



25/02/2026

Mr Ethan Brice
Environmental Assessment Officer
Department of Planning, Housing and Infrastructure
Locked Bag 5022
Parramatta
E| ethan.brice@dpie.nsw.gov.au

Dear Ethan,

Re: DA1-01-2000-Mod-3 Response to Submission – Response to Agency RFIs

This letter has been prepared in response to the request from the NSW *Department of Planning, Housing and Infrastructure* (DPHI) for further information and consideration of agency advice received during the assessment of the Barina Hard Rock Quarry Modification 3 (DA1-01-2000-MOD 3) application.

Additional advice or comment was provided by Transport for NSW (TfNSW), the NSW Environment Protection Authority (EPA), Heritage NSW, the NSW Department of Primary Industries and Regional Development (NSW DPIRD – Resources), NSW Department of Climate Change, Energy, the Environment and Water (DCCEEW) – Water Group, Queanbeyan Palerang Regional Council, DCCEEW - Conservation Planning and Assessments (CPA), and Upper Lachlan Shire Council.

The submissions of the following agencies require no further response:

- Heritage NSW
- NSW DPIRD – Resources,
- CPA, and
- DCCEEW – Water Group.

The comments and requests for further information of the following agencies are addressed in **Table A** (pp. 3-15).

- EPA
- TfNSW
- Queanbeyan Palerang Regional Council, and
- Upper Lachlan Shire Council.

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It is noted that at the time of preparation, the submission received from Upper Lachlan Shire Council was noted as preliminary. If further responses are required following the issue of a final submission, these will be supplied separately.

We trust this information addresses the various agency concerns or comments. Please do not hesitate to contact the undersigned on 0412 107 657 should you require clarification or further information.

Yours sincerely,



Alex Irwin

Director / Principal Consultant

IRWIN
ENVIRONMENTAL
MANAGEMENT

Attachments:

- Draft Voluntary Planning Agreement (as issued to QPRC and ULSC in June 2025)



Table A Agency Advice and Collector Resources Response

No.	Issue	Agency Advice	Collector Resources Response
NSW Environment Protection Authority (EPA)			
1a	Surface Water Management	The EPA acknowledges that Section 4.3.2 of the Report addresses the EPA's comments regarding 'classification of water' and that the applicant has advised their intent to reduce proposed water discharge points from three, being Dam 1, Dam 6 and Dam 9 to a discharge from one dam. The EPA wishes to reinforce their recommendation that a detailed water quality objective assessment be undertaken in accordance with the NSW Water Quality Objectives (NSW WQO) Australian and New Zealand Guidelines for fresh and Marine Water Quality (ANZG 2018) prior to consideration of an approved discharge point on the EPL. The EPA does not usually provide licensed water discharge points for a quarry, as such developments are expected to be able to operate without polluting the receiving waterway by implementing practical measures to avoid water pollution (for example, utilising sediment basin sizing, reusing water on site, and minimising the generation of dirty water). The EPA also wishes to advise that the proposed 30mg/L TSS limit as a discharge criterion is inconsistent with requirements set out in the ANZG 2018. This suggested limit should be reassessed when undertaking an NSW WQO assessment.	Collector Resources acknowledges the NSW EPA's recommendation to undertake a detailed water quality objective assessment in accordance with the NSW Water Quality Objectives (NSW WQO) Australian and New Zealand Guidelines for fresh and Marine Water Quality (ANZG 2018) prior to consideration of an approved discharge point on the EPL. Having consulted with and received advice from water consultants Engeny Pty Limited, we remain of the opinion that including a licensed discharge point (LDP) provides for enhanced control of excess water during prolonged or extreme rainfall events. The provision of a defined and regulated discharge point supports a risk-based approach to water management by providing controls for the discharge of water (meeting reasonable limit conditions), thereby reducing the likelihood of uncontrolled releases. The LDP is intended to operate under the control of the Quarry <i>Water Management Plan</i> (WMP) which will be updated following approval. Notably, the inclusion of an LDP does not replace existing and proposed controls such as appropriate sediment basin sizing, water transfer and reuse systems, and minimisation of dirty water generation. Further, it will remain the priority of Collector Resources to retain as much water as possible on the Quarry Site to account for inevitable dry periods. Controlled discharge from LDP would only be undertaken in preparation for or under high rainfall conditions and completed so as to meet clearly defined discharge limits and water quality criteria established and applied through EPL conditions. To support the establishment of WQOs for the Quarry, in March 2025 Collector Resources commenced a water quality monitoring program in watercourses upstream and downstream of the Quarry (refer to Figure A



No.	Issue	Agency Advice	Collector Resources Response
			– p. 17). Samples were initially collected and analysed quarterly, with an increased in frequency to monthly commencing in February 2026. While Collector Resources collects sufficient data on which to base site specific WQOs, and in recognition of the principally agricultural use of the land downstream of the Quarry, i.e. moderately disturbed, it is proposed to establish interim WQOs based on the Drinking Water standards (as per the National Water Quality Management Strategy, Australian Drinking Water Guidelines 6, 2011, Version 4.0, June 2025 (NHMRC, 2025). Collector Resources will apply for site specific WQOs within 12 months of EPL variation (to follow approval of the modification) and is comfortable that a special condition be included in the EPL requiring the establishment of site specific WQOs within this timeframe. With reference to the EPA’s comment regarding TSS limits, Collector Resources proposes to rely upon a turbidity criterion of 25 NTU (for slightly to moderately disturbed upland river systems in SE Australia). With reference to EPA’s comment about not licensing discharge points for quarry operations, IEM notes that most quarries / mines of equivalent size and scale retain LDPs, for example: ▪ Wallerawang Quarry – EPL 13172 ▪ Marrangaroo Quarry – EPL1464 ▪ Martins Creek Quarry – EPL 1378 ▪ Badgerys Creek Quarry – EPL 684 ▪ Ardglen Quarry – EPL 1115 ▪ Austen Quarry – EPL 12323 ▪ Keswick Quarry – EPL 21017
1b	Use of Flocculants	The EPA acknowledges that Section 4.3.2 of the Report addresses the EPA’s comments regarding ‘use of flocculants’	Noted - no further comment.

No.	Issue	Agency Advice	Collector Resources Response
1c	Air Quality Impact Assessment	The EPA acknowledges that Section 4.3.3 of the Report advises that the applicant has drafted an Air Quality (Dust) Management Plan (AQMP), which includes a Trigger Action Response Plan (TARP) in Appendix 9 of the Report. ... The EPA believes this TARP is insufficient and recommends that, prior to commencement of operations, the Air Quality TARP should address all dust emission point sources (e.g. crushing/grinding, blasting, uncovered stockpiles) and include a system that is risk-based and reviews the cumulative impacts of dust emissions from the premises.	It is noted the TARP presented is based on TARPs included in approved management plans for equivalent size and scale quarry operations. This notwithstanding, Collector Resources has considered the advice provided by the NSW EPA and will update the Air Quality <i>Trigger Action Response Plan</i> (TARP) to incorporate all potential dust emission point sources as recommended. Should additional point sources be identified, these will also be incorporated into the Air Quality TARP.
Transport of NSW (TfNSW)			
	Haulage Route and NHVR compliance.	TfNSW notes that the submissions made do not reflect concerns regarding the Federal Highway. TfNSW made comment in the 3 November 2025 response suggesting the Traffic Impact Assessment (TIA) include details of the haulage route between the subject site and the Federal Highway. This information should be provided for each heavy vehicle classification accessing the development to ensure compliance with National Heavy Vehicle Regulator (NHVR) route restrictions. TfNSW requests consideration of the above comment.	The TIA provides the details of Collector Road, which is the primary haulage route between the Quarry and Federal Highway. Collector Resources confirms Collector Road will be upgraded to accommodate each heavy vehicle classification that will access the Quarry, ensuring compliance with the <i>National Heavy Vehicle Regulator</i> (NHVR) route restrictions. A revision of the <i>Traffic Management Plan</i> (TMP) will be prepared to capture the TfNSW request to include details of the haulage route between the Quarry and the Federal Highway, including the information of each heavy vehicle classification accessing the development, to ensure compliance with NHVR route restrictions.



No.	Issue	Agency Advice	Collector Resources Response
Queanbeyan Palerang Regional Council (Council) (Councillor Comments)			
1	Traffic Impact Assessment	Section 4.1.3.4 – Traffic Impact Assessment (TIA) The RTS report clarifies the maximum average truck movement frequency. This would be up to one (1) truck every five (5) minutes for eleven (11) hours per weekday, and half of each Saturday for a life of at least 15 years. Whilst the RTS report notes that a lower forecast of average truck movements is probable for the majority of the duration of operations, this forecast still expects an average of one (1) loaded truck every twelve (12) minutes. Council maintains that this frequency of truck movements is in-excess of what could be considered compatible with the site rural zoning objectives.	As discussed in the <i>Traffic Impact Assessment (TIA)</i>, both intersections (Collector Road - Quarry Access Road and Collector Road - Federal Highway) have appropriate sight distances and manoeuvring area for all turn movements. Further, the TIA confirms the Level of Service (LoS) of both Collector Road and the Federal Highway would remain unchanged and continue to operate satisfactorily. Council's concerns regarding the frequency of truck movements are acknowledged. However, Collector Resources notes that: ▪ Quarry related heavy vehicle traffic would be prohibited from travel southeast on Collector Road beyond the Quarry entrance (unless performing local deliveries to those areas) ▪ The road would be upgraded to improve trafficability for all traffic ▪ Traffic will be restricted to daylight hours, and ▪ A Traffic Management Plan and Driver Code of Conduct will be prepared and enforced to ensure positive driver behaviour, avoid convoying of traffic and enforce commitments made with respect to vehicle routes and scheduling. It is also noted that under the Queanbeyan-Palerang Regional LEP (QPRC LEP), open cut mining is permissible with consent on land zoned RU1 <i>Primary Production</i>. It is noted that the QPRC LEP expressly aims to encourage sustainable primary industry production, and to encourage diversity in primary industry and systems appropriate for the area. Further, traffic generation associated with mining is consistent with the State Environmental Planning Policy (SEPP) (Resources and Energy) 2021, which recognises that mineral resource development may generate traffic impacts but provides a framework for assessing and managing those impacts to ensure land use compatibility, which has been conducted for the Proposed Modification (MOD 3).

