

INVERELL SHIRE COUNCIL
NOTICE OF MEETING
CIVIL & ENVIRONMENTAL SERVICES COMMITTEE

4 May, 2017

A Civil & Environmental Services Committee Meeting will be held in the Committee Room, Administrative Centre, 144 Otho Street, Inverell on Wednesday, 10 May, 2017, commencing at 8.30 am.

Your attendance at this Civil & Environmental Services Committee Meeting would be appreciated.

P J HENRY PSM

GENERAL MANAGER

A G E N D A

SECTION A	APOLOGIES CONFIRMATION OF MINUTES DISCLOSURE OF CONFLICT OF INTERESTS/PECUNIARY AND NON-PECUNIARY INTERESTS PUBLIC FORUM BUSINESS ARISING FROM PREVIOUS MINUTES
SECTION B	ADVOCACY REPORTS
SECTION C	COMMITTEE REPORTS
SECTION D	DESTINATION REPORTS
SECTION E	INFORMATION REPORTS
SECTION F	GENERAL BUSINESS
SECTION G	CONFIDENTIAL MATTERS (COMMITTEE-OF-THE-WHOLE)

NOTE: FOLLOWING THE CONCLUSION OF THE MEETING, A JOINT COMMITTEE MEETING WILL BE HELD IN THE COMMITTEE ROOM.

Quick Reference Guide

Below is a legend that is common between the:

- Inverell Shire Council Strategic Plan;
- Inverell Shire Council Delivery Plan; and
- Inverell Shire Council Operational Plan.



CIVIL & ENVIRONMENTAL SERVICES COMMITTEE MEETING

Wednesday, 10 May, 2017

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MINUTES OF THE CIVIL & ENVIRONMENTAL SERVICES COMMITTEE MEETING
HELD IN THE COMMITTEE ROOM, 144 OTHO STREET, INVERELL ON
WEDNESDAY, 12 APRIL, 2017, COMMENCING AT 8.30 AM.

PRESENT: Cr D F Baker (Chairperson), Crs P J Harmon, M J Peters, S J Berryman and J N McCosker.

Also in attendance: Crs J A Watts, C M Dight, P A King and A A Michael.

Paul Henry (General Manager), Brett McInnes (Director Civil and Environmental Services), Ken Beddie (Director Corporate and Economic Services), Justin Pay (Manager Civil Engineering) and Anthony Alliston (Manager Development Services).

SECTION A

APOLOGIES:

There were no apologies received.

1. CONFIRMATION OF MINUTES

RESOLVED (Harmon/Berryman) that the Minutes of the Civil and Environmental Services Committee Meeting held on 8 March, 2017, as circulated to members, be confirmed as a true and correct record of that meeting.

2. DISCLOSURE OF CONFLICT OF INTERESTS/PECUNIARY AND NON-PECUNIARY INTERESTS

There were no interests declared.

3. BUSINESS ARISING FROM PREVIOUS MINUTES

Nil.

SECTION B
ADVOCACY REPORTS

MCE-A 1. NOTICE OF MOTION - BUKKULLA RECREATION GROUND S13.5.3

RESOLVED (Peters/Harmon) that the Committee recommend to Council that Bukkulla Recreation Ground and building drainage upgrades as discussed be completed.

Cr Harmon Ashford Salami Festival

The Mayor attended the Salami Festival Long Lunch with Cr Michael, Cr Baker and Cr Dight. The event was a success.

SECTION D
DESTINATION REPORTS

1. CONTRACT FOR THE MANAGEMENT AND OPERATION OF THE INVERELL SWIMMING POOL AND THE ASHFORD SWIMMING POOL – EVALUATION OF TENDERS (T3/2017) S4.19.16

RESOLVED (Berryman/Harmon) that the Supplementary Confidential Report in relation to the evaluation of Tenders for the management and operation of the Inverell Swimming Pool and the Ashford Swimming Pool be considered at a Closed Committee as:

- i) *the matters and information are 'commercial information of a confidential nature that would, if disclosed, prejudice the commercial position of the person who supplied it.' (Section 10A(2)(d)(i) of the Local Government Act, 1993);*
- ii) *on balance the public interest in preserving the confidentiality of the information outweighs the public interest in openness and transparency in Council decision-making by discussing the matter in open meeting; and*
- iii) *all reports and correspondence relevant to the subject business be withheld from access to the media and public as required by section 11(2) of the Local Government Act, 1993.*

MCE-A 2. HIGHER MASS LIMIT ASSESSMENT - BRUXNER WAY S15.8.48

RESOLVED (Harmon/Berryman) that the Committee recommend to Council that the entire length of Bruxner Way in the Inverell Shire be approved for Higher Mass Limit vehicle access and that this route be included in the Roads and Maritime Services HML maps.

At this juncture, the time being 8.40am, Cr Baker departed the meeting due to her ongoing pecuniary interest with the Town Centre Renewal Plan. Cr Harmon assumed the Chair.

DCES-A 3. URBAN WORKS PROGRAM S28.21.1/09

RESOLVED (Berryman/Harmon) that the Committee recommend to Council that the Otho Street Town Centre Renewal Plan Upgrade Plan be endorsed and the existing six (6) Plane Trees identified for removal be removed.

At this juncture, the time being 9.09am, Cr Baker returned to the meeting and assumed the Chair.

MCE-A 4. RESTRICTED ACCESS VEHICLE REQUEST – YETMAN AREA
S30.9.11/01

RESOLVED (Harmon/McCosker) that the Committee recommend to Council that;

- i) *The 1.38km section of Tarwoona Road be approved however, the remainder of Tarwoona Road not be approved for B-Double access;*
- ii) *Keetah Road be approved for B-Double access and be gazetted as a B-Double route, subject to risk mitigation measures being completed;*
- iii) *Holdfast Road be approved for B-Double access and be gazetted as a B-Double route, subject to risk mitigation measures being completed, with the exception of the 3km section starting at 12.1km from Bruxner Way;*
- iv) *Council apply for grant funding for the cost of the signage works required to complete the risk mitigation measures;*
- v) *Council notify the applicants of the outcome of their application and proposed course of action.*

DCES-A 5. AQUATIC CENTRE FORWARD PLANNING S5.11.39

RESOLVED (Harmon/Berryman) that the Committee recommend to Council that:

- i) *The information be received and noted;*
- ii) *An Aquatic Centre Planning Sunset Committee be convened;*
- iii) *The Committee comprise three (3) members; being the Mayor, Cr King and Cr Berryman; and*

- iv) *The task of the Sunset Committee be:*
 - a) *To consider the contents of the relevant consultant reports and work with staff to develop a Swimming Pools Renewal Strategy; and*
 - b) *Upon completion of the Swimming Pools Renewal Strategy assist in the formulation of a design brief to achieve the outcomes contained in the strategy.*

MCE-A 6. ORCHARD PLACE S28.10.SR235

MOTION (Berryman/Harmon) that the Committee recommend to Council that;

- i) Orchard Place continue to be maintained in accordance with its classification as a 'Rural Collector' road;*
- ii) Council continue to monitor the level of service provided to road users on Orchard Place; and*
- iii) Council formally advise residents who have made previous representations of their decision.*

AMENDMENT (Harmon/Baker) that the Committee recommend to Council that;

- i) Orchard Place continue to be maintained in accordance with its classification as a 'Rural Collector' road;*
- ii) Funding be provided in the 2017/18 Budget to upgrade the southern section to bitumen sealed standard with a cul-de-sac to be constructed immediately north of the old airport runway.*

The amendment on being put to the meeting was lost.

The motion on being put to the meeting was CARRIED.

SECTION E
INFORMATION REPORTS

- 1. WORKS UPDATE S28.21.1/10
- 2. WATER PRESSURE AT DELUNGRA S32.13.3

RESOLVED (Harmon/Berryman) that the items contained in the Information Reports to the Civil & Environmental Services Committee Meeting held on Wednesday, 12 April, 2017, be received and noted.

SUPPLEMENTARY SECTION E
INFORMATION REPORTS

- 3. LANDFILL REHABILITATION PROGRAM S15.8.58/03

RESOLVED (Harmon/Berryman) that the Landfill Rehabilitation Report be received and noted.

SECTION F
GENERAL BUSINESS

Cr Peters Performance Management

Cr Peters asked about the Performance Management role of the Committee and how this can be enhanced particularly in the area of efficiency.

SECTION G
CONFIDENTIAL REPORTS IN CLOSED COMMITTEE
(SECTION 10A(2) OF THE LOCAL GOVERNMENT ACT 1993)

At 9.46am, the Chairperson offered the opportunity to members of the public to make representations as to whether any part of the Committee Meeting should not be considered in Closed Committee. There was no response from the public.

