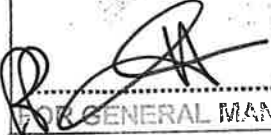




KYOGLE COUNCIL
DEVELOPMENT CONSENT
THIS IS THE PLAN ATTACHED TO
DEVELOPMENT CONSENT No: 2024/59.
DATED 30/9/2024.

GENERAL MANAGER

KYOGLE COUNCIL
SECTION 144 PERMIT AGREEMENT
'MOTOR SPORT (RALLY EVENT)
(FOR USE OF A COUNCIL ROAD RESERVE)

This agreement relates to a motor sport (rally) event and associated works that will be carried out within Council's road reserve i.e any part of a public road including the verge and footpath area.

Event Name 2024 Working Dog Rally

Applicants Name Gold Coast Tweed Motorsporting Club Inc

Applicants Address PO Box 1503
Mudgeeraba QLD 4213

Applicants Telephone No. Glenn Brinkman 0414 674 498

**AGREEMENT FOR USE OF A COUNCIL ROAD RESERVE
'MOTOR SPORT (RALLY) EVENT AND ASSOCIATED
WORKS'**

THIS AGREEMENT made the _____ day of August 2024

BETWEEN (hereinafter called the Applicant) of the one part

Gold Coast Tweed Motorsporting Club Inc.

PO Box 1503

Mudgeeraba QLD 4213

AND **KYOGLE COUNCIL** (hereinafter called the Council) of the other part.

WHEREAS

The Applicant desires to use the public road specified in the first Schedule hereto for a motorsport (rally) event to benefit the party specified in the Second Schedule hereto.

AND WHEREAS

Council has agreed to issue consent for such use the Applicant entering into this Agreement upon the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

- 1 The Council pursuant to the provision of Part 9 Division 3 Sections 138 to 143 and Part 9 Division 4 Section 144 of the Road Act 1993 hereby grants permission to the Applicant to carry out the works or erect structures as specified in Schedule Three hereto.
- 2 The Applicant agrees to:
 - a Carry out the motor sport (rally) event and associated works at the Applicant's own cost in conformity with ordinary good practice and as more particularly specified in Schedule Six hereto together with any further notices issued in writing by the Director of Assets and Infrastructure or their representative.
 - b Carry out the motor sport (rally) event and associated works as expediently as practicable and with due regard to convenience, safety and the rights of the public.
 - c
 - i That the Applicant will at all times indemnify and keep indemnified the Council from and against all actions suits proceedings losses costs damages charges claims and demands in any way arising out of or by reason of anything done or omitted to be done by the Applicant in respect of the motor sport (rally) event and associated works or use thereof or by reason of the Council having entered into

this Agreement or having approved or directed or assented to anything done or purported to be done by the Applicant under this Agreement and that in respect of any matter covered by this indemnity the Council shall be at liberty to pay satisfy defend compromise or settle any claim action or other proceedings which may be made threatened instituted commenced or prosecuted against the Council and any amount paid by the Council in accordance with this clause shall be repaid to him or it by the Applicant.

