



AGENDA

INFRASTRUCTURE AND LIVEABILITY

COMMITTEE

10 FEBRUARY 2020

MEMBERSHIP: Councillors J Diffey, V Etheridge, D Grant, D Gumley, A Jones, S Lawrence, G Mohr, K Parker, J Ryan and B Shields.

The meeting is scheduled to commence at .

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ILC20/1	DUBBO INDOOR MULTI-SPORT FACILITY - PROGRESS REPORT (ID20/4)	2
	The Committee had before it the report dated 9 January 2020 from the Director Liveability regarding Dubbo Indoor Multi-sport Facility - Progress Report.	
ILC20/2	2020 TITAN MACQUARIE MUD RUN - TEMPORARY ROAD CLOSURES (ID20/60)	25
	The Committee had before it the report dated 3 February 2020 from the Senior Traffic Engineer regarding 2020 Titan Macquarie Mud Run - Temporary Road Closures.	
ILC20/3	2020 MAN FROM IRONBARK FESTIVAL - ROAD CLOSURE REQUEST AT MOLONG STREET, STUART TOWN (ID20/62)	55
	The Committee had before it the report dated 3 February 2020 from the Senior Traffic Engineer regarding 2020 Man from Ironbark Festival - Road Closure Request at Molong Street, Stuart Town.	



DUBBO REGIONAL
COUNCIL

REPORT: Dubbo Indoor Multi-sport Facility - Progress Report

AUTHOR: Director Liveability
REPORT DATE: 9 January 2020
TRIM REFERENCE: ID20/4

EXECUTIVE SUMMARY

The need for a Dubbo Indoor Multi-sport Complex has been formally identified by Dubbo Regional Council, since 2017. During 2018 the NSW Government awarded \$9.3 million to Dubbo Regional Council, for the project, from the Regional Sports Infrastructure Fund. Charles Sturt University has agreed to provide land for a facility and the Police Citizens Youth Club (PCYC) has been identified as operators for such a facility. To date, the NSW Government Office of Sport has been facilitating Project Control Group meetings between key stakeholders, inclusive of the Member for Dubbo and Dubbo Regional Council.

This report provides account of most recent Project Control Group outcomes and recommends that Council withdraw from the deed holder arrangement for \$9.3 million Regional Sports Infrastructure Fund monies. It is acknowledged that Council has never received any funds and all the funding was being held by the NSW Office of Sport.

FINANCIAL IMPLICATIONS

Financial implications pertain to a \$9.3 million NSW Government Regional Sports Infrastructure Fund grant allocation.

POLICY IMPLICATIONS

This report is relevant to the Dubbo Regional Council *Community Strategic Plan* theme 5 Liveability, specifically 5.5 "The community has the opportunity to participate in a diverse range of lifestyle, sporting and passive recreational pursuits"; and 5.5.4 "Our sporting facilities are recognised as catering for a wide range of local, regional and state sporting events and opportunity".

RECOMMENDATION

1. That Council agree to formally withdraw from the Regional Sports Infrastructure Fund agreement, by executing a revocation document.
2. That the Dubbo Regional Council provide advice to the Project Control Group to ensure the views and expectations of our Sports Community are understood.

Skye Price
Director Liveability

BACKGROUND

Dubbo Regional Council commissioned preparation of Dubbo Regional Indoor Multi-Sport Facility discussion paper during February 2017 and subsequently prepared an Indoor Multi-sport facility and Regional Sports Hub feasibility study during July 2017. The study was prepared in response to sentiment from community engagement sessions, public submissions received during the 2016/2017 Operational Plan and Budget development process; and public submissions received following exhibition of an earlier draft Recreation Strategy, during 2014.

During September 2018 the NSW Department of Premier and Cabinet awarded \$9.3 million to Dubbo Regional Council, from the Regional Sports Infrastructure Fund, towards the Dubbo Indoor Multi-Sport Facility.

It was originally anticipated that project funding from Commonwealth and the NSW Government would be in the vicinity of \$44 million. Unfortunately a Commonwealth Government application for Building Better Regions Fund Round 2 application for \$15 million, during 2019, was unsuccessful.

Other proponents and key stakeholders associated with facility planning include Charles Sturt University and PCYC. Charles Sturt University has agreed to forty-two (42) year peppercorn lease arrangement on a River Street site, adjacent to their Dubbo academic campus.

Council's Chief Executive Officer Michael McMahon and Director Liveability have participated in Project Control Group meetings with representation inclusive of Dugald Saunders, MP, Member for Dubbo, NSW Government Office of Sport personnel, Charles Sturt University personnel; and PCYC personnel. The intention of the Project Control Group has been to suitably guide governance decision making pertaining to planning, construction and operation of a new facility. A draft Memorandum of Understanding between project stakeholders, has not yet been finalised.

Most recent Project Control Group meeting outcomes have been described by NSW Office of Sport, Director, Western Cluster, Casey Grice, as follows:

On the 17th of December 2019 the Dubbo Indoor Multi-Sport Facility Project Control Group unanimously agreed to assign Public Works Advisory to manage the project under the guidance of the PCG.

On the 14th of January 2020 the Project Control Group participated in a governance workshop facilitated by Public Works Advisory to define the ongoing roles and responsibilities of Charles Sturt University, PCYC and Dubbo Regional Council. During this meeting DRC confirmed they would not consider the acquisition of the Dubbo Indoor Multi-Sport Facility once completed.

All parties agreed that Dubbo Regional Council withdraw from the PCG to allow the Office of Sport, CSU and PCYC to continue negotiations and oversee ongoing delivery of the project.

Dubbo Regional Council will remain integral to the project and will be consulted throughout the planning, design and delivery of the Dubbo Indoor Multi-Sport Facility.

The Office of Sport seeks resolution from Council to withdrawal from the Regional Sports Infrastructure Funding Deed signed in February 2019.

REPORT

There has been much discussion pertaining to project funding, scope, capacity, timelines and stakeholder roles, during Dubbo Indoor Multi-Sport Facility Project Control Group meetings. Dubbo Regional Council is not an identified lead stakeholder in the development or operation of an indoor sport facility. Further, Council is not prepared to be accountable for cost overruns pertaining to the construction of operation of a facility. Council should not incur the risk associated with such an initiative.

Whilst Council strenuously advocates for facilities which can accommodate differing sports, inclusive of basketball, netball, tennis, soccer and the like, as well as significant tournaments for the broader region, Council's ambiguous participation in the Project Control Group potentially hinders the facility's ability to progress and gather momentum. It also poses inappropriate governance challenges for Council. As such, it is best for Council to formally withdraw from the Regional Sports Infrastructure Fund agreement. The funding deed was originally signed by the Chief Executive Officer during February 2019 and is appended as **Attachment 1**.

Alternatively, Dubbo Regional Council intends to be readily available to provide advice and recommendations pertaining to the Dubbo Indoor Multi-Sport Facility through the Dubbo Regional Council Sports Council. Council also considers it integral to be a proactive conduit between project proponents and broader community stakeholders.

SUMMARY

Since Council does not have facility ownership, nor facility operational responsibilities, it is best for Council to agree to revoke the original funding deed under the Regional Sports Infrastructure Fund \$9.3 million grant monies, to the NSW Government, expressly requesting that allocated monies be quarantined for the Dubbo Indoor Multi-Sport Facility; and disbursed when proponent governance structures have been finalised.

Appendices:

- [1](#) Regional Sports Infrastructure Fund - Office Of Sport - Police Citizens Youth Clubs NSW Ltd - PCYC - Dubbo Indoor Multi-Sport Facility.



Funding Deed

Regional Sports Infrastructure Fund

28 February 2019

Department	Office of Sport
Approved Community Organisation	Police Citizens Youth Clubs NSW Ltd (PCYC)
Council	Dubbo Regional Council
Project	Dubbo Indoor Multi-Sport Facility

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Details

Department	Name	The Crown in right of the State of New South Wales acting through the Department of Industry
	Agency/Division	Office of Sport (ABN 31 321 190 047)
	Address	Level 3, 6b Figtree Drive, Sydney Olympic Park 2127
Regional Director, Western	Name	Casey Grice
	Position	Regional Director, Western, Office of Sport
	Address	76 McNamara Street, Orange NSW 2800 PO Box 381, Orange NSW 2800
	Telephone	02 5335 8800
	E-mail	casey.grice@sport.nsw.gov.au
Approved Community Organisation (ACO)	Name	Police Citizens Youth Clubs NSW Ltd (PCYC)
	Contact:	Lester Stump General Manager, Strategic Development, Facilities and Assets Ph: 02 8805 4722 or Mob: 0412 563 652 lstump@pcycnsw.org.au
	Address	1c Mimika Avenue, Whalan NSW 2770
	ABN	89 401 152 271
Council	Name	Dubbo Regional Council
	Address	Corner Church & Darling Streets, Dubbo NSW 2830
	ABN	53 539 070 928
Grant	Amount of Grant	\$9,300,000

Background

The following provides background information regarding the parties and people involved in this Deed and is to assist in understanding the roles and responsibilities of these parties and people at a high level only (this background information is not to be used in interpreting this Deed):

- **Department** – The Department will release the Grant to the Council provided the Council and ACO are performing their obligations and the Project is being delivered as required by this Deed.
- **Director, Western Region, Office of Sport** – The Director receives information from the Council and manages relationships with Council and the ACO in order to assist the Department with its overall coordination of the RSIF.
- **Council** – The Council has identified the ACO to deliver the Project, subject to receiving the Grant from the Department and Council being satisfied that the ACO has done everything it is required to do under this Deed, Council must pay the Grant to the ACO. Council and the Director, Western Region will work collaboratively on the Project.
- **ACO** – The ACO is responsible for delivering the Project with the Grant received from Council and managing Project risk. The ACO is responsible for applying the Grant to the Project and demonstrating to the other parties it has carried out the delivery of the Project as required by this Deed.
- **Project Control Group** – means the body charged with oversight of the Project and consists of:
 - **Lead** – Office of Sport
 - **Members**
 - Dubbo Regional Council
 - PCYC NSW
 - Department of Premier and Cabinet
 - Charles Sturt University
 - Other members as required by the PCG from time to time.

Terms

Definitions and Commencement

1. Definitions

For the purposes of this Deed:

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Director, Western Region means the person identified as such in the Details, or an authorised representative as notified from time to time.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs.

Combined Administrative Costs means the combined administrative costs incurred by both the Council and the ACO in respect of the Project (such costs include internal and external costs from administering, designing, planning and managing the Project).

Commencement Date means the date on which the last party signed this Deed.

Conflict of Interest means a situation where the exercise of a person's duty or decision-making is influenced, potentially influenced, or may appear to be influenced, by a secondary interest, including (but not limited to) a private or business interest.

Deed means this funding deed document and includes the Details, Terms, Schedule and any annexures or other documents cross-referenced in this Deed.

Grant means the grant of funding for the Project from the RSIF as set out in the Details.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

LG Act means the *Local Government Act 1993*.

Location means the location of the Project shown in the Schedule.

Milestones mean the stages for the Project shown in the relevant section of the Schedule.

Notice means a notice given under this Deed and in accordance with clause 21.

Payment means a payment of the Grant for the Project shown in the Schedule on the terms required by this Deed.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998*.

Program Guidelines means the *Regional Sports Infrastructure Fund Program Guidelines* published by the NSW Government and as updated from time to time.

Progress Report means a written report that identifies for the Project:

- progress against Milestones and any current or anticipated delays (with information regarding the cause of the delay and measures to respond to the delay);
- any actual costs at the date of the report and any actual or anticipated cost overruns;
- any variations requested since the previous Progress Report;
- the amount of Payments received from the Department since the previous Progress Report; and
- the cumulative amount of Payments made since the Commencement Date.

Project means the Project outlined in the Schedule for which a Grant has been approved for the purposes of this Deed.

Project Control Group means the body charged with oversight of the Project and whose role includes oversight of the design, planning, construction and delivery schedule; monitoring of project objectives as outlined in the Final Funding Application submitted by Dubbo Regional Council; financial monitoring; management of project risks; communication and stakeholder engagement strategies.

Project Term means the period starting on the Commencement Date and ending on the date by which the final Payment for the Project must be claimed as set out in the Schedule.

RSIF means the Regional Sports Infrastructure Fund, as further described in the Program Guidelines.

State means the Crown in right of the State of New South Wales and all officers, employees and agents of the Crown.

Summary Completion Report means a report confirming that the Project has been

completed, the actual cost of the Project and the date the works comprised in the Project were made available for use by the local community.

2. Commencement and completion

- 2.1 This Deed will commence on the Commencement Date.
- 2.2 Unless otherwise agreed, the ACO must ensure the Project is completed by the date for the completion of the final Milestone as set out in the Schedule.

3. General requirements

- 3.1 In addition to other terms of this Deed, Council:
- a) must ensure the Grant is used only for the relevant Project at the relevant Location and be accountable for all the Grant funding received under this Deed;
 - b) must comply with all RSIF policies and guidelines (available at <https://sport.nsw.gov.au/clubs/grants/regional-sports-infrastructure>);
 - c) agrees to provide assistance to the Department and Director, Western Region (and people invited by the Department and Director, Western Region) to visit a Location from time to time, including to verify that the Milestone activities have been completed; and
 - d) must comply with all applicable Commonwealth, State and local government laws, including the LG Act.
- 3.2 In addition to other terms of this Deed, the ACO, under the supervision of the PCG:
- a) must ensure the Grant is used only for the relevant Project at the relevant Location and be accountable for all the Grant funding received under this Deed;
 - b) must ensure that each Milestone is completed by the relevant deadline specified in the Schedule;
 - c) must ensure that all necessary local council and other legal and statutory approvals for the Project are obtained;
 - d) must manage the Project with all due skill and care including in relation to financial management, project planning and risk management;
 - e) must comply with all RSIF policies and guidelines (available at <https://sport.nsw.gov.au/clubs/grants/regional-sports-infrastructure>);
 - f) agrees to provide assistance to the Department and Director, Western Region (and people invited by the Department and Director, Western Region) to visit a Location from time to time, including to verify that the Milestone activities have been completed;
 - g) must comply with all applicable Commonwealth, State and local government laws; and
 - h) must provide all documents, records and other information, including the invoices and receipts required by the Department under clause 4.1, as requested from time to time by the Council, Director Western Region or Department in accordance with this Deed.

