

Attachments

Under Separate Cover

16 September 2025

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City Planning

Adoption of Draft Development Control Plan – Mount Vincent Urban Release Area (Lot 141 Dp1225076, 62 Mount Vincent Road East Maitland and Lot 6 Dp855275, 6 Wilton Drive East Maitland)

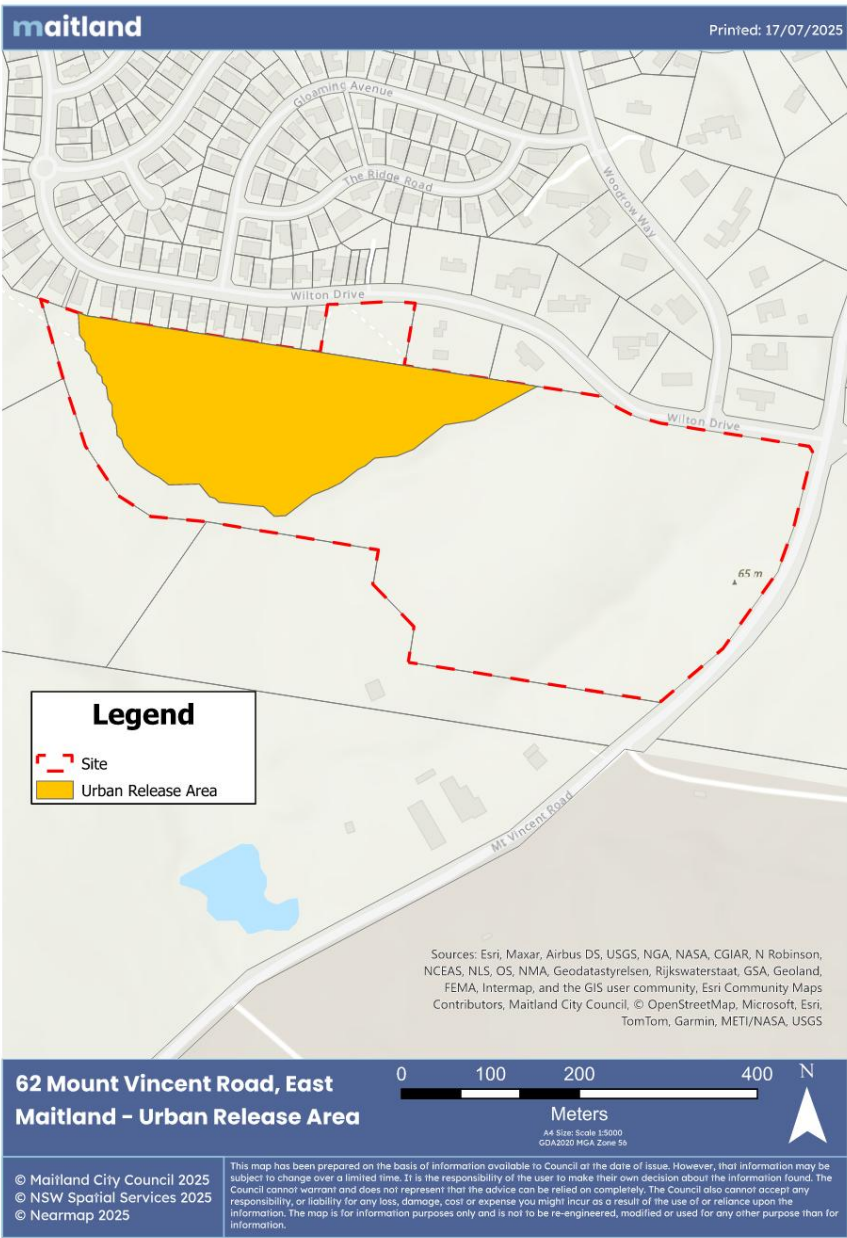
Draft Mount Vincent Road URA DCP for Adoption (Under Separate Cover)

Meeting Date: 16 September 2025

Attachment No: 1

Number of Pages: 22

F.17 – Mount Vincent Urban Release Area



Description

The subject of this DCP is the land currently known as Mount Vincent Road Urban Release Area (Mount Vincent Road URA) and its adjoining lands that formed part of the Planning Proposal for rezoning of land at East Maitland. The Mount Vincent Road URA is bound by Wilton Drive and existing residential homes to the north, rural lands to the south and west, and Mount Vincent Road to the east. The site is 2.5km from the East Maitland Strategic Centre and 3.3km from Lawes Street Shops that form the East Maitland local centre.

