



**UNDER SEPARATE COVER
ATTACHMENTS**

**ORDINARY MEETING
9 APRIL 2024**

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City Planning

DA/2023/398 - EXTRACTIVE INDUSTRY (SANDSTONE QUARRY & ASSOCIATED SITE WORKS) AT 156 QUARRY ROAD FARLEY NSW 2320

Assessment Report (Under Separate Cover)

Meeting Date: 9 April 2024

Attachment No: 3

Number of Pages: 25

DEVELOPMENT APPLICATION ASSESSMENT REPORT

Version 1: Comprehensive

Application No:	DA/2023/398
Proposal:	Extractive Industry (Sandstone Quarry & Associated Site Works)
Address:	156 Quarry Road FARLEY NSW 2320
Lot & DP No:	152/1189168
Property No:	50334
Applicant:	Department of Regional NSW
Owner:	Warren Stephen John Taranto and Helen Margaret Taranto and Michael James Hilton and Jessica Lee Hilton
Author:	Brian Gibson
Site Inspection:	10 July 2023

INTRODUCTION

The purpose of this report is to provide a detailed discussion and assessment of Development Application No. DA/2023/398 proposing Extractive Industry (Sandstone Quarry & Associated Site Works). The assessment will provide consideration of the proposal under the Environmental Planning and Assessment Act 1979, the Maitland Local Environmental Plan 2011, the Maitland Development Control Plan 2011 and any other relevant legislation, guidelines and policies of the Council.

Description of Proposed Development

The proposal involves the extraction of sandstone from the former Ravensfield Quarry to provide material for the Ministers Stoneworks Program (MSP) for heritage restoration works of heritage listed public buildings within the Hunter region and for other private purposes. The proposal seeks to extract a maximum of 6000m³ of sandstone within the works area to a depth of approximately 5m below existing levels.

The footprint of the works/extraction area will be 2000m² in size (approximately 80m x 25m) which includes material stockpiling, with an additional vehicle manoeuvring area of 396m² (approximately 22m x 18m). The size of the works area is to provide the quarry operators with flexibility to cease extracting from unproductive areas and chase the heritage grade dimension stone of suitable colour and free from defects.

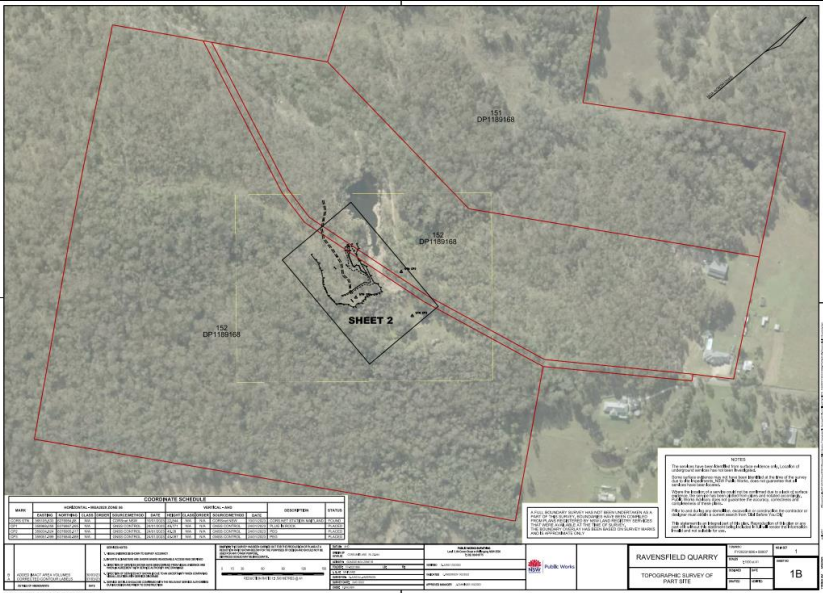
The life of the development is dependent on the demand for the sandstone, however, the operations will cease once 6000m³ of sandstone has been extracted. The total amount of sandstone extracted would be monitored through invoicing records. It is anticipated that the quarry would be utilised on a project-by-project based demand for the sandstone. Between projects, the quarry would remain inactive.

Machinery such as a 30T excavator, frontend loader or dozer would be hired and moved to and from the site as required using a 19m Semi-trailer at a maximum of one to two movements per week. The machinery will extract the stone with a waterfed cutting wheel. Material will be transported from the site using a 12.5m Heavy Rigid Vehicle at a maximum of two per day. The delivery/removal of large plant and the haulage of sandstone material will not occur on the same day.

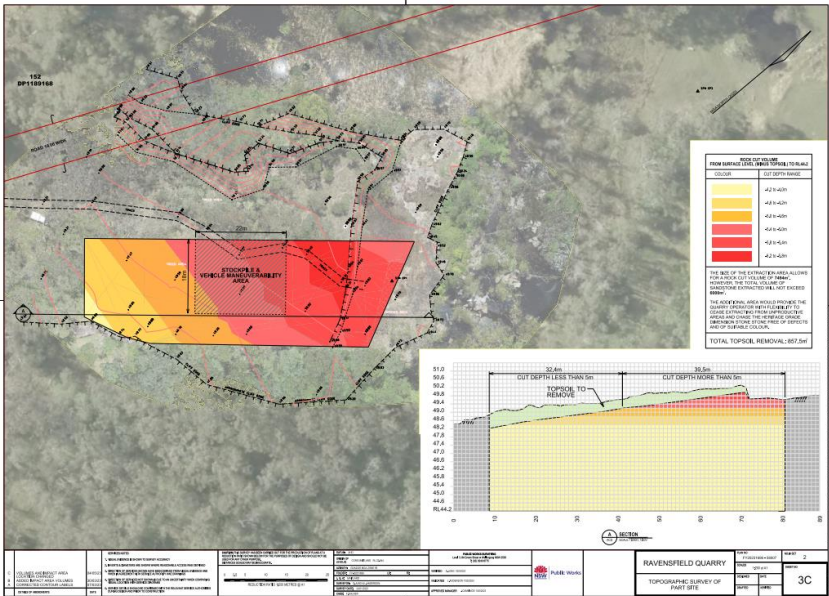
It has been confirmed the development is not 'Crown Development' as the quarry will be extracting and selling some of the material on a private commercial basis.

Plans for the proposed extractive industry are provided at Figure 1 below. Details of the land are provided at Figures 2 & 4, with photos of the development site provided at Figure 3.

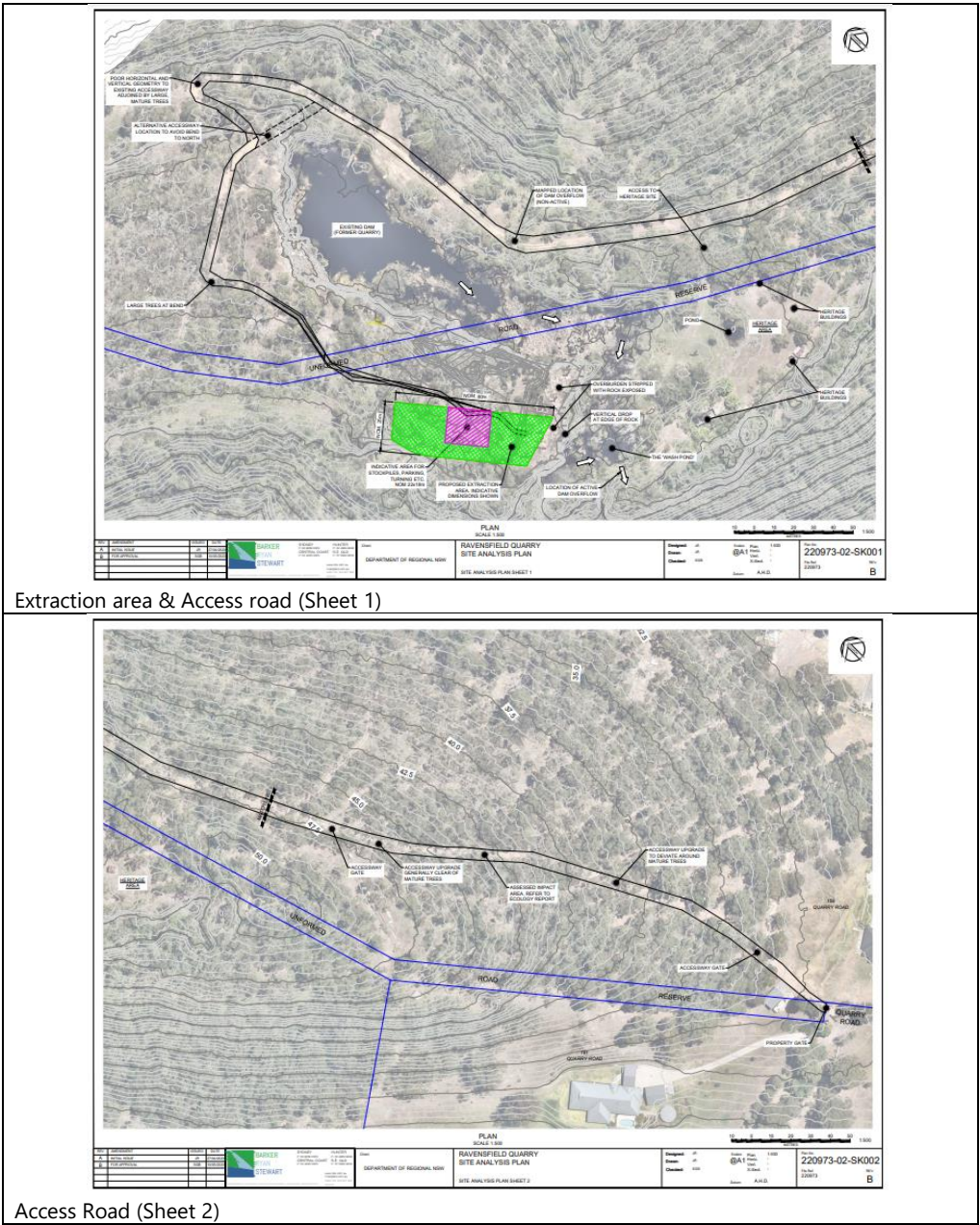
Figure 1 – Extractive Industry Site Plans



Site Plan



Bulk Earthworks Plan



Description of the Land on which the proposal is to be carried out.

The legal description of the land on which the development is to be carried out is:

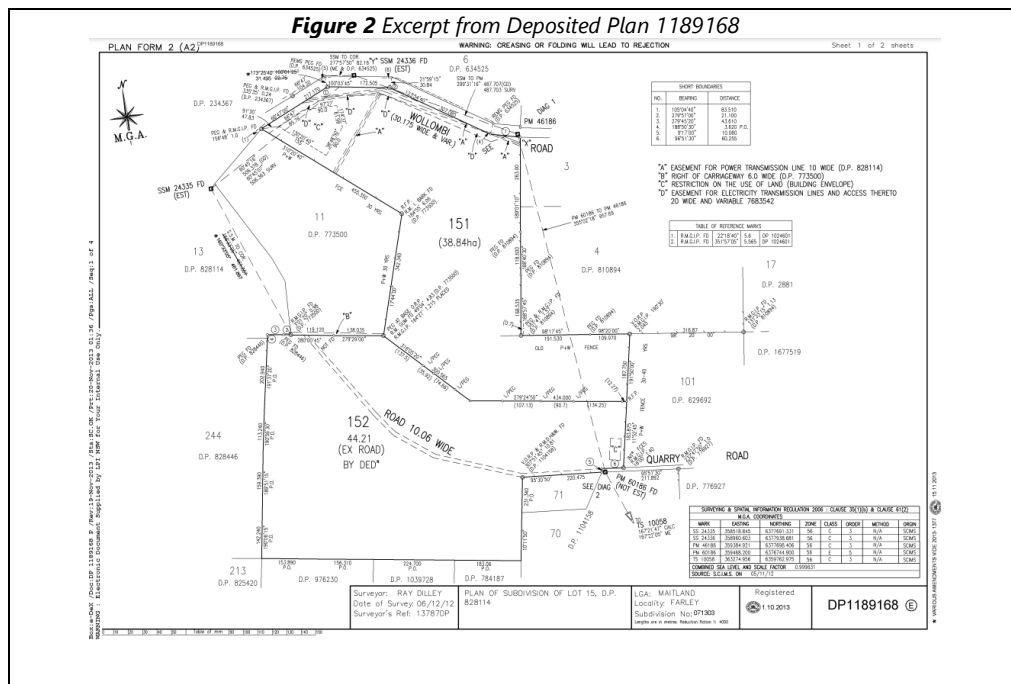
Lot 152 in DP 1189168
156 Quarry Road FARLEY NSW 2320

A copy of the Deposited Plan is provided at **Figure 2**. An aerial photograph of the land is provided at **Figure 4**. Photographs from the site inspection are provided at **Figure 3**.

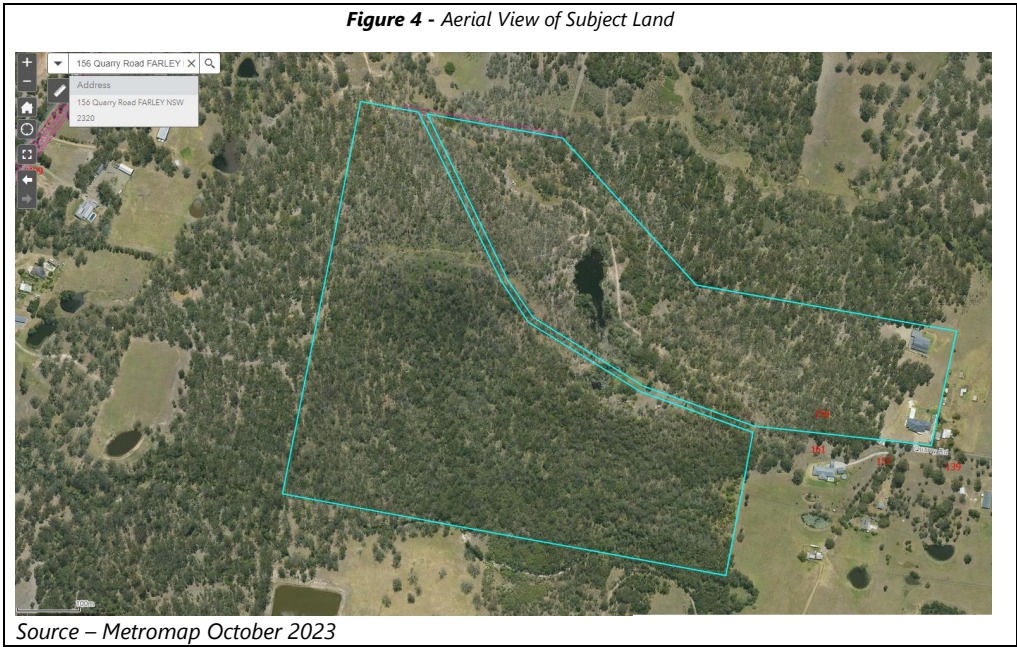
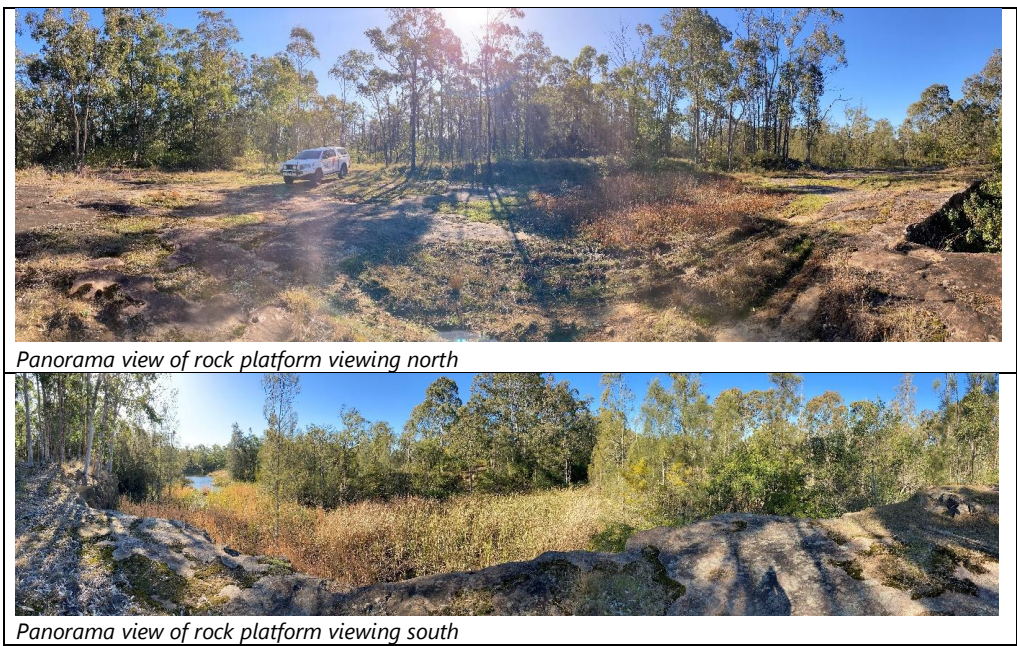
Access to the development site from a classified road (New England Highway) is via Wollombi Road – Owlpen Lane – Quarry Road. At the end of Quarry Road, the accessway to the extraction work zone is via an unformed road reserve prior to it then traversing through the abovementioned land. **Figures 1** above and **2 & 4** below identify the unformed road reserve.

The application provided a report investigating the unformed road reserve advising it was created in an Old System Private subdivision known as Ravensfield as DP 976230 (circa 1853 or earlier). The report advised there is no evidence as to the formal resumption or dedication of the unformed road reserve, and the road was created prior to commencement of the Local Government Act 1919.

The road could be subject to an adverse possessory application by the owners of the adjoining land that currently have possession of the unformed road reserve.







PREVIOUS DEVELOPMENT HISTORY

The table below provides a consent history and background context that is a relevant consideration in the assessment of the application.

Previous Consent History				
DA No.	Description of Development	Date Determined	Decision Approved/Refused	Key Issues
DA/13/3260	Farm Shed	14/2/2014	Approved	
DA/15/1858	Dwelling	3/12/2015	Approved	
DA/20/734	Swimming Pool	3/9/2020	Approved	

PLANNING ASSESSMENT - 4.15(1) matters for consideration**Development Type -**

- The proposal is categorised as *local development*, under the Environmental Planning and Assessment Act 1979 (EPA Act).

Contributions -

- The proposal attracts a contribution under Council's current adopted Section 7.11 Plan for an annual contribution towards the cost of maintenance of local roads used for haulage of quarry products. The contribution is calculated under a formula contained in the Maitland City Wide Development Contributions Plan.

Section 4.15(1)(a)(i) - Provisions of any environmental planning instrument**Maitland Local Environmental Plan 2011**

The subject land is zoned RU2 Rural Landscape under the Maitland Local Environmental Plan 2011 (LEP).

The objectives of the zone are:

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.*
- To maintain the rural landscape character of the land.*
- To provide for a range of compatible land uses, including extensive agriculture.*
- To provide for a range of non-agricultural uses where infrastructure is adequate to support the uses and conflict between different land uses is minimised.*

The proposed development is defined as 'Extractive Industry' under the LEP. Extractive industries is not listed as a landuse under 'Permitted without consent' or 'Permitted with consent' and is therefore 'Prohibited' within the RU2 zone.

The proposed development is however permissible with consent by virtue of clause 2.9(3)(a) of SEPP (Resources and Energy) 2021, noting agriculture is listed in the 'Permitted with consent' landuses in the RU2 zone of the LEP. The SEPP states development for the purpose of an extractive industry may be carried out with development consent in a zone in which agriculture is a permissible use (the RU2 zone permits agriculture with development consent). Therefore the proposed extractive industry is permissible with development consent.

An analysis of the proposal and the zone objectives is provided in the following table:

<ul style="list-style-type: none"> To encourage sustainable primary industry production by maintaining and enhancing the natural resource base. 	<p>The proposed extraction of sandstone is in a location of poor agricultural land/soil which has limited potential for primary industry production. The resource base (soil, water and vegetation) has been impacted by historical activities (clearing, quarrying) with regrowth evident over the sandstone bedrock, slopes and elevated position relative to adjoining land (valley floors, riparian zones and alluvial soils).</p>
<ul style="list-style-type: none"> To maintain the rural landscape character of the land. 	<p>The proposed extraction area is a generally cleared area with existing native vegetation surrounding the work zone. The existing vegetation will be an effective screen and maintain the bushland setting of the elevated slopes surrounding the work zone.</p>
<ul style="list-style-type: none"> To provide for a range of compatible land uses, including extensive agriculture. 	<p>The proposed development does not impact any existing or future agricultural activities noting the sandstone bedrock with limited soil coverage, sloping surrounds and bushland setting. The existing condition of the land makes it likely to be used for limited grazing or apiculture or similar.</p>
<ul style="list-style-type: none"> To provide for a range of non-agricultural uses where infrastructure is adequate to support the uses and conflict between different land uses is minimised. 	<p>The proposed extractive industry is a non-agricultural activity. Due to the location of the work zone, existing access track and the condition and characteristics of the land, negligible conflicts with adjoining land uses beyond the property boundaries are foreseen.</p>

The following clauses of the LEP are relevant to the assessment of the proposal:

Clause 5.10 - Heritage Conservation

The development site is mapped as containing **Heritage Item I90 'Stone Quarry (Brown's)'**. Sub-clause 4 requires the consent authority, before granting consent in respect of the heritage item, to consider the effect of the proposed development on the heritage significance of the item.

In addressing this provision, the applicant provided a Heritage Impact Statement (HIS) by NSW Public Works (dated April 2023). The Statement of Significance in the HIS advised:

Ravensfield Quarry is a significant industrial landscape with historic, associative, aesthetic, scientific, representative and rarity values. The quarry retains many elements of its industrial heritage including; scars of the quarrying that show how the stone was removed, machinery, site buildings and sheds.

The HIS concluded:

.. the site has significance as an early colonial quarry complex with historic, associative, aesthetic, scientific, representative and rarity values. The proposal has been assessed to have no impact on the significance of the site. The outcome of the proposal and reopening the quarry will allow the technical and aesthetic characteristics of Ravensfield sandstone to be utilized once again in the Maitland area. The proposal will generate

wider impacts for State and Locally listed heritage items in the Maitland area which require this stone for their maintenance and repair.

Council's Heritage Officer, having regard to sub-clauses 4 (**heritage significance**) & 7 (**archaeology**), advised:

- Ravensfield stone is a unique and finite resource which has a high level of significance in the maintenance of major heritage sites including buildings and cemeteries across the city. The Statement of Heritage Impact provides examples of highly significant State Heritage Register sites constructed using Ravensfield stone. It also provides a summary of the well documented history of the site.
- Endorsed the significance assessment in Section 4 of the HIS.
- Noted the access road and extraction area are positioned away from the remnant heritage building group. The principle potential heritage impact is associated with archaeological values of the site. The Maitland Citywide DCP provides the following relevant policy with respect to the proposal:
 - C4 3.4 (n) Archaeological evidence should not be disturbed without consultation with Council and, where required, approval of Heritage NSW.
 - C4 Section 1.6 provides guidelines on archaeological assessments.
- The recommendations in Section 7.1 of the HIS should be applied as conditions of consent.
 - In addition it should be conditioned that the heritage induction be prepared by a suitably qualified archaeologist and be carried out prior to commencement of works and throughout the works program.
 - An advice recommending a Conservation Management Plan be prepared for the site.

Recommendations contained in the HIS are recommended as conditions should consent be granted. The recommendations of the Heritage Officer are also recommended as conditions should consent be granted.

With regard to **Aboriginal Heritage** (sub-clause 8), an AHIMS search at the time of lodgement identified no known sites within a 200m buffer. A Due Diligence (DD) report by NSW Public Works (dated April 2023) was submitted with the development application.

The report concluded the results of the DD assessment determined the proposal is unlikely to impact Aboriginal objects and will not impact on any known places or sites of cultural significance to the Aboriginal community. It noted the study area has low potential for archaeological deposits to be present. The report provided recommendations as a precautionary measure to mitigate potential harm to Aboriginal cultural heritage values.

The recommendations are to be included as conditions should consent be granted to the development.

Clause 5.21 - Flooding

The development site is not mapped as being subject to flooding. The development is not expected to impact the stormwater drainage behaviour of the land considering the proposed method of stormwater controls/drainage.

Clause 7.1 - Acid Sulfate Soils

The land is mapped as class 5 Acid Sulfate Soils. The applicant advised in the SOEE:

"The Greta 1:25,000 Acid Sulfate Soil Risk Map (Edition 2 – Dec 1997) shows that Lot 152 DP 1189168 (which includes the proposed extraction area) is designated as 'No Known Occurrence' of acid sulfate soil materials under the map class description (see Figure 5-7 in the SoEE). This map class means that acid sulfate soils are not known or expected to occur in these environments and therefore, land management activities are not likely to be affected by acid sulfate soil materials. Typical landform types within this map class include bedrock slopes, elevated Pleistocene and Holocene dunes and elevated alluvial plains (Preliminary Site Investigation, NSW Public Works 2023). The Acid Sulfate Soils Map (Sheets ASS_002, ASS_002A, and ASS_004B) contained in the Maitland Local Environmental Plan 2011, shows that the entire Lot is classified as Class 5 under the map class description.

Acid sulfate soils are not typically found in Class 5 areas. With consideration of the geological setting and soil characteristics within the proposed extraction area, it is highly unlikely that this site would be affected by acid sulfate soils (Preliminary Site Investigation, NSW Public Works 2023)."

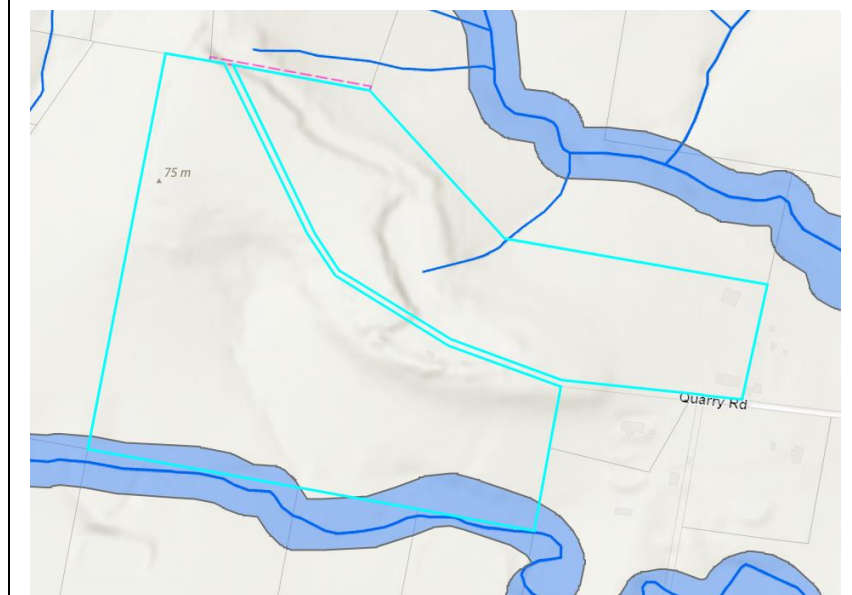
Noting the low probability of acid sulfate soils being present due to the sandstone bedrock, no further assessment is required nor conditions recommended.

Clause 7.4 - Riparian Land & Watercourses

This clause applies to land identified as "Watercourse land" on the Watercourse Map, and all land that is within 40 metres of the top of the bank of a watercourse identified as "Watercourse land" on the Watercourse Map.

Figure 5 below details the location of watercourses and riparian buffers in the vicinity of development site.

Figure 5 – Excerpt of Watercourses Map and Riparian Land 40m buffer Map (development site boundaries detailed in light blue)



The proposed extraction is located approximately 300m from the mapped watercourses and riparian buffers, with it also being greater than 40m from the nearest mapped hydroline/waterbody.

As the land incorporates watercourses/riparian buffers, sub-clause 3 requires the consent authority, prior to determining a development application to carry out development on land to which this clause applies, to consider whether or not the development—

- (a) is likely to have any adverse impact on the following—
 - (i) the water quality and flows within the watercourse,
 - (ii) aquatic and riparian species, habitats and ecosystems of the watercourse,
 - (iii) the stability of the bed, shore and banks of the watercourse,
 - (iv) the free passage of fish and other aquatic organisms within or along the watercourse,
 - (v) any future rehabilitation of the watercourse and its riparian areas, and
- (b) is likely to increase water extraction from the watercourse.

Under sub-clause 4 the consent authority must not grant development consent to development on land to which this clause applies unless it is satisfied that—

- (a) the development is designed, sited and will be managed to avoid any significant adverse environmental impact, or
- (b) if that impact cannot be reasonably avoided by adopting feasible alternatives—the development is designed, sited and will be managed to minimise that impact, or
- (c) if that impact cannot be minimised—the development will be managed to mitigate that impact.

The applicant advised in the Statement of Environmental Effects (SOEE):

"The site runoff will be contained within the extraction zone during the entire process. As per the Soil and Water Management Plan (Appendix D), the extraction pit is to incorporate a section excavated deeper which will house all rainfall and runoff safely. Captured flows are then to be pumped out and discharged to the south of proposed development into the artificial waterbody. A diversion mound is to be provided along the northern edge of extraction zone so that upstream flows can be diverted and discharged via a level spreader towards the north-west. The implementation of the measures within the Soil and Water Management Plan and Stormwater Management Plan will ensure that the proposal would not result in the disruption or detrimental impacts on water quality and flows."

The proposed extraction of material and management of runoff has been designed as such that it avoid any significant adverse impact on the mapped watercourses and riparian buffers. Conditions are recommended for stormwater management of the runoff.

Clause 7.5 - Significant Extractive Resources

The development site is not mapped as part of the "Identified resource" on the Mineral Resource Area Map.

State Environmental Planning Policies

The following State Environmental Planning Policies (SEPP's) are relevant to the assessment of the proposal:

State Environmental Planning Policy (Resources and Energy) 2021

The aims of SEPP are to provide for the proper management and development of mineral, petroleum and extractive material resources for the purpose of promoting the social and economic welfare of the State.

Under section 2.9(3) of the SEPP is states in relation to extractive industries:

(3) Extractive industry Development for any of the following purposes may be carried out with development consent—

(a) extractive industry on land on which development for the purposes of agriculture or industry may be carried out (with or without development consent),

Under the MLEP 2011, development for the purpose of agriculture is permitted with consent in the RU2 Rural Landscape zone. Therefore extractive industries are permitted with development consent in the RU2 zone on the development site.

State Environmental Planning Policy (Resilience and Hazards) 2021

The objective of Chapter 4 is to provide for the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. Under Clause 4.6(1) the consent authority must not consent to the carrying out of the development unless:

- (a) it has considered whether the land is contaminated, and*
- (b) if the land is contaminated, it is satisfied that the land is suitable in its contaminated state (or will be suitable, after remediation) for the purpose for which the development is proposed to be carried out, and*
- (c) if the land requires remediation to be made suitable for the purpose for which the development is proposed to be carried out, it is satisfied that the land will be remediated before the land is used for that purpose.*

The development site is mapped as 'high' under Council's Contaminated Land Risk (GHD Review). The site is also known to have had historic extractive industries operating.

A Preliminary Site Investigation (PSI) was prepared by NSW Public Works (dated November 2023) in support of the application. The PSI found little soil cover (topsoil and residual soil) over the sandstone bedrock within the proposed extraction area and no visible signs of staining of the ground surface, bare patches or asbestos containing material on the ground surface.

The PSI separated the study area into two subsections of land being Area 1 – the proposed extraction area (including the proposed access track) and Area 2 - all other areas within Lot 152 DP1189168. The following conclusions were made for both areas:

Area 1 - Proposed Extraction Area and Proposed Access Track

In Area 1 any contamination, if present, is likely to be confined to the overburden material, fill mounds and any other filling that may have occurred for the access track construction. While there were no obvious visible signs of contamination within Area 1, it is recommended that sampling and testing of any stockpiled overburden/fill material be undertaken if it is to be re-used elsewhere within the Lot; or alternatively, if the material is to be disposed of offsite, then a waste classification assessment may be required.

Area 2 – Other Areas within Lot 152 DP1189168

Area 2 would not be disturbed during the proposed quarry development. Area 2 is also lower in elevation than Area 1, therefore migration of any potential contaminants in surface water, if present, would not affect the proposed extraction area. There is a potential that contaminants, if present, may have leached into the groundwater beneath Area 2. The depth and direction of flow of the groundwater beneath the Lot is not known. However, it is likely that groundwater would flow away

from the sandstone plateau, containing Area 1, which is the local topographic high point. It is also likely that the groundwater table would be at a depth greater than the proposed extraction area.