CLOSED COMMITTEE REPORTS

RESOLVED (Berryman/McCosker) that the Committee proceed into Closed Committee to discuss the matters referred to it, for the reasons stated in the motions of referral.

Suspension of Standing Orders

At this juncture, the time being 9.50am, the Chairperson sought agreement to suspend Standing Orders to enable a general discussion to take place regarding Council's Pool Facilities.

Resumption of Standing Orders

At this juncture, the time being 10.08am, Standing Orders resumed and the Committee considered the balance of the Agenda.

MDS-A Upon resuming Open Committee at 10.11am, the Chair verbally reported that the Committee, with the Press and Public excluded, having considered the matters referred to it, recommends as follows:

1. CONTRACT FOR THE MANAGEMENT AND OPERATION OF THE INVERELL SWIMMING POOL AND THE ASHFORD SWIMMING POOL – EVALUATION OF TENDERS (T3/2017) S4.19.16
 - i) *Council accept the Tender from Community Aquatics Pty Limited for the sum of \$396,000 over the three (3) year term with a two (2) year option at the absolute sole discretion of Council, subject to satisfactory financial checks by an independent agent; and*
 - ii) *The General Manager be authorised to execute the Contract under the common seal of Council.*

ADOPTION OF RECOMMENDATION

RESOLVED (Harmon/Peters) that the recommendation from Closed Committee be adopted.

There being no further business, the meeting closed at 10.21am.

CR D F BAKER

CHAIRPERSON

TO CIVIL & ENVIRONMENTAL SERVICES COMMITTEE MEETING 10/5/2017

ITEM NO:	1.	FILE NO: S11.1.2
DESTINATION 3:	An environment that is protected and sustained	E
SUBJECT:	DOG EXERCISE AREA	
PREPARED BY:	Paul Henry, General Manager	

SUMMARY:

The RSPCA (Inverell Branch) requests that a 'fenced off-leash' area for dogs be constructed. The Committee is requested to determine a position on this request.

COMMENTARY:

The Inverell Branch of the RSPCA proposes that a dedicated 'fenced, safe, off-leash' area for dogs be constructed in Sinclair Park.

The reasons advanced for this location are:

- It's on the approach to town and visitors (many of whom have animals), would see it as they drive in;
- It has a BBQ area - if this was fenced off – the animals could roam freely in the dedicated area, while the owners take refreshments;
- Area has shade; and
- Already has amenities block.

The organisation also suggests that if the facility is constructed it should be advertised on the Australian Explorer website – 'Travelling around Oz with a dog'.

The Committee is requested to determine a position in respect of this request.

Councillors may wish to consider the following matters:

- a) An off-leash dog exercise area is already provided on the river flats (behind Cousin's Motor Inn) and is accessible from Campbell Street. This area is not fenced due to the area being 'flood prone' land.
- b) Is another off-leash area required? If so, is Sinclair Park the most appropriate location?
- c) The *Companion Animals Act, 1998* places the following requirements on councils:
 - There must be at least one public place in an area of the local authority that is designated as an 'off-leash' area;
 - It is a duty of Council to provide sufficient rubbish receptacles for proper disposal of dog faeces at 'off-leash' areas;
 - Dogs are prohibited within 10m of play equipment; and
 - Dogs are prohibited within 10m of food preparation and eating areas such as BBQ's and picnic tables.
- d) No data on the possible demand for this type of facility is available.

RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:

Strategy: E.05 Manage human impacts on the Shire's unique diversity of plants and animals.

Term Achievement: E.05.02 Council has a partnership program in place to promote companion animal welfare.

Operational Objective: E.05.02.01 To assist in the welfare of companion animals in the Shire by promoting and protecting them through the development and adoption of sound animal welfare standards and practices.

POLICY IMPLICATIONS:

Nil.

CHIEF FINANCIAL OFFICER'S COMMENT:

Nil.

LEGAL IMPLICATIONS:

Under the Companion Animals Act 1998, requirements are placed on Council in respect of off-leash areas.

RECOMMENDATION:

A matter for the Committee.

ITEM NO:	2.	FILE NO: S28.27.2
DESTINATION 5:	The communities are served by sustainable services and infrastructure	S
SUBJECT:	SAPPHIRE WIND FARM - ROAD DILAPIDATION DEED	
PREPARED BY:	Justin Pay, Manager Civil Engineering	

SUMMARY:

A condition of the Development Consent for the Sapphire Wind Farm project is that the proponent enters into an agreement with associated road authorities regarding maintenance and repair of public roads that are used during the construction phase of the project. Council has received the Sapphire Wind Farm Road Dilapidation Deed (Inverell) for execution. The Committee are being asked to provide their concurrence for the execution of the deed.

COMMENTARY:

A condition of the Development Consent for the Sapphire Wind Farm project is that the proponent enters into an agreement with associated road authorities, regarding maintenance and repair of public roads that are used during the construction phase of the project. Council's Civil Engineering branch staff have been in negotiations with the proponent for several months regarding the detail in

the Agreement (deed). A copy of the deed and associated attachments is provided in Appendix 1 (D6-D56) for the information of Council.

The Inverell Shire Council controlled roads that are included in the project transport route and hence covered by this deed are:

- (a) Waterloo Road from the Council boundary to Western Feeder Road;
- (b) Waterloo Road from Western Feeder Road for a distance of 1 kilometre towards Woodstock Road; and
- (c) Western Feeder Road.

These roads are the only Inverell Shire Council roads listed in the projects Construction Transport Management Plan and as such, are the only roads that any traffic associated with the wind farm construction are permitted to use. One exception to this is the use of Kings Plains Road for the purpose of hauling gravel from Council's roadside gravel pit. An agreement has been entered into between Council and the wind farm civil construction sub-contractor, regarding use of Kings Plains Road for this purpose.

The key element of the deed is that all damage to Council road infrastructure resulting from the Wind Farm construction project is to be rectified by the proponent. The agreement outlines that regular maintenance is to be carried out by the proponent to ensure that the level of service is not impacted throughout construction. Also, that at the end of the construction phase, all roads are to be returned to their pre-construction condition. To facilitate this, a baseline report was prepared (at the expense of the proponent and to the satisfaction of Council) that outlines the pre-construction condition of the above sections of Council road.

Any upgrades to Council infrastructure needed to facilitate the project require approval under Section 138 of the Roads Act. Council's Civil Engineering branch staff have been working with the proponent in this regard, under delegated authority. All upgrades are at the expense of the proponent and will lead to improved infrastructure at the completion of the project. The proposed upgrades include improving vertical and horizontal alignment at a number of crests, corners and concrete causeways. It is also proposed to replace a number of concrete causeways with wider and longer structures.

The original conditions of consent required that this deed be executed prior to any project works commencing. The proponent negotiated with Council to amend this condition to allow commencement of construction to be expedited. Council agreed to this amendment on the basis that the deed be negotiated in good faith and that the proponent ensure that no reduction in the level of service of Council's road network be experienced prior to execution of the deed.

From the commencement of the project in early 2017, Council has maintained a good working relationship with the proponent and associated sub-contractors. To this point, the road network associated with the project transport route has been well maintained with very few resident complaints. Any complaints that have been received have been swiftly dealt with by the proponent.

RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:

Strategy: S.08 Civil infrastructure is secured, maintained and used to optimum benefit.

Term Achievement: S.08.01 An asset management strategy is in operation for civil infrastructure that optimises its use and maintains it to agreed standards fit for its contemporary purpose.

Operational Objective: S.08.01.01 An Asset Management Strategy for Civil assets is developed, maintained and implemented.

POLICY IMPLICATIONS:

Nil.

CHIEF FINANCIAL OFFICER'S COMMENT:

Nil.

LEGAL IMPLICATIONS:

The deed outlines responsibilities of both parties regarding maintenance and upgrade of road infrastructure relating to activities associated with construction of the wind farm, in accordance with the Development Consent.

RECOMMENDATION:

That the Committee recommend to Council that the Sapphire Wind Farm, Road Dilapidation Deed (Inverell) be executed under the common seal of Council.

ITEM NO:	3.	FILE NO: S18.8.3/03
DESTINATION 5:	The communities are served by sustainable services and infrastructure	S
SUBJECT:	HERITAGE ADVISOR FUNDING	
PREPARED BY:	Paul Henry PSM, General Manager	

SUMMARY:

Advice has been received that Council's Heritage Advisor has been funded by the State Government for a further 12 months.

COMMENTARY:

The Member for Northern Tablelands has advised that the State Government has approved \$31K in funding to enable Council to continue with the engagement of the contracted Heritage Advisor for a further 2 years and a small grant program to assist with the restoration of historic buildings.

For over 20 years Council has engaged a Heritage Advisor, one day a month to assess the heritage issues associated with development applications, providing onsite advice for owners and assisting with assessing applications for funding from Council's annual Heritage Fund.

