



**UNDER SEPARATE COVER  
ATTACHMENTS**

**ORDINARY MEETING  
23 APRIL 2024**

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## **Officers Reports**

### **APPROVAL OF WORKS IN KIND AGREEMENT - SHARED PATHWAY THORNTON NORTH - ALLAM PROPERTY GROUP PTY LTD**

#### **Draft Works in Kind Agreement (Under Separate Cover)**

**Meeting Date: 23 April 2024**

**Attachment No: 1**

**Number of Pages: 41**

**Works-in-Kind Deed**

**Construction of Shared Path/Linear Linkages**

**Off Raymond Terrace Road, Chisholm**

**Maitland City Council**

**Allam Development No. 1 Pty Ltd**

**Thornton Waters Pty Ltd**

Dated: [Insert Date]

**Works-in-Kind Deed**  
**Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

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**Works-in-Kind Deed**  
**Construction of Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

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**Works-in-Kind Deed**  
**Construction of Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

**Parties**

**Maitland City Council** ABN 11 596 310 805 of PO Box 220 Maitland NSW ('**Council**')  
and  
**The person or persons named in Item 1 of the Reference Schedule**  
( '**Developer**' )

**Background**

- A The Developer proposes to carry out the Developer Works in connection with the Development.
- B The Developer Works if carried out in accordance with this Deed will partly satisfy Development Contributions payable by the Developer to the Council in connection with the Development.
- C The Developer Works will become the property of the Council when completed.
- D The Parties have agreed to enter into this Deed to set out their rights and obligations in relation to the Developer Works.

**Operative provisions**

**Part 1 – Preliminary**

**1 Interpretation**

- 1.1 In this Deed the following definitions apply:

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

**Applicable Contributions Plan** means the Development Contributions Plan specified in Item 7 of the Reference Schedule as amended or substituted by resolution of the Council from time to time.

**Applicable Development Consents** means the Development Consents for the Development specified in Item 3 of the Reference Schedule.

**Approved Person** means a person reasonably approved by the Council to undertake design, construction, supervision, inspection, testing or certification

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of the Developer Works because of the suitability of their qualifications, skills and experience in the Council's reasonable opinion.

**Approval** includes approval, authorisation, consent, licence, permission or the like.

**Assignment Deed** means the form of Deed contained in Schedule 2.

**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 LG Act, 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:

- (a) relates to the Developer Works,
- (b) exists at the date of this Deed or is later created but not as a result of performing this Deed,
- (c) does not belong to a third party.

**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:

- (a) one of the following trading banks:
  - (i) Australia and New Zealand Banking Group Limited,
  - (ii) Commonwealth Bank of Australia,
  - (iii) Macquarie Bank Limited,
  - (iv) National Australia Bank Limited,
  - (iv) St George Bank Limited,
  - (v) 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.

**Cost** means a contribution, charge, cost, expense, fee, levy, outgoing, payment, tax and other expenditure of any nature.

**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 the Developer Works.

**Defects Liability Period** means, in relation to an Item of the Developer Works, the period specified in Item 6 of the Reference Schedule commencing on the day immediately after a Practical Completion Certificate is given for the Item of Developer Works.

**Development Consent** has the same meaning as in the Act.

**Developer Works** means the Works specified or described in Item 3 of the Reference Schedule, including design, construction, supervision, testing and certification.

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**Developer Works Completion Date** means the date specified in Item 4 of the Reference Schedule.

**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 5(a) of the Reference Schedule indexed in accordance with the indexation method specified in Item 5(b) of the Reference Schedule from the date of this Deed.

**Development** means the Development specified or described in Item 2 of the Reference Schedule.

**Development Contribution** means a monetary contribution under s7.11 of the Act, or a levy under s7.12 of the Act, payable to the Council pursuant to a condition of an Applicable Development Consent.

**Dispute** means a dispute or difference between the Parties under or in relation to this Deed.

**Development Contribution Amount** means the \$ amount specified in Item 8 of the Reference Schedule.

**Development Contribution Credit Amount** means the \$ amount specified in Item 9 of the Reference Schedule.

**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.

**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 *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

**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 Reference Schedule.

**Item of Developer Works** means Item 1, Item 2 and Item 3 of the Developer Works referred to in Item 3 of the Reference Schedule.

**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.

**Party** means a party to this Deed.

**Practical Completion Certificate** means a certificate issued by Council to the effect that, in the reasonable opinion of the Council, the Developer Works are substantially complete and any incomplete part or Defect is of a minor nature.

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**Practical Completion Date** means the date when the Council issues a Practical Completion Certificate for the Developer Works.

**Principal Contractor** means the person defined as the Principal Contractor under the *Work Health and Safety Act 2011* (NSW) or *Work Health and Safety Regulation 2011* (NSW) or an equivalent under Commonwealth work health and safety laws.

**Rectification Notice** means a notice in writing:

- (a) identifying the nature and extent of a Defect, and
- (b) specifying the works or actions that are required to Rectify the Defect, and
- (c) specifying the date by which or the period within which the Defect is to be rectified.

**Rectify** means rectify, remedy or correct.

**Reference Schedule** means Schedule 1.

**Stage** means a stage of the Development approved by the Applicable Development Consents and shown on the drawings titled 'DA-210' in respect of the Development Consent granted to DA/16/2890 and DA-113 in respect of the Development Consent granted to DA 19-652, or as otherwise agreed in writing between the Parties.

**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.

**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 to the effect that the Developer Works are now vested in the Council.

**WHS** means work health and safety.

**WHS Law** means the *Work Health and Safety Act 2011* (NSW) and *Work Health and Safety Regulation 2011* (NSW).

**Works-As-Executed Plan** means detailed plans and specifications of the Developer Works at the Practical Completion Date.

- 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 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.

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- 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.
  - 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 a Party to this Deed includes a reference to the servants, agents and contractors of the Party, the Party's successors and assigns.
  - 1.2.14 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
  - 1.2.15 Any schedules, appendices and attachments form part of this Deed.
  - 1.2.16 Notes appearing in this Deed are operative provisions of this Deed.

**2 Commencement**

- 2.1 This Deed takes effect on the date when all Parties have executed this Deed.
- 2.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

**3 General 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,

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- (b) make this document legal, valid, binding and admissible in evidence,
  - (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 Application of this Deed to Developer Parties**

- 5.1 This Deed applies to each Party named as Developer in Item 1 of the Reference Schedule only in so far as the Party is responsible for carrying out Developer Works specified in that Item in relation to that Party.
- 5.2 A Party named as Developer in Item 1 of the Reference Schedule incurs no liability under this Deed in relation to anything done or not done by the other Party named as Developer in that Item in respect of Developer Works for which the other Party is responsible under this Deed.

**6 Relationship**

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

**7 Deed not construction contract**

- 7.1 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.

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**8 Developer Works before execution of Deed**

- 8.1 This Deed applies to any Developer Works that occur before the Deed itself is executed.

**9 Developer to procure compliance**

- 9.1 The Developer is to provide every Approved Person engaged 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.

**Part 2 – Developer Works**

**10 Approved persons**

- 10.1 The Developer is to design, construct, supervise, and test the Developer Works (other than any Developer Works carried out prior to the date of this Deed) using Approved Persons.
- 10.2 The Developer is to supply to the Council, and keep current, a list of all Approved Persons who are engaged from time to time in relation to the Developer Works.
- 10.3 The Council may, in its reasonable discretion, notify the Developer that an Approved Person whose name appears on the list submitted by the Developer to the Council 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 Approved Person does not continue to be engaged in relation to the Developer Works.

**11 Principal Contractor**

- 11.1 The Developer is to notify the Council of the details of the Principal Contractor for the Developer Works before any construction of the Developer Works (other than any Developer Works carried out prior to the date of this Deed) occurs.

**12 General obligations relating to Developer works**

- 12.1 The Developer is to carry out the Developer Works by the Developer Works Completion Date.
- 12.2 The Developer is to carry out 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:
- 12.2.1 the location, design, specifications, materials, and finishes for the Developer Works approved by the Council,
- 12.2.2 any Approval,

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12.2.3 the lawful requirements of any Authority, and

12.2.4 all applicable laws.

12.3 The Developer is to give the Council not less than 5 business days' written notice of its intention to commence construction of an Item of the Developer Works (other than the Item of Developer Works completed before the date of this Deed).

12.4 The Developer is to ensure that anything necessary for the proper performance of its obligations under this Deed is supplied or made available.

**13 Warranties relating to Developer Works**

13.1 The Developer warrants to the Council that:

13.1.1 it has obtained all Approvals and has complied with all laws and applicable industry standards in relation to the Developer Works,

13.1.2 it accepts that, if any aspect of the Developer Works do not comply with this Deed, the Council is entitled to require the Developer to cease the Developer Works and immediately pursue its legal and equitable rights and remedies relating to the non-compliance,

13.1.3 the Developer Works, when completed, are to be fit for purpose,

13.1.4 only Approved Persons are to be engaged in relation to the Developer Works.

13.2 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.

**14 Ownership & Care of Developer Works**

14.1 The Developer owns, and is responsible for care of, an Item of Developer Works, and bears all risk and liability in connection with an Item of Developer Works, until the Item of Developer Works vests in Council pursuant to clause 25.

**15 Work Health & Safety**

15.1 The Developer acknowledges that it is the Principal Contractor under WHS Law for the Developer Works unless and until such time that the Developer engages a person to construct the Developer Works, or engages another person conducting a business, or undertaking, to be the Principal Contractor for the Developer Works, 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.

15.2 If the Developer at any time terminates the engagement of the person engaged to construct the Developer Works or to otherwise be the Principal Contractor for the Developer Works, the Developer becomes the Principal Contractor until such time as a new person is appointed to construct the

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Developer Works or to otherwise be the Principal Contractor for the Developer Works.

- 15.3 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:
- 15.3.1 following published government and industry WHS guidelines,
  - 15.3.2 providing WHS induction training,
  - 15.3.3 keeping and regularly updating WHS records,
  - 15.3.4 preparing and maintaining an WHS management plan,
  - 15.3.5 preparing a Project Safety Plan that details safety strategies, including how persons must act to comply with WHS Law,
  - 15.3.6 providing safe work method statements for all tasks and ensuring they are complied with,
  - 15.3.7 directing staff to take corrective action or stop work if they are not complying with the method statements or WHS Law,
  - 15.3.8 identifying hazards and assessing risks using due diligence,
  - 15.3.9 eliminating or controlling risks in line with WorkCover requirements using due diligence,
  - 15.3.10 reviewing risk assessments and controlling measures,
  - 15.3.11 providing information to employers and contractors about WHS,
  - 15.3.12 documenting site-specific safety procedures.
- 15.4 The Developer is to use its best endeavours to ensure that:
- 15.4.1 the Council can audit, inspect and test the Developer Works without breaching WHS Law,
  - 15.4.2 the Council can access and use the Developer Works without breaching WHS Law.
- 15.5 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.

**16 Accidents & dangerous occurrences**

- 16.1 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.
- 16.2 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.
- 16.3 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.

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- 16.4 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.
- 16.5 The Developer must cooperate with WorkCover and the Council if the accident or occurrence is investigated by Work Cover or the Council.
- 16.6 The Developer must immediately give the Council a copy of any improvement or prohibition notices that WorkCover issues in relation to the Developer Works.

**17 Variations to approved Developer Works**

- 17.1 The Developer Works Completion Date, and the location, design, specifications, materials, and finishes of the Developer Works, may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed.
- 17.2 The Council is not to unreasonably delay, or withhold its Approval, to any written request made by the Developer to vary, at the Developer's Cost, the Developer Works Completion Date, or the location, design, specifications, materials or finishes of the Developer Works.
- 17.3 The Council may reasonably require the Developer, at the Council's Cost, to vary the Developer Works Completion Date, or the location, design, specifications, materials or finishes of the Developer Works.
- 17.4 The Developer is to promptly comply with any such requirement of the Council.

**18 Protection of people, property & utilities**

- 18.1 The Developer is to use all reasonable endeavours to ensure that, in carrying out the Developer Works:
  - 18.1.1 all necessary measures are taken to protect people and property,
  - 18.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
  - 18.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 18.2 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.

**19 Damage to assets & property**

- 19.1 The Developer must replace or fix any Council asset the Developer loses or damages while performing the Developer Works.
- 19.2 If an audit, inspection or test of the Developer Works shows that:

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

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

the Council may require the Developer to take corrective action to bring the Developer Works into conformity or repair the damage, as the case requires.