4. Payment

- 4.1 Provided the ACO and the Council carry out their obligations under this Deed, the Department will pay the Grant to Council in the Payments shown in the Schedule. Other than the first Payment, the Department will not make the Payments unless the ACO has completed the relevant Milestone and the Council has provided the Department with invoices and related receipts (as obtained from the ACO) as

required by the Department.

- 4.2 The Council agrees it may only pay any part of the Grant to the ACO for the purposes of a Project if the Council is satisfied that the ACO is not in breach of this Deed. Unless otherwise agreed with the ACO, the Council must pay the ACO the full amount of the Grant received from the Department if the ACO completes the Project to the Department's satisfaction (subject to any amounts deducted under clause 5.2).
- 4.3 Unless otherwise approved under clause 10.1, if the Council does not make a claim for a Payment by the date in the Schedule, the Council may no longer have a right to claim that Payment and the Department will not be required to pay that Payment. The ACO agrees that it must not make a claim against the State for a Payment or any other costs or liabilities if the ACO does not receive a Payment because of the operation of this clause.
- 4.4 If the Department makes any Payment to the Council, the Council and the ACO acknowledge and agree this does not mean that the Department accepts that any part of the Project complies with the requirements of this Deed.

5. Project costs

- 5.1 The ACO agrees that the Grant for the Project is (subject to amounts deducted under clause 5.2) the maximum amount to be paid under the RSIF towards the carrying out of the Project and that the ACO:
 - a) will prepare and review a scope of works and costs estimate for the Project within six months of the signing of this Deed;
 - b) is responsible for any costs that exceed the Grant for the Project (whether the ACO expected to incur such costs or not at any time before or after it signed this Deed) and the ACO must obtain any additional funding necessary to carry out the Project; and
 - c) is responsible for all maintenance costs arising from the Project.
- 5.2 Not Used
- 5.3 The ACO acknowledges and agrees that where the actual cost of the Project is less than the Grant:
 - a) the ACO will notify the Department of any unspent Grant before the end of the Project;
 - b) the Department may reduce the final Payment to reflect the actual cost incurred to deliver the Project; and
 - c) the ACO must return to the Department all Grant money paid to the ACO that exceeds the actual cost of carrying out the Project (including any interest earned on such funds) within 28 days after completion of the Project (or termination of the Deed).
- 5.4 The Council acknowledges and agrees that, where the actual cost of the Project is less than the Grant, the Council must return to the Department all Grant money held by the Council that has not been paid to the ACO and which exceeds the actual cost of carrying

out the Project (including any interest earned on such funds) within 28 days after completion of the Project (or termination of the Deed).

6. Bank account for Payments

6.1 The Council agrees to maintain:

- a) a separate account at a financial institution, or
- b) an existing general account at a financial institution where adequate internal financial controls are in place for the identification of the Payments,

which is an authorised deposit-taking institution, located in New South Wales, including a bank, credit union or building society ("bank account").

6.2 Interest earned on Payments held in a bank account must be used solely for the purpose of the Project.

6.3 If the Project is delayed, Payments already paid to the Council must be held in the bank account until:

- a) they are paid by the Council to the ACO solely for the purpose of that Project; or
- b) they are required to be returned or repaid to the Department in accordance with the terms of this Deed.

7. Withholding, suspension, changes to Payments and repayments

7.1 The Department may, acting reasonably, increase or decrease the amount of any particular Payments by issuing Council with a written Notice setting out the details of the changes provided that such changes will not affect the amount of the overall Grant payable and the Council must immediately inform the ACO of any changes to the Payments.

7.2 If either or both the Council or the ACO are not complying with this Deed, the Department may withhold all or part of any Payment until there is compliance with the Deed.

7.3 If the Department withholds all or part of any Payment under clause 7.2, Council and the ACO agree they must each continue to perform their obligations under this Deed.

7.4 If the ACO breaches this Deed, the Department may provide the ACO with a written Notice requiring the repayment of any or all Payments (determined by the Department in its absolute discretion) specified in the Notice within 28 days.

7.5 The Department may offset the amount of any overpayment or claim for repayment against any future Payment.

7.6 The Council and the ACO acknowledge and agree that any repayment or overpayment the Department claims under clauses 5 or 7 will be a debt due and owing to the Department.

8. GST

8.1 Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.

- 8.2 The recipient of a supply must be registered under the *GST Law* at the time of making any supply under this Deed on which GST is imposed.
- 8.3 If the recipient is not registered under the *GST Law* as required under clause 8.2, the recipient will not be entitled to receive such amount of any Payment that is equal to the amount of GST imposed on that supply
- 8.4 If:
- a) GST is imposed on a supply made to the Department under this Deed; and
 - b) the Department is or will be entitled to receive an input tax credit (as defined in the *GST Law*) in relation to that supply,

the Department will pay an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Deed in relation to that supply.

9. Reporting requirements

- 9.1 The Council agrees to provide to the Department and Director, Western Region a Progress Report as requested from time to time (or such other information requested) within the timeframe the Director, Western Region reasonably requires.
- 9.2 The Council and the ACO agree to make relevant employees, volunteers and contractors available to the Department as requested from time to time, to discuss the progress of the Project and any Progress Report.
- 9.3 The Department may provide the Council or the ACO with a request for accounting, banking or other financial documents or other records relating to use or expenditure of any Payment (including use or expenditure of any Payment by the ACO) and the Council and the ACO agree to provide copies of any such records to the Department within 10 Business Days of a request being made.
- 9.4 Despite clause 9.3, the Council and the ACO acknowledge and agrees that the Department may, from time to time, require information urgently and the Council and the ACO agree to use all reasonable endeavours to provide such information on an urgent basis.
- 9.5 Within 30 calendar days after completion of the Project, the Council agrees to provide the Department with a Summary Completion Report.
- 9.6 The Council and the ACO agree they each must, if requested by the Department and the Department of Premier and Cabinet, participate in any survey or feedback at a time agreed by Council and the Department and/or the Department of Premier and Cabinet regarding matters including one or more of the following:
- a) questionnaire regarding the assistance received;
 - b) survey of the Director, Western Region's service levels and the effectiveness of assistance provided; and
 - c) survey of Project outcomes.

10. Variation

- 10.1 If the ACO wishes to vary the Project, including any Milestone or other matter set out

in the Schedule, including:

- a) changes to the nature of the Project or the scope of works, Location or revised priorities for the Project; or
- b) changes to the timeframe for delivery of the Project, including extensions to completion of Milestones,

the ACO must first make a written request to the Department (and must immediately provide a copy of the request to the Council) and provide such information as is reasonably required by the Department.

- 10.2 Following a request for a variation under clause 10.1, the Department will consider whether to approve the request and the ACO agrees that no variation is approved unless it is approved by the Department in writing.
- 10.3 Without limiting clause 10.2, the ACO agrees that the Department may refuse a request for a variation under clause 10.1 if the Council does not agree with the requested variation.
- 10.4 The ACO agrees it will advise the Department and Director, Western Region immediately (and will advise the Council as soon as it has advised the Department and Director, Western Region):
 - a) if the ACO is unable to proceed with the Project at any time for any reason;
 - b) if the Project has been inactive for a period of 20 Business Days or more;
 - c) (where the ACO owns or leases the Location) if the ACO proposes to sell or lease any part of the Location; and
 - d) (where the ACO does not own or lease the Location) if the ACO is notified or becomes aware of a proposal to sell or lease any part of the Location.

11. Confidential information

- 11.1 Each party agrees it must maintain the confidentiality of all commercially sensitive or confidential information it receives from the other party, unless it obtains the consent of that other party to disclose the information. For the purposes of this section, the Department considers the amount of the Grant to be confidential information of the Department.
- 11.2 Clause 11.1 does not apply if the information required to be disclosed:
 - a) is publicly available at the time of the disclosure;
 - b) is required to be disclosed under the *Government Information (Public Access) Act 2009* (NSW) or process or requirement of Parliament or a court; or
 - c) is required to be disclosed for the purpose of preparing a party's financial statements.

12. Acknowledgement of support

- 12.1 If requested by the Department, the ACO agrees to acknowledge in publications and signage the NSW Government's support for the Project in accordance with the NSW Government's Funding Acknowledgement Guidelines for recipients of NSW Government grants, including appropriate use of the NSW Government logo.

- 12.2 The ACO must not publish any material or install any signage in relation to the Project referencing the NSW Government's support or using the NSW Government logo without advising the Department.

13. Publicity

- 13.1 The Council and the ACO each agree to provide the Department and Director, Western Region with at least 15 Business Days' notice of any proposed announcements, launches or public events relating to the Project and provide an opportunity for a representative of the NSW Government to attend and speak at any launch or public event for the Project.
- 13.2 The Council and the ACO each agree that the Department may issue public communications on the provision of Grants and progress on completing the Project. Where practicable to do so, the Department and Director Western Region will give advance notice of such communications.

14. Privacy

- 14.1 The Council and the ACO must:
- a) ensure that Personal Information that is provided by the Department, Director Western Region or collected by the Council or the ACO under or in connection with this Deed is used only for the purposes of this Deed and is protected against loss, unauthorised access, use, modification and disclosure, or against other misuse; and
 - b) not disclose any Personal Information without the written consent of:
 - i the individual to whom the Personal Information relates; or
 - ii the Department or the Director, Western Region.
- 14.2 Without limiting clause 14.1 and unless otherwise required or authorised by law, the Council and the ACO must:
- a) comply with the Information Protection Principles applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998* (NSW) when doing any act or engaging in any practice in relation to Personal Information; and
 - b) include equivalent requirements regarding Personal Information (including this clause) in any other contract entered into to undertake the Project.

15. Conflict of Interest

- 15.1 The Council and the ACO agree that, as at the Commencement Date, there is no Conflict of Interest in relation to the carrying out of the Project under this Deed. The Council and the ACO agree they each must notify the Department and Director, Western Region in writing immediately on becoming aware of a Conflict of Interest that arises after the Commencement Date. On receiving notice of a Conflict of Interest, the Department may:
- a) request such further information as it may require regarding the circumstances of the Conflict of Interest; or

- b) approve the continuation of the arrangements under this Deed, subject to reasonable conditions to ensure appropriate management of the Conflict of Interest.
- 15.2 The Department may immediately terminate this Deed by giving a Notice if in the Department's view (acting reasonably) the Conflict of Interest cannot be appropriately managed.

Dealing with risk

16. Insurance

- 16.1 The ACO agrees to maintain public liability insurance to a minimum of \$10,000,000.00 for any single occurrence and unlimited in the aggregate as to the number of occurrences for the Project.
- 16.2 The ACO agrees not to do, permit or allow any act, matter or thing or omission whereby any insurance policy referred to in this clause 16 may be rendered void or voidable.
- 16.3 On request by the Department, the ACO agrees to provide (or obtain from each ACO) a copy of valid and current certificates of currency for each insurance policy described in this clause 16.
- 16.4 The ACO agrees it is responsible for maintaining the currency of any other relevant insurances including contract works insurance, professional indemnity insurance, directors and officers liability and worker's compensation insurances.
- 16.5 Without limitation to this clause 16, the ACO agrees that it has and will maintain appropriate insurance to cover any liability the ACO may incur in relation to this Deed and to ensure the delivery of the Project.

17. Indemnities

- 17.1 The ACO must indemnify and keep indemnified the State from and against any loss (including legal costs and expenses) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
 - a) a breach of this Deed by the ACO;
 - b) any unlawful or negligent act or omission by the ACO (or an employee, volunteer, agent or subcontractor of the ACO in connection with this Deed);
 - c) any illness, injury or death of any person caused or contributed to by the ACO or the employees, volunteers, invitees, contractors or subcontractors of the ACO in connection with this Deed or the Project;
 - d) any loss or damage to real or personal property caused or contributed to by the ACO or the employees, volunteers, invitees, contractors or subcontractors of the ACO in connection with this Deed or the Project; or
 - e) any act or omission by the ACO or the employees, volunteers, invitees, contractors and subcontractors of the ACO in connection with this Deed that is an infringement of any intellectual property, or privacy rights of the Department or any third party.

- 17.2 The Council must indemnify and keep indemnified the State from and against any loss (including legal costs and expenses) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
- a) a breach of this Deed by the Council;
 - b) any unlawful or negligent act or omission by the Council (or an employee, agent or contractor of the Council in connection with this Deed other than the ACO); or
 - c) any illness, injury or death of any person caused or contributed to by the Council or the employees of the Council in connection with this Deed or the Project.
- 17.3 The obligation of each of the ACO and the Council to indemnify the State under this clause 17 will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or liability.
- 17.4 The obligation of each of the ACO and the Council to indemnify the State under this clause 17 does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Deed.

Terminating this Deed

18. Termination

- 18.1 Unless terminated earlier in accordance with this clause, this Deed will end at the later of:
- a) the end date of the Project Term; or
 - b) once the ACO has completed the Project to the Department's satisfaction.
- 18.2 The Department may terminate this Deed 20 Business Days after the date of a Notice requiring the ACO to remedy a breach (and the ACO fails to remedy the breach within that period) involving any one or more of the following:
- a) in the Department's opinion the ACO has not carried out the Project diligently or competently;
 - b) the ACO has not achieved one or more of the Milestones of the Project by the date for completion;
 - c) the Department considers the Project is no longer viable; or
 - d) the Department considers that there has been a material change in circumstances in the ACO's financial position or the structure of the ACO.
- 18.3 The Department may terminate this Deed 20 Business Days after the date of a Notice requiring the Council to remedy a breach (and the Council fails to remedy the breach within that period) involving any one or more of the following:
- a) in the Department's opinion the Council has not carried out its obligations in clause 4.2 diligently or competently; or
 - b) in the Department's opinion the Council has not complied with its reporting obligations in clause 9.
- 18.4 The Department may terminate this Deed immediately by giving the ACO a Notice to the ACO if:
- a) the ACO breaches a provision of this Deed in a manner that, in the Department's

- opinion, is not capable of remedy;
- b) the Department is of the opinion that the ACO has provided intentionally misleading or incorrect information as part of the application for funding or as part of this Deed;
 - c) the ACO uses the Grant funding for purposes other than the relevant Project;
 - d) the Department is of the opinion a material Conflict of Interest has arisen;
 - e) the Department is of the opinion that it is necessary to terminate the Deed to protect the reputation of the Department or the NSW Government; or
 - f) the ACO becomes insolvent, goes into liquidation or administration or otherwise becomes subject to any form of insolvency proceedings.
- 18.5 The Department may terminate this Deed immediately by giving the Council a Notice to the Council if:
- a) the Council applies the Grant funding for purposes other than the relevant Project;
 - b) the Department is of the opinion a material Conflict of Interest has arisen;
 - c) the Department is of the opinion that it is necessary to terminate the Deed to protect the reputation of the Department or the NSW Government; or
 - d) the Council becomes insolvent, goes into liquidation or administration or otherwise becomes subject to any form of insolvency proceedings.
- 18.6 The ACO and the Council acknowledge and agree that the Department is not liable to pay any compensation or costs to the ACO or the Council if this Deed is terminated in accordance with clause 18 and each of the Council and the ACO irrevocably and unconditionally release the Department and the State in respect of such termination.