Conditions are recommended should consent be granted to protect the environment from potential contamination disturbed during the extractive industry operations.

State Environmental Planning Policy (Planning Systems) 2021

The provisions of this SEPP are used —

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to identify development that is regionally significant development.

Schedule 1 of the State Environmental Planning Policy (Planning Systems) 2021 identifies categories of development that are declared to be State Significant Development (SSD). SSD is development that has State significance due to its size, economic value or potential impacts. Schedule 1 clause 7 of the SEPP applies to Extractive Industries.

A review found the proposal does not trigger the SSD provisions of Schedule 1 clause 7 of the SEPP. The proposal also does not trigger Regionally Significant Development provisions of Schedule 6 of the SEPP.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 3 of the SEPP aims to conserve and manage of areas of habitat for koalas. Schedule 2 of the SEPP identifies the City of Maitland as an LGA to which this planning instrument applies.

A Biodiversity Assessment Report (BAR) by de Witt Ecology (dated November 2023) identified potential Koala habitat within areas classified as PCT 1598 (Forest Red Gum grassy open forest on floodplains of the lower Hunter). The number of feed trees (*Eucalyptus tereticornis*) exceeds 15% of the total number of trees within this PCT however, as the vegetation removal for this PCT (0.1 ha) does not include the removal of any feed trees, or trees with a diameter at breast height over bark (DBH) greater than 300 mm, the BAR concluded that it is will have minimal impact. The site investigation also found no Koala scats and/or pock marks indicating the presence of this species.

Overall the BAR concluded that due to relatively small overall impact on native vegetation (0.282 ha) and the occurrence of better quality habitat adjacent the subject land the potential for impact on this species is low. Therefore, the BAR concluded the proposal will have minimal impact on koala habitat in the local area and as such Tests of Significance or Significant Impact Criteria assessments are not required.

Section 4.15(1)(a)(ii) - Any draft environmental planning instrument that is or has been placed on public exhibition

There are no draft environmental planning instruments applicable to this proposal.

Section 4.15(1)(a)(iii) - Any development control plan

Maitland Development Control Plan 2011 (DCP)

The following chapters of the Maitland DCP are relevant to the assessment of the proposal:

Part A – Administration

Part B – Environmental Guidelines

Part C.10 – Design Guidelines

Part A – Administration

A.4.1 Notification

The development application was notified for 14 days in accordance with Council's Community Participation Plan from 5 to 19 June, 2023 with 16 submissions received. Further discussion regarding the submissions received is provided in section 4.15(1)(d) of this report.

Part B – Environmental Guidelines*B.3 – Hunter River Flood Plain*

The subject site is not identified as flood prone land on Council's Flood Planning Map.

B.5 – Tree and Vegetation Management

The development will require clearing of approximately 0.282 hectares of native vegetation to facilitate the site works area and access road upgrades. As development consent is being sought in association with an extractive industry then Part B.5 of the DCP does not apply. Refer to assessment comment under sec. 4.15(1) (a)(i) and (b) of this report having regard to the consideration of the vegetation removal, Biodiversity and protection of koala habitat.

B.6 – Waste Not – Site Waste Minimisation & Management

A Site Waste Minimisation and Management Plan (SWMMP) was submitted with the development application and satisfactorily addresses the requirements under this Part of the DCP. A condition is recommended regarding the implementation of the SWMMP.

B.7 – Environmentally Sensitive Land

The development site contains mapped watercourses and riparian buffers. The extraction works are located at a distance greater than 40m to the watercourses and riparian buffers. Refer to assessment comment under sec. 4.15(1)(b) of this report having regard to these watercourses and riparian buffers.

Part C – Design Guidelines*C.4 – Heritage Conservation*

The development site is listed as a heritage item under Part 1 in Schedule 5 of the LEP with a HIS submitted with the development. Refer to assessment comment under section 4.15(a)(i) of this report having regard to consideration of the heritage significance of the site and its conservation.

C.11 – Vehicular Access & Car Parking

The development will require haulage of material from the site over an internal access track and public roads. Refer to assessment comment under section 4.15(b) of this report having regard to consideration of traffic matters.

C.12 – Crime Prevention through Environmental Design

The development has sought to address the four key strategies of the Crime Prevention through Environmental Design (CPTED), being Surveillance, Territorial Reinforcement, Space and activity management and Access Control. Refer to assessment comment under section 4.15(b) of this report having regard to consideration of CPTED.

Section 4.15(1)(a)(iiia) – Any planning agreement that has been entered under section 7.4, or any draft planning agreement that a developer has offered to enter into under section 7.4

There are no planning agreements, or draft planning agreements which apply to the proposed extractive industry.

Section 4.15 (1)(a)(iv) - The regulations (to the extent that they prescribe matters for the purposes of this paragraph)

The following regulations prescribed under the Environmental Planning and Assessment Regulation

2021 (Regulations) apply to the proposal:

Relevant Matters as Prescribed Under the EPA Regulation 2000		
Prescribed Matter	Is the matter relevant to the proposal?	
	Yes	No
The Government Coastal Policy		No
The provisions of Australian Standard AS2601-1991 – “The Demolition of Structures”		No

Note – Designated Development

Clause 4.10 of the EPA Act and Section 7 and Schedule 3 of the Regulations identify development types as Designated Development which require an Environmental Impact Statement. Clause 26 under Part 2 of Schedule 3 of the Regulations lists Extractive Industries and thresholds.

An analysis of the extraction quantities, area of disturbance and location triggers confirms the development is not Designated Development under Clause 26 under Part 2 of Schedule 3.

Section 4.15 (1)(b) - The likely impacts of that development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality.

The potential impacts of the proposal have been assessed in relation to the following key issues:

- Archaeology
- Biodiversity
- Air Quality
- Waste Management
- Traffic and Transport
- Stormwater Management and Flooding
- Earthworks & Geotechnical
- Contamination
- Public Domain & Visual Impact
- CPTED
- Social and Economic Impact
- Construction

These are discussed in detail below:

Potential Impact	Comment
Archaeology	<p>A HIS report by Public Works NSW dated April 2023 identified the work zone is removed from the artefacts and buildings retained on site from the former Brown's Quarry. The proposed extractive industry will leave this artefacts and buildings in-situ.</p> <p>A DD report by Public Works NSW dated April 2023 concluded the proposal is unlikely to impact Aboriginal objects and will not impact on any known places or sites of cultural significance to the Aboriginal community. Conditions are recommended regarding procedures for unexpected finds of artefacts/aboriginal objects.</p>

Biodiversity	<p>A BAR prepared by de Witt Ecology dated November 2023 concluded the proposal will have minimal impact on flora & fauna in the local area. Overall the BAR notes a relatively small overall impact on native vegetation (0.282 ha) and the occurrence of better quality habitat adjacent to the work zone and access track.</p> <p>Conditions are recommended to manage potential impacts at the clearing stage, during operations and rehabilitation of the site.</p> <p>The development site contains watercourses and riparian buffers, though is located greater than 40m from the work zone.</p>
Air Quality	<p>The extractive industry will be small in scale, will not operate daily with activities only occurring on an as needed basis. Extraction will be by a waterfed cutting wheel, with no blasting.</p> <p>During extraction of the sandstone dust suppression measures will be employed to minimise air quality impacts, including use of an 30T excavator with a waterfed cutting wheel and a snow maker. It is proposed that weather conditions will be reviewed for planned extraction campaigns and rescheduled as required.</p> <p>To minimise dust associated with vehicle movements the internal access road will a suitable gravel or road base material with water carts also employed. Haulage vehicles will be covered prior to exiting the site and stockpiles will be covered (where practical) or sprayed with a water mist.</p> <p>To manage potential dust/air quality issues conditions are recommended, including management plans.</p>
Waste Management	<p>A SWMMP was submitted with the application. The main waste streams comprise vegetation, topsoil, overburden and excavation material which will be stockpiled and reused onsite where possible including site regrading, mulching, etc. Other waste such as general waste (packaging, etc) will be removed from the site by staff. Conditions are recommended to ensure that all site waste is managed in accordance with the SWMMP.</p>
Traffic and Transport	<p>Vehicle movements associated with the extractive industry will consist of:</p> <ul style="list-style-type: none"> - a maximum of 2 trucks (Heavy Rigid Vehicle at 12.5m) per day entering and exiting the site to load and transport sandstone. - an additional 1-2 truck (19m Semi-trailer) movements in a week associated with delivering the 30T excavator, which will not coincide on the same day as the haulage movements. - a maximum of 2 vehicle movements per week (entry/exit) for visitors attending the site. <p>A review of the Traffic Impact Assessment (TIA) and the road network by Council's Infrastructure & Works (I&W) team noted the additional traffic generated by the proposal is very minor in relation to the road network and that the vehicles movements can be accommodated on the road network and intersections.</p> <p>Conditions are recommended, including a dilapidation survey prior to operations beginning to ensure the pavement on Quarry Road is not adversely affected by the heavy vehicle movements.</p>
Stormwater Management and Flooding	<p>The stormwater report provided with the application states all runoff from the proposal will be contained within the excavation zone in an excavated pit which will then be piped into the natural watercourse. A condition is recommended requiring a stormwater management plan be provided prior to construction that will detail how the captured water will be safely and cleanly discharged into the natural watercourse to ensure that there are no sedimentation and erosion issues.</p>

	The development site is elevated and not subject to flooding. Discharges from the excavated pit into the artificial water body and then natural flows downstream are not expected to create any downstream drainage issues.
Earthworks & Geotechnical	<p>The area of proposed works is relatively flat, varying from approximately 48m in the north-western corner to 50m AHD in the central part, and then to approximately 49.5m in the south-eastern corner. The proposed development seeks rock cut from surface level (minus topsoil) of an average depth of 5m (up to a maximum of 6.2m at its greatest cut depth) to facilitate the quarry during operation works.</p> <p>Topsoil will be stockpiled and reused for rehabilitation including reshaping material (as well as any additional material imported to the site) to shape the site, where possible similar to existing topography (minus the final void area). The disturbed area will incorporate rocks, logs and tree limbs to assist with the propagation of natural seed growth and allow for fauna occupation and be revegetated with appropriate tree and shrub species, native grasses and ground covers.</p> <p>A PSI was undertaken to consider potential contamination of the site from prior land uses. The PSI identified no contamination however did indicate existing stockpiles may require testing/management.</p> <p>A sandstone core testing report identified the resource is in the strong rock substance strength range, and is considered to be suitable for use as stone in heritage buildings in all applications in Maitland.</p> <p>An assessment has not identified any specific constraints to the development with conditions recommended including management plans to protect the environment.</p>
Contamination	As discussed under SEPP (Resilience & Hazards) 2021 in section 4.15(1)(a)(i) of this report, a PSI report provided has been reviewed. An assessment found that subject site is considered suitable for its proposed use, subject to the recommended conditions being adopted.
Public Domain & Visual Impact	<p>The proposed extractive industry has no potential impact on the public domain other than relating to traffic and the road network. Due to the low traffic movements associated with the delivery and removal of equipment, and haulage of extracted sandstone resource, the development will have a negligible impact on the public domain subject to recommended conditions regarding a dilapidation survey and haulage contributions.</p> <p>With regard to visual impact, the proposed operations will be largely screened from public view due to the elevated position of the work zone and the surrounding native vegetated slopes. The extractive industry will operate in a generally cleared zone and therefore have limited visual impacts through the loss of vegetation.</p>
CPTED	<p>The application has addressed the key strategies having regard to CPTED. The development itself, by virtue of its operations, the natural environment and point of access is considered to be a low crime risk. Conditions are recommended to maintain effective management of the proposed extractive industry.</p>
Social and Economic Impact	<p>The proposal will have a positive social and economic impact through the production of sandstone product subject to management plans/practices and compliance with recommended conditions.</p> <p>The proposal will have a minor benefit in terms of employment and income, and benefits to the construction industry through providing a resource.</p> <p>Provision of the sandstone material will also have the benefit for repairs and maintenance, and refurbishment of local heritage buildings originally constructed using sandstone with similar physical properties.</p>

	There is the potential for negative impacts associated with noise, dust, traffic and the like, however considering the merits of the proposal and the operations being subject to management plans and recommended conditions, it is not expected it will have a negative social and economic impact on the community.
Construction	The proposed extractive industry does not involve the construction of structures and the like, but will involve works relating to improvements to the access track and the work zone. These impacts are expected to be short term (noise, dust, etc) and limited in terms of vegetation removal. Draft conditions are recommended regarding the construction and operational phases, including the requirement for management plans, to protect the environment and amenity of nearby residents.

Section 4.15 (1)(c) - The suitability of the site for the development

The subject site is located within the rural environs of Farley on land zoned RU2 Rural Lifestyle under the LEP. The development is proposed to be undertaken within a previously disturbed area largely clear of vegetation, utilising an existing access track. With regard to the site:

- The site has previously been used for extraction of sandstone. The new proposal seeks to operate within the previously disturbed areas using existing access tracks with minimal additional removal of vegetation (0.282 hectares).
- The proposed work zone of the extractive industry is located in an elevated area, surrounded by remnant native vegetation. The work zone is well screened with minimal removal of vegetation proposed and is located a minimum of 180m from the nearest property boundary.
- It is identified as bushfire prone land, however the proposed extractive industry is unlikely to create additional risk to life and property.
- The land is mapped as High Risk contaminated under the GHD study. A PSI identified the land is not subject to known contaminants nor is the extractive industry likely to contaminate the environment.
- The site is mapped as potentially containing class 5 Acid Sulfate Soils (ASS). Due to the geological nature of the site the probability of ASS being disturbed is low.
- In relation to traffic generation, the existing road network is considered to be satisfactory noting the assessment of the proposed vehicle movements, vehicle types and the road network.
- The proposed operations will have minimal impact on the stormwater drainage of the land and the nearby watercourses. Mitigative measures and management plans are proposed to protect the environment.
- The proposed extractive industry has the potential to generate acoustic and air quality issues, however considering the setbacks from property boundaries, the existing extent of native vegetation and proposed mitigative measures and management plans, it is considered the development will have negligible impacts on the environment.

The site is considered suitable for the proposed extractive industry.

Section 4.15 (1)(d) - Any submissions made in accordance with this Act or the regulations

Public Submissions

The proposal was publicly notified/advertised for a period of 14 days from 5 to 19 June, 2023 in accordance with Council's Community Participation Plan. A total of 16 submissions were received during this period which is provided at Attachment 1.

A summary of the submission is provided in the following table (The submissions have been summarised with the issues collated to reflect similar concerns):

Review of Submissions		
Submissions	Issue	Comment
2	Permissibility – extractive industries are prohibited in RU2 zone which is overridden by State legislation	Permissibility for the development is detailed above in section 4.15(1)(a) of this report. Even though a development is permissible, a merit assessment is required having regard to other legislation, site constraints/characteristics and the environment.
9	Water – nearby residences rely on tank water with the dust impacts from the extractive industry to have negative health impacts - documents Soil & Water Management Plan and Stormwater Management Plan were not made available by MCC for comment	Effective management of dust, as per comment below for 'Air Quality/Dust', should negate the potential for dust to impact nearby residences and associated water quality. Documentation provided with the development application was, in part, available for viewing through Council's Application Tracking website. Those documents not available for viewing through the website were available for viewing over the counter at Council's Maitland Administration Centre.
15	Air Quality/Dust - dust impacts from the extractive industry will have negative impacts on residents health (silica dust diseases and existing conditions including asthma), laundry and structures and mechanical equipment - impacts on Farley Wastewater Treatment Works have not been considered - if approved, Council should ensure town water is connected to nearby properties - dust management system required - blasting will produce dust, consisting 80-90% silica	The proposed extractive industry will be a small operation, not operating on a daily basis with sandstone only being extracted on an as needs basis and removed from site as quickly as possible. Dust suppression methods will be implemented to minimise air quality impacts associated with the proposal, including during extraction use of an excavator with a waterfed cutting wheel to extract the sandstone and a snow maker to suppress any dust generated. Weather conditions will be reviewed for planned extraction campaigns and rescheduled as required. The internal access road will be covered with a suitable material (gravel or road base) to minimise dust with water carts employed to prevent dust being transported off site.

		<p>All haulage vehicles will be covered prior to exiting the site and stockpiles would be covered (where practical) or sprayed with a water mist.</p> <p>No blasting is proposed.</p> <p>Conditions, including management plans, are recommended to monitor and manage potential dust/air quality issues.</p>
11	<p>Noise</p> <ul style="list-style-type: none"> - noise generated by traffic movements and the extraction/cutting process in proximity to residences. - Impacts on mental health from constant Sandstone cutting - impacts on rural setting - extensive hours of operation (6am to 10pm 6 days a week) 	<p>An assessment by Council's Environmental Health team determined the proposed extractive industry is acceptable subject to recommended conditions.</p> <p>The standard condition for hours of operation is recommended restricting activities from 7am to 6pm Monday to Friday, and 8am to 1pm Saturdays (excludes public holidays).</p>
3	<p>Sediment & Contamination</p> <ul style="list-style-type: none"> - the development will increase turbid runoff and generate impacts downstream - contaminants will overflow from the dam and into waterways 	<p>Stormwater runoff will be managed through implementation of a Soil and Water Management Plan (SWMP) and Stormwater Management Plan (SMP). The plans demonstrate how soil and water management conditions are to be implemented in accordance with Landcom's Managing Urban Stormwater: Soils and Construction, 4th Edition, (commonly referred to as the 'Blue Book').</p> <p>The SWMP and SMP propose to contain site runoff within the extraction zone during the entire process. The extraction pit would incorporate a section excavated deeper to house all rainfall and runoff safely, allowing sediment material to settle. Captured flows would then be pumped out and discharged to the south of the proposed development into the artificial waterbody. A diversion mound will be provided along the northern edge of the extraction zone so that upstream flows can be diverted and discharged via a level spreader towards the north-west.</p>
9	<p>Traffic</p> <ul style="list-style-type: none"> - existing condition of road (pot holes) will be further impacted, yet requests for repairs and maintenance are ignored - impact of traffic movements (haulage vehicles) on road surface and shoulders, causing deterioration of road condition - conditions should be imposed to limit infrastructure damage due to this development, haulage routes, vehicle weights 	<p>The proposed development, when operational, involves a maximum of 2 trucks per day entering and exiting the site to load and transport sandstone. An additional 1-2 truck movements may be present in a week associated with delivering of the 30T excavator. These truck movements would not coincide on the same day. A maximum of 2 visitors per week may attend the site per week.</p> <p>The proposed operations, the TIA and the road network were considered by I&W advising due to the proximity of the Farley</p>

	<ul style="list-style-type: none"> - lay-bys should be provided to enable clear flow of traffic address vehicle movements - the locality has experienced increased development with no infrastructure 	<p>URA (under construction with many HRV movements between the New England Highway and Owl Pen Lane weekly), the additional traffic generated by the proposal is very minor. I&W advised the vehicles movements can be accommodated on the road network and intersections. Conditions are recommended with regard to a dilapidation survey prior to operations beginning to ensure the pavement on Quarry Road is not adversely affected by the heavy vehicle movements. Further, under Council's contributions plan, it is proposed to impose a condition requiring payment of a haulage fee towards the upkeep and maintenance of the local road network used by the proposed operations.</p>
1	<p>Commercial</p> <ul style="list-style-type: none"> - whilst the development may have some community benefits regarding heritage restoration it will have detrimental impacts on property values in the vicinity 	<p>Property values are not consideration under Section 4.15 of the EPA Act.</p>
1	<p>Sandstone Resource</p> <ul style="list-style-type: none"> - with sandstone abundant in NSW surely a more isolated site could be found 	<p>The extractive industry is proposed in part due to the characteristics of the material and its suitability for use in maintenance and repairs of local buildings. Use of a sandstone sourced from other regions would result in obvious differing physical properties being evident in a buildings appearance .</p>
2	<p>Equipment/Machinery</p> <ul style="list-style-type: none"> - details of the equipment/machines to be used in the extractive industry are required to be more informed about potential impacts - the owner of the property will be the operator of the quarry and does not have the experience or resources to manage the environmental and community responsibilities. 	<p>The SoEE details the proposed extractive industry will involve a 30T excavator with a waterfed cutting wheel. Vehicles accessing the site include a 12.5m Heavy Rigid Vehicle for transportation of the sandstone material and a 19m Semi-trailer for the delivery/removal of the 30T excavator. The exporting of material from the quarry would involve 1-2 truck movements per day subject to material availability. An additional 1-2 truck movements per week would occur with the delivery/removal of equipment (30t excavator). Operators of the equipment/machinery will need to hold relevant licences/qualifications and adhere to the management plans and consent conditions if approved.</p>
6	<p>Conflicting land uses</p>	<p>The proposed extractive industry is to be operated on a rural property, in a</p>

	<ul style="list-style-type: none"> - the sandstone quarry conflicts with the recently approved residential development, hobby farming and lifestyle residences - timing of works to consider impacts on adjoining development (future residential development) - the dust implications conflict with the medium density development - the industrial development will set a precedence for other industrial development - how can a large scale quarry operate on a site that is heritage listed - the site has cultural significance to the aboriginal community 	<p>previously disturbed area used as a sandstone quarry.</p> <p>The proposed operations will be located on an elevated area of the site, generally cleared of vegetation surrounded by vegetated slopes that will provide screening. The location of the work zone is approximately 180m from the closest property boundary with a significant buffer between the proposed development and other land uses.</p> <p>The proposed operations will consist of limited daily vehicle movements, low staff numbers and will have a negligible impact on the environment (vegetation clearing, noise, dust, etc.). The operation proposes a finite tonnage.</p> <p>The application was supported with a HIS and DD, which have been reviewed by Council's Heritage Officer with it determined the proposal will have negligible impact.</p>
2	<p>Notification</p> <ul style="list-style-type: none"> - I live in a property approximately 800m from the quarry but was not notified - notification letter dated 30 May 2023 was received on 13 June 2023 	<p>The development application was notified and advertised in accordance with Council's Community Participation Plan. This included notification of properties beyond those directly adjoining the development site.</p> <p>Council's notification procedures includes allowing extra time for delays associated with postage, ie. the notification letter was issued (and dated) 30 May 2023 with the notification/advertising period commencing on the 5 June 2023.</p>
1	<p>Habitat/Fauna</p> <ul style="list-style-type: none"> - the site is home to several endangered and vulnerable native species of birds and marsupials - a more extensive Flora & Fauna report is required to enable Council to pass judgement 	<p>A Biodiversity Assessment Report was provided with the development application and was reviewed by Council's Environment team.</p> <p>The proposed extractive industry, both setup and operations, will have negligible impact on the environment as attested by both of Council's Ecologist and Contamination Officer.</p> <p>Conditions are recommended to mitigate impacts.</p>
1	<p>Landscape</p> <ul style="list-style-type: none"> - a landscape mound and plantings to be provided around the extractive industry to contain the impacts 	<p>The proposed extractive industry is to be located on an elevated rise, within a clearing. The slopes surrounding the clearing are vegetated which provides effective screening.</p> <p>Construction of a mound would require additional clearing, which would have greater visual impacts than the current proposal.</p>

		The necessity of a mound for acoustic purposes would have limited benefits noting the proposed operations are acceptable in the current form subject to management plans and recommended conditions.
1	Documentation & Reports - The reports provided with the DA are biased	The reports provided with the application were placed on advertising/notification (including the application tracker) and were prepared by suitably qualified consultants. The reports have been reviewed by qualified Council staff for compliance with legislative requirements and adequacy of information.

As evident from the above summary, the list of issues relate to water, air quality/dust, noise and traffic. It is considered recommended conditions and management plans will address these concerns.

Government Agency Submissions

The proposal is of a type that does not require the Council, as the consent authority, to obtain the concurrence, comments or general terms of approval from another government agency.

Section 4.15(1)(e) - The public interest

The proposal is unlikely to impact on any Federal, State and Local Government or community interests.

The proposal is in the public interest on the basis that:

- The proposed extractive industry is generally compliant with legislation and policies.
- The proposed extractive industry is of a scale and operation that will not disrupt the local community to a significant degree.
- The heritage resource is maintained, with the operations having no foreseen impact.
- The impacts on biodiversity are considered to be negligible.

OTHER APPROVALS

The proposal does not require the Council to grant consent under legislation outside of the Environmental Planning and Assessment Act, 1979.

REFERRALS

Engineering

Referral advice received 11/9/2023 advising of no concerns with the additional traffic movements and the stormwater management. Conditions have been recommended.

Contributions

Referral advice received 21/2/2024 advising contributions for haulage are recommended as a condition.

Contamination

Referral advice received 12/3/2024 confirmed contamination issues have been satisfactorily addressed with conditions recommended.

Ecology

Referral advice received 15/3/2024 advising the applicant's documentation satisfactorily addresses

legislative requirements and conditions are recommended.

Acoustic/Health

Referral advice received 21/6/2023 recommended conditions be imposed should development consent be granted.

ASSESSMENT CONCLUSION

An assessment of the application has been undertaken against Section 4.15(1) of the *Environmental Planning and Assessment Act, 1979 as amended*. The proposed development is considered acceptable in terms of the relevant matters for consideration under the Act and the development application is recommended for approval.

RECOMMENDATION AND DETERMINATION

Consent be granted subject to the conditions provided in the attached schedule.

Principal Planner
Brian Gibson

City Planning

DA/2023/398 - EXTRACTIVE INDUSTRY (SANDSTONE QUARRY & ASSOCIATED SITE WORKS) AT 156 QUARRY ROAD FARLEY NSW 2320

Recommended Conditions of Consent (Under Separate Cover)

Meeting Date: 9 April 2024

Attachment No: 4

Number of Pages: 7

Recommended Conditions of Consent

Reason for Conditions

The following conditions are applied to:

- Confirm and clarify the terms of Council's Approval;
- Identify minor modifications and additional requirements that will result in improved compliance, development and environmental outcomes; and
- Draw to the attention of the applicant and owner their responsibility to comply with the requirements of various legislation including but not limited to the Environmental Planning and Assessment Act, 1979, Local Government Act 1993; relevant Regulations; Building Code of Australia, Australian Standards and Local Policies relating to development works, building construction and protection and enhancement of public health and the environment.

APPROVED PLANS AND DOCUMENTATION

1. The development shall be carried out in accordance with the stamped approved plans and documentation as detailed in the following schedule and any amendments arising through conditions to this consent or as shown in red colour on the plans.

Plan Ref No.	Plan Name	Sheet No.	Rev'n No.	Revision Date	Prepared by: (consultant)
FY20231696 - 58007	Ravensfield Quarry – Site Plan	1	B	30/3/2023	NSW Public Works
FY20231696 - 58007	Ravensfield Quarry – Impact Area	2	B	30/3/2023	NSW Public Works
FY20231696 - 58007	Ravensfield Quarry – Volumes & Impact Area	3	C	4/5/2023	NSW Public Works
220973 – 02 – SK001	Ravensfield Quarry Site Analysis Plan	1	B	10/5/2023	Barker Ryan Stewart
220973 – 02 – SK002	Ravensfield Quarry Site Analysis Plan	2	B	10/5/2023	Barker Ryan Stewart

Documentation			
Document	Reference	Date	Prepared by: (consultant)

Ravensfield Sandstone Quarry – Extractive Industry - Statement of Environmental Effects	FY2023203 7-PWO- ENV-RP- 0002-A0	May 2023 (v.1)	NSW Public Works
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LIMITATION OF DEVELOPMENT

2. The extractive industry is limited to extracting a maximum of 6,000m³ sandstone. The person having the benefit of this consent is to keep year on year records of the amount of sandstone extracted from the work zone and the amount and date of transporting the material from the site.

CONTRIBUTIONS & FEES

3. In accordance with section 7.11 of the Environmental Planning and Assessment Act 1979, the proponent will pay an annual contribution to Maitland City Council towards the cost of maintenance of local roads used for haulage of quarry products. The contribution is to be calculated in accordance with the formula included in the Maitland City Wide Development Contributions Plan in operation at the time the payment is required.

To facilitate the calculation of the section 7.11 contribution, the proponent is to submit an annual audited statement to Maitland City Council following the end of each fiscal year. As there is more than one haulage route approved under the consent the audited statement is to include the total tonnage of material hauled and the length of each road travelled during the preceding year.

REPORTS

4. A Dilapidation Report shall be submitted to Council prior to any works commencing, including construction works on the acces road and/or vegetation removal. The report shall be prepared by an engineer or other suitably qualified person. The report shall cover the local road network for the full length of Quarry Road (from the access gate to 156 Quarry Road to the intersection with Owlpen Lane) and for part of Owlpen Lane (from the intersection with Quarry Road to the access driveway of 73 Owlpen Lane), inclusive of public infrastructure that could be potentially damaged by the works. The report shall include a description of the location and nature of any existing observable defects to the road network and existing public infrastructure, including a photographic record.
5. A final dilapidation survey report shall be prepared and submitted to Council at the completion of the extraction of the 6,000m³ to ascertain if any structural or cosmetic damage associated with the development has occurred to the local road network and infrastructure specified in the earlier report. Any damage identified in the dilapidation survey report deemed to be a result of the construction and operation of the development shall be repaired at the expense person having the benefit of the consent.

VEHICLE ACCESS

6. Prior to commencement of the extractive industry, the access road within the site shall be constructed of a suitable stabilised material and designed in accordance with Maitland City Council's Manual of Engineering Standards considering the loads and frequency of vehicle movements identified in the Traffic Impact Assessment by Barker Ryan Stewart (April 2023).

DUST MEASURES

7. **Use and occupation of the development site shall not cause dust nuisance under the POEO Act**, the use and occupation of the development shall not give rise to any dust nuisance as defined under the Protection of the Environment Operations Act, 1997.

ACOUSTIC MEASURES

8. **Restriction on working hours for the extractive industry**, unless otherwise approved by Council in writing, work shall be carried out between the hours of:

- a) 7.00am to 6.00pm Monday to Friday
- b) 8.00am to 1.00pm Saturday

Any work performed on Sunday's or Public Holidays that may cause offensive noise, as defined under the Protection of the Environment Operations Act, is prohibited.

9. **Construction related activity not to cause offensive noise**, operations on the premises during construction including all plant and equipment must not give rise to any offensive noise defined under the Protection of the Environment Operations Act, 1997.

10. **A complaints register is to be maintained**, recording information including the date and time, the complaint and the complainant's details, comments by the extractive industry operator as to what activities (if relevant) were being undertaken at the time. The complaint register is to be made available to Council officers on request. To facilitate information for complaints, a sign must be erected in a prominent position at the front gate showing:

- a) the name, address and telephone number of the Principal Certifier for the work, and
- b) the name of any principal contractor and their after-hours contact number, and
- c) must contain a statement that unauthorised entry to the site is prohibited.

The sign must be maintained while the work is being carried out and is to be removed when the work is completed.

11. **Use and occupation of the premises not to cause offensive noise under POEO Act**, the use and occupation of the premises including all machinery, shall not give rise to any offensive noise as defined under the Protection of the Environment Operations Act, 1997.

12. **Activity not to create offensive noise at boundary of property**, the activity shall not create offensive noise that is detectable at the boundary of the property.

13. The construction and daily operations of the development are to be undertaken in accordance with the noise management recommendations set out in Section 7 of the report prepared by SLR Consulting Australia Pty Ltd, 11/04/2023 (Ref: 630.30517.00000-R01).

WASTE

14. The construction and daily operations of the development are to be undertaken in accordance with Sections 4 & 5 of the Waste Management Plan by Barker Ryan Stewart, dated April 2023 (ref. 220973).

15. No rubbish shall be stockpiled in a manner which facilitates the rubbish to be blown off site.

STORMWATER DRAINAGE

16. **Prior to the commencement of the extractive industry**, a drainage design shall be prepared by a suitably qualified and experienced drainage engineer, in accordance with Council's Manual of Engineering Standards. The major system requirements shall include, but not limited to, the following:
- a) A major stormwater drainage system catering for discharge from the site of works to the natural watercourse.
 - b) A stormwater settling pond shall be provided to contain flows to be held until meeting standards allowing discharge from the site.
 - c) A stormwater water quality system to collect gross pollutants, sediment, nutrients and any hydrocarbons generated from the disturbed areas of the site including the quarry pit and the new roads.
 - d) Uncontaminated water must be diverted away from stockpile and/or remediation areas and all exposed surfaces on the site.
 - e) Water arising from operations on the site must be managed and/or disposed of in an approved manner to ensure that pollution of waters does not occur.

EROSION AND SEDIMENT CONTROL

17. **Prior to commencement of the extractive industry**, Sediment controls must be installed as per the Managing Urban Stormwater: Soils and construction (the 'Blue Book', 4th Edition, March 2004) and the Statement of Environmental Effects, the Bulk Earthworks Plan, Soil and Water Management Plan, Stormwater Management Plan, Waste Management Plan, Traffic Impact Assessment, Operations and Rehabilitation Plan, and Preliminary Site Investigation. Where a conflict exists between the Blue Book and supporting documentation for the Blue Book takes precedence.