The Mount Vincent Road URA will be a modern neighbourhood incorporating urban design principles aligned with Council's strategic objectives. It will serve as an extension to the existing suburban context of the southern areas of East Maitland, interfacing with the transition to Maitland's rural environment. The natural and artificial water flows existing onsite will be reconfigured to meet modern standards, with additional stormwater infrastructure constructed to service the neighbourhood.

Development of the Mount Vincent Road URA will be complemented by a high-quality public domain, which will include new interconnected streets, pedestrian pathways, an active transport link, and a public parkland. The area will also see significant landscaping and bolstering of its biodiversity, with a mixture of trees and vegetation being provided as part of the active transport network and within the C3 Environmental Management zone. Street tree plantings will additionally offer greening and shading of the residential environment.

Land Application

This DCP chapter applies to the land as marked on the Land Application Map in **Figure 1** below. The URA and associated lands have been demarcated separately.

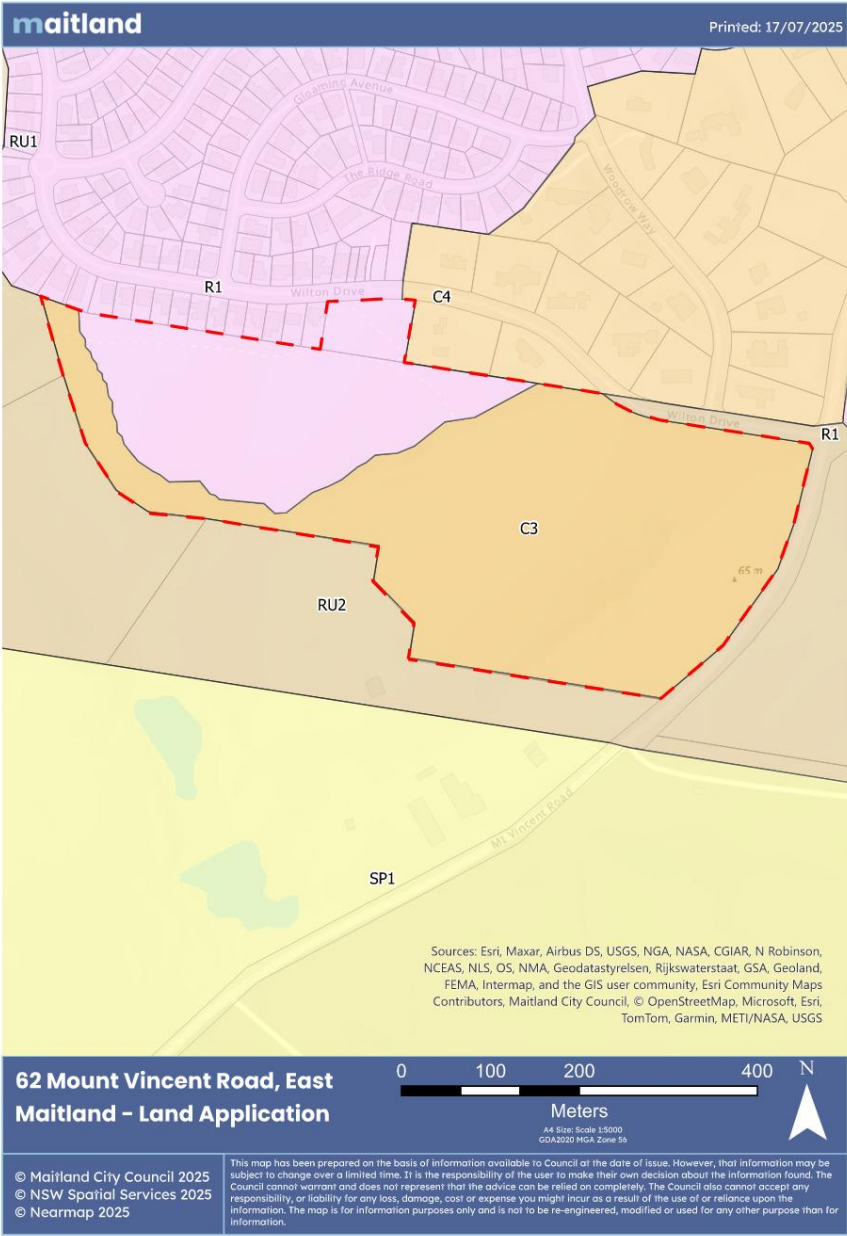


Figure 1. Land Application Map

1. Development Requirements

1.1. Staging Plan

Objectives

1. To provide for the timely and efficient release of urban land, making provision for necessary infrastructure and sequencing.

Development controls

1. Where development is proposed to be constructed in stages, DAs for Subdivision shall include a staged construction plan.
2. Staging for a DA for Subdivision is to generally be in accordance with the Staging Plan in **Figure 2** below:

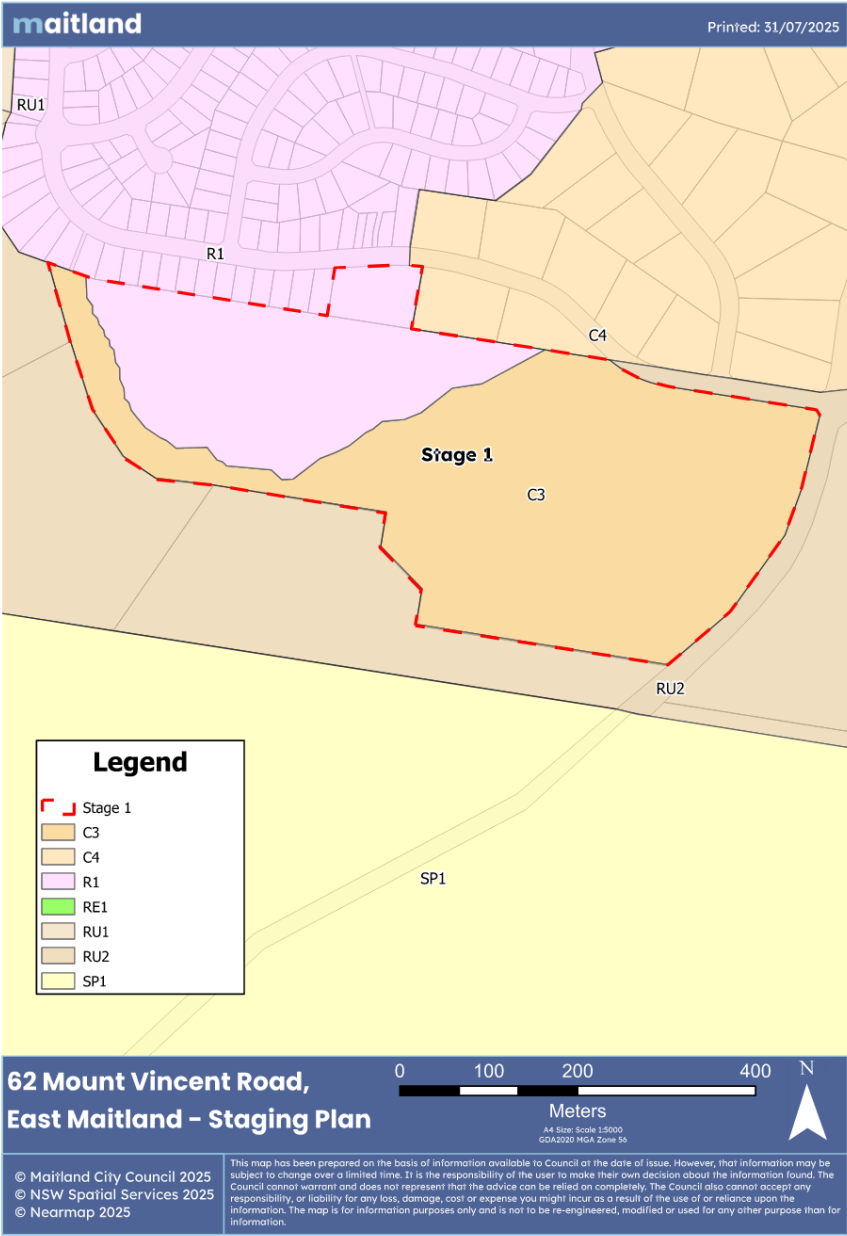


Figure 2. Staging Plan

1.2. Transport Movement Hierarchy

Objectives

1. To ensure effective and multi-modal transport access that is amenable to the local context.
2. To provide multiple accesses to any future subdivision to assist emergency services.
3. To create access generally through an interconnected network of streets and paths which facilitate safe and amenable walking, cycling, and driving experiences.
4. To facilitate development that synergises with public bus service network and provides safe and easy access to these systems.
5. To provide a clear hierarchy of roads and active transport within the local transport network.

Development controls

1. Primary road hierarchy is to be generally consistent with the Area Plan in **Figure 3**, including two (2) access points back to Wilton Drive.
2. The perimeter road and the primary access road indicated in **Figure 3** is to be in compliance with Maitland City Council Manual of Engineering Standards and bushfire requirements.
3. Any development application for subdivisions must ensure that road networks are fully constructed to ensure any future development can be connected into the existing network.
4. No new future lot are to have direct vehicular access to Mount Vincent Road.
5. Shared paths are to be provided in general accordance with the Area Plan provided on **Figure 3**.
6. The shared pathway throughout the site must connect back through to Wilton Drive on the northwestern side of the site as shown in **Figure 3**.
7. Preparation of a Traffic Impact Assessment is to be undertaken to determine capacity at the intersection of Wilton Drive / Mount Vincent Road. The right-turn storage capacity of the intersection is to be revised accordingly to accommodate the development.