No.	Issue	Agency Advice	Collector Resources Response
			Subject to road upgrades being completed and the control measures identified in the TMP being implemented, the proposed traffic generation is compatible with the land use zoning and surrounding land uses.
2	Economic Assessment	Section 4.1.3.5 – Economic Need / Market Analysis The proposed operation and expansion of the quarry, over five and a half (5.5) days per week, for many years, would undoubtedly be viewed less favourably by potential land purchasers than if the quarry were not operating, regardless of whether the biophysical impacts of the quarry met regulatory requirements. Unfortunately, the RTS report dismisses the notion of needing to assess the impact to land values. At face value, this appears to be on the basis that land values would only be affected by quantitative analysis of changes to the biophysical settings. This argument dismisses consideration of the following: ▪ The possibility that forecast impacts vary from those anticipated by the studies supporting the proposed modification, and ▪ The amount of time it will take for the accuracy of those studies and model scenarios to be demonstrable. ▪ The latter may take many years, and there will be a period of time, potentially very significant, where land values are affected simply through the uncertainty of future and impact to the biophysical setting (i.e. whilst quarry operations scale up).	The assessment of economic impacts of the Proposed Modification is conducted on its planning merits and compliance with regulatory requirements. The preferences of potential land purchasers is beyond the scope of environmental assessment and in the absence of any evidence, it is respectfully suggested that Council's statement is based on generalisations and assumed / inferred impacts not supported by the environmental assessment conducted by IEM. Rigorous environmental assessment completed for the Proposed Modification demonstrates that the operation will meet or remain below all relevant environmental assessment criteria, ensuring local amenity is preserved. Of the matter most likely to be noticeable, traffic, no increase in the number of daily movements is proposed from that approved by DA 1-01-2000 and the TIA confirms the LoS of local roads and intersections will remain unchanged. To mitigate and offset any impacts associated with changes to the current traffic environment, Collector Resources is proposing to upgrade Collector Road to improve local conditions. The Proposed Modification aligns with the objectives of the QPRC LEP and <i>Palerang Development Control Plan 2015</i>, Version 4 (the DCP) which are to: - ensure that industries are compatible with the rural environment, and - minimise any adverse impacts on the amenity of surrounding lands Contrary to the statement of Council, impacts on the biophysical environment, by their nature are measurable and quantifiable, and as such can be confirmed effectively in real time through monitoring.



No.	Issue	Agency Advice	Collector Resources Response
			Uncertainty in the local community can be effectively managed and addressed in several ways. 1. The establishment of a Community Consultative Committee whereby concerns and matters of interest may be brought to the attention of Collector Resources for consideration and response. 2. The completion of regular monitoring (of noise, air quality, water and traffic) and publishing of this data. 3. The operation and advertisement of a complaints and enquiries line. In summary, the Quarry is permissible with consent on land zoned RU1, is a continuation of an existing development, and has been assessed as meeting all environmental criteria and objectives. It is considered compatible with the local amenity and land use objectives with mechanisms in place to measure performance and respond to local concerns. While reiterating analysis of property market trends and preferences is beyond the remit of an environmental assessment, in the absence of significant impact on the biophysical setting, and noting the various mitigatory and consultative measures proposed by Collector Resources, the potential for loss in land value is likely to be low.
3	Scope and Planning Pathways	Section 4.1.3.6 – Project Scope and Planning Pathway It is not appropriate that the proposal be considered as a continuation of the approved activity ('business as usual') when the proposal entails new activities and the importation of fill from building and construction activities which is predicated on the near to medium-term closure of alternative landfill sites. Further to this, the existing duration of consent has ceased and the effect of	As a point of clarification, the term 'Business as Usual' has not been used in the Modification Report or any documentation associated with it to describe the proposed recommencement, continuation and modification of quarry operations. All documentation provided to support the application accurately and transparently presents the modification for what it is, a recommencement and continuation quarrying operations with the addition of ancillary activities to improve the marketability of quarry products while servicing an identified and quantified need for beneficial (non-landfill) uses of clean fill materials.

No.	Issue	Agency Advice	Collector Resources Response
		the time passed and the growth and development of the surrounding region should be a component of assessment in determining whether it is appropriate for “business as usual” to continue under the conditions previously imposed let alone whether larger scale changes to operations can be covered off under the banner of a “modification”. Council is of the view that, collectively, these matters warrant considering the proposal to be worthy of warranting a new SSDA.	As discussed in the Modification Report, the modification does not propose any increase in the size of the extraction area, nor any increase in extraction, production or transport rates. Overall, the modified Quarry operations represent a modest 25% increase in disturbance area associated with ancillary activities. The requirement for additional stockpiling areas, the main driver behind the increase in disturbance area, is reflective of the increased diversity in quarry products. The environmental assessment (which considered all current surrounding sensitive receivers) including noise, air quality, traffic, surface water, groundwater and visual impacts are consistent with those of the existing approved operation and within existing (and contemporary) criteria at all sensitive receivers. Based on the above, the ability to modify DA1-01-2000 via Section 4.56 of the EP&A Act is deemed appropriate as the Proposed Modification is considered to be ‘substantially the same development’ to the development as originally approved.
4	Water	Section 4.1.3.7 – Water Security The modelled water shortfall in dry conditions represents a 63% increase on the initial water shortfall estimate. This difference is significant and therefore should be of concern. Whilst the RTS notes that ground water extraction will be investigated through the appropriate approvals and licences, should ongoing shortfalls be considered likely, Council requests the Department to prioritise the ongoing well-being of the current users with existing rights. Should the Department consider granting consent, Council requests that Conditions of Consent be	The increase in water shortfall, modelled under a highly conservative scenario which assumes a reduction in rainfall of 11.8 % and increase in evaporation of 4.2 %, predicts an increase in shortfall of 3.2 ML. It is noted that of future water demands, 10 ML is allocated to sand washing. Based on the hierarchical approach to management of water, in the event of historically dry periods, and as discussed in the Modification Report (July 2025) and Submissions Report (December 2025), if there is insufficient water to meet demands, washing operations may be scaled to match the available water supply while maintaining environmental controls (i.e. dust suppression) as a priority. An alternative to scaling down operations, Collector Resources could: ▪ Purchase an import water from external sources, or



No.	Issue	Agency Advice	Collector Resources Response
		included to ensure that long term affectation of ground water availability is monitored and quarry access to ground water is scaled back, as needed, to ensure existing users who rely on it for basic human rights, the wellbeing of animals and existing agricultural enterprises are prioritised. This would likely also require a condition mandating that operations be scaled back to match water availability for use in dust suppression activities.	Apply for approval and licence under the <i>Water Management Act 2000</i> to extract groundwater for quarrying purposes. It is noted that groundwater extraction would only follow assessment and approval by DCCEW-Water and allocation under licence would only draw from existing entitlements, i.e. there would be no net increase in overall groundwater extraction.
5	Site Suitability	Section 4.1.3.8 – Site Suitability Further to the planning pathway comments above, Council notes that nearly 20 years have elapsed since the quarry first ceased operations in 2008. It is unclear whether the additional dwellings and businesses, which have been established during the intervening time, will have suitable weighting in the assessment process. Council urges the Department to consider whether the proposal will create conflicting land uses, having regard to development which has occurred in the intervening period (i.e. during the quarry operations hiatus).	Collector Resources considers the following in response to QPRC's comment. - The SEPP (Resources & Energy) 2021 expressly permits extractive industry where agriculture is allowed. This demonstrates the NSW Government's assessment that these uses are complementary, provided they meet contemporary environmental criteria. - The recommencement of operations will provide employment and economic stimulus to the Collector area. Businesses such as café's and other providers of goods and services are likely to benefit through increased patronage by employees, contractors and other visitors to the Quarry. - All residential dwellings and businesses ('sensitive receivers') established since operations ceased have been included in the environmental assessment conducted for the Proposed Modification. This ensures any sensitive receivers potentially impacted by the Quarry have suitable and equal weighting in the assessment process to those previously assessed. - As detailed in the Modification Report, the proposal complies with all relevant clauses of the SEPP (Resources and Energy) 2021 and all contemporary environmental assessment criteria. By meeting these

No.	Issue	Agency Advice	Collector Resources Response
			criteria, the Proposed Modification objectively demonstrates the operation will not conflict with surrounding land uses, regardless of the intervening period. The various technical specialist assessments undertaken demonstrate that the Proposed Modification will be undertaken without impacts which exceed established environmental criteria and without adversely impacting on the local socio-economic setting and surrounding land uses. Council's concerns regarding the operational hiatus do not alter the suitability of the Site or the framework under which it is assessed.
Queanbeyan Palerang Regional Council (QPRC) (Officer Comments)			
1	Heavy Vehicle Access Route	Officers note the proponent's request to permit small, local deliveries to customers located on Collector Road to the south of the site. Officers raise no objection subject to the caveat that any such destination is not used for redistribution of product.	Noted – the Proponent confirms that no redistribution of product will occur to the south of the Site.
2	Access Intersection with Collector Road	Officers confirm that there was a typographical error in the preliminary submission. Officers intended to reference Figure 7.4 of <i>Austroads Guide to Road Design Part 4: Intersection and Crossings</i> . Council officers recommend that ongoing compliance with this requirement be included as a condition of consent should the Department consider granting consent.	Noted – no further comment.
3	Traffic Impact Statement (TIA)	Council officers note update of the TIA in response to correcting Design Speed and Safe Intersection	No further comment.



No.	Issue	Agency Advice	Collector Resources Response
		Site Distance (SISD) for the assessment of the intersection with the Federal Highway.	
4	Voluntary Planning Agreement / Contributions	Officers continue to liaise with Upper Lachlan Shire Council in relation to a direct agreement between Council workforces as to how upgrades and maintenance of Council's portion of Collector Road would be undertaken should consent be granted. Officers reiterate that a condition of consent is recommended requiring a formal mechanism to be established for the Proponent to upgrade or fund the upgrade of Collector Road within the Queanbeyan-Palerang Regional Council LGA to a standard, satisfactory to Council, and to require contributions to road maintenance through compliance with Council's relevant extractive industries contributions plan. Council officers note that requiring an upgrade of Collector Road to a standard suitable for the proposed operations should not be to the exclusion of contributions levied under the relevant extractive industries contribution plan for the ongoing maintenance of the road (during the operation of the quarry), unless such maintenance obligations are included in any VPA offered by the proponent and suitable agreement is reached between both Councils.	As identified in the Submissions Report (<i>Section 4.1.2.5</i>), Collector Resources has negotiated with QPRC (and ULSC) over a Voluntary Planning Agreement (VPA) in good faith. Collector Resources reiterates their commitment to funding the upgrade of Collector Road. Collector Resources will continue to negotiate the terms of VPA with both Council's in good faith. However, noting the prolonged negotiations to date and in accordance with QPRC's recommendation, it is considered appropriate that DPHI condition the completion of works through the development consent (with a note that this may be superseded by a VPA once agreed with QPRC). This would provide for the following. - Collector Resources will provide for the upgrade of Collector Road, in accordance with Austroads Guide to Road Design Part 3: Geometric Design and to the satisfaction of both Council's. - The upgrade works are to commence within 6 months of modification of DA 1-01-2000. - The works are to be completed 24 months of commencement (unless delays outside of the control of Collector Resources occur). - Whilst road upgrade works are ongoing, Collector Resources may undertake restricted haulage operations, being 70 truck movements per day and 10 truck movements per hour. - Following road upgrade, Collector Resources will make an ongoing contribution of \$0.1076/t/km (with annual review and variation in accordance with the relevant Contributions Plan). A copy of the VPA drafted and presented to QPRC (and ULSC) is attached.