CONTAMINATION

18. Sampling and testing of any stockpiled overburden/fill material shall be conducted prior to re-using elsewhere within the development site/lot. If stockpiled overburden/fill material is to be disposed of off-site, a waste classification assessment, in accordance with the NSW EPA Waste Guidelines, must be conducted by a qualified and experienced environmental consultant.
19. If potential contamination is encountered, site works are to cease, and a suitable environmental consultant is to be engaged for assessment. Council must be notified if this occurs and must be provided with any resulting reports and recommendations.
20. **Classification of waste material prior to its removal from the site**, all waste material that arises as a result of the works shall be classified according to the NSW EPA Guidelines prior to removal from the site.
21. **Waste material disposal to approved facility**, all waste material must be disposed of at a facility approved for that purpose.
22. **Demolition / construction to cease where contamination encountered during works**, in the event of an undisclosed or unidentified contamination being found on-site or any potentially contaminating infrastructure (e.g. underground storage tanks) or soils (e.g. staining, odours, asbestos) being identified during works, a qualified and experienced consultant must inspect, review and advise on remediation or mitigation prior to further construction proceeding. Council must be notified if this occurs and must be provided with any resulting reports and recommendations.

23. **Limitations on type of filling material permitted (minor filling proposals only),** only natural earth material, free of contamination shall be deposited on the land. Under no circumstances shall contaminated fill material including fines, putrescible wastes, (including timber, paper, green waste, food etc), oil products (including petrol, bitumen, asphaltic concrete etc), plastic, and the like, be deposited on the land unless expressly authorised by this development consent.
24. **Activities not to pollute waters,** all activities shall be undertaken to prevent the pollution of waters.
25. **Bundling requirements for tanks and bulk liquid storage containers,** tanks and bulk liquid storage containers shall be stored in a bunded area. The bund shall be constructed of impervious materials and shall be of sufficient capacity to contain 110% of the volume of the tank, or 110% volume of the largest tank where a group of tanks are installed, allowing for volume loss due to multiple tanks. Walls heights and distances from tanks shall be calculated based on the requirements of relevant Australian Standards.
26. The project must also follow the recommendations set out in the Preliminary Site Investigation Report (Ref: P-FY20231696-PWO-GEO-RP-001-A1) prepared by NSW Public Works Department of Regional NSW, dated 28 March 2023 relating to the handling of potentially contaminated materials.
27. **Tree Clearing,** a Suitably qualified person shall conduct a pre-clearing survey within a suitable time-period prior to construction works to identify significant habitat features such as hollow bearing trees, logs and nests.
Note: no HBTs were identified within impact area but nests and logs may be identified during a pre-clearing survey.
28. **Prior to the commencement of construction works,** a Construction Environmental Management Plan (CEMP) is to be submitted to and approved by Council. The required CEMP must outline the sequence and construction methodology and specify mitigating measures to ensure all works are carried out with minimal environmental impact in relation to the project, weed management, erosion management, waste management, noise management, dust management*, traffic management and environmental management.

The CEMP shall also address material requiring disposal from the site, which requires classification in accordance with the NSW EPA (2014) Waste Classification Guidelines, or a relevant resource recovery order/exemption under Part 9, Clause 91 to 93 or the POEO (Waste) Regulation 2014. Should fill material be imported to the site, it is to be classified as Virgin Excavated Natural Material as described in the NSW EPA (2004) Waste Classification Guidelines, or meet a relevant resource recovery order/exemption.

- * the dust management component of the CEMP shall include the dust suppression measures detailed in the NSW Public Works correspondence dated 30 November 2023.

REHABILITATION

29. The extractive industry shall be constructed, operated and rehabilitated in accordance with the Operations and Rehabilitation Plan by Barker Ryan Stewart, dated November 2023 (ref. 220973) subject to the following:
- a) Mapping of the rehabilitation area. Required map(s) should identify the following:
 - i. Management zones

- ii. Weed density across works area
 - iii. Vegetation communities (to guide appropriate plant selection)
 - iv. Area size for total rehab area, management zones and vegetation communities
- b) Detail on topsoil translocation (section 5.3 of the Plan). It must be advised if the topsoil is to be used as a revegetation/seed bank technique, including detail on methodology.
 - c) A detailed works program including a planting schedule listing species, estimated number of seedlings, and spacing.
 - d) The rehabilitation plan is to restore all structural layers (i.e., canopy, midstorey, understorey) and is to provide details of suitable species selection .
 - e) The weed management section shall include a full list of target weed species identified on site. This should include Weeds of National Significance (WoNS), State and Regional Priority weeds as well as Species of Concern, and environmental weeds that may negatively impact revegetation outcomes.

A Rehabilitation Plan in accordance with the above is to be submitted to Council for approval prior to commencement of works.

HERITAGE

- 30. The recommendations in Section 7.1 of the Heritage Impact Statement by NSW Public Works (dated April 2023) are to be implemented. The implementation of the heritage induction is to be prepared by a suitably qualified archaeologist and be carried out prior to commencement of works and throughout the daily operations.
- 31. Before commencement of construction works, a photographic archival recording shall be undertaken in accordance with the Heritage NSW Heritage Information Series, 'How to Prepare Archival Records of Heritage Items' and 'Photographic Recording of Heritage Items Using Film or Digital Capture'. The recording shall be undertaken by a suitably experienced heritage specialist in the field. Four copies of the recording, including a floor plan and site plan, a history of the Brown's Stone Quarry (Heritage Impact Statement, dated April 2023), shall be produced for distribution to the NSW Heritage Office, the State Library of NSW, Maitland City Council and the owner within 28 days of completion of the demolition works/operations.

ARCHAEOLOGY

- 32. The recommendations in Section 5.2 of the Due Diligence report by NSW Public Works (dated April 2023) are to be implemented prior to commencement of construction works.

ADVICES

- A. It is recommended a Conservation Management Plan be prepared for the site.
- B. Safe Work NSW recommends that those persons undertaking the work have the following qualifications:
 - (i) Work carried out on the ground – a minimum of one person holds the qualification of Certificate II in Horticulture (Arboriculture);
 - (ii) All tree climbing works should be carried out by a person who holds a minimum Certificate II in Horticulture (Arboriculture) or be undertaking a course to obtain this qualification. All tree climbing work should be directly supervised by a person with a minimum qualification of Certificate III in Horticulture (arboriculture).

Additional information in respect to Safe Work NSW requirements/procedures (eg. the Amenity Tree Industry Code of Practice) can be obtained from their website: <https://www.safework.nsw.gov.au/home>.

- C. You are advised that in regard to potential soil erosion from the site, such pollution of the environment is an offence under the Protection of the Environment & Operations (POEO) Act and may incur infringement fines.
- D. You (or the owner) are advised to notify Council in writing, of any existing damage to the street infrastructure (including landscaping) along the frontage of the property, prior to commencement of construction. The absence of such notification signifies that no damage exists. Where necessary repairs are carried out by Council, the owner of the property shall be held liable for the cost of those repairs.
- E. You are advised that the issue of this development consent does not amount to a release, variation or modification by Council of any covenant or easement applicable to this property and that Council will not be held responsible when action on this consent results in any loss or damage by way of breach of matters relating to title of the property.
- F. You are advised that any proposed advertising signs are subject to a separate Development Application to Council.

City Planning

DA/2023/398 - EXTRACTIVE INDUSTRY (SANDSTONE QUARRY & ASSOCIATED SITE WORKS) AT 156 QUARRY ROAD FARLEY NSW 2320

Public Submissions (Under Separate Cover)

Meeting Date: 9 April 2024

Attachment No: 5

Number of Pages: 28

[REDACTED]

From: [REDACTED]
Sent: Friday, 9 June 2023 1:46 PM
To: Maitland City Council
Subject: Objection to Quarry at Farley NSW 2320
Attachments: [REDACTED]

ATTN: GOVERNANCE

RE: Objection to Quarry at Farley NSW 2320

Farley residents have been informed a DA has been lodged to reinstate an active quarry in Farley, NSW.

Farley neighbourhood [REDACTED] gathered to discuss the effects of an active quarry next to [REDACTED] properties.

Please find attached 4 objections to the DA lodged by the council to re-establish a quarry (or The Quarry) at Farley, NSW 2320.

[REDACTED] look forward to a positive response to our objections.

Regards,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

9/6/2023

Attn: Info@Maitland.nsw.gov.au

Subject: OBJECTION TO QUARRY, Farley NSW

Governance:

My name is [REDACTED] live at [REDACTED] Farley NSW 2320

On Friday, 2 June 2023, [REDACTED] received notification via letterbox drop, that the council has lodged a DA for the extraction of sandstone [REDACTED]

[REDACTED] would like to object on the following grounds:

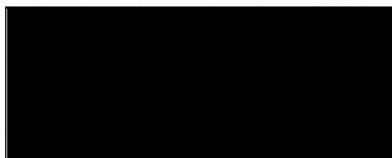
- Water
- Dust
- Noise

In explanation:

- Water. [REDACTED] that work in the mining industry [REDACTED] explained the process to [REDACTED] and [REDACTED] understand that there will be negative implications to our tank water, [REDACTED] gutters, [REDACTED] general health. [REDACTED] are on tank water only. [REDACTED] feel confident that [REDACTED] water supply will be compromised by the works. [REDACTED] strongly object to the quarry becoming active in the Farley area and the extraction of the sandstone so close to [REDACTED]
- Dust. [REDACTED] have asthmatics in my family. [REDACTED] feel confident that the dust will be immense and will also compromise not only [REDACTED] water supply but also the health of [REDACTED]. The dust will get into our gutters and by default, air-conditioning units. [REDACTED] laundry will be affected as well. [REDACTED] strongly object to the quarry becoming active in the Farley area and the extraction of the sandstone so [REDACTED]

[REDACTED] less than [REDACTED] from the proposed boundary lines.

Noise [REDACTED] object to the noise of roads being expanded, semi-trucks travelling past, and sandstone being excavated and cut [REDACTED]



[REDACTED]

From: [REDACTED]
Sent: Friday, 9 June 2023 1:46 PM
To: Maitland City Council
Subject: Objection to Quarry at Farley NSW 2320
Attachments: [REDACTED]

ATTN: GOVERNANCE

RE: Objection to Quarry at Farley NSW 2320

Farley residents have been informed a DA has been lodged to reinstate an active quarry in Farley, NSW.

Farley [REDACTED] gathered to discuss the effects of an active quarry next to [REDACTED] properties.

Please find attached [REDACTED] objections to the DA lodged by the council to re-establish a quarry (or The Quarry) at Farley, NSW 2320.

[REDACTED] look forward to a positive response to [REDACTED] objections.

Regards,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

|
|

[REDACTED]

[REDACTED]

9/6/2023

Attn: Info@Maitland.nsw.gov.au

Subject: OBJECTION TO QUARRY, Farley NSW

Governance:

live at Farley NSW 2320

On Friday, 2 June 2023, received notification via letterbox drop, that the council has lodged a DA for the extraction of sandstone on the back of my property.

would like to object on the following grounds:

- Water
- Dust
- Noise

In explanation:

- Water. have that work in the mining industry explained the process to and understand that there will be negative implications to tank water, gutters, general health. are on tank water only. feel confident that water supply will be compromised by the works. strongly object to the quarry becoming active in the Farley area and the extraction of the sandstone.
- Dust. have asthmatics in feel confident that the dust will be immense and will also compromise not only water supply but also the health of. The dust will get into gutters and by default, air-conditioning units. laundry will be affected as well. strongly object to the quarry becoming active in the Farley area and the extraction of the sandstone.

is less than from the proposed boundary lines.

Noise object to the noise of roads being expanded, semi-trucks travelling past, and sandstone being excavated and cut

[REDACTED]

From: [REDACTED]
Sent: Friday, 9 June 2023 1:46 PM
To: Maitland City Council
Subject: Objection to Quarry at Farley NSW 2320
Attachments: J [REDACTED]

ATTN: GOVERNANCE

RE: Objection to Quarry at Farley NSW 2320

Farley residents have been informed a DA has been lodged to reinstate an active quarry in Farley, NSW.

Farley [REDACTED] gathered to discuss the effects of an active quarry next to [REDACTED] properties.

Please find attached [REDACTED] objections to the DA lodged by the council to re-establish a quarry (or The Quarry) at Farley, NSW 2320.

[REDACTED] look forward to a positive response to [REDACTED] objections.

Regards,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
|
|
[REDACTED]

[REDACTED]

9/6/2023

Attn: Info@Maitland.nsw.gov.au

Subject: OBJECTION TO QUARRY, Farley NSW

Governance:

live at Farley NSW 2320

On Friday, 2 June 2023, I received notification via letterbox drop, that the council has lodged a DA for the extraction of sandstone on the back of my property.

I would like to object on the following grounds:

- Water
- Dust
- Noise

In explanation:

- Water: I am on tank water and I worked in the mining industry for many many years, I feel confident that my water supply will be compromised by the works.
- Dust. Again, I worked in the mining industry for many years, and as I understand the processes ... I am confident the dust will be great and will compromise my water supply, my health and my surroundings. The dust will get into my gutters and my air-conditioning units. I will be forced to keep my windows closed and my laundry will be affected by the dust as well.
- Noise. I am less than 10m from the boundary lines of the proposed DA. I object to the noise of roads being expanded, semi-trucks travelling past, and sandstone being excavated and cut so close to my property.

I look forward to a response,

[REDACTED]

From: [REDACTED]
Sent: Friday, 9 June 2023 1:46 PM
To: Maitland City Council
Subject: Objection to Quarry at Farley NSW 2320
Attachments: [REDACTED]

ATTN: GOVERNANCE

RE: Objection to Quarry at Farley NSW 2320

Farley residents have been informed a DA has been lodged to reinstate an active quarry in Farley, NSW.

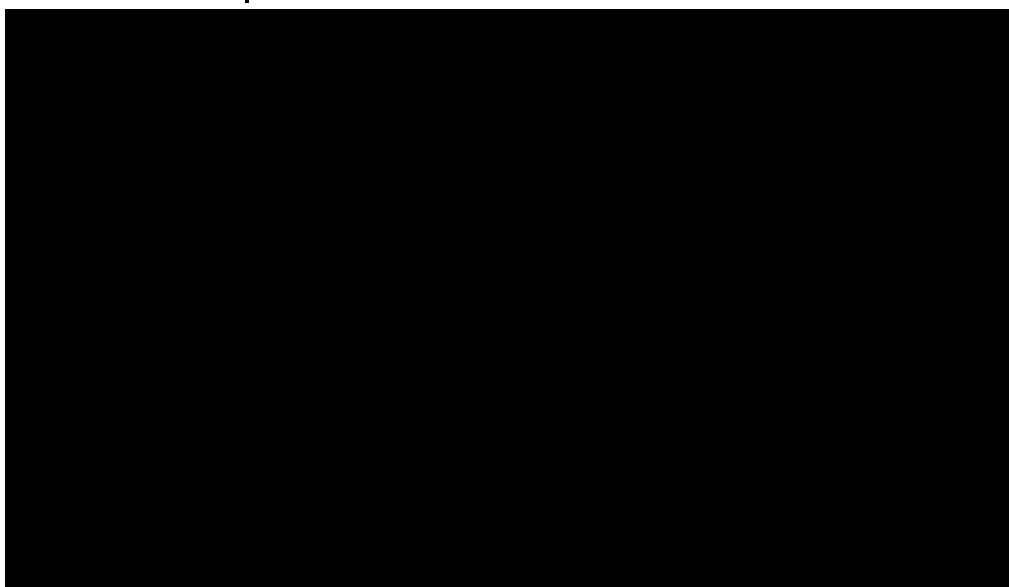
Farley [REDACTED] gathered to discuss the effects of an active quarry next to [REDACTED] properties.

Please find attached [REDACTED] objections to the DA lodged by the council to re-establish a quarry (or The Quarry) at Farley, NSW 2320.

We look forward to a positive response to our objections.

Regards,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
|
|
[REDACTED]



9/6/2023

Attn: info@maitland.nsw.gov.au

Subject: OBJECTION TO QUARRY, Farley NSW

Governance:

live at Farley NSW 2320

On Friday, 2 June 2023, received notification via letterbox drop, that the council has lodged a DA for the extraction of sandstone

would like to object on the following grounds:

- Water
- Dust
- Noise

In explanation:

- Water. are on tank water and in the mining industry for over years. feel confident that water supply will be compromised by the works.
- Dust. Again, in the mining industry for over years and, understanding the process ... it should go without saying that the dust will be immense and will also compromise not only water supply but also the health. The dust will get into gutters and by default, air-conditioning units. laundry will be affected as well.

experience in this area (with) and they have to have their gutters cleaned out 3-4 times per year and have to keep their windows closed in addition to health issues.

vehemently object to an active quarry so

- Noise. is within less than from the boundary lines of the proposed DA. object to the noise of roads being expanded, semi-trucks travelling past, and sandstone being excavated and cut

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

11th June 2023

[REDACTED]
Maitland City Council
PO Box 220
Maitland, NSW 2320

To [REDACTED]

[REDACTED] writing to **object** to the development of the EXTRACTIVE INDUSTRY (Sandstone Quarry & Associated Works) at 152/1189168 - 156 QUARRY ROAD FARLEY DA/2023/398.

[REDACTED] property in [REDACTED] the proposed Sandstone Quarry. In the terms of the **Noise and Vibration Impact Assessment** prepared by SLR, [REDACTED] property is [REDACTED] [REDACTED] from the proposed extraction site.

[REDACTED] concerns with the proposed development include

1. **Noise** – [REDACTED] [REDACTED] from the extraction site and will be impacted by the noise from the operation of machinery. There are no noise mitigating measures in the Noise and Vibration Impact Assessment other than it will get better with time. According to the Noise and Vibration Impact Assessment, there are **31 properties within 1km** of the extraction site. Where are the noise walls? [REDACTED]
[REDACTED]
2. **Dust** - The material to be extracted is sandstone and as such silica dust will be generated. This dust will become airborne and will end up on [REDACTED] and in [REDACTED] water tank and therefore in [REDACTED] drinking water. Furthermore, silica dust is a health hazard and silicosis is a major health concern for stone workers. [REDACTED] not convinced that the dust generated from the extraction is no risk to the health of [REDACTED].
3. **Water management** – the dams adjacent to the proposed extraction area are small. These dams will overflow into the local waterways several times per year. Contaminants from the extraction will regularly enter the waterways.
4. **Trucks** – Access to the extraction site is proposed to be via Quarry Road which is thin and poorly maintained. There are a couple of tight turns with poor visibility on approach to the turns. Quarry Road is not a suitable road for trucks at present. Will Quarry Road be

upgraded with suitable pavement, width, drainage and visibility improvements to accommodate the proposed development?

5. **The operator of the site** – The owner of the property will operate the quarry. The operator does not have the experience or the resources to manage the environmental and community responsibilities of operating and extractive site. The environment and community will suffer for it. Will the Department of Regional NSW bail out the operator to ensure environmental and community management obligations of a backyard operator are met?

Please consider [REDACTED] concerns for the health, safety and wellbeing of [REDACTED] for the neighbours of 156 Quarry Road Farley and other impacted properties that the proposed development will impact upon in your deliberations and **reject the development application** for a Sandstone Quarry & Associated Works.

Sincerely,

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

DA/2023/398

Property 152/1189168- 156 Quarry Road Farley NSW 2320

Description: Extractive Industry (Sandstone Quarry & Associated site Works)

Applicant: Department of Regional NSW

Consent Authority: Maitland City Council

Close date for Submission : **19/06/2023**

Submissions to be [REDACTED] [REDACTED] [REDACTED]

Key Points

The sandstone cutting works is proposed to operate during business hours

Monday to Friday 0700 -1800

Saturday 0800 – 1300

The **closest property is 420 meters** from the sandstone cutting works.

There are **31 properties within 1 km** of the sandstone cutting works.

Extraction of sandstone will result in silica particles in the air. Inhaling silica dust may lead to silicosis.

Dust from the sandstone cutting works will land on your roof and end up in your water tank.

Contaminated water will run off from the site and end up in local waterways during weather events.

Trucks in and out of the site will add more damage to already undermaintained roads.

Once and industrial development is established on the site, further industrial developments could easily follow.

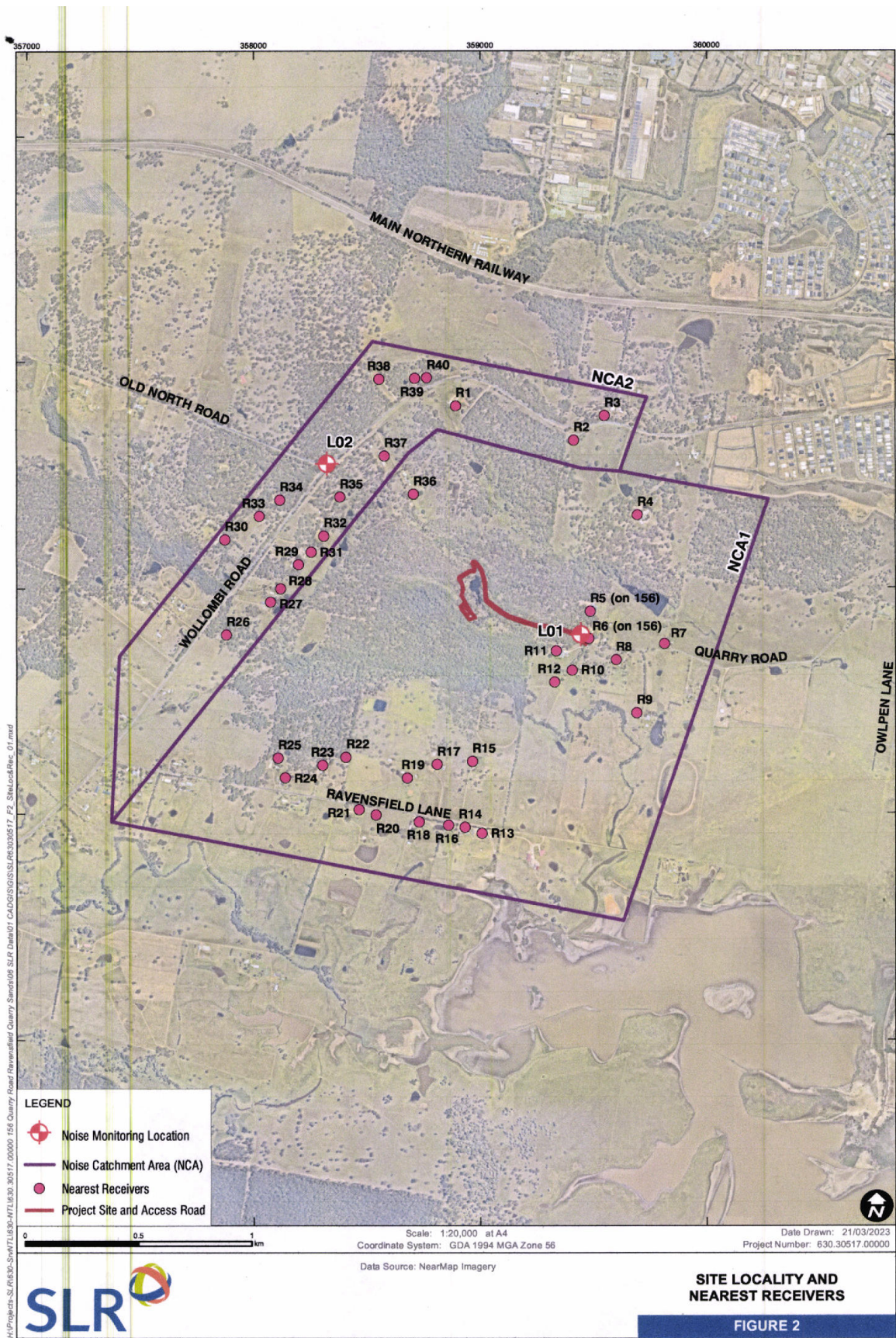
2.1 Project Overview and Identification of Noise Sensitive Receivers

Based on available aerial images, the nearest residential, commercial and industrial receptors that have the potential to be impacted by noise emissions from the Project have been identified for investigation in this assessment. The locations of the nearest sensitive receptors and their respective Noise Catchment Area (NCA) (see Section 5) are shown in Figure 2 and Table 1.

Table 1 Identified Sensitive Receptors and Relative Distance from Site

Receiver ID	Noise Catchment Area	Distance from site (km)
R01 - 331 Wollombi Road, Farley	NCA2	0.91
R02 - 319 Wollombi Road, Farley	NCA2	0.89
R03 - 312 Wollombi Road, Farley	NCA2	1.05
R04 - 303 Wollombi Road, Farley	NCA1	0.85
R05 - 156 Quarry Road, Farley	NCA1	0.53
R06 - 156 Quarry Road, Farley	NCA1	0.54
R07 - 122 Quarry Road, Farley	NCA1	0.87
R08 - 139 Quarry Road, Farley	NCA1	0.68
R09 - 131 Quarry Road, Farley	NCA1	0.86
R10 - 157 Quarry Road, Farley	NCA1	0.52
R11 - 161 Quarry Road, Farley	NCA1	0.42
R12 - 157 Quarry Road, Farley	NCA1	0.49
R13 - 160 Ravensfield Lane, Bishops Bridge	NCA1	0.98
R14 - 160 Ravensfield Lane, Bishops Bridge	NCA1	0.95
R15 - 151 Ravensfield Lane, Bishops Bridge	NCA1	0.66
R16 - 161 Ravensfield Lane, Bishops Bridge	NCA1	0.95
R17 - 151 Ravensfield Lane, Bishops Bridge	NCA1	0.69
R18 - 140 Ravensfield Lane, Bishops Bridge	NCA1	0.96
R19 - 107 Ravensfield Lane, Bishops Bridge	NCA1	0.79
R20 - 110 Ravensfield Lane, Bishops Bridge	NCA1	0.99
R21 - 110 Ravensfield Lane, Bishops Bridge	NCA1	1.00
R22 - 105 Ravensfield Lane, Bishops Bridge	NCA1	0.85
R23 - 95 Ravensfield Lane, Bishops Bridge	NCA1	0.94
R24 - 77 Ravensfield Lane, Bishops Bridge	NCA1	1.10
R25 - 77 Ravensfield Lane, Bishops Bridge	NCA1	1.07
R26 - 547 Wollombi Road, Farley	NCA2	1.08
R27 - 521 Wollombi Road, Farley	NCA2	0.88
R28 - 521 Wollombi Road, Farley	NCA2	0.84
R29 - 499 Wollombi Road, Farley	NCA2	0.79
R30 - 514 Wollombi Road, Farley	NCA2	1.13
R31 - 495 Wollombi Road, Farley	NCA2	0.75

Receiver ID	Noise Catchment Area	Distance from site (km)
R32 – 471 Wollombi Road, Farley	NCA2	0.73
R33 – 490 Wollombi Road, Farley	NCA2	1.02
R34 – 490 Wollombi Road, Farley	NCA2	0.98
R35 – 471 Wollombi Road, Farley	NCA2	0.77
R36 – 427 Wollombi Road, Farley	NCA1	0.58
R37 – 429 Wollombi Road, Farley	NCA2	0.79
R38 – 412 Wollombi Road, Farley	NCA2	1.10
R39 – 398 Wollombi Road, Farley	NCA2	1.06
R40 – 312 Wollombi Road, Farley	NCA2	1.05





Maitland City Council
263 High Street
MAITLAND 2320

DOC No.	
REC'D	14 JUN 2023 MCC
FILE No.	
REFER	

Dear Sir,

I wish to lodge an objection to the proposed Sandstone Quarry and associated site works at 156 Quarry Road, Farley. My objections are as follows:

Noise Levels: Which have currently been measured at ambient levels but will these measurements be redone when the excavator is in action? My property will be approximately .05kms from the rockface.

Dust Levels: (possible) Extraction of the Sandstone will result in silica particles in the air. Silica dust has known carcinogenic qualities. Engineered Sandstone contains 70-90% respirable crystalline silica in its natural state. Once it is in the process of excavation very minute particles will be released. This is supposed to be contained by constant water dousing the dust from the excavation surface. If any of this dust escapes the site it will be carried by natural forces towards thirty properties within one kilometre of this site. As most of these properties are on tank water, there is great potential for dust to be washed into my tanks plus dust deposited on my pastures, washing, children playing outdoors, etc. The scenario is possible for anyone drinking, washing, cleaning and so on, to develop silicosis, the effects of which are irreversible. These people may develop progressive, massive fibrosis and respiratory impairment which may lead to death. Will Council be agreeable to testing my tank water supplies before this work commences and then re-test in a couple of months to see if I am exposed to silica dust? Should the test results be shown to be positive, what action would Council be prepared to take to remedy this situation?

Condition of Quarry Road to support 25 metre rigid trucks coming to the site to deliver and transport Sandstone Slabs (totalling 6000 cubic metres). This road is narrow and any local vehicles will have no way of pulling to the side as there is no existing lay by.

I feel compelled to keep my doors and windows closed until there is proof that no dust is escaping from the site. Will Council be inspecting the site to Work Health and Safety standards to ensure that the excavations are carried out to the letter of the legislation?

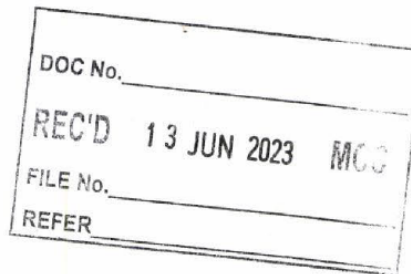
I am a rate payer of my years' standing and I am not happy about the present environment being impacted by noise, dust, excess traffic and the loss of my current peaceful enjoyment of life. The reason I mention this is because I bought this property for just those reasons, and I feel to mention this is a valid reason to ask respectfully for your consideration of my objections.

Your sincerely,



[REDACTED]
FARLEY 2320

14-06-2023



[REDACTED]
[REDACTED]
WE WERE RECENTLY INFORMED, THE QUARRY AT FARLEY CONSIDERATION WAS DISCUSSED ON REOPENING TO REMOVE THE SANDSTONE.

[REDACTED] HAVE GRAVE CONCERNS, RE THIS ISSUE.

1 THE PROXIMITY TO [REDACTED] PROPERTY, IS [REDACTED] [REDACTED] [REDACTED] FRONT DOOR

2 THE BLASTING OF THE SANDSTONE PRODUCES DUST. THE DUST FROM THE SANDSTONE PRODUCES 80% TO 90% SILICA, AND PRODUCES , CHRONIC SILICOSIS, THUS RENDERING SERIOUS RESPIRATOY ISSUES. THE ISSUE IS PRESENTLY UNDER REVIEW, FROM OCCUPATIONAL HEALTHY AND SAFETY, WITH MAJOR CONCERNS, TO THE EMPLOYEES , SUFFERING THE CONSEQUENCES OF THIS ISSUE.

3 IN [REDACTED] SITUATION [REDACTED] LIVE ON A RURAL PROPERTY, AND THERFORE DRINK THE WATER IN [REDACTED] TANK FROM THE ROOF. OUR CATTLE FEED AND DRINK FROM [REDACTED] DAMS

[REDACTED] AND THERFORE HAS [REDACTED]

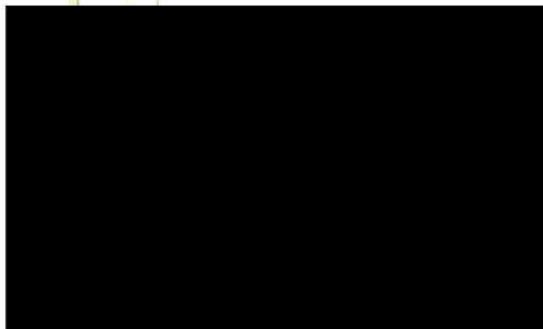
4 INFRASTRUCTURE [REDACTED] A LANE NOT A HIGHWAY, [REDACTED] ALREADY HAVE TRUCKS FROM THE TREATMENT WORKS. [REDACTED] ROAD IS CONSTANTLY UNDER REPAIR. [REDACTED] THEN MOVE ONTO WOLLOMBI ROAD WHICH IS A VERY DANGEROUS ROAD, WHICH [REDACTED] AM SURE YOU ARE AWARE OF

5 [REDACTED] CONCERN CONTINUE WITH THE NOISE LEVELS AND THE DUST, WHICH [REDACTED] SURE WILL BE HARD TO MEASURE

FINALLY THE FARLEY COMMUNITY WILL NOT ACCEPT THIS , WE HAVE BEEN
FACED WITH DEVELOPMENT WITH NO INFRASTRUCURE

■ FEEL THE GENERAL HEALTH AND WELL BEING OF OUR COMMUNITY IS OF
GREAT IMPORTANCE, TO US AND OUR COMMUNITY

YOURS SINCERLEY



[REDACTED]

From: [REDACTED]
Sent: Thursday, 15 June 2023 10:55 AM
To: Maitland City Council
Subject: ATT: Brian Gibson. DA/2023/398

DA/2023/398.