- ii To extend its Public Risk Insurance Policy to cover the Council. Policy cover of at least \$20,000,000, evidence of such policy, and its extension to cover the council is to be produced on request. Details of the current Policy are to be set out in Schedule 4.
 - d
 - i That should the Applicant fail to comply with the provisions of this Deed or any requirement of the Council as herein provided then any such breach may be made good by the Council and the cost involved or the damage suffered recovered from the Applicant by the Council as a debt due and unpaid without prejudice to the right of the council to terminate the permission granted hereby.
 - ii In the performance of the motor sport (rally) event and associated works the Applicant shall observe all requirements imposed by any statute regulation or ordinance or otherwise imposed by any statutory or other authority.
 - e
 - i To make enquiry into the existence and location of public utility services in particular telecommunication cables, gas, electricity, water, sewer and drainage lines and other private services in particular irrigation pump line and communication lines and to carry out the motor sport (rally) event and associated works in such a manner so as to cause no damage to the existing services.
 - ii To make good repair or arrange repair of any damage caused to services or other private property so caused in the execution of the motor sport (rally) event and associated works and bear the costs of such repairs.
- 3 If the Applicant shall fail to perform any obligation imposed on it under this agreement or any work required by or the Council thereunder, it shall be lawful for the Council immediately thereupon to determine the permission hereby granted and upon the expiration or the sooner determination of this permission or an extension thereof the Applicant shall immediately and in such manner as the council may direct cease to undertake the motor sport (rally) event and associated works and take away as speedily as possible the work insofar as the same may encroach upon or in any way affect the public way and shall make good all damage done to the public way by such removal and in the course of so doing shall pay the council the cost of making good any such damage.
- 4 And it is further agreed by the parties hereto that nothing in this deed shall be deemed to:
 - i prejudice or affect the safety of the public upon or along the said roads.
 - ii authorise any nuisance to or permanent obstruction of the road or public places, or
 - iii confer upon the Applicant exclusive right or title or the sole use of any roads for any purpose,
 - iv In any way restrict or limit the powers of the council in respect of the motor sport (rally) event and associated works.

(SEE ATTACHED SCHEDULES)

EVENT NAME:: 2024 Working Dog Rally

APPLICANT: Gold Coast Tweed Motorsporting Club Inc.

SCHEDULES

SCHEDULE 1 Tunglebung Creek Road, Larsson Road, Old
(Description of the subject public road) Lawrence Road, and Hootons Road

SCHEDULE 2 Gold Coast Tweed Motorsporting Club Inc.
(Description of benefiting party)

SCHEDULE 3 As detailed in "Working Dog Rally Event Overview"
(Description of Work on Road Reserve) received by Council 2 September 2024 and "Working
Dog Rally Traffic Management Plan" received by
Council 30 July 2024.

SCHEDULE 4
(Insurances\Safety and Environmental Management Plans)

Public Liability Insurance: The Contractor and all sub-Contractors employed from time to time in relation to the work must have in place insurance for their respective rights and interests to cover their liabilities to third parties (as extended to cover subject works for the person doing the works in the Road Reserve). These policy/policies must note the interests of Council. The policy shall contain a cross liability clause and shall have a limit of indemnity of not less than the amount indicated for any one occurrence, but shall be unlimited in the aggregate. (A copy of the policy must be provided).	Amount of Cover	\$100,000,000
	Insurance Company	Certain Underwriters at Lloyd's
	Policy Number	B1262PC0790922, B1262PC0791022 & B1262RT0130122
	Expiry Date	30 September 2024

Event Management Plan

"Working Dog Rally Event Overview" received by
Council 2 September 2024 and "Working Dog Rally
Traffic Management Plan" received by Council 30 July
2024.

SCHEDULE 5
(Anticipated Commencement Date of Work)

5 October 2024 (set up - does not require road closure)
7am to 9pm, 6 October 2024 (rally event - road closures
required)