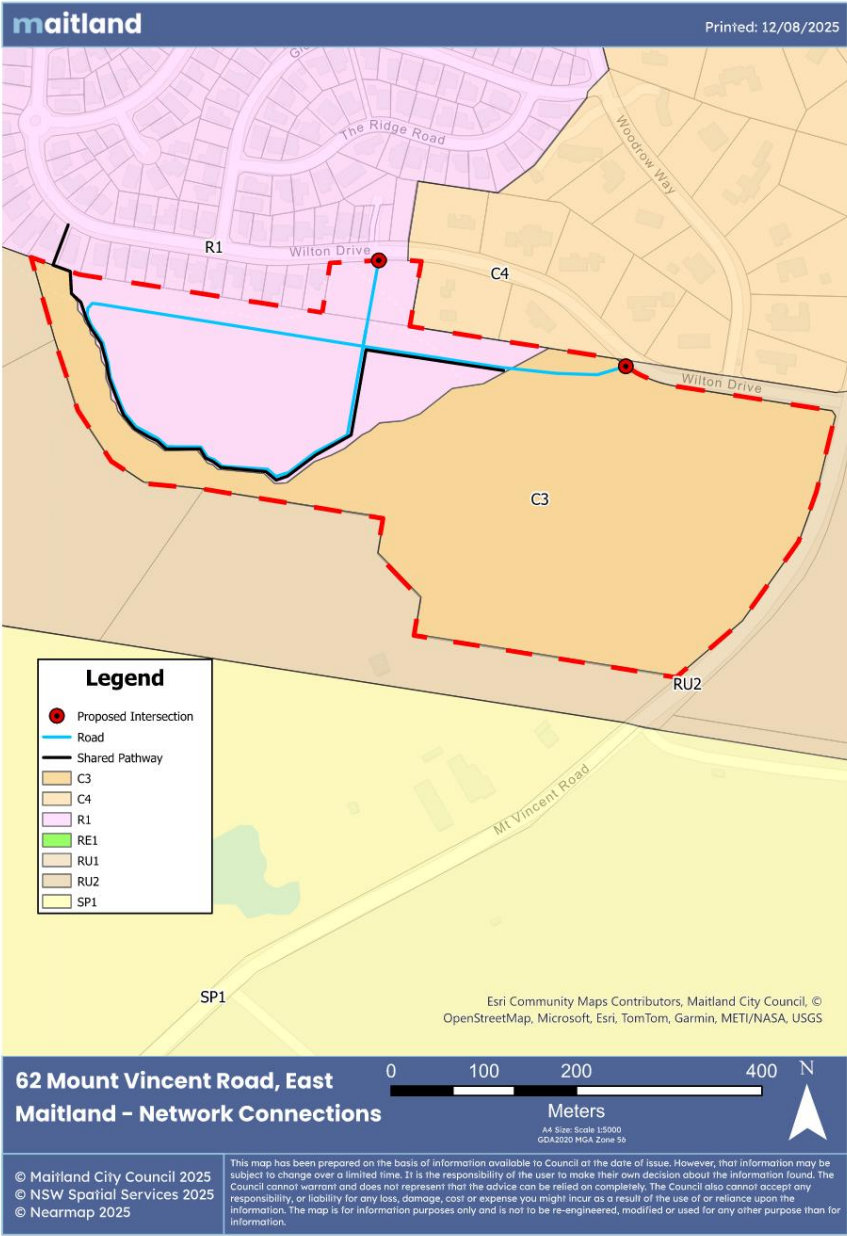


Figure 3. Network Connections

1.3. Overall Landscaping Strategy

Objectives

1. To assist in the new residential precinct in achieving a 30% canopy cover, in alignment with Council's *Environmental Sustainability Strategy 2030*.
2. To continue activation of green space within new greenfield residential areas through the provision of new active transport infrastructure, vegetation planting, and enhanced public domain.

Development controls

1. Subdivision design is to take advantage of views overlooking the surrounding rural lands by orientating streets and public space to capture views.
2. Existing trees and landscape elements which make a positive contribution to the character of the area, especially semimature/mature shade trees, should be retained and integrated into the proposal.
Note: Where removal of a mature shade tree is proposed, this must be accompanied by sufficient justification.

1.4. Passive and Active Recreation Areas

Objectives

1. Neighbourhoods are conveniently located open space areas that offer a range of recreational opportunities for residents, accessible within walking distance from each residence.
2. To provide a safe and appropriate level of pedestrian and cycleway access linking new development with established urban areas, parks and public transport, including a mix of on-road and off-road cycle routes.

Development controls

1. The network of passive and active recreational areas should be provided generally in accordance with **Figure 4**.
2. Development applications for subdivision that include areas of passive and active recreational space are to include detailed designs in the overall landscaping strategy.