Hi,

I have some queries regarding the above DA.

[REDACTED] a property which is [REDACTED] away from the proposed DA. I am curious as to why we have not received notification from council that this is happening?

It is most concerning that I find out from people of the public. I hope [REDACTED] notification will be arriving soon with details outlining [REDACTED] options to provide opinions and feedback.

Have topics like the following been discussed?

- What is council proposing, or what will the owners do to prevent the impact this will have on the environment and the health risks it poses to the public, in particular the residents that live near by.
- Plans for the excess dust, what will the owners do, to prevent this from reaching neighbouring properties and impacting those with asthma or worsening the condition of those with lung conditions. Silicosis poses a massive threat to those within 1km from the sandstone cutting works.
- I would presume a health surveillance document would have had to accompany the application. I believe this has to be made accessible to the public, can you please provide a copy of this.
- How are the owners going to cut the sandstone?
- Considering in the past 2 years [REDACTED] have seen some major weather events where areas of Bishops Bridge and Farley have been cut off. How will the owners stop contaminated water run off ending up in local waterways?

Can you please let [REDACTED] know when [REDACTED] will receive notification from council and when the 6 weeks starts and stops. I would like to put forward the idea that Maitland City Council ensure and INSPECT a dirt mound be built around the entire sandstone cutting works in which the owners plant hedges. This will contain the dust, noise and lessen any health risks.

I await your reply.

Many Thanks

[REDACTED]

A quarry is never great for the environment. The dust, noise and habitat loss are the 3 main areas of concern.

■ acknowledge reports provided as part of DA and believe they are biased to the developer.

Noise

■ property is ■ proposed quarry site and ■ very concerned about noise from drilling, sawing, heavy machinery etc operating on site and trucks being loaded and moving around the property. Reports provided suggest noise is not an issue. ■ say RUBBISH! ■ particularly concerned about the ridiculously extensive hours of operation applied for in the DA.

■ spend significant time on ■ land bordering the proposed development and it is heart breaking to think the serene environment of our rural holding will be destroyed if this application is approved by council.

Fauna

■ know for certain and can provide photos that the proposed quarry site is home to several endangered and vulnerable native species of bird and marsupial. ■ have seen little gliders in the area, Echidnas and many rare birds species. ■ have ■ on this property ■ delighted by rare plant species also. ■ think a much more extensive Flora and Fauna report specific to this site would need to be obtained before council could pass judgement on this DA.

Dust

■ am very concerned about the impact of dust from the proposed quarry on local residents. The report says residents won't be impacted but ■ say RUBBISH! Anyone who has seen the dust whipping up on the residential developments around Farley knows that dust from an open quarry is going to be significant and very detrimental to health and enjoyment of residents private properties.

Flora

As part of ■ had a Bushfire Consultant visit ■ site. Newcastle Bushfire Consultancy identified that under the TSCA and new Biodiversity Conservation Act 2016 legislation that ■ unlikely to be able to clear any trees for ■ due to an endangered ecological community of Lower Hunter Spotted Gum and Ironbark Forest. ■ am aware the proposed quarry site has these very same trees. Will these trees be allowed to be cleared from the proposed quarry site given they are part of an endangered ecological community?

Proposed Hours of Operation

The proposed hours of operation of 6am until 10pm with 6 days of operation per week are simply devastating to ■. This means ■ are exposed to the noise from the proposed site without reprieve. ■ implore council if the development is approved to reduce the hours of operation to 8am until 4pm Monday to Friday only. Please at the minimum let ■ without the noise/traffic of the quarry. In residential areas the noise rules are strict to protect residents. Will the future and current residents of Farley be protected by their LGA council. The area where the proposed quarry is situated will be very densely populated land in the near future. The quarry should not be allowed to operate for the hours proposed.

Traffic

The report regarding traffic is very short sighted and does not take into account the extensive residential development proposed for Farley. Thousands upon thousands of residents will be impacted by the constant movement of machinery and rigid trucks through their residential space if the quarry is approved.

Aboriginal Heritage

■ have spoken at length with Aboriginal Elders at Barkuma Corporation and Cultural Centre Old Maitland Road Bishops Bridge and they believe that the cultural significance of our local area is extensive.

Given the proposed quarry's proximity to Parsons Creek the chances of cultural significance are inflated.

The elders of Wonnarua Country associated with Barkuma have assisted in cultural archaeological studies of the Hunter Valley Express Way area prior to its development and found some 40,000 artefacts that were documented, collected and catalogued. Given the vicinity to other significant aboriginal heritage sites in the Farley/Bishops Bridge area along Wollombi Road and as stated by the elders of Barkuma corporation ■ believe this Developmental Application should not be immune from Aboriginal Heritage studies and reports.

As stated the reports provided are insanely biased to the developer. Council should request their own independent reports to ensure fair assessment for community benefit. How is an unbiased assessment of the DA achieved by council when NSW Government agencies on behalf of the land owner are the applicants?

The proposed development will undoubtedly reduce the value of ■ land and future development potential. No-one wants to live ■ from a quarry! ■ were assured by council this would never be a concern when ■. ■ were told the Heritage Listing on the land would inhibit ANY development on site in the future and yet here ■ are! It is devastating that the enjoyment of ■ will be so negatively impacted by the proposed development.

■ will be incredibly disappointed and will seek compensation if Council approve this application that stands to destroy the essence of our rural land holding.

With deepest objection,

■

[REDACTED]
Farley , 2320

N.S.W.
[REDACTED] [REDACTED]

Regarding DA/2023/398. Property 152/1189168-156 Quarry Road, Farley. NSW, 2320

I am writing to STRONGLY OBJECT to the proposed quarry development.

- * The mining of sandstone creates very fine silica dust particles. The Department of Health and Human Services and the International Agency for Research on Cancer classify these as a 'known human carcinogen',

- * It would be highly irresponsible for a council to approve of such an operation, clearly being aware of the dangers to one's health, in an area which is being developed as a medium density population area. 'Ravensfield' estate is being rapidly expanded as this is being written.

- * The wind direction, on any given day, will carry the very fine particles of silica to this, and to the other areas of the expanding local population. The particles will not stop at a one kilometre radius, and will remain in the air for over a week.... Meaning it can be inhaled by many, for a long time.

- * The local access roads are not suitable for heavy vehicles, creating extreme safety concerns for the growing population.

Knowing the proven health results from exposure to silica dust, Maitland City Council must refuse the development application.

Regards
[REDACTED]

DOC No.	
REC'D	19 JUN 2023 MCC
FILE No.	
REFER	

RECEIVED BY CIT
DATE 19/6 12023
TIME 10:38



19 June 2023

Maitland Council
PO Box 220
Maitland NSW 2320

ATTN: Brian Gibson

SUBMISSION TO DA/2023/398 – 156 Quarry Road Farley 2320 (Ravensfield Quarry Site)

Thank you for providing the opportunity to comment on the abovementioned application.

Vivacity is a developer and operator of residential lifestyle communities for retirees and has partnered with the landowners at [REDACTED] to deliver a new community of approximately 220 home sites on these properties. An application is currently being prepared but has not yet been submitted to council. The properties are partially zoned R1 General Residential within the Farley Urban Release Area (URA) [REDACTED]

Given the status of planning approvals for the site, it is expected that the first homes will not be built or occupied until mid-2026. It is assumed, given the proposed quantity of extracted material, that the extractive works could be potentially completed before the site is occupied.

At this time, we have no specific objection to the proposal, however subject to the timeframes of the proposed works it is requested that the application consider mitigating the impacts to adjoining receivers (both current and future) given the zoning of the land, such as a dust monitoring system.

If you require any further information in relation to this matter, please do not hesitate to contact Tom Copping on 0425 555 383 or tom@vivacityproperty.com.au.

[REDACTED]
Yours Sincerely,

[REDACTED]
Planning Manager

PO Box H72, Australia Square NSW 1215
e:info@vivacityproperty.com.au
vivacityproperty.com.au

Farley 2320

N.S.W.

Atte [REDACTED]

DA 2023/398

Property 152/1189168 - 156 Quarry Road Farley 2320 N.S.W.

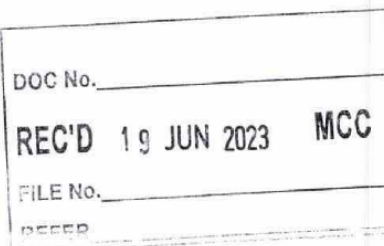
[REDACTED] would like to voice [REDACTED] strongest opposition to the proposed Sandstone Quarry (DA 152/1189168)at Quarry Road Farley.

Maitland Council has very recently approved the residential development of the area and as sandstone quarry is obviously incompatible with these developments

Silica dust is 100 times smaller than a grain of sand and can float in the air for up to 12 days , it is known to cause silicosis (an incurable lung disease) , lung cancer , Chronic Obstructive Pulmonary Disease as well as kidney disease. The department of health and human services as well as the International Agency for Research on Cancer classify respirate silica as a known human carcinogen.

With these known facts the proposed sandstone quarry would have a much more significant impact to the health and well being of the surrounding area and Maitland council would be not fulfilling their health and safety obligations if they were to approve such a development.

Additionally, extractive industry is not permitted under the current RU2 zoning and as the local land use is hobby farming or lifestyle land use it does not represent extensive agriculture and cannot be used as a basis for approving such a proposal.



RECEIVED BY C: T
DATE 19/6/2023
TIME 10:38-



FARLEY NSW 2320
PHONE 02 4932 5180

General Manager
Maitland City Council
PO Box 220
Maitland NSW 2320

19 June 2023

Dear Mr Evans,

**RE: 156 Quarry Road, Farley
DA/2023/398 Ravensfield Quarry**

Please find following some comments and reasons for objecting to the above application.

I was made aware of this proposal on Friday 16 June by [REDACTED] which is [REDACTED] proposed quarry. This has left [REDACTED] little time to formalise this objection.

Generally, the supporting documentation lacks cohesion and includes a number of incorrect addresses and factual errors. As these have little impact on this objection, I will now address my concerns.

1. Air Quality

Air quality is mentioned briefly at 6.14 in the SEE. As [REDACTED] has probably rightly pointed out her dam and water tanks are approximately 900m downwind (predominant) and stream of the proposed development. If this development is approved [REDACTED] will be living in an environment where [REDACTED] and others are expected to breathe the air and use the water adversely impacted by the development. The supporting documents don't make it clear the exact type of equipment to be used mining the sandstone and, therefore it is impossible to ascertain the impact. The impacts should be made clear before approving this application.

The Farley Wastewater Treatment Works are less than 2km downwind of this proposal. There is no mention of this in the supporting documentation.

The now well-known impacts of silica dust on the environment should be addressed before approving this application.

2. Water Quality

Water quality is also mentioned briefly at 6.16 in the SEE. Apparently there are both a Soil and Water Management Plan and a Stormwater Management Plan accompanying the SEE - neither have been made available by MCC for comment. The availability of these may have made it clearer what impacts will occur. These should be made available for comment before approval of this application.

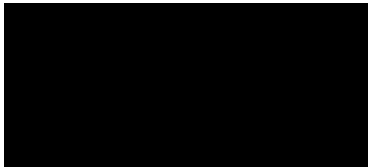
3. Traffic

The Traffic Impact Assessment supporting the application covers vehicle movements and little else. Quarry Road is a narrow (approx. 3.5m wide), gravel and poorly constructed road which crosses two water courses. Owlpen Lane is a little wider. Nowhere is the impact of vehicle weight addressed. Restrictions should be placed by MCC in any conditions of approval to limit infrastructure damage due to this development. Truck movements should be subject to a condition limiting their use to the route proposed in the TIA, ie. exiting along Wollombi Road to the A43.

In the absence of places to pull aside on Quarry Road and Owlpen Lane, lay-bys should be required to enable the clear flow of traffic. This may also be necessary to satisfy RFS requirements.

I look forward to Council addressing my concerns.

Yours sincerely,



██████████

From: ██████████
Sent: Monday, 19 June 2023 10:49 AM
To: Maitland City Council
Subject: DA/2023/398 - Attention - Brian Gibson
Attachments: SKM_C224e 23062009210.pdf

Hi ██████████

██████████ write to you in consideration of the abovementioned DA application currently with Council. ██████████ have attached an official, signed form noting "Person making submission in opposition"

██████████ have a few concerns that I'm certain Council will be aware of.

- **Airborne particles** - will have health repercussions for residents. As noted in the submitted SEE - *There will be minor impacts of noise, dust, vegetation removal extra vehicle movements and waste but these impacts can be minimised through implementation of mitigation measures.* ██████████ appreciate the measures required for control, but they can only minimise. With recent Media regarding Silica dust diseases a very considered health approach should be undertaken.
- **Sediment Control** – again measures in place " (unless the design storm event is exceeded)" The stormwater runoff with increased turbidity from that site will run towards our property have a detrimental effect. (██████████ have had a catchment analysis done previously, and it shows this) "Captured flows would then to be pumped out and discharged to the south of the proposed development into the artificial waterbody" – Toward our property.
- **Road / Traffic** – There has been a report submitted for Traffic and whilst showing minimal impact, they have not addressed the effects of these movements. The road surface of Quarry Road struggles to remain in a trafficable condition with the current "light" vehicular movements. 2 x loaded HRV journeys per day with a Gross vehicle mass in the vicinity of 30 tonnes, the road surface would fail miserably and quickly, especially the two almost 90 deg turns on quarry road, let alone the intersection. The other thing that has not been addressed is the impacts on the grass road shoulders for the additional meeting of vehicles. These road shoulders would not be able to handle continual loading. At minimum, a road upgrade should be included as part of this commercial proposal.
- **Extraction Industries** aren't allowed in RU2 under the Maitland LEP. ██████████ understand that State Legislation may override this, but wouldn't it be prudent for local community consultation prior to assessment.
- **Noise** - Whilst efforts to "*minimise*" will be employed, the mental health effects of the already existing residents will decrease. ██████████ certain the constant Sandstone cutting and excavation in a reasonably peaceful rural area will have a lot more effect than the submitted report.
- This Commercial proposal, whilst ██████████ may have some community benefits from a heritage restoration perspective, it will have a detrimental effect on the property values in the near vicinity. Sandstone is abundant in NSW, surely a more isolated site could be located by Public Works.

██████████ have continually mentioned the fact that this is a Commercial operation / proposal. Upgrading of roads etc. should not be at the cot of the rat payer or Maitland Council.

██████████
██████████
██████████
Farley NSW 2320
Mob. ██████████
██████████

enrights

SOLICITORS

Our Ref: [REDACTED]

27 July 2023

The General Manager
Maitland City Council
285-287 High Street
MAITLAND NSW 2320

Dear Sir/Madam,

RE: [REDACTED] - ROAD WITHIN LOT 152 DP1189168 AT FARLEY

We advise that we act on behalf of the above named [REDACTED], the [REDACTED] Farley. We enclose a copy of the deposited plan [REDACTED] showing the road [REDACTED].

We would advise that we have arranged for a historical search of the road status and confirm that no evidence could be found of a formal resumption or dedication of this road. The road was provided for a subdivision prior to the commencement of the Local Government Act of 1919 and the dedication would have occurred outside the control of the office of the NSW Land Registry Services.

The road forms part of the land in a Deed of Release Book 24, NO 162 dated 27 May 1851. It is therefore not a dedicated public road and could be subjected to a successful adverse possessory application if made by the current owners. The current owners intend to make the adverse possessory application when they qualify to do so after 12 years of ownership of the property which will occur in 2027.

The undeclared road which is presently Old System Title Land should not have any impact on the progression of the currently proposed Development Application.

Yours faithfully
ENRIGHTS SOLICITORS

[REDACTED]
P J Curran

Encl.



Liability Limited by a scheme approved
under Professional Standards Legislation

467 High Street Maitland NSW 2320 • PO Box 319 Maitland NSW 2320

Tel **02 4933 6344** • Fax 02 4933 1503

mail@enrights-solicitors.com.au • www.enrights-solicitors.com.au

ABN 68 249 805 199

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City Planning

APPROVAL OF WORKS IN KIND AGREEMENT - STORMWATER BASIN AND ROAD WORKS - SPRINGFIELD DRIVE, LOCHINVAR - LOCHINVAR DOWNS PTY LTD

**Works in Kind Agreement - Road Works
and Stormwater Basin, Springfield Drive,
Lochinvar (Under Separate Cover)**

Meeting Date: 9 April 2024

Attachment No: 2

Number of Pages: 56



Works-in-Kind Deed

**Regional Stormwater Basin & Road Works
Springfield Drive, Lochinvar**

**Maitland City Council
Lochinvar Downs Pty Ltd**

[Enter Date of Execution]

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lindsaytaylorlawyers
Level 9, Suite 3, 420 George Street, Sydney NSW 2000, Australia
T 02 8235 9700 • W www.lindsaytaylorlawyers.com.au • E mail@lindsaytaylorlawyers.com.au

LTL Pty Ltd trading as **Lindsay Taylor Lawyers** • ABN 78 607 889 887

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Works-in-Kind Deed**Regional Stormwater Basin & Road Works, Springfield Drive,
Lochinvar****Maitland City Council / Lochinvar Downs Pty Ltd****Table of Contents**

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Lochinvar****Maitland City Council / Lochinvar Downs Pty Ltd**

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Lochinvar****Maitland City Council / Lochinvar Downs Pty Ltd**

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Works-in-Kind Deed**Regional Stormwater Basin & Road Works, Springfield Drive,
Lochinvar****Maitland City Council / Lochinvar Downs Pty Ltd****Parties**

Council **Maitland City Council** ABN 11 596 310 805 of PO Box 220
Maitland NSW ('**Council**')

Developer **Lochinvar Downs Pty Ltd** ABN 88 622 571 831 of 1 Hartley
Drive, Thornton NSW 2322 ('**Developer**')

Background

- A The Developer owns the Land.
- B The Council granted the Applicable Development Consent to Lochinvar Ridge Pty Ltd on 22 October 2019.
- C Lochinvar Ridge changed its name to that of the Developer under this Deed on 23 November 2019.
- D The Applicable Development Consent authorises the Developer to carry out the Development on land including the Land subject to conditions.
- E Condition 2 of the Applicable Development Consent requires the Developer to pay the Development Contribution Amount to the Council pursuant to section 7.11 of the EPA Act.
- F The Developer has offered to carry out the Developer Works in part satisfaction of the payment of the Development Contribution Amount to the Council.
- G The Council, pursuant to section 7.11(5)(b) of the EPA Act, has accepted the Developer's Offer subject to this Deed being entered into and performed by the Developer.
- H The Parties have agreed to enter into this Deed to give effect to the above arrangements.

Operative provisions**Part 1 - Preliminary****1 Definitions & Interpretation****Definitions**

- 1.1 In this Deed, the words and phrases appearing in Column 1 of the following table have the meaning set out in Column 2 of that table corresponding to those words or phrases except in so far as the context or subject-matter otherwise indicates or requires:

Works-in-Kind Deed
Regional Stormwater Basin & Road Works, Springfield Drive,
Lochinvar
Maitland City Council / Lochinvar Downs Pty Ltd



Table

Column 1	Column 2
Word or phrase	Meaning
EPA Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Applicable Contributions Plan	means the contributions plan (within the meaning of the EPA Act) specified in Item 3 of the Particulars as amended or substituted from time to time.
Applicable Development Consent	means the development consent specified or described in Item 2 of the Particulars.
Approval	includes approval, consent, licence, permission or the like.
Approved Person	means a person reasonably approved by the Council to undertake design, construction, supervision, inspection, testing or certification of the Developer Works because of the suitability of their qualifications, skills and experience in the Council's reasonable opinion.
Authority	means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the <i>Local Government Act 1993</i> (NSW), or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.
Background Intellectual Property	means Intellectual Property that: <div><div>(a)</div><div>relates to the Developer Works,</div></div> <div><div>(b)</div><div>exists at the date of this Deed or is later created but not as a result of performing this Deed,</div></div> <div><div>(c)</div><div>does not belong to a third party.</div></div>
Bank Guarantee	means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by: <div><div>(a)</div><div>one of the following trading banks:</div></div>

Works-in-Kind Deed**Regional Stormwater Basin & Road Works, Springfield Drive, Lochinvar****Maitland City Council / Lochinvar Downs Pty Ltd**

	<ul style="list-style-type: none"> (i) Australia and New Zealand Banking Group Limited, (ii) Commonwealth Bank of Australia, (iii) Macquarie Bank Limited, (iv) National Australia Bank Limited, (v) St George Bank Limited, (vi) Westpac Banking Corporation, or (b) any other financial institution approved by the Council in its absolute discretion.
Claim	includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.
CLM Act	means the <i>Contaminated Land Management Act 1997</i> (NSW).
Contractor	means the contractor under the Construction Contract.
Contributions Plan Category	means a category of Services / Facilities specified in the Works Schedule in <i>Lochinvar Section 94 Contributions Plan 2014</i> .
Cost	means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
Council Developer Works Contribution Amount	means the \$ amount or amounts specified in Item 7 of the Particulars in relation to all or specified Developer Works.
Deed	means this Deed and includes any schedules, annexures and appendices to this Deed.
Defect	means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.
Defects Liability Period	means, in relation to the whole or any specified part of the Developer Works, the period specified in Item 13 of the Particulars commencing on the day immediately after a Practical Completion Certificate is issued by the Council.
Developer Works	means the Works specified or provided for in Item 4 of the Particulars, including design, construction, supervision, testing and certification.

Works-in-Kind Deed**Regional Stormwater Basin & Road Works, Springfield Drive,
Lochinvar****Maitland City Council / Lochinvar Downs Pty Ltd**

Developer Works Agreed Cost	in respect of a Developer Work, means the amount specified or provided for in Item 6 of the Particulars.
Developer Works Completion Date	means: <ul style="list-style-type: none"> (a) the date specified in Item 5 of the Particulars in relation to all of the Developer Works, or (b) the dates specified in Item 5 of the Particulars in relation to different Developer Works or different parts of different Developer Works.
Developer Works Location Plan	means the plan contained in Schedule 3 showing the location of the Developer Works.
Developer Works Plans & Drawings	means the detailed plans and drawings for the Developer Works approved by the Council referred to in Schedule 4.
Developer Works Security	means a Bank Guarantee or a bond or other form of security on terms reasonably satisfactory to the Council in the amount specified in Item 11.a of the Particulars.
Development	means the development specified or described in Item 1 of the Particulars.
Development Contribution	means a monetary contribution under s7.11 of the EPA Act payable to the Council in respect of the Development pursuant to the Applicable Development Consent.
Development Contribution Amount	means the amount of Development Contributions specified in Item 8 of the Particulars.
Development Contribution Credit Amount	in respect of a Developer Work, means the amount specified or provided for in Item 9 of the Particulars.
Development Contribution Surplus Credit	means the \$ amount specified in Item 10 of the Particulars, being the amount by which the Developer Works Agreed Cost exceeds the Development Contribution Amount.
Dispute	means a dispute or difference between the Parties under or in relation to this Deed.
Equipment	means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.

Works-in-Kind Deed**Regional Stormwater Basin & Road Works, Springfield Drive,
Lochinvar****Maitland City Council / Lochinvar Downs Pty Ltd**

Final Completion Certificate	means a certificate in writing issued by the Council to the Developer to effect that, in the reasonable opinion of the Council, the Developer Works to which the certificate relates have been completed by the Developer in accordance with this Deed.
Force Majeure Event	means an earthquake, cyclone, fire, riot or serious civil commotion, sabotage, act of a public enemy, act of God (excluding storms), war, revolution, radioactive contamination or flood, the effects of which cannot be prevented by taking those steps a prudent and competent person would take.
GST	has the same meaning as in the GST Law.
GST Law	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Insurances	means the insurances specified in Item 14 of the Particulars and such other insurances required by law in relation to the Developer Works.
Intellectual Property	means all copyright (including moral rights), patents, trademarks, designs, confidential information, circuit layouts, data and any other rights from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.
Item	means a numbered item and the corresponding text in the Particulars.
Land	means the land on which the Developer Works are to be provided under this Deed as shown on the Developer Works Location Plan.
Maintain	in relation to Developer Works, means keep in a good state of repair and working order, and includes repair of any damage to the Works.
Maintenance Period	in relation to Developer Works means the period specified in Item 12 of the Particulars commencing on the date the Council issues a Transfer of Ownership Notice.
N/A	means Not Applicable
Other Land	means land owned or occupied by a person other than the Developer or the Council to which entry and access is needed by the Developer to perform this Deed.

Works-in-Kind Deed**Regional Stormwater Basin & Road Works, Springfield Drive,
Lochinvar****Maitland City Council / Lochinvar Downs Pty Ltd**

Particulars	means the information relating to this Deed contained in Schedule 1.
Party	means a party to this Deed.
Practical Completion	in relation to the Developer Works or a specified part of the Developer Works occurs when the Council has issued a Practical Completion Certificate for the Developer Works or the part.
Practical Completion Certificate	means a certificate issued by the Council to the Developer to the effect that, in the reasonable opinion of the Council, the Developer Works or a specified part of the Developer Works are substantially complete and any incomplete part or Defect is of a minor nature.
Practical Completion Date	means the date when the Council issues a Practical Completion Certificate for the Developer Works.
Principal Contractor	means the Person defined in as the Principal Contractor under the <i>Work Health and Safety Act 2011</i> (NSW) or <i>Work Health and Safety Regulation 2011</i> (NSW) or an equivalent under Commonwealth work health and safety laws.
Rectification Notice	means a notice in writing: <ul style="list-style-type: none"> (a) identifying the nature and extent of a Defect or incomplete Work, and (b) specifying the works or actions that are required to Rectify the Defect or incomplete Work, and (c) specifying the date by which or the period within which the Defect or incomplete Work is to be rectified, which date or period must not be unreasonable having regard to the nature of the Defect or incomplete Work.
Rectify	means rectify, remedy or correct.
Stage	means a stage of the Development approved by the Development Consent or otherwise approved in writing by the Council for the purposes of this Deed.
Technical Data	means all technical know-how and information in material form, including manuals, designs, standards, specifications, reports, models, plans, drawings, calculations, software, source code and test results.

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Third Party Intellectual Property	means Intellectual Property relating to the Developer Works that is owned by a person other than the Council or the Developer.
Transfer of Ownership Notice	means a notice issued by the Council to the Developer stating that Developer Works the subject of a Practical Completion Certificate vest in the Council on a specified date being not sooner than 14 days after the notice is issued.
WHS	means work health and safety.
WHS Law	means the <i>Work Health and Safety Act 2011</i> (NSW) and <i>Work Health and Safety Regulation 2011</i> (NSW).
Work	means the physical result of carrying out work in, on, over or under land.
Works-As-Executed Plan	means detailed plans and specifications of Developer Works carried out by the Developer.

Interpretation

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
 - 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday or a public holiday on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
 - 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.

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- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Commencement

- 2.1 This Deed commences and has force and effect on and from the date when the Parties have:
 - 2.1.1 both executed the same copy of this Deed, or
 - 2.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.
- 2.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

3 Warranties

- 3.1 Each party represents and warrants that:
 - 3.1.1 it has full legal capacity and power to:
 - (a) own its property and carry on its business,
 - (b) enter into this Deed and carry out the transactions it covers,
 - 3.1.2 it holds each authorisation necessary to:
 - (a) properly execute this document and carry out the transactions,
 - (b) make this document legal, valid, binding and admissible in evidence,

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- (c) properly carry on its business,
- (d) and it is complying with any conditions of those authorisations,
- 3.1.3 it is not entering into this Deed as a trustee of any trust or settlement.
- 3.1.4 it has the full power to enter into and perform its obligations under this Deed and that, when executed, this Deed will constitute legal, valid and binding obligations according to its terms.

4 Power of Attorney

- 4.1 Each person who executes this document under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so.

5 Parties' relationship

- 5.1 Nothing in this Deed:
 - 5.1.1 makes the Developer a partner, agent or legal representative of the Council,
 - 5.1.2 creates a partnership, agency or trust,
 - 5.1.3 confers on the Developer any authority to bind the Council in any way.
- 5.2 The rights of the parties do not merge once the Developer Works are completed or this Deed is terminated.

6 Deed not Construction Contract

- 6.1 This Deed is not a construction contract or arrangement as defined in the Building and Construction Industry Security of Payments Act 1999 (NSW), between the Council and the Developer.

7 Developer Works before execution of Deed

- 7.1 This Deed applies to any works comprising the Developer Works that may have occurred before the Deed was executed.

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Part 2 - Cost of Developer Works

8 Responsibility for Cost of Developer Works

- 8.1 The Developer is responsible for meeting all Costs of and incidental to the Developer Works required to be provided under this Deed unless one or both of the following applies:
 - 8.1.1 Item 7 of the Particulars specifies a Council Developer Works Contribution Amount towards the Cost of all or specified Developer Works, or
 - 8.1.2 this Deed otherwise expressly provides for a Developer Works Cost that is not required to be met by the Developer.

9 Contribution by Council towards Cost of Developer Works

- 9.1 If Item 7 of the Particulars specifies a Council Developer Works Contribution Amount, the Council is to pay that amount to the Developer in relation to the Developer Works within 14 days after both of the following have occurred:
 - 9.1.1 all of the Developer Works have vested in the Council, and
 - 9.1.2 all land on which the Developer Works have been carried out that is not owned, occupied or otherwise controlled by the Council has been transferred to the Council.

10 Development Contribution Credit

Application of clause

- 10.1 This clause applies if Items 8 and 9 of the Particulars specify a Development Contribution Amount payable and a Development Contribution Credit Amount, respectively, in relation to the Developer Works.

Acknowledgement by Developer

- 10.2 The Developer acknowledges the obligation imposed by the Development Consent to pay to the Council the Development Contribution Amount in relation to the Development.

Provision of Development Contribution Credit

- 10.3 Pursuant to s7.11(5)(b) of the EPA Act, in consideration of the Developer carrying out all of the Developer Works and otherwise performing all of its obligations under this Deed, the Development Contribution Amount payable by the Developer is to be reduced by the Development Contribution Credit Amount as provided for in clauses 10.4 and 10.5.
- 10.4 After a **Developer Work and**, if applicable, any land on which the Developer Work has been constructed are transferred to the Council in accordance with

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this Deed, the Council is to apply the Development Contribution Credit Amount relating to the Developer Work in accordance with clause 10.5.

- 10.5 The Development Contribution Credit Amount relating to a Developer Work is to be applied in the following manner until it is exhausted:
- 10.5.1 firstly, as an offset in satisfaction of so much of the Development Contribution Amount as relates to the same Contributions Plan Category as the Developer Work until it is fully offset,
- 10.5.2 secondly, if the Development Contribution Credit Amount is not exhausted under clauses 10.5.1, as an offset in satisfaction of other Contributions Plan Categories to which the Development Contribution Amount relates as determined by the Council in its absolute discretion.

Application of Developer Contribution Surplus Credit

- 10.6 If a Development Contribution Surplus Credit is specified in Item 10 of the Particulars:
- 10.6.1 the Council is to apply the Development Contribution Surplus Credit, towards the satisfaction of any monetary contributions the Developer is required to pay to the Council under s7.11 of the EPA Act in relation to any development (other than the Development) for which development consent is granted under the EPA Act after this Deed commences, and
- 10.6.2 the Developer may assign the Development Contribution Surplus Credit or any part of it to any person if the Developer:
- (a) obtains the written consent of the Council, which may not be unreasonably withheld, and
 - (b) enters into a deed with the Council and the transferee of the Monetary Contribution Surplus Credit on terms reasonably satisfactory to the Council.

Indexation of Developer Contribution Surplus Credit

- 10.7 The Developer Contribution Surplus Credit is to be indexed from the date of this Deed until the date it is applied in accordance with clause 10.6 in accordance with the indexation method contained in the Applicable Contributions Plan.

Part 3 – Carrying out of Developer Works**11 Approved persons****Developer to use Approved Persons**

- 11.1 The Developer is to design, construct, supervise, and test the Developer Works using Approved Persons.

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- 11.2 Where the Developer proposes to substitute or add an Approved Person, the Developer must notify the Council in writing, and provide details of the proposed new Approved Person who is to be engaged from in relation to the Developer Works.
- 11.3 The Council may, in its reasonable discretion, notify the Developer that a proposed new Approved Person notified under clause 11.2 is not to be engaged in relation to the Developer Works, and the Developer must promptly take such action as is necessary to ensure that the person does not continue to be engaged in relation to the Developer Works.