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

**20 Entry onto Land**

- 20.1 The Developer is responsible for obtaining all necessary rights to lawfully enter, occupy, and carry out the Developer Works on Other Land.
- 20.2 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.
- 20.3 Upon receiving reasonable prior notice from the Developer, the Council is to allow the Developer, to enter, occupy, and use specified Council owned or controlled land at any reasonable time if the occupation or use of the land by the Developer is reasonably necessary for the Developer Works.
- 20.4 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 any land on which the Developer Works are being carried out.
- 20.5 The Council must comply with the Developer's reasonable safety requirements while on any land on which the Developer Works are being carried out.

**21 Audit, inspection, testing of Developer Works**

- 21.1 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.
- 21.2 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.
- 21.3 If an audit, inspection or test reasonably shows that particular action must be taken in relation to the Developer Works, the Developer is to:
  - 21.3.1 take the action in the manner, and within the time, the Council reasonably requires, and
  - 21.3.2 provide evidence to the Council that the action has been taken.
- 21.4 If an audit, inspection or test shows that the Developer Works have not been carried out in accordance with this Deed, the Developer is to pay any Costs incurred by the Council in connection with the audit, inspection or test.

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- 21.5 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.

**22 Access to information & records**

- 22.1 The Council may make a written request to the Developer:
- 22.1.1 to provide information to the Council concerning the Developer Works,
  - 22.1.2 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.
- 22.2 The Developer is to comply with any such request made by the Council not later than 14 days after the Council makes the request.

**23 Easements, covenants etc. relating to Developer Works**

- 23.1 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.
- 23.2 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.

**24 Practical Completion of Developer Works**

- 24.1 The Developer is to use all reasonable endeavours to obtain a Practical Completion Certificate for an Item of Developer Works by not later than the Developer Works Completion Date for that Item of Developer Works.
- 24.2 The Developer is to make a written request to the Council to issue a Practical Completion Certificate for an Item of Developer Works by not later than 28 days before the Developer Works Completion Date for that Item of Developer Works.
- 24.3 The Council is to inspect the Item of 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.
- 24.4 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 Item of Developer Works within a period specified in the direction in order to bring the Item of Developer Works into conformity with any Approval.
- 24.5 The Developer is to promptly comply with any such direction given by the Council.
- 24.6 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 Item of Developer Works.

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- 24.7 The Council is to promptly issue a Practical Completion Certificate for the Item of Developer Works when it is reasonably satisfied that no aspect of the Item of Developer Works reasonably requires completion, rectification or repair.
- 24.8 This clause 24 does not apply to an Item of Developer Works which has been completed before the date of this Deed.

**25 Transfer of Ownership Notice and Vesting of Works**

- 25.1 The Council is to give the Developer a Transfer of Ownership Notice for an Item of Developer Works (other than any Developer Works carried out prior to the date of this Deed) immediately after the Council issues the Practical Completion Certificate for the Item of Developer Works.
- 25.2 An Item of Developer Works vests in the Council on the date stated in the Transfer of Ownership Notice for that Item of Developer Works.

**26 Transfer of land on which Developer Works Constructed**

- 26.1 Unless otherwise specified in this Deed or agreed in writing between the Parties:
- 26.1.1 the Developer is to do all things necessary to dedicate or procure the dedication to the Council of the land on which an Item of Developer Works the subject of a Transfer of Ownership Notice are constructed,
- 26.1.2 the dedication is to occur by not later than the vesting date stated in the Transfer of Ownership Notice,
- 26.1.3 the dedication is to be free of cost to the Council.

**27 Works-As-Executed Plan**

- 27.1 No later than 14 days after the issue of a Practical Completion Certificate for an Item of Developer Works, the Developer is to submit to the Council a full Works-As-Executed-Plan for the Item of Developer Works (other than any Developer Works carried out prior to the date of this Deed) in a format agreed to by the Council.
- 27.2 The Developer, being the copyright owner in the Works-As-Executed Plan, assigns the copyright in the Works-As-Executed Plan to the Council free of Cost to the Council.
- 27.3 If the Developer is not the copyright owner of the Work-As-Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works-As-Executed Plan to the Council free of cost to the Council.

**28 Rectification of defects**

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

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- 28.2 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.
  - 28.3 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.

**29 Development Contributions and Council Contributions**

- 29.1 This clause applies if Items 8 and 9 of the Reference Schedule specify a Development Contribution Amount payable by the Developer to the Council and a Development Contribution Credit Amount, respectively, in relation to an Item of Developer Works.
- 29.2 The Developer acknowledges the obligation imposed by the Applicable Development Consents to pay to the Council the Development Contribution Amounts in relation to the Development.
- 29.3 Pursuant to s7.11(5)(b) of the Act, in consideration of the Developer carrying out an Item of Developer Works and otherwise performing all of its obligations under this Deed, the Development Contribution Amount payable by the Developer under a particular Applicable Development Consent in respect of an Item of Developer Works is to be reduced by the Development Contribution Credit Amount for that Item of Developer Works.
- 29.4 If Item 10 of the Reference Schedule specifies a Council Contribution Amount for an Item of Developer Works, the Council is to pay that amount to the Developer at the time noted in Item 10 of the Reference Schedule

**Part 3 – Dispute Resolution****30 Expert determination**

- 30.1 This clause applies to a Dispute between the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert.
- 30.2 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.
- 30.3 If such a notice is given, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 30.4 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.
- 30.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 30.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 30.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

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### **31 Mediation**

- 31.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute that is subject to expert determination in accordance with this Deed.
- 31.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 31.3 If such a notice is given, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 31.4 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 NSW Law Society to select a mediator.
- 31.5 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.
- 31.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 31.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

### **32 Arbitration Excluded**

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

## **Part 4 - Enforcement**

### **33 Developer Works Security**

- 33.1 The Developer is to deliver the Developer Works Security to the Council before any construction of the Developer Works (other than an Item of Developer Works which is completed before the date of this Deed) commences.
- 33.2 The Council may keep the Developer Works Security as security for the Developer performing its obligations under this Deed.
- 33.3 The Council may access the Developer Works Security as a consequence of any breach of this Deed by the Developer, or on termination of this Deed.
- 33.4 The Council is to release and return the Developer Works Security, or, if the Developer Works Security has been accessed, the unused part of it, to the Developer once all of the Developer Works have vested in Council if, at that time, the Developer is not in breach of this Deed.

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### **34 Breach of obligations**

- 34.1 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:
- 34.1.1 specifying the nature and extent of the breach, and
- 34.1.2 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, and
- 34.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 34.2 If the Developer fails to fully comply with a notice referred to in clause 34.1, 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,:
- 34.2.1 call up the Developer Works Security and apply it to remedy the Developer's breach; and
- 34.2.2 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.
- 34.3 Any costs incurred by 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:
- 34.3.1 by calling-up and applying the Developer Works Security, or
- 34.3.2 as a debt due in a court of competent jurisdiction.
- 34.4 For the purpose of clause 34.3, the Council's costs of remedying a breach of this Deed by the Developer include, but are not limited to:
- 34.4.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
- 34.4.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
- 34.4.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 34.5 Nothing in this clause 34 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.

### **35 Termination**

- 35.1 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:

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- 35.1.1 terminate this Deed by written notice to the Developer, and
- 35.1.2 take the Developer Works out of the hands of the Developer, and
- 35.1.3 access and use the Developer Works Security.

### **36 Effect of termination**

- 36.1 If the Council terminates this Deed:
  - 36.1.1 the Parties are to immediately stop performing the Deed,
  - 36.1.2 no rights of the Council existing at the date of termination are affected,
  - 36.1.3 the Developer is not entitled to any payment or compensation for damages, losses or Costs arising because of the termination,
  - 36.1.4 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 any Developer Works Security
  - 36.1.5 the Council may complete the Developer Works by such means as it considers reasonably appropriate,
  - 36.1.6 without paying compensation, take possession of any of the Developer's documents, information or records as it reasonably needs to complete the Developer Works,
  - 36.1.7 without paying compensation, take possession of any land the Developer owns or controls as it reasonably needs to complete the Developer Works.

### **37 Enforcement in a court of competent jurisdiction**

- 37.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 37.2 For the avoidance of doubt, nothing in this Deed prevents:
  - 37.2.1 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
  - 37.2.2 the Council from exercising any function under the 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.

### **38 Restriction on dealings**

- 38.1 The Developer is not to assign the Developer's rights or obligations under this Deed, or novate this Deed to any person unless:
  - 38.1.1 the Developer is not in breach of this Deed,
  - 38.1.2 the Council has notified the Developer that the Council reasonably considers that the proposed assignee or novatee is reasonably capable of performing the Developer's obligations under this Deed, and

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- 38.1.3 the Developer and the assignee or novatee execute the Assignment Deed with the Council, at no cost to Council.

## **Part 5 – Indemnities & Insurance**

### **39 Risk**

- 39.1 The Developer performs this Deed at its own risk and at its own Cost unless otherwise expressly provided in this Deed.

### **40 Release**

- 40.1 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.

### **41 Indemnity**

- 41.1 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, fraud or wilful misconduct or default.
- 41.2 This Developer's indemnity covers:
- 41.2.1 any loss, destruction or damage to any real or personal property because of the Developer Works,
  - 41.2.2 any redress owed by the Council to any person under a contract or on any other legally enforceable basis,
  - 41.2.3 death or injury to any person,
  - 41.2.4 infringement or alleged infringement of any Intellectual Property, including moral rights,
  - 41.2.5 a breach or alleged breach of any duty of confidentiality.

### **42 Developer's Insurances**

- 42.1 Until the Council gives the Developer a Transfer of Ownership Notice relating to all of the Developer Works, the Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Developer Works:
- 42.1.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Developer Works (including but not limited to the Cost of demolition and removal of debris,

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consultants' fees and Authorities' fees), to cover the Developer's liability in respect of damage to, or destruction of, the Works,

- 42.1.2 public liability insurance 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,
- 42.1.3 workers compensation insurance as required by law, and
- 42.1.4 any other insurance required by law.
- 42.2 If the Developer fails to comply with its obligations relating to insurances under this Deed, 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 but not limited to by recovery as a debt due in a court of competent jurisdiction.
- 42.3 The Developer is not to commence construction of the Developer Works unless it has first provided to the Council satisfactory written evidence of all of the insurances required under this Deed.

**43 Subcontractors' insurances**

- 43.1 Before construction of the Developer Works commences (other than the Item of Developer Works carried out before the date of this Deed), 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:
  - 43.1.1 covered by the insurances the Developer is required to take out and maintain in relation to the Developer Works, or
  - 43.1.2 have effected and maintain insurance policies that are the same types and for the same amounts and periods as the Developer's insurances.

**Part 6 – Other Provisions****44 Confidentiality**

- 44.1 Each party must keep confidential and must not publicly announce or disclose information about:
  - 44.1.1 documents, plans and other material clearly identified as confidential, or which should reasonably be considered confidential,
  - 44.1.2 any tender by the Developer relating to the Developer Works.
  - 44.1.3 In particular, any party receiving confidential information must:
    - 44.1.4 treat the information as it would its own confidential material,
    - 44.1.5 promptly notify the Council if it becomes aware that the law might require the information to be disclosed,

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- 44.1.6 ensure that only authorised persons have access to the information and that it is stored safely and securely.
- 44.2 The Parties must immediately notify each other if they become aware of a breach of confidentiality relating to the Developer Works or this Deed.
- 44.3 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.
- 44.4 The confidentiality obligations contained in this Deed do not apply if a disclosure of confidential information is required:
  - 44.4.1 by law,
  - 44.4.2 by the Listing Rules of the Australian Securities Exchange Limited,
  - 44.4.3 to enable a Party to perform its obligations, or to make or defend any claim or dispute, under the Works-in-Kind Deed,
  - 44.4.4 under this Deed,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.

**45 Ownership of Intellectual Property**

- 45.1 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.
- 45.2 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.
- 45.3 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:
  - 45.3.1 using, maintaining and disposing of the Developer Works or support systems,
  - 45.3.2 modifying and developing the Developer Works and support systems, linked works or associated infrastructure,
  - 45.3.3 completing the Developer Works on termination of this Deed,
  - 45.3.4 Rectifying Defects relating to the Developer Works.
- 45.4 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.
- 45.5 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.