SCHEDULE 6

CONDITIONS OF APPROVAL FOR USE OF A COUNCIL ROAD RESERVE APPLICATION - WORKS IN ROAD RESERVE


- 1 Approval is to be obtained from the New South Wales Commissioner of Police under Section 40 of the Road Transport (Safety and Traffic Management) Act 1999 to conduct the motor sport (rally) event and any conditions applied are to be complied with.
- 2 The event being run under the supervision and to the requirements of the Confederation of Motorsport.
- 3 Road Event is conducted in accordance with the "Working Dog Rally Event Overview" received by Council 2 September 2024 and "Working Dog Rally Traffic Management Plan" received 30 July 2024 prepared by the Gold Coast Tweed Motorsporting Club and
- 4 Relevant emergency services (Ambulance, Rural Fire Service, State Emergency Service) are to be notified of the rally event.
- 5 All residents adjoining the route to be closed are to be contacted personally by the event organisers prior to the event and informed of the arrangements to be made in the case of emergency during the event.
- 6 A Traffic Management Plan covering the event will be finalised and authorised by Kyogle Council and provided back to the Clerk of the Course at least 14 days prior to the event commencing. The Traffic Management Plan and the individual Traffic Control Plans contained therein will be verified by an authorised person in accordance with the Roads and Maritime Services manual "*Traffic Control at Worksites*". The site of the event shall be adequately barricaded, or otherwise protected to ensure the safety of the travelling public. Adequate advance warning signs shall be erected in accordance with the "Traffic Management Plan" and maintained during the course of the event.
- 7 Traffic controllers required for all remaining road closures will be provided by the Applicant at no cost to Council. Any traffic controllers used shall hold current Transport for New South Wales accreditations.
- 8 A pre-event inspection of the roads to be used for the event within Kyogle Local Government Area may be undertaken by Kyogle Council no sooner than 14 days out from the event with representatives of the Gold Coast Tweed Motorsporting Club Inc welcome to attend if requested. The results of the inspection are to be made available to the Gold Coast Tweed Motorsporting Club Inc upon request. A post event inspection of the roads to be used for the event within Kyogle Local Government Area may be undertaken by Kyogle Council no later than 14 days after the event with representatives of the Gold Coast Tweed Motorsporting Club Inc welcome to attend if requested. The results of the inspection are to be made available to the Gold Coast Tweed Motorsporting Club Inc upon request. Any defects identified during the post event inspections, that were not present during the pre-event inspections shall be the responsibility of the Applicant to repair and restore to pre-event condition.

- 9 The Applicant is to inspect the closed roads and carry out any works necessary to ensure they are safe for public use prior to the roads being reopened to traffic. If there is any delay in the scheduled opening times, all traffic control and monitoring of private accesses to the road is to be maintained by the Applicant until the road is reopened. Any damage or other issue that may represent a risk to road users identified during these inspections is to be reported to Council immediately.
- 10 The Applicant shall inquire, search, investigate the location and depth of any public utility service in particular telecommunication cables, gas, electricity, water, sewer and stormwater and other private services such as irrigation pump lines before any event or works commence on site and ensure that no damage or conflict shall result. The Applicant shall be liable for any damage to these services.
- 11 Council shall be reimbursed by the Applicant, when requested, for any expenses incurred in restoring the road pavement, or other sections of the event, within the road reserve.
- 12 Any works around moving vehicles are classified as High Risk Construction as defined in the WH&S Act 2011. All works is to be carried out in accordance with this Act and WH&S Regulation 2011.
- 13 Dust control measures are to be put in place to minimise the impact of dust on any residential premises within 20m of the road reserve boundary fronting the competitive sections of any stage, unless written consent is obtained from the owner and occupier prior to the event.
- 14 Other than nominated spectator points, no spectators are to be allowed within the road reserve of any stage. Where a traffic controller reports pedestrian movement through a road closure point, the Clerk of the Course is to be notified and the event immediately shut down until such time as the spectators are removed from inside the road closure areas.
- 15 An updated copy of the Certificate of Currency for the Public Liability Insurance must be provided to Council after 30 September 2024.
- 16 An Event Safety Plan must be submitted to Council 14 days prior to the event commencing.

IN WITNESS WHEREOF of the parties hereto have hereunto set their hands on the day and year first above written.

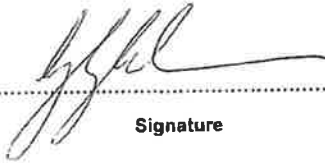
SIGNED by the Gold Coast Tweed Motorsporting Club Inc

said Glenn Binkman)
Name


Signature

in the presence of

GRANT COLEMAN)
Name of Witness


Signature


SIGNED FOR AND ON BEHALF OF KYOGLE COUNCIL:

said CHRIS WHITE)
Name for General Manager



in the presence of

DERRYN NIX)
Name of Witness


Signature