12 Developer to procure compliance

- 12.1 The Developer is to provide every Approved Person engaged by it in relation to the Developer Works with a copy of this Deed executed by both Parties and procure their compliance with the relevant requirements of this Deed.

13 Construction Contract**Requirement for Construction Contract**

- 13.1 The Developer must enter into a Construction Contract with its Contractor for the construction of the Developer Works before any construction work occurs.

Developer to provide copy to Council

- 13.2 The Developer must provide the Council with a copy of the Construction Contract upon receipt of a written request by the Council.

Change of Contractor

- 13.3 The Developer must obtain the approval of the Council to any change to the Contractor, which approval the Council may not unreasonably withhold.

14 General obligations relating to Developer Works

- 14.1 The Developer is to provide the Developer Works:
- 14.1.1 in the location or locations shown on the Developer Works Location Plan,
 - 14.1.2 in accordance with the Developer Works Plans and Drawings,
 - 14.1.3 by the Developer Works Completion Date, and
 - 14.1.4 otherwise in accordance with this Deed.
- 14.2 The Developer is to provide and complete the Developer Works in a good and workmanlike manner having regard to the intended purpose of the Developer Works and in accordance with:

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- 14.2.1 all applicable laws,
- 14.2.2 any Approval required by any law relating to the provision of the Developer Works, and
- 14.2.3 the lawful requirements of any Authority.
- 14.3 The Developer is to ensure that anything necessary for the proper performance of its obligations under this Deed relating to the provision of the Developer Works is supplied or made available for that purpose.

15 Warranties relating to Developer Works**Warranties by Developer**

- 15.1 The Developer warrants to the Council that:
 - 15.1.1 it has obtained all Approvals and has complied with all laws and applicable industry standards in relation to the Developer Works,
 - 15.1.2 it accepts that, if any aspect of the Developer Works do not comply this Deed, the Council is entitled to require the Developer to cease the Developer Works and to pursue its rights and remedies relating to the non-compliance under this Deed and, subject to this Deed, at law or in equity,
 - 15.1.3 the Developer Works, when completed, are to be fit for purpose,
 - 15.1.4 only Approved Persons are to be engaged in relation to the Developer Works.

Developer to procure warranties from Approved Persons

- 15.2 The Developer is to procure in favour of the Council from the appropriate Approved Person engaged in relation to the Developer Works, any warranty reasonably required by the Council relating to the design, construction, supervision, inspection, testing or certification of the Developer Works.

16 Ownership & care of Developer Works

- 16.1 The Developer owns, and is responsible for care of the Developer Works, and bears all risk and liability in connection with the Developer Works, until the Council gives the Developer a Transfer of Ownership Notice in relation to the Developer Works.

17 Work health & safety**Principal Contractor**

- 17.1 The Developer acknowledges that it is the Principal Contractor under WHS Law for the Developer Works unless and until such time that:
 - 17.1.1 the Developer engages the Contractor to construct the Developer Works, or

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- 17.1.2 engages another person to be the Principal Contractor for the Developer Works,
- 17.1.3 and authorises the person to have management or control of the workplace relating to the Developer Works and to discharge the duties of a Principal Contractor under WHS Law.

Acknowledgement & authorisation by Council

- 17.2 For the purpose of the Developer's compliance with its obligations in clause 17.1, the Council:
 - 17.2.1 acknowledges that the Developer (or the Contractor, where appropriate) is the person with management and control of the relevant works area for the purpose of Part 2 of the *Work Health and Safety Act 2011* (NSW); and
 - 17.2.2 authorises the Developer (or the Contractor, where appropriate) to exercise authority of the Council necessary to enable the Developer to discharge its obligations and responsibilities under clause 17.1.

Termination of Contractor

- 17.3 If the Developer at any time terminates the engagement of the Contractor, or terminates its authority for the Contractor or other person referred to in clause 17.1 to be the Principal Contractor for the Developer Works, the Developer becomes the Principal Contractor until such time as a new person is appointed as Contractor or to otherwise be the Principal Contractor for the Developer Works.

Developer's obligations

- 17.4 The Developer is to use its best endeavours to ensure that all persons involved in the Developer Works comply with relevant WHS Law and procedures, including but not limited to:
 - 17.4.1 following published government and industry WHS guidelines,
 - 17.4.2 providing WHS induction training,
 - 17.4.3 keeping and regularly updating WHS records,
 - 17.4.4 preparing and maintaining an WHS management plan,
 - 17.4.5 preparing a Project Safety Plan that details safety strategies, including how persons must act to comply with WHS Law,
 - 17.4.6 providing safe work method statements for all tasks and ensuring they are complied with,
 - 17.4.7 directing staff to take corrective action or stop work if they are not complying with the method statements or WHS Law,
 - 17.4.8 identifying hazards and assessing risks using due diligence,
 - 17.4.9 eliminating or controlling risks in line with WorkCover requirements using due diligence,
 - 17.4.10 reviewing risk assessments and controlling measures,
 - 17.4.11 providing information to employers and contractors about WHS,

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- 17.4.12 documenting site-specific safety procedures.
- 17.5 The Developer is to use its best endeavours to ensure that:
 - 17.5.1 the Council can audit, inspect and test the Developer Works without breaching WHS Law, and
 - 17.5.2 the Council can access and use the Developer Works without breaching WHS Law.
- 17.6 The Developer is to promptly inform the Council of any incident occurring in relation to the Developer Works where a person is injured or otherwise exposed to a risk to his or her health or safety, including, but not limited to, an incident which is required to be reported to WorkCover.

18 Accidents & dangerous occurrences**Developer to notify WorkCover**

- 18.1 The Developer is to notify WorkCover and the Council, as soon as it becomes aware of any serious accident or dangerous occurrence relating to the Developer Works.
- 18.2 Within a further 7 days, the Developer must formally notify or procure the notification of WorkCover of the accident or occurrence in accordance with the WHS Law, using any prescribed form.

Provision of information to Council

- 18.3 The Developer must give to the Council a copy of all information and documents that have been provided to WorkCover relating to the accident or occurrence.
- 18.4 The Developer must also give to the Council, if requested by the Council, a written report relating to the accident or occurrence in the form specified by the Council.

Developer to cooperate

- 18.5 The Developer must cooperate with WorkCover and the Council if the accident or occurrence is investigated by Work Cover or the Council.
- 18.6 The Developer must immediately give the Council a copy of any improvement or prohibition notices that WorkCover issues in relation to the Developer Works.

19 Design of Developer Works**Application of clause**

- 19.1 This clause 19 applies if and to the extent that Schedule 4 does not contain Developer Works Plans and Drawings for the Developer Works or any part.

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**Developer's obligations before commencing Developer Works**

- 19.2 The Developer may not commence construction of the Developer Works unless the Developer Works are designed and approved in accordance with this clause.
- 19.3 Before commencing the design of the Developer Works, the Developer is to request the Council to provide the Developer with the Council's design requirements for the works.
- 19.4 Upon receipt of the Developer's request, the Council may:
- 19.4.1 initially request the Developer to provide a written proposal concerning the design of the Developer Works, including preliminary concept designs, to assist Council in determining and notifying the Developer of its requirements, and subsequently request the Developer to submit the plans and drawings of the Developer Works to the Council for approval, or
 - 19.4.2 request the Developer to submit the plans and drawings of the works to the Council for approval.

Council may require changes to design

- 19.5 The Council may reasonably require the Developer to make any change to the plans and drawings of the Developer Works that it reasonably considers necessary or desirable as a precondition to approving the plans and drawings, and the Developer is to make any such change.

Approval of design by Council

- 19.6 The Council is to inform the Developer in writing when it approves the plans and drawings of the Developer Works.

Inclusion of approved design in Schedule 4

- 19.7 The Parties are to ensure that the reference to the plans and drawings approved by the Council under this clause are included in Schedule 4 without delay after that approval is given, and the Parties agree that a variation to this Deed by a deed of variation is not required for that purpose.

Restriction on Developer applying for Approvals

- 19.8 The Developer is not to make any application for any Approval relating to the Developer Works unless the Council approved the plans and drawings of the Developer Works under this clause.

20 Variations to approved Developer Works & Costs

- 20.1 The Developer Works may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed.

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- 20.2 The Party seeking the variation is to make a written request to the other Party accompanied by such information and supporting documents as is reasonably necessary to enable the other Party to properly consider the request.
- 20.3 The Party to whom the request is made is not to unreasonably delay, or withhold its Approval to, the request.
- 20.4 The Party who seeks the variation of the Developer Works must meet the costs of the variation, unless the other Party otherwise agrees.

21 Developer's obligations before construction commences**Notice of intention to commence Developer Works**

- 21.1 Not less than 10 business days before the Developer commences construction of any of the Developer Works, the Developer is to give the Council written notice of its intention to do so accompanied by:
 - 21.1.1 a copy of all approved plans and drawings for the Developer Works so specified in electronic and paper format, and
 - 21.1.2 a list of all Approved Persons and their contact details.

Pre-start meeting

- 21.2 The Developer is to organise and conduct a pre-start meeting with Council personnel before starting the construction of any Developer Works.

22 Protection of people, property & utilities

- 22.1 The Developer is to use all reasonable endeavours to ensure that, in providing the Developer Works:
 - 22.1.1 all necessary measures are taken to protect people and property,
 - 22.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 22.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 22.2 The Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land in connection with the Developer Works unless authorised in writing by the Council or any relevant Authority.

23 Damage to assets & property**Developer to notify Council**

- 23.1 The Developer must immediately notify the Council in writing of any loss or damage that occurs in respect of a Council asset of which it becomes aware while performing the Developer Works.

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**Developer to fix or replace damaged asset**

- 23.2 The Developer must replace or fix any Council asset the Developer loses or damages while performing the Developer Works in accordance with any reasonable requirements of the Council.

Council may give notice to Developer

- 23.3 If an audit, inspection or test of the Developer Works shows that:

23.3.1 the Developer Works do not conform to the location, design, specifications, materials or finishes approved by the Council under this Deed, or

23.3.2 damage has occurred to a Council asset or the property of another person in connection with the Developer Works,

the Council may give the Developer a notice in writing requiring it to take corrective action to bring the Developer Works into conformity or repair the damage, as the case requires.

Council may take action & recover costs

- 23.4 Without limiting any other remedies available to the Council under this Deed, if the Developer does not comply with the Council's requirements under this clause 23, the Council may take the action required of the Developer and recover the Council's costs of so doing from the Developer.

24 Entry onto Land**Developer to obtain rights to enter land**

- 24.1 The Developer is responsible for obtaining all necessary rights to lawfully enter, occupy, and provide the Developer Works on Other Land.
- 24.2 The Developer is not to commence the Developer Works on Other Land until it has obtained the written consent of each owner and any tenant of the Other Land to enter, occupy, and carry out the Developer Works.

Entry onto Council land

- 24.3 Upon receiving reasonable prior written notice from the Developer, the Council is to allow the Developer and the Approved Persons, to enter, occupy, and use Council owned, occupied or otherwise controlled land specified in the notice at any reasonable time if the occupation or use of the land by the Developer and the Approved Persons is reasonably necessary for the Developer Works.
- 24.4 The Council is not required to allow the Developer to enter, occupy and use any Council owned or controlled land that is used for public purposes unless and until the Developer has paid any applicable fee or rent, as approved by the Council, for that purpose.

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- 24.5 Upon receiving reasonable prior notice from the Council, the Developer is to provide the Council with safe and unhindered access at any reasonable time to the Land.
- 24.6 The Council must comply with the Developer's reasonable safety requirements while on the Land.

25 Audit, inspection, testing of Developer Works**Audit, inspection or test of Developer Works**

- 25.1 The Council may undertake an audit, inspection or test of the Developer Works at any reasonable time for any purpose related to this Deed upon giving reasonable prior notice to the Developer.
- 25.2 The Developer is to provide the Council with any assistance that is reasonably required by the Council to enable the Council to undertake any audit, inspection or test of the Developer Works.

Action by Developer

- 25.3 If an audit, inspection or test reasonably shows that particular action must be taken in relation to the Developer Works, the Developer is to:
 - 25.3.1 take the action in the manner, and within the time, the Council reasonably requires, and
 - 25.3.2 provide evidence to the Council that the action has been taken.
- 25.4 If an audit, inspection or test shows that the Developer Works have not been provided in accordance with this Deed, the Developer is to pay any Costs incurred by the Council in connection with the audit, inspection or test.

Fee for further audit, inspection or test of the Developer Works

- 25.5 If the Council reasonably decides that a further and more detailed audit, inspection or test of the Developer Works is required, the Council may determine an approved fee in that regard and the Developer is to pay to the Council the fee so approved.

26 Access to information & records

- 26.1 The Council may make a written request to the Developer:
 - 26.1.1 to provide information to the Council concerning the Developer Works,
 - 26.1.2 to allow the Council to inspect the Developer's records concerning the Developer Works, including by giving the Council access to premises owned, occupied or controlled by the Developer for that purpose.
- 26.2 The Developer is to comply with any such request made by the Council not later than 15 business days after the Council makes the request.

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- 27.1 The Developer is to use all reasonable endeavours to ensure that the whole of the Developer Works is the subject of one or more Practical Completion Certificates by not later than the Developer Works Completion Date.

Request by Developer for Practical Completion Certificate

- 27.2 The Developer may make a written request ('Developer's Request') to the Council to issue a Practical Completion Certificate for the Developer Works or any part of the Developer Works by not later than the Developer Works Completion Date or such later date agreed in writing between the Parties.
- 27.3 The Developer's Request is to be accompanied by the following information:
- 27.3.1 a Works-as-Executed Plan of the Developer's Works to which the Developer's Request relates, and
 - 27.3.2 all technical data relating to those Works, including but not limited to, geotechnical testing, structural certificates, CCTV footage and material certifications.

Inspection by Council

- 27.4 Upon receipt of the Developer's Request, the Council is to inspect the relevant Developer Works in the presence of a representative of the Developer at a time reasonably agreed between the Parties that is not later than 14 days after the Council receives the request.

Direction by Council

- 27.5 As a precondition to issuing a Practical Completion Certificate, the Council may direct the Developer in writing to complete, Rectify or repair any specified part of the Developer Works the subject of the Developer's Request within a period specified in the direction in order to bring the Developer Works into conformity with this Deed or any Approval.
- 27.6 The Developer is to promptly comply with any such direction given by the Council.
- 27.7 The Council may undertake more than one inspection and issue more than one direction to the Developer in order to be satisfied that a Practical Completion Certificate may be issued for the Developer Works the subject of the Developer's Request.

Issuing of Practical Completion Certificate

- 27.8 The Council is to promptly issue a Practical Completion Certificate for the Developer Works the subject of the Developer's Request when it is reasonably satisfied that no aspect of the relevant Developer Works reasonably requires completion, rectification or repair.

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- 28.1 This clause applies if a Maintenance Period is specified in Item 13 of the Particulars

Obligation to Maintain Developer Works

- 28.2 The Developer is to Maintain the Developer Works during the Maintenance Period.

Entry onto Council land

- 28.3 The Council is to permit the Developer to enter any land owned, occupied or otherwise controlled by the Council to enable the Developer to Maintain the Developer Works during the Maintenance Period.

29 Rectification of Defects**Rectification Notice**

- 29.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.

Compliance by Developer

- 29.2 The Developer is to comply with a Rectification Notice according to the terms of the Rectification Notice and to the reasonable satisfaction of the Council.
- 29.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice given by the Council.

30 Copyright in Works-As-Executed Plan

- 30.1 The Developer, being the copyright owner in the Works-As-Executed Plan, assigns the copyright in the Works-As-Executed Plan to the Council free of Cost to the Council.
- 30.2 If the Developer is not the copyright owner of the Work-As-Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works-As-Executed Plan to the Council free of cost to the Council.

31 Transfer of Ownership of Developer Works**Issuing of Transfer of Ownership Notice**

- 31.1 At any time after the Council issues a Practical Completion Certificate for Developer Works to the Developer, the Council may issue a Transfer of Ownership Notice to the Developer for those Developer Works.

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Vesting of Developer Works

- 31.2 The Developer Works the subject of a Transfer of Ownership Notice vest in the Council on the vesting date stated in the Transfer of Ownership Notice.

32 Transfer of land on which Developer Works constructed

- 32.1 Unless otherwise specified in this Deed or agreed in writing between the Parties:
- 32.1.1 the Developer is to do all things necessary to dedicate or procure the dedication to the Council of the Land following the issuing of a Transfer of Ownership Notice by the Council,
 - 32.1.2 the dedication is to occur by not later than the vesting date stated in the Transfer of Ownership Notice,
 - 32.1.3 the dedication of the Land is to be free of cost to the Council.

33 Easements, covenants, etc.

- 33.1 The Developer must create, or procure the creation of, any easement or covenant or any other instrument benefitting the Council that is reasonably required by the Council in relation to the Developer Works.
- 33.2 The Developer is to ensure that any such easement, covenant or other instrument is registered on the title to the relevant land before the vesting date specified in a Transfer of Ownership Notice for such Works.
- 33.3 The Costs required to be incurred by the Developer in doing so include, unless otherwise agreed in writing between the Parties, the payment of compensation to any person.

34 Removal of structures & Equipment

- 34.1 When providing the Developer Works on any Council owned or controlled land is completed for the purposes of this Deed, the Developer, without delay, is to:
- 34.1.1 remove from the land any structure not comprising or required in connection with the completed Developer Works and make good any damage or disturbance to the land as a result of that removal,
 - 34.1.2 remove from the land any Equipment and make good any damage or disturbance to the land as a result of that removal, and
 - 34.1.3 leave the land in a neat and tidy state, clean and free of rubbish.

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Part 4 – Dispute Resolution

35 Dispute Resolution – mediation

Application of clause

- 35.1 This clause applies to any Dispute arising in connection with this Deed other than a dispute to which clause 36 applies.

When Dispute arises

- 35.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

Meeting between Parties

- 35.3 If a notice is given under clause 35.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Meditation of Dispute

- 35.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.

Exercise of legal rights

- 35.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

Costs

- 35.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 35.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

36 Dispute resolution – expert determination

Application of clause

- 36.1 This clause applies to a Dispute arising in connection with this Deed if:
- 36.1.1 the Parties agree that the Dispute can be appropriately determined by Expert Determination, or

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- 36.1.2 the Chief Executive Officer (or equivalent) of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion at the joint request of the Parties that the Dispute can be determined by a member of that body.

When Dispute arises

- 36.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

Meeting between Parties

- 36.3 If a notice is given under clause 36.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Expert determination

- 36.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.

Expert determination binding

- 36.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.

Costs of Parties

- 36.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.

Costs of Expert

- 36.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

37 Arbitration Excluded

- 37.1 The arbitration of any Dispute between the Parties arising under, or in connection with, this Deed is expressly excluded.

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Part 5 - Enforcement**38 Developer Works Security****Application of this clause**

- 38.1 This clause 38 applies if Item 11.a of the Particulars specifies an amount of Developer Works Security.

Provision of Developer Works Security

- 38.2 The Developer is to deliver the Developer Works Security to the Council before any construction of the Developer Works commences.

Purpose of Developer Works Security

- 38.3 The Council is to hold the Developer Works Security as security for the Developer performing its obligations under this Deed.

Council's right to access Developer Works Security

- 38.4 The Council may access and use the Developer Works Security in accordance with clause 39 or clause 40.

Release & return of Developer Works Security

- 38.5 The Council is to release and return the Developer Works Security or any unused part of it to the Developer within 14 days after both of the following have occurred:
- 38.5.1 all of the Developer Works have vested in the Council, and
 - 38.5.2 all land on which the Developer Works have been carried out that is not owned, occupied or otherwise controlled by the Council has been transferred to the Council.

Replacement Developer Works Security

- 38.6 The Developer may provide the Council with a replacement Developer Works Security at any time.
- 38.7 On receipt of a replacement Developer Works Security, the Council is to release and return the replaced Developer Works Security to the Developer.
- 38.8 If the Council calls-up the Developer Works Security or any portion of it, the Council may give the Developer a written notice requiring the Developer to provide a further or replacement Developer Works Security to ensure that the amount of Developer Works Security held by the Council equals the amount the Council is entitled to hold under this Deed.

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- 38.9 The Developer is to ensure that the amount of the Developer Works Security provided to the Council at any time is indexed in accordance with Item 11.b of the Particulars.

Restriction of entering Council land

- 38.10 Despite any other provision of this Deed, the Council, in its absolute discretion, may refuse to allow the Developer to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Developer with any plant, equipment, facilities or assistance relating to the carrying out of the Developer Works if the Developer has not provided the Developer Works Security to the Council in accordance with this Deed.

39 Breach of obligations**Notice of breach**

- 39.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
- 39.1.1 specifying the nature and extent of the breach,
- 39.1.2 requiring the Developer to:
- (a) Rectify the breach if it reasonably considers it is capable of rectification, or
 - (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
- 39.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

Failure to comply with notice of breach

- 39.2 If the Developer fails to fully comply with a notice referred to in clause 39.1, the Council may, without further notice to the Developer and notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity:
- 39.2.1 call-up the Developer Works Security and apply it to remedy the Developer's breach, and
- 39.2.2 step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.

Recovery of costs by Council

- 39.3 Any costs incurred by the Council in remedying a breach of this Deed by the Developer may be recovered by the Council by either or a combination of the following means:

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- 39.3.1 by calling-up and applying the Developer Works Security provided by the Developer under this Deed, or
- 39.3.2 as a debt due in a court of competent jurisdiction.
- 39.4 For the purpose of clause 39.3, the Council's costs of remedying a breach of this Deed by the Developer include, but are not limited to:
 - 39.4.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 39.4.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 39.4.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

Exercise of Council's rights at law or in equity

- 39.5 Nothing in this clause 39 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

40 Termination

- 40.1 If the Council reasonably considers that the Developer has failed to fully comply with a written notice given under this Deed in relation to a breach of the Developer's obligations, the Council may, without further notice to the Developer:
 - 40.1.1 terminate this Deed by written notice to the Developer, and
 - 40.1.2 take the Developer Works out of the hands of the Developer, and
 - 40.1.3 access and use the Developer Works Security.

41 Effect of termination

- 41.1 If the Council terminates this Deed:
 - 41.1.1 the Parties are to immediately stop performing the Deed,
 - 41.1.2 no rights of the Council existing at the date of termination are affected,
 - 41.1.3 the Developer is not entitled to any payment or compensation for damages, losses or Costs arising because of the termination,
 - 41.1.4 the Developer is to pay any Costs the Council incurs, and which are invoiced to the Developer, in completing the Developer Works that exceed the amount of the Developer Works Security,
 - 41.1.5 the Council may complete the Developer Works by such means as it considers reasonably appropriate,
 - 41.1.6 without paying compensation, take possession of any of the Developer's documents, information or records as it reasonably needs to complete the Developer Works,

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- 41.1.7 without paying compensation, take possession of any land the Developer owns or controls as it reasonably needs to complete the Developer Works.

42 Enforcement in a court of competent jurisdiction

- 42.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 42.2 For the avoidance of doubt, nothing in this Deed prevents:
- 42.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
- 42.2.2 the Council from exercising any function under the EPA Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

Part 6 – Restriction on Dealings**43 Restriction**

- 43.1 The Developer is not to assign the Developer's rights or obligations under this Deed, or novate this Deed to any person unless:
- 43.1.1 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Developer's rights or obligations under this Deed are to be assigned or novated of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
- 43.1.2 the Council has given written notice to the Developer stating that it reasonably considers that the assignee or novatee is reasonably capable of performing its obligations under this Deed, and
- 43.1.3 the Developer is not in breach of this Deed, and
- 43.1.4 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.

44 Continued performance of obligations by Developer

- 44.1 The Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 43.1.

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Part 7 – Indemnities & Insurance**45 Risk**

- 45.1 The Developer performs this Deed at its own risk and its own cost.

46 Release

- 46.1 The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

47 Indemnity

- 47.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

48 Insurance**Requirement for Developer insurances**

- 48.1 The Developer is to take out and keep current to the satisfaction of the Council the Insurances in relation to the Developer Works until the Developer Works are completed in accordance with this Deed.

Failure to comply with requirement

- 48.2 If the Developer fails to comply with clause 48.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 48.2.1 by calling upon the Developer Works Security provided by the Developer to the Council under this Deed, or
 - 48.2.2 recovery as a debt due in a court of competent jurisdiction.
- 48.3 The Developer is not to commence to provide any Developer Works unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 48.1.

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- 49.1 Before construction of the Developer Works commences, the Developer must ensure that the Council is provided with evidence satisfactory to the Council that all subcontractors engaged in relation to the Developer Works, are:
 - 49.1.1 covered by the insurances the Developer is required to take out and maintain in relation to the Developer Works, or
 - 49.1.2 have effected and maintain insurance policies that are the same types and for the same amounts and periods as the Developer's insurances.

Part 8 – Other Provisions**50 Confidentiality****Confidentiality Obligations**

- 50.1 Each party must keep confidential and must not publicly announce or disclose information about:
 - 50.1.1 documents, plans and other material clearly identified as confidential, or which should reasonably be considered confidential,
 - 50.1.2 any tender by the Developer relating to the Developer Works.
- 50.2 In particular, any party receiving confidential information must:
 - 50.2.1 treat the information as it would its own confidential material,
 - 50.2.2 promptly notify the Council if it becomes aware that the law might require the information to be disclosed,
 - 50.2.3 ensure that only authorised persons have access to the information and that it is stored safely and securely.

Breach of confidentiality

- 50.3 The Parties must immediately notify each other if they become aware of a breach of confidentiality relating to the Developer Works or this Deed.

Survival of confidentiality obligations

- 50.4 The confidentiality obligations contained in this Deed survive the completion of the Developer Works or the termination of this Deed, whichever occurs first, by 5 years, unless otherwise agreed in writing between the Parties.

Exceptions to confidentiality obligation

- 50.5 The confidentiality obligations contained in this Deed do not apply if a disclosure of confidential information is required:
 - 50.5.1 by law,

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- 50.5.2 by the Listing Rules of the Australian Securities Exchange Limited,
- 50.5.3 to enable a Party to perform its obligations, or to make or defend any claim or dispute, under the Works-in-Kind Deed,
- 50.5.4 under this Deed,
- 50.5.5 but only if, before the Party discloses any confidential information, it notifies the other Party in writing of the information it proposes to disclose and explains why it proposes to do so.

51 Ownership of Intellectual Property**Certain rights not affected by Deed**

- 51.1 Nothing in this Deed affects the ownership of Background Intellectual Property or Third Party Intellectual Property unless expressly provided to the contrary in this Deed.

Ownership of Intellectual Property relating to Developer Works

- 51.2 The Council owns all Intellectual Property relating to the Developer Works that does not belong to a person other than the Council or the Developer.

Licence by Developer

- 51.3 The Developer grants to the Council a royalty-free, irrevocable, worldwide, perpetual, non-exclusive licence for all Background Intellectual Property it owns, including the right to sub-licence it for the purpose of:
 - 51.3.1 using, maintaining and disposing of the Developer Works or support systems,
 - 51.3.2 modifying and developing the Developer Works and support systems, linked works or associated infrastructure,
 - 51.3.3 completing the Developer Works on termination of this Deed,
 - 51.3.4 rectifying Defects relating to the Developer Works.
- 51.4 The Developer is to use its best endeavours to ensure that the Council is granted a licence on the same terms from each subcontractor engaged in relation to the Developer Works.
- 51.5 The Developer is to use its best endeavours to ensure that the Council is granted a licence to use all Third Party Intellectual Property on the best commercial terms reasonably available.

52 Technical Data

- 52.1 The Developer is to give the Council any Technical Data that the Council considers reasonably necessary in relation to the Developer Works.
- 52.2 The Council may provide Technical Data to any person for a purpose relating to the Developer Works.

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- 53.1 The Developer is not to enforce any moral rights against the Council relating to the Developer Works.
- 53.2 The Developer is to use its best endeavours to ensure that no other person enforces any moral rights against the Council relating to the Developer Works.

54 Force Majeure**Notification**

- 54.1 If a Party is affected, or likely to be affected, by a Force Majeure Event, that Party must promptly notify the other Party, giving:
 - 54.1.1 full details of the event,
 - 54.1.2 an estimate of its duration,
 - 54.1.3 the obligations under this Deed it affects and how much it will affect them,
 - 54.1.4 the steps either taken or planned to manage its effects.

Suspension of obligations

- 54.2 A Party's obligations under this Deed are suspended if those obligations are affected by a Force Majeure Event for as long as the event continues.
- 54.3 A Party affected by a Force Majeure Event must do all it reasonably can to remove, overcome or minimise the effects of the event as quickly as possible.

55 Notices

- 55.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
 - 55.1.1 delivered or posted to that Party at its address set out in Item 15 or 16 of the Particulars, or
 - 55.1.2 emailed to that Party at its email address set out in Item 15 or 16 of the Particulars.
- 55.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 55.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 55.3.1 delivered, when it is left at the relevant address,
 - 55.3.2 sent by post, 2 business days after it is posted, or

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55.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

55.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

56 Approvals and Consent

56.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.

56.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

57 Costs of this Deed**Costs of Deed**

57.1 The Developer is to pay to the Council the Council's costs not exceeding the amount specified in Item 17 of the Particulars in relation to preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.

Enforcement costs

57.2 The Council may serve a notice in writing on the Developer ('**Enforcement Cost Notice**') requiring the Developer to pay all or any reasonable costs and expenses incurred by the Council in connection with:

57.2.1 investigating a non-compliance by the Developer with this Deed, and

57.2.2 enforcing compliance by the Developer with this Deed.

57.3 For the avoidance of doubt, the costs and expenses referred to in clause 57.2 may include the costs or expenses incurred by the Council relating to the preparation or serving of the Enforcement Cost Notice.

57.4 An Enforcement Cost Notice is to specify the amount required to be paid to the Council by the Developer and the date by which the amount is to be paid.

57.5 The Council may recover any unpaid costs and expenses specified in an Enforcement Cost Notice as a debt in a court of competent jurisdiction.

No dispute

57.6 The dispute resolution provisions of this Deed does not apply to anything done by the Council and any requirement imposed on the Developer by the Council in accordance with this clause 57.

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**58 Entire Deed**

- 58.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 58.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

59 Further Acts

- 59.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

60 Governing Law and Jurisdiction

- 60.1 This Deed is governed by the law of New South Wales.
- 60.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 60.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

61 Joint and Individual Liability and Benefits

- 61.1 Except as otherwise set out in this Deed:
- 61.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and
- 61.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

62 No Fetter

- 62.1 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

63 Illegality

- 63.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

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- 64.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 64.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

65 Amendment

- 65.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with section 203 of the Regulation.

66 Waiver

- 66.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 66.2 A waiver by a Party is only effective if it:
- 66.2.1 is in writing,
 - 66.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 66.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 66.2.4 is signed and dated by the Party giving the waiver.
- 66.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 66.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 66.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

67 GST

- 67.1 In this clause:
Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.

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GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

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

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- 67.2 Subject to clause 67.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 67.3 Clause 67.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 67.4 No additional amount shall be payable by the Council under clause 67.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 67.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 67.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 67.5.2 that any amounts payable by the Parties in accordance with clause 67.2 (as limited by clause 67.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 67.6 No payment of any amount pursuant to this clause 67, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 67.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 67.8 This clause continues to apply after expiration or termination of this Deed.