**46 Technical Data**

- 46.1 The Developer is to give the Council any Technical Data that the Council considers reasonably necessary in relation to the Developer Works.

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- 46.2 The Council may provide Technical Data to any person for a purpose relating to the Developer Works.

**47 Moral rights**

- 47.1 The Developer is not to enforce any moral rights against the Council relating to the Developer Works.
- 47.2 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.

**48 Force Majeure**

- 48.1 If a Party is affected, or likely to be affected, by a Force Majeure Event, that Party must promptly notify the other Party, giving:
- 48.1.1 full details of the event,
  - 48.1.2 an estimate of its duration,
  - 48.1.3 the obligations under this Deed it affects and how much it will affect them,
  - 48.1.4 the steps either taken or planned to manage its effects.
- 48.2 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.
- 48.3 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.

**49 Notices**

- 49.1 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:
- 49.1.1 delivered or posted to that Party at its postal address set out in Item 11 or 12 of the Reference Schedule as the case requires,
  - 49.1.2 emailed to that Party at its email address set out in Item 11 or 12 of the Reference Schedule.
- 49.2 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 or fax number.
- 49.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 49.3.1 delivered, when it is left at the relevant postal address,
  - 49.3.2 sent by post, 2 business days after it is posted,
  - 49.3.3 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.

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- 49.4 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.

**50 Approvals and Consent**

- 50.1 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.
- 50.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

**51 Costs**

- 51.1 The Developer is to pay to the Council the Council's costs of 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.
- 51.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

**52 Entire Deed**

- 52.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 52.2 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.

**53 Further Acts**

- 53.1 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.

**54 Governing Law and Jurisdiction**

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

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**55 No Fetter**

- 55.1 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.

**56 Illegality**

- 56.1 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.
- 56.2 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 unless to do so would materially change the intended effect of this Deed, but the rest of this Deed is not affected.
- 56.3 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.

**57 Amendment**

- 57.1 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.

**58 Waiver**

- 58.1 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.
- 58.2 A waiver by a Party is only effective if it:
- 58.2.1 is in writing,
- 58.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
- 58.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
- 58.2.4 is signed and dated by the Party giving the waiver.
- 58.3 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.
- 58.4 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.

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- 58.5 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.

**59 GST**

- 59.1 In this clause:

**Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.

**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.

- 59.2 Subject to clause 59.4, 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.
- 59.3 Clause 59.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 59.4 No additional amount shall be payable by the Council under clause 59.2 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.
- 59.5 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:
- 59.5.1 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;
- 59.5.2 that any amounts payable by the Parties in accordance with clause 59.2 (as limited by clause 59.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 59.6 No payment of any amount pursuant to this clause 59, 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.

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- 59.7 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.
- 59.8 This clause continues to apply after expiration or termination of this Deed.

[The next page is the Execution page]

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**Execution**

**Executed as a Deed**

**Dated:** [Drafting Note. Insert the date when the Deed has been executed by all of the Parties.]

**Executed on behalf of the Council**

\_\_\_\_\_  
**General Manager**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Name of General Manager**

\_\_\_\_\_  
**Name of Witness and Address**

**Executed on behalf of the Developer** in accordance with s127(1) of the  
*Corporations Act 2001 (Cth)*

\_\_\_\_\_  
**Name/Position**

\_\_\_\_\_  
**Signature**

**Witness:**

\_\_\_\_\_  
**Name/Position**

\_\_\_\_\_  
**Signature**

**Thornton Waters Pty Ltd**

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\_\_\_\_\_

\_\_\_\_\_  
Name/Position

\_\_\_\_\_  
Signature

Witness:

\_\_\_\_\_  
Name/Position

\_\_\_\_\_  
Signature

Allam Development No. 1 Pty Ltd

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Schedule 1

(Clause 1.1)

Reference Schedule

1 Developer	<p>(a) The Developer under this Deed in respect of Items of Developer Work 1 &amp; 2 specified in Item 3 of this Reference Schedule is:</p> <p><b>Thornton Waters Pty Ltd</b> ACN 606 351 400 of Office 37, Level 3, 11-13 Brookhollow Avenue, Norwest NSW 2153</p> <p>(b) The Developer under this Deed in respect of Item of Developer Work 3 specified in Item 3 of this Reference Schedule is:</p> <p><b>Allam Development No. 1 Pty Ltd</b> ACN 617 513 005 of Office 37, Level 3, 11-13 Brookhollow Avenue, Norwest NSW 2153</p>																				
2 Development	<p>Development the subject of the Applicable Development Consents being:</p> <p>233 Lot Residential Subdivision at 59 McFarlanes Road Chisholm</p> <p>43 Lot Residential Subdivision at 651 Raymond Terrace Road Chisholm</p> <p>132 Lot Residential Subdivision at 581 Raymond Terrace Road Chisholm</p>																				
3 Developer Works and Applicable Development Consent	<p>Construction of shared path/linear linkages – Raymond Terrace Road, Chisholm, New South Wales being part of works specified in item TN30 of the Work Schedules contained in the Applicable Contributions Plan and as shown on drawings DA 16/2890 - 190205(3B) - CENG - 101 G approved 18/7/2023; DA 19/652 - 150101(37)-DA-113 as amended by condition 42 of the Development Consent granted to DA 19/652;</p> <table><tr><th>Item of Developer Work</th><th>Applicable Development Consent</th><th>Lot &amp; DP</th><th>Length (m)</th></tr><tr><td>Item 1</td><td>Development Consent granted to DA 16/432</td><td>Part Lot 3156 DP 1267803</td><td>268</td></tr><tr><td>Item 2</td><td>Development Consent granted to DA 16/2890</td><td>Lot 1 DP 1288624</td><td>384</td></tr><tr><td>Item 3</td><td>Development Consent granted to DA 19/652</td><td>Lot 2 DP 1284512</td><td>342</td></tr><tr><td colspan="3"></td><td><b>Total 994</b></td></tr></table>	Item of Developer Work	Applicable Development Consent	Lot & DP	Length (m)	Item 1	Development Consent granted to DA 16/432	Part Lot 3156 DP 1267803	268	Item 2	Development Consent granted to DA 16/2890	Lot 1 DP 1288624	384	Item 3	Development Consent granted to DA 19/652	Lot 2 DP 1284512	342				<b>Total 994</b>
Item of Developer Work	Applicable Development Consent	Lot & DP	Length (m)																		
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Item 3	Development Consent granted to DA 19/652	Lot 2 DP 1284512	342																		
			<b>Total 994</b>																		

**Works-in-Kind Deed****Shared Path/Linear Linkages****Off Raymond Terrace Road, Chisholm**

4 Developer Works Completion Date	<b>Item of Developer Work</b>	<b>Developer Works Completion Date</b>	
	Item 1	Works have been completed	
	Item 2	Before the issuing of a Subdivision Certificate for Stage 3B of the part of the Development authorised by the Development Consent granted to DA/16/2890 on Lot 1 in DP1288624	
	Item 3	Before the issuing of a Subdivision Certificate for Stage 4B of the part of the Development authorised by the Development Consent granted to DA/19/652 on Lot 2 in DP1284512	
5 (a) Developer Works Security	\$30,000		
(b) Indexation Method	N/A		
6 Defects Liability Period	6 months		
7 Applicable Contributions Plan	Thornton North Section 94 Contributions Plan 2008, Version 3, adopted by the Council on 12 April 2016.		
8 Development Contribution Amount	The amounts specified in Condition 2 of the Applicable Development Consents (other than the Development Consent to DA16/432) being the amounts payable in the Thornton North Recreation & Open Space category:		
	<b>Item of Developer Works</b>	<b>Applicable Development Consent</b>	<b>Development Contribution Amount</b>
	Item 2	Development Consent to DA2016/2890	\$233,791.00
	Item 3	Development Consent to DA2019/652	\$706,810.00
9 Development Contribution Credit Amount	<b>Item of Developer Works</b>	<b>Applicable Development Consent</b>	<b>Development Contribution Amount</b>
	Item 2	Development Consent to DA2016/2890	\$86,727
	Item 3	Development Consent to DA2019/652	\$77,241

**Works-in-Kind Deed**  
**Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

10 Council Contribution Amount	Item of Developer Works	Council Contribution Amount	Timing
	Item 1	\$60,528	14 days after the date of this Deed
11 Council Contact for Notices	<b>Postal Address:</b> PO Box 220 Maitland NSW <b>Telephone:</b> (02) 4934 9817 <b>Email</b> <a href="mailto:melissa.harvey@maitland.nsw.gov.au">melissa.harvey@maitland.nsw.gov.au</a> <b>Representative:</b> Melissa Harvey		
12 Developer Contact for Notices	<b>Postal Address</b> 7/335 Hillsborough Road, Warners Bay NSW 2282 <b>Telephone:</b> 0401434671 <b>Email:</b> <a href="mailto:callumm@adwjohnson.com.au">callumm@adwjohnson.com.au</a> <b>Representative:</b> Callum Moore		

**Works-in-Kind Deed**  
**Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

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**Schedule 2**

(Clause 1.1)

**Assignment Deed**

[The next page and following pages contain the Assignment Deed]

DRAFT

**Works-in-Kind Deed**  
**Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

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**Assignment Deed**

**Construction of Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

**Maitland City Council**

**Allam Development No. 1 Pty Ltd**

**Thornton Waters Pty Ltd**

**[Insert Name of Assignee]**

[Insert Date]

**Works-in-Kind Deed**  
**Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

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**Assignment Deed**  
**Construction of Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

**Parties**

Maitland City Council ABN 11 596 310 805 of PO Box 220 Maitland NSW ('Council') and  
**Thornton Waters Pty Ltd** ABN 62 606 351 400 of 27 Lawson Street, Penrith NSW  
2750 [Insert Details] ('**Assigning Party**')  
and  
[Insert Name] [Insert Details] ('**Incoming Party**')

**Background**

- A The Council and the Assigning Party are parties to the Works-in-Kind Deed.
- B The Assigning Party wishes to assign its rights and obligations under the Works-in-Kind Deed to the Incoming Party.
- C The Incoming Party is willing to receive an assignment of the Assigning Party's rights and obligations under the Works-in-Kind Deed.
- D The Council consents to the assignment of the Assigning Party's rights and obligations to the Incoming Party.
- E The Parties have agreed to enter into this Deed to give effect to these arrangements.

**Operative provisions**

**1 Definitions and Interpretation**

1.1 In this Deed, the following definitions apply:

**Assignment** means the assignment of all the Assigning Party's rights and obligations [Drafting Note. Alternatively, specify particular rights and obligations if not all of them are to be assigned] under the Works-in-Kind Deed to the Incoming Party in accordance with this Deed.

**Claim** includes a claim, demand, remedy, suit, injury, damage, Loss, liability, action, proceeding, right of action, of any kind including contingent claims.

**Deed** means this deed, and includes any schedules, annexures or appendices to this deed.

**Works-in-Kind Deed** means the Deed between the Council and the Developer dated [Drafting Note. Insert date].

**Works-in-Kind Deed**  
**Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

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**Effective Date** means [Drafting Note. Insert date].

**Loss** means any loss (including loss of profit and loss of expected profit), cost, charge, expense, outgoing, payment, fee, diminution in value or deficiency of any kind or character which the indemnified party suffers or incurs or is liable of including:

- (a) all interest and other amounts payable by third parties; and
- (b) all legal costs (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability and all amounts paid in settlement of any claim or action.

**Party** means a party to this Deed.

- 1.2 All other capitalised words used in this Deed have the meanings given to those words in the Works-in-Kind Deed. [Drafting Note. Delete if inapplicable]
- 1.3 Clauses 1.2, [Drafting Note. Insert clause numbers for any Works-in-Kind Deed provisions which apply to this Deed] of the Works-in-Kind Deed apply as if they form part of this Deed with any necessary changes.

## **2 Assignment**

- 2.1 With effect on and from the Effective Date:
  - 2.1.1 the Assigning Party assigns to the Incoming Party absolutely all of the Assigning Party's rights and obligations under the Works-in-Kind Deed [Drafting Note. Specify particular rights and obligations if not all of them are to be assigned], and
  - 2.1.2 the Incoming Party accepts the Assignment, and
  - 2.1.3 the Incoming Party undertakes to comply with the provisions of the Works-in-Kind Deed that are binding upon the Incoming Party as a consequence of the Assignment.