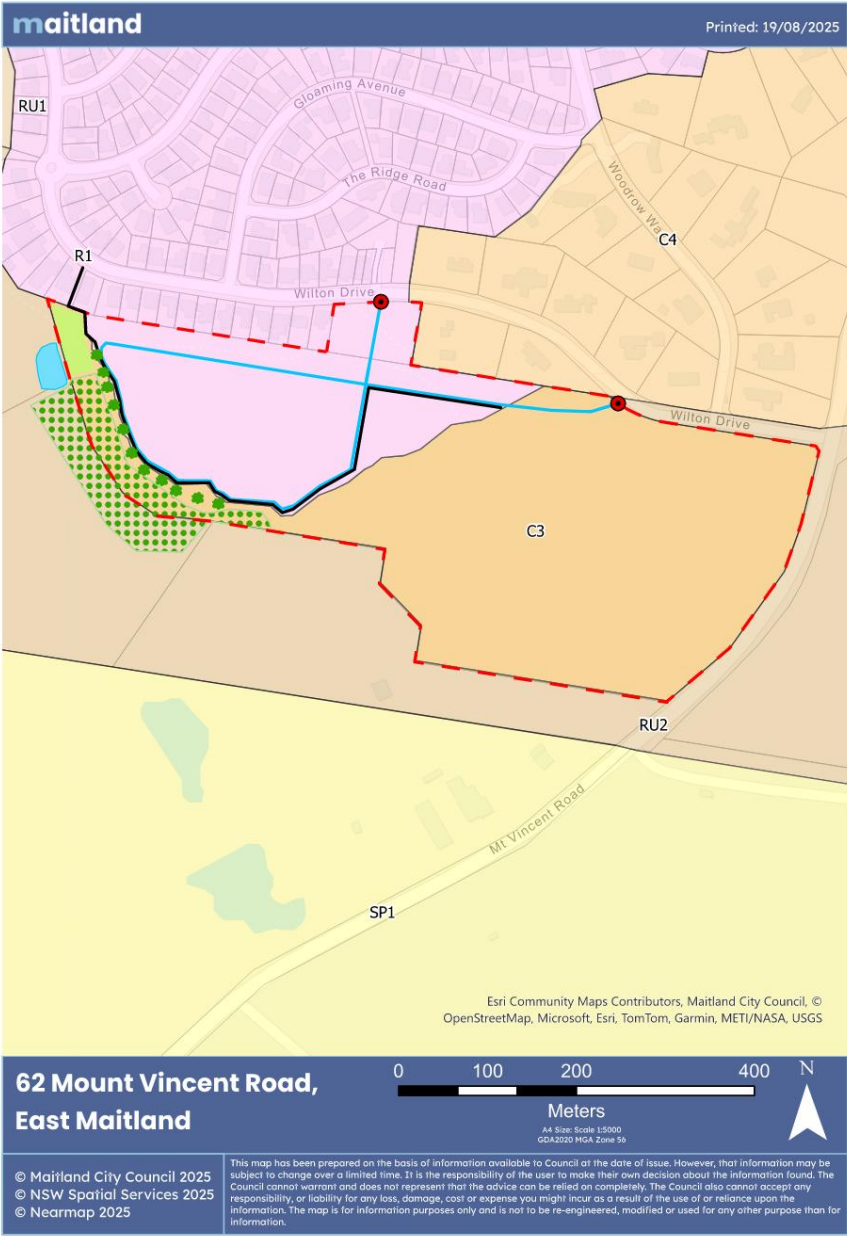


Figure 4. Vegetation and Infrastructure Map

1.5. Stormwater and Water Quality Management Controls

Objectives

1. To manage stormwater flows in a manner that minimises the risk of flooding, erosion, and environmental degradation through the appropriate placement of stormwater detention and water quality basins.
2. To ensure a Neutral OR Beneficial Effect on waterbodies extant on the subject land and the waterway to the south of the area. To ensure that all development maintains or enhances water quality, hydrology, and ecological function, resulting in a Neutral or Beneficial Effect on existing waterbodies within the site and the waterway to the south.
3. To provide for an integrated and sustainable approach to the design and provision of open space and urban water management by prioritising water-sensitive urban design (WSUD).
4. To ensure that there will be no detrimental impact on downstream waterways, wetland environments or agricultural productivity as a result of new development.
5. To ensure stormwater detention and water quality basins are located in safe, accessible, and environmentally appropriate areas, avoiding locations that create land use conflicts, require removal of significant vegetation, disrupt ecological corridors, or create long-term maintenance challenges.

Development controls

1. Stormwater runoff will be controlled by the provision of a stormwater detention and water quality basins, which are to be located in the areas indicated in **Figure 4**. These basins must be designed to integrate with the natural drainage system and be located away from sensitive ecological areas and habitats to minimise environmental disturbance.
2. Stormwater and water quality facilities must be located adjacent to a road reserve to ensure casual surveillance, ease of maintenance, and safe access. The design must provide adequate setbacks, clear sightlines, and appropriate landscaping to balance security, functionality, and environmental integration.
3. To support the basins, Gross Pollutant Traps are to be an integral part of the stormwater network. This will be required as a part of stormwater treatment solutions at the DA for Subdivision phase.
4. A Stormwater and Water Quality Management Strategy, including MUSIC modelling, is to be submitted at the DA for Subdivision phase. The strategy must demonstrate how the development will meet water quality targets,

manage stormwater runoff, and minimise the environmental impact of runoff on downstream ecosystems.

5. The natural drainage lines on the site must be utilised to the maximum extent possible as part of a stormwater and runoff drainage management system. The system must incorporate soil conservation measures, including detention basins, to alleviate stormwater peaks and retain sediments and pollutants.
6. Rainwater tanks will not be considered in the calculations for stormwater detention purposes.
7. Adequate stormwater management shall be provided at all times during the sequenced release of land.
8. All stormwater facilities should to be dedicated to Council as part of the subdivision process.