Other Legal Matters

19. Consent of land owner

- 19.1 If the ACO does not own the land where the Project will be constructed, installed or otherwise delivered, the ACO agrees that it will:
- a) within six-months of the date of this agreement, obtain the written approval and agreement of the land owner to construct, install or otherwise deliver the Project on the land; and
 - b) obtain the written agreement of the land owner to notify the ACO during the 10-year period referred to in clause 20.1 of any proposal to sell or lease the land on which the Project is or will be carried out.
- 19.2 The ACO indemnifies and agrees to keep indemnified the State from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by the land owner as a result of or in connection with the Project.

20. Maintenance of Assets

- 20.1 The ACO agrees to maintain and not to demolish, eradicate, remove, dispose of or otherwise interfere with the infrastructure, facilities or improvements ("assets") created by the Project for 10 years after the completion of the Project, unless safety concerns can be demonstrated.

- 20.2 As the Grant funding is provided to benefit the local community, and conversion or disposal through sale or otherwise of assets funded through the RSIF is not consistent with this purpose, if the ACO intends to convert or dispose of assets funded by the RSIF program within 10 years from the Completion of the Project, the ACO agrees it must notify the Department immediately with details of the intended conversion or disposal.
- 20.3 Where the Department so requests, the ACO must repay the Department the Grant funding for the Project within 20 Business Days of the disposal or conversion of the assets in breach of clause 20.1.
- 20.4 If the Department notifies the ACO that it requires repayment of any amount under clause 20.3, the ACO agrees that the amount will become a debt due and payable to the Department.

21. Notices

- 21.1 The Council and the ACO acknowledge and agree that the Director, Western Region is authorised to give and receive Notices on the Department's behalf.
- 21.2 Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered, posted or emailed to the Department or as otherwise notified in writing.
- 21.3 The Council and the ACO must advise the Department of the contact details (and any change to the contact details) for Notices. The Director, Western Region accepts no responsibility for correspondence or other communications that are not received due to contact details not being updated.
- 21.4 The receiving party will be deemed to have received the Notice as follows:
- a) if hand delivered, on the day on which it is delivered to or left at an attended reception desk at the relevant address;
 - b) if sent by regular post within Australia, on the fourth Business Day after the day on which it is posted;
 - c) if sent by email, the first of the following occurring:
 - when the sender receives an automated message confirming delivery; or
 - four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, provided that such time is before 5.00pm on a Business Day, otherwise it will be deemed to be received on the next Business Day.
- 21.5 Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

22. General

- 22.1 **Survival:** The following clauses survive termination or expiry of this Deed: clause 5.3(c) (Project costs), clause 7 (Withholding, suspension, changes to payments and repayments), clause 11 (Confidential information), clause 13 (Acknowledgement of support), clause 13 (Publicity), clause 14 (Privacy), clause 16 (Insurance), clause 17 (Indemnities), clause 18 (Termination), clause 22.4 (Keeping of records, audit and

rights of access to such records), this clause 22.1 and any other clause which by its nature is intended to survive this Deed.

- 22.2 **ACO:** The ACO remains responsible for implementing the Project in accordance with the terms of this Deed if contractors are engaged to deliver all or part of the Project. The ACO agrees it is responsible for ensuring that all contractors have appropriate skills, qualifications and experience for the Project and that all work meets the requirements of this Deed and complies with relevant legislation, standards and codes of practice. The ACO is responsible for ensuring that contractors hold all appropriate insurances.
- 22.3 **Volunteers:** The ACO may permit volunteers to assist in the delivery of the Project if such volunteers are volunteers of the ACO.
- 22.4 **Keeping of records, audit and rights of access to such records:**
The Council and the ACO:
- a) must keep complete and accurate records and books of account with respect to the Project (the "Records"), and must retain such Records for a minimum of 7 years after expiry or termination of this Deed;
 - b) authorise the Department and any department or agency of the State (the "Auditors") to undertake audits, to examine and inspect, at reasonable times and on reasonable notice any Records held and allow any such Records to be copied; and
 - c) must provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause.
- 22.5 **Entire Deed:** This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings between the parties relating to the subject matter of this Deed.
- 22.6 **Inconsistency:** If there is any inconsistency between provisions of this Deed then the order of precedence will be the:
- a) Details; then
 - b) terms of this Deed; then
 - c) Schedule.
- 22.7 **Negation of employment, partnership or agency**
- a) This Deed does not create a relationship of agency, partnership, and/or employment between the parties.
 - b) The ACO must not represent that it is an agent of the Department or Director, Western Region as otherwise able to bind or represent the Department and/or Business Development Manager.
- 22.8 **Relationship:** All work performed by the ACO and all contracts made by the ACO in carrying out the Project must be performed and made by the ACO as principal and not as agent for the State, Director Western Region or the Department. In all dealings in relation to the Project the ACO acts solely on its own account.
- 22.9 **Further assurance:** Each party must promptly execute all documents and do all things required by law, or that the other party from time to time reasonably requests, to effect, perfect or complete this Deed and all transactions incidental to it.

22.10 **Waiver:** The Council and ACO agree that:

- a) the State does not accept any responsibility or liability for works carried out for a Project and bears no responsibility for the Project.
- b) no failure or delay by the Department or its officers or the Director, Western Region in exercising any right, power or remedy under this Deed, and no course of dealing with the Council or the ACO, will operate as a waiver of a breach or a default by the Council or the ACO. Any waiver by the Department or its officers of a breach or default of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

22.11 **Assignment or change of Crown agent:**

- a) Neither the Council nor the ACO may assign or novate obligations or interests under this Deed, without the prior written consent of the Department.
- b) The Department may, by written Notice to the Council and ACO, advise that another NSW Government Department, statutory body or other agency is to exercise the rights of the Department under this Deed (being, at all times, rights which are exercisable for and on behalf of the Crown in right of the State of New South Wales).
- c) On notification by the Department, the Council and ACO must each execute all documents reasonably necessary to give effect to the Notice by the Department under this clause.

22.12 **Counterparts:** This Deed may be signed in any number of counterparts which taken together will constitute one instrument.

22.13 **Severability:** If any part of this Deed is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of this Deed will not be affected and this Deed will be read as if the part had been deleted in that jurisdiction only.

22.14 **Governing Law:** The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State

22.15 **Several responsibilities:** Where this Deed provides that the Council and the ACO acknowledge or agree something, or that the Council and the ACO must or will do something or refrain from doing something, the acknowledgement, agreement and obligations of the Council and the ACO are several, unless expressly provided otherwise in this Deed.

Execution Clauses

Department

Signed, sealed and delivered for and on behalf of the Crown in right of the State of New South Wales acting through the **Department** by its authorised signatory, but not so as to incur personal liability:

Name of Authorised Signatory

Signature

Date

In the presence of:

Name of Witness

Signature of Witness

ACO

Signed, sealed and delivered for and on behalf of **Police Citizens Youth Clubs NSW Ltd (PCYC)** by its authorised representative acting lawfully under delegated authority:

Name of Authorised Representative

Signature

Position held

Date

In the presence of:


Name of Witness

Signature of Witness

Council

Signed, sealed and delivered for and on behalf of **Dubbo Regional Council** by its authorised representative acting lawfully under delegated authority:

MICHAEL McMAHON
Name of Authorised Representative


Signature

Position held Chief Executive Officer

28/2/19
Date

In the presence of:

Susan Wade
Name of Witness

Susan Wade
Signature of Witness

Schedule

Program: Regional Sports Infrastructure Fund

Project Name: Dubbo Indoor Multi-Sport Facility

Location: Dubbo

NSW Government: Funding under the Regional Sports Infrastructure Fund, in a total amount of up to \$9,300,000 is to be made by way of instalments, subject to the terms of this Agreement.

Dubbo Regional Council - \$1,000,000, subject to a formal resolution of Council approving the financial contribution

PCYC - \$4,000,000

The ACO must ensure any Milestones for the Project are completed by the timeframe set out below.

Project	Project Milestones	Performance Report due date	Anticipated Instalment payment	Estimated Payment amount
Project Control Group develops a memorandum of understanding for the delivery of the Project with Dubbo Regional Council, Police Citizens Youth Clubs NSW and Charles Sturt University.	February – April 2019		N/A	\$0

Office of Sport

Dubbo Regional Council and CSU enter into a lease for the Location for not less than 42 years. The lease must contain consent to the Project.	May 2019		N/A	\$0
Dubbo Regional Council and PCYC (and CSU if necessary) enter into a development agreement in relation to the Project, as well as prepare the Concept Design and Development Cost Plan.	June 2019	Provision of lease and MoU	June 2019	\$100,000
DA submitted and development consent obtained	May 2019 – September 2019	October 2019	November 2019	\$600,000
Detailed design commences	November 2019 – February 2020	March 2020	April 2020	\$600,000
Construction Procurement – GC 21 construction contract	May 2020 – August 2020	August 2020	September 2020	\$500,000
Site established	November 2020 – December 2020	December 2020	January 2021	\$1,000,000
Indoor Facility Construction – Phase 1	January 2021 – August 2021	September 2021	October 2021	\$3,000,000
Indoor Facility Construction – Phase 2	January 2021 – May 2022	June 2021	July 2021	\$3,000,000
Project completion and final report	August 2022	September 2022	October 2022	\$500,000

Office of Sport



DUBBO REGIONAL
COUNCIL

REPORT: 2020 Titan Macquarie Mud Run - Temporary Road Closures

AUTHOR: Senior Traffic Engineer
REPORT DATE: 3 February 2020
TRIM REFERENCE: ID20/60

EXECUTIVE SUMMARY

The Titan Macquarie Mud Run is an annual event held at the end of March 2020 that challenges participants to negotiate an obstacle course along the Macquarie River corridor in Dubbo. The event has been successfully run since 2014, with a steady increase of participants. Some access roads leading into the river corridor are required to be temporarily closed to facilitate the course. The event starts and finishes at Ollie Robbins Oval then continues southbound in a clockwise direction, generally following the Tracker Riley Cycleway/Walkway to Regand Park, and returns along the western side of the river via the Tamworth Street footbridge and swim crossing back to Ollie Robbins Oval.

It is recommended that approval be granted to the Titan Mud Run Committee for the temporary closure of the Ollie Robbins Oval access road off Bligh Street, part of Victoria Street east of Stonehaven Avenue (the access to the boat ramp), the western extension of Tamworth Street from South Street and the access road to Sir Roden Cutler Park off Whylandra Street to facilitate the running of the 2020 Titan Macquarie Mud Run in accordance with the Traffic Management Plan and conditions of approval from Council.

FINANCIAL IMPLICATIONS

There are no financial implications arising from this report.

POLICY IMPLICATIONS

There are no policy implications arising from this report.

RECOMMENDATION TO THE LOCAL TRAFFIC COMMITTEE

That approval be granted to the Titan Mud Run Committee for the temporary closure of the Ollie Robbins Oval access road off Bligh Street, Victoria Street east of Stonehaven Avenue, the western extension of Tamworth Street from South Street and the access road to Sir Roden Cutler Park off Whylandra Street on Saturday 28 March 2020 between 6 am and 6 pm to facilitate the running of the 2020 Titan Macquarie Mud Run subject to the following conditions:

- a. The submission of an Event and Traffic Management Plan and Traffic Control Plan to Council for approval in accordance with Australian Standard 1742.3, and Transport for NSW' Guide to Traffic Control at Worksites prepared by an accredited person. Council's Traffic Control Plan TM 7283 is to be implemented for the event.
- b. Trained course marshals are to be provided at all road closure points and other locations as identified in the Event and Traffic Management Plan with restricted access only to emergency and authorised vehicles.
- c. Council's Executive Manager Governance and Internal Control must sight a copy of the current Public Liability Insurance Policy for a minimum amount of \$20 million on which Dubbo Regional Council is specifically noted to be indemnified against any action resulting from the event.
- d. The applicant is responsible for the provision of all traffic control required for the event in accordance with the Traffic Control Plan.
- e. All traffic advisory signs shall be placed in accordance with the approved Traffic Control Plan and the Event and Traffic Management Plan.
- f. The applicant is to submit to Council all the appropriate documentation required accepting the above terms and conditions before final approval will be granted.
- g. All costs associated with implementing these event conditions are to be met by the event organiser.

LOCAL TRAFFIC COMMITTEE CONSIDERATION

This matter was considered by the Local Traffic Committee at its meeting held on Monday, 3 February 2020. The Committee had unanimous support in the adoption of the recommendation.