No.	Issue	Agency Advice	Collector Resources Response
			<i>It is noted that in a further concession to both QPRC (and ULSC), Collector Resources is prepared to make annual contribution to road maintenance <u>in addition to</u> the contribution to road upgrade.</i>
Upper Lachlan Shire Council (ULSC)			
1	Community Concerns	Council shares the concerns of residents in the community at Currawang and Collector and maintains the position that this proposal is not in the public interest.	Environmental assessment completed for the Proposed Modification demonstrate that the operation will meet or remain below all relevant and contemporary environmental assessment criteria, ensuring local amenity is preserved. Of the matter most likely to be noticeable, traffic, no increase in the number of daily movements is proposed from that approved by DA 1-01-2000 and the TIA confirms the LoS of local roads and intersections will remain unchanged. To mitigate and offset any impacts associated with changes to the current traffic environment, Collector Resources is proposing to upgrade Collector Road to improve local conditions. Furthermore, the Proposed Modification aligns with the objectives of the QPRC LEP and <i>Palerang Development Control Plan 2015</i>, Version 4 (the DCP) which are to: a) ensure industries are compatible with the rural environment, and b) minimise any adverse impacts on the amenity of surrounding lands Uncertainty in the local community can be effectively managed and addressed in several ways. 1. The establishment of a Community Consultative Committee whereby concerns and matters of interest may be brought to the attention of Collector Resources for consideration and response. 2. The completion of regular monitoring (of noise, air quality, water and traffic) and publishing of this data. 3. The operation and advertisement of a complaints and enquiries line.



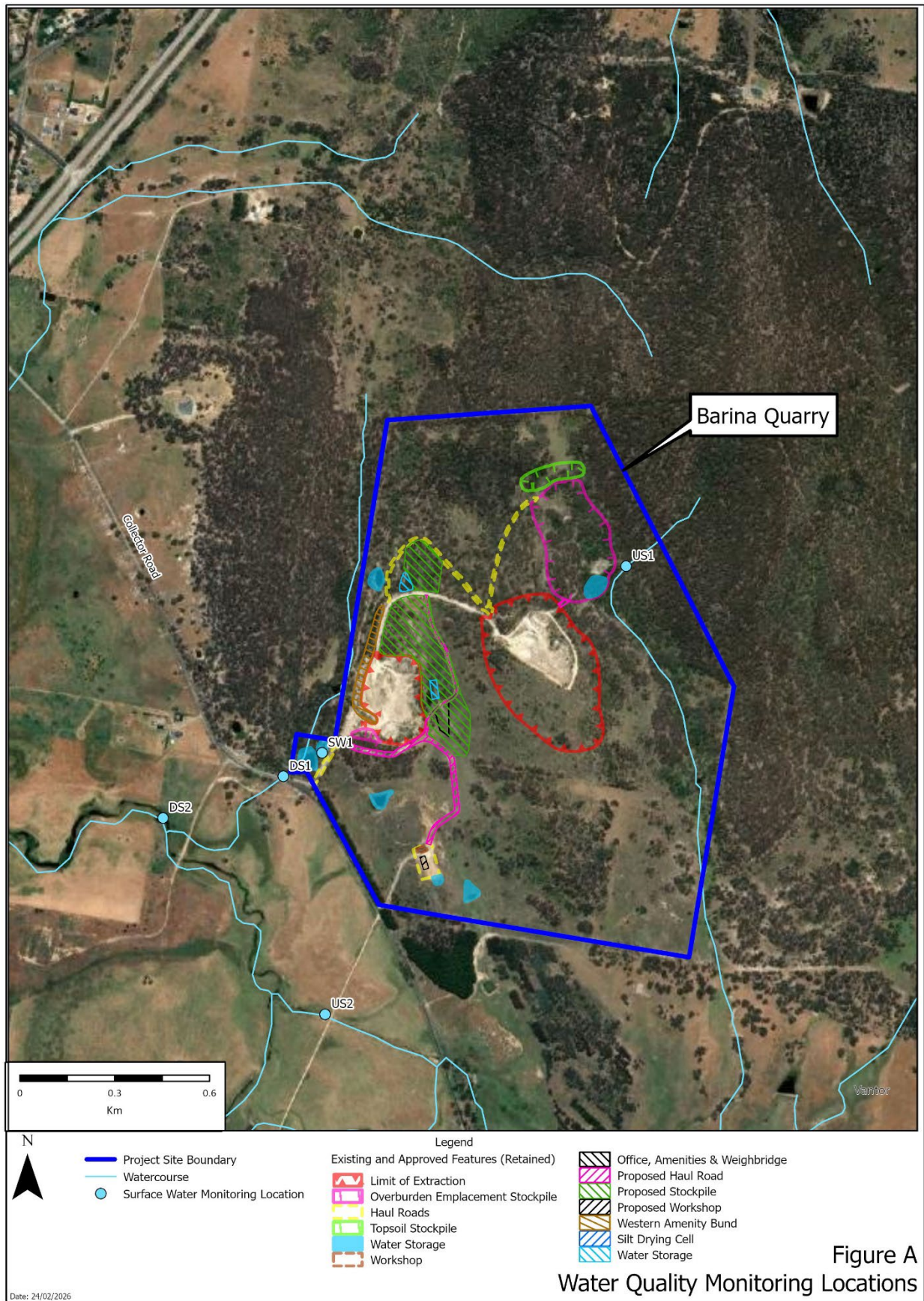
No.	Issue	Agency Advice	Collector Resources Response
			In summary, the Quarry is permissible with consent on land zoned RU1, represents the recommencement and continuation of an approved development, and has been assessed as meeting all environmental criteria and objectives. It is considered compatible with the local amenity and land use objectives with mechanisms in place to measure performance and respond to local concerns.
		Council requests that a public meeting be facilitated by the DPHI to provide an opportunity for the Community's concerns to be heard directly prior determination of this application.	Collector Resources and their representatives have engaged with stakeholders in the Collector and Currawang Communities (refer to <i>Section 5</i> of the Modification Report). The concerns of these stakeholders have been identified, acknowledged and addressed in both the Modification Report (July 2025) and Submissions Report (December 2025). It is considered unlikely that any new matters of concern would be raised through a public meeting.
2	Voluntary Planning Agreement / Contributions	A Voluntary Planning Agreement has been Offered to Council. On the 16 October 2025 Council Meeting, Council determined to not place the Offer on Exhibition and requested the Department consider the matters raised by the Community, QPRC and ULSC prior to further considering the Offer. Despite this, a formal arrangement is required in the event the Department approves the modification to ensure ULSC has input into appropriate road design, construction and maintenance regime. If the modification is approved, a formal mechanism is to be established on the proponent to upgrade or fund the upgrade of Collector Road within the ULSC LGA to a standard, satisfactory to	As identified in the Submissions Report (<i>Section 4.1.2.5</i>), Collector Resources has negotiated with ULSC (and QPRC) over a VPA in good faith. Collector Resources reiterates their commitment to funding the upgrade of Collector Road in accordance with the schedule and terms nominate in the drafted VPA (attached). Collector Resources will continue to negotiate the terms of VPA with ULSC (and QPRC) in good faith. However, in light of delays to exhibition of the draft VPA, it is requested that DPHI condition the completion of works through the development consent (with a note that this may be superseded by a VPA once agreed with ULSC). The key terms of upgrade and upgrade schedule are noted in response to QPRC (Officer comments) above. A copy of the drafted VPA is attached. It is the assessment of IEM that the offer to complete the road upgrade is a generous one given the current state of disrepair of Collector Road and

No.	Issue	Agency Advice	Collector Resources Response
		Council, and to require contributions to road maintenance through compliance with Council's relevant extractive industries contributions plan. Council officers note that requiring an upgrade of Collector Road to a standard suitable for the proposed operations should not be to the exclusion of contributions levied under the relevant extractive industries contribution plan.	minimal contribution made by Council to road maintenance over the last 17 years. This notwithstanding, Collector Resources makes the additional concession to provide ongoing contribution to maintenance, foregoing the proposed cost offset for road upgrade, subject to this contribution commencing on completion of the road upgrade.



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Attachment A Draft Voluntary Planning Agreement



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DRAFT

Planning Agreement

LAND:

Barina Quarry, Collector being Lot A DP 86342, Lot 33 DP750008 and part Lot 3 DP1177623

PARTIES:

Upper Lachlan Shire Council ABN 81 011 241 552
(Council)

Collector Resources Pty Ltd (ACN 619 710 155)
(Developer)

EXECUTED:

[INSERT DATE]

Collector
Resources Pty Ltd

Upper Lachlan
Shire Council

Version control table to be deleted once PA finalised		
Version	Date	Notes
V1.01	13.06.2025	Draft PA
V1.02		
V1.03		
V1.04		
V1.05		
V1.06		
V1.07		
V1.08		
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YELLOW highlight = text to be altered for each PA		

This draft Planning Agreement template is subject to legal review

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Barina Quarry, Collector

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PARTIES

Upper Lachlan Shire Council ABN 81 011 241 552 of 44 Spring Street, Crookwell NSW 2583 (**Council**)

Collector Resources Pty Ltd ACN 619 710 155 of 20 Woodward Road, Wilton NSW 2517 (**Developer**)

BACKGROUND

- A. On 28 March 2001 the NSW Land and Environment Court granted Consolidated Development Consent (DA 1-01-2000) subject to conditions, including condition 8.1(d) and 14(2)(a) relating to road upgrades and maintenance contributions (Conditions).
- B. The Developer has sought to modify the Development Consent to defer some of its obligations and has offered to enter into this Agreement to provide the Public Benefits in lieu of immediate compliance with the Conditions.

OPERATIVE PROVISIONS

1. Definitions

The following definitions apply unless the context otherwise requires:

Acceptance of Completion Notice means a notice issued by the Council to the Developer pursuant to clause 10.2.1

Act means the Environmental Planning and Assessment Act 1979 (NSW).

Assign as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.

Attributed Value means:

- (a) with respect to each Item of Works, the Works Cost of that Item of Works determined in accordance with clause 5.1.

Authority means (as appropriate) any:

- (a) federal, state or local government;
- (b) department of any federal, state or local government;
- (c) any court or administrative tribunal; or
- (d) statutory corporation or regulatory body.

Bank Guarantee means a bank guarantee from an Australian bank that is provided to the Council by the Developer under this Agreement which is:

- (a) in a form acceptable to the Council;
- (b) unconditional and irrevocable; and

- (c) without an expiry date.

Barina Quarry means the quarry operated by the Developer at 2692 Collector Road, Collector, from which materials for the Works must be sourced and to which clean fill must be disposed.

Business Day means between 9am and 5pm Sydney time on a day other than a Saturday, Sunday, any other local, state or federal public holiday and any day between 19 December and 12 January inclusive.

Claim against any person, any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Certifier has the same meaning as in the Act.

Collector Road means the section of road identified as Collector Road, approximately 1.54 km in length, subject to the Works and haulage operations under this Agreement.

Complete, Completed, Completion means completed in accordance with the requirements of this Agreement.

Compliance Certificate has the same meaning as in the Act.

Construction Certificate has the same meaning as in Part 6 of the Act.

Council means Upper Lachlan Shire Council.