## **3 Effect of Assignment**

- 3.1 The Incoming Party is bound by the rights and obligations assigned to it by the Assigning Party on and from the Effective Date.

## **4 Indemnities**

- 4.1 The Assigning Party indemnifies the Incoming Party against all Claims which the Incoming Party suffers or incurs in relation to the Works-in-Kind Deed which arise or relate to acts or omissions of the Assigning Party occurring before the Effective Date [Drafting Note: This clause will need to change if not all rights and obligations are assigned].
- 4.2 The Incoming Party indemnifies the Assigning Party against all Claims which the Incoming Party suffers or incurs in relation to the Works-in-Kind Deed which arise or relate to acts or omissions of the Incoming Party occurring on or after the Effective Date.

**Works-in-Kind Deed**  
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**5 Release**

- 5.1 On and from the Effective Date, the Council and the Assigning Party release each other in relation to their respective obligations under the Works-in-Kind Deed and all Claims that the parties may have or have had against each other under or in respect of the Works-in-Kind Deed except in relation to any breaches by the Assigning Party prior to the Assignment of the Works-in-Kind Deed. **[Drafting Note:** This clause will need to be modified if not all rights and obligations are assigned and the Assigning Party retain obligations under the Works-in-Kind Deed].

**6 Affirmation of the Works-in-Kind Deed**

- 6.1 The Works-in-Kind Deed is to be read and construed subject to this Deed, and in all other respects the provisions of the Works-in-Kind Deed are ratified and confirmed, and, subject to the Assignment contained in this Deed, the Works-in-Kind Deed will continue in full force and effect.

**7 Address for notices**

- 7.1 On and from the Effective Date, all notices and communications which are to be given or made by the Council to the Incoming Party under the Works-in-Kind Deed are to be given or made to the following:

**Incoming Party:** [Insert details]

**Postal Address:** [Insert details]

**Fax:** [Insert details]

**Email:** [Insert details]

**Contact Person:** [Insert details]

**8 Warranties**

- 8.1 Each Party represents and warrants that at the time of execution of this Deed, and at the Effective Date:
- 8.1.1 it has capacity unconditionally to execute, deliver and comply with its obligations under this Deed;
  - 8.1.2 it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this Deed;
  - 8.1.3 this Deed is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and
  - 8.1.4 its unconditional execution and delivery of, and compliance with its obligations under, this Deed do not contravene:
    - (a) any law or directive from a government entity;
    - (b) its constituent documents;
    - (c) any agreement or instrument to which it is a party; or

**Works-in-Kind Deed**  
**Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

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(d) any obligation of it to any other person.

- 8.2 The warranties and representations in clause 8.1 survive the execution of this Deed and the Assignment/Novation. **[Drafting Note: Delete whichever is applicable]**

**9 Costs**

- 9.1 The Assigning Party and the Incoming Party are to:
- 9.1.1 bear their own costs, and
  - 9.1.2 each reimburse 50% of the Council's reasonable costs, of preparing, negotiating and executing this Deed.

**10 Stamp duty**

- 10.1 The Incoming Party is to pay all stamp, transaction, registration, financial institution, bank account debit and other duties and taxes (including fines and penalties) which may be payable or determined to be payable in relation to the execution, delivery, performance or enforcement of this Deed or any payment or receipt or other transaction contemplated by this Deed.

**11 Governing law**

- 11.1 This Deed is governed by the law in force in New South Wales and the Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

**12 Counterparts**

- 12.1 This Deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

**13 GST**

- 13.1 Where a supply made under this Deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) shall be increased by an additional amount equal to the GST payable on the supply. The additional amount is to be paid, and the supplier is to provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this Deed. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

**Works-in-Kind Deed**  
**Shared Path/Linear Linkages**  
**Off Raymond Terrace Road, Chisholm**

**Execution**

**Executed as a Deed**

**Dated:**

**Executed on behalf of the Council**

\_\_\_\_\_  
**General Manager**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Name of General Manager**

\_\_\_\_\_  
**Name of Witness and Address**

**Executed on behalf of the Assigning Party** in accordance with s127(1) of the Corporations Act (Cth) 2001

\_\_\_\_\_  
**Name/Position**

\_\_\_\_\_  
**Name/Position**

**Executed on behalf of the Incoming Party** in accordance with s127(1) of the Corporations Act (Cth) 2001

\_\_\_\_\_  
**Name/Position**

\_\_\_\_\_  
**Name/Position**

## **Officers Reports**

### **HUNTER ESTUARY VIBRANT RIVER EDUCATION GRANT PUBLIC EXHIBITION RESPONSE**

#### **Engagement Report Hunter River Education Program (Under Separate Cover)**

**Meeting Date: 23 April 2024**

**Attachment No: 1**

**Number of Pages: 24**



# Engagement Report

## HUNTER RIVER EDUCATION PROGRAM

Date: 28 March 2024

### 1. PROJECT ADMIN

ROLE	RESPONSIBLE
Project contacts	Principal Estuary Officer – Deanne Nelson-Pritchard
Engagement lead	Strategic Engagement Officer – Elizabeth Hill
Comms and marketing leads	Team Leader Communications – Rhys Pascoe Marketing Officer – Kerrie Croal

### 2. PROJECT BACKGROUND

An education campaign within the Maitland LGA is being launched related to the recreational use of the Hunter River as part of funding provided by the NSW Government’s Coastal and Estuary Program.

Through signage, points of interest, barriers and beautification, and extensive community engagement, the Vibrant River Education Program aims to address critical issues such as stream bank erosion from boating, illegal dumping, and unauthorised vehicular access, which threaten the health and beauty of our river ecosystem.

Following concerns about the impacts of these activities, three sites – the Lorn riverbank, Queens Wharf in Morpeth and Melville Ford were identified for the initiative which aims to raise awareness about activities that can adversely affect the river and its banks. It hopes to ease local concerns and promote environmentally conscious attitudes and practices. Ultimately, the goal is to improve the health of our riverbanks through long term planning.

The engagement involved displaying the concept plans to the community and sought to:

- Provide the community with the opportunity to view the concept plans for each site
- All the community to provide feedback on these plans
- Begin raising awareness of recreational activities that impact the river and how those impacts can be reduced.

### 3. METHODOLOGY

In meeting the listed objectives of the engagement, the following methods were applied.

#### ENGAGEMENT METHODS

METHODS	STAKEHOLDER/S	ENGAGEMENT LEVEL	TIMING	REACH
Social Pinpoint page	<ul style="list-style-type: none"> <li>Wider community</li> <li>Community local to each site</li> </ul>	Consult	28 February – 26 March	402 visits
Online Survey	<ul style="list-style-type: none"> <li>Wider community</li> <li>Community local to each site</li> </ul>	Consult	28 February – 26 March	65 survey responses 41 contributors*

\* Contributors refers to respondents who are registered members of Maitland Your Say.

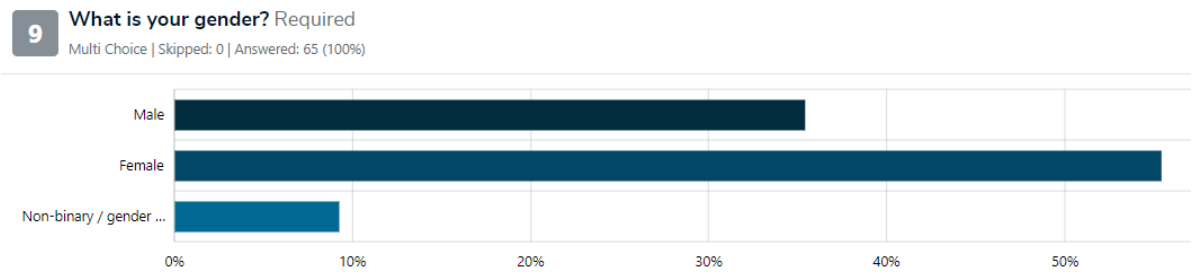
#### COMMUNICATION METHODS

METHODS	AUDIENCE	ENGAGEMENT LEVEL	TIMING	REACH
DL flyer letterbox drop	<ul style="list-style-type: none"> <li>Community local to each site</li> </ul>	Inform	28 February – 6 March	100 printed Scans 6
MYS campaign to Maitland Your Say subscribers	Maitland Your Say subscription lists: <ul style="list-style-type: none"> <li>Lorn</li> <li>Melville</li> <li>Morpeth</li> <li>Community and recreation</li> <li>Environment and sustainability</li> </ul>	Inform	28 February	190 recipients 136/190 opens (71%) 15.3% link clicks
Media	<ul style="list-style-type: none"> <li>Media</li> <li>Wider community</li> </ul>	Inform	28 February – 26 March	Generated 7 media mentions, between 28 February – 26 March including: 3 radio mentions (including 1 online interview with 2NURFM) 2 online 1 TV 1 print Reached a potential audience of 14,784 people

METHODS	AUDIENCE	ENGAGEMENT LEVEL	TIMING	REACH
Social posts	Wider community	Inform		
	Corporate Facebook		<a href="#">28 February</a>	Impressions 7,067 Reach 6,465 Engagement: 399 Comments: 26 Link clicks: 14
	Corporate Facebook		<a href="#">6 March</a>	Impressions 4,243 Reach 8,834 Engagement: 281 Comments: 15 Link clicks: 11
	Corporate Facebook		<a href="#">23 March</a>	Impressions 1,731 Reach 1,666 Engagement: 20 Comments: 0 Link clicks: 2
	TOTAL SOCIALS			Impressions 13,041 Reach 16,965 Engagement 700 Comments 41 Link clicks 31
Staff Good Work	Staff	Inform	<a href="#">21 March</a>	243/645 opened 4 clicks
Councillor Good Work	Councillors	Inform	29 February	4/13 opened 0 clicks

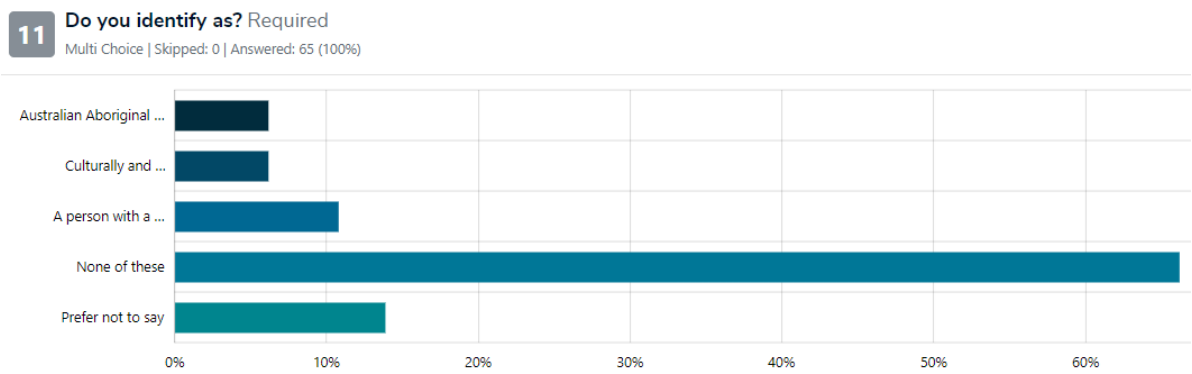
4. DEMOGRAPHICS

Of 65 survey respondents, 55.38% were female, 35.38% were male and 9.23% identified as non-binary or gender diverse.

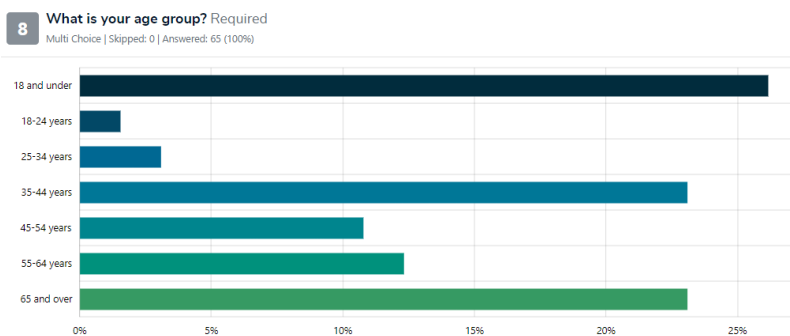


More than 6% of respondents identified as Aboriginal or Aboriginal and Torres Strait Islander, more than 6% as being from a culturally and linguistically diverse background. This is a slightly lower representation of diversity in the LGA. The ABS 2022 Census, which shows that 8% of the total population in Maitland identify as Aboriginal and Torres Strait Islander, 9% identify as being from a culturally and linguistically diverse background.