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Lochinvar****Maitland City Council / Lochinvar Downs Pty Ltd****Schedule 1: Particulars**

(Clause 1.1)

Item	Details
1. Development	Development authorised by the Applicable Development Consent on the Land being Lot 310 DP 1034974 for a Torrens Title subdivision comprising 313 residential lots and supporting infrastructure.
2. Applicable Development Consent	The consent granted by the Council under the EPA Act to Application No. DA18/0456 on 22 October 2019 as modified from time to time.
3. Applicable Contributions Plans	Lochinvar Section 94 Contributions Plan 2014 Maitland City Wide Section 94 Contributions Plan 2016
4. Developer Works	See Column 1 of Schedule 2
5. Developer Works Completion Date	See Column 3 of Schedule 2
6. Developer Works Agreed Cost	For a Developer Work - See Column 4 of Schedule 2
7. Council Developer Works Contribution Amount	N/A
8. Development Contribution Amount	\$7,834,944.00 payable under Condition 2 of the Applicable Development Consent indexed in accordance with that condition.
9. Development Contribution Credit Amount	The Developer Works Agreed Cost for a Developer Work
10. Development Contribution Surplus Credit Amount	N/A
11. Developer Works Security:	
a. Developer Works Security	N/A
b. Indexation of Developer Works Security	N/A
12. Defects Liability Period	12 months
13. Maintenance Period	N/A

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14. Insurances: a. Contract Works Insurance b. Public Liability c. Professional Indemnity d. Workers Compensation Insurance e. Other insurance	<p>For the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works.</p> <p>For at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party.</p> <p>N/A</p> <p>As required by law.</p> <p>As required by law.</p>
15. Council Contact for Notices	<p>Postal Address: PO Box 220 Maitland NSW 2320</p> <p>Email: anne.humphries@maitland.nsw.gov.au</p> <p>Telephone: (02) 4934 9861</p> <p>Representative: Anne Humphries</p>
16. Developer Contact for Notices	<p>Postal Address: PO Box 3042, Thornton NSW 2322</p> <p>Email: debg@hunterland.com.au</p> <p>Telephone: (02) 4966 4966</p> <p>Representative: Deb Gordon</p>
17. Costs of Deed	<p>\$10,000.00 +GST</p>

Works-in-Kind Deed
Regional Stormwater Basin & Road Works, Springfield Drive, Lochinvar
Maitland City Council / Lochinvar Downs Pty Ltd



Schedule 2: Developer Works Details

Column 1 Developer Works	Column 2 Contributions Plan Category	Column 3 Developer Works Completion Date	Column 4 Developer Works Agreed Cost (\$)
The construction of a regional stormwater basin being the Service/Facility identified as ' <i>New Basin 9.04, L37, Station Lane Below Southern Ring Road</i> ' in the Works Schedules in Lochinvar Section 94 Contributions Plan 2014, as depicted in the Developer Works Plans and Drawings in the location shown in the Developer Works Location Plan.	Stormwater Management	Upon the issuing of a Practical Completion Certificate and prior to the issuing of a Subdivision Certificate for Stage 9 of the Development	\$2,183,640
The construction of a roundabout being the Service/Facility identified as ' <i>Intersection Roundabouts, L28 Southern Ring Road, Central Intersection with Southern Collector Road</i> ' in the Works Schedules in Lochinvar Section 94 Contributions Plan 2014, as depicted in the Developer Works Plans and Drawings in the location shown in the Developer Works Location Plan.	Road and Traffic Facilities	Upon the issuing of a Practical Completion Certificate and prior to the issuing of a Subdivision Certificate for Stage 2C of the Development	\$676,369
The construction of a median strip being part of the Service/Facility	Road and Traffic Facilities	Upon the issuing of a Practical Completion Certificate and prior to the issuing of a	\$768,879

Works-in-Kind Deed**Regional Stormwater Basin & Road Works, Springfield Drive,
Lochinvar****Maitland City Council / Lochinvar Downs Pty Ltd**

identified as ' <i>Median Construction & Access Management Works, L20, Southern Ring Road New England Highway to New England Highway</i> ' in the Works Schedule in Lochinvar Section 94 Contributions Plan 2014, as depicted in the Developer Works Plans and Drawings in the location shown in the Developer Works Location Plan.		Subdivision Certificate for Stage 2C and 5 of the Development	
The construction of a drainage culvert being part of the Service/Facility identified as ' <i>Major Drainage Culverts, L31, Southern Ring Road x 3, New England Highway to New England Highway</i> ' in the Works Schedules in Lochinvar Section 94 Contributions Plan 2014, as depicted in the Developer Works Plans and Drawings in the location shown in the Developer Works Location Plan.	Road and Traffic Facilities	Upon the issuing of a Practical Completion Certificate and prior to the issuing of a Subdivision Certificate for Stage 5 of the Development	\$698,666

Regional Stormwater Basin & Road Works, Springfield Drive, Lochinvar

Maitland City Council / Lochinvar Downs Pty Ltd



Schedule 3: Developer Works Location Plan



Works-in-Kind Deed

**Regional Stormwater Basin & Road Works, Springfield Drive,
Lochinvar**

Maitland City Council / Lochinvar Downs Pty Ltd



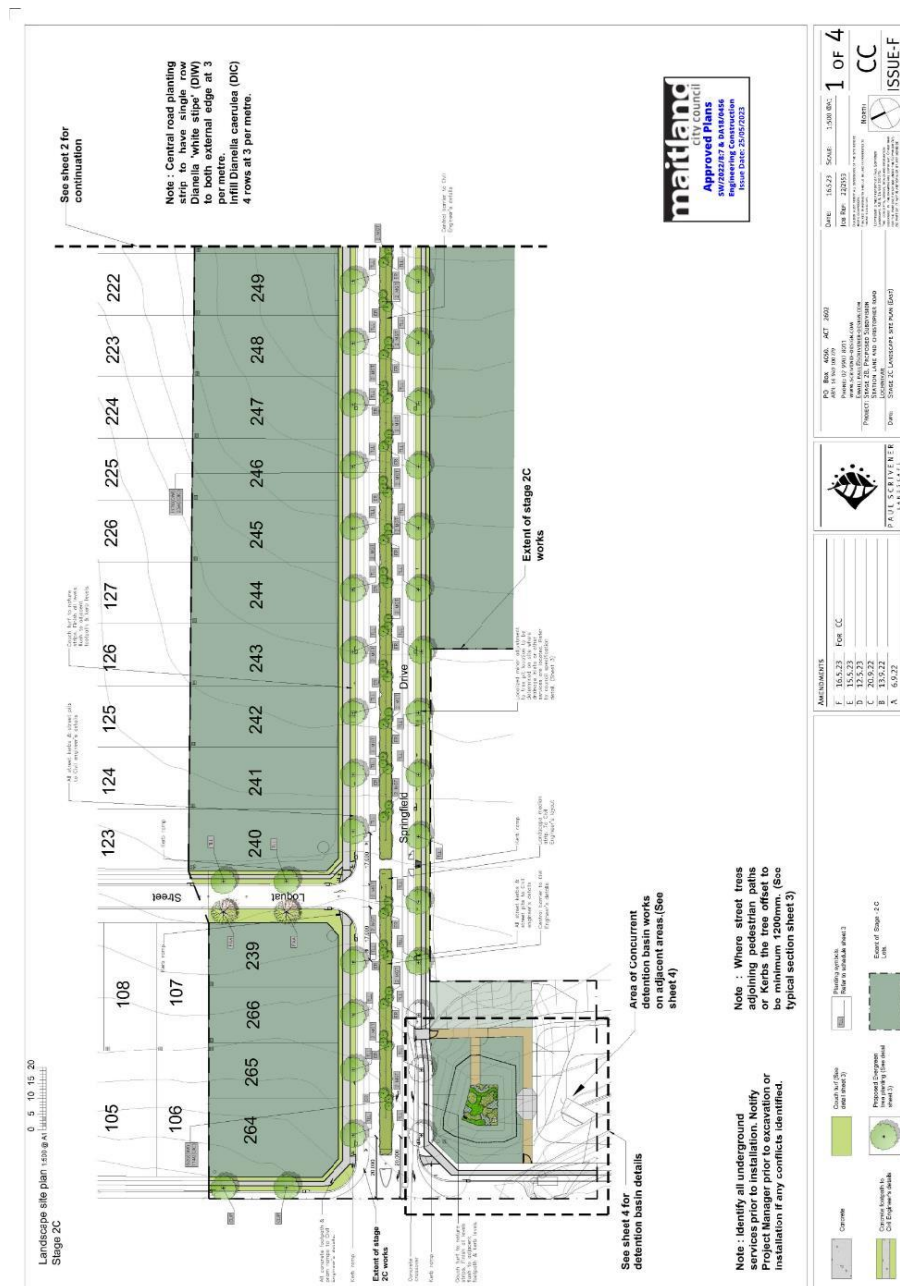
Schedule 4: Developer Works Plans and Drawings

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Works-in-Kind Deed

Regional Stormwater Basin & Road Works, Springfield Drive, Lochinvar

Maitland City Council / Lochinvar Downs Pty Ltd



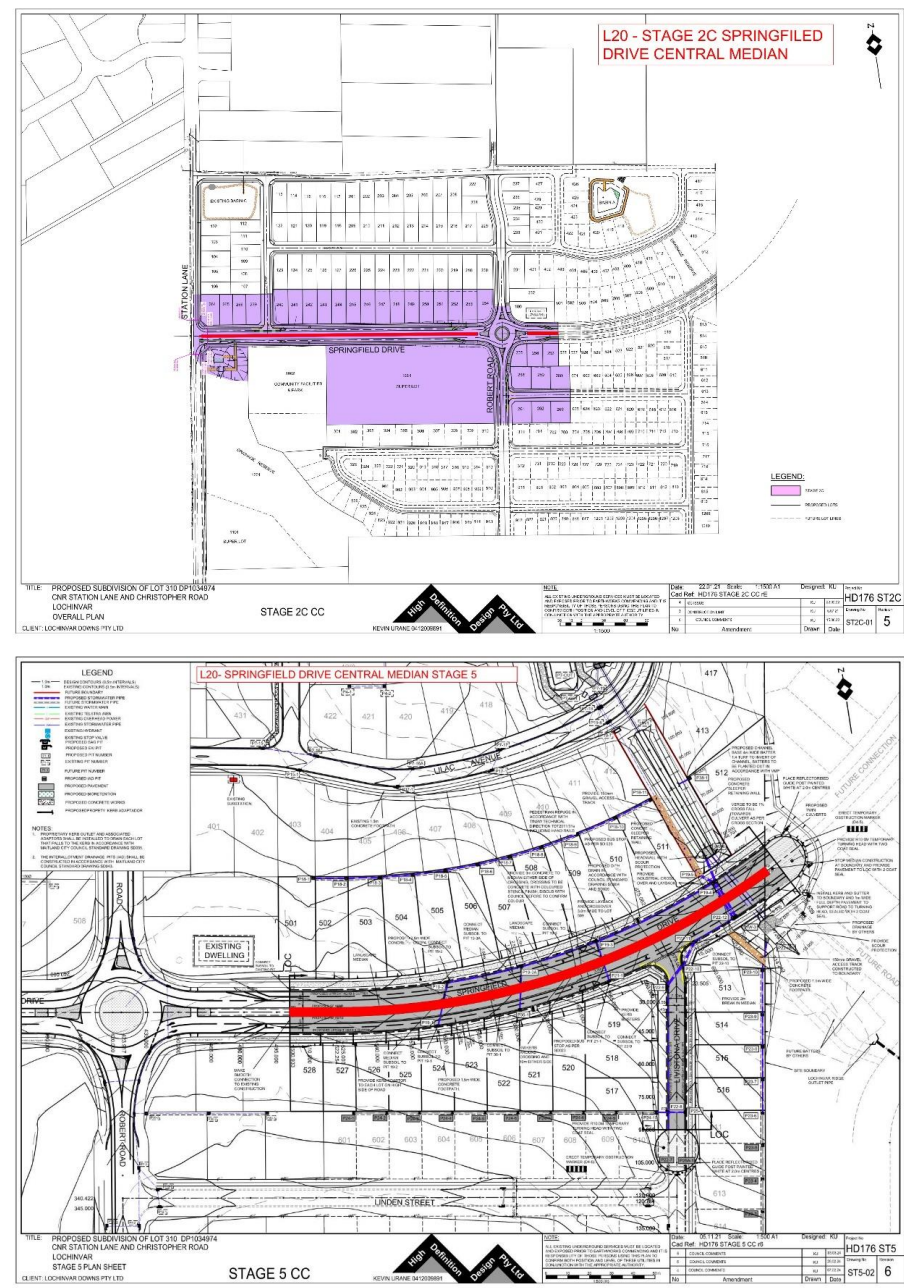
Works-in-Kind Deed

Regional Stormwater Basin & Road Works, Springfield Drive, Lochinvar

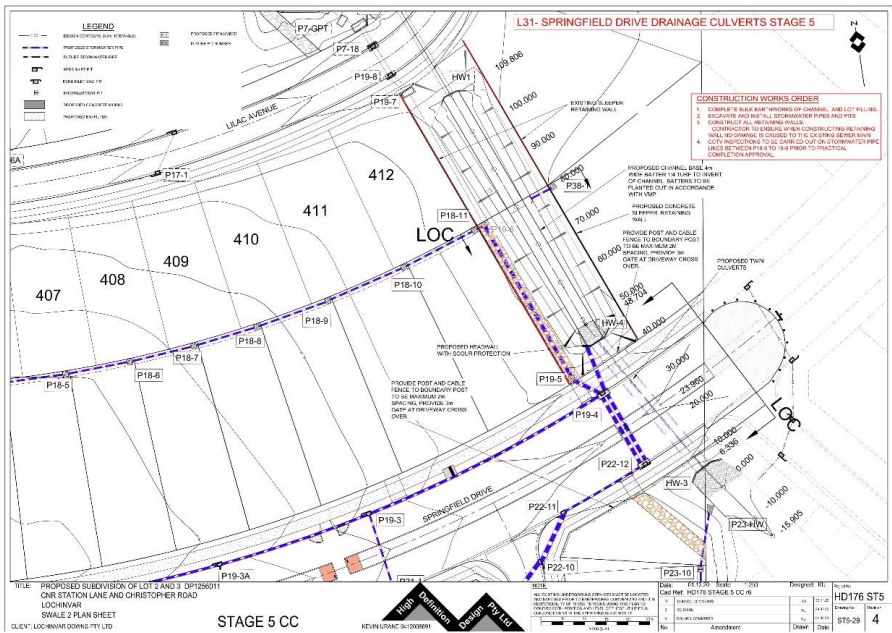
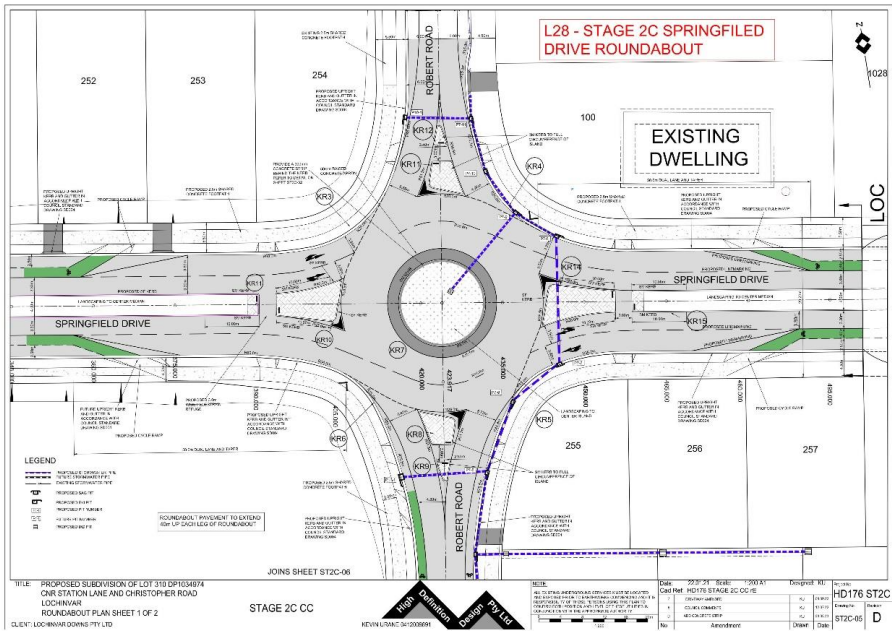
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Works-in-Kind Deed
Regional Stormwater Basin & Road Works, Springfield Drive,
Lochinvar
Maitland City Council / Lochinvar Downs Pty Ltd



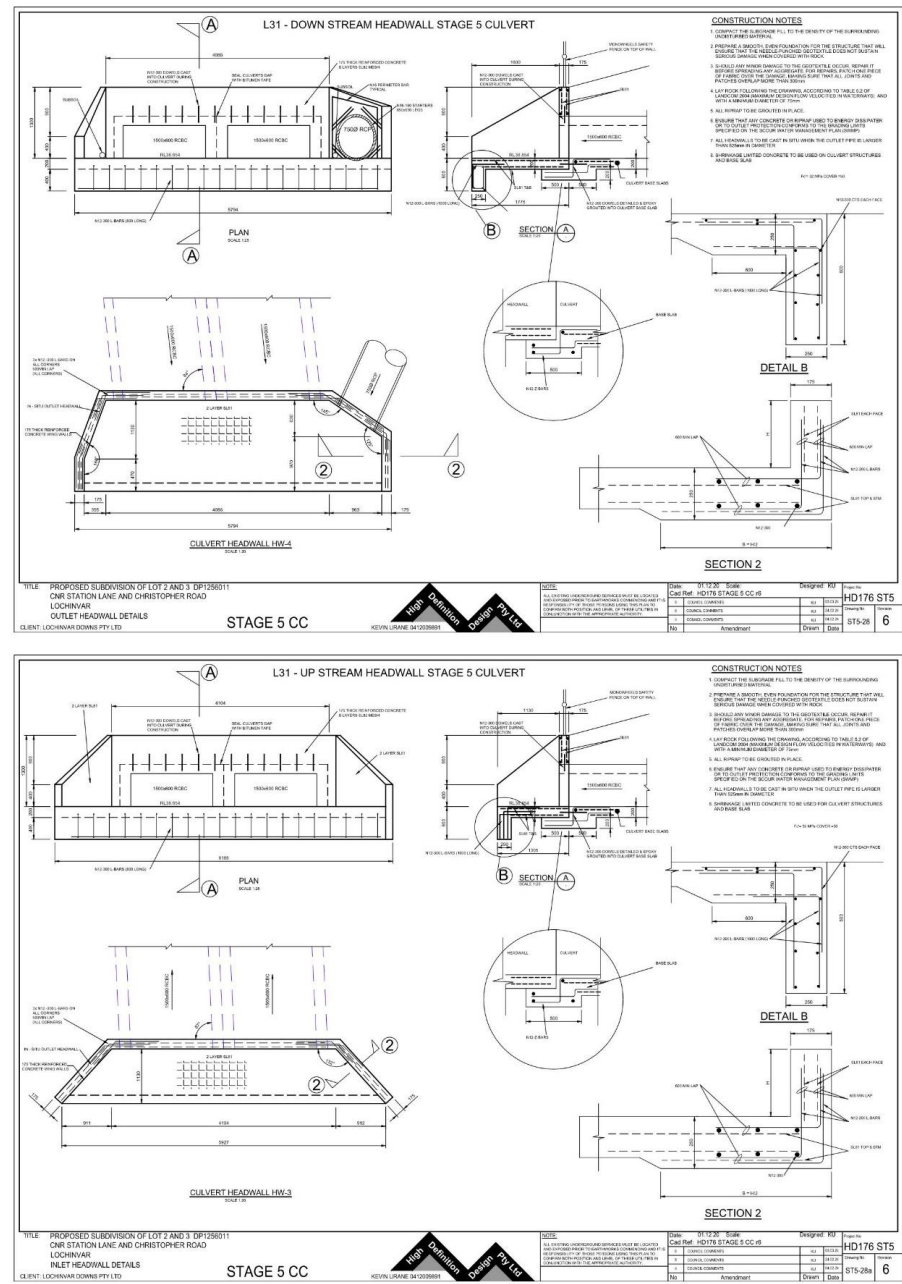
Works-in-Kind Deed
Regional Stormwater Basin & Road Works, Springfield Drive,
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Works-in-Kind Deed

Regional Stormwater Basin & Road Works, Springfield Drive,
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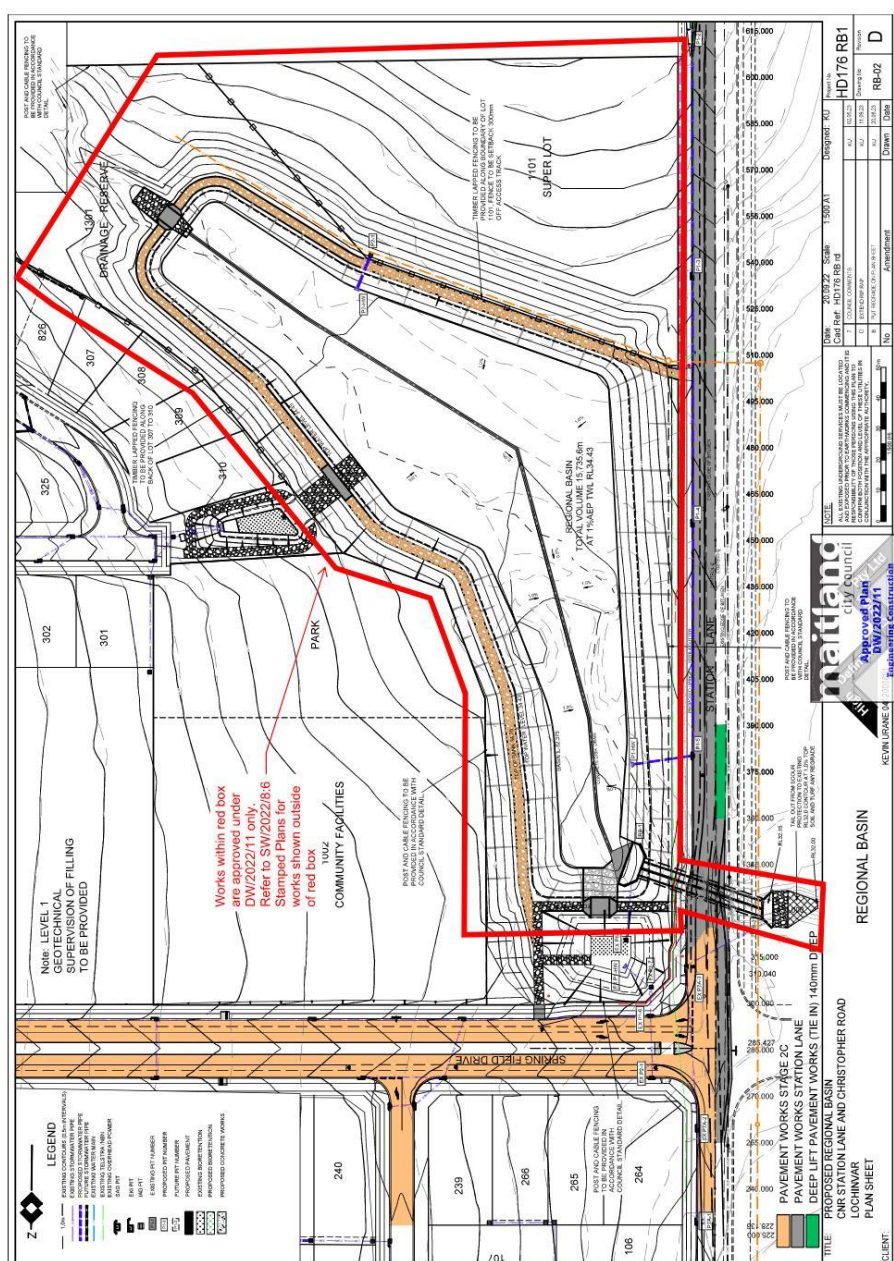
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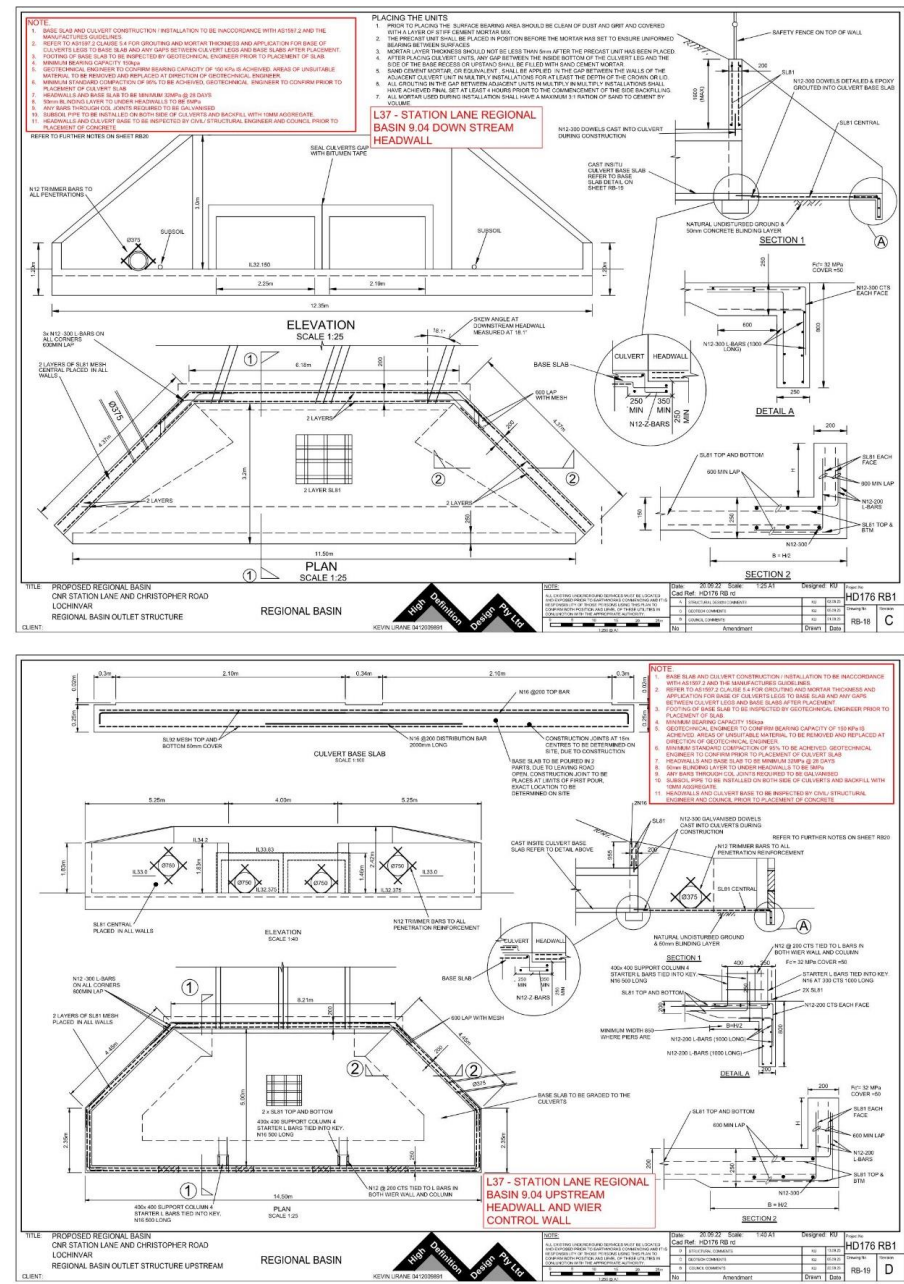
Regional Stormwater Basin & Road Works, Springfield Drive, Lochinvar

Maitland City Council / Lochinvar Downs Pty Ltd





Works-in-Kind Deed
**Regional Stormwater Basin & Road Works, Springfield Drive,
Lochinvar**
Maitland City Council / Lochinvar Downs Pty Ltd



Works-in-Kind Deed
Regional Stormwater Basin & Road Works, Springfield Drive,
Lochinvar
Maitland City Council / Lochinvar Downs Pty Ltd



Execution

Executed as a Deed

Dated:

Executed by the COUNCIL pursuant to a resolution passed at a duly convened meeting held on _____ :

General Manager

Witness

Name

Executed by the Developer in accordance with s127(1) of the Corporations Act (Cth) 2001

Director

Director / Secretary

Name

Name

City Planning

**DA/2023/906 FOR DEMOLITION OF
EXISTING STRUCTURES, ONE (1) INTO FOUR
(4) LOT TORRENS TITLE SUBDIVISION,
CONSTRUCTION OF THREE (3) NEW
DWELLINGS AT 52 GLENROY STREET,
THORNTON**

**Planners Assessment Report (Under
Separate Cover)**

Meeting Date: 9 April 2024

Attachment No: 3

Number of Pages: 17

DEVELOPMENT APPLICATION ASSESSMENT REPORT

Version 1: Comprehensive

Application No:	DA/2023/906
Proposal:	Demolition of Existing Structures, One (1) into Four (4) Lot Torrens Title Subdivision, Construction of Three (3) New Dwellings
Address:	52 Glenroy Street THORNTON NSW 2322
Lot & DP No:	10//10725
Property No:	16128
Applicant:	Hunter Vegetation Management Pty Ltd
Owner:	Hunter Vegetation Management Pty Ltd
Author:	Mia Gallaway
Site Inspection:	6 December 2024
Site Constraints:	Bushfire Prone Land (Buffer zone), Flood Prone Land, Coastal Area Proximity Wetland, ASS (Class 5).
Restrictions on title:	N/A

INTRODUCTION

The purpose of this report is to provide a detailed discussion and assessment of Development Application No. DA/2023/906 proposing Demolition of Existing Structures, One (1) into Four (4) Lot Torrens Title Subdivision, Construction of Three (3) New Dwellings. The assessment will provide consideration of the proposal under the Environmental Planning and Assessment Act 1979, the Maitland Local Environmental Plan 2011, the Maitland Development Control Plan 2011 and any other relevant legislation, guidelines and policies of the Council.

Description of Proposed Development

The proposal includes:

- Demolition of existing shed and ancillary structures on site, retaining the existing dwelling on site;
- Construction of attached carport to existing dwelling, and new driveway access from Glenroy Street;
- Earthworks, construction of proposed driveways, drainage, retaining walls, utility services, and site infrastructure including landscaping;
- Construction of three (3) single story dwellings with attached garages; and
- Torrens title subdivision of one (1) into four (4) lots, with each lot containing a single dwelling, in the below configuration:
 - Lot 1: 443.1m² (to contain existing dwelling)
 - Lot 2: 303.2m² (to contain Dwelling 1)
 - Lot 3: 401.9m² (to contain Dwelling 2)
 - Lot 4: 407.4m² (to contain Dwelling 3)

Dwelling 1 contains two bedrooms and two bathrooms, including ensuite, with an open plan living and dining area and single car garage, and private open space facing north-east. Dwelling 2 contains three bedrooms and two bathrooms, including ensuite, with an open plan living and dining area and double car garage, and private open space facing north. Dwelling 3 contains two bedrooms and two bathrooms,

including ensuite, with an open plan living and dining area and single car garage and private open space facing north-west.

Access to all dwellings will be via a new proposed driveway from Glenroy Avenue, with Dwelling 2 and 3 proposed from a battleaxe arrangement and Dwelling 1 being directly from the street. The existing dwelling access will remain unchanged except to remove the existing access from the adjoining lane. No vegetation is proposed for removal.

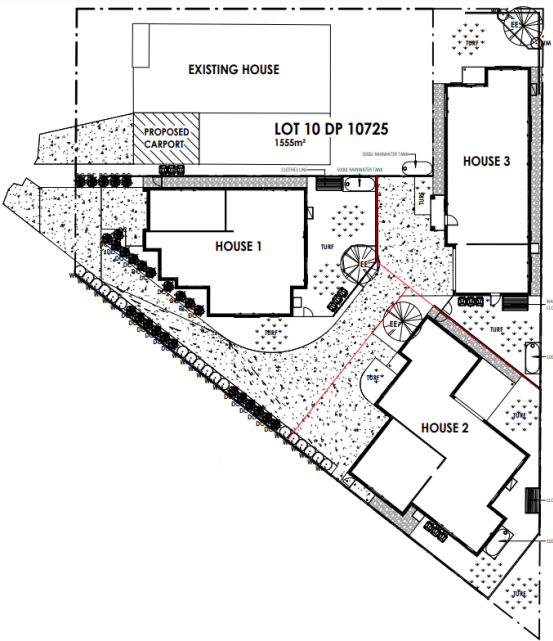


Figure 1: Proposed site and landscape plan

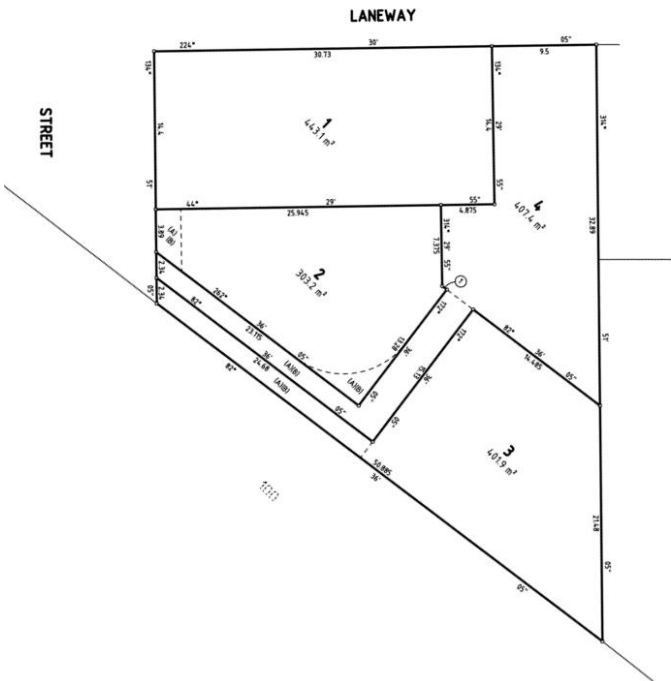


Figure 2: Proposed subdivision plan

Description of the Land on which the proposal is to be carried out.