RECOMMENDATION

That approval be granted to the Titan Mud Run Committee for the temporary closure of the Ollie Robbins Oval access road off Bligh Street, Victoria Street east of Stonehaven Avenue, the western extension of Tamworth Street from South Street and the access road to Sir Roden Cutler Park off Whylandra Street on Saturday 28 March 2020 between 6 am and 6 pm to facilitate the running of the 2020 Titan Macquarie Mud Run subject to the following conditions:

- a. The submission of an Event and Traffic Management Plan and Traffic Control Plan to Council for approval in accordance with Australian Standard 1742.3, and Transport for NSW' Guide to Traffic Control at Worksites prepared by an accredited person. Council's Traffic Control Plan TM 7283 is to be implemented for the event.
- b. Trained course marshals are to be provided at all road closure points and other locations as identified in the Event and Traffic Management Plan with restricted access only to emergency and authorised vehicles.
- c. Council's Executive Manager Governance and Internal Control must sight a copy of the current Public Liability Insurance Policy for a minimum amount of \$20 million on which Dubbo Regional Council is specifically noted to be indemnified against any action resulting from the event.
- d. The applicant is responsible for the provision of all traffic control required for the event in accordance with the Traffic Control Plan.
- e. All traffic advisory signs shall be placed in accordance with the approved Traffic Control Plan and the Event and Traffic Management Plan.
- f. The applicant is to submit to Council all the appropriate documentation required accepting the above terms and conditions before final approval will be granted.
- g. All costs associated with implementing these event conditions are to be met by the event organiser.

Dennis Valentine
Senior Traffic Engineer

REPORT

Council has received a Special Events Application (**Appendix 1**) from the Titan Mud Run Committee that requires several temporary road closures (see attached Traffic Control Plan **Appendix 2**) to facilitate the 2020 Titan Macquarie Mud Run (TMMR). The event will be held from 6am to 6pm on Saturday 28 March 2020 within the parklands along the Macquarie River corridor, with some 1,500 participants expected. The TMMR has been successfully run since 2014 and is a fundraising event that encompasses a challenging obstacle course around the Macquarie River corridor.

The TMMR is wholly contained within the parklands of the Macquarie River corridor that starts and finishes at Ollie Robbins Oval behind the CBD. The course is approximately 10 km long and proceeds south from Ollie Robbins Oval in a clockwise direction, generally following the Tracker Riley Cycleway/Walkway to Regand Park, then north across the river at the Tamworth Street footbridge, north along the western side of the river to a river crossing and return to Ollie Robbins Oval (see Course Map **Appendix 3**).

There are several roads leading to the river corridor that need to be temporarily closed for the event in order to segregate traffic from the event participants and enable participants to cross the roadways, and to continue along the river corridor course. Marshalls will be stationed at each road closure point with official and emergency vehicle access only into the river corridor.

The roads to be closed include:


- The two access roads to Ollie Robbins Oval off Bligh Street;
- Victoria Street east of Stonehaven Avenue (access to boat ramp)
- Access road to Sir Roden Cutler Park off Whylandra Street; and
- Tamworth Street west of South Street.

Council's Traffic Control Plan TM 7283 (attached as **Appendix 2**) details the road closures. A Risk Management Plan has been prepared for the event (attached as **Appendix 4**).

It is recommended that Council approve the application from Titan Mud Run Committee for the temporary closure of the Ollie Robbins Oval access road of Bligh Street, Victoria Street east of Stonehaven Avenue, the western extension of Tamworth Street from South Street and the access road to Sir Roden Cutler Park off Whylandra Street on Saturday 28 March 2020, between 6 am and 6 pm to facilitate the running of the 2020 Titan Macquarie Mud Run and implemented in accordance with the Traffic Management Plan and conditions imposed by Council and Council's Plan TM 7283.

Appendices:

- 1 [↓](#) 2020 Titan Macquarie Mud Run - Special Event Application Form
- 2 [↓](#) 2020 Titan Macquarie Mud Run - Traffic Control Plan
- 3 [↓](#) 2020 Titan Macquarie Mud Run - Course Map
- 4 [↓](#) 2020 Titan Macquarie Mud Run - Risk Assessment

<p>APPLICATION – SPECIAL EVENT RESOURCES</p> <p>Special Event Transport Management Plan Template</p>	 <p>PO Box 81 Phone: 6801 4000 DUBBO 2830 Fax: 6801 4259 E-mail: council@dubbo.nsw.gov.au</p>
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Note: Refer to Chapter 7 of the Guide for a complete description of the Transport Management Plan

1. EVENT SUMMARY

1.1 Event Details

Event name: TITAN MACQUARIE MUD RUN

Event location: OLLIE ROBINS OVAL DUBBO

Event date: 6AM 28/3/20 Event start time: _____ Event finish time: 6PM

Event setup start time: 26/3/20 9AM Event pack down finish time: 29/3/20 9AM

Event is off-street on-street moving on-street non-moving held regularly throughout the year (calendar)

1.2 Event Organiser

Title: Mr Mrs Miss Ms Other

Surname: FARDELL

Given name/s: ROD

Event management company name (if applicable): TITAN MUD RUN COMMITTEE

Postal address: 9 Cloonawillin Ct

Business phone: 0439845513

E-mail: Rod_fardell@bigpond.com

Police: Phone: _____ E-mail: _____ Mobile: _____

Council: Phone: _____ E-mail: _____ Mobile: _____

Roads and Maritime Services (if Class 1 – regional NSW and Class 2 event) Phone: _____ E-mail: _____ Mobile: _____

Note: The event organiser is the person or organisation in whose name the Public Liability Insurance is taken out.

1.3 Brief description of the event (one paragraph)

The Titan Mud Run is an annual event with over 1500 people participate in 30 fun based obstacles and challenges around a 10kg course from Ollie Robins Oval to Regand Park along the Tracker Riley Pathway and returning using the River and parks as part of the course. The event is totally Based and raises money for Community Projects.

2. RISK MANAGEMENT - TRAFFIC

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 33%; background-color: red; color: white; text-align: center; padding: 5px;">Class 1</div> <div style="width: 33%; background-color: yellow; color: black; text-align: center; padding: 5px;">Class 2</div> <div style="width: 33%; background-color: green; color: white; text-align: center; padding: 5px;">Class 3</div> </div>	2.1	Occupational Health and Safety – Traffic Control xRisk assessment plan/sattached.
	2.2	Public Liability Insurance xPublic liability insurance arranged. Certificate of currency attached.
	2.3	Police <input type="checkbox"/> Police written approval obtained.
	2.4	Fire Brigades and Ambulance <input type="checkbox"/> Fire brigades notified. <input type="checkbox"/> Ambulance notified.

3. TRAFFIC AND TRANSPORT MANAGEMENT

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 33%; background-color: red; color: white; text-align: center; padding: 5px;">Class 1</div> <div style="width: 33%; background-color: yellow; color: black; text-align: center; padding: 5px;">Class 2</div> <div style="width: 33%; background-color: green; color: white; text-align: center; padding: 5px;">Class 3</div> </div>	3.1	The route or location <input type="checkbox"/> Map attached.
	3.2	Parking <input type="checkbox"/> Parking organised – details attached. <input type="checkbox"/> Parking not required.
	3.3	Construction, traffic calming and traffic generating developments <input type="checkbox"/> Plans to maximise impact of construction activities, traffic calming devices or traffic generating developments attached. <input type="checkbox"/> There are no construction activities, traffic calming devices or traffic generating developments at the location/route or on the detour routes.
	3.4	Trusts, authorities or Government enterprises <input type="checkbox"/> This event uses a facility managed by a trust, authority or enterprise; written approval attached. <input type="checkbox"/> This event does not use a facility managed by a trust, authority or enterprise.
	3.5	Impact on/of public transport <input type="checkbox"/> Public transport plans created – details attached. <input type="checkbox"/> Public transport not impacted or will not impact event.
	3.6	Reopening roads after moving events <input type="checkbox"/> This is a moving event – details attached. <input type="checkbox"/> This is a non-moving event.
	3.7	Traffic management requirements unique to this event <input type="checkbox"/> Description of unique traffic management requirements attached. <input type="checkbox"/> There are no unique traffic requirements for this event.
	3.8	Contingency plans <input type="checkbox"/> Contingency plans attached.
	3.9	Heavy vehicle impacts <input type="checkbox"/> Impacts heavy vehicles – RMS/TMC to manage. <input type="checkbox"/> Does not impact heavy vehicles.
	3.10	Special event clearways <input type="checkbox"/> Special event clearways required – RMS/TMC to manage <input type="checkbox"/> Special event clearways not required

4. MINIMISING IMPACT ON NON-EVENT COMMUNITY AND EMERGENCY SERVICES

<div style="background-color: red; width: 20px; height: 100%; display: inline-block; margin-right: 5px;">Class 1</div> <div style="background-color: yellow; width: 20px; height: 80%; display: inline-block; margin-right: 5px;">Class 2</div> <div style="background-color: green; width: 20px; height: 20%; display: inline-block;">Class 3</div>	<p>4.1 Access for local residents, businesses, hospitals and emergency vehicles</p> <p><input type="checkbox"/> Plans to minimise impact on non-event community attached.</p> <p><input type="checkbox"/> This event does not impact the non-event community either on the main route (or location) or detour routes.</p>
	<p>4.2 Advertise traffic management arrangements</p> <p><input type="checkbox"/> Road closures or restrictions – advertising medium and copy of proposed advertisements attached.</p> <p><input type="checkbox"/> No road closures or restrictions but special event clearways in place – advertising medium and copy of proposed advertisement attached.</p> <p><input type="checkbox"/> No road closures, restrictions or special event clearways – advertising not required.</p>
	<p>4.3 Special event warning signs</p> <p><input type="checkbox"/> Special event information signs are described in the Traffic Control Plan/s.</p> <p><input type="checkbox"/> This event does not require special event warning signs.</p>
	<p>4.4 Permanent variable message signs</p> <p><input type="checkbox"/> Messages, locations and times attached.</p> <p><input type="checkbox"/> This event does not use permanent variable message signs.</p>
	<p>4.5 Portable variable message signs</p> <p><input type="checkbox"/> The proposed messages and locations for portable VMS are attached.</p> <p><input type="checkbox"/> This event does not use portable VMS.</p>

5. PRIVACY NOTICE

The 'Personal Information' contained in the completed Transport Management Plan (TMP) may be collected and held by the NSW Police, the NSW Roads and Maritime Services (RMS), or Local Government.

I declare that the details in this application are true and complete. I understand that:

- The 'personal information' is being collected for submission of the TMP for the event described in Section 1 of this document.
- I must supply the information under the Road Transport Legislation (as defined in the *Road Transport (General) Act 1999*) and the *Roads Act 1993*.
- Failure to supply full details and to sign or confirm this declaration can result in the event not proceeding.
- The 'personal information' being supplied is either my own or I have the approval of the person concerned to produce his/her 'personal information'.
- The 'personal information' held the Police, RMS/TMC or Local Government may be disclosed inside and outside of NSW to event managers or any other person or organisation required to manage or provide resources to conduct the event or to any business, road user or resident who may be impacted by the event.
- The person to whom the 'personal information' relates has a right to access or correct it in accordance with the provisions of the relevant privacy legislation.

6. APPROVAL

TMP Approved by: _____ Event Organiser Date: 15/12/2019

7. AUTHORISATION TO *REGULATE TRAFFIC

Council's traffic management requirements have been met. Regulation of traffic is therefore authorised for all non-classified roads described in the risk management plans attached to this TMP.

Regulation of traffic authorised by: Dubbo Regional Council Date: _____

The RMS/TMC's traffic management requirements have been met. Regulation of traffic is therefore authorised for all classified roads described in the risk management plans attached to the TMP.

Regulation of traffic authorised by: _____ RMS/TMC Date: _____

*Regulate traffic' means restrict or prohibit the passage along a road of persons, vehicles or animals (Roads Act, 1993). Council and RMS/TMC require traffic to be regulated as described in the risk management plans with the layouts installed under the direction of a qualified person.