Almost 11% of respondents identified as a person with a disability, which is on par with Maitland’s Census results, while almost 14% of respondents preferred not to disclose identifying information.

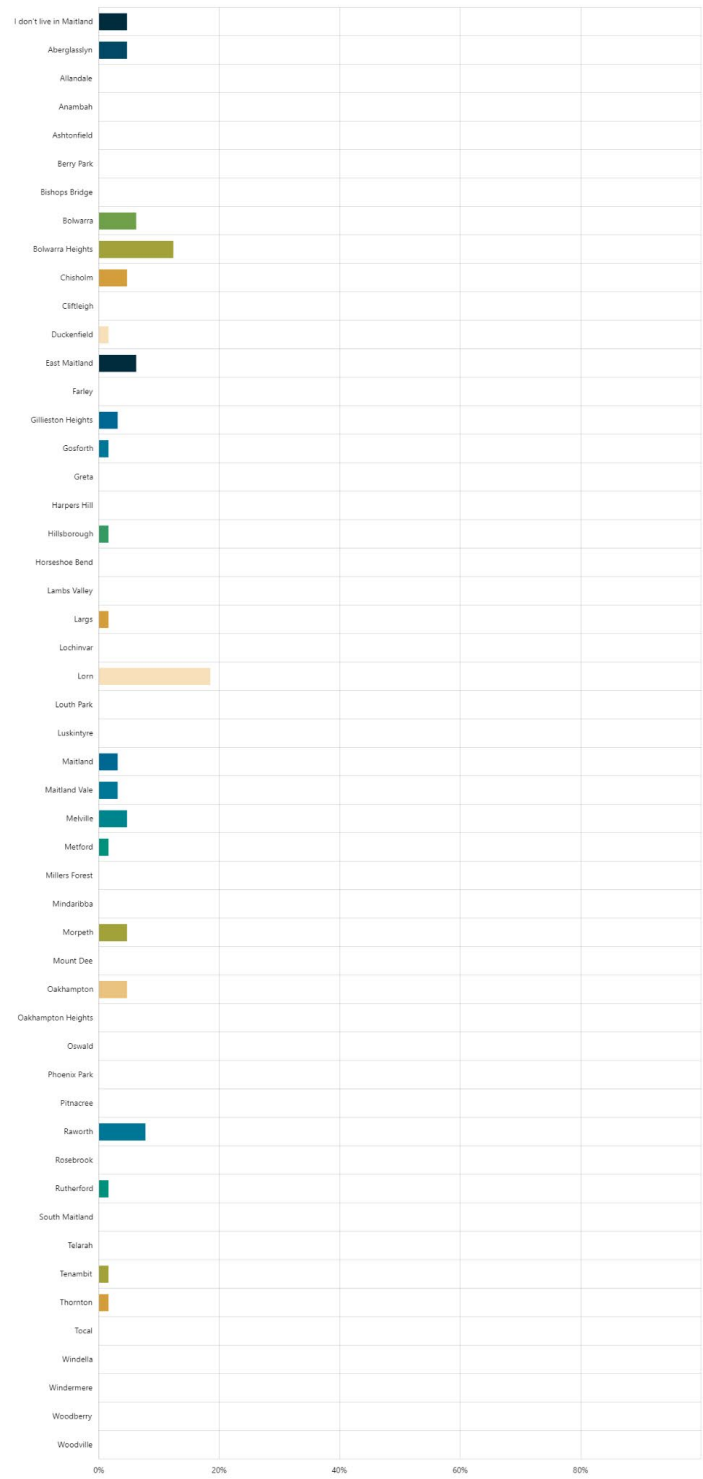


The three age brackets with the highest response rates were the 18 and under category at almost 27% while both the 35-44 years and 65 an over age brackets each represented 23.08% of respondents.



The highest level of participation was from residents of Lorn, covering almost 18.5% of responses. The next highest level of responses were from Bolwarra Heights (12%)/Bolwarra (6%) and Raworth (almost 8%) and East Maitland (6%).

A collection of other suburbs each represented almost 5% of respondents – Aberglasslyn, Chisholm, Melville, Oakhampton, or the respondents did not live in Maitland. Just over 3% each were Gillieston Heights, Maitland and Maitland Vale residents. Less than 2% of respondents each represented the suburbs of Duckenfield, Gosforth, Hillsborough, Largs, Metford, Rutherford, Tenambit and Thornton.



## 5. KEY FINDINGS

The community feedback across Melville Ford, Queens Wharf in Morpeth, and Lorn Riverbank highlights a shared community concern for environmental preservation and sustainability.

While there is overall support for the proposed initiative in general to all site feedback, the community's common concerns were regarding the effectiveness of signage, with a notable lack of confidence in their ability to alter community behaviour and suggestions for introducing more enforceable measures.

Each location presents unique priorities:

### MELVILLE FORD

Feedback advocated for preservation through revegetation, implementing physical barriers and enforceable measures to complement signage and education to change behaviours.

### QUEENS WHARF, MORPETH

The proposed concept plan for Queens Wharf at Morpeth received mixed responses despite general support. Feedback focused on practical accessibility and a more traditional educational approach to environmental preservation over technological enhancements like gamification.

### LORN RIVERBANK

Feedback for the riverbank in Lorn Riverbank highlights significant concerns for erosion control, a desire for native vegetation restoration, and improved recreational amenities and access, balanced by a concern for the impacts of proposed developments on the site and their ability to withstand future flooding.

6. RESULTS

The online survey was hosted on Council's engagement platform, Maitland Your Say and the following data reports and overview analysis has been exported and links provided below for the project team to review.

Comments received from the community via Facebook have also been exported, recorded and common themes identified and provided in the reports below.

REPORT	FILE TYPE	COMMENT
Social Pinpoint summary	PDF	Social Pinpoint auto sentiment analysis has been applied to free form entry questions.  Free form entry analysis is not included in the report. Data for each question has been exported to excel format individually.
Social Pinpoint raw data – full export	Excel	Social pinpoint raw data exported in full as one datasheet. Additional tabs have been added to represent individual questions, with auto sentiment analysis applied where relevant.

The above linked PDF reports are included in the appendix.

SURVEY DATA OBSERVATIONS

We asked respondents to provide feedback on the concept plans of interest to them. While 65 contributions were made to the survey overall, the contributions to individual questions vary. Responses to qualitative questions are themed and the individual responses are presented in the table below.

MELVILLE FORD

87% (57) of total respondents (65) considered the plans for Melville Ford. Of these, 80% felt neutral through to strong agreement that they were comfortable with the proposed signage locations for the site. However, less felt the as positive about whether the proposed education would be effective, with more than 30% disagreeing, or strongly disagreeing that the education would help provide understanding of the negative effects of vehicular use.

55% (36) respondents provided additional feedback for Melville Ford concept plans. There's a mix of perspectives on the proposed concept plan for Melville Ford, specifically around the signage locations and river education initiatives. Here's the essence of the community sentiment:

- Environmental concerns and restoration support:** There's a strong call for environmental restoration, particularly revegetation, alongside the infrastructure developments. The community values efforts to repair the streambank and enhance biodiversity, reflecting a desire for Council to demonstrate a commitment to ecological repair and prevent unauthorised access.
- Scepticism about signage effectiveness:** Many comments express doubt about the effectiveness of signage in deterring unauthorised access, especially by 4WD vehicles. The common belief is that those determined to access the riverbed will ignore signs, suggesting a need for more enforceable measures like physical barriers or surveillance.
- Calls for more comprehensive measures:** Beyond signage, there's a push for more robust environmental and access control measures. Suggestions include revegetation, fencing, and the use of natural barriers to protect the riverbank and improve water quality. There's also interest in leveraging grant opportunities for ecosystem restoration.
- Educational signage content:** While there's scepticism about the impact of signs, there's still a desire for educational content that is visible, informative, and culturally sensitive. However, concerns about vandalism and flood damage to signage are raised, indicating a need for durable and strategically placed signs.

- **Desire for direct action against vehicle access:** The feedback frequently mentions the ineffectiveness of signs alone in preventing vehicle access to sensitive areas. Many suggest that physical barriers, like boulders or fencing, would be more effective in protecting the environment from vehicular damage and rubbish dumping.
- **Community engagement and long term vision:** Some responses highlight a willingness to engage with Council on revegetation and express a long term vision for a healthier, more diverse river ecosystem. There's a sense of community investment in seeing tangible improvements in river health and accessibility.
- **Mixed views on accessibility:** While some advocate for completely blocking vehicle access to protect the riverbank, others suggest improving access for recreational use through formal parking areas and safe river access points. This reflects a tension between protecting the environment and promoting community enjoyment of the area.

### QUEENS WHARF, MORPETH

86% (56) of total respondents considered the plans for Queens Wharf, Morpeth. Of these,

- 89% felt neutral through to strong agreement that they were comfortable with the proposed welcome and educational signage and 87% were comfortable with their proposed locations. The proposed location of the message stick received 92% in neutral to strong support.
- 80% felt neutral to strong belief that the proposed educational signage would help the community to understand the long term effects of boating along the riverbank.

37% (24) respondents provided additional feedback for Queens Wharf concept plans and provided a range of comments categorised below:

- **Environmental restoration and management:** There's strong backing for planting more trees along the river, dealing with erosion issues, possibly by limiting boat speeds.
- **Accessibility and inclusivity:** There are suggestions for signage to be placed in spots accessible from disabled parking, and they want pathways to be easy to navigate, especially for those with mobility challenges.
- **Cultural recognition and education:** There is support for the inclusion of the message stick and welcome sign, and more recognition of the history and knowledge of the Wonnarua people. There is support for educational signs, particularly about erosion, but they're not sure about using QR codes for this.
- **Concerns over specific elements:** Some community members aren't sold on the idea of using QR codes for signage and would prefer resources to go towards direct forms of restoration and reinforcement of riverbanks. There are also worries about the impact of boat traffic on erosion, suggesting a need for regulations and possibly infrastructure changes.
- **Engagement and community involvement:** There is a desire for active, community led efforts to manage the river area with suggestions including involving local groups in planting trees and organising events to educate people about river health.
- **General amenities and infrastructure:** Comments also touch on the need for more strategically placed rubbish bins to prevent littering, indicating a broader concern for the overall upkeep and usability of the wharf area.

### THE RIVERBANK IN LORN

Almost 90% (58) of total respondents considered the plans for the riverbank in Lorn. The increased response for this location is consistent with the suburb proximity of some of the highest level of respondents living in Lorn, Bolwarra and Bolwarra Heights.

Respondents showed close to or more than 90% neutral to strong comfort level with the proposed long term landscaping plan – and the current funding applying to stage 1 (86%), the proposed plantings for Lorn riverbank to occur soon as part of the grant (91%) and the proposed locations for educational signage (90%).

Only 77% felt neutral to strong belief that the proposed signage would help the community understand the long term effects of vehicular access along the riverbank.

The analysis of the feedback provided by 50% (33) respondents reflects a mix of concerns about environmental accessibility, infrastructure and financial priorities categorised below:

- **Concerns about erosion control:** Several community members express worries about erosion control measures and the effectiveness of planting trees along the riverbank calling for more extensive vegetation and long term management plans to stabilise the bank.
- **Accessibility and recreational use:** Accessibility for various recreational activities such as kayaking and fishing is highlighted, with requests for improved facilities like dedicated parking areas and kayak launching points. Suggestions for improving the off leash dog area and concerns about traffic safety are also mentioned.
- **Scepticism about signage:** Some residents express doubts about the effectiveness of educational signage in deterring inappropriate behaviours, such as driving vehicles onto the riverbank.
- **Desire for environmental restoration:** There is a shared desire for the restoration of native vegetation and habitats along the riverbank, with suggestions to engage with local Aboriginal Land Council for ecosystem restoration projects.
- **Infrastructure and maintenance:** Community members raise issues regarding infrastructure maintenance, litter management, and the need for adequate seating, bins, and facilities to enhance the usability and cleanliness of the riverbank area.
- **Financial priorities:** Some residents question the allocation of funds, particularly in comparison to other council projects, and emphasise the importance of investing in environmental initiatives like erosion mitigation and tree planting.
- **Concerns about proposed development:** Concerns are raised about potential impacts of proposed developments, such as bike paths, on the integrity of the riverbank and its wildlife.