The legal description of the land on which the development is to be carried out is Lot10 DP I/10725, 52 Glenroy Street THORNTON.

The site is trapezoidal in shape with an area of 1556m², located on the corner of Glenroy Street to the south-west and an unnamed lane to the north-west. The site currently contains a single storey dwelling with associated ancillary structures including a pool to the rear of the dwelling, two sheds to the south of the dwelling and a detached double garage at the rear of the dwelling, fronting the laneway. There is minor vegetation located at the front of the site which screens the existing dwelling from the street, the rest of the site is grass, gravel or hardstand. The site slopes from the north to south-eastern corners, with a fall of 2.2 metres.

Surrounding development is of a similar low-density residential nature, with the adjoining land to the south zoned for rural purposes. The site is within close proximity to services, including shops and Thornton Railway Station. A site inspection was carried out on 6 December 2023, with images shown below.



Figure 3: GIS aerial image of subject site and surrounds



Figure 4: View of existing dwelling and site frontage from Glenroy Street, looking north-east



Figure 5: View of existing site frontage showing access from Glenroy Street and shed to be demolished



Figure 6: View of shed and carport to be demolished, proposed new access



Figure 7: View of existing double garage and access to site from laneway, to be demolished



Figure 8: View from corner of Glenroy Street and unnamed lane, looking south-east with subject site to the left



Figure 9: View from corner of Glenroy Street and unnamed lane, looking north-east with subject site to the right

PREVIOUS DEVELOPMENT HISTORY

There are several previous consents on file relating to the existing structure on site, which are detailed in the table below. It is assumed that consent for the existing dwelling was issued prior to digital records.

Application No.	Description	Status	Date
SA91/059	Subdivision of two (2) lots	Operational Approval	10/04/1991
DA93/0072	Swimming pool	Operational Approval	15/10/1999
UD100/0359	Erect Garage	Operational Approval	03/03/2000
DA14/2386	Deck and awning	Operational Approval	10/11/2014

PLANNING ASSESSMENT - 4.15(1) matters for consideration

Development Type

- The proposal is categorised as *local development*, under the Environmental Planning and Assessment Act 1979 (EPA Act).
- The proposal is also *integrated development* under Section 4.46 of the EPA Act.

Contributions

- The proposal attracts a contribution of **\$26,148** under Council's current adopted Section 7.11 Plan
- The proposal attracts a contribution of **\$24,435.10** under s7.28 Housing and Productivity Contributions as it was submitted to Council after 1 October 2023 and involves residential subdivision. Relevant conditions of consent have been included.

Section 4.15(1)(a)(i) - Provisions of any environmental planning instrument

Maitland Local Environmental Plan 2011

The subject land is zoned R1 General Residential under the Maitland Local Environmental Plan 2011 (LEP). The proposed development is defined as dwellings and subdivision under the LEP, both of which are a type of development permitted with consent in the R1 zone. The proposal is consistent with the zone objectives for the R1 General Residential zone in that it provides for the housing needs of the community, in a variety of types in a higher density.

The following clauses of the Maitland LEP 2011 are relevant to the assessment of the proposal:

2.6 Subdivision

The application includes a subsequent Torrens title subdivision of the dwellings into four (4) lots. Subdivision is permitted with consent under this clause.

2.7 Demolition

The development proposes demolition of three existing ancillary structures and hardstand on site and is not considered exempt under the SEPP. Appropriate demolition of any asbestos has been included as a condition of consent.

4.1 Minimum Lot Size

The minimum lot size for the subject site is 450m², however the development gains permissibility through clause 4.1A below.

4.1A Exceptions to minimum lot sizes in Zone R1

- (1) The objective of this clause is to encourage housing diversity without adversely impacting on residential amenity.
- (2) This clause applies to development on land in Zone R1 General Residential.
- (3) Despite clause 4.1, consent may be granted to development on land to which this clause applies if the development includes both of the following—
 - (a) the subdivision of land into 2 or more lots equal to or greater than 300 square metres,
 - (b) the erection of an attached dwelling, a semi-detached dwelling or a dwelling house on each lot resulting from the subdivision.

The development includes subdivision of land into the following lot sizes:

- Lot 1: 443.1m²
- Lot 2: 303.2m²
- Lot 3: 401.9m²
- Lot 4: 407.4m²

The development will result in a dwelling being located on each lot after the subdivision, which is compliant with this clause.

7.1 Acid Sulfate Soils

The subject site is mapped as potentially containing Class 5 acid sulfate soils (ASS). The proposed works will not require any major or deep soil disturbance works that would affect or disturb any potential ASS. In this regard, the disturbance or risk of exposing ASS is unlikely, and as ASS management plan is not required.

7.2 Earthworks

The development includes the minor earthworks in the form of cut and fill. It is considered that these works will not affect the amenity or drainage patterns of the area; and is therefore considered acceptable.

State Environmental Planning Policies

The following State Environmental Planning Policies (SEPP's) are relevant to the assessment of the proposal:

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2 – Coastal Management

The site is mapped as being land within proximity to mapped wetlands. as such the following general matters are required to be considered when determining an application.

As per Section 2.8 of Chapter 2 of the SEPP, development consent must not be granted to development on land identified as 'proximity area for coastal wetlands' unless the consent authority (Council) is satisfied that the proposed development will not significantly impact the biophysical or ecological integrity of the adjacent coastal wetland of the quantity/quality of surface and ground water flows to and from the adjacent wetland.

The proposed development is not considered to impact the biophysical or ecological integrity of the adjacent wetland nor is it considered to impact the quality/quality of the surface and ground water flows to and from said wetlands.

Section 2.12 of Chapter 2 of the SEPP requires consideration to whether the development would increase the risk of coastal hazards. The proposed development is suitably designed and located to not increase risk to coastal hazards.

Therefore the application would generally comply with the aims of the SEPP and the other matters for consideration stipulated under Section 2.8 and 2.12, and can therefore be supported.

Chapter 4 – Remediation of land

The proposed development site has no previous record of contamination, nor is it listed on the NSW list of contaminated and notified sites, published by the EPA. The land is not within an investigation area, nor are there any records of potentially contaminating activities occurring on the site. As such, the site is considered suitable for the proposed development and contaminated land investigation is not warranted in this instance. Conditions of consents in relation to unexpected finds will be placed on the consent.

State Environmental Planning Policy (Building and Sustainability Index: BASIX) 2004

The aim of this SEPP is to encourage sustainable development by ensuring certain forms of development incorporating sustainable elements. The policy requires a BASIX Certificate to be submitted with the development application, which identifies a range of water and energy saving commitments to be included and incorporated into the development. This application includes a BASIX Certificate (Certificate Number: 1397495M, dated 12 July 2023). The proposal is considered compliant with the provisions of the SEPP.

Section 4.15(1)(a)(ii) - Any draft environmental planning instrument that is or has been placed on public exhibition

There are no draft environmental planning instruments applicable to this proposal.

Section 4.15(1)(a)(iii) - Any development control plan

Maitland Development Control Plan 2011 (DCP)

The following chapters of the Maitland DCP are relevant to the assessment of the proposal:

Part A – Administration

In accordance with the requirements of this chapter, the proposal was notified for 14 days from 25 October 2023 to 8 November 2023.

Part B – Environmental Guidelines

B.2 – Domestic Stormwater Management

A stormwater drainage plan has been provided which provides a 5000L rainwater tank (RWT) for each dwelling, with overflow discharged to the street system. A condition of consent has been included to ensure the final discharge of collected stormwater is piped in accordance with Councils Manual of Engineering Standards (MOES), as the plan details bends in pipes which are not appropriate. Additionally, a condition has been imposed to ensure an easement is created to drain water where water from one lot drains over another, as well as relevant conditions relating to inter-allotment drainage system and minimum stormwater detention requirements.

B.3 – Hunter River Flood Plain Management

The subject site is partially mapped as flood prone land, classified as flood storage, with a Flood Planning Level (FPL) of 5.16m AHD. Each proposed dwelling has a finished floor level (FFL) above the FPL, with the exception of dwelling 1, which proposes a FFL of 5.10m AHD. A condition of consent has been imposed to ensure that the floor level of all habitable residential rooms to be at the FPL. Additionally, the 1% AEP for the site is 4.66m, the lowest point of the proposed driveway is 4.40m at the driveway crossover to Glenroy Street. This is safe to drive a vehicle through so remains compliant and safe access in a 1% AEP event. The development was considered by Council's engineer who determined that the site is mapped on the fringe of the flood planning area and the impacts are negligible, with the proposal not anticipated to increase the flood risk to live or properties.

B.6 – Waste Not – Site Waste Minimisation & Management

A waste management plan was provided with the application of which details the type and amount of waste, and methods for disposal. The development will be serviced by Council's Waste Collection upon occupation. The plans demonstrate adequate space for garbage bin collection on the road verge outside the existing dwelling (proposed Lot 1).

Part C – Design Guidelines

C.8 – Residential Design

The proposal is generally in accordance with the requirements of the relevant clauses of the Residential Design section of the DCP 2011 as outlined below:

2. Site Analysis and Context

A site analysis plan (reference: 23017 Sheet A10.0, dated: 12 July 2023) has been provided of which details constraints and opportunities for the development.

3. Development Incorporating Existing Dwellings

The existing dwelling is to be retained on the frontage of Glenroy Street and the unnamed laneway. The existing dwelling maintains general compliance with the relevant requirements of this chapter in regard to private open space, landscaped area, off-street carparking and setbacks.

4. Bulk Earthworks and Retaining Walls

The development includes ancillary bulk earthworks and retaining walls. The maximum amount of cut proposed is 100mm and fill is 500mm. A cut and fill plan was provided which shows proposed minor cut and fill to establish a level building platform. The proposal includes retaining walls on both cut and fill, with the cut retaining walls being setback from the north-eastern property boundaries a minimum of 300mm, with a maximum height of 580mm. Cross sections were provided for this cut retaining wall demonstrating that all footings and fencing can be contained entirely within the property boundary. Additionally, a concrete sleeper fill retaining wall with a maximum height of 1100mm high is proposed on the southern boundary. Any retaining wall greater than 1m will be conditioned to be designed by a suitably qualified structural engineer.

5. Street and Building Setbacks and 6. Side and Rear Setbacks

The development includes the following minimum setbacks:

- Front – All compliant with 4.5m minimum:
 - Existing dwelling 4.8m,
 - Dwelling 1: 4.8m,
 - Dwelling 2 and 3: located at end of battleaxe handles.
- Garages – All compliant with 6m minimum:
 - Dwelling 1: 6m,
 - Dwelling 2 and 3: located at end of battleaxe handles.
 - The garage of Dwelling 1 is setback 200mm from the front building line, being non-compliant 800mm, however it is setback a minimum of 1m behind the building line of the existing dwelling and does not dominate the streetscape and as such is consistent with the objectives of this control.
- Rear/Sides – There is one non-compliance with the side setback of Dwelling 2 having a side/rear setback of 876mm which is non-compliant with the 900mm minimum by 24mm. This setback non-compliance is located at a corner point of Dwelling 2 and is located adjacent to a shed on the neighbouring property. As such, is not anticipated to have any impact to the privacy of neighbouring properties and is considered appropriate in this instance. All other setbacks are compliant with the 900mm requirement.

7. Site Coverage and Unbuilt Areas

The maximum site coverage in the R1 zone is 60%, the development proposes the following site coverage for each lot:

- Lot 1 (existing dwelling): 48.5%
- Lot 2 (Dwelling 1): 65.7%
- Lot 3 (Dwelling 2): 64.5%
- Lot 4 (Dwelling 3): 61%

The existing house on site is compliant with site coverage controls, however the proposed new dwellings all exceed the 60% site coverage maximum, however, the proposed design still allows for stormwater infiltration, satisfactory landscaping and does not visually present as an overdevelopment of the site due to the single-story nature of the dwellings. There is substantial driveway proposed which is a necessity to accommodate the development. The exceedance is minor in nature numerically and given the proposal still complies with the objectives of this section it is considered acceptable.

8. Building Height, Bulk and Scale

The proposal includes a maximum building height of 5.4m, which meets the numerical requirements of Table 4 of this control and complies.

9. External Appearance

The design has considered the existing character, scale and massing of development in the immediate area, including the surrounding landscape. The new dwellings are designed to be sympathetic with the predominant form of the area, with the existing dwelling and landscaping to be retained and only one additional dwelling (dwelling 1) having direct access and visual prominence to Glenroy Street. The other two dwellings will be located on battleaxe lots at the rear of the site.

The development features design and façade details consisting of a variety of building materials and colours adding interest and diversity to the context of the site. The retention of soft landscaping to the front setback assists with minimising bulk and scale. The overall design, including roof form and external materiality, is of a bulk and scale consistent with the desired low-density residential streetscape. The garages do not occupy more than 50% of the frontage of the dwellings, and it is considered that the garages are appropriately integrated into the dwelling design, without having any detrimental impact on the streetscape and provides convenient, safe, and accessible parking to meet the needs of the residents.

10. Open Space

The orientation of the site and proposed private open space areas requires a minimum of 6m x 6m and total area of 45m². All proposed units are provided with private open space area of at least 45m² and compliant with the specifications of this control.

11. Sites Having a Boundary to a Laneway

The subject site adjoins a laneway to the north-west orientation. The proposed dwellings do not orientate toward the laneway with vehicular and pedestrian access via Glenroy Street, therefore meeting the requirements of this control.

12. Accessibility and Adaptable Housing

This section does not apply to the proposal contains less than nine dwellings/units and an adaptable dwelling is not required.

13. Landscape Design

A landscape plan has been provided (reference: 23017, sheet no.: A14.0, dated: 12.07.23) shows that planting will occur utilising at least 3 species over the whole site, with native hedging proposed in the front and side setbacks alongside the proposed battleaxe handle which will soften the impact of this hardstand area. Three canopy trees have been proposed over the site which will enhance the amenity within the development. Minimal space is available in the front setback to allow for additional planting with varying mature heights, however a condition of consent has been imposed to ensure retention of the existing vegetation in front of the existing dwelling, which will have a positive contribution to streetscape. The landscape plan provides details of fencing of which meets the requirements of C8.14.

14. Fencing and Walls

No front boundary fencing is proposed, a 1.8m colourbond fence is proposed for all side and rear boundaries which is considered suitable.

15. Driveway Access and Carparking

Two new driveway crossovers to Glenroy Street are proposed as part of the development works. Both driveways are setback 900mm or more from each side boundary and the pavement width is greater than 2.7m.

Dwelling	Bedrooms	Required parking	Provided parking
Dwelling 1	2	1 space	1 space – single garage
Dwelling 2	3	2 spaces	2 spaces – double garage
Dwelling 3	2	2 spaces	1 spaces – single garage

In addition to the above, the existing dwelling currently has a double garage accessible from the laneway which is proposed to be removed. The loss of these two spaces and site entry is provided in a new driveway crossover from Glenroy Street to a new attached carport. The dimensions of the proposed driveway enables ample space for stacked parking.

16. Views, and Visual and Acoustic Privacy

The dwellings have been designed to limit visual impact and acoustic privacy impacts, including implementation of separation distances and high sill windows. Due to the fill proposed at the rear of the site, Dwelling 2 is sited higher than neighbouring developments. At the highest point, the ground level of Dwelling 2 is sited approximately 1.2m above natural ground level. In spite of this, the use of high sill windows has been implemented on the rear (south) elevations of this dwelling to limit visual privacy impacts on the neighbouring property. A condition of consent has been imposed to enforce this.

17. Water and Energy Conservation

A BASIX certificate has been provided of which outlines requirements of water and energy conservation. The building design is reflective of BASIX requirements. Due to the orientation of the POS and living spaces of the dwellings being oriented north/north-west, the development avoids the potential for the significant overshadowing of habitual rooms and private open spaces within the development and adjoining development.

18. Stormwater Management

A stormwater management plan has been provided of which demonstrates consistency with Chapter B2 per the assessment provided above.

19. Security, Site Facilities and Services

Mailboxes, clotheslines, and bin storage have been provided in accordance with this control. A waste management plan has been submitted with the application which demonstrates that the development can be serviced by communal bins (3 x general waste, 4 x recycling and 3 x garden organics).

C.10 – Subdivision*EC.1 Flora and Fauna*

No vegetation is proposed for removal and no further assessment is required.

EC.2 Heritage and Archaeology

The site is not mapped as within a heritage area or in proximity to heritage items, as such no further assessment is required. An AHIMS search shows that there are no known or potential Aboriginal sites

recorded in or near the site. Additionally, the nature of the existing site is disturbed from the development of the dwelling and ancillary structures. Notwithstanding, relevant conditions of consent have been imposed relating to unexpected finds.

EC.3 Hazards

The site is mapped as being within the flood planning area, on the fringe of this mapping. As discussed elsewhere in this report, the proposed works are located above the flood planning level with no anticipated risk to life or property created as a result of the development.

DC.1 Lot Size and Dimension

The resultant lots do not achieve the minimum lot size requirements prescribed by Maitland LEP 2011, however gain permissibility under clause 4.1A as they will result in a dwelling being located on each lot and are fit for purpose. The residential lots range from 443.1m² and 303m². The proposed allotments follow the natural topography of the site and limit the amount of earthworks and vegetation removal required. The access handle serves two lots with each handle 2.34m wide, with a total width 4.68m. No more than 2 lots will be serviced by reciprocal right-of-carriageway in accordance with the DCP.

DC.2 Solar Access and Energy Efficiency

The proposed subdivision has been designed to maximise solar access with the dwellings proposed towards the southern portion of the lot to allow open space orientated towards north and north-west.

DC.3 Drainage, Water Quality and Soil Erosion

The site does not contain any natural watercourses or drainage lines. A stormwater drainage plan has been submitted as part of the supporting documentation. On-site detention has been provided in accordance with the requirements of BASIX and Council's MOES. The overflow from the rainwater tanks will be directed to nearby stormwater pits before being discharge into Council's drainage system along Glenroy Street. Appropriate conditions of consent have been included to ensure the development works comply with relevant provision of Council's MOES.

DC.4 Landscape, Streetscape and Visual Impact

The proposed lot fronting Glenroy Street retains the existing dwelling with proposed new dwellings erected at the rear of the site and obscured from view from the street interface, with only Dwelling 1 adjacent to the existing dwelling. The existing landscaped front yard to the existing dwelling is retained, and new plantings are proposed in front of dwelling 1 and along the southern boundary battleaxe driveway to the rear dwellings.

DC.5 Effluent Disposal

All proposed sites can be serviced by Hunter Water Corporation reticulated networks. Evidence to support this will be required prior to the issue of a subdivision certificate. A condition to ensure compliance with this requirement will be included in the determination.

DC.6 Roads and Access, Pedestrian and Cycleways

No roads are proposed as part of this application. All proposed sites will retain existing direct access to a public road (Glenroy Road).

DC.7 Crime Prevention

It is considered unlikely that a development of this nature would result in an increase in anti-social behaviour or security risk to the sites or surrounding area. Clear delineation between the public and private spaces is maintained.

DC.8 Site Filling

No extensive earthworks are proposed as detailed earlier within this report

DC.9 Reticulated Services

Both sites are serviced by Hunter Water Corporation reticulated networks. Evidence to support this will be required prior to the issue of a subdivision certificate. A condition to ensure compliance with this requirement will be included in the determination.

C.11 – Vehicular Access and Car Parking

Driveway access and parking has been provided per the requirements of C8.15 (residential design) above. A condition of consent requiring the proposed driveways to be constructed in accordance with Council's Standard Drawing SD0003 has been included. All works within the road reserve are subjected to issue of a Section 138 Certificate under the Roads Act 1993 which has also been conditioned. A condition requiring a reciprocal right of carriageway to be created has been included for the battleaxe handle for the rear lots that cannot enter and exit in a forward direction entirely within their own lot.

C.12 – Crime Prevention through Environmental Design

Internal security for the site will be maintained via the casual surveillance of its inhabitants and neighbours. The proposal will not result in reduced security for the site or immediate area.

Section 4.15(1)(a)(iia) – Any planning agreement that has been entered under section 7.4, or any draft planning agreement that a developer has offered to enter into under section 7.4

There are no planning agreements, or draft planning agreements.

Section 4.15 (1)(a)(iv) - The regulations (to the extent that they prescribe matters for the purposes of this paragraph)

There are no regulations prescribed under Section 61 of the Environmental Planning and Assessment Regulation 2021 which apply to this proposal.

Section 4.15 (1)(b) - The likely impacts of that development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality.

Impacts upon the natural and built environment have been discussed in this report in the context of all relevant policies, including Maitland LEP 2011 and DCP 2011 considerations. The proposed development will not result in any undue adverse impact on the natural or built environment.

The development is located within a site suitably zoned for residential development and of a size able to cater for such development. The development is compatible with the existing character, bulk, scale, and massing of the existing built form in the immediate area. The proposal will not have any negative social or economic impacts.

The development has been designed to generally satisfy the requirements of Maitland DCP 2011 and as a result the development is unlikely to adversely impact upon adjoining properties.

Section 4.15 (1)(c) - The suitability of the site for the development

The site is located within an R1 General Residential zone and the proposal is permissible. The proposed development creates three additional allotments which comply with the minimum lot size requirements under clause 4.1A of the Maitland Local Environmental Plan and provide three additional dwellings to cater for the housing needs of the community in close proximity to services and public transport. The subject development is of a bulk and scale consistent with the existing and desired future character of the locality. The development adheres to site constraints and restrictions and does not unreasonably

impact upon the surrounding environment. The development is considered a suitable outcome for the subject site.

Section 4.15 (1)(d) - Any submissions made in accordance with this Act or the regulations

Public Submissions

The proposal was publicly notified/advertised for a period of 14 days from 25 October 2023 to 8 November 2023 in accordance with the Environmental Planning and Assessment Act 1979 and the Maitland Development Control Plan 2011.

A total of six submissions were received during the exhibition period. Five submissions raised objection to the proposal. One submission indicated no objection to the proposal from an adjacent landowner. A summary of the objections is provided in the following table, with agency comments further below:

Review of Submissions	
Issue	Council Comment
Proposed sizes are all smaller than Maitland Council requirements of 450 square meters, creating a much higher density.	As mentioned above, the land is zoned R1 General Residential pursuant to Maitland LEP 2011. Clause 4.1A of Maitland LEP 2011 allows exceptions to minimum lot sizes in the R1 zone. Consent may be granted to the development application if the development includes the subdivision of the land into 2 or more lots equal to or greater than 300 m ² in size and the erection of a dwelling house on each lot created as a result of the subdivision. This proposal includes both the subdivision of land and the erection of a dwelling house on each lot created as a result of the subdivision. The proposed lots range in size from 303.2m ² to 443.1m ² . As such, proposal meets the minimum lot size requirements of Maitland LEP 2011.
Potential amenity impacts from higher density development such as parking, garbage collection, services, and noise.	The proposal has been assessed in accordance with the requirements of chapter C.8 Residential Design in terms of parking, garbage collection, noise, traffic and services. This proposal meets the requirements of Maitland DCP 2011.
Traffic impacts.	The proposed access arrangements to all three lots allow for vehicles to enter and exit the site in a forward direction from the proposed new driveway along the site's northern boundary. The local street network can cater for the minor increase in traffic movements associated with the subject development.
Non-compliance with Maitland Council setback requirements. Proposed dwellings will be far too close these existing residences.	The proposal predominantly meets side and rear setback requirements contained in Chapter C.8 Residential Design. A minor variation of 24mm (2.67% variation) is proposed on the rear/side setback of Dwelling 2, in the north-east corner of the subject site. As discussed above,

	<p>this non-compliance is considered minor with negligible impacts on neighbours due to the location of the setback being adjacent the existing shed, the variation applying to the corner of the building not the length of the dwelling and being a minor numerical non-compliance.</p> <p>No amenity or noise impacts are anticipated as a result of this non-compliance.</p>
Non-compliance with site coverage requirements. Also, the supplied percentages in the SoEE appear to refer to the plan area and not the total area under eave, as required.	<p>As detailed above, site coverage of the proposed new dwellings is slightly above the maximum requirements contained within the DCP. The proposed dwellings meet the objectives and design principles contained within the DCP, including the provision of adequate solar access, enhancing the existing streetscape, landscaped areas, provision of adequate car parking and accommodating private open space. A minor variation to the DCP is sought in this instance and considered acceptable given the proposal predominantly meets the objectives and design principles in the DCP.</p> <p>Site coverage is calculated from the percentage building footprint (built area) to unbuilt area, not roof plan area as suggested.</p> <p>It is also noted that the DCP permits 70% site coverage for multi-dwelling housing (3 or more dwellings). If the proposal did not include subdivision, the development would be compliant with the DCP site coverage provisions.</p>
Concern about small lot frontage and lack of room available for on street parking and garbage collection.	<p>All car parking is provided on site and meets Council's DCP car parking requirements, with no requirement for on street parking to be provided. The site plans include the placement of waste bins along the road frontage, which demonstrate adequate room available in front of Lot 1 (the existing dwelling).</p>
The rear lane that runs parallel between Glenroy and Rockleigh Streets collects stormwater, which runs off into the unnamed lane, and directly into the rear of the proposed Lot 4. Concern that the proposal will exacerbate this problem.	<p>This concern was raised with Council's engineer who recommended a concrete V-drain to be constructed within the unnamed lane as part of the development to capture and direct stormwater down to Glenroy Street. This has been conditioned and would ensure that stormwater is contained within the reserve of the unnamed roads and doesn't affect the proposed development.</p>

Government Agency Submissions

General terms of approval (GTA's) have been provided by the following government agencies on the basis that the development is classified as integrated development under Section 4.46 of the *Environmental Planning and Assessment Act 1979*. A summary of the requirements of each government agency is provided in the following table:

Government Agency Submissions (GTA's)		
Responding Agency	Section/Act under which GTA's are provided	Summary of requirements
NSW Rural Fire Service	100B of the <i>Rural Fires Act 1997</i>	<p>General Terms of Approval (GTA), issued by the RFS, and dated 30 August 2023, include conditions related to the following:</p> <ul style="list-style-type: none"> • Asset Protection Zones; • Construction Standards; • Water and Utility Services; and • Landscaping Assessment. <p>The GTAs have been attached to the determination.</p>

Comments with respect to the proposal have been provided by the following government agencies as summarised in the following table:

Government Agency Submissions (Comments)		
Responding Agency	Section/Act under which comments are required	Summary of Comments
Hunter Water	N/A – Hunter Water is an adjacent landowner	<p>Hunter Water as an adjacent landowner have no objections to the proposed development subject to all works being undertaken within the boundary of the property and no works or drainage to affect Hunter Water Freehold Land.</p> <p>Further applications may be required for Hunter Water Assessment.</p>

Section 4.15(1)(e) - The public interest

The proposal is within the public interest as it will provide additional housing to service the needs of the community, without impeding on the social, economic, built or natural environments. The proposal demonstrates consistency with the zone objectives and Council's development controls. The development is typical of that within the locality, will not result in unreasonable burden upon existing infrastructure or services.

OTHER APPROVALS

- The proposal does not require the Council to grant consent under legislation outside of the Environmental Planning and Assessment Act, 1979.

REFERRALS

The proposal was referred to the following internal experts:

Building Surveyor: Supported with conditions, including a bespoke condition regarding the existing internal pool barrier to be a boundary barrier with creation of the new property boundary, requiring

construction upgrades.

Development Engineer: Supported with conditions regarding pipes and pit design and easements to drain water for subdivision stage, and conditions relating to flooding.

ASSESSMENT CONCLUSION

An assessment of the application has been undertaken against Section 4.15(1) of the *Environmental Planning and Assessment Act, 1979 as amended*. The proposed development is considered acceptable in terms of the relevant matters for consideration under the Act and the development application is recommended for approval.

RECOMMENDATION AND DETERMINATION

Consent be granted subject to the conditions provided in the attached schedule.

Development Planner
Mia Gallaway

Signature: _____ Date: 12/03/2024

City Planning

**DA/2023/906 FOR DEMOLITION OF
EXISTING STRUCTURES, ONE (1) INTO FOUR
(4) LOT TORRENS TITLE SUBDIVISION,
CONSTRUCTION OF THREE (3) NEW
DWELLINGS AT 52 GLENROY STREET,
THORNTON**

**Recommended Conditions of Consent
(Under Separate Cover)**

Meeting Date: 9 April 2024

Attachment No: 4

Number of Pages: 15

Draft Schedule of Conditions DA/2023/906

Terms and Reasons for Conditions

Under section 88(1)(c) of the EP&A Regulation, the consent authority must provide the terms of all conditions and reasons for imposing the conditions other than the conditions prescribed under section 4.17(11) of the EP&A Act. The terms of the conditions and reasons are set out below.

General Conditions

1	Approved plans and supporting documentation					
	Development must be carried out in accordance with the following approved plans and documents, except where the conditions of this consent expressly require otherwise.					
	Approved plans					
	Plan No.	Sheet No.	Rev No.	Plan title	Drawn by	Date of plan
	23017	A01.0	C	Cover Sheet	Valley Homes	28/02/2024
	23017	A10.0	C	Site Analysis, Erosion Control	Valley Homes	12/07/2023
	23017	A11.0	C	Site Plan (Bulk Earthworks)	Valley Homes	28/02/2024
	23017	A14.0	C	Landscape Plan	Valley Homes	28/02/2024
	23017	A21.0	B	House 1 – Floor Plan	Valley Homes	12/07/2023
	23017	A21.1	C	House 2 – Floor Plan	Valley Homes	28/02/2024
2	23017	A21.2	C	House 3 – Floor Plan	Valley Homes	28/02/2024
	23017	A23.0	B	Roof Plan	Valley Homes	12/07/2023
	23017	A30.0, A30.1, A30.2	B	Elevations	Valley Homes	12/07/2023
	23017	A40.0	B	Section, Driveway Profile	Valley Homes	12/07/2023
	22626	1 of 1	-	Plan of Subdivision of Lot 10 Section I DP 10725	Nigel Delfs	04/10/2023
	-	-	-	Waste Management Plan	Hunter Vegetation Management Pty Ltd	04/10/2023
	In the event of any inconsistency with the approved plans and a condition of this consent, the condition prevails.					
	Condition reason: To ensure all parties are aware of the approved plans and supporting documentation that applies to the development.					
	External Agency Approvals					
	The requirements from the following agencies must be complied with prior to, during, and at the completion of the development.					
	The Requirements are:					
	1. NSW Rural Fire Service, DA20231220005768-Original-1, dated: 28 January 2024					
	A copy of the Requirements is attached to this determination notice.					
	Condition reason: To ensure the development complies with conditions required by other external agencies.					