Date of Completion means, in relation to each Item of Work, the date on which the Works are being Completed being the earlier of:

- (a) the date an Item of Work is deemed to have been Completed under clause 10.3; or
- (b) the date of Completion as set out in an Acceptance of Completion Notice.

Default Event means any of the following events:

- (a) a party fails to pay when due any amount payable by it under this Agreement;
- (b) a party fails to duly observe and perform any of its obligations under the Agreement;
- (c) a party gives a representation or warranty under the Agreement that is materially
- (d) incorrect, untrue or misleading;
- (e) a party commits any other material breach of the Agreement; or
- (f) a party fails to comply with a material law.

Defect means anything in the Item of Works which:

- (a) adversely affects the ordinary use and/or enjoyment of that item; or
- (b) may require maintenance or rectification works to be performed on it at some time in the future as a result of the existence of the defect.

Defects Liability Period the period during which the Developer will be liable for any defects under clause 10, as set out in Item 6 of Schedule 2

Development means the development of the Land by the Developer as described in Item 2 of Schedule 2.

Development Application means a development application lodged by the Developer with Council in relation to the Development as described in Item 3 of Schedule 2.

Development Consent means a development consent issued under the Act with respect to the Development Application and the Development.

Developer means Collector Resources Pty Ltd (ACN 619 710 155)

Driver Code of Conduct means a code to be implemented by the Developer during Restricted Haulage, specifying operational limits including speed (40 km/hr), daylight hours only, and other safety measures.

Encumbrance means an interest or power:

- (a) reserved in or over an interest in any asset;
- (b) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
- (c) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.

Full Haulage means haulage operations at full capacity, being up to 134 truck movements per day and 20 movements per hour, commencing upon completion of the Road Upgrade Works.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) and any other Act or regulation relating to the imposition or administration of the goods and services tax.

Insolvency Event means, in relation to the Developer, any of the following:

- (a) the Developer becomes insolvent;
- (b) the Developer assigns any of its property for the benefit of creditors or any class of them;

- (c) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the Developer or the Developer enters into a scheme of arrangement with its creditors or is wound up;
- (d) the holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- (e) a judgment or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 days after being made;
- (f) any step is taken to do anything listed in the above clauses; and
- (g) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

Inspection means an inspection of the works required by this Agreement undertaken at a specific and critical point of construction by the Certifier as set out in Schedule 4.

Item of Works means an individual item of the Works as set out in Item B of Table 1 in Schedule 6.

Land means the land described in Item 1 of Schedule 2

Law means all applicable legislation, regulations, by-laws, common law and other binding order made by any Authority, including any applicable Planning Legislation and Environmental Law as defined at clause 14.1.

Maintenance Liability Period means the period of time, as set out in Item 7 of Schedule 2 Maintenance Obligations means those maintenance obligations set out in Item D of Schedule 6 to be undertaken in accordance with this Agreement.

Maintenance Security Amount means the amount of security required under clause 18 as set out in Table 2 of Schedule 6.

Modified Development Consent means the Development Consent (on approval of DA1-01-2000-Mod-3 and any subsequent modifications).

Monetary Contributions means the monetary contributions set out in Item C. in Table 1 of Schedule 6.

Occupation Certificate means an occupation certificate as defined in section 6.4(c) of the Act.

Part 6 Certificate means a certificate issued under in Part 6 of the Act.

Planning Legislation means the Act, the Local Government Act 1993 (NSW) and the Roads Act 1993 (NSW).

Public Benefits means the provision of the Works and Monetary Contributions by the Developer in accordance with this Agreement.

Quantity Surveyor means someone selected from a list of Quantity Surveyors all of whom must be members of Panels for the NSW Department of Commerce or Local Government Procurement.

Restricted Haulage means haulage operations at 50% capacity, being up to 70 truck movements per day and 10 movements per hour, subject to conditions specified in clause 7.6, commencing following commencement of the Modified Development Consent.

Road Design means the design for the upgrade of Collector Road, to be completed by the Council, providing for a minimum pavement life of 4,000,000 Equivalent Standard Axle (ESA) movements as per the Upper Lachlan Section 94 Contributions Plan 2007.

Security Interest means:

- (a) any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest (as defined in the Personal Property Securities Act 2009); and
- (b) any agreement to create or grant any arrangement described in clause (a).

Security Value means the value which is given to each Item of Work in Table 2 of Schedule 6 under the heading Security Value.

Upgrade means the upgrade of Collector Road carried out as specified in Item B of Schedule 6.

Works means the upgrade of Collector Road as specified or described in Item B of Schedule 6.

Works as Executed Plan means a plan and supporting files that details the works as constructed and conforming with the approved engineering plans, specifications Table 1 and 4 of Schedule 6 and any such plans are in accordance with Schedule 5.

Works Cost means in relation to an Item of Works:

- (a) the construction costs of that Item of Works;
- (b) any costs incurred under a building contract in relation to that Item of Works; and
- (c) any costs or expenses payable to an Authority in relation to that Item of Works,
- (d) as determined by a Quantity Surveyor in accordance with clause 5.

2. Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- 2.1.1 Any reference to a clause, annexures and schedules refers to a clause in, or annexure or schedule to this Agreement.
- 2.1.2 Any reference to a statute refers to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 2.1.3 The singular includes the plural and vice versa.
- 2.1.4 A reference to a person includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
- 2.1.5 A reference to executors, administrators or successors refers to a particular person that includes their executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
- 2.1.6 Dollars, Australian dollars, dollars, \$, AUS\$ or A\$ is a reference to the lawful currency of Australia.
- 2.1.7 Where any period of time is calculated from the given day or day of an act or event, it is to be calculated exclusive of that day.
- 2.1.8 A **day** is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- 2.1.9 A **group or persons or things** is a reference to any two or more of them jointly and to each of them individually.
- 2.1.10 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.
- 2.1.11 If an act under this Agreement to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
- 2.1.12 If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
- 2.1.13 Any time of day referenced in this Agreement is a reference to Sydney time.
- 2.1.14 Headings (including those in brackets at the beginning of clauses) are for convenience only and do not affect the interpretation of this Agreement.
- 2.1.15 A reference to any agreement, Agreement or instrument includes the same as varied, supplemented, novated or replaced from time to time.
- 2.1.16 A reference to one gender extends and applies to the other.

3. Status

3.1 Planning Agreements

3.1.1 This Agreement is a planning agreement:

- (a) within the meaning set out in section 7.4 of the Act; and
- (b) governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

3.1.2 Schedule 1 sets out the application of section 7.4 of the Act in this Agreement.

3.2 Application

This Agreement applies to both the Land and the Development.

3.3 Operation of Agreement

3.3.1 Subject to clause 3.3.2, this Agreement operates from the date it is executed by both parties.

3.3.2 Clauses relating to the Works and Monetary Contribution operate only upon commencement of the Modified Development Consent.

4. Application of section 7.11 and section 7.12

4.1 Application

4.1.1 The application of sections 7.11 and 7.12 of the Act to the Development are excluded to the extent set out in Items 4 and 5 of Schedule 1.

4.1.2 The Public Benefits are to be taken into consideration in determining a development contribution under section 7.11 of the Act with respect to the Development to the extent set out in Item 6 of Schedule 1.

5. Satisfaction of Public Benefit condition

5.1 Determination of Works Cost

5.1.1 Upon Completion of any Item of Works the Developer must within ten (10) Business Days notify the Council in writing of the Completion of that Item of Work in accordance with clause 10.1.1.

5.1.2 Upon receipt of written notification given under clause 10.1.1, the Council may, at the Developer's cost, appoint a Quantity Surveyor to independently assess the Work Cost of the relevant Item of Work either whole or part being the subject of the notice given under clause 10.1.1. The Quantity Surveyor shall issue a certificate in favour of both the Council and the Developer as to the Work Cost of the relevant Item of Work.

5.1.3 The determination of the Quantity Surveyor as to the Work Cost of an Item of Work under this clause is conclusive and binding on the parties except in the case of manifest error.

- 5.1.4 The Developer shall, within fifteen (15) Business Days of receipt of an invoice in relation to the independent Quantity Surveyor costs incurred pursuant to this clause, pay that invoice as directed by the Council.

5.2 Calculating Attributed Values

The parties acknowledge that where an Item of Works is identified in Schedule 6 as having an Attributed Value, the following mechanism will apply:

- 5.2.1 The Attributed Value for an Item of Work will be the Work Cost of that Item of Work or the Attributed Value of the Item of Work as identified at Schedule 6, whichever is the lesser amount.

5.3 Credit for Attributed Values

- 5.3.1 Once determined in accordance with clause 5.2, the Attributed Value of an Item of Works will generate a credit equal to the amount of that Attributed Value.

- 5.3.2 The Developer, by letter in writing to the Council, may then elect to use any credit generated under this clause to reduce any:

- (a) monetary section 7.11 or section 7.12 contribution required pursuant to a condition of Development Consent; or
- (b) monetary Contributions required to be made under this Agreement.

6. Intentionally Omitted

7. Provision of Public Benefits

7.1 Intentionally Omitted

7.2 Works

The Developer, at its cost, must:

- 7.2.1 If necessary, obtain any consents, approvals or permits required by a relevant Authority, for the conduct of the Works.
- 7.2.2 Carry out and complete the Upgrade of Collector Road in accordance with the Road Design provided by the Council.
- 7.2.3 Commence the Works within six (6) months of commencement of the approved Road Design and complete the Works within twenty-four (24) months of commencement.
- 7.2.4 Should the commencement or completion of the Works be delayed for reasons beyond the control of the Developer, then the equivalent time period of the delay will be added to the timeframes set out in clause 7.2.3.
- 7.2.5 Source all materials for the Works from Barina Quarry, subject to meeting relevant road construction specifications.

- 7.2.6 Dispose of all clean fill (e.g., road base, sub-base, VENM/ENM waste) generated from the Works to Barina Quarry.
- 7.2.7 Use Collector Resources Pty Ltd machinery for the Works if required, subject to meeting industry standards.
- 7.2.8 carry out and complete the Works:
 - (a) in accordance with the requirements of, or consents issued, by any Authority;
 - (b) in accordance with the reasonable requirements of the Council and any applicable Development Consent; and
 - (c) in a proper and workmanlike manner complying with current industry practice and standards, including applicable Australian standards.

7.3 Road Design by Council

- 7.3.1 The Council must complete further investigations and the Road Design for Collector Road prior to the Developer commencing the Works.
- 7.3.2 The Council will use reasonable endeavours to approve the Road Design within three (3) months of the commencement of the Modified Development Consent.

7.4 Monetary Contributions

- 7.4.1 The Developer must pay road maintenance contributions based on the Upper Lachlan Section 94 Contributions Plan 2007, calculated at \$0.0699 per tonne per kilometre for the 1.54 km stretch of Collector Road, equating to \$0.1076 per tonne.
- 7.4.2 The Developer is entitled to a credit equal to the cost of the Works, determined under clause 7.7
- 7.4.3 No Monetary Contributions are payable until the credit is exhausted; each contribution due is offset against the remaining credit.
- 7.4.4 Once the credit is fully utilised, payments commence as per the Section 94 Plan, indexed per clause 7.5.