Part of the grant funding will supplement the annual budget allocation provided by Council to assist owners of 'heritage listed' properties.

The continuing support of the State Government for Council's proactive approach to the preservation of the community's heritage is appreciated.

RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:

Strategy: S.06 Established population centres are revitalised and people have pride in the community in which they live.

Term Achievement: S.06.01 A program of renewal for village facilities is implemented that contributes to a sense of community identity and cohesiveness.

Operational Objective: S.06.01.01 Work with residents to create and revitalise places and spaces to reflect their local identity, making public places more appealing for use by broad range of community members.

POLICY IMPLICATIONS:

Nil.

CHIEF FINANCIAL OFFICER'S COMMENT:

Nil.

LEGAL IMPLICATIONS:

Nil.

RECOMMENDATION:

That the information be noted and Mr Adam Marshall be thanked for his approaches in support of Council's Heritage program.

APPENDIX 1



Sapphire Wind Farm Road Dilapidation Deed (Inverell)

Parties

Inverell Shire Council

SWF Nominees Pty Ltd as trustee for the SWF Asset Trust

Norton Rose Fulbright Australia
Level 18, Grosvenor Place, 225 George Street
Sydney NSW 2000, Australia
Telephone: +61 2 9330 8000
nortonrosefulbright.com
Our ref: 2835368

Deed dated

Parties **Inverell Shire Council** ABN 72 695 204 530
of 144 Otho Street, Inverell NSW 2360
(Council)

SWF Nominees Pty Ltd ACN 614 362 042 as trustee for the SWF Asset Trust
of Level 2, 139 Frome Street, Adelaide SA 5000
(SWF)

Introduction

- A** SWF and its affiliates are developing the Project.
- B** The Contractor will carry out design and construction works in relation to the Project.
- C** TransGrid will construct the substation and grid connection component of the Project.
- D** Condition E17 of the Project Approval requires:
 - 1. the carrying out of a road route and access review and the carrying out of any required improvements or upgrades to the roads, prior to the commencement of construction of the Project and in consultation with the relevant road authority;
 - 2. the assessment of roads proposed to be used for over-mass or over-dimensional transport to determine their condition, and the implementation of any upgrades required, prior to the commencement of construction of the Project and in consultation with the relevant road authority;
 - 3. the submission of a Road Dilapidation Report to the relevant roads authority prior to commencement of construction of the Project;
 - 4. the submission of a Road Dilapidation Report to the relevant roads authority following completion of Construction of the Project; and
 - 5. the restoration or reinstatement of any roads damaged as a result of the construction of the Project in a timely manner and in accordance with the reasonable requirements of the relevant road authority.
- E** Council is the relevant road authority for the Route Council Roads.
- F** The DPE has agreed to an extension of the timeframe for compliance with the requirements of condition E17 of the Project Approval if the Council, as the relevant road authority, consents.
- G** SWF has consulted with the Council in relation to the Route Council Roads and the requirements of condition E17 of the Project Approval and how they may be satisfied.
- H** The Council has consented to the amendments to condition of E17 of the Project Approval as have been agreed by the DPE.

- I The parties wish to enter into this Deed to confirm the Council's consent to the amendments to condition E17 of the Project Approval as have been agreed by the DPE and to document the manner in which the requirements of condition E17 will be fulfilled.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the contrary intention appears:

- (1) **Additional Maintenance** means maintenance required to the Route Council Roads which is:
 - (a) over and above the Usual Council Maintenance; and
 - (b) necessary to render the Route Council Road safe and trafficable and to meet Council's reasonable required services levels (as notified in writing by Council to SWF prior to the date of this Deed).
- (2) **Baseline Report** has the meaning given in clause 3.1(1).
- (3) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
- (4) **Component Haulage** means the transportation of over size and over mass wind turbine generator components and transformers, to the site of the Project.
- (5) **Construction** has the meaning given in the Project Approval.
- (6) **Construction Period** means the period commencing on the date on which Construction of the Project commences and ending on the date that Haulage associated with Construction of the Project has ceased.
- (7) **Construction Traffic Access Management Plan** means the Construction Traffic Access Management Plan required pursuant to condition E22 of the Project Approval to be prepared as part of the Construction Environmental Management Plan.
- (8) **Contractor** means Vestas – Australian Wind Technology Pty Ltd ACN 084 653 878 and Zenvion Pty Ltd ACN 612 344 313.
- (9) **Deed** means this document, including any schedule or annexure to it.
- (10) **DPE** means the New South Wales Department of Planning and Environment.
- (11) **Haulage** means the transportation of materials, plant and equipment to the site of the Project.
- (12) **Post Construction Report** has the meaning given in clause 3.2(2).
- (13) **Project** means the Sapphire Wind Farm, as described in the Project Approval.

- (14) **Project Approval** means Project Approval MP 09_0093 given on 26 June 2013 under section 75J of the *Environmental Planning & Assessment Act 1979* (NSW), as modified on 30 June 2016 and from time to time.
- (15) **Proponent** has the meaning given in the Project Approval.
- (16) **Route Council Roads** means the following roads:
 - (a) Waterloo road from the council boundary to Western Feeder road;
 - (b) Waterloo road from Western Feeder road for a distance of 1 kilometre towards Woodstock road; and
 - (c) Western Feeder road,
 as generally identified in the Construction Traffic and Access Management Plan within the Council boundary as forming part of the proposed transport route to the site of the Project in respect of which the Council is the relevant roads authority.
- (17) **Secretary** means the Secretary of the DPE.
- (18) **Security** has the meaning given in clause 5.1.
- (19) **Upgrade Works** means the upgrade works in relation to any Route Council Roads described in the Construction Traffic Access Management Plan.
- (20) **Usual Council Maintenance** means the Council's standard and usual periodic maintenance of the Route Council Roads, including vegetation control and pavement maintenance.

1.2 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:
 - (i) any amendment or replacement of it; and
 - (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
 - (g) dollars means Australian dollars unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation.

- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of this Deed or affect its interpretation.
- (5) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Deed or the inclusion of the provision in this Deed.
- (6) If an act must be done on or by a specified day which is not a Business Day, it must be done instead on or by the next Business Day.

1.3 **No fetter**

Nothing in this Deed shall fetter the Council in the exercise of its discretion for the purpose of section 138 of the *Roads Act 1993* (NSW).

2 **Condition E17 Requirements**

2.1 **Amendments**

- (1) SWF (through its nominee) sought the consent of Council to extend the time frames for compliance with condition E17 of the Project Approval as has been agreed by the DPE. A copy of SWF's requested for consent is attached at Schedule 1.
- (2) Despite the actual terms of condition E17 of the Project Approval, the Council has consented to extending the time frames for compliance with condition E17 of the Project Approval as has been agreed by the DPE. A copy of Council's consent is attached at Schedule 2.
- (3) Council hereby confirms its consent to extending the time frames for compliance with condition E17 of the Project Approval as has been agreed by the DPE.

2.2 **Satisfaction**

The Council acknowledges and agrees that:

- (1) SWF's compliance with this Deed will wholly satisfy the obligations imposed on the Proponent under; and
- (2) the Council will impose no further obligations on SWF or the Proponent in relation to the satisfaction of,

condition E17 of the Project Approval, including in relation to:

- (3) improvements, temporary upgrades or changes to the Route Council Roads;
- (4) the undertaking of a Road Dilapidation Report by an independent and qualified person or team prior to the relevant stage of Construction and then following completion of Construction; and
- (5) measures to be undertaken to restore or reinstate Route Council Roads damaged by the Project.

3 Road Dilapidation Reports

3.1 Baseline Report

- (1) The parties acknowledge and agree that, prior to the date of this Deed, the Contractor (or one of the entities comprising the Contractor):
 - (a) undertook an assessment of the Route Council Roads by recording video footage of the Route Council Road from a motor vehicle travelling the utilised routes; and
 - (b) provided a written report on the results of that assessment which:
 - (i) includes clear digitally recorded video footage of the Route Council Roads from a motor vehicle travelling the proposed routes; and
 - (ii) records the GPS coordinates of the route travelled as well as length in kilometres of each Route Council Road.

(Baseline Report)

- (2) A copy of the Baseline Report is attached at Schedule 3 of this Deed.
- (3) The Council acknowledges that it was provided with a copy of Baseline Report prior to the date of this Deed.

3.2 Post Construction Report

Following completion of Construction and any Additional Maintenance performed by the Contractor on the relevant Route Council Roads in accordance with clause 4.2, SWF must procure that the Contractor (or one of the entities comprising the Contractor):

- (1) undertakes a further assessment of the Route Council Roads by:
 - (a) recording video footage of the Route Council Roads from a motor vehicle travelling the utilised routes; and
 - (b) a gravel depth survey; and
- (2) provides a written report on the results of that assessment which must
 - (a) include clear digitally recorded video footage of the Route Council Roads from a motor vehicle travelling the utilised routes;
 - (b) record the GPS coordinates of the route travelled as well as length in kilometres of each Route Council Road; and
 - (c) include the results of the gravel depth survey.