1.6. Amelioration of Natural and Environmental Hazards

This section provides controls designed to guide the environmental assessment and management of the land to which this part applies. It provides clear guidance as to the rigour required for development applications while creating beneficial environmental outcomes for a future residential community. The key environmental constraints of the subject land are:

- Aboriginal Heritage
- Contamination
- Mine Subsidence
- Visual Impact and Local Interface
- Biodiversity
- Flooding
- Bushfire
- Acid Sulfate Soils
- Odour

1.6.1. Aboriginal Heritage

Objectives

1. To ensure proper consultation occurs with relevant Aboriginal stakeholders and heritage authorities in line with the applicable guidance under the *National Parks and Wildlife Act 1974* and the *Aboriginal Cultural Heritage Consultation Requirements for Proponents (2010)* (or any successive legislation or enforceable guidelines).

2. To conduct detailed and thorough assessment of the site, focusing on determining the nature of the potential grinding groove site.

Development controls

1. Known Aboriginal places and/or objects lie within 200m of the subject land of this DCP. A site has additionally been disputed previously on the subject land, with its status yet to be resolved. As such, a modification to the previous Aboriginal Cultural Heritage Assessment (ACHA) is to be undertaken in line with the guidance of the Aboriginal Cultural Heritage Consultation Requirements for Proponents (2010).
 - a. The Mindaribba Local Aboriginal Land Council (LALC) must be directly approached and offered to be engaged as a Registered Aboriginal Party for the purposes of the ACHA consultation process.
2. The Potential Archaeological Deposit (PAD) is required to be managed in accordance with the outcomes of the ACHA and in consultation with the Mindaribba LALC and Heritage NSW.

1.6.2. Contamination

The R1 (General Residential) zoned land located at the Mount Vincent Road URA has been utilised (in a post-colonial context) as primarily pastoral lands, with the C3 (Environmental Management) land in the east retaining its bushland character in a disturbed state. Surrounding land uses have also included now defunct coal mining operations and the existing subdivision of Rathluba Estate to the north, from which stormwater is currently drained in a free flow pattern down the Mount Vincent Road URA.

The Mount Vincent Road URA component of the subject site was identified to have various concentrations of different contaminants across the area. Further detailed investigation has been identified to be undertaken as a result.

Objectives

1. To limit impacts from historic contaminant generating agricultural and extractive industry activities on the planned residential precinct.
2. To properly remediate the subject land for intensified land uses.

Development controls

1. The proponent must provide information to state that the land is, or can be made, suitable for all the uses permissible under the approval. Information must follow the steps for contaminated land outlined in NSW EPA (2020)

"Consultants Reporting on Contaminated Land, Contaminated Land Guidelines", and be undertaken in accordance with the National Environment Protection (Assessment of Site Contamination) Measure (ASC NEPM, amended in 2013), Maitland City Council's "Contaminated Land Policy – Land Use Planning" (current version 3.1, or any updates thereof), and any other relevant guidelines made or adopted by NSW EPA under Section 105 of the Contaminated Land Management Act 1997.

Note: Based on previous studies on the site, additional sampling is required within the former gully area. A minimum of a Detailed Site Investigation will be required.

1.6.3. Mine Subsidence

The area of the subject land of this DCP is located within a mineral exploration area known as the Maitland Coalfields, which formed part of the extensive coal mining areas in the Hunter Valley during the late 1800s into the mid-1900s. The subject land is located approximately a kilometre north from the main arm of the Rathluba seam, an underground coal bed that offshoots from the Four Mile Creek coal seam subgroup.

A series of former underground coal mine workings are located throughout the centre and east of the area, consisting of three distinct mines at depths varying between 10-70 metres. The area ceased producing coal by the 1960s, with some workings having been blown. Most of the mine workings are either still intact today or have collapsed in on themselves. Previous geotechnical investigations of the site have determined that the full extent of mine workings is not mapped, and further testing is required.

Objectives

1. To reduce possible impacts of mine subsidence and shallow mine workings on future development and infrastructure within the Mt Vincent Road URA.
2. To ensure that potential mine subsidence and shallow mine working issues are adequately addressed at the subdivision stage.
3. To ensure consultation occurs with Subsidence Advisory NSW and consideration is given to the applicable Subsidence Advisory NSW Development Guidelines.