## GENERAL FEEDBACK

Just 35% (23) of respondents provided general feedback on the Vibrant River Education Program initiative. Comments were mixed regarding the adequacy of current proposals, with some expressing satisfaction and others calling for more robust efforts and a greater focus on riverbank health rather than event or recreation spaces. Feedback has been categorised below.

- **Local preservation and tourism:** Emphasis on prioritising local preservation over state or federal policies, recognising the potential for attracting tourists and enhancing local wealth through effective river management.
- **River health and stabilisation:** Strong desire for riverbank stabilisation measures, including densely planted riparian zones and soft engineering solutions to address erosion, improve water quality, and reduce flood impacts.
- **Community engagement and education:** Calls for better community education on flood risks, flood preparation, and river health, suggesting initiatives such as workshops and educational materials, including learning more about local Aboriginal history.
- **Vegetation and aesthetic enhancement:** Support for revegetation efforts along riverbanks to improve aesthetics, provide shade, and reduce erosion, with a focus on making public spaces more usable and appealing.
- **Concerns about infrastructure and activities:** Concerns were raised about the impact of activities like motorbike riding on levee banks, erosion caused by vehicle incursions, and the potential risks associated with proposed infrastructure projects like bike paths.
- **Diverse opinions:** Mixed opinions regarding the adequacy of current proposals, with some expressing satisfaction and others calling for more robust efforts and a greater focus on riverbank health rather than event spaces.

- **Specific locality concerns:** Specific requests for attention to other areas experiencing significant riverbank damage, such as Luskintyre Bridge, and suggestions for providing amenities for pets along the river.

### SURVEY QUESTION FEEDBACK

LOCATION	SURVEY COMMENTS
Melville Ford	<ul style="list-style-type: none"> <li>• The Melville Ford area could be further enhanced by the inclusion of Riverside revegetation after the new bridge is built. The area has been detrimentally effected by a succession of bridges in the area. The inclusion of revegetation would demonstrate MCC's commitment to not only exclude unauthorised access but also repairing the streambank. HRLN would like engage with MCC to revegetate this area.</li> <li>• Of the 3 areas for Vibrant River Ed, this is the one I am least familiar with as I have only driven the road probably 30 times in the last decade and would not even consider going off road as I don't have 4 wheel drive. However, there are often vehicles down on or near the sand. The human impact by our cultural ancestors to much of HUNTER RIVER water and foreshores by population alone; plus impacts from 'civilization' and European ethno-centric farming or various developments aiming for "" progress"" must be huge. These 3 areas are a very small beginning at just one inland/coastal river - but THE key river for MCC LGA. At locations where access is undesirable I would hope that a future stage would consider key intermittent park and view areas.</li> </ul> <p>I would hope that signage is visible for both directions of traffic; key words for Indigenous acknowledgement plus easy-read colour or background and size for text ; a drive-in aspect for closer perusal where this is safely feasible; a map of HUNTER or other rivers for the catchment of which I am generally ignorant. (Know a few names). Finally, tune in to any grant opportunities via the current United Nations Decade on Ecosystem Restoration 2021-30 which I discovered in recent days."</p> <ul style="list-style-type: none"> <li>• Anyone driving a 4 wheel drive who is determined to drive across the river NOT using the bridge/road is NOT going to stop and read a sign.</li> <li>• Why not place educational signage on both sides of the river.</li> <li>• signage will not stop cars and 4wd driving into the river bed and dumping rubbish. cement blocks should be left in place as it has proven it works well. safety armor guard rails would solve the problem too. signs will be vandalised and run over. waste of money. your singe is in strong flood waters on Aberglasslyn side will be destroyed by the water current or logs hitting it.</li> <li>• Sadly, people either do not read, or ignore educational signage. Preventing access as well as the signage is the only sure way to stop further damage</li> <li>• Blocking vehicle access to the river will be good. The sign is a start with the funding you have, I would like it to directly say how poor the water quality is in Maitland because of the extensive grazing to the river and lack of bush in the riparian zone, rather than sugar coat the situation. I am looking forward to seeing the wider scope for revegetating the river, and am hoping to see a much healthier, more diverse and naturally beautiful river running through Maitland in my lifetime.</li> </ul> <p>Hale et al 2018: One of the most important roles that riparian zones play is to regulate the transfer of nutrients and sediments into waterways (Likens et al., 1970), reducing the risk of eutrophication and biodiversity loss in aquatic environments (Naiman et al., 2005). This is especially important in highly modified agricultural landscapes where riparian vegetation is often in poor condition, and nutrient inputs,</p>

as well as rates of erosion and surface water runoff, are typically high (Lovett and Price, 1999)."

- You will always have some people ignoring information signs. The suggestion I will contribute is to locate a concealed camera/s if the signs prove inadequate.
- Educational signs seem like a waste of time. Fence off the access to the river or open it up and encourage access with a carpark like the Hunter Valley Beach at Muswellbrook.
- If vehicle access will soon be prevented, won't the signs shortly become redundant?
- Signs will do nothing as there are people in the community who honestly do not give a rats and will disobey any signs what so ever. It would be better to close off access
- How will the signage be effected by floods? Will it be flood proof, or will it need to be replaced?
- The people that drive there do it for fun and don't care about the damage it does. The signs will do nothing and likely be destroyed within days of being installed
- Signage is not bad and might help, but will it actually change behaviours here. Can council enforce rules, have broader education campaigns and more vegetation and soft bank stabilisation (I.e. using natural products like jute mesh, rocks etc not concrete)? Can council work with land care groups or other volunteer groups to revegetate river banks, and local Aboriginal stakeholders to run revegetation programs? Lots of opportunity here for our rivers and creeks, understanding funding is the limiting factor here.
- People accessing the river bank appear to be undeterred by any measures taken to date and obviously feel entitled to access. It is shameful that they even feel entitled to access the river through well signposted private property. I don't know how the proposed upgrade will permanently prevent access? Have any detailed plans been made public? Perhaps remote cameras could be used for enforcement?

Having said all that, looking forward to the upgrade to the crossing in terms of less closures during high water periods."

- Physical barriers are the only thing in Maitland that will keep drivers and their vehicles out of areas that need protection... a difficult thing to do in a floodway.
- The 4wd people who access the river have no regard to their impact. This is evidenced by them avoiding the current blockades in place and driving round d them, causing further erosion and destruction of the banks. As well as them leaving litter, or having easy access to dump hard rubbish. Signs will Do nothing, just as the signs on fly tipping have done nothing. The only way to stop them is proper barriers, and this will tackle the problems of 4wd erosion, fly tipping and cars being burnt out down there. The last two causing considerable environmental damage. I would love you to put steel cable fencing in place, so that horses can still access the river, walking over the steel cables. I live just up the road from Melville Ford and witness the destruction from car access every day. The ongoing problem just makes others think they can do the same. Please fence it off, leave some car parking area, otherwise people will park on the road and block traffic, and please please do it in a way so that we can still get our horses down there!
- This is my home! For years, wait - decades, members of our community have pleaded with council to stop vehicles accessing the river. I think it 2006 Council did works around the bridge making an accessway for vehicles and since then it has been viewed as an invitation for urban 4WDers to make a mess of the river. At that time we went to the media as Council had us on ignore. There were dead fish from

the truckloads of rubbish dumped on the river bed. We for years organised cleanup days, there were parts of the river that were putrid.

I overlay old maps and plan over google earth to recreate Maitland from its settlement in 1818, showing the changes in the river including the manmade changes. I have a drone and have been monitoring the river near me after flooding. I think the river is trying to change its path. I do not have river frontage but my neighbour does and he is losing a lot of land every fresh.

I was part of the Greening Plan committee, around that time a large sum of money was spend on growing trees on our side of the river. It was never going to work and didn't.

On the sign you are proposing on the bend of the Melville approach to the river. It is people coming from the Aberglasslyn direction to the bridge that are the problem. They will not see a sign in this location and would ignore it anyway. The other will be seen by people to stop to have lunch under the old fig tree or who are too busy burning stolen cars.

I could go on..... NAME NUMBER (omitted)

- It is a beautiful spot that is ruined by people coming onto the riverbank in their 4wd. I think there needs to be more parking if you want to encourage people to use the area for recreation.
- This seems like a wasted opportunity to make the most of this area.
- I think some weed management and revegetation would be helpful."
- i dont have any.
- no thank you
- put a sign at the intersection of the two roads so both roads can see it
- no
- I think the proposed plan for Melville Ford is just absolutely wonderful.
- Maybe have the road higher up to avoid flood waters.
- I think that more than installing signage can be done while supporting access to the area for recreation.
  - 1) formalising car parking on the southern side of the bridge.
  - 2) providing safe access to river"
- The signs are ok however most people will not read them. Temporary fencing will also help to stop people accessing the site now. Fencing could also include fallen trees placed in the way to prevent cars accessing the river bank. More needs to be done, re vegetation in particular is vital to support the river bank.
- Signage isn't enough you need to physically stop vehicles from accessing the riverbanks
- More needs to be done to stop the erosion of the bank. Including getting ecologists involved and mass planting locally native species. Encouraging grasslands and re-geberating land to pre colonisation PCT standards.
- The more difficult the access the better. Even to the point of prohibiting vehicles .
- Why is there a need for signage if there's no longer vehicle access to the river? If there remains potential access that will lead to erosion, then perhaps physical barriers are still needed.
- I think barriers to prevent FWD from accessing the area would be beneficial until there has been rehabilitative works done to the river bank at Melville.

	<ul style="list-style-type: none"> <li>• People need to be reminded that rivers by their very nature are prone to change but extreme change from flooding events can be mitigated as provided in the plan. 4WD towing vehicles are heavy &amp; not only destroy the bio life below but add pollutants to a river from run off. Has Council provided boat entry elsewhere that is more sustainable? Expect violations if not addressed. There will always be those who have a sense of entitlement and say 'bugger' the environment :- ( Good luck with plan 🙌🐸</li> <li>• Good idea</li> <li>• Council needs to heed its own advice, especially with their proposal of installing a bike path along said river bank. The path would not only fail due to the alluvial soil, and the erosion, it would exacerbate the problem and endanger the banks integrity the wildlife.</li> <li>• People who drive 4wd in this location won't read signs.</li> </ul>
Queens Wharf, Morpeth	<ul style="list-style-type: none"> <li>• The Queens wharf area could be further enhanced by the inclusion of Riverside revegetation after the new bridge is built. The inclusion of revegetation would demonstrate MCC's commitment to not only discourage negative behaviours but also repairing the streambank. HRLN would like engage with MCC to revegetate this area.</li> <li>• I am more familiar with this site on a weekly or more frequent basis. The intent of welcome and education is great, but I don't understand exactly what QR game sign means. QR yes. What games? It is also good to see proposed shade trees. Are there native deciduous trees? Local to this area or acceptable/preferred by the Mindaribba LALC?</li> </ul> <p>Please consider making the signage locations accessible to those who would require use of the pathway from a disabled parking spot and have placement where someone does not have to go through grass, gravel or unpaved surfacing to be included as a reader of the signage. Also, I wonder if one of the 3 main sides of the pathway triangle around the message stick etc could even have an avenue of smaller trees or suitable shrubs to shade one stretch of pathway. Like a colonnade - ultimately with ad hoc seating. The street trees along Wirraway St Thornton appear suitable in that the branches start partway up the trunk and hence allow visibility; yet have good but not too tall foliage? I have no idea what tree this is. Signage could also indicate the walkway along the riverbank to Illalaung Park, then under the bridge and to Robert St and the old Morpeth train Station buildings. Also, there is no accessible pathway at that park from Swan street to a closer view of the river at the top of steps that lead down to the riverside walk - nor to any of the seating areas in that park. Again, difficult for some to consider access via uneven - even pot-holed - dangerous spongy grass.</p> <ul style="list-style-type: none"> <li>• Would speed limits for boats on the river help reduce erosion from boat wash? Until trees are well established along the riverbank, do you need to restrict access or the number of boats using this stretch of the river?</li> <li>• Is boating the underlying cause of the erosion, or extensive grazing and the lack of trees and native vegetation along the river banks? I agree the more people that understand what the river could be, the better; a sanctuary for animals, a naturally beautiful place to boat, kayak and walk along, a huge natural asset for Maitland that's a gold standard of riparian revegetation.</li> <li>• I will repeat my comment that I made in relation to Melville Ford.</li> <li>• QR code signage seems silly. People are not coming to Queens Wharf to play games. They are going to get in their boats.</li> </ul>

I rather doubt the boating community will care about the long term effects of riverbank erosion. It will be assumed that flooding Maitland has endured has caused much more erosion.