Special Event Class	Description	Features	Examples	Lead Times for Agency Approval	Police Fees	Council Fees	RMS/TMC Fees
1	<p>A Class 1 Event:</p> <ul style="list-style-type: none"> Impacts major traffic & transport systems. disrupts the non-event community over a wide area requires the involvement of Police or more Councils and the RMS/TMC. requires a detailed Transport Management Plan requires advertising the event's traffic aspects to a wide audience 	<p>A Class 1 event may:</p> <ul style="list-style-type: none"> be conducted on road or in its own venue involve taxis and authorities when using facilities managed by them involve Transport Management Centre involve the NSW, Victoria, Queensland and South Australia Police involve the Light Rail, Ferries and Point to Point Transport involve private bus and coach organisations involve the road transport industry involve the NSW, Victoria, Queensland and South Australia Police require RMS/TMC to provide Special Event Clearways require the RMS to adjust traffic signals require RMS/TMC to manage Variable Message Signs depending on the nature of the event, involve the Police "User Pay" policy. 	<p>For example:</p> <ul style="list-style-type: none"> an event that affects a principal transport route in Sydney or the Blue Mountains reduces capacity of the main highway through a country town or a bicycle race that involves the Sydney Harbour Bridge 	<p>Minimum 4 months from first approach to Council to proposed start date</p> <p>6 months for the main highway through a country town or</p> <p>3 months for vehicle races</p>	<p>Charges apply where: % is deemed specifically for the length of the event and not for the benefit of the public at large</p>	<p>As described in Council's Special Events Policy</p> <p>Asset rentals: refer to Council</p>	<p>Marginal costs apply where services are provided along the route of the event in the community.</p> <p>RMS/TMC provides Asset rentals: refer to RMS/TMC.</p>
2	<p>A Class 2 Event:</p> <ul style="list-style-type: none"> Impacts local traffic and transport systems but does not disrupt the non-event community in the area around the event but not over a wide area Requires the involvement of Police and Local Council Requires a detailed Transport Management Plan Requires advertising the event's traffic aspects to the local community 	<p>A Class 2 event may:</p> <ul style="list-style-type: none"> be conducted on road or in its own venue involve taxis and authorities when using facilities managed by them involve the NSW, Victoria, Queensland and South Australia Police involve the Light Rail, Ferries and Point to Point Transport involve private bus and coach organisations involve the road transport industry require RMS/TMC to provide Special Event Clearways require the RMS to adjust traffic signals require RMS/TMC to manage Variable Message Signs depending on the nature of the event, involve the Police "User Pay" policy. 	<p>For example:</p> <ul style="list-style-type: none"> an event that affects a principal transport route in Sydney or the Blue Mountains reduces capacity of the main highway through a country town or a bicycle race that involves the Sydney Harbour Bridge 	<p>Minimum 1 month</p> <p>3 months for vehicle races</p>	<p>Charges apply where: % is deemed specifically for the length of the event and not for the benefit of the public at large</p>	<p>As described in Council's Special Events Policy</p> <p>Asset rentals: refer to Council</p>	<p>Marginal costs apply where services are provided along the route of the event in the community.</p> <p>RMS/TMC provides Asset rentals: refer to RMS/TMC.</p>
3	<p>A Class 3 Event:</p> <ul style="list-style-type: none"> Does not impact local or major traffic & transport systems disrupts the non-event community in the immediate area only Requires Local Council and Police consent is conducted on street in a very low traffic area such as a dead-end or cul-de-sac requires Police agreement that event qualifies as Class 3 is never used by vehicle races 	<p>A Class 3 event - depending on Local Council policy may:</p> <ul style="list-style-type: none"> be conducted on road or in its own venue involve taxis and authorities when using facilities managed by them involve the NSW, Victoria, Queensland and South Australia Police involve the Light Rail, Ferries and Point to Point Transport involve private bus and coach organisations involve the road transport industry require RMS/TMC to provide Special Event Clearways require the RMS to adjust traffic signals require RMS/TMC to manage Variable Message Signs depending on the nature of the event, involve the Police "User Pay" policy. 	<p>For example:</p> <ul style="list-style-type: none"> an event that affects a principal transport route in Sydney or the Blue Mountains reduces capacity of the main highway through a country town or a bicycle race that involves the Sydney Harbour Bridge 	<p>Minimum 6 weeks</p>	<p>Charges apply where: % is deemed specifically for the length of the event and not for the benefit of the public at large</p>	<p>As described in Council's Special Events Policy</p> <p>Asset rentals: refer to Council</p>	<p>Marginal costs apply where services are provided along the route of the event in the community.</p> <p>RMS/TMC provides Asset rentals: refer to RMS/TMC.</p>
4	<p>A Class 4 Event:</p> <ul style="list-style-type: none"> is intended for small or street events and is within the capacity of the Police to manage on their own is not a protest or demonstration is always on a street event does not require RMS/TMC or Council consent does not require advertising the event's traffic aspects to the community does not require a Transport Management Plan does not require the involvement of other Government agencies 	<p>A Class 4 event may:</p> <ul style="list-style-type: none"> be conducted on classified or unclassified roads cause zero to considerable disruption to the non-event community cross Local Area Commands (LACs) cross Local Government Areas (LGAs) require Council or RMS/TMC to assist when requested by Police depending on the nature of the event, involve the Police "User Pay" policy 	<p>For example:</p> <ul style="list-style-type: none"> a small ANZAC Day march in a country town a small parade conducted under Police escort 	<p>Minimum 1 month</p>	<p>Charges apply where: % is deemed specifically for the length of the event and not for the benefit of the public at large</p>	<p>As described in Council's Special Events Policy</p> <p>Asset rentals: refer to Council</p>	<p>Marginal costs apply where services are provided along the route of the event in the community.</p> <p>RMS/TMC provides Asset rentals: refer to RMS/TMC.</p>

Returns to: Table of Contents

Event Class	Transport Management Plan	Risk Management Plans (Traffic Control) under OHS&S Act 2000	Adversive Transport Management Arrangements	Liability Insurance	Special Event Clearance - Heavy Vehicle Detour	Public Transport	Emergency Vehicle & Local Access	Parking	Contingency Planning
1	TMP model recommended	Traffic control layouts drawn up by a qualified person and installed under the guidance of a qualified person (recommended) Need to consider access for disabled persons	28 days for all events that require regulation of traffic or where special event clear ways in operation Not required where there is no regulation of traffic	Required with Council, TMC & Police (if police user Pays in force) policy user Pays in force) RAS about Certificate of currency required	RAS arranges if required RAS provides quote	Promote where practicable	Required. Refer to TMP	May be required Need to consider parking for disabled persons	Recommended
2	TMP model recommended	Traffic control layouts drawn up by a qualified person and installed under the guidance of a qualified person (recommended) Need to consider access for disabled persons	28 days for all events that require regulation of traffic or where special event clear ways in operation Not required where there is no regulation of traffic	Required with Council & Police if police user Pays in force) named on policy Certificate of currency required		Promote where practicable	Required. Refer to TMP	May be required Need to consider parking for disabled persons	Recommended
3	TMP model recommended	Traffic control layouts drawn up by a qualified person and installed under the guidance of a qualified person (recommended) Need to consider access for disabled persons	28 days for all events that require regulation of traffic or where special event clear ways in operation Not required where there is no regulation of traffic	Required with Council & Police if police user Pays in force) named on policy Certificate of currency required			Required. Refer to TMP		
4				Required with Council & Police if police user Pays in force) named on policy Certificate of currency required			Required. Refer to TMP		

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Schedule 1 Form – Notice of Intention to Hold a Public Assembly

Taken from NSW Police website:

https://www.police.nsw.gov.au/data/assets/pdf_file/0007/275560/Notice_of_Intention_to_Hold_a_Public_Assembly.pdf

Summary Offences Act 1988

To the Commissioner of Police

I,
Name
of
Address
on behalf of
Organisation
notify the Commissioner of Police that on the
Day
of
Month/Year

it is intended to hold:

either:

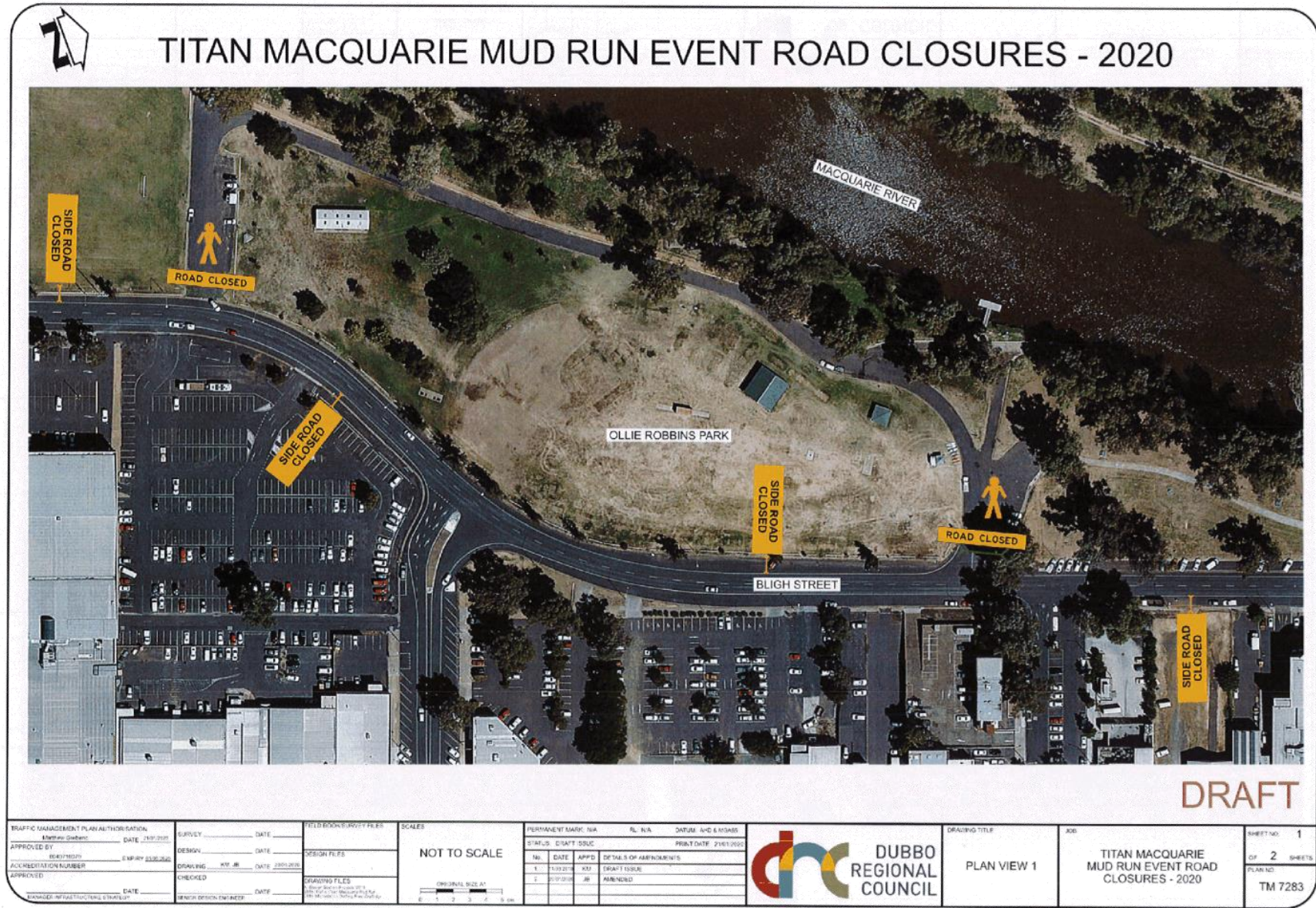
(a) a public assembly, not being a procession, of approximately
persons which will assemble
Number
at
Place
at approximate am/pm
Time
and disperse at approximately am/pm
Time

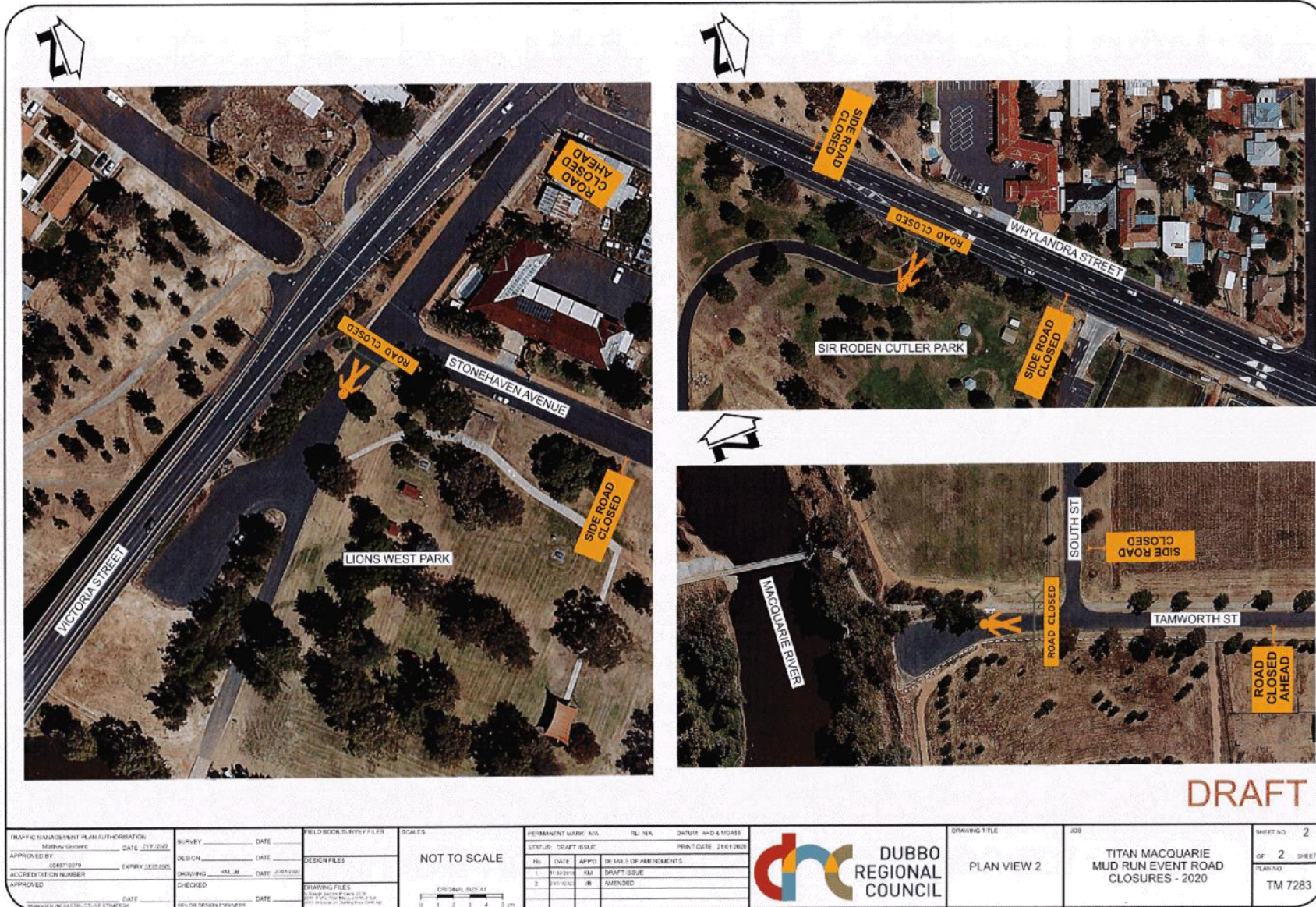
or

(b) a public assembly, being a procession of approximately
Number
persons which will assemble at
Place
at approximately am/pm
Time
and at approximately am/pm the procession will
commence and shall proceed