(Post Construction Report)

4 Upgrade Works and Maintenance

4.1 Upgrade Works

- (1) Prior to the commencement of the Component Haulage, SWF must procure that the Contractor, at its own cost and subject to obtaining consent from the Council,

as roads authority, under section 138 of the *Roads Act 1993* (NSW), executes the Upgrade Works.

- (2) As at the date of this Deed, the Contractor has obtained the consent from the Council, as roads authority, under section 138 of the *Roads Act 1993* (NSW) set out in Schedule 4.

4.2 Maintenance Works during the Construction Period

- (1) The Council shall carry out Usual Council Maintenance on all Route Council Roads over the period of this Deed.
- (2) If, during the Construction Period, any Additional Maintenance to a Route Council Road is required as a result of damage to that Route Council Roads caused by the Construction of the Project, then SWF must procure that the Contractor, subject to the Council providing its consent as roads authority under section 138 of the *Roads Act 1993* (NSW), undertakes such Additional Maintenance as soon as practicable.
- (3) If SWF fails to comply with its obligation under clause 4.2(2), then the Council may issue a notice to SWF requiring such performance and specifying a reasonable time for performance. If SWF does not comply with the notice, then the Council may, by further notice to SWF, perform or have others perform the Additional Maintenance and may recover the reasonable costs of doing so as a debt due and payable by SWF to the Council.

4.3 Maintenance Works after the Construction Period

- (1) If the Post Construction Report identifies that any Additional Maintenance to a Route Council Road is required as a result of damage to that Route Council Roads caused by the Construction of the Project, then SWF must procure that the Contractor, subject to the Council providing its consent as roads authority under section 138 of the *Roads Act 1993* (NSW), promptly undertakes such Additional Maintenance.
- (2) If SWF fails to comply with its obligation under clause 4.3(1), then the Council may issue a notice to SWF requiring such performance and specifying a reasonable time for performance. If SWF does not comply with the notice, then the Council may, by further notice to SWF, perform or have others perform the Additional Maintenance and may recover the reasonable costs of doing so as a debt due and payable by SWF to the Council.
- (3) Compliance by SWF with clause 4.3 is in full satisfaction of the Proponent's obligation under the last paragraph of condition E17 of the Project Approval to restore or reinstate any Route Council Roads damaged by the Project.

4.4 Standard for Additional Maintenance

The parties acknowledge that Additional Maintenance performed in compliance by SWF with its obligations in clause 4.2 and 4.3 does not require that the relevant Route Council Road be improved from the standard or condition that it was in prior to the relevant damage occurring (as that standard or condition is identified in the Baseline Report).

5 Security

5.1 Provision of Security

SWF shall provide the Council with a bank guarantee in the amount of \$100,000 and in a form and from a bank approved by the Council (acting reasonably) (**Security**) within 15 days after the date of this Deed.

The Security may contain an expiry date however if that expiry date is a date before the relevant Security is reasonably expected to be released under clause 5.3, then SWF must, not less than 20 Business Days before the expiry date of that Security, provide to the Council a replacement Security.

5.2 Recourse to Security

Subject to the Council giving SWF 10 Business Days' written notice of its intention to do so, the Council may have recourse to the Security to recover a debt due and payable by SWF to the Council under clause 4.2(3).

Where the Council has recourse to the Security in respect of an amount and it is subsequently determined that the amount is not payable by SWF to the Council, then the Council must pay that amount to SWF plus interest at the rate of the Reserve Bank of Australia interest rate plus 1.5% for every day from the date of recourse up to and including the date of payment.

5.3 Return of Security

The Council must return the Security to SWF within 15 Business Days after the provision to the Council of the Post Construction Report.

6 Dispute Resolution

6.1 Notice of dispute

If a dispute arises between the parties out of or in connection with this Deed, then the party affected by the dispute may give the other party a written notice specifying the dispute.

6.2 Meeting of senior representatives

(1) If a dispute notified under clause 6.1 remains unresolved within 10 Business Days after the date of that notice, a party may require in writing to the other party that a senior representative of each of the Council and SWF with authority to resolve the dispute (**Senior Representatives**) meet and undertake genuine and good faith negotiations with a view to resolving the dispute.

(2) If a meeting is required under clause 6.2(1) by a party, then each party shall ensure attendance on its behalf. Each party shall use its best endeavours to ensure that a meeting required under clause 6.2(1) takes place within 10 Business Days after the receipt of a written requirement for the meeting.

6.3 Referral to Secretary

(1) If the dispute has not been resolved within 30 Business Days after the dispute is notified under clause 6.1, then the dispute may be referred to the Secretary for determination in accordance with this clause 6.3.

(2) The parties:

- (a) must provide the Secretary with all assistance requested by the Secretary in relation to the determination of the dispute, including the provision of documents; and
- (b) may make submissions to the Secretary, including the provision of expert reports;
- (3) Each party shall bear its own costs in relation of making submissions to the Secretary.
- (4) The determination of the Secretary will be final and binding on the parties (other than in the case of fraud or manifest error).

6.4 Expert determination

- (1) If the Secretary is unwilling or unable to make a determination in accordance with clause 6.3, then either party may, by giving notice to the other party, require that the dispute be referred to an expert for determination in accordance with this clause 6.4.
- (2) If a dispute is referred to expert determination under this clause 6.4, then an expert must be selected and the dispute determined in accordance with the provisions of the Expert Determination Rules 2016 as published by Resolution Institute, as modified by this clause 6.4.
- (3) The determination of the expert will be final and binding on the parties (other than in the case of fraud or manifest error).

7 General

7.1 Notices

- (1) A notice or other communication connected with this Deed (**Notice**) has no legal effect unless it is in writing
- (2) In addition to any other method of service provided by law, the Notice may be
 - (a) sent by prepaid priority post to the address of the addressee set out in clause 7.1(4) or subsequently notified;
 - (b) sent by email to the email address of the addressee set out in clause 7.1(4), or subsequently notified; or
 - (c) delivered by hand at the address of the addressee set out in clause 7.1(4) or subsequently notified.
- (3) If the Notice is sent or delivered in a manner provided by clause 7.1(2), it must be treated as given to and received by the party to which it is addressed:
 - (a) if sent by prepaid priority post, on the 3rd Business Day (at the address to which it is posted) after posting;
 - (b) if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or

- (c) if delivered by hand before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

- (4) As at the date of this Deed, the address of each party for Notices is:

Party	Address for Notices
Council	<p><u>Prepaid priority post:</u> Justin Pay Manager, Civil Engineering, Civil and Environmental Services PO Box 138, Inverell NSW 2360</p> <p><u>Email:</u> Justin.Pay@inverell.nsw.gov.au</p> <p><u>Hand delivery:</u> Justin Pay Manager, Civil Engineering, Civil and Environmental Services 144 Otho Street, Inverell NSW 2360</p>
SWF	<p><u>Prepaid priority post:</u> A copy to both of: Samuel Birch Partners Group Aurora Place, Level 33, 88 Phillip Street Sydney NSW 2000</p> <p>and Andrew Houston Project Manager, CWPAM PO Box 1708, Newcastle NSW 2300</p> <p><u>Email:</u> A copy to both: samuel.birch@partnersgroup.com and andrew.houston@cwparm.com.au</p> <p><u>Hand delivery:</u> A copy to both: Samuel Birch Partners Group Aurora Place, Level 33, 88 Phillip Street Sydney NSW 2000</p>

	and Andrew Houston Project Manager, CWPAM Level 6, 45 Hunter Street Newcastle NSW 2300
--	---

- (5) A party must promptly notify the other party to the Deed of any change of address of that party.

7.2 Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Deed.

7.3 Costs

- (1) SWF must each pay its own costs and outlays connected with the negotiation, preparation and execution of this Deed.
- (2) SWF must reimburse Council for its reasonable costs connected with the negotiation, preparation and execution of this Deed, up to a maximum amount of \$5,000.

7.4 Variation

An amendment or variation to this Deed is not effective unless it is in writing and signed by the parties.

7.5 Waiver

- (1) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (2) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (3) A waiver is not effective unless it is in writing.
- (4) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

7.6 Severability

If any provision in this Deed is unenforceable, illegal or void or makes this Deed or any part of it unenforceable, illegal or void, then that provision is severed and the rest of this Deed remains in force.

7.7 Counterparts

- (1) This Deed may be executed in any number of counterparts.
- (2) Each counterpart is an original but the counterparts together are one and the same agreement.