7.5 Indexation

- 7.5.1 The amount of each Monetary Contribution as required will be indexed in accordance with the following formula:

$$A = ((B \times C) / D)$$

where:

A = the indexed amount;

B = the value of the Monetary Contribution as set out in Schedule 6;

C = the Index most recently published before the date that the relevant item is provided, completed or paid as the case may be; and

D = the Index either current as at the date the agreement comes into effect, or where specifically set out in this Agreement.

If **A** is less than **B** then the amount of the relevant Monetary Contribution will not change.

7.5.2 For the purposes of clause 7.5.1:

- (a) each component of the Monetary Contribution is indexed as at the date it is paid; and
- (b) the Index means the Consumer Price Index (All Groups) for Sydney or such other index which replaces it from time to time.

7.5.3 Timing of contribution payments

- (a) Monetary Contribution payments that are required to be paid prior to the release of a Construction, Subdivision Works, or Subdivision Certificate may only be paid once the relevant application has been lodged for assessment, and no more than ten (10) Business Days before the issue of the relevant Certificate.
- (b) The Council reserves the right to decline and return payments made prematurely.

7.6 Haulage Operations

7.6.1 Following commencement of the Modified Development Consent the Developer may commence Restricted Haulage, limited to 70 movements per day, 10 movements per hour, 40 km/hr, daylight hours only, in compliance with the Driver Code of Conduct.

7.6.2 Restricted Haulage may continue for no more than thirty (30) months or until completion of the Works, whichever is earlier.

7.6.3 Upon completion of the Works to Council's satisfaction, the Developer may commence Full Haulage, up to 134 movements per day and 20 movements per hour.

7.7 Determination of Works Cost

7.7.1 Upon completion of the Works, the cost shall be determined by a Quantity Surveyor appointed by the Council, at the Developer's expense.

7.7.2 The cost excludes management/disposal of in situ contamination, delays caused by Council, and redesign costs due to unforeseen conditions.

7.7.3 The determined cost is the credit amount for clause 7.4.

7.8 Protection of People and Property

The Developer is to use all reasonable endeavours in relation to the performance of its obligations under this Agreement to ensure that:

- 7.8.1 all necessary measures are taken to protect people and property;
- 7.8.2 unnecessary interference with the passage of people and vehicles is avoided; and
- 7.8.3 nuisances and unreasonable noise and disturbances are prevented.

7.9 Grant Applications

- 7.9.1 The Council will use reasonable endeavours to identify and apply for grants from NSW or Commonwealth governments for the Works.
- 7.9.2 If a grant is obtained, the net amount (less Council's application/management costs) reduces the cost of the Works for the purpose of calculating the credit under clause 7.7.

8. Intentionally Omitted

9. Intentionally Omitted

10. Commencement of Works

10.1 Notice of Commencement

- 10.1.1 No later than ten (10) Business Days before the commencement of the Works in connection with the Modified Development Consent and this Agreement, the Developer is to submit to the Council a Commencement Notice (Commencement Notice).
- 10.1.2 The Developer must include in the Commencement Notice the projected works schedule, milestone dates and the anticipated completion date of the Items of Work.
- 10.1.3 The Developer must include in the Commencement Notice contact details of the daily site supervisor and the main Project Manager.

11. Completion of Works

11.1 Issue of Completion Notice

- 11.1.1 When the Developer is of the opinion that an Item of Work has been completed, the Developer must notify the Council in writing. The notice must specify and include:

- (a) a description of the Item of Work completed;

Barina Quarry, Collector

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- (b) a full Works as Executed Plan package of information in accordance with Schedule 5;
- (c) copies of all inspection and testing results undertaken;
- (d) where required the certification that the design requirements of any Australian Standards have been met;
- (e) a quantity cost report prepared by a Registered Surveyor that provides a detailed breakdown of the costs of the Item of Work; and
- (f) any other supporting documentation relied upon to verify completion.

The Developer must provide and submit the above documentation with the completion notice as one single package of information for the Works Completed (**Completion Notice**).

11.1.2 The Developer, being the copyright owner in the Works as Executed Plan, assigns the copyright in the Works as Executed Plan to the Council free of cost to the Council.

11.1.3 If the Developer is not the copyright owner of the Work as Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works as Executed Plan at the Developers expense and prior to the submission of a Completion Notice.

11.1.4 The Council may require, at its absolute discretion, the provision of an Occupation Certificate, Subdivision Certificate or Compliance Certificate to accompany the Completion Notice in order to accept.

11.2 Notice of Completion

The Council must provide notice in writing to the Developer within fifteen (15) Business Days that the relevant Item of Works the subject of a Completion Notice:

11.2.1 has been Completed (Acceptance of Completion Notice); or

11.2.2 request additional information that the Council acting reasonably considers necessary to assess the Item of Work for completion; or

11.2.3 will need to be inspected, tested, assessed or verified prior to issuing an Acceptance of Completion Notice; or

11.2.4 has not been Completed, in which case the notice must also detail:

- (a) those aspects of the Item of Works which have not been Completed; and
- (b) the work the Council requires the Developer to carry out in order to rectify those deficiencies.

11.3 Date of Completion

The date of completion of an Item of Work is the date recorded in the Acceptance of Completion Notice issued under 11.2.1.

11.4 Deemed Completion

If the Council does not provide the Developer with notice within the time specified in clause 11.2, the Item of Works subject of a Completion Notice will be deemed to have been Completed on the date the Completion Notice was received by the Council.

11.5 Effect of Council Notice

11.5.1 Where the Council serves notice on the Developer pursuant to clause 11.2.4, the Developer must:

- (a) Rectify the deficiencies in that item in accordance with that notice within a reasonable time (not being less than ten (10) Business Days from the date it is issued by the Council); or
- (b) Serve a notice on the Council that it disputes the matters set out in the notice.

11.5.2 Where the Developer:

- (a) serves notice on the Council in accordance with clause 11.2.4(b) the dispute resolution provisions of this Agreement apply; or
- (b) rectifies the Works in accordance with clause 11.5.1(a) it must serve upon the Council a new Completion Notice for the Item of Work. (New Completion Notice).

11.6 New Completion Notice

The provisions of clauses 11.1 to 11.5 (inclusive) apply to any New Completion Notice issued by the Developer.

12. Defects liability

12.1 Defects Notice

12.1.1 Where any Item of Works is Complete, but that item contains a minor Defect that the Council agrees can be rectified during the Defects Liability Period, or the Council becomes aware of a Defect after serving an Acceptance of Completion Notice, the Council may issue a notice to the Developer (Defects Notice) concerning that Item of Works but only during the relevant Defects Liability Period.

12.1.2 A Defects Notice must contain the following information:

- (a) the nature and extent of the Defect;
- (b) the work Council requires the Developer to carry out in order to rectify the Defect; and

- (c) the time within which the Defect must be rectified by the Developer (which must be a reasonable time and not less than ten (10) Business Days).

12.2 Developer to Rectify Defects

12.2.1 The Developer must rectify the Defects contained within a Defects Notice prior to the date specified in the Defects Notice.

12.2.2 The Developer must follow the procedure set out in clause 11 in respect of the Completion of the rectification of any Defect as if a reference in that clause to an Item of Works is a reference to the relevant Defect.

12.3 Inspection

12.3.1 The Council may undertake an audit, inspection or testing of developer work under suspicion of non-compliance of this Agreement or any legislation with or without giving reasonable notice in accordance with the relevant legislative requirements.

12.3.2 The Developer is to provide the Council with any assistance that is reasonably required by the Council to enable the Council to undertake any audit, inspection or test of the Works.

12.4 Right of Council to Step-in

The Council may, at its absolute discretion, enter upon the Land for the purpose of rectifying a Defect set out in the Defects Notice where the Developer has failed to comply with a Defects Notice, but only after giving the Developer five (5) Business Days written notice of its intention to do so.

12.5 Consequence of Step-in

If the Council elects to exercise the step-in rights granted to it under clause 12.4 then:

12.5.1 The Council may:

- (a) Enter upon any part of the Land reasonably required to exercise those step-in rights; and
- (b) Rectify the relevant Defects in accordance with the Defects Notice;

12.5.2 The Developer must not impede or interfere with the Council in exercising those rights; and

12.5.3 The Council may claim any costs incurred by it in doing so from the Developer as a liquidated debt.

12.6 Costs of the Council

Where the Council exercises its step-in rights under clause 12.4, it may:

12.6.1 Call upon the Bank Guarantees provided by the Developer pursuant to clause 18.4 to meet any costs for which the Developer is liable under clause 12.6; and

12.6.2 Recover as a debt due in a court of competent jurisdiction any difference between the amount of the Bank Guarantee and the costs incurred by the Council in rectifying the Defects.

12.7 The Council may call on Bank Guarantee

12.7.1 If the Developer does not comply with the terms of this clause, the Council may issue the Developer with a notice requiring the Developer to rectify the relevant default within twenty (20) Business Days from the date of that notice.

12.7.2 If the Developer fails to comply with a notice issued under clause 12.7.1 above, the Council, without limiting any other avenues available to it, may call on the relevant Bank Guarantee provided pursuant to clause 18.4 to the extent necessary to reimburse the Council for any costs incurred by it in rectifying the relevant default of the Developer.

12.8 Indemnity

The Developer indemnifies the Council against any Claim to the extent that the Claim arises as a direct result of a breach of this clause 12 by the Developer.

13. Intentionally omitted

14. Warranties and Indemnities

14.1 Warranties

The Developer warrants to the Council that:

14.1.1 it is able to fully comply with its obligations under this Agreement;

14.1.2 it has full capacity to enter into this Agreement; and

14.1.3 there is no legal impediment to it entering into this Agreement, or performing the obligations imposed under it.

14.2 Indemnity

Without limiting any other indemnities provided in this Agreement, the Developer indemnifies Council in respect of any Claim that may arise as a result of the conduct of the Works, but only to the extent that any such Claim does not arise as a result of the negligent acts or omissions of Council.

15. Contamination

15.1 Definitions

For the purpose of this clause:

Contamination has the meaning given to that word in the *Contaminated Land Management Act 1997* (NSW).

Contaminated means subject to Contamination.

Environment means all components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter;
- (d) any living organism; and
- (e) natural or man-made or modified features or structures,
- (f) and includes ecosystems and all elements of the biosphere.

Environmental Law means all laws relating to the protection of or prevention of harm to the Environment including but not limited to any law relating to the use of the land, planning, environmental assessment, the environmental or historic heritage, water, water catchments, pollution of air, soil, ground water or surface water, noise, soil, chemicals, pesticides, hazardous goods, building regulation, occupation of buildings, public health or safety, occupational health and safety, environmental hazard, any aspect of protection of the environment or the enforcement or administration of any of those laws (whether those laws arise under statute or the common law or pursuant to any permit, licence, approval notice, decree, order or directive of any governmental agency or otherwise).

15.2 Warranty and Indemnity

The Developer warrants that:

- 15.2.1 the Developer indemnifies and must keep indemnified the Council against all liability for and associated with all Contamination present in, on or under the Land.