3	BASIX Certificate							
	The applicant must undertake the development strictly in accordance with the commitments listed in the BASIX certificate(s) for the development to which this consent applies.							
	Condition reason: Prescribed conditions of development consent pursuant to Section 4.16(11) of the Environmental Planning and Assessment Act 1979 and Section 75 of the Environmental Planning and Assessment Regulation 2000.							
4	Building Code of Australia							
	All building work shall be carried out in accordance with the provisions of the Building Code of Australia (BCA).							
	In this clause, a reference to the BCA is a reference to that Code as in force on the date the application for the relevant Construction Certificate is made.							
5	HPC - Standard							
	The housing and productivity contribution (HPC) set out in the table below, but as adjusted in accordance with 'HPC – Standard - Indexation' condition, is required to be made:							
	<table> <tr> <th>Housing and Productivity Contribution</th><th>Amount</th></tr> <tr> <td>Housing and productivity contribution (base component)</td><td>\$24,435.10</td></tr> <tr> <td>Total housing and productivity contribution</td><td>\$24,435.10</td></tr> </table>	Housing and Productivity Contribution	Amount	Housing and productivity contribution (base component)	\$24,435.10	Total housing and productivity contribution	\$24,435.10	
Housing and Productivity Contribution	Amount							
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Total housing and productivity contribution	\$24,435.10							
6	HPC- Standard – Indexation							
	The amount payable at the time of payment is the amount shown in condition 'HPC – Standard' as the total housing and productivity contribution adjusted by multiplying it by (highest PPI number divided by consent PPI number) where:							
	<p>highest PPI number is the highest PPI number for a quarter following the June quarter 2023 and up to and including the 2nd last quarter before the quarter in which the payment is made, and</p> <p>consent PPI number is the PPI number last used to adjust HPC rates when consent was granted, and</p> <p>June quarter 2023 and PPI have the meanings given in clause 22 (4) of the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023.</p> <p>If the amount adjusted in accordance with this condition is less than the amount at the time consent is granted, the higher amount must be paid instead.</p>							
7	HPC- Standard – Timing of payment							
	The HPC must be paid before the issue first construction certificate in relation to the development, or before the commencement of any work authorised by this consent (if no construction certificate is required). However, if development is any of the kinds set out in the table below, the total housing and productivity contribution must be paid as set out in the table:							
	<table> <tr> <th>Development</th><th>Time by which HPC must be paid</th></tr> <tr> <td>Development consisting only of residential subdivision within the meaning of the HPC Order</td><td>Before the issue of the first subdivision certificate</td></tr> <tr> <td>High-density residential development within the meaning of the HPC Order for which no construction certificate is required</td><td>Before the issue of the first strata certificate</td></tr> <tr> <td>Development that consists only of residential</td><td>Before the issue of the first strata</td></tr> </table>	Development	Time by which HPC must be paid	Development consisting only of residential subdivision within the meaning of the HPC Order	Before the issue of the first subdivision certificate	High-density residential development within the meaning of the HPC Order for which no construction certificate is required	Before the issue of the first strata certificate	Development that consists only of residential
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Development that consists only of residential	Before the issue of the first strata							

	strata subdivision (within the meaning of the HPC Order) or only of residential strata subdivision and a change of use of an existing building	certificate
	Manufactured home estate for which no construction certificate is required	Before the installation of the first manufactured home
	In the Table, HPC Order means the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023.	
	Condition reason: To outline timing for payment of HPC.	
8	HPC– Standard – Payment method	
	The HPC must be paid using the NSW planning portal (https://pp.planningportal.nsw.gov.au/).	
	Condition reason: To ensure payment of HPC is made via the NSW planning portal.	
9	HPC – Standard – Alternative to HPC	
	If the Minister administering the Environmental Planning and Assessment Act 1979 agrees, the HPC (apart from any transport project component) may be made, instead of as a monetary contribution, in the following ways:	
	(a) the dedication or provision of land for the purpose of regional infrastructure in the region in which the development will be carried out,	
	(b) the carrying out of works for the purpose of regional infrastructure in the region in which the HPC development will be carried out.	
	If the HPC is made partly as a monetary contribution, the amount of the part payable is the amount of the part adjusted in accordance with ‘HPC– Standard – Indexation’ condition at the time of payment.	
	Condition reason: To provide details on Ministerial alternatives to HPC.	
10	HPC – Standard – Exclusions, exemptions and reductions	
	Despite ‘HPC – Standard’ condition, a housing and productivity contribution is not required to be made to the extent that a planning agreement excludes the application of Subdivision 4 of Division 7.1 of the Environmental Planning and Assessment Act 1979 to the development, or the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 exempts the development from the contribution. The amount of the contribution may also be reduced under the order, including if payment is made before 1 July 2025.	
	Condition reason: To outline HPC exclusions, exemptions and reductions.	

Building Work

Before issue of a construction certificate

11	Section 50
	A Section 50 Application under the Hunter Water Act 1991 must be lodged with Hunter Water Corporation (HWC) and details of the Notice of Compliance from HWC must be provided to the Registered Certifier, prior to the issue of a Construction Certificate.
Condition reason: To ensure HWC requirements are met.	
12	Driveway Gradients and Design
	<p>Before the issue of a construction certificate, the driveway gradient and design must comply with AS 2890.1 'Off street Car Parking' and:</p> <p>a) the driveway must be at least 1m from any street tree, stormwater pit or service</p>

	infrastructure; and																																	
	b) a Works on Public Infrastructure (Driveway) approval must be obtained prior to the commencement of any works.																																	
	Details demonstrating compliance must be provided to the Registered Certifier.																																	
	Condition reason: To ensure safe and appropriate design of driveways.																																	
13	Construction requirements for driveways All driveways, parking areas and vehicles turning areas shall be designed as reinforced concrete or a granular pavement base with asphalt or segmental paver surface. Condition reason: To ensure the driveways, parking areas and vehicles turning areas meets the current standards.																																	
14	Dual occupancy and multi-dwelling housing stormwater drainage requirements The construction details in accordance with Council's Manual of Engineering Standards shall be provided for the following stormwater requirements: a) Minimum 2.5m ³ of On-Site Detention (OSD) of stormwater for each dwelling (in excess of BASIX's requirements), and b) conveyance where necessary, of stormwater through the site from upstream catchments, (including roads and adjoining properties). Condition reason: To ensure appropriate stormwater management.																																	
15	7.11 Contributions Pursuant to Section 7.11 of the Environmental Planning and Assessment Act 1979 and the Maitland City Wide Development Contributions Plan 2016, a contribution of \$26,148 shall be paid to the Council. The contribution is calculated from Council's adopted Development Contributions Plan in the following manner: <table><tr><th>Facility</th><th>Per Lot</th><th>Total</th></tr><tr><td></td><th>1</th><th>3</th></tr><tr><td>City Wide Aquatics</td><td>\$1,171</td><td>\$3,513</td></tr><tr><td>Citywide Competition Netball Courts</td><td>\$272</td><td>\$816</td></tr><tr><td>City Wide Recreation & Open Space</td><td>\$979</td><td>\$2,937</td></tr><tr><td>City wide Multipurpose Centre Floor Space</td><td>\$768</td><td>\$2,304</td></tr><tr><td>City Wide Library Floor Space</td><td>\$742</td><td>\$2,226</td></tr><tr><td>City Wide Road & Traffic Facilities</td><td>\$3,880</td><td>\$11,640</td></tr><tr><td>City Wide Cycleways/Shared Paths</td><td>\$692</td><td>\$2,076</td></tr><tr><td>City Wide Plan Management/Administration</td><td>\$212</td><td>\$636</td></tr><tr><td>Total</td><td>\$8,716</td><td>\$26,148</td></tr></table> Any outstanding component of the contribution will be indexed quarterly in accordance with the provisions of the abovementioned Development Contributions Plan. Reviewed rates will apply following release of CPI indices by the Australian Bureau of Statistics for each quarter. Please refer to Council's web page for the current rates applicable. Payment of the above amount is required prior to issue of the Occupation Certificate for the development. The above condition has been applied to ensure that: a) Where the proposed development results in an increased demand for public amenities and services, payment towards the cost of providing these facilities/services is made in	Facility	Per Lot	Total		1	3	City Wide Aquatics	\$1,171	\$3,513	Citywide Competition Netball Courts	\$272	\$816	City Wide Recreation & Open Space	\$979	\$2,937	City wide Multipurpose Centre Floor Space	\$768	\$2,304	City Wide Library Floor Space	\$742	\$2,226	City Wide Road & Traffic Facilities	\$3,880	\$11,640	City Wide Cycleways/Shared Paths	\$692	\$2,076	City Wide Plan Management/Administration	\$212	\$636	Total	\$8,716	\$26,148
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	<p>accordance with Council's adopted contributions plan prepared in accordance with the provisions of Section 7.11 of the Environmental Planning and Assessment Act, 1979.</p> <p>b) Council's administration expenses are met with respect to the processing of the application</p>
	<p>Condition reason: To outline contributions payable to Council per Clause 4.17 of the Environmental Planning and Assessment Act 1979.</p>
16	<p>Long Service Levy</p> <p>In accordance with Section 34 of the Building and Construction Industry Long Service Payments Act 1986, the applicant must pay a long service levy at the prescribed rate to the Long Service Payments Corporation for any works that cost \$250,000 or more.</p>
	<p>Condition reason: To ensure payment of the Long Service Levy.</p>
17	<p>Flooding certification</p> <p>The building shall be constructed such that it will withstand the effects of flooding in the locality. In this regard, an Engineer's Certificate stating that the structure as shown on the plans is capable of withstanding the characteristics of flooding at the proposed site, is to be provided to the Registered Certifier prior to release of the Construction Certificate. The flood hazard parameters to be considered are a 1% AEP flood level of RL 4.66m AHD.</p> <p>Refer to flooding advice condition regarding BCA requirements for buildings of the following classification: Class 1, 2, 3, 4, 9(a) and 9(c).</p>
	<p>Condition reason: To ensure the structure is designed to be capable of withstanding the effects of flooding.</p>
18	<p>Finished floor level</p> <p>The floor level of all habitable residential rooms is to be a minimum of 500mm above the 1 in 100-year AEP flood level on the subject land (established at RL 5.16m AHD).</p>
	<p>Condition reason: To ensure habitable rooms are constructed above the flood planning level.</p>
19	<p>Retaining walls</p> <p>Any retaining walls within the development shall comply with the following:</p> <p>a) No retaining walls shall be located in road reserves, drainage reserves and/or public land, and</p> <p>b) Any retaining walls for lot benching shall be provided on the common boundary of private lots, and</p> <p>c) Located within the uphill lot with the face of the wall on the boundary. An easement 0.9m wide within the downhill lot, to prevent excavation and for access for maintenance shall be created, and</p> <p>d) Any retaining walls shall be a maximum height of 1.5m, and</p> <p>e) All retaining walls within 1m of a boundary and exceeding 0.6m in height must be designed and certified by a suitably qualified Structural Engineer and have a minimum design surcharge load of 5kPa., and</p> <p>f) All side boundary retaining walls shall be tapered to 0.0m in height towards the front boundary adjoining the public road reserve with a maximum of 1m within the first 5m from the boundary perpendicular to the public road reserve, and</p>
	<p>Condition reason: To ensure compliance with Council's requirements.</p>
20	<p>Erosion and sediment control plan</p> <p>An Erosion and Sediment Control Plan (ESCP) in accordance with Managing Urban Stormwater Soils and Construction, also known as the Blue Book, prepared by a Certified Professional in Erosion and Sediment Control (CPESC) shall be submitted to and approved by Council for sites with the disturbed area less than 2,500m².</p>
	<p>Condition reason: To prevent soil erosion and the discharge of sediment over the land.</p>
21	<p>Protect Existing Vegetation and Natural Landscape Features</p> <p>No vegetation or natural landscape features other than that authorised for removal, pruning by this Consent must be disturbed, damaged or removed. No additional works or access/parking routes</p>

	transecting the protected vegetation must be undertaken without Council Approval.
	Condition reason: To protect existing vegetation to remain in situ.
22	Privacy – Sill Height
	To ensure reasonable privacy for the adjoining property, the windows on the southern (rear) elevation of dwelling 2 must have a minimum sill height of 1.5m above finished floor level.
	Alternatively, the window(s) may be permanently fixed to this height (i.e. windows are not to swing or lift open) with obscure glazing provided that the ventilation requirements of the BCA are met.
	Detailed plans demonstrating compliance must be provided to the Registered Certifier prior to the issue of the Construction Certificate.
	Works required per this condition are to be completed prior to the issue of an Occupation Certificate.
	Condition reason: To ensure windows are designed to maintain privacy and prevent onlooking to neighbouring properties.

Before building work commences

23	Erosion and sediment controls in place
	Before any site work commences, the principal certifier must be satisfied the erosion and sediment controls in the erosion and sediment control plan are in place. These controls must remain in place until any bare earth has been restabilised in accordance with 'Managing Urban Stormwater: Soils and Construction' prepared by Landcom (the Blue Book) (as amended from time to time).
	Condition reason: To ensure sediment laden runoff and site debris do not impact local stormwater systems and waterways.
24	Home Building Act - Insurance
	1. Building work that involves residential building work (within the meaning of the Home Building Act, 1989) must not be carried out unless the Principal Certifier for the development to which the work relates has provided Council with written notice of the following information: a) in the case of work to be done by a licensee under that Act: i. the licensee's name and contractor licence number, and ii. of the name of the insurer by which the work is insured under Part 6 of that Act, or b) in the case of work to be done by any other person: i. the name of the owner-builder, and ii. if the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit. 2. A certificate purporting to be issued by an approved insurer under Part 6 of the Home Building Act, 1989, that states that a person is the holder of an insurance policy issued for the purposes of this clause, sufficient evidence that the person has complied with the requirements of that part.
	Condition reason: Prescribed conditions of development consent pursuant to Section 4.16 (11) of the Environmental Planning and Assessment Act 1979 and Section 71 of the Environmental Planning and Assessment Regulation 2000.
25	Council to be notified of any damage to kerb, gutter, footpath etc prior to commencement
	The applicant is required to notify Council in writing prior to commencing building operations, of any existing damage to kerbing and guttering and/or footpath paving associated with the subject Lot. The absence of such notification signifies that no damage exists and the applicant shall therefore be liable for the cost of the repair of any damage to kerbing and guttering or footpath paving which may be necessary after completion of the building operation.

	Condition reason: To ensure Council is notified of any existing damage to Council assets.
26	Hoarding or fencing of work site where impacting a public place
	If the work:
	i) is likely to cause pedestrian or vehicular traffic in a public place to be obstructed or rendered inconvenient, or
	ii) involves the enclosure of a public place
	a hoarding or fence must be erected between the work site and the public place.
	If necessary, an awning is to be erected, sufficient to prevent any substance from, or in connection with, the work falling into the public place.
	The work site must be kept lit between sunset and sunrise if it is likely to be hazardous to persons in the public place. Any such hoarding, fence or awning is to be removed when the work has been completed.
	Condition reason: To ensure public assets and traffic are appropriately managed during construction.
27	Notice of appointment of PCA to be provided prior to commencement
	The applicant shall submit to Council a 'Notice of Appointment of the Principal Certifier' at least two (2) days prior to the commencement of construction works.
	Condition reason: To ensure a Principal Certifier is appointed prior to works commencing.
28	Notice of commencement to be provided to Council
	The applicant shall submit to Council a "Notice of Commencement" form at least two (2) days prior to the commencement of construction works.
	Condition reason: To ensure Council is notified prior to works commencing.
29	Rubbish Generated from the development for all construction sites
	Before the commencement of any building works, a waste containment facility is to be established on site. The facility is to be regularly emptied and maintained for the duration of works.
	No rubbish must be stockpiled in a manner which facilitates the rubbish to be blown or washed off site. The site must be cleared of all building refuse and spoil immediately upon completion of the development.
	Condition reason: Ensuring proper waste management and preventing environmental pollution during the construction process.
30	Sign on building
	Except in the case of work only carried out to the interior of a building or Crown building work, a sign must be erected in a prominent position on the site showing
	i. the name, address and telephone number of the Principal Certifier for the work, and
	ii. the name of any principal contractor and their after-hours contact number, and
	iii. must contain a statement that unauthorised entry to the site is prohibited.
	The sign must be maintained while the work is being carried out and is to be removed when the work is completed.
	Condition reason: Prescribed conditions of development consent pursuant to Section 4.16(11) of the Environmental Planning and Assessment Act 1979 and Section 70 of the Environmental Planning and Assessment Regulation 2000.
31	All Weather Access
	Before the commencement of any site or building works, a 3m wide all-weather vehicle access is to be provided from the kerb and gutter to the building under construction for the delivery of materials and use by trades people.
	No materials, waste or the like are to be stored on the all-weather access at any time.

	Condition reason: To ensure safe and unobstructed access for construction vehicles and personnel during the building process.
32	Site is to be Secured Before the commencement of any site or building works, the site must be secured, so far as is reasonably practicable, from unauthorised access to the satisfaction of the Principal Certifier. All hoarding, fencing or awnings (associated with securing the site during construction) is to be removed upon the completion of works. Condition reason: Ensuring safety, preventing unauthorised access, and minimising the risk of injuries, theft, and vandalism.
33	Driveway crossing Prior to commencement of construction, of the driveway crossing on the public footway verge, the works shall have been approved by Council. An application form, "Application To Construct Private Works On Footway" shall be submitted to Council, together with the appropriate fee (for each driveway). Condition reason: To ensure appropriate approval is obtained prior to works on the public Road.
34	Construction Certificate Required Prior to commencement of construction works, a Construction Certificate is to be issued by the Registered Certifier. Condition reason: To ensure a Construction Certificate is issued prior to works commencing.

During building work

35	Procedure for critical stage inspections While building work is being carried out, the work must not continue after each critical stage inspection unless the principal certifier is satisfied the work may proceed in accordance with this consent and the relevant construction certificate. Condition reason: To require approval to proceed with building work following each critical stage inspection.
36	Excavations and backfilling to be executed safely All excavations and backfilling must be executed safely, in accordance with appropriate professional standards and be properly guarded and protected to prevent them from being dangerous to life or property. Condition reason: To ensure excavations and backfilling is executed safely.
37	Fill material to not obstruct stormwater path(s) Fill material shall not obstruct any local watercourse, flow path or drain, that is within or that enters the site, without provision for conveyance, within the site, of stormwater flows through or around the proposed fill area, including adequate protection against erosion. Condition reason: Protection of the downstream drainage and environment.
38	Property to be protected against soil erosion (minor) The environment surrounding the work shall be protected against soil erosion, such that sediment is not carried from the construction site by the action of stormwater, wind and "vehicle tracking". Condition reason: To ensure compliance of erosion and sediment control measures throughout the course of construction.
39	Public access to the site to be restricted Suitable and adequate measures are to be applied to restrict public access to the site and building works, materials and equipment. Condition reason: To ensure public access to the building site is restricted.
40	Restriction on working hours for building activity Unless otherwise approved by Council in writing, all general building work shall be carried out between the hours of: a. 7.00am to 6.00pm Monday to Friday b. 7.00am to 5.00pm Saturday

	Any work performed on Sunday's or Public Holidays that may cause offensive noise, as defined under the Protection of the Environment Operations Act, is prohibited. Minor works (such as hand sanding, painting, digging and the like) is permitted between the hours of 9.00am to 5.00pm. Power operated tools are not permitted to be used.
	Condition reason: To ensure approved building activity does not disrupt the amenity of the surrounding area.
41	Site is to be cleared of building refuse on completion
	The site is to be cleared of all building refuse and spoil immediately after completion of the building/structure.
	Condition reason: To ensure all building waste, refuse and spoil is removed from site upon completion of works.
42	Stop works – Aboriginal archaeological deposit
	Prior to, or during construction, identification of any potential archaeological deposit likely to contain Aboriginal artefacts, shall cause construction works to cease. Application shall be made by a suitably qualified Archaeologist to the National Parks and Wildlife Service (NPWS) for an excavation permit for Aboriginal relics. A copy of such a permit, shall be submitted to Council upon receipt
	Condition reason: To ensure works cease and a permit is obtained should any archaeological deposits are uncovered during works.
43	Stormwater drainage disposal
	Following the installation of any roof or hardstand area, final discharge of collected stormwater runoff shall be piped, in accordance with Council's Manual of Engineering Standards to:
	a) The street gutter with a "kerb adaptor" (see Council's Standard Drawing). Stormwater pipes across the footway shall be "100mm sewer grade" and shall be under-bored beneath any existing concrete path, or alternatively by the removal of one complete slab segment between joints and replaced in concrete, dowelled to the existing path and finished similar to the adjoining surface.
	Condition reason: To ensure stormwater connection is in accordance with Council's Manual of Engineering Standards and the approved plan(s).
44	Toilet facilities
	While work is being carried out, temporary toilet(s) must be provided and maintained on site from the time of commencement of building work to completion. The number of toilets provided must be one toilet per 20 persons or part thereof employed on the site at any one time.
	The temporary toilet is to be either connected to the sewerage system or an approved septic tank or otherwise may be a chemical toilet supplied by a licensed contractor.
	Condition reason: To ensure adequate sanitary facilities during construction.
45	Unexpected finds contingency (general)
	Should any suspect materials (identified by unusual staining, odour, discolouration or inclusions such as building rubble, asbestos, ash material, etc.) be encountered during any stage of works (including earthworks, site preparation or construction works, etc.), such works must cease immediately until a qualified environmental specialist has been contacted and conducted a thorough assessment.
	In the event that contamination is identified as a result of this assessment and if remediation is required, all works must cease in the vicinity of the contamination and Council must be notified immediately.
	Where remediation work is required, the applicant will be required to obtain consent for the remediation works.
	Condition reason: To ensure unexpected finds are appropriately managed.
46	Acid Sulfate Soils
	During construction works, an assessment of acid sulfate soil potential is to be undertaken in the area of excavation. If acid sulfate soils are found to be present, soils are to be treated in

	accordance with the New South Wales Acid Sulfate Soil Management Advisory Committee's 'Acid Sulfate Soil Manual'.
	Condition reason: To mitigate the impact of potential Acid Sulfate Soil impacts.
47	Building materials on Council's footpath
	While work is being carried out, no building materials, refuse or spoil is to be deposited on or be allowed to remain on Council's footpath.
	Condition reason: To ensure no building materials, refuse or spoil restricts use of Council's footpath.
48	Runoff and erosion controls
	Run off and erosion controls must be implemented to prevent soil erosion, water pollution or the discharge of loose sediment on the surrounding land by:
	(a) diverting uncontaminated run off around cleared or disturbed areas, and
	(b) erecting a silt fence and providing any other necessary sediment control measures that will prevent debris escaping into drainage systems, waterways or adjoining properties, and
	(c) preventing the tracking of sediment by vehicles onto roads, and
	(d) stockpiling top soil, excavated materials, construction and landscaping supplies and debris within the lot.
	Run off and erosion control measures must be maintained within their operating capacity until the completion of the works to prevent debris escaping from the site into drainage systems, waterways, adjoining properties, and roads.
	Condition reason: To ensure appropriate run off and erosion controls
49	Control of dust
	The site shall be managed during construction so as to prevent (e.g., by water spray, dust suppression, surface sealants, soil binders and/or dust retardants) the generation of dust by moving vehicles within the site, from the public road access point.
	Condition reason: To ensure adequate controls with respect to dust pollution during works.
50	Fill Material
	Filling material, shall be limited to the following:
	a) virgin excavated natural material (VENM);
	b) excavated natural material (ENM) certified as such in accordance with Protection of the Environment Operations (Waste) Regulations 2014.
	c) material subject to a Waste exemption under Clauses 91 and 92 Protection of the Environment Operations (Waste) Regulations 2014 and recognised by the NSW Environment Protection
	Authority as being 'fit for purpose' with respect to the development subject of this application. Note: Under no circumstances shall be contaminated fill material including but not limited to putrescible wastes, (such as timber, paper, green waste, food etc), oil products (including petrol, bitumen, asphaltic concrete etc), plastic, and the like, be deposited on the land unless expressly authorised by this development consent.
	Condition reason: To limit the type of fill material being deposited on site.
51	Cut and fill
	While building work is being carried out, the principal certifier must be satisfied all soil removed from or imported to the site is managed in accordance with the following requirements:
	(a) All excavated material removed from the site must be classified in accordance with the EPA's Waste Classification Guidelines before it is disposed of at an approved waste management facility and the classification and the volume of material removed must be reported to the principal certifier.

	(b) All fill material imported to the site must be Virgin Excavated Natural Material as defined in Schedule 1 of the Protection of the Environment Operations Act 1997 or a material identified as being subject to a resource recovery exemption by the NSW EPA.
	Condition reason: To ensure soil removed from the site is appropriately disposed of and soil imported to the site is safe for future occupants
52	Excavation for residential building works If an excavation associated with the erection or demolition of a building extends below the level of the base of the footings of a building on an adjoining allotment of land, the person having benefit of the development consent: <ul style="list-style-type: none"> i) Must preserve and protect the building from damage, and ii) If necessary, must underpin and support the building in an approved manner, and The owner of the adjoining allotment of land is not liable for any part of the cost of work carried out for the purposes of this condition, whether carried out on the allotment of land being excavated or on the adjoining allotment of land. (Includes a public road and any other public place). Condition reason: Prescribed conditions of development consent pursuant to Section 4.16(11) of the Environmental Planning and Assessment Act 1979 and Section 74 of the Environmental Planning and Assessment Regulation 2000.

Before issue of an occupation certificate

53	Occupation certificate required A relevant Occupation Certificate must be obtained prior to any use or occupation of the development. The Principal Certifier must be satisfied that the development has been constructed in accordance with approved plans, specifications and conditions of this consent. Condition reason: To ensure development is suitable for occupation and / or use.
54	Repair of infrastructure Before the issue of an Occupation Certificate: <ul style="list-style-type: none"> 1. any public infrastructure damaged as a result of the carrying out of work approved under this consent (including damage caused by, but not limited to, delivery vehicles, waste collection, contractors, sub-contractors, concreting vehicles) must be fully repaired to the written satisfaction of Council, and at no cost to Council; or 2. if the works in (a) are not carried out to Council's satisfaction, Council may carry out the works required and the costs of any such works must be paid as directed by Council and in the first instance will be paid using the security deposit required to be paid under this consent. Condition reason: To ensure any damage to public infrastructure is rectified.
55	Removal of waste upon completion Before the issue of an Occupation Certificate: <ul style="list-style-type: none"> a. all refuse, spoil and material unsuitable for use on-site must be removed from the site and disposed of in accordance with the approved waste management plan; and b. written evidence of the waste removal must be provided to the satisfaction of the principal certifier. To ensure waste material is appropriately disposed or satisfactorily stored.
56	Completion of landscape and tree works Before the issue of an Occupation Certificate, the principal certifier must be satisfied all landscape and tree-works have been completed in accordance with approved plans and documents and any

	relevant conditions of this consent.
	Condition reason: To ensure the approved landscaping works have been completed in accordance with the approved landscaping plan(s).

Occupation and ongoing use

57	Maneuvering of Vehicles
	All vehicles must enter and exit the site in a forward direction.
	Condition reason: To ensure vehicles safety enter and exit the development.

Demolition Work

Before demolition work commences

No additional conditions have been applied to this stage of development.

During demolition work

58	Demolition to be carried out in accordance with Australian Standards
	All demolition works are to be carried out in accordance with Australian Standard AS 2601 'The demolition of Structures'. All waste materials are to be either recycled or disposed of to a licensed waste facility
	Condition reason: To ensure demolition works are undertaken per the Australian Standards.
59	Demolition / construction to cease where contamination encountered during works
	While demolition or work is being carried out, and undisclosed or unidentified contamination is discovered on-site or any potentially contaminating infrastructure (e.g. underground storage tanks) or soils (e.g. staining, odours, asbestos) being identified during works, a qualified and experienced consultant must inspect, review and advise on remediation or mitigation prior to further construction proceeding. Council must be notified if this occurs and must be provided with any resulting reports and recommendations
	Condition reason: To ensure works cease were undisclosed or unidentified contamination is uncovered during works.
60	Removal of asbestos to be in accordance with NSW WorkCover requirements
	While demolition or work is being carried out, any asbestos containing material encountered during demolition or works, is to be removed in accordance with the requirements of SafeWork NSW and disposed of to an appropriately licenced waste facility. Evidence is to be provided to the Principal Certifier demonstrating that asbestos waste has been disposed of appropriately in accordance with this condition.
	Condition reason: To ensure asbestos is appropriate managed per the provisions of the NSW Work Cover Authority.

On completion of demolition work

No additional conditions have been applied to this stage of development.

Subdivision Work

Before issue of a subdivision works certificate

61	SWC for interallotment drainage
	Prior to commencement of construction of the inter-allotment drainage works, a Subdivision Works Certificate for the works shall be issued, being a design prepared in accordance with Council's Manual of Engineering Standards.
	Condition reason: To ensure Subdivision Works Certificate is obtained prior to commencement of

	works.
62	New interallotment stormwater pit
	Prior to issue of the Subdivision Works Certificate, the applicant is to ensure that the new interallotment stormwater pit within the existing interallotment drainage line is prepared in accordance with the following before it is provided to and approved by the certifier: a) Council's Manual of Engineering Standards
	Condition reason: To ensure compliance with Council's Manual of Engineering Standards.
63	Road, drainage landscaping and civil works engineering plans
	Prior to issue of the Subdivision Works Certificate for the road, drainage, public landscaping and civil works an engineering design shall be prepared by a suitably qualified and practising engineer, in accordance with Council's Manual of Engineering Standards (MOES), and this consent. A new grass lined table drain shall be designed along the north-western boundary of Lot 10 Section I DP 10725, approximately 45m in length. The drain shall be within the unnamed lane and shall be designed in accordance with SD003. The overall width of the drain shall be approx. 1.5m with side slopes of 4:1 and base of 300mm, depth of 150mm. The table drain shall be located minimum 300mm from the boundary of the lot. The drain shall be designed to capture overland flow from the unnamed lane and convey it to Glenroy Street. The table drain shall be designed to ensure that the conveyed flows are directed to the existing stormwater infrastructure within Glenroy Street and not contribute to nuisance flows within the road reserve.
	Condition reason: To ensure compliance with Council's Manual of Engineering Standards.
64	SWC for works in driveway corridor
	Prior to commencement of construction of the driveway within the corridor, a Subdivision Works Certificate for the works shall be issued, being a design prepared in accordance with Council's Manual of Engineering Standards.
	Condition reason: To ensure Subdivision Works Certificate is obtained prior to commencement of works.

Before subdivision work commences

No additional conditions have been applied to this stage of development.

During subdivision work

No additional conditions have been applied to this stage of development.

Before issue of a subdivision certificate

65	Surveyors Report
	A certificate from a Registered Surveyor must be provided to the Principal Certifier, certifying that all drainage lines have been laid within their proposed easements. Certification is also to be provided stating that no services or accessways encroach over the proposed boundary other than as provided for by easements as created by the final plan of subdivision.
	Condition reason: To ensure surveyors certification is provided in support of infrastructure and related easements.
66	Authority to release, vary or modify drainage easements (MCC)
	The authority empowered to release, vary, or modify inter-allotment drainage easements shall be nominated as "the lots burdened and benefitted, only with the consent of Maitland City Council".
	Condition reason: To ensure appropriate restrictions are applied to the subject site.
67	Interallotment drainage
	The inter-allotment drainage stormwater pipelines shall be constructed based on an approved concept plan and/or in accordance with Council's Manual of Engineering Standards.
	Condition reason: To ensure compliance of subdivision works.
68	Easements to drain water for minor subdivision
	An easement shall be created under Section 88B of the Conveyancing Act, and in accordance with Council's Manual of Engineering Standards, to cover the inter-allotment stormwater drainage line.

	Condition reason: To ensure appropriate restrictions are applied to the subject site.
69	Right of access
	An easement over the lots shall be created giving effect to a Right of Access in favour of each benefiting lot.
	Condition reason: To ensure appropriate restrictions are applied to the subject site.
70	Driveway within corridor
	The driveway within the access corridor of proposed lot shall be constructed along the full length of the corridor as a concrete slab 5.0m wide minimum (or concrete drive-strips) to "commercial" standard in accordance with Council's Development Control Plan and Council's Manual of Engineering Standards.
	Condition reason: To ensure compliance of subdivision works.
71	Show Easements/ Restrictions on The Plan of Subdivision
	The developer must acknowledge all existing easements and/or restrictions on the use of the land on the final plan of subdivision.
	Condition reason: To ensure all existing easements and restrictions are acknowledged where applicable.
72	Onsite Detention for Construction Dwellings
	As part of the Subdivision Certificate, a restriction on the title of the lots, under Section 88B of the Conveyancing Act, shall be created which restricts the development of the lots such that dwellings will not be permitted on the land without a stormwater detention system designed and constructed to reduce post-developed discharges to pre-developed discharges, for the critical storm up to and including the 1% AEP ("100 year") event, in accordance with Council's Manual of Engineering Standards.
	Condition reason: To ensure compliance of stormwater management.
73	Minimum stage of construction required prior to issue of Subdivision Certificate
	Prior to the issue of a Subdivision Certificate:
	a. the dwellings shall have reached lock up stage; and
	b. a letter shall be provided from a Registered Surveyor stating that all service lines are wholly contained within their respective lots or an appropriate Easement or Easements have been shown on the plan of survey and suitably described in the 88B instrument.
74	Payment of subdivision certificate and house numbering fees
	Prior to the issue of the Subdivision Certificate, "house numbering" and "subdivision certificate" fees, in accordance with Council's Schedule of Fees and Charges, shall be paid to Council.
	Condition reason: To ensure all applicable fees are paid.
75	Swimming Pool Fence Design
	Prior to issue of the Subdivision Certificate the swimming pool barrier must be upgraded so that the pool is effectively isolated from the dwelling and adjoining lands, making provision for the creation of new property boundaries as a result of the proposed subdivision. The swimming pool fence & gate must:

	<p>f. Boundary fencing forming part of the swimming pool safety fencing must maintain a minimum effective height of 1.8m and a 0.9m non climbable zone (measured from the top of the inside of the barrier).</p> <p>The Principal Certifying Authority, or an accredited certifier must inspect the swimming pool safety fencing.</p> <p>Condition reason: To ensure safety and compliance with regulations regarding swimming pool barriers.</p>
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Ongoing use for subdivision work

No additional conditions have been applied to this stage of development.