Proposed shade trees are a waste of time. Plant more or don't bother.

- I would prefer the tree planting be funded first, as tree planting will clearly be of benefit, whereas the educational signage will only be of benefit to the extent it is used.
- Once again.. signs will contribute to nothing as people will ignore the signs. Money would be better spent in reinforcing the banks.
- Educational Signage about erosion is more critical than providing signage about the history of the area. There are other signs within Morpeth that provide the history of the river. If funds are short due to the limited amount from the grant, then council should utilise the funds on the educational signage to inform the community of the erosion issues through the use of the boat ramp.
- Personally I just think we should be encouraging people to stay off their phones when there are opportunities to enjoy nature, so I don't particularly like the use of the QR code. It means rather than it being a shared experience of learning knowledge, it becomes an individual experience. We should be looking for ways to help people connect around this type of messaging.
- Jet skis drag racing between morpeth and MAITLAND is a regular occurrence but the biggest damage to the riverbanks is the amount of carp that are eating the roots off the trees that have stood the test of time for over 50years.
- Shade tree location should not block off vehicle access to river paddocks to the east. Essential in floods to have quick emergency access along the length of riverbank between Queens wharf and Morpeth bridge.
- No issues with signage. Trees and vegetation here are only for shade. Is there opportunity to revegetate the river banks around here, including in some of the farm land. Some the banks along here are terribly bare, vegetation and education with farmers here would be very beneficial.
- Hi, it's NAME (Omitted) from Morpeth Riverbank Collective/OzFish Hunter Chapter here. I think it's so important to have more recognition of Wonnarua people and their history and knowledge, so I really affirm Council taking this step and I hope there will be much more. I've spent about 80 hours by the Morpeth riverbank in 2023, and I estimate that 70% of the boats and jet skis I have seen are doing more, some much more, than the 4 knot speed limit. I think that it would be good to have free brekkie BBQs early some Sat/Sun mornings to meet and connect with the people using the ramps, and work on those educational conversations about river health. Perhaps MCC and OzFish (and Dept of Fisheries? Dept of Soil Conservation?) could do this kind of thing together? It can be helpful to talk about how erosion impacts fish supply, and also talk about other action being taken to combat erosion other than the boat wash issue to reduce the feeling people might have that they are being targeted. OzFish do things at their events like collect old yabby traps & crab pots (in exchange for free lures) and install bins for fishing equipment waste etc.
- Only three actions combined will repair and rejuvenate the riverbank along the popularly used section of the river at Morpeth.  
The removal of weeds and invasive species, with appropriate native and shade tree revegetation is a better use of money in tackling erosion...  
But only when combined with fewer but more prominent signage educating people about the causes and effects of erosion.

	<p>These actions and policies together, along with better regulation, policing and the encouragement of reporting poor boating behaviours are the only things that will change people's practices and help prevent and restore the river bank in these locations.</p> <ul style="list-style-type: none"> <li>• no thank you.</li> <li>• actually add educational signage</li> <li>• no</li> <li>• Please plant more shade trees.</li> <li>• More needs to be done to stop the erosion of the bank. Including getting ecologists involved and mass planting locally native species. Encouraging grasslands and re-gerberating land to pre colonisation PCT standards.</li> <li>• I support the educational signage and message stick placement, but the core issue appears to be river bank damage caused by boats. Perhaps limited 'wharf' construction is needed to allow boat access without causing damage.</li> <li>• Great for the community</li> <li>• What that place needs is better placed rubbish bins. Please place another bin next to the fish washing table. The closet bin is 70m from the jetty. Everyday I see people leave rubbish behind which ends up in the water of course. Usually I see people making piles of rubbish with the intent to put it in the bin on their way out but the wind either gets it or they forget and leave it behind.</li> </ul> <p>While you are thinking about signs can you place a sign up that says "Don't destroy what you came to enjoy, put your litter in the bin"</p> <ul style="list-style-type: none"> <li>• Council needs to heed its own advice, especially with their proposal of installing a bike path along said river bank. The path would not only fail due to the alluvial soil, and the erosion, it would exacerbate the problem and endanger the banks integrity the wildlife.</li> </ul>
Lorn riverbank	<ul style="list-style-type: none"> <li>• The Hunter Regional Landcare Network (HRLN) through Peter Wilson (as a MCC resident) has submitted a proposal related to the the proposed Lorn plantings and MCC's proposed Environmental Strategy Wildlife corridors plan. This will be delivered to MCC on the 26/03/2024.</li> <li>• I am familiar with this area and CBD environs on a weekly or more frequent basis. Given that on the basis of hearsay widely stated, that it is not advised to plant trees on the levee for its protection, I would hope this is well researched and carefully planned by the landscapers. Will the signage be easily accessible to pause and see? Why is the proposed parking at such a distance from the event area - or will there be a covered 'drop-off' arrangement for the event area? Is a multi-level parking AND multi-use or viewing amenity a consideration given events on both sides of the river nearby. Are there pathways proposed for those who use mobility scooters or wheelie walker aides? As well as for pedestrians. What recreational water usage is proposed given small boating events in recent years? Are there fish the river including the 3 restoration areas currently in this Stage 1 program.</li> <li>• A moron determined to drive somewhere they shouldn't isn't going to be put off by a sign which they would probably struggle to read.</li> <li>• More information is required on how the plantings highlighted will assist in aiding erosion control. What became of the plan aired several years ago in relation to this whole area.</li> </ul>

- Similar to above, the sign and planting is a start, heaps more planting and strong leadership on a whole of river revegetation plan would be better. I am anticipating the wider plans for the river and hope it improves dramatically in my lifetime.
  - I am 72 years of age and regularly paddle my kayaks on the Hunter River. Unfortunately, the latest developments, and those that are proposed make it difficult to get my craft near to the river to launch. and if I do get there, then it is extremely difficult to actually launch the craft. If there was a place to park the craft and leave them on site, it would be a lot easier for me, and for the other current and potential users. It would be great to see races in the River on a Sunday afternoon to enliven and broaden the use of our River. There are plenty of other councils providing similar and non-expensive facilities, such that I am proposing. One of the conditions is that when floods are proposed, it is up to the owners of the rafts to get them out of these facilities in a reasonable time frame.
  - Same as the other two sites.
  - action needs to be taken so this is a good first step. Can the future plans include some sports area and playground.
  - This seems like a lame excuse for a park. Either institute proper flood mitigation works like on the other side of the river, or wait until the riverbank starts eroding the levee on the Lorn side. I recommend blocking access to the river bank for all vehicles, or more parking as a better solution than planting a bunch of trees that will probably wash away in the next flood. Educational signage is a waste of time. People driving vehicles next to the riverbank will not get out of their car to read.
  - Would physically preventing vehicular access (via bollards etc) be more effective than signage? Will education actually change the behaviour of those who seek vehicular access to the riverbank?
  - As stated... sign will do nothing.
  - What a total waste of time effort and money. The area in question is not subjected to river flow as it is on the inside of the river bend and if the river is in flood, it will take out the planted trees .At one stage, trees were forbidden along river banks as they created more erosion with swift flowing rivers.The river in flood ,takes no prisoners. Remember the concrete path that was there, it was completely washed away.
  - It would be interesting here to recreate a section of the riverbank in terms of vegetation as it would have been prior to settlement. I wonder if there are opportunities to engage with our LALC to encourage a partnership here to help locals and visitors to understand the riverbank ecosystem and how it has changed. Is it possible to replant cedar and other varieties that the Hunter River bank is well known for? Whilst starting small, this could prove to be a great long term project for locals with the LALC, to learn about the rivier pre-colonisation in a prominent and loved location.
  - I think this will be a big improvement, but I wonder if it truly addresses the bank erosion risks. Are there any plans to revegetate along the river bank itself? It looks like it will definitely improve the site amenity.
  - The high flow sections of the river should be directed to the centre of the river and away from the banks using rock vanes structures that point upstream. These have proven to be very effective in the USA and negate the need for heavy engineered concrete structures to prevent bank erosion. Look at the work John McCullah has done there. He is a CPESC in the USA that has visited Australia many times.
- <https://dirttime.tv/about-john/>

- There are currently more trees growing along the riverbank closer to the foreshore/beach area of the river.  
Has any research been conducted to investigate any benefits to maintain and improving vegetation along this stretch of the river in the mid term with a view to long term management of the river and river flow speeds during flood?  
If not, I believe it will be if benefits to conduct such research in order to help determine a longer term plan of management for the Lorn/High Street section of river and Levee Banks.
- The area you propose it historically the original path of the Hunter River and it will flood again. That must be taken into consideration when spending public funds that may well be washed away.
- no thank you.
- no
- More planting and re-vegetation needs to occur, not enough to stabilise the bank and ensure future floods won't simply wash away anything that is built within this entire area. The pathway is unclear, is it in the whole area and where does it actually go to? ?
- Signage isn't enough you need to physically stop vehicles from accessing the riverbanks
- We need signs to remind the recreational fishermen how to dispose of their catches.  
There are dead stinking decomposing fish left along the Lorn riverbank constantly
- I live near here, and the car park has limited, but not stopped idiots driving on the river bank in four wheel drives. Signage for 'education' on why you shouldn't tear up the river bank will be ignored by these morons. The fence is broken and I have reported it
- Is there a long term plan for the riverbank all along the river at Lorn to be an off leash dog park? It is currently used as such by many canines even though the current off leash area is supposed to be by the bridge. The Lorn Canine Society and other dogs walkers would like the entire river bank at this location to become an off leash zone.
- I am very pleased there is action being taken and congratulate Council.  
However, I do have SIGNIFICANT CONCERNS about any development that involves Bowden St. This street, especially the 3 way intersection at the Avenue and The Esplanade is already very dangerous with limited visibility for vehicles. The corner with Lorn St also has risks with cars cutting the corner as they turn from Lorn St into Bowden St. The risk is increased by cars parking on Bowden St near these corners. The risks are also increased by the current access road to the Riverbank car park coming off the intersection with The Avenue, The Esplanade and Bowden St. With increasing traffic through Lorn in recent years, especially at peak times there is more traffic using Bowden St as a "short cut" to get around the traffic jam on Belmore Rd coming into Maitland from Bolwarra etc. This is causing further risks on Bowden St.  
In summary I think the current traffic situation on Bowden St and its intersections is already dangerous and needs addressing. If there was to be more traffic (pedestrian and vehicle) using that road to access more parking, more recreation space etc on the Riverbank the current issues will just be increased.  
I'm sorry I don't have any great solutions as I am thinking there is limited potential to put parking entry anywhere other than off Bowden St or its intersections somewhere. I do wonder if making Bowden one way (Lorn St to The Avenue) could