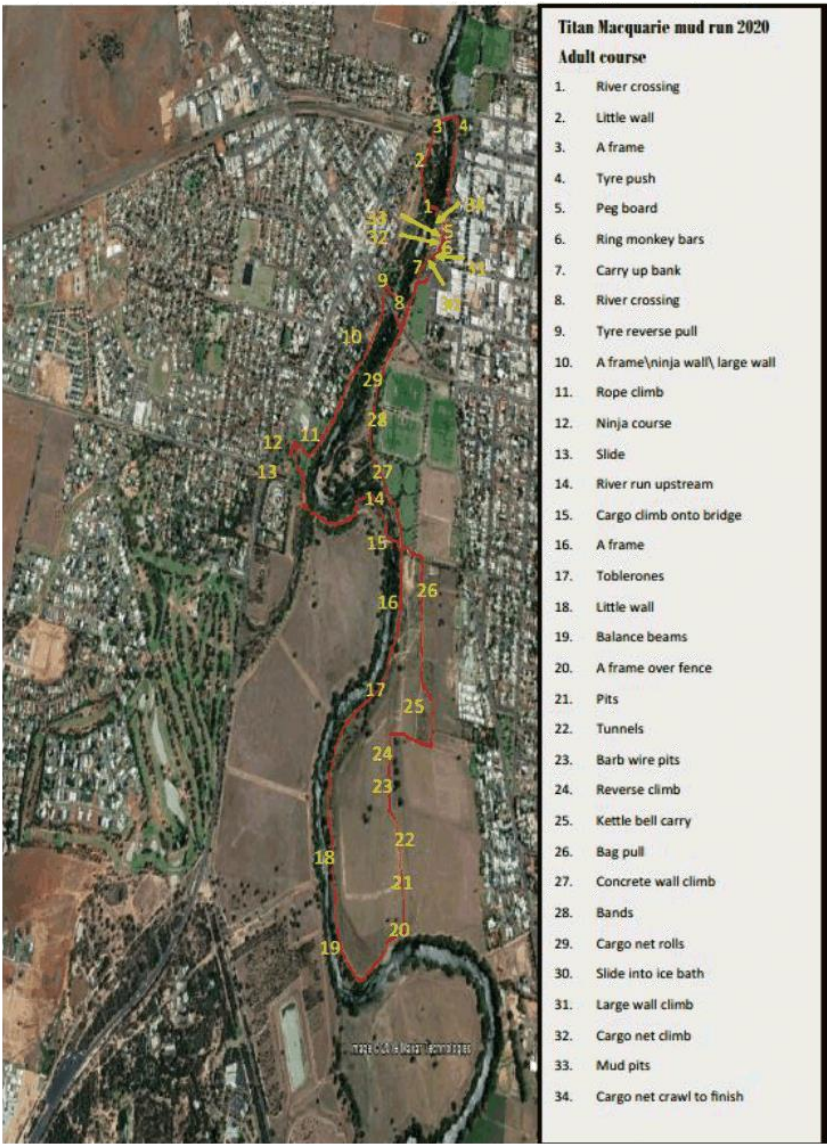
Specify route, any stopping places and the approximate duration of any stop, and the approximate time of termination. A diagram may be attached.

- 2 The purpose of the proposed assembly is.....
.....
.....
State purpose
- 3 The following special characteristics associated with the assembly would be useful for the Commissioner of Police to be aware of in regulating the flow of traffic or in regulating the assembly:
- * (i) There will be(number) of vehicles and/or* floats involved and their type and dimensions are as follows:
.....
.....
 - * (ii) There will be(number) of bands, musicians, entertainers etc entertaining or addressing the assembly
 - * (iii) The following number and type of animals will be involved in the assembly
.....
.....
 - * (iv) Other special characteristics of the proposed assembly are as follows:
.....
.....
- 4 I take responsibility for organising and conducting the proposed public assembly.
- 5 Notices for the purposes of the *Summary Offences Act 1988* may be served on me at the following:
- Address:
.....
..... Post Code.....
- Telephone:
- Signed:
- Capacity/Title
- Date:
- Delete as applicable





TRAFFIC MANAGEMENT PLAN AUTHORIZATION Approved by: <u>Matthew Gortwick</u> DATE: <u>21/11/2020</u> ACCREDITATION NUMBER: <u>20487-2019</u> EXPIRY DATE: <u>30/06/2025</u> APPROVED: _____ DATE: _____ <small>MANAGED BY: GSE/STR, CT, OR STRATS/ST</small>		SURVEY: _____ DATE: _____ DESIGN: _____ DATE: _____ DRAWING: <u>TM_ILC</u> DATE: <u>20/11/2020</u> CHECKED: _____ DATE: _____ <small>REVISION ENGINEER</small>		FIELD BOOK/SURVEY FILES DESIGN FILES DRAWING FILES <small>© 2020 Dubbo Regional Council. All Rights Reserved. No part of this publication may be reproduced without the prior written permission of Dubbo Regional Council.</small>		PERMANENT MARK: N/A T/L: N/A DATUM: AHD & MGD85 STATUS: DRAFT ISSUE PRINT DATE: 21/11/2020 NO. DATE APPY. DETAILS OF AMENDMENTS 1 21/11/2020 JMS DRAFT ISSUE 2 23/11/2020 JB AMENDED		DUBBO REGIONAL COUNCIL PLAN VIEW 2		JOB: TITAN MACQUARIE MUD RUN EVENT ROAD CLOSURES - 2020 SHEET NO. 2 OF 2 SHEETS PLAN NO. TM 7283	
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Risk register (part one)

- Complete a row per risk. Then, in the separate *Risk Treatment Register*, summarise the action you'll take.
- Add more rows if you need to (Main menu bar > Table > Insert > Rows Below).
- Important:** Use the risk assessment table on business.vic.gov.au (on the *Assessing Individual Risks* page) to work out the level of risk.

Date first completed: 20/1/2014	Compiled by: Megan Dixon Seed Business Solutions
Date reviewed: 16/01/2020	Reviewed by: Cameron Coggan

Reference ID	Describe the risk	Rate the likelihood	Rate the consequence	= Resulting level of risk	Describe how adequate current controls are	Give it a risk priority
Eg. risk # 1	What can happen? How can it happen? When can it happen?	<ul style="list-style-type: none"> - Very Likely - Likely - Unlikely - Very unlikely 	<ul style="list-style-type: none"> - Major - Serious - Minor - Insignificant 	<ul style="list-style-type: none"> - Low - Medium - High - Major 	<ul style="list-style-type: none"> - Over adequate - Adequate - Inadequate - Non-existent 	<ul style="list-style-type: none"> A - Must B - Should C - Could
#1 Personal injury - competitors	Competitors injury themselves while on course. Most likely injuries include scratches, sprains and muscle injuries. Competitors could be exposed to food poisoning after the event, at one of the vendor stalls. Injury may be due to obstacle failure.	Likely	Minor	Low	Adequate	A



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#2 Serious personal injury	Risk of serious injury (an injury requiring hospital admission), which may include heart attack, broken limb	Unlikely	Serious	High	Adequate	A
#3 Heat Stress	Participant experiences heat stress and or dehydration	Unlikely	Minor	Low	Adequate	C
#4 Drowning	Event includes 2 river crossings. Participant could be at risk of drowning if they are not strong swimmers or do not use the aids in the water. Drowning risk may increase if water flows are strong (river has controlled release from Burrendong dam)	Unlikely	Serious	Medium	Adequate	C
#5 Animal bites and/or stings	The event is being conducted in a rural area. There is a risk of participants being exposed to animals and wildlife, including snakes	Unlikely	Serious	Medium	Adequate	C
#6 Contact with poisonous plants	The event is being conducted in a rural area. There is a risk of participants being exposed to poisonous plants	Unlikely	Serious	Medium	Adequate	C



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<p>#7 Participant conflict</p>	<p>A participant may become angry at another participant, which may result in physical harm. A participant may be pushed by another participant causing the second participant to sustain an injury A participant may get drunk at the “after party” and behave inappropriately towards other competitors</p>	<p>Unlikely</p>	<p>Minor</p>	<p>Low</p>	<p>Adequate</p>	<p>C</p>
<p>#8 Participant injured due to contact with a vehicle</p>	<p>Participant may sustain an injury from a vehicle movement</p>	<p>Unlikely</p>	<p>Serious</p>	<p>Medium</p>	<p>Adequate</p>	<p>C</p>
<p>#9 Participants participate even though they have a health risk</p>	<p>Participants are suffering from an existing condition such as pregnancy, disability, or have recently suffered an injury or illness which puts them at risk</p>	<p>Unlikely</p>	<p>Serious</p>	<p>Medium</p>	<p>Adequate</p>	<p>C</p>



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#10 Participant refuses medical treatment	Participant refuses medical assistance from on-course first aiders	Unlikely	Serious	Medium	Adequate	C
#11 Theft	Property of participants is stolen or damaged before, during and after the event.	Likely	Minor	Low	Adequate	C
#12 Personal information is leaked from the event	Participants are required to register on-line and provide personal information about themselves as well as credit card details. That information could be accessed and used and by someone unauthorised.	Unlikely	Minor	Low	Inadequate	B
#13 Event is cancelled	The event could be cancelled due to natural or man-made emergencies; unreasonable weather conditions, natural disaster; etc	Unlikely	Minor	Low	Adequate	C



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<p>#14 Reputation of the event is damaged</p>	<p>The reputation of the event could be damaged for the following reasons: 1. cancellation of the event 2. serious injury 3. poor organisation 4. closure of several obstacles 5. disorganised processes on the day Loss of sponsorship dollars/breach of sponsorship agreement</p>	<p>Unlikely</p>	<p>Minor</p>	<p>Low</p>	<p>Adequate</p>	<p>C</p>
<p>#15 Publication of participant photos</p>	<p>Photos of participants are published without consent</p>	<p>Unlikely</p>	<p>Minor</p>	<p>Low</p>	<p>Adequate</p>	<p>C</p>
<p># 16 Financial Loss</p>	<p>The event is run as volunteer event with all funds going towards running the event (set up fees) and surplus funds being distributed to charity. Financial loss could occur because of the following reasons: - blow out in expenses to run the event - not enough participant registrations - money not kept adequately secure - not enough sponsorship dollars rased</p>	<p>Unlikely</p>	<p>Moderate</p>	<p>Low</p>	<p>Adequate</p>	<p>C</p>



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#17 Rubbish Disposal	Issue: Rubbish disposal Hazards: Injury to patrons if trip over waste/potential injury if rubbish thrown as 'missiles' by unruly patrons/back injury by disposal contractor if too heavy or awkward to manoeuvre	Likely	Minor	Low	Adequate	C
#17 Personal injury - volunteers	Volunteers injury themselves during set up and pack up - Most likely injuries to come from manual handling equipment.	Likely	Minor	Low	Adequate	A



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Risk treatment register (part two)

- ✎ Use one row per risk. Work your way across, left to right.
- ✎ Add more rows if you need to (Main menu bar > Table > Insert > Rows Below).
- ✎ This summary is based on your analysis of each risk in the *Risk Register (stage one)*.

Date first completed: 20/1/2014	Compiled by: Seed Business Solutions
Date reviewed: 16/01/2018	Reviewed by: Cameron Coggan

Risk in priority order from the risk register	Possible treatment options - Available options - More research needed to create new options?	Preferred options	Choose what to do: A = accept option/s R = reject option/s	Who will implement option/s	By when?	Who will monitor this risk and its treatment?	Further action
<p>Risk # 1: Priority B No power for more than a day</p> <p>This is an example: you can delete it after reading it or leave for reference</p>	<ol style="list-style-type: none"> 1. Fix generator 2. Buy second generator 3. Investigate better insurance 4. Research exactly how long food keeps for in fridges and freezers without power 5. Simply shut down to cut losses and claim on insurance 6. Set up an agreement with another store 7. Improve fridge insulation 	<ol style="list-style-type: none"> 1. 3. 4. 6. 	<ol style="list-style-type: none"> 1. = A 3. = A 4. = A 6. = R 	Jerry	21/12/2012	Elaine	<ul style="list-style-type: none"> - Take generator in - Contact broker - Talk to manufacturer or industry association?



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<p>#1 Personal injury</p>	<p>1. Competitors sign a waiver when registering for the event 2. Competitors are required to bring proof of identity when registering 3. Competitors will start the event in groups of 100 in 20 minute intervals to prevent overcrowding on the course. Kids races to be in 2 age groups. 4. All obstacles have will be staffed by volunteers 5. Four first aid officers will be on the course to administer first aid should the need arise 6. Vendors selling food will be asked to provide copies of insurance and registration</p>	<p>All</p>	<p>All = A</p>	<p>1,2 – Registration Manager 3. Race Director 4,5 - Volunteer Co-ordinator 6 – Finish site Manager</p>	<p>24/03/18</p>	<p>1,2 – Secretary and Treasurer 3. Race Director 4. Marshalls 5. Volunteer Co-ordinator 6 – Finish Site Manager</p>	<p>- Send email reminding participants to bring proof of identity - Make sure vendors provide copies of insurances and registration. - Roll Call for volunteers. Have extras available if somebody does not turn up</p>
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#2 Risk of serious injury	<ol style="list-style-type: none"> 1. Competitors sign a waiver when registering for the event 2. Competitors are required to bring proof of identity when registering 3. All obstacles have will be staffed by volunteers 4. Four first aid officers will be on the course to administer first aid should the need arise 5. Dubbo Rescue Squad and St Johns Ambulance will be on course during the event 	All	All =A	<ol style="list-style-type: none"> 1,2 – Registration Manager 3. Race Director 4,5 - Volunteer Co-ordinator 	24/03/18	<ol style="list-style-type: none"> 1,2 – Secretary and Treasurer 3. Race Director 4. Marshalls 5. Volunteer Co-ordinator 	<ul style="list-style-type: none"> - Send email reminding participants to bring proof of identity - Roll Call for volunteers. Have extras available if somebody does not turn up
#3 Heat Stress	<ol style="list-style-type: none"> 1. Competitors sign a waiver when registering for the event 2. There will be two water stations on course 3. All obstacles have will be staffed by volunteers 4. Four first aid officers will be on the course to administer first aid should the need arise 5. Dubbo Rescue Squad and St Johns Ambulance will be on course during the event to assist in the management of any injuries 	All	All = A	<ol style="list-style-type: none"> 1,2 – Registration Manager 3. Race Director 4,5 - Volunteer Co-ordinator 	24/03/18	<ol style="list-style-type: none"> 1,2 – Secretary and Treasurer 3. Race Director 4. Marshalls 5. Volunteer Co-ordinator 	<ul style="list-style-type: none"> - Send email reminding participants to bring proof of identity - Roll Call for volunteers. Have extras available if somebody does not turn up