7.8 Entire understanding

This Deed:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Deed; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

7.9 Governing law

- (1) The law of New South Wales governs this Agreement.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

7.10 Consent to security

SWF may grant security interests over this Deed where such security interest is granted to financiers for the purposes of financing the Project.



Sapphire Wind Farm PRE-CONSTRUCTION DILAPIDATION REPORT INVERELL UNSEALED ROADS (PROJECT ACCESS) REPORT 2

Zenviron Document: ZX100-CI-R-1001-A



DOCUMENT DETAILS

Revision History

REV.	DESCRIPTION	PREPARED	CHECKED	APPROVED	DATE
A	Initial Issue	SS	MG	ZB	9/11/2016

Document Control

Checked Signature:

Approved Signature:



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1 INTRODUCTION

To provide an accurate visual record of the public roads which form access routes for the construction of the Sapphire Wind Farm Project prior to construction activities commencing on site. The report will present the baseline of the pre-construction condition, as part of a dilapidation study.

The public roads were inspected on the 27th October 2016 by Kevin Tseng (Inverell Council WE), Matthew Glass (Zenviron CM) and Sasa Stegic (Zenviron PE). The dilapidation assessment included:

- Video footage of the roads from a motor vehicle travelling the proposed routes
- GPS coordinates of the route travelled
- Test holes to determine the pavement thickness \

This report has been formed from the video footage provided to Inverell Council on 28th October 2016.



2 SCOPE

2.1 GENERAL

The dilapidation survey covered sections of Kings Plains Road, Western Feeder Road and Waterloo Road. Figure 1 identifies the extent of the road survey which is inclusive of the entire extent of the unsealed roads which Vestas and Zenviron propose to utilise for the construction of Sapphire Wind Farm Project.

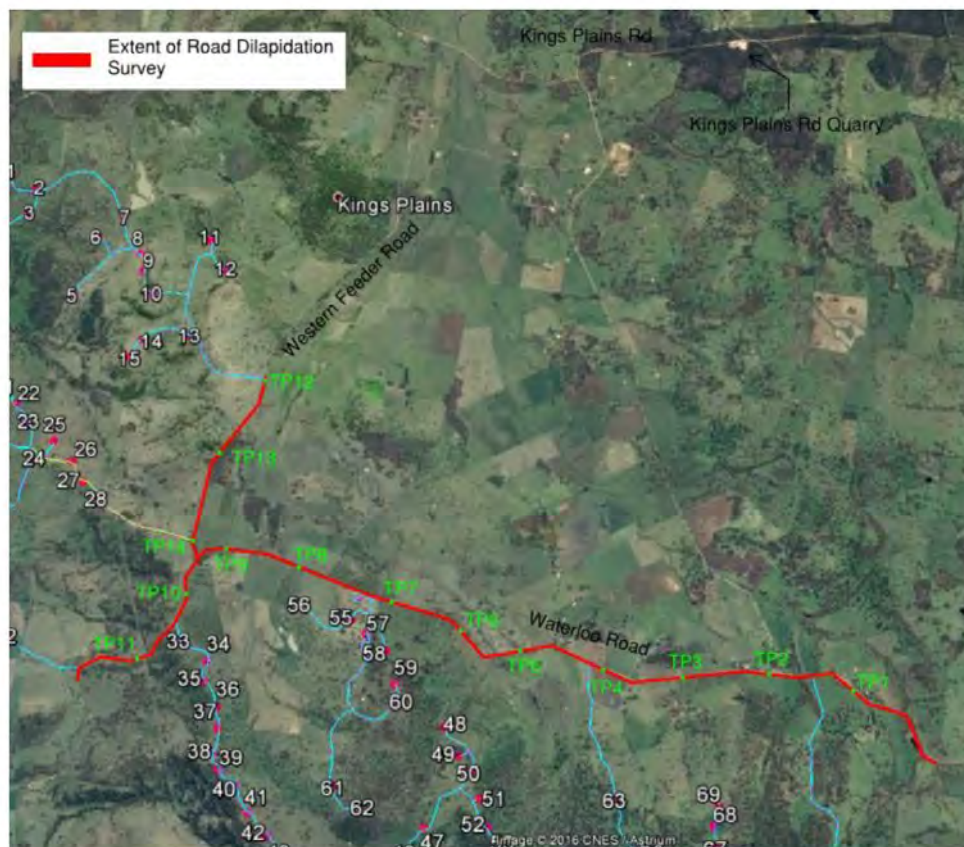


Figure 1 Dilapidation Survey Map



2.2 WESTERN FEEDER RD

The road assessment on Western Feeder Rd commenced at the first site entrance (Site Entrance 1) when heading north to south and concluded on the southern extent of the site along Western Feeder Road (Site Entrance 3).

The overall condition of the road was good although sections of the road varied in condition between very good and fair. The image stills from the video footage below provide an example of the general condition observed along the road during the assessment.



Figure 2 Video Footage Still Image



Figure 3 Video Footage Still Image



Figure 4 Video Footage Still Image



Figure 5 Video Footage Still Image

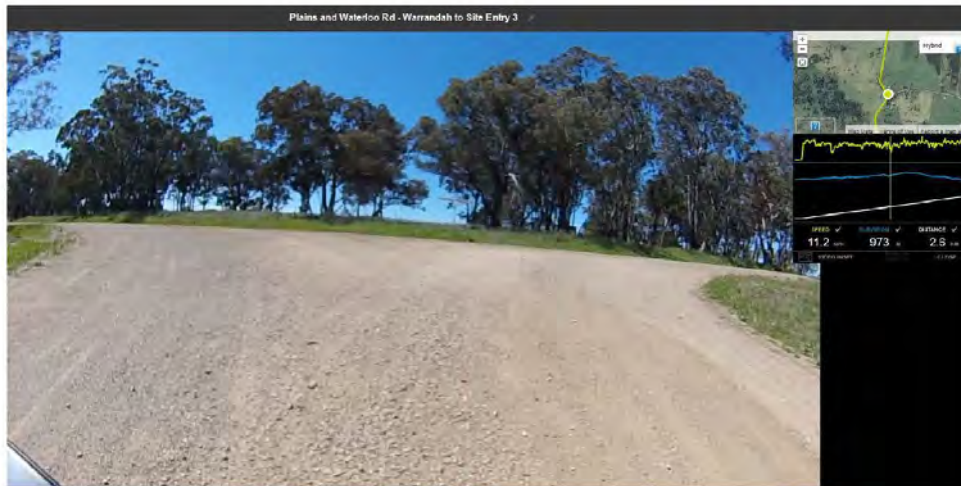


Figure 6 Video Footage Still Image



Figure 7 Video Footage Still Image



Figure 8 Video Footage Still Image



Figure 9 Video Footage Still Image



Figure 10 Video Footage Still Image



Figure 11 Video Footage Still Image



2.3 WATERLOO ROAD

The road assessment on Waterloo Road commenced at the intersection with Western Feeder Road and was conducted west to east concluding at the Inverell/Glen Innes Council boundary.

The overall condition of the road was good although the condition varied between very good and fair in certain sections. The image stills from the video footage below provide an example of the general condition observed along the road during the assessment