	<p>at least help a bit with safety. Maybe some parking restrictions on Bowden St would make it a safer also. Also careful thought about safest way for pedestrian access into the area off Bowden St with increased pedestrian (families, kids etc) use as the Riverbank area develops.</p> <p>I look forward to seeing progress and again say I am very glad to see some action being taken.</p> <ul style="list-style-type: none"><li>• More needs to be done to stop the erosion of the bank. Including getting ecologists involved and mass planting locally native species. Encouraging grasslands and re-geberating land to pre colonisation PCT standards.</li><li>• I think the Paddock and Parking area to the east could be more heavily vegetated especially as it is on the inside of a meander where velocity would be higher.</li><li>• Except for unauthorised vehicles accessing the reserve from private property ( which happens due the broken private fencing) there no access since the car park and barriers were erected a couple of years ago. The latter initiative has markedly improved the utility of the reserve.</li></ul> <p>Perhaps there could be additional seating placed through the reserve(?).</p> <p>It would be good to have a litter bin returned to the new car park and placed in a visible position. The previous litter bin was removed to the top of the Avenue roadway, 50 metres away and out of sight, to allow larger refuge trucks to access it. However the change has not worked and routinely rubbish is dumped on the ground in the car park waiting for 'volunteers' to pick it up. Council has to empty other litter bins in the LGA with smaller vehicles where larger refuge trucks can or access, so why not here?</p> <ul style="list-style-type: none"><li>• As a newbie to the area, I would have thought the Lorn Riverbank was a high priority given its potential as a community entertainment venue. which I saw on New Year's Eve.Maitland Council shouldn't be strapped for funds given the extensive Legoland development of heat sinks it it has approved. Surely this environmental give back in planting tree stock &amp; installing erosion mitigation is a drop in the bucket????</li><li>• I have lived in lawn, all my life fished in the river, all my life. I'm 62 years old, and it hasn't changed that much.</li><li>• Council needs to heed its own advice, especially with their proposal of installing a bike path along said river bank. The path would not only fail due to the alluvial soil, and the erosion, it would exacerbate the problem and endanger the banks integrity the wildlife.</li><li>• Please ensure appropriate native plants! And more is better! So bare along the riverbank on boths sides near the bridge</li><li>• Where can I bring our dogs for swim? There is not enough off leash or on leash dog parks anywhere in Maitland area. !!!</li></ul> <p>Avoid fisheries there they leave all rubbish there including dead fish, fishing lines etc</p>
General	<ul style="list-style-type: none"><li>• Please do not hide behind State or Federal policies for better decisions or advocacy for river protections and restoration against unsuitable developments, whatever the weight of other needs or history. You represent this locality and its preservations for local citizenry which if done well will naturally bring internal or external tourists, wealth or population.</li></ul> <p>Many thanks. We have lived and worked close to a number of rivers and their tributaries. Brisbane, Petrie, Logan, Mary Rivers Q; Ord and Swan Rivers in WA; Parramatta, Georges, Murray, Macquarie, Darling and Talbragar Rivers NSW. Family members live in each of the MCC LGA wards and collectively have a broad if</p>

sometimes fleeting familiarity with other Australian rivers or estuary. Many keen travelers, campers and fishers including Yarra Valley Vic, Tamar and Derwent Tas, Torrens and Murray SA

- put signs up with fines for cars entering river bed . and have council rangers patrol it. with revenue put back to beautifying melville ford.
- Looking forward to seeing a lot more of this initiative through strong leadership and direction from the Mayor, Councilors, Council leadership team and the GM. The river is instrumental for Maitland's brand and health, and it needs a lot of attention. Obviously an effective densely planted riparian zone would have many flow on benefits for the community including access to nature (Walka to Morpeth shared pathway along the river is a great start), habitat, improve the water quality, reduce heat in the LGA, reduce maintenance costs less mowing, and decrease negative impacts of smaller floods.
- I realise the funding is limited and understand that river bank erosion is a huge problem. In a perfect world it would be good to see the method used by Peter Andrews to repair the damage that occurred to Gerry Harvey's property on the Pages River some years ago implemented. He also used the same method on his own property (Tarwon Park in the same area) with great effect. Like a lot of other rivers along our coast the problem is huge and would take an equally huge amount of money to repair the damage to their riverbanks. I appreciate the effort the council is making and the ability to have input to the problem. Cheers Mike Kennedy
- Signage is a waste of time. No one will bother to read signs with tiny text or signs that will be damaged by bad weather, like those already on the Maitland River Walk. Limiting access to the riverbank using fences or bollards is the best way to stop people in vehicles causing more erosion.
- In Lorn, I would put the money to better use.
- Whilst this initiative is great and reminds the community about protecting the river from erosion, there perhaps could be signage on the levee side of the river which has a higher rate of traffic than the Lorn side of the river. In order to create a resilient community, particularly with resilience to flooding events, the community need to be better educated on the risks of floods that the Hunter River imposes. Levee Banks can fail. And although not directly related to this initiative, there perhaps could be an initiative that council provides educational workshops or promotes the flood preparation, such as pamphlets to the community on having a flood plan and what to do if a flood event happens. We are or have been one of the fastest growing communities in the state and with the explosion in population, people need to be prepared for the risk of flood.
- This is definitely a start and I'm hopeful this will have a positive impact. There is lots of opportunity along the whole river and creeks system to better stabilise the banks and use native vegetation and soft engineering solutions, whether that be council or private land holders. And more engagement with local Aboriginal people and telling of their history and stories will be very welcomed.
- I grew up in Lake Macquarie and over the course of my lifetime I have watched the impact of Council programs vastly improve the water quality, habitat and recreation access. I know that rivers are different to lakes, but I do believe that if we work together we can learn what we can be doing to help the river return to a healthier, better functioning waterway. And giving leadership to local Aboriginal people is a really important part of that. Maybe Maitland could be home to an Indigenous Centre for River Health?
- I am happy for you to contact me on NUMBER (omitted). Please do!

- I am no expert in erosion, revegetation, fluvial systems, river science or the like, however I would love to see further revegetation along the Hunter River (including along the proposed Belmore Bridge to Walka bike track). I feel this would have significant benefits to not only the aesthetic appeal of the space, but also shade for users, and potential benefit in the reduction of erosion. A green canopy would make the public spaces along the rivers edge more usable, especially to those more sensitive to the heat (e.g older people).
- no thank you darling.
- Nah, sounds pretty good from what i have read.
- no
- The entire river bank from East Maitland to Maitland needs stabilising help. From a tourism point of view it looks uncared for and still flood effected from 2022 (Two Years ago).
- Why can't the lorn side of the Hunter river be protected from erosion with rocks like the Maitland side?
- I know it is not part of this proposal, but there are people (young kids mainly) that ride motorbikes on the levee bank on the Horseshoe Bend side which gouges out ruts in the levee. And is dangerous to pedestrians as they do not give way or take care  
  
And, the gate near the bridge at Luskintyre doesn't appear to be locked anymore and people have been driving onto the riverbank at Luskintyre as well.
- More needs to be done. Less of a focus of events areas and more of a focus on the actual health of the riverbank. There is a place for events lands and I don't believe a dieing riverbank is that. Be the leading example of what a council can achieve if they actually cared.
- I believe the use of this grant is incredibly half hearted and could be utilised alot better. Current planting areas in other parts of Maitland LGA have been left neglected proving it is more for show that. Actual care. I would love to be proved wrong.
- As a property owner upstream of all these proposals I'm wondering why Luskintyre Bridge area has not been included. The riverbank damage and vehicle incursions in this area are significant . I'd also like to see property owners along the Hunter offered trees for revegetation purposes to replace those lost in most recent multiple flood events.
- Some very good initiatives here, but perhaps be sure to address the specific reasons for the individual projects I.e. signage will have limited impact on human nature.
- It'll help keep it nice for future generations
- Council needs to heed its own advice, especially with their proposal of installing a bike path along said river bank. The path would not only fail due to the alluvial soil, and the erosion, it would exacerbate the problem and endanger the banks integrity the wildlife.
- Please think of Dogs where they can go & have a play with fur friends at river.

OTHER ENGAGEMENT FEEDBACK

Three Facebook posts were scheduled during the engagement period, with 41 comments submitted (comments are outlined in the table below).

Comments are general and ideological about all river maintenance and erosion, but overall support the survey results, indicating that there is a high level of concern regarding the erosion of the river and the need to see improvements in river health. Feedback is summarised below.

- Concerns about erosion and the need for effective bank stabilization methods, such as sheet piling and rock vanes.
- Advocacy for tree preservation and planting native species to combat erosion and enhance the riverbank's stability.
- Suggestions for flood mitigation measures, including concrete wall slabs and diverting water inland for hydrodam creation.
- Calls for environmental conservation, including restrictions on jet skis and vehicle access to riverbanks, and the promotion of native vegetation.
- Critiques of past tree planting efforts and proposals for alternative solutions like dredging and planting mangroves.
- Discussion on maintenance of public areas along the riverbank and concerns about safety and cleanliness.
- Debates around the use of materials like tires for erosion control, with some advocating for local rock usage instead.
- Discussions on future energy and water needs, highlighting the importance of sustainable development and investing in infrastructure.

FACEBOOK COMMENTS

Date	FACEBOOK COMMENTS
<a href="#">28 February</a>	<ul style="list-style-type: none"><li>• Banks need to be sheetpiled.</li><li>• Has been going on for a very long time. I watched the beautiful Willow Trees removed from the banks of Maitland/lorn. We fought against it and sadly lost the battle. Look at the erosion now 😞😞😞</li><li>• Plant more trees, instead of removing them. We had 5 pine trees removed on the Lorn side of the riverbank. The bank fell into the water and now we have a sand bar which reaches almost to the Maitland side. This has restricted the river flow and now all we have is Carp.</li><li>• Concrete wall slabs along the sides that are mainly use eg. along boat ramps and Jetty's it's something the should withhold the strength of floods</li><li>• Renee Suzanne McLean @ri</li><li>• John McCullah from the USA is a CEPSC that has done a lot of river restoration. Council could do worse than have a look at his solutions and implement them here. Most notably using rock vanes to assist in channeling high flows away from the banks and back to the middle of the river.</li><li>• NO more jet skis</li><li>• put some more seats down there🚰</li><li>• Get rid of the Willows as part of a re-gen prog whilst introducing natives. My understanding is they are not native , don't work to hold the banks in floods. See what happened in Belingen, they lost a lot of land almost a third of their golf course,</li></ul>

and have had a great re-gen river bank. experience. No need to reinvent the wheel , check on the experience of others.

- NAME while it's true that willows are not native there is quite a lot of evidence to show that willows do in fact assist in bank stabilisation. Removing established trees would further impact erosion. I think we would all love to see our rivers and creeks restored with indigenous plants only, but, perhaps at this stage we need to consider that the time it would take for replacement trees to grow to maturity is time we don't have!
- Divert the water back in land and make a hydrodam
- Not putting a bike path from Belmore to Walka would be a good start!....
  - Stick to figure skating Chaz 😊
- Fence stock off
- Stop the land clearing permits
- 1-stop livestock being allowed into the riparian zone, which are trampling the banks and vegetation. 🐄🐑🐮 Lorn is a classic example, where major erosion is threatening the integrity of the Belmore Bridge and downstream that of the third crossing. 2-stop over-development of the catchment areas feeding into the river without adequate detention and retention basins. 🏠🏠🏠 3-regenerate the creeks and riverbanks 🌳🌳🌳 4-restrict vehicle access to river banks. 🚗🚗🚗 all compact the banks, result in litter and cumulative impact is negative.

[6 March](#)

- Speed boats can cause a few problems in that regard.
- Tree planting hasn't worked very well at Lorn in the past. The last high level water we had wiped out nearly all the trees at water level across from the Levee. Maybe some dredging as the floor of the river has risen in many parts. I have seen people walking around the middle of the river at Maitland and Morpeth.
- The Lorn reserve along the river where all dogs come and play in unleash area. Question is to ask how often does the council to do the maintenance on the lawn ? The grasses & grass seeds are above ankle feet. It is uncomfortable to walk thru long grasses because any objects left lying around ie broken glass of beer bottles, snakes, dead fish mostly left on the embankment at the River, rubbish etc
- A river's banks are eroding? That's a bit weird, right?
- Can't use free recyclable materials? ie. Tyres
- I believe as of a few years ago tyres can no longer be used in water as the chemicals leach into the water
- Where do you think the rubber goes from our tyres on the road? Storm water drains which go the river and than the sea anyway, no difference
- yes I'm aware, I believe tens of thousands of tires were used in Sydney harbour to boost the fish habitat and it actually ended up killing the fish and doing more harm then good
- That's salt water, The Hunter River is fresh water
- yes I'm aware, but I'm pretty sure I'm all bodies of water it can't be used now
- okay, Well do you have any suggestions?
- local rocks🪨 plant short mangrove in the rocks to hold the river bank base together and then plant large trees along the rest that will match the current landscape and that will be able to hold on with future floods

	<ul style="list-style-type: none"><li>• Or divert it and capture the fresh water for a hydrodam since we're shutting down the power station so we'll need more electricity for the growing population and water for farming since we'll have less money from mining coal to buy food from overseas and it makes sense to invest in ourselves and our future, cause these boomers don't give rats behind. They'll all be gone in 30 years, we need Power, Fresh water and Food</li></ul>
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## 7. APPENDIX

- 1.1. [Engagement Plan](#) (link only)
- 1.2. [Social Pinpoint webpage](#) (link only)
- 1.3. [Social Pinpoint survey report](#) (provided)
- 1.4. [Social Pinpoint individual responses](#) (provided)
- 1.5. [Media report](#) (provided)
- 1.6. [Facebook comments](#) (provided)
- 1.7. Links (only) to raw data
  - 1.7.1. [Social Pinpoint raw data](#)