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#4 Drowning	<ol style="list-style-type: none"> 1. Competitors sign a waiver when registering for the event 2. The river crossings will be assessed on the day of the event by Dubbo rescue Squad members to assess the risk level of the water flow 3. The water crossings will be staffed by volunteers in canoes on the water 4. The river crossings will include lane rope type aids that people can use to pull themselves across the river 5. Four first aid officers will be on the course to administer first aid should the need arise 6. Dubbo Rescue Squad and St Johns Ambulance will be on course during the event to assist in the management of any injuries 		All	<p>1 – Registrations Manager 2,3 Volunteer Co-ordinator 4 – Obstacle Director 5, 6 – Volunteer Co-ordinator</p>	24/03/18	<p>1 – Secretary & Treasurer 2,3,4 – Race Director 5, 6 – Race Director</p>	<ul style="list-style-type: none"> - Send email reminding participants to bring proof of identity - Roll Call for volunteers. Have extras available if somebody does not turn up
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<p>#5 Animal bites and/or stings</p>	<p>1. Course to be inspected on the day prior to the event 2. Competitors sign a waiver when registering for the event 3. Four first aid officers will be on the course to administer first aid should the need arise 4. Dubbo Rescue Squad and St Johns Ambulance will be on course during the event to assist in the management of any injuries</p>		<p>All</p>	<p>1 – Marshalls 2 – Registrations Manager 3, 4 – Volunteer Co-ordinator</p>	<p>24/03/18</p>	<p>1 – Race Director 2, Secretary 3 – Marshalls 4. Volunteer Co-ordinator</p>	<p>- Send email reminding participants to bring proof of identity - Roll Call for volunteers. Have extras available if somebody does not turn up</p>
<p>#6 Contact with poisonous plants</p>	<p>1. Course to be inspected on the day prior to the event 2. Competitors sign a waiver when registering for the event 3. Four first aid officers will be on the course to administer first aid should the need arise 4. Dubbo Rescue Squad and St Johns Ambulance will be on course during the event to assist in the management of any injuries</p>		<p>All</p>	<p>1 – Marshalls 2 – Registrations Manager 3, 4 – Volunteer Co-ordinator</p>	<p>24/03/18</p>	<p>1 – Race Director 2, Secretary 3 – Marshalls 4. Volunteer Co-ordinator</p>	<p>- Send email reminding participants to bring proof of identity - Roll Call for volunteers. Have extras available if somebody does not turn up</p>



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<p>#7 Participant conflict</p>	<p>1. Competitors sign a waiver when registering for the event 2. All obstacles have will be staffed by volunteers 3. Four first aid officers will be on the course to administer first aid should the need arise 4. Dubbo Rescue Squad and St Johns Ambulance will be on course during the event to assist in the management of any injuries 5. Bar to be staffed by qualified RSA staff 6. Security guards organised for end of event drinks</p>		<p>All</p>	<p>1 – Registrations Manager 2,3,4 – Volunteer Co-ordinator 5,6 – Finish Site Manager</p>	<p>24/03/18</p>	<p>1 – Secretary 2 – Marshalls 3,4 – Volunteer Co-ordinator 5,6, - Finish Site Manager</p>	<p>Send email reminding participants to bring proof of identity - Roll Call for volunteers. Have extras available if somebody does not turn up</p>
<p>#8 Participant injured due to contact with a vehicle</p>	<p>1. Traffic management plan put in place with Council, which includes limited movement of vehicles on the course and designated event parking zones 2. Competitors sign a waiver when registering for the event 3. Four first aid officers will be on the course to administer first aid should the need arise 4. Dubbo Rescue Squad and St Johns Ambulance will be on course during the event to assist in the management of any injuries</p>		<p>All</p>	<p>1 – Dubbo City Council 2 – Registration officer 3,4 – Volunteer Co-ordinator</p>	<p>24/03/18</p>	<p>1 – Race Director 2 – Secretary 3,4 – Volunteer Co-Ordinator</p>	<p>Send email reminding participants to bring proof of identity - Roll Call for volunteers. Have extras available if somebody does not turn up</p>



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<p>#9 Participants participate even though they have a health risk</p>	<p>1. Competitors sign a waiver when registering for the event 2. Four first aid officers will be on the course to administer first aid should the need arise 3. Dubbo Rescue Squad and St Johns Ambulance will be on course during the event to assist in the management of any injuries</p>		<p>All</p>	<p>1 – Registrations Manager 2,3 – Volunteer Co-ordinator</p>	<p>24/03/18</p>	<p>1 – Secretary 2,3 – Volunteer Co-ordinator</p>	<p>Send email reminding participants to bring proof of identity - Roll Call for volunteers. Have extras available if somebody does not turn up</p>
<p>#10 Participant refuses medical treatment</p>	<p>1. Competitors sign a waiver when registering for the event which includes their acceptance to receive first aid and medical if deemed advisable.</p>		<p>All</p>	<p>1 – Registrations Manager</p>	<p>24/03/18</p>	<p>Secretary & Treasurer</p>	<p>Send email reminding participants to bring proof of identity - Roll Call for volunteers. Have extras available if somebody does not turn up</p>



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#11 Theft	<ol style="list-style-type: none"> 1. Competitors sign a waiver when registering for the event 2. Baggage will be checked into a baggage area 3. Baggage area to be supervised 		All	1,2,3 – Registrations Manager	24/03/18	Secretary & Treasurer	<p>Send email reminding participants to bring proof of identity</p> <p>- Roll Call for volunteers. Have extras available if somebody does not turn up</p>
#12 Personal information is leaked from the event	<ol style="list-style-type: none"> 1. Event website is secure 2. Payment facility is secure 3. Committee briefed to understand confidentiality of information 		All	1,2, 3– Secretary	01/10/15	1,2,3 - Chairman	
#13 Event is cancelled	<ol style="list-style-type: none"> 1. Competitors sign a waiver when registering for the event 2. Procedure developed for committee that specifies when, why and how the event would be cancelled 		All	<p>1 – Registration Manager</p> <p>2 - Secretary</p>	24/03/18	<p>1 – Secretary & Treasurer</p> <p>2 - Chairman</p>	Send email reminding participants to bring proof of identity



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<p>#14 Reputation of the event is damaged</p>	<p>1. Competitors sign a waiver when registering for the event 2. Committee have marketing/pr role to assist in managing PR around an incident 3. Incident reporting form have been put in place to record any incidents, which will assist in issues management</p>		<p>All</p>	<p>1 – Registrations Manager 2 – Chairman 3 – Secretary</p>	<p>24/03/18</p>	<p>1 – Secretary & Treasurer 2 – Chairman 3 – Race Director</p>	
<p>#15 Publication of participant photos</p>	<p>1. Competitors sign a waiver when registering for the event</p>		<p>All</p>	<p>Registrations Manager</p>	<p>24/03/18</p>	<p>Secretary & Treasurer</p>	
<p># 16 Financial Loss</p>	<p>1. Event budget has been prepared with breakeven points identified. 2. Budget is updated at each committee meeting 3. Cost controls put in place, requiring two committee members to sign off on payments. 4. Sponsorship secured to assist in underwriting event 5. Procedure put in place for managing cash receipts on the day of the event, by the Treasurer</p>		<p>All</p>	<p>1,2,3 – Treasurer 4 – Sponsorship Co-ordinator 5 - Treasurer</p>	<p>24/03/18</p>	<p>All - Chairman</p>	



23rd March 2020

#17 Rubbish Disposal	1. Bins provided around the event at certain check points 2. Bins at after party to be enclosed and be separate for general waste and recycling 3. Bins will be on wheels so easy to handle		All	Marshalls	24/03/18	Race Director	
#17 Personal injury - volunteers	1. Volunteers to be briefed on manual handling at set up meeting 2. First aid officer will be on the course to administer first aid should the need arise 3. Lifting aids to be used where appropriate		All	Race Director	24/03/18	Race Director	

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REPORT: 2020 Man from Ironbark Festival - Road Closure Request at Molong Street, Stuart Town

AUTHOR: Senior Traffic Engineer
REPORT DATE: 3 February 2020
TRIM REFERENCE: ID20/62

EXECUTIVE SUMMARY

The Stuart Town Action Group Inc have submitted an application to hold the annual 2020 Man from Ironbark Festival on 11 April 2020. The Festival is held within Molong Street, between Alexander Street and Bell Street and the adjoining sport and recreation area. Approval is requested for a temporary road closure of Molong Street from 6.00 am to 6.00 pm. Molong Street is a local street with the detour provided around the closure via Alexander Street (partly the Burrendong Way) and Bell Street. There is no considered traffic impact on the Burrendong Way, as the road network can accommodate the traffic movements through and within the village.

The application, supporting documentation and Traffic Control Plan TM 7174 are attached (**Appendix 1 and 2**). The Man from Iron Bark Festival has been successfully held in previous years with no traffic and road safety issues raised that has required any remedial action. Transport for NSW consent for the detour along the Burrendong Way is required.

It is recommended that approval be granted for the Stuart Town Action Group Inc to implement a temporary road closure of Molong Street for the 2020 Man from Ironbark Festival in accordance with the Traffic Management Plan and conditions of approval as imposed by the NSW Police, Council and Transport for NSW (formerly Roads and Maritime Services).

FINANCIAL IMPLICATIONS

There are no financial implications arising from this report.

POLICY IMPLICATIONS

There are no policy implications arising from this report.

RECOMMENDATION TO THE LOCAL TRAFFIC COMMITTEE

That Council approval be granted for a temporary road closure of Molong Street, between Alexander Street and Bell Street, on 11 April 2020 for the 2020 Man from Ironbark Festival between 6.00 am to 6.00 pm, subject to the following:

- a. Consent is required from Transport for NSW for the event to utilise part of the Burrendong Way between Molong and Bell streets as a detour with advice provided to Council. In the event that consent is not granted, the applicant is to advise Council if the event will proceed with a re-design that excludes the use of Burrendong Way.
- b. The submission of an Event and Traffic Management Plan and Traffic Control Plan to Council for approval in accordance with Australian Standard 1742.3, and the Transport for NSW Guide to Traffic Control at Worksites prepared by an accredited person.
- c. Traffic controllers and/or trained course marshals are to be provided at all road closure points, and other locations as identified in the Event and Traffic Management Plan with restricted access only to emergency and authorised vehicles. All traffic controllers are to be specially authorised for the event with current Transport for NSW certification.
- d. Council's Executive Manager Governance and Internal Control must sight a copy the current Public Liability Insurance Policy for a minimum amount of \$20 million on which Dubbo Regional Council, Transport for NSW and the NSW Police is specifically noted to be indemnified against any action resulting from the event.
- e. The applicant is responsible for the provision of all traffic control required for the event in accordance with the Traffic Control Plan.
- f. The applicant is responsible for all costs associated with the placement of a public notification, a minimum of two weeks prior to the event, and advice to the residents within the closed roads advising of the 2020 Man from Ironbark Festival and the road closure of Molong Street, Stuart Town.
- g. All traffic advisory signs shall be placed in accordance with the approved Traffic Control Plan and the Event and Traffic Management Plan.
- h. The NSW Police's consent and conditions for the running of the event as considered necessary.
- i. The applicant is to provide Council with a signed and dated copy of the Event and Traffic Management Plan.
- j. The applicant is to submit to Council all the appropriate documentation required, accepting the above terms and conditions before final approval will be granted.
- k. All costs associated with implementing these event conditions are to be met by the event organiser.

LOCAL TRAFFIC COMMITTEE CONSIDERATION

This matter was considered by the Local Traffic Committee at its meeting held on Monday, 3 February 2020. The Committee had unanimous support in the adoption of the recommendation.

RECOMMENDATION

That Council approval be granted for a temporary road closure of Molong Street, between Alexander Street and Bell Street, on 11 April 2020 for the 2020 Man from Ironbark Festival between 6.00 am to 6.00 pm, subject to the following:

- a. Consent is required from Transport for NSW for the event to utilise part of the Burrendong Way between Molong and Bell streets as a detour with advice provided to Council. In the event that consent is not granted, the applicant is to advise Council if the event will proceed with a re-design that excludes the use of Burrendong Way.
- b. The submission of an Event and Traffic Management Plan and Traffic Control Plan to Council for approval in accordance with Australian Standard 1742.3, and the Transport for NSW Guide to Traffic Control at Worksites prepared by an accredited person.
- c. The applicant is to provide details on parking arrangements around the intersections of Burrendong Way and Molong and Alexander Streets to ensure that on street parking does not impact on the safe intersection sight distance requirements.
- d. Traffic controllers and/or trained course marshals are to be provided at all road closure points, and other locations as identified in the Event and Traffic Management Plan with restricted access only to emergency and authorised vehicles. All traffic controllers are to be specially authorised for the event with current Transport for NSW certification.
- e. Council's Executive Manager Governance and Internal Control must sight a copy the current Public Liability Insurance Policy for a minimum amount of \$20 million on which Dubbo Regional Council, Transport for NSW and the NSW Police is specifically noted to be indemnified against any action resulting from the event.
- f. The applicant is responsible for the provision of all traffic control required for the event in accordance with the Traffic Control Plan.
- g. The applicant is responsible for all costs associated with the placement of a public notification, a minimum of two weeks prior to the event, and advice to the residents within the closed roads advising of the 2020 Man from Ironbark Festival and the road closure of Molong Street, Stuart Town.
- h. All traffic advisory signs shall be placed in accordance with the approved Traffic Control Plan and the Event and Traffic Management Plan.
- i. The NSW Police's consent and conditions for the running of the event as considered necessary.
- j. The applicant is to provide Council with a signed and dated copy of the Event and Traffic Management Plan.
- k. The applicant is to submit to Council all the appropriate documentation required, accepting the above terms and conditions before final approval will be granted.
- l. All costs associated with implementing these event conditions are to be met by the event organiser.

Dennis Valentine
Senior Traffic Engineer

REPORT

Council has received an Event Application (**Appendix 2**) from the Stuart Town Action Group Inc requesting a temporary road closure of Molong Street, Stuart Town between Alexander Street (Burrendong Way) and Bell Street to facilitate the running of the 2020 Man from Ironbark Festival on Saturday 11 April 2020.