Figure 12 Video Footage Still Image



Figure 13 Video Footage Still Image



Figure 14 Video Footage Still Image



Figure 15 Video Footage Still Image



Figure 16 Video Footage Still Image



Figure 17 Video Footage Still Image

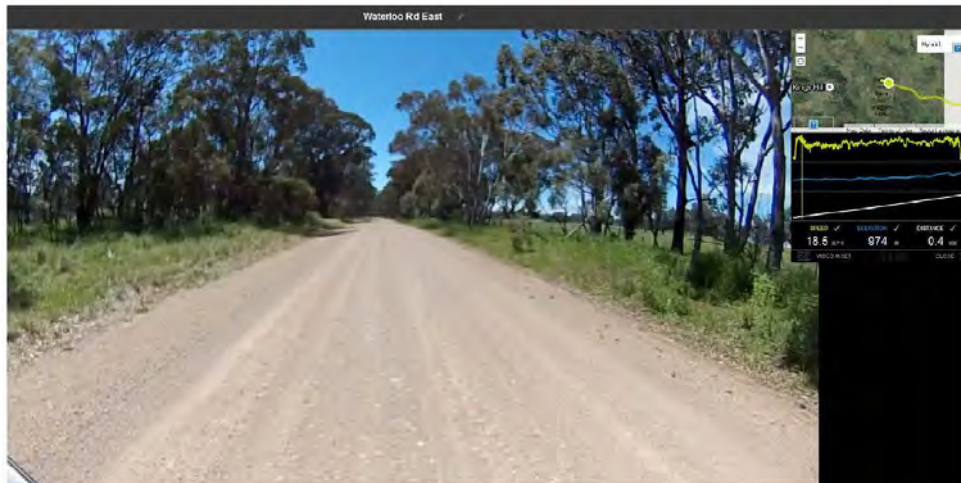


Figure 18 Video Footage Still Image



Figure 19 Video Footage Still Image

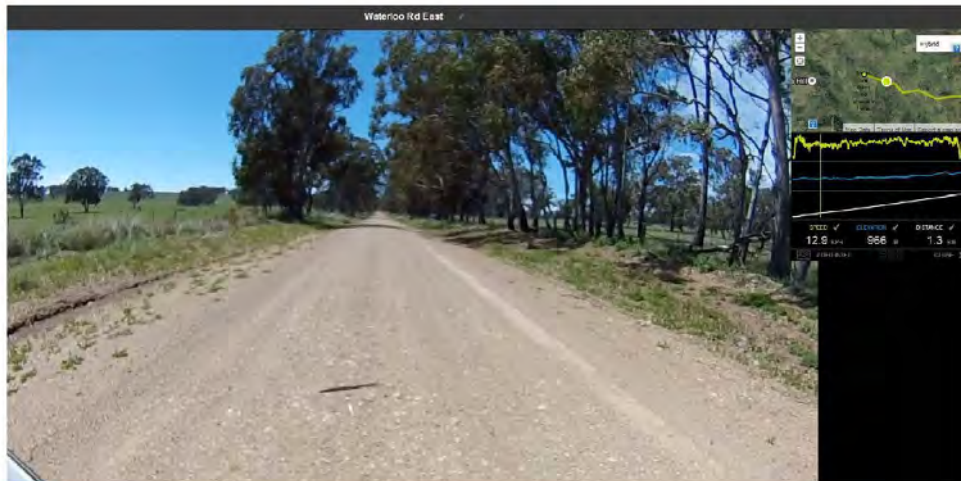


Figure 20 Video Footage Still Image



Figure 21 Video Footage Still Image



Figure 22 Video Footage Still Image

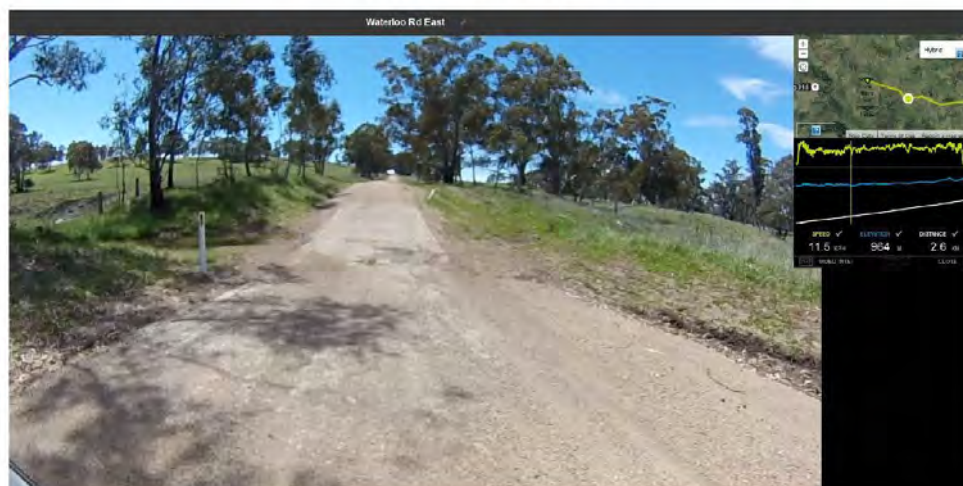


Figure 23 Video Footage Still Image



Figure 24 Video Footage Still Image



Figure 25 Video Footage Still Image



Figure 26 Video Footage Still Image



Figure 27 Video Footage Still Image



Figure 28 Video Footage Still Image

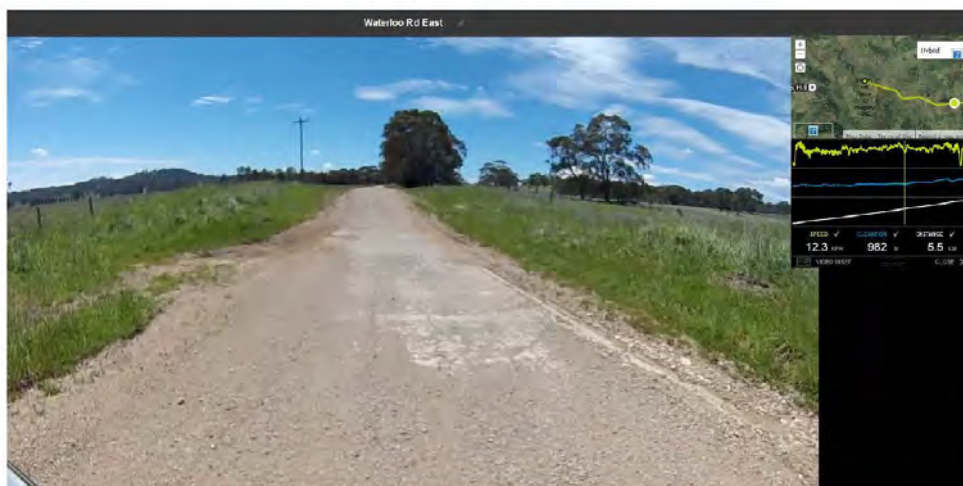


Figure 29 Video Footage Still Image



Figure 30 Video Footage Still Image



Figure 31 Video Footage Still Image

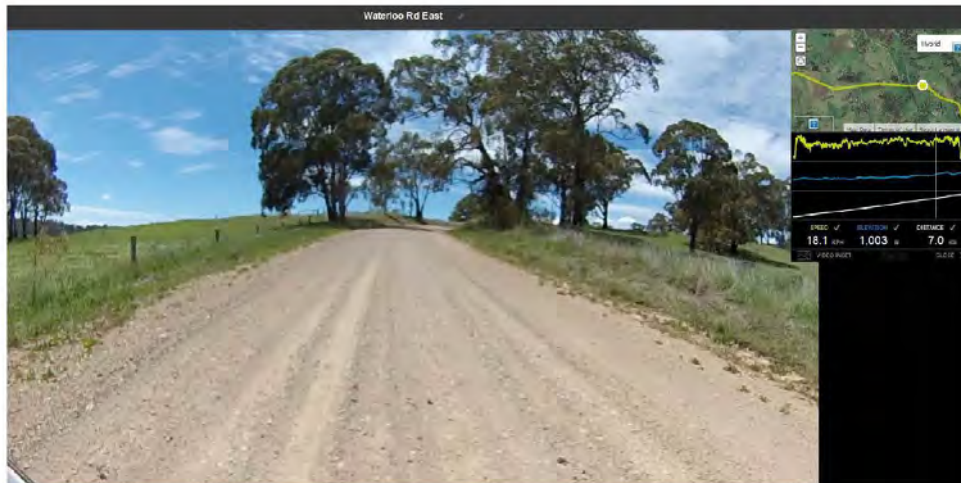


Figure 32 Video Footage Still Image



Figure 33 Video Footage Still Image

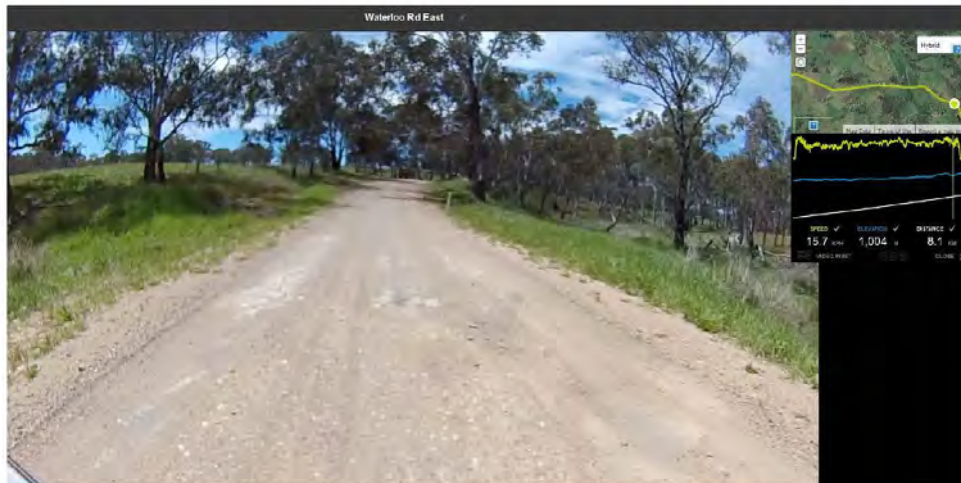


Figure 34 Video Footage Still Image

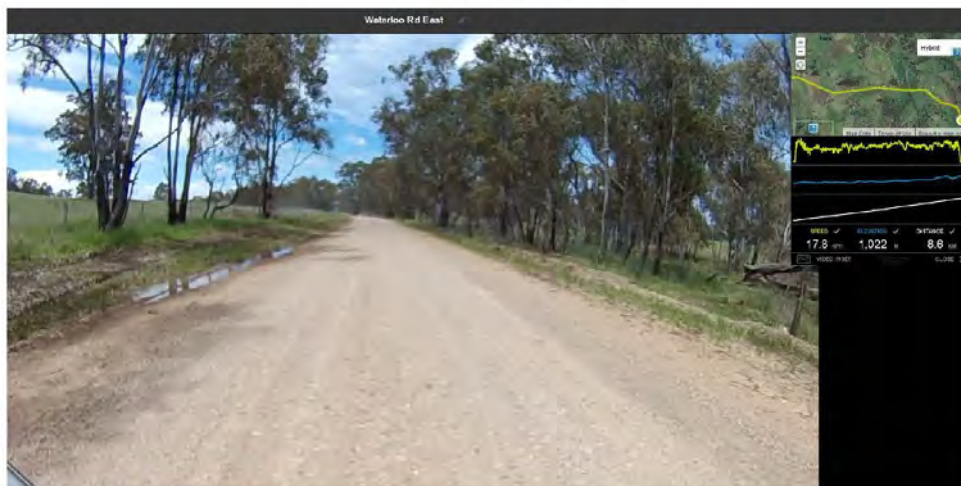


Figure 35 Video Footage Still Image



Figure 36 Video Footage Still Image



2.4 TEST PITS

To determine the thickness of the pavement test pits were excavated at approximately 1km intervals along Waterloo Road (TP 1-11) and along Western Feeder Road (TP 12-14). To minimise the disturbance area of the pavement the test pits were excavated with a hammer drill. The co-ordinates were recorded using a hand held GPS and are shown as pins on Figure 1.



TP 1 – Waterloo Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of 50mm



TP 2 – Waterloo Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of 60mm



TP 3 – Waterloo Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of 60mm



TP 4 – Waterloo Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of **20mm** with an additional 120mm of subgrade material which was observed to be a coarse basalt material



TP 5 - Waterloo Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of **30mm** with an additional 70mm of subgrade material which was observed to be a coarse basalt material



TP 6 - Waterloo Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of 120mm



TP 7 - Waterloo Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of 50mm



TP 8 - Waterloo Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of **100mm**



TP 9 - Waterloo Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of **60mm**



TP 10 - Waterloo Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of **50mm**



TP 11 - Waterloo Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of **70mm**



TP 12 – Western Feeder Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of 50mm



TP 13 – Western Feeder Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of 120mm



TP 14 – Western Feeder Road The material encountered was brown coloured sandy gravel road base material with the majority of the material a minus 40mm which was down to a depth of 100mm



3 CONCLUSION

As stated the condition of the public road varied between very good and fair. The general observation was that both roads were well maintained however Western Feeder Road was in a better condition than Waterloo Road. The predominant defects which were identified during the assessment included rutting and minor pot holes which were usually clustered into low lying areas or areas with low pavement cross-fall.

4 REFERENCE DOCUMENTS

The following data files have been delivered:

Video file – Plains and Waterloo Rd - Warrandah to Site Entry 3

Video file – Waterloo Rd – WF to Central

Video file – Waterloo Rd – East



www.inverell.nsw.gov.au

Our Ref: S28.7.22
Contact: Scott Hamilton

24 March 2017

Zenviron Pty Ltd
Level 5, 24 Honeysuckle Drive
NEWCASTLE NSW 2300

Attention Juan Janse Van Vuuren