15.3 Contamination Caused by Developer

- 15.3.1 If Contamination in, on or under the Land or land which is outside the boundary of the Land is caused or contributed to by the Developer or as a direct consequence of the Works being undertaken or carried out by the Developer under this Agreement, the Developer will, at its own cost and within a reasonable time, remediate the Contamination to a standard suitable for the current and proposed future use of that land.

15.3.2 Where Contamination is caused or contributed to by the Developer as a direct consequence of the Works being undertaken or carried out by the Developer under this Agreement, and that Contamination is in, on or under any land that is owned or occupied by the Council, or under the management and control of the Council, the Developer indemnifies and must keep indemnified the Council against all liability for and associated with all such Contamination.

16. Determination of this Agreement

16.1 Determination

This Agreement will determine upon the Developer satisfying all of its obligations under the Agreement.

16.2 Effect of Determination

Upon the determination of this Agreement the Council will do all things necessary to allow the Developer to remove this Agreement from the title of the whole or any part of the Land as quickly as possible.

17. Prohibition of Assignment

17.1 The Developer may not Assign its rights or obligations under this Agreement without the prior written consent of the Council.

17.2 The Developer must not Assign its interest in the Land, other than a single Residential Lot approved pursuant to a Development Consent and created by the registration of a plan of subdivision, unless:

17.1.1 the Council consents to the Assignment; and

17.1.2 the proposed assignee enters into an agreement to the satisfaction of the Council under which the assignee agrees to be bound by the terms of this Agreement with respect to the relevant part of the Land being assigned.

18. Intentionally Omitted

19. Dispute Resolution

19.1 Notice of Dispute

19.1.1 If a dispute between the parties arises in connection with this Agreement or its subject matter (Dispute), then either party (First Party) must give to the other (Second Party) a notice which:

- (a) is in writing;
- (b) adequately identifies and provides details of the Dispute;
- (c) stipulates what the First Party believes will resolve the Dispute; and

- (d) designates its representative (Representative) with the necessary authority to negotiate and resolve the Dispute.

19.1.2 The Second Party must, within seven (7) Business Days of service of the notice of dispute, provide a notice to the First Party designating as its representative a person with the necessary authority to negotiate and settle the Dispute (the representatives designated by the parties being together, the Representatives).

19.2 Conduct Pending Resolution

The parties must continue to perform their respective obligations under this Agreement if there is a Dispute but will not be required to complete the matter the subject of the Dispute, unless the appropriate party indemnifies the other parties against costs, damages and all losses suffered in completing the disputed matter if the Dispute is not resolved in favour of the indemnifying party.

19.3 Further Steps Required Before Proceedings

Subject to clause 19.12 and except as otherwise expressly provided in this Agreement, any Dispute must, as a condition precedent to the commencement of litigation, mediation under clause 19.5 or determination by an expert under clause 19.6, first be referred to the Representatives. The Representatives must endeavour to resolve the Dispute within seven (7) Business Days of the date a notice under clause 19.1 is served.

19.4 Disputes for Mediation or Expert Determination

If the Representatives have not been able to resolve the Dispute, then the parties must agree within seven (7) Business Days to either refer the matter to mediation under clause 19.5 or expert resolution under clause 19.6.

19.5 Disputes for Mediation

19.5.1 If the parties agree in accordance with clause 19.4 to refer the Dispute to mediation, the mediation must be conducted by a mediator agreed by the parties and, if the parties cannot agree within seven (7) Business Days, then by a mediator appointed by the President of the Law Society of New South Wales for the time being.

19.5.2 If the mediation referred to in clause 19.5.1 has not resulted in settlement of the Dispute and has been terminated, the parties may agree to have the matter determined by expert determination under clause 19.6.

19.6 Choice of Expert

19.6.1 If the Dispute is to be determined by expert determination, this clause 19.6 applies.

19.6.2 The Dispute must be determined by an independent expert in the relevant field:

- (a) agreed between and appointed jointly by the parties; or
- (b) in the absence of agreement within seven (7) Business Days after the date that the matter is required to be determined by expert

determination, appointed by the President of the Law Society of New South Wales for the time being.

19.6.3 If the parties fail to agree as to the relevant field within seven (7) b Business Days after the date that the matter is required to be determined by expert determination, either party may refer the matter to the President of the Law Society of New South Wales for the time being whose decision as to the relevant field is final and binding on all parties.

19.6.4 The expert appointed to determine a Dispute:

- (a) must have a technical understanding of the issues in dispute;
- (b) must not have a significantly greater understanding of one party's business, functions or operations which might allow the other side to construe this greater understanding as a bias; and
- (c) must inform the parties before being appointed of the extent of the expert's understanding of each party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the parties.

19.6.5 The parties must promptly enter into an agreement with the expert appointed under this clause setting out the terms of the expert's determination and the fees payable to the expert.

19.7 Directions to Expert

19.7.1 In reaching a determination in respect of a dispute under clause 18.6, the independent expert must give effect to the intent of the parties entering into this Agreement and the purposes of this Agreement.

19.7.2 The expert must:

- (a) act as an expert and not as an arbitrator;
- (b) not accept verbal submissions unless both parties are present;
- (c) on receipt of a written submission from one party, ensure that a copy of that submission is given promptly to the other party;
- (d) take into consideration all documents, information and other material which the parties give the expert which the expert in its absolute discretion considers relevant to the determination of the Dispute;
- (e) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
- (f) issue a draft certificate stating the expert's intended determination (together with written reasons), giving each party fourteen (14) Business Days to make further submissions;
- (g) issue a final certificate stating the expert's determination (together with written reasons); and

- (h) act with expedition with a view to issuing the final certificate as soon as practicable.

19.7.3 The parties must comply with all directions given by the expert in relation to the resolution of the Dispute and must within the time period specified by the expert, give the expert:

- (a) a short statement of facts;
- (b) a description of the Dispute; and
- (c) any other documents, records or information which the expert requests.

19.8 Expert May Convene Meetings

19.8.1 The expert must hold a meeting with all of the parties present to discuss the Dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.

19.8.2 The parties agree that a meeting under clause 19.8.1 is not a hearing and is not an arbitration.

19.9 Other Courses of Action

If:

19.9.1 the parties cannot agree in accordance with clause 19.4 to refer the matter to mediation or determination by an expert; or

19.9.2 the mediation referred to in clause 19.5 has not resulted in settlement of the dispute, the mediation has been terminated and the parties have not agreed to refer the matter to expert determination within seven (7) Business Days after termination of the mediation,

then either party may take whatever course of action it deems appropriate for the purpose of resolving the Dispute.

19.10 Final Determination of Expert

The parties agree that the final determination by an expert will be final and binding upon them except in the case of fraud or misfeasance by the expert.

19.11 Costs

If any independent expert does not award costs, each party must contribute equally to the expert's costs in making the determination.

19.12 Remedies Available Under the Act

This clause 19 does not prevent a party from seeking urgent injunctive or declaratory relief concerning any matter arising out of this Agreement.

20. Position of the Council

Barina Quarry, Collector

7666476

20.1 Consent Authority

The parties acknowledge that the Council is a consent authority with statutory rights and obligations pursuant to the terms of the Planning Legislation.

20.2 Agreement does not Fetter Discretion

This Agreement is not intended to operate to fetter:

20.2.1 the power of the Council to make any Law; or

20.2.2 the exercise by the Council of any statutory power of discretion (discretion).

20.3 Severance of Provisions

20.3.1 No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:

- (a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 19 is substantially satisfied;
- (b) in the event that clause 20.3.1(a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and
- (c) to endeavour to satisfy the common objectives of the parties in relation to the provision of this Agreement which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgment.

20.3.2 Where the Law permits the Council to contract out of a provision of that Law or gives the Council power to exercise a Discretion, then if the Council has in this Agreement contracted out of a provision or exercised a Discretion under this Agreement, then to the extent of this Agreement is not to be taken to be inconsistent with the Law.

20.4 No Obligations

Nothing in this Agreement will be deemed to impose any obligation on the Council to exercise any of its functions under the Act in relation to the Development Consent, the Land or the Development in a certain manner.

21. Confidentiality

21.1 Agreement not Confidential

The terms of this Agreement are not confidential, and this Agreement may be treated as a public document and exhibited or reported without restriction by any party.

22. GST

22.1 Definitions

In this clause:

Taxable Supply, GST, Tax Invoice and Input Tax Credit have the same meaning given to them in GST Law.

22.2 Non-monetary Supplies

22.2.1 The parties agree that any non-monetary supplies made by one party to the other pursuant to this Agreement (including Works and the dedication of land) will be exempt from GST pursuant to Division 82 of the GST Law.

22.2.2 In the event that one party reasonably believes that the non-monetary supply it makes to the other is a Taxable Supply then the parties agree to negotiate in good faith to agree to the GST inclusive market value of that Taxable Supply as follows:

- (a) the party making the Taxable Supply will issue a Tax Invoice to the other as soon as practicable after agreeing to the GST inclusive market value and will disclose the amount of GST included in the GST inclusive market value.
- (b) the recipient of the Taxable Supply will pay to the other party the amount of the included GST within fifteen (15) days of receiving the Tax Invoice.

22.2.3 In the event that both parties reasonably believe that each make a non-monetary Taxable Supply to the other, any GST payable by one party to the other will be off-set against each other and any net difference will be paid by the party with the greater obligation.

22.3 Supply Expressed in Terms of Money

If any party reasonably believes that it is liable to pay GST on a supply expressed in terms of money (or where the consideration for the supply is expressed in terms of the money) and made to the other party under this Agreement and the supply was not expressed to include GST, then:

22.3.1 the recipient of the supply must pay an amount equal to the GST on that supply to the other party;

22.3.2 the party making the supply will issue a Tax Invoice to the other party; and

22.3.3 the recipient of the supply will pay the amount of the GST to the supplier within fifteen (15) Business Days of receiving the Tax Invoice.

22.4 Expenses and Costs Incurred

If any expenses or costs incurred by one party are required to be reimbursed by the other party under this Agreement, then the amount of the reimbursement will be calculated as follows:

22.4.1 The amount of the cost or expense incurred by the party seeking reimbursement will be initially calculated excluding any Input Tax Credit to which that party is entitled to claim.

22.4.2 This amount initially calculated will be increased by the applicable rate of GST to equal a GST inclusive reimbursement amount and this amount will be paid by the party liable to make the reimbursement.

22.4.3 The party being reimbursed will issue a Tax Invoice to the other at the GST inclusive reimbursement amount prior to being reimbursed.

22.5 Survival of Clause

This clause 22 continues to apply after the expiration or termination of this Agreement.

23. Access to Land

23.1 Application of Clause

This clause applies if the Developer accesses, uses and/or occupies any land owned by the Council in performing its obligations or exercising its rights under this Agreement (Necessary Access).

23.2 Terms of Licence

The terms of Schedule 3 apply to any Necessary Access.

24. Council Costs

24.1 Legal Costs

The Developer shall bear its own costs and those of the Council in relation to the preparation, negotiation, execution and registration of this Agreement and any document related to this Agreement.

24.2 Ongoing Costs

The Developer shall bear its own costs and those of the Council in relation to the ongoing management and administration of this Agreement and any document related to this Agreement.