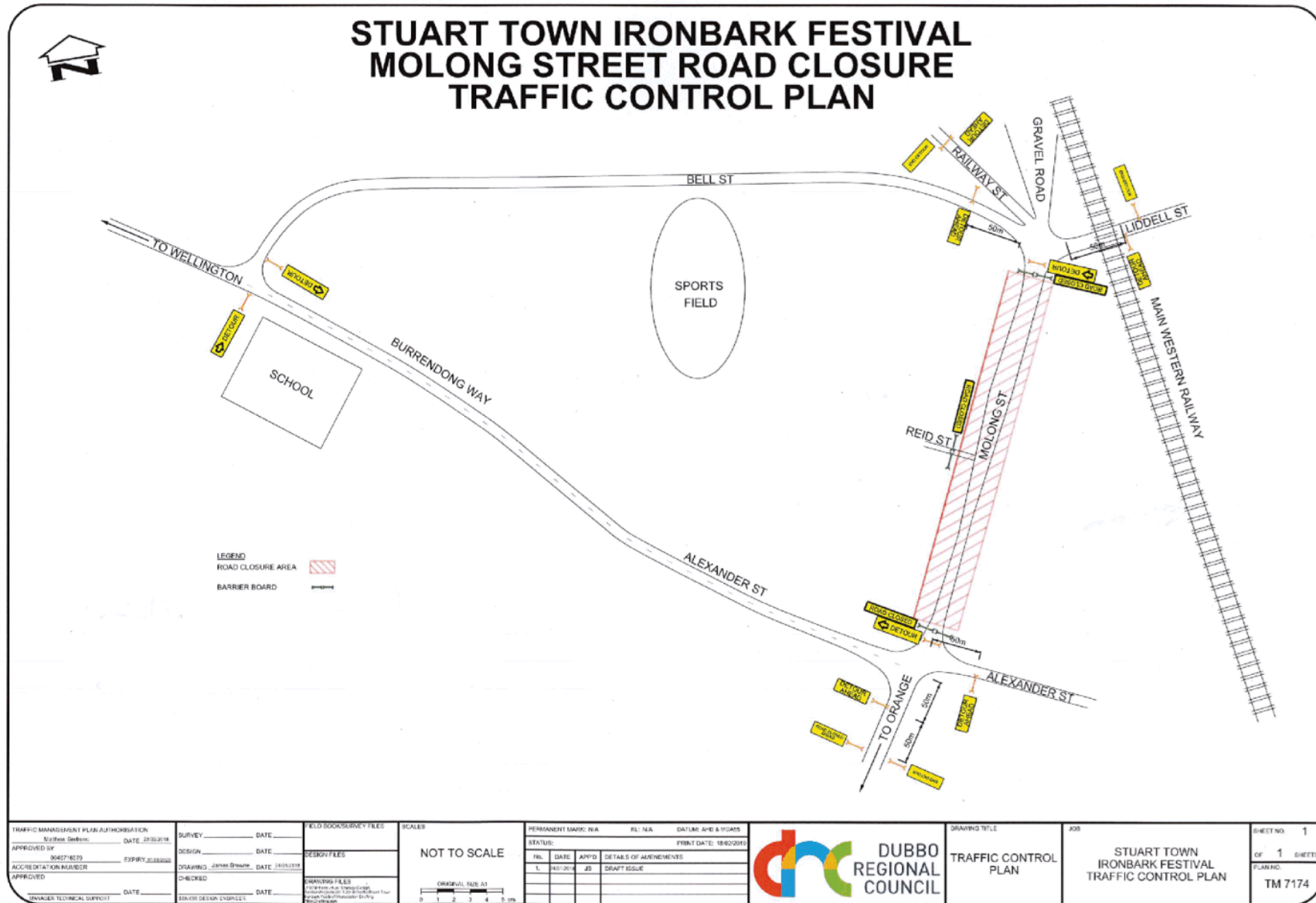
The road closure will operate between 6.00 am to 6.00 pm with the Festival commencing at 9.00 am and concluding at 5.00 pm. The temporary road closure of Molong Street will require a detour utilising the Burrendong Way, a regional road that will require the consent of Transport for NSW (formerly Roads and Maritime Services).

The Festival's activities will operate within Molong Street and the adjacent sport and recreation area, with the detour implemented in accordance with the approved Traffic Management Plan and Traffic Control Plan (**Appendix 1**). Burrendong Way is not a heavily trafficked road and can be easily accommodated with the detour around the closure. The Man from Ironbark Festival has been running for several years and has a successful history.

It is recommended that approval be granted for the Stuart Town Action Group Inc to undertake the 2020 Man from Ironbark Festival on Saturday 11 April 2020, as conditioned by Council and the NSW Police subject to Transport for NSW formal consent of the detour along the Burrendong Way and conditions as applied.

Appendices:

- [1](#) Draft Traffic Control Plan - Stuart Town Ironbark Festival
- [2](#) 2020 Man from Ironbark Festival - Application Form
- [3](#) 2020 Man from Ironbark Festival - Site Plan



EVENT APPLICATION FORM



This Event Application Form is required if you are staging your event on (or in part) on a Council road, footpath, reserve or park. This form does not require completion if the event is being held within a designated event venue.

If you are planning to have an event on privately owned/operated land, please contact Council's Duty Planner on 6801 4000 to enquire regarding appropriate land use consents required.

All annual events being staged on (or in part) on a Council road, footpath, reserve or park are required to submit an Event Application Form, regardless if the event is held annually.

If you want to book a Council reserve, park or garden, please complete a separate booking form which is available at <https://www.dubbo.nsw.gov.au/Community-and-Groups/Sport-and-Leisure/parks-playgrounds> and submit it together with this application form.

Before completing this form please refer to Council's Event Starter Guide.

Applications should be submitted between twelve (12) and six (6) months in advance.

Trim Reference
Office Use Only
18/637
ED

SECTION 1: DETAILS OF THE EVENT	
Owner of event	Stuart Town Action Group Inc.
Name of event	The Man From Ironbark Festival
Location of event	Stuart Town
Time of Event	From: 8.30am To: 5pm
Date of event	April 11th 2020
Bump in date/s	
Bump out date/s	
Estimated attendance	
LGA residents	4000
Day trippers (outside LGA)	500
Overnight visitors	500
Why are you organising this event	For the entertainment of locals and visitors and to raise money for the Action Group
How many years has the event been held	Eight years
Applicant's contact details	
Name	Ben Penhall
Mobile	0418669867
Email address	penhallb@bigpond.com
Event Owner's details	
Mobile	0418669867
Email address	penhallb@bigpond.com
Postal address	520 Quirks Loop Stuart Town NSW 2820
Please submit to: council@dubbo.nsw.gov.au or PO Box 81, Dubbo NSW 2830 Deliver: Civic Administration Building, Church Street, Dubbo	



EVENT APPLICATION FORM



SECTION 2: OBLIGATIONS OF EVENT OWNERS			
Part 1	Element		
A	Have you tentatively booked the location?		No
B	I have attached a Certificate of Currency for \$20M Public Liability		No
	Date of expiry _____ If the Certificate of Currency does not cover the date of your event, your application will be processed conditional to Council receiving the Certificate of Currency no less than six months prior to the event. Notations As this is a newly formed group, we have budgeted to take insurance from Janu		
Part 2	Element	Event Starter Guide Reference	
A	Will the event be serving or supplying food?	Yes <input type="checkbox"/>	2.6
B	Will alcohol be served or supplied?	No	5.2
C	Do you wish to use (or in part) Council roads or footpaths? Will pedestrian or vehicle traffic overspill to roads or footpaths? If yes, you are required to complete Application – Special Event - Do not submit this application without attaching the Application – Special Event form	Yes <input type="checkbox"/>	4.4
D	If you require a Traffic Control Plan developed or assessed, Council will assist based on a fee-for-service charge. Council can also provide resources to assist you to enact the Plan. This is also based on a fee-for-service. Yes, I would like Council to provide a quote. I understand that Council will charge for any services provided. No, I will be engaging: Dubbo Traffic Control		
E	Will your event play amplified sound? If yes, please specify time-frame _____	Yes <input type="checkbox"/>	2.8
F	Will there be a fireworks or pyrotechnics display?	No	5.5
G	Is there plans to have a jumping castle or amusement ride at your event? (See below – Event Organisers Toolbox)	Yes <input type="checkbox"/>	5.3
H	Will there be temporary structures at your event Staging If yes, please indicate size of the stage/s _____ Marquees If yes, please indicate total area of marquee/s space _____		No No
I	How many people do you expect to attract to this event?	5000	
J	Have you determined number of toilets for the size of your event?	Yes <input type="checkbox"/>	2.11
	Have you started work on a waste management plan?	Yes <input type="checkbox"/>	2.13

Please submit to: council@dubbo.nsw.gov.au or PO Box 81, Dubbo NSW 2830
 Deliver: Civic Administration Building, Church Street, Dubbo



EVENT APPLICATION FORM



SECTION 2: OBLIGATIONS OF EVENT OWNERS	
Part 3	Event Management Plan
<p>Risk Management Plan</p> <p>A Risk Management Plan is required to be submitted with this application form.</p> <p>If a Plan is not completed, please submit a draft and approval with be granted subject to the finalisation of the Plan.</p>	<p>Please select from the options below:</p> <p><input type="checkbox"/> I have attached a draft Risk Management Plan</p> <p><input type="checkbox"/> I have attached a finalised Risk Management Plan</p>
<p>It is expected that all events held in the Local Government Area are arranged and delivered in a safe and sustainable manner.</p> <p>Council may request a copy of plans as part of its assessment of your application.</p> <p>Conditional approval may be granted subject to plans being provided to Council.</p>	<p>Please indicate which plans are in place to support your event:</p> <p><input checked="" type="checkbox"/> Running sheet including roles and responsibilities</p> <p><input checked="" type="checkbox"/> Risk Management Plan Incorporating Emergency Evacuation Procedure</p> <p><input checked="" type="checkbox"/> Accessibility Plan</p> <p><input checked="" type="checkbox"/> Waste Management Plan</p> <p><input checked="" type="checkbox"/> Traffic Control Plan (where applicable)</p>

SECTION 3: SUPPORT AND PROMOTION – DUBBO REGIONAL COUNCIL		
Part 1	Level of support	Weblink
A	<p>Event Organisers Toolbox including</p> <ul style="list-style-type: none"> - Planning templates - Guidelines Banner Installation – Dubbo LGA - Media contacts - APRA guidelines - Accessibility guidelines - Amusement device application form 	https://www.dubbo.nsw.gov.au/Community-and-Groups/Events-Community-and-Awards/support-for-your-event
B	Event Funding	https://www.dubbo.nsw.gov.au/Community-and-Groups/Grants-and-Funding/event-funding
C	Event Promotion	https://www.dubbo.nsw.gov.au/Community-and-Groups/Events-Community-and-Awards/promote-your-event
D	<p>Advice and Assistance</p> <p>Contact Council’s Marketing, Events and Partnerships team (02) 6801 4000 marketingandevents@dubbo.nsw.gov.au</p>	
F	<p>Check on the timing of your event to avoid a clash of dates:</p> <p>http://dubbo.com.au/Events/calendar</p>	

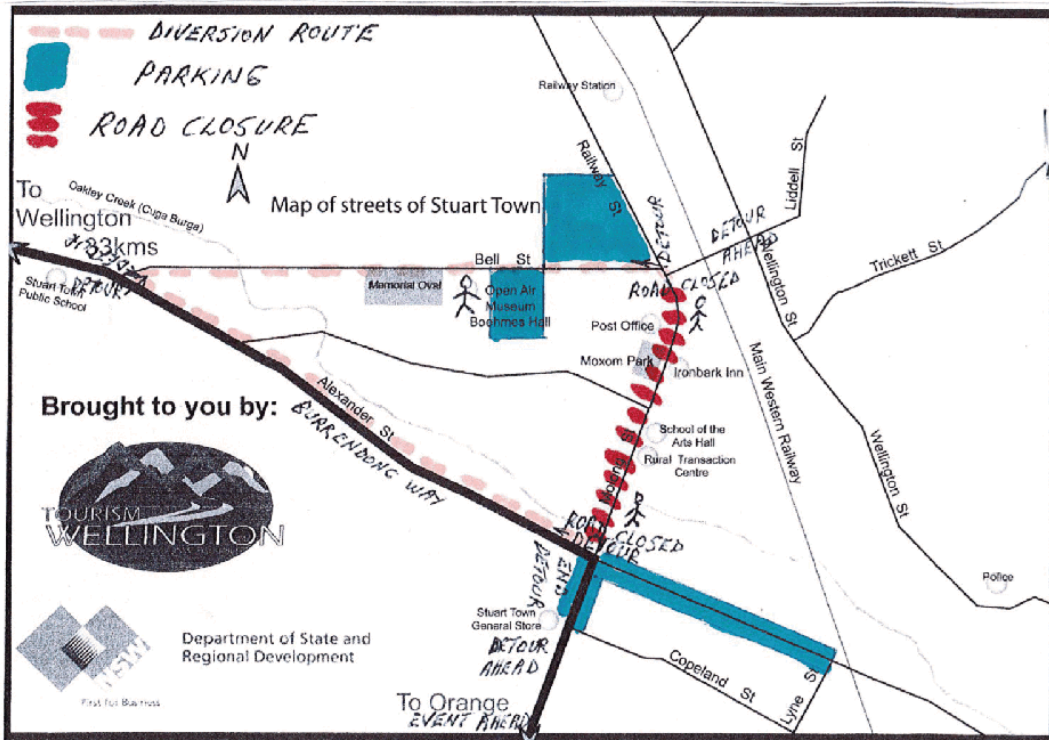
Please complete this application in reference to Council’s Event Starter Kit and submit no less than 6 months in advance of your event to council@dubbo.nsw.gov.au

Please submit to: council@dubbo.nsw.gov.au or PO Box 81, Dubbo NSW 2830
 Deliver: Civic Administration Building, Church Street, Dubbo

5. Site Plan/Diagram of Area, Use this template or your own Plan/Diagram

Things to include:

Copy of Site Plan and stall sites including parking, first aid, Co-ordinator location, evacuation plan in case of emergency - including emergency access and meeting point; any significant landmarks (river, road etc)



Comments:

EMERGENCY ASSEMBLY POINT — SCHOOL OF ARTS HALL
 FIRST AID — SCHOOL OF ARTS
 COORDINATOR — RURAL TRANS. CENTRE
 EMERGENCY ACCESS — BURRENDONG WAY INTO MOLONG ST