SUBJECT: Consent to Construct Floodway, Intersection and Passing Lane Upgrades on Waterloo Road for the Sapphire Wind Farm Project

Please be advised that consent is granted under section 138 of the *Roads Act 1993* to carry out work along a public road, subject to the following conditions:

1. The works approved to be undertaken is detailed in application ZX100-170306-S138, attached.
2. Construction must be confined to the designated areas as set out on the approved drawings.
3. The contractor undertaking the work is required to have Public Liability Insurance of \$20 million or more.
4. You are responsible to identify and locate all underground and overhead services prior to commencement of works.
5. You will be held liable for any costs incurred from damage to Council assets whilst the work is being carried out.

If you wish to discuss the matter, please contact Council's Civil and Environmental Services on 67288200.

Yours faithfully,



SCOTT HAMILTON
PROJECT ENGINEER
encl



6 March 2017

Our Reference: ZX100-170306-s138 Application

Inverell Shire Council
Administration Centre
144 Ortho Street
Inverell, NSW 2360

Attention: Mr Scott Hamilton

E: scott.hamilton@inverell.nsw.gov.au

Subject: Section 138 Application – ISC Floodway Upgrade, Passing Lane Installation and Intersection Upgrade

Dear Scott,

Please find enclosed an application to upgrade floodway's, Waterloo/western feeder intersection and construct passing lanes, for construction purposes, as listed below in the Inverell Shire Council;

- 5 Floodway's (Location as per ZX100-CI-D-2703-1)
- Passing lane (Location as per ZX100-CI-D-2703-1)
- Western feeder/Waterloo road intersection

We have carefully considered the advice and direction you kindly provided through passed discussions and have implemented all required changes in its entirety into the accompanying s138 application.

Drawings and construction specifications pertaining to the works are listed below:

1. Drawings
 - ZX100-CI-D-2703-1
 - ZX100-CI-D-2703-2
 - ZX100-CI-D-2703-4
 - ZX100-CI-D-2703-5
 - ZX100-CI-D-2703-6
 - ZX100-CI-D-2704-1
 - ZX100-CI-D-2704-2
 - ZX100-CI-D-2704-3



- ZX100-CI-D-2704-4
 - ZX100-CI-D-2704-5
 - ZX100-CI-D-2704-6
 - ZX100-CI-D-2704-7
 - ZX100-CI-D-2704-8
 - ZX100-CI-D-2704-9
 - ZX100-CI-D-2704-10
 - ZX100-CI-D-2704-11
2. Construction Specification
- ZX100-CI-R-2004(0) - Earthworks Roads and Drainage Specification

As discussed in the meeting with council on Wednesday the 22nd February, items that required explanation and cover are address below:

1. Traffic control to ensure safety to all road users, members of public and workers will be maintained throughout construction as require, were works are conducted near or on the current road reserve. Traffic controls would be implemented to the traffic control plan attached to this document (1477-S138-001-TCP-001 Rev 0 – Appendix). Side tracks will be used when removing and replacing the concrete sections of each floodway, an escort vehicle will be used during general road pavement upgrade.
2. Fisheries have been consulted and approval via email is attached to this application.
3. Tree clearing – trees to be cleared are all trees located within the construction corridor outlined in the drawings. If at any stage additional trees are to be removed council will be notified and approval will be requested. Trees will be removed, shredded and left along the road reserve in a safe location.



The subcontractor at this time expect that works will commence end of March-2017 and be completed by the end of June-2017, however this remains depending on weather conditions, importation program, and weathering/erosion, etc.

We are confident our application includes the elements required to gain approval, however should you require any further information or clarifications, please do not hesitate to contact the undersigned on +61 488 202 101.