25. Administrative Provisions

25.1 Notices

25.1.1 Any notice, consent or other communication under this Agreement must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered to that person's address;
- (b) sent by pre-paid express mail to that person's address; or
- (c) sent by email to that person's email address.

25.1.2 A notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered to a person's address on a business day, then the next business day, otherwise on the next business day;
- (b) if sent by pre-paid express mail, on the third business day after posting; and
- (c) if sent by email to a person's email address and a confirmation of receipt can be retrieved on a business day, then the next business day, otherwise on the next business day.

25.2 For the purpose of this clause the address of a person is the address set out in this Agreement or another address of which that person may from time to time give notice to each other person.

Council Notice Details

Upper Lachlan Shire Council

Attention:

Position:

Address: The Chief Executive Officer
44 Spring Street, Crookwell NSW 2583

Email:

CC email:

Reference:

25.1.1 Developer Notice Details

Collector Resources Pty Ltd (ACN 619 710 155)

Attention: Lisa Polley (Director)

Address: 20 Woodward Road
Wilton NSW 2517

Email: admin@collectorresources.com.au

25.2 Entire Agreement

This Agreement is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

25.3 Waiver

25.3.1 The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

25.3.2 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the party to whom the waiver is given.

25.3.3 A waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligation or breach in any other circumstance or instance.

25.4 Counterparts

This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

25.5 Unenforceability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

25.6 Power of Attorney

Each attorney who executes this Agreement on behalf of a party declares that the attorney has no notice of:

25.6.1 the revocation or suspension of the power of attorney by the grantor; or

25.6.2 the death of the grantor.

25.7 Governing Law

The law in force in the State of New South Wales governs this Agreement. The parties:

25.7.1 submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this Agreement; and

25.7.2 may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of forum non conveniens.

25.8 Review Requirements

25.8.1 The parties agree to review during the event that either party believes that a change in circumstance has or will occur that will affect the operation and carry out this Agreement.

25.8.2 Review of this Agreement is required if any Legislation is introduced or changed to the effect that it would limit, stop, substantially change or otherwise hinder the operation or implementation of this Agreement in the opinion of either party.

25.8.3 The parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement should reasonable and necessary amendments be identified.

25.8.4 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to the Legislation, the parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.

25.9 Further Agreements

This Agreement does not restrict further agreements between the parties that are not inconsistent with this Agreement.

25.10 Variations

25.10.1 The design or specification of Works may be varied by agreement in writing between the parties without the need to amend this Agreement.

25.10.2 The Developer may, by written notice to the Council, propose any variation to design or specifications of any Works (Works Variation Notice).

25.10.3 The Council must, within fifteen (15) Business Days of receipt of a Works Variation Notice, respond in writing by either:

- (a) requesting any additional information that the Council considers necessary to review, consider and make an informed decision in relation to the Works Variation Notice; or
- (b) agreeing to any or all variations proposed in the Works Variation Notice; or
- (c) proposing an alternate variation to any or all variations proposed in the Works Variation Notice (Alternate Variation); or
- (d) refusing any or all variations proposed in the Works Variation Notice if that variation(s) would, in the Council's opinion, adversely affect the public benefit being provided under this Agreement.

25.10.4 The Developer must within ten (10) Business Days after receiving a notice in accordance with clause 25.10.3, notify the Council in writing whether the Alternate Variation can be affected and, if it can be affected, the Developer's estimate of the:

- (a) effect on the progress of the Development (including the Date of Completion); and
- (b) cost (including all warranties and time-related costs, if any) of the Alternate Variation.

- 25.10.5 The Council must within fifteen (15) Business Days of receipt of a written notice under clause 25.10.4 made in writing either accept or reject the Alternate Variation.
- 25.10.6 The Council may, by written notice to the Developer, reasonably require the Developer to vary the design or specification of the Works, in which case the Developer must comply with that requirement unless the Alternate Variation:
- (a) materially affects the Development;
 - (b) materially reduces the financial return or profitability of the Development; or
 - (c) will result in increased cost or delay in the Works undertaken by the Developer.
- 25.10.7 The following variations cannot be dealt with by clause 25.10. Such matters must be the subject of a formal amendment to this Agreement.
- (a) a change to the staging of the Development that changes the timing and amount of any Monetary Contribution, Security Value; or Attributed Values; or
 - (b) a change to the timing or amount of any Monetary Contribution, Security Value; or Attributed Values; or
 - (c) a change to the public benefits to be delivered; or
 - (d) a change that is not of a minor nature.

25.11 Surrender of Right of Appeal

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

25.12 Notations Under Section 10.7(5) of the Act

The Council may, at its absolute discretion, make a notation on a planning certificate issued under section 10.7(5) of the Act detailing the application or affect the Planning Agreement has on the Land.

25.13 Issue of Part 6 Certificates

- 25.13.1 The issuance of a Construction Certificate, Subdivision Works or Subdivision Certificate must not occur unless the terms of this Agreement have been satisfied; and
- 25.13.2 Written evidence from the Council delegate at clause 25.1.4 has been provided confirming that the terms of this Agreement have been met relevant to the certificate to the issued.

Signing Page**Executed** by the parties as a deed:**Dated**

Executed by COLLECTOR RESOURCES)
PTY LTD ACN 619 710 155 in accordance)
 with s.127(1) of the *Corporations Act* 2001:)

Signature of Director_____
Signature of Director or Company
Secretary_____
Print full name_____
Print full name

Signed on behalf of UPPER LACHLAN)
SHIRE COUNCIL ABN 81 011 241 552 by)
 its authorised delegate pursuant to s.377 of)
 the *Local Government Act* 1993 (NSW), in)
 the presence of:)
)

Signature of witness_____
Signature of delegate_____
Name_____
Name of delegate_____
Address of Witness_____
Position of delegate

Schedule 1. Requirements under section 7.4 of the Act

ITEM	REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
1.	Planning instrument and/or Development Application – (Section 7.4(1)) The Developer has: (a) Sought a change to an environmental planning instrument. (b) Made, or proposes to make, a Development Application. (c) Entered into an agreement with, or is otherwise associated with, a person, to whom clause (a) or (b) applies.	(a) The Developer has submitted a modification application to defer obligations under the Development Consent.
2.	Description of land to which this agreement applies – (Section 7.4(3)(a))	Barina Quarry, 2692 Collector Road, Collector NSW 2581 being part Lot 3 DP1177623, Lot 33 DP750008 and Lot A DP86342
3.	Description of change to the environmental planning instrument to which this agreement applies – (Section 7.4(3)(b))	
4.	Application of section 7.11 of the Act - (Section 7.4(3)(d))	Section 7.11 applies; contributions are offset by credits for Public Benefits per clause 7.4.
5.	Applicability of section 7.12 of the Act - (Section 7.4(3)(d))	Section 7.12 is excluded in respect of the Development.
6.	Consideration of benefits under this agreement if section 7.11 applies- (Section 7.4(3)(e))	Public Benefits are to be considered in determining s 7.11 contributions.
7.	Mechanism for Dispute resolution - (Section 7.4(3)(f))	Refer to clause 19 of the Agreement.
8.	Enforcement of this agreement - (Section 7.4(3)(g))	Refer to clauses 6 and 19 of the Agreement.
9.	No obligation to grant consent or exercise functions - (Section 7.4(3)(9))	Refer to clause 20.4 of the Agreement.

Schedule 2. Contract Details

ITEM		DESCRIPTION
1.	Land	2692 Collector Road, Collector NSW 2581 being part Lot 3 DP1177623, Lot 33 DP750008 and Lot A DP86342
2.	Development	Hard rock (Quartzite) extraction, processing and haulage operations. Hardstand construction requiring the importation and placement (as engineering fill) of ENM and VENM.
3.	Development Application	Modification application lodged [insert date or "concurrent with VPA"]
4.	Instrument Change	Not Applicable
5.	Attributable Value (clause 5)	Applies to the extent set out in Table 3 of Schedule 6.
6.	Defects Liability Period (clause 11)	24 months from the relevant Date of Completion.
7.	Maintenance Liability Period (clause 12)	As set out in Table 2 of Schedule 6.
8.	Security Amounts (clause 18)	As set out in Table 2 of Schedule 6.
9.	Additional Specifications	As set out in Table 4 of Schedule 6.
10.	[insert any additional details]	[insert details as required]

Schedule 3. Terms of Licence

1. Definitions

For the purposes of this Schedule 3:

- 1.1 the Land is the land being accessed under the Licence;
- 1.2 the Licence means the licence of the Land to which this Schedule applies;
- 1.3 the Licensee is the party accessing the Land; and
- 1.4 the Licensor is the owner of the Land.

2. Licence

2.1 Personal Rights

- 2.1.1 The Licence is personal to the Licensee.
- 2.1.2 The Licensee may not encumber, assign or transfer (either directly or indirectly) the Licence without the prior written consent of the Licensor.
- 2.1.3 The Licensor may refuse the granting of consent under clause 2.1.2 without reason and at its absolute discretion.

3. Leasehold Interest

This deed does not grant to the Licensee a leasehold interest in the Land. The parties agree that:

- 3.1.1 The Licence does not confer exclusive possession of the Land on the Licensee;
- 3.1.2 The Licensee may not exclude the Licensor, its officers, employees and invitees from:
 - (a) entry onto the Land; and/or
 - (b) the performance of any works on the Land;

provided that such entry onto and/or performance of work on the Land does not unreasonably interfere with the activities being carried out on the Land by the Licensee;

- 3.1.3 the Licensee does not have any right to quiet enjoyment of the Land; and
- 3.1.4 the Licensee will not at any time seek to enforce an interest in the Land in competition with the interest held by the Licensor.

4. Compliance with authorities

4.1 No Warranty as to Suitability for Use

The Licensee acknowledges and agrees that the Licensor has not made any representation or warranty to the Licensee regarding the suitability of the Land for the purposes of the Licensee.

4.2 Compliance with the Terms of the Consents

The Licensee must comply with the requirements of all Authorities in relation to its access to the Land and the conduct of any activities on it by the Licensee.

4.3 Compliance with Directions from Authorities

The Licensee must comply with all notices, directions, orders or other requests served upon itself or the Licensor and which arise from the conduct of any activities on the Land by the Licensee.

4.4 Obtaining Further Consents

4.4.1 If the Licensee requires further consents to conduct activities on the Land it must:

- (a) Make such applications itself; and
- (b) Bear all costs incurred by it in relation to obtaining the relevant consent.

4.4.2 The licensor agrees that it will, where required, sign all authorities reasonably required by the Licensee to make any application to any Authority.

4.5 Making good

4.5.1 The Licensee must make good all damaged occasioned to the land and any assets on that land that are damaged in anyway in obtaining access to and in the undertaking of any works on the land.

4.5.2 The Licensor agrees that it will, where required, make good all damage within ten (10) Business Days of the damage occurring.

5. Limitation of the Licensor's liability

5.1 Insurances

5.1.1 The Licensee must effect and keep current and in force the following policies of insurance:

- (a) a Broadform Public Liability Insurance policy with a reputable insurance company approved by the Licensor in an amount of \$20,000,000 for any one occurrence in respect of any liability for:
 - i. personal injury or death of any person; and
 - ii. loss or damage to property;

- (b) Workers compensation insurance under the Workers Compensation Act 1987 covering all persons employed or deemed to be employed by the Licensee in connection with the conduct of the activities on the Land by the Licensee;
- (c) A comprehensive policy of motor vehicle insurance or an unlimited third party property insurance policy in respect of all motor vehicles used in the performance of the activities on the Land by the Licensee; and
- (d) A contractor's risk policy of insurance in respect of all plant and equipment (including unregistered motor vehicles) used in the conduct of the activities on the Land by the Licensee.

5.1.2 The policies referred to in clauses 4.1.1(a), 4.1.1(c) and 4.1.1(d) must note the interest of the Licensor as principal.

5.2 Inspection of Insurance

5.2.1 The Licensee must produce at the renewal of each policy a certificate of currency issued by the insurer establishing that the policy is valid.

5.2.2 The licensor may carry out random audits to verify insurances held by the Licensee. The Licensee will assist in any audit and provide evidence of the terms and currency of the insurance policies wherever requested by the Licensor.

5.3 Cancellation of Insurance

If any policy is cancelled either by the Licensee or the insurer the Licensor must notify the Licensor immediately.

5.4 Risk

The Licensee uses and occupies the Land at its own risk.

5.5 Indemnity

The Licensee indemnifies the Licensor against any Claim (of whatever nature) made in respect of the Licensee's use and/or occupation of the Land.

Schedule 4. Inspection & Testing Requirements

1. Inspection of Works

As a minimum the Works are to be inspected by the Certifier at the following stages of construction (where required) and a satisfactory inspection result received. Where a portion of the works is not approved, no further work may proceed whereby the failed portion of the work may become incorporated into any new works.

Additional inspections other than those described below may be required by the Certifier.

1.1 Erosion and Sediment Control and Site Set Up

- (a) Implementation of all required erosion and sediment control measures before commencement of construction.
- (b) All required site set up works required to satisfy all prior to commencement conditions.

1.2 Drainage

- (a) Trench excavated, bedding material placed, and pipes/conduits (showing pipe class) laid prior to backfilling and non-cohesive granular backfilling material up to haunch.
- (b) Filter material placed in subsoil drains prior to backfilling.
- (c) Pit walls, wing walls and head walls with reinforcement and place prior to casting.
- (d) Connection to existing system prior to backfilling.
- (e) Channel/watercourse tail out works after construction.

1.3 Pavement Co on

- (a) Prior to works commencing approval of the material used in road pavements shall be obtained from Council, including the source of the material and most recent material testing.
- (b) Sub-grade proof roll test (a visual and deflection check by fully laden water cart with capacity of 10,000 litres of water) or in accordance with T198.
- (c) Sub-base proof roll test at kerb alignment (a visual check and roller test with IOT smooth drum roller) or in accordance with T198.
- (d) Base course Benkelman Bean test carried out by NATA registered Geotechnical Engineer at 10m intervals.

1.4 Wearing Surface

- (a) Application of the wearing surface shall not occur without the approval of the Council. The following shall be submitted to Council to

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demonstrate compliance with Upper Lachlan Shire Council Engineering specification prior to approval to seal.

- (b) Inspection sampling and testing plans.
- (c) Survey conformance report for subgrade, subbase and base prior to the proof roll inspection.
- (d) Materials test report for each layer of pavement i.e. subgrade, subbase, base (CBR test, Compaction test etc) prior to the proof roll inspection
- (e) Benkelman Beam Test results.
- (f) Visual inspection of the initial seal/primer seal prior to application of the final wearing surface.
- (g) Core Drills of the wearing surface will be undertaken by Council.

1.5 Footpath, Off-road Cycleway and Shared Way Works

- (a) Sub-grade roller test (1.8t smooth drum roller).
- (b) Steel and formwork for tank/pit prior to placement of concrete.
- (c) Pipes upstream/downstream of tank/pit prior to backfilling.

1.6 Installation of Stormwater Quality Devices

- (a) Prior to works commencing approval of the material used in stormwater quality devices such as stormwater bio filtration systems shall be obtained from Council, including the source of the material and most recent material testing.
- (b) The reduced base level of the basin upon which the drainage and bio filtration system is to be constructed, must be demonstrated on site that the base is either level or has been provided with the required falls. Certification from a registered surveyor is required.
- (c) Inspection of each layer in the stormwater quality device prior to placement of the next layer.
- (d) Prior to the planting of any plants, approval shall be obtained from the Certifier.

1.7 In-situ Concrete

- (a) Sub-grade roller test (10t smooth drum roller, 1.8t for tight spaces in agreement with Council).
- (b) Steel and formwork prior to placement of concrete.

2. Sampling and Testing of Materials

As a minimum all materials incorporated into the work shall be subject to inspection, testing and approval by the Certifier in accordance with the following table.

Additional requirements other than those described below may be required by the Certifier.

MATERIAL	STANDARD	HOLD POINT	TEST VERIFICATION
Concrete	AS3600	Concrete pour	Manufacturers certification
Ready Mixed Concrete	AS1379	Concrete pour	NATA Certificate
Hardened Concrete	AS1012	7-day, 28-day strength	NATA Certificate
Reinforcing Bars/Wire	AS/NZ4671	Concrete pour	Manufacturers certification
Interlocking Concrete and Clay Paver Units	AS/NZ4456	Taking delivery	NATA Certificate
Precast Reinforced Box Culvert	AS1597	Taking delivery	Manufacturers certification
Pipes	As for pipe type	Taking delivery	Manufacturers certification
Compacted Sub-grade	AS1289, AS3798	Pavement construction	Proof rolling, NATA Certificate
Compacted Sub base	AS1289, AS3798	Placing base course	Proof rolling, NATA Certificate
Compacted Base Course	AS1289, AS3798	Road surfacing	Proof rolling, NATA Certificate and Benkelman Beam
Asphaltic Concrete	AS2891, RTA T612	Completion of asphalt works	NATA Certificate
Earth Fill	AS1289, AS3798	Taking delivery	NATA Certificate and Plan
Crushed Rock	RTA WA 3051, RTA, T114, T215, T221, T276	Taking delivery	NATA Certificate
Natural Gravel	RTA T106, T114, T105, T109, T215	Taking delivery	NATA Certificate

Schedule 5. Works as Executed Information

The Developer must provide a copyright free set of Works as Executed plans and supporting electronic files in accordance with this Schedule 5.

1. Works as Executed Plans

- 1.1 The Works as Executed Plans are the approved design plans amended to indicate the as-built nature of the work as they deviate from the approved plans and include-
 - (a) any departure from the approved plans, such departure must be shown clearly in red with all other colours displayed as either a grey scale or in black ink;
 - (b) any additional work that has been undertaken;
 - (c) the location of council conduits, utility services infrastructure, subsoil drains associated with road pavements;
 - (d) stop valves, hydrants, sewer manholes, sewer junctions, interlot drainage, inlet junctions, stormwater drainage and pits, headwalls, Gross Pollutant Traps, rip rap and scour protection, etc;
 - (e) the extent of filter media, sub soil drainage, slope batters, weir outlets, spillways channels, embankments, rip rap and scour protection, access ramps, hardstand areas, fencing locations and all other features associates with any Bioretention Basin;
 - (f) all other details of works to be handed over to Council; and
 - (g) for any stormwater pipe identified to be laid at a grade of 2% or less the verification method of the as built grade is a theodolite. This must be clearly identified on a Works as Executed Plans.
- 1.2 The Works as Executed Plans are to be certified by a registered surveyor that the Works as Executed drawings are a full and accurate representation of the constructed works.

2. Provision of GIS data

- 2.1 The GPS electronic data below is required to be captured and provided with the Works as Executed information. The provider must certify that the data provided complies with this clause.
 - (a) Survey Type/Standard - Real Time Kinematic (RTK) by registered surveyor
 - (b) Projection - GDA2020(MGA55)
 - (c) Position quality - Within 20mm horizontal, 30mm vertical

- (d) File format - Co-ordinates to be provided in Excel *.xls spreadsheet or comma delimited *.txt or .csv; and line data to be provided in either MapInfo Tab or DWG formats
- (e) Data required - Co-ordinates, AHD height, point codes and unique ID's, distinct lines connecting individual coordinate points clearly differentiated in colour for discrete assets. Levels in MGA (AHD)
- (f) Code legend - Code legend to be provided

2.2 The following points, line and related tables are required

- (a) Property - Individual lot boundary points;
- (b) Roads, Kerbs and gutter at invert to show line and length, including at tangent points. Footpaths on both edges to show line and length. Traffic island around the outside edge to show size and shape;
- (c) Water Supply – Water mains at T-junctions and length. Hydrants at the centre of the cover. Stop valves at the centre of the cover. Meter boxes at the centre of the box.
- (d) Sewer – Manholes at centre of lid. Property connections at the intersection point with the main and at the end of the junction.
- (e) Stormwater – Pits at the centre of the lid. Headwalls at the centre of the headwall. Property connections at the intersection point with the main and at the end of the junction. Water quality devices e.g. swales, bio-detention basin, at relevant points to provide the outline and profile; and
- (f) Other – Other significant infrastructure features.

3. Files to be provided

3.1 To satisfy a requirement to provide Works as Executed plans, the Developer must provide as a minimum the following Works as Executed Files-

- (a) A full set of the Works as Executed Plans in PDF; and
- (b) A full set of the Works as Executed Plans in DWG format; and
- (c) The supporting GIS data files

Schedule 6. Public Benefits & Security Values

1. Overview

The Developer in accordance with this Schedule 6 and this Agreement must provide each Public Benefits and Security Values identified in the tables below, by the due date corresponding to that Public Benefit or Security Value, and any additional specifications identified for that Public Benefit set out in Table 4 of Schedule 6.

2. Table 1 – Public Benefits

Contribution	Public Purpose	Manner & Extent	Timing	Contribution Credit	Value of Works
A. Dedication of Land					
B. Carrying out of Work					
	Upgrade of Collector Road	In accordance with agreed construction programme	Commence within 6 months of DA Modification; complete within 24 months of commencement, subject to clause 7.2.4	N/A	[TBC]

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C. Monetary Contribution					
	Road Maintenance	\$0.1076/t/km as per Section 94 Plan, offset by Works cost credit	Ongoing, post-credit exhaustion	Credit per clause 7.7	
D. Maintenance Obligations					

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3. Table 2 – Security Values

Security	Purpose	Timing	Value

4. Table 3 – Attributable Values

Contribution	Attributed Value	Timing	Comments
Upgrade	Cost of Works per clause 7.7	Upon completion	Offset against Monetary Contributions

5. Table 4 – Additional Specifications

Item of Work	Purpose	Additional Specifications	Timing

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Schedule 7. Disclosures

No disclosures made by the Developer for the purposes of clause 15.2 or insert disclosures made.

Schedule 8. Intentionally omitted

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Schedule 9. Plans

Insert plans as required.

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