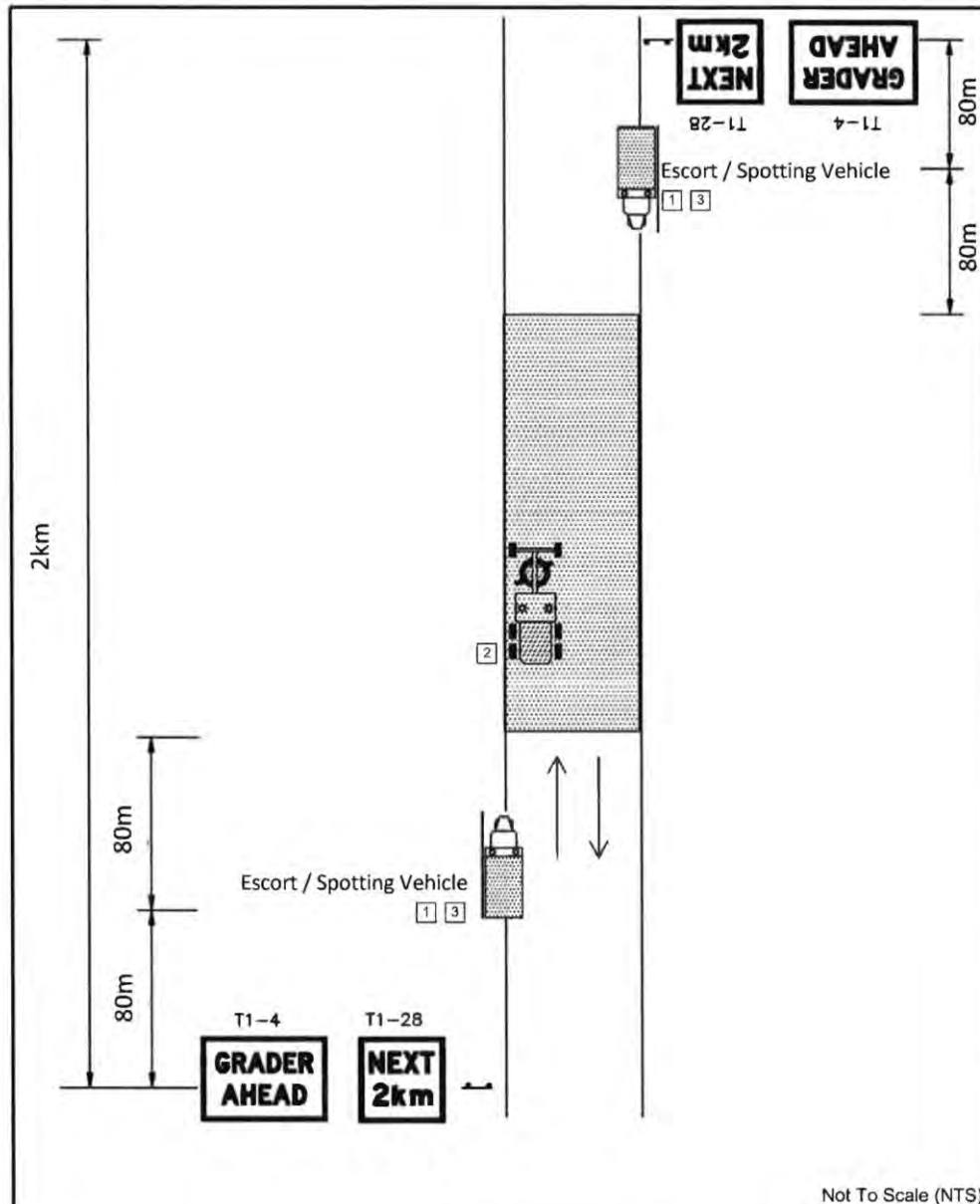
Yours faithfully

A handwritten signature in black ink, appearing to read 'Juan Janse Van Vuuren', written over a horizontal line.

Juan Janse Van Vuuren
Project Engineer
Zenviron Pty Ltd

APPENDIX A - 1477-S138-001-TCP-001 MAINTENANCE GRADING (AND RESHEETING) TRAFFIC CONTROL PLAN

DARACON[®]
Group



1477 Sapphire Wind Farm

Maintenance Grading Works - GISC & Inverell Councils
1477-S138-001-TCP-001 Rev 0 Dated 19-December-2016

Notes:

- 1 - Spotter to be utilised to call up and / or escort traffic (if required) around grader
- 2 - Grading to be carried out in direction of traffic flow
- 3 - One spotting vehicle only to shift with grader and direction of grading / traffic flow
- 4 - TCWS Manual TCP 105 with Modification
- 5 - Design Speed - Waterloo Road D = 80km/hr & Short Term Works only
- 6 - Signs to be Class 1 Retro-Reflective (Day/Night) "A" Size
- 7 - Should other plant be utilised to carry-out works, T1-4 sign to be substituted with T1-3-1 (Road Plant Ahead)
- 8 - RPL Process for Recertified RMS Traffic Plan Certification Card & valid until such time as process completed



www.inverell.nsw.gov.au

Our Ref: S28.7.22
Contact: Scott Hamilton

28 March 2017

Zenviron Pty Ltd
Level 5, 24 Honeysuckle Drive
NEWCASTLE NSW 2300

Attention Juan Janse Van Vuuren

SUBJECT: Consent to Tree Clearing Waterloo Road and Western Feeder for the Sapphire Wind Farm Project

Please be advised that consent is granted under section 138 of the *Roads Act 1993* to carry out work along a public road, subject to the following conditions:

1. The works approved to be undertaken is detailed in application ZX100-170328-S138, attached.
2. You are responsible to meet all legislative requirements under the Environmental Planning and Assessment Act 1979.
3. Construction must be confined to the designated areas as set out on the approved drawings.
4. The contractor undertaking the work is required to have Public Liability Insurance of \$20 million or more.
5. You are responsible to identify and locate all underground and overhead services prior to commencement of works.
6. You will be held liable for any costs incurred from damage to Council assets whilst the work is being carried out.

If you wish to discuss the matter, please contact Council's Civil and Environmental Services on 67288200.

Yours faithfully,

SCOTT HAMILTON
PROJECT ENGINEER
encl

TO CIVIL & ENVIRONMENTAL SERVICES COMMITTEE MEETING 10/5/2017

ITEM NO:	1.	FILE NO: S28.21.1
DESTINATION 5:	The communities are served by sustainable services and infrastructure.	S
SUBJECT:	WORKS UPDATE	
PREPARED BY:	Justin Pay, Manager Civil Engineering	

SUMMARY:

This report is intended to keep Council updated on the capital works and maintenance programs.

COMMENTARY:**MR 137 Ashford Road Rehabilitation and Widening – Near the property “St Hilary”**

This project is on hold due to wet weather, with no works undertaken during April. Suitable gravel has been sourced with works programmed to re-commence early May 2017. This section of road has been returned to normal operation with removal of traffic control and reinstatement of the 100km/h speed limit during this close down period.

Chisholm Street, Inverell Road Rehabilitation – Brae Street to Brown Street

This project is now complete. The planting of 60 Indian Summer Deep Coral Pink Crepe Myrtle trees on both sides of Chisholm Street and top dressing of the footpath was completed late April. The bitumen seal was completed mid April.

MR 137 Ashford Road Widening and Rehabilitation – Roadside Memorial Stage 2

Works are progressing on this project with the completion of the sub base layer at the end of April. The project was closed down over the Easter break with the base layer re-commencing after Anzac Day. A bitumen seal is programmed early May.

Tin Tot Bridge Replacement

The appointed contractors are working on finalising the design for the new structure and plan to commence construction in May 2017. Onsite construction of the bridge is scheduled for June 2017, with approaches to be completed in the weeks following.

Gilchrist Street Kerb and Gutter Renewal – Jack Street to Bannockburn Road

Works are well underway to renew the kerb and gutter in Gilchrist Street, between Jack Street and Bannockburn Road. This work was previously identified as priority capital renewal under the urban works program. This project will be completed in early May and will finalise several years' works that have seen a significant length of Gilchrist Street renewed.

Tree Planting Program

The planting of approximately 50 advanced *Callistemon salignus* trees in Mansfield Street is complete.

Resources are being programmed to commence the staged removal and replacement of the failing Claret Ash roadside plantings on Bundarra Road to the south of the township. Given site constraints and previous arborist recommendations, it is intended to use *Acer rubrum* "Bowhall" (Red Maples) as a replacement avenue planting. Given the time frame associated with sourcing suitable tree stock, replacement planting will likely commence during Spring of this year.

Maintenance Grading

Maintenance grading works were undertaken on the following roads during April 2017:

SR 13 Apple Tree Flat Road	18.2km
SR 24 Mount Hallam Road	24.1km
SR 234 Kings Plains Road	15.9km
SR 245 Eastern Feeder	9.4km

Total 67.6km

Reactive /Spot Grading

No reactive / spot grading works were undertaken during April 2017.

Heavy Patching

Heavy patching works were undertaken on the following roads during April 2017.

MR 187 Yetman Road

2016/2017 Gravel Resheeting Program

The 2016/2017 Gravel Resheeting program continues in the southern section of the Shire. Segments of the following roads were completed in April 2017:

SR 115 Roselea Road
SR 130 Waddells Lane

Unsealed Roads – Dust Nuisance Investigations

Civil Engineering department staff are currently undertaking investigations into impacts and potential solutions of dust nuisance from the unsealed road network on adjacent residences. This is an issue that has been discussed by Council on many occasions in the past, most recently during discussions regarding sacrificial dust seals that were approved for the Sapphire Wind Farm Project. Council resolved at this time that a further report be presented to the committee regarding the matter. Investigations continue and the committee will be provided with a report in due course.

Other Maintenance Activities

Council's State, Regional and Local Roads, Urban and Village Street maintenance activities, such as bitumen patching, drainage and shoulder repairs as well as vegetation control, are continuing as required. Town maintenance will continue as programmed.

RECOMMENDATION:

That the items contained in the Information Reports to the Civil & Environmental Services Committee Meeting held on Wednesday, 10 May, 2017, be received and noted.