Development controls

1. Areas of potential mine subsidence and potential shallow mine workings are illustrated on **Figure 5**.

2. Prior to any Development Application for subdivision being lodged for the lands subject to the indicated areas of potential mine subsidence and/or potential shallow mine workings, the Applicant shall undertake a geotechnical investigation and report to determine whether the lands indicated will be suitable for the proposed land uses e.g. roads, services, dwellings, etc.
2. Areas where surface cover over mine workings is known to be less than 25 metres will require remediation due to pothole subsidence risks. Remediation measures will be determined by the geotechnical investigation and report under Control 2 and in consultation with NSW Subsidence Advisory.

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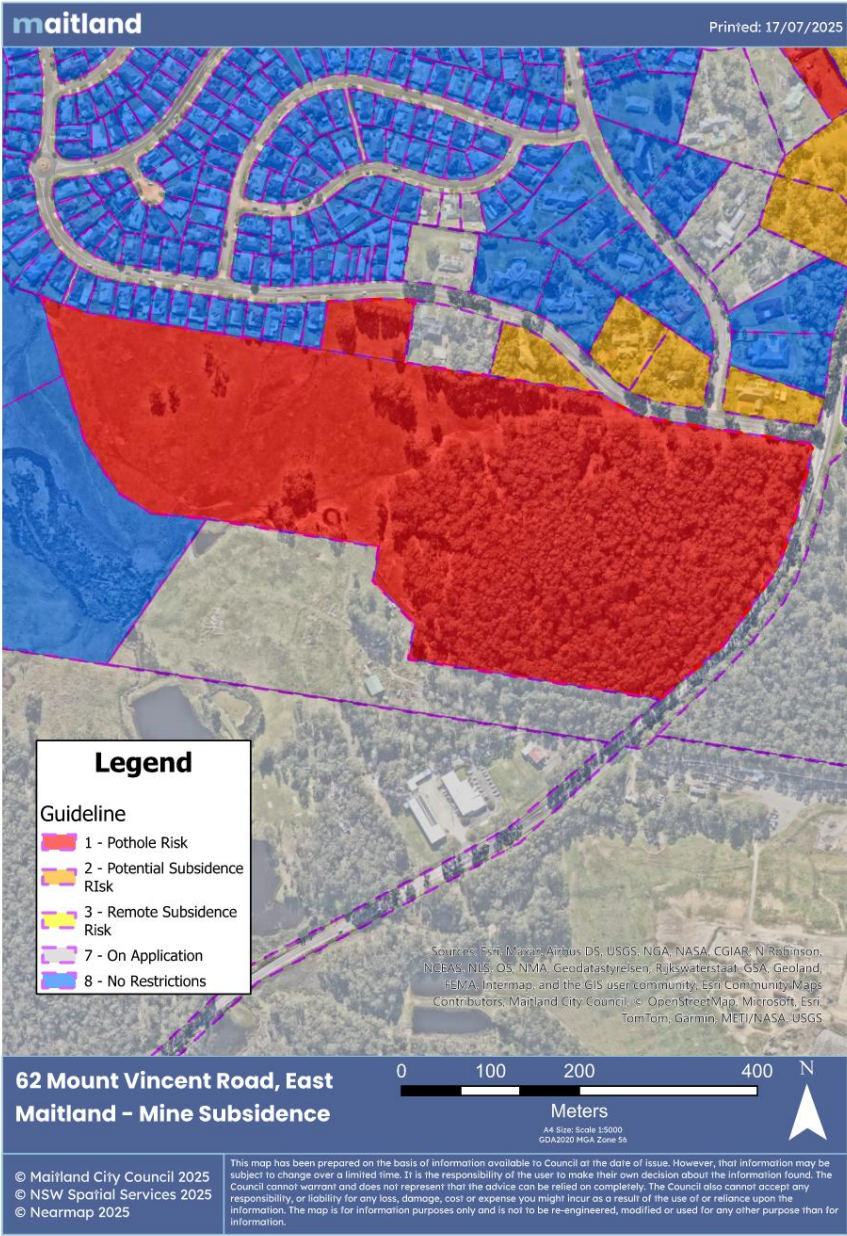


Figure 5. Mine Subsidence

1.6.4. Visual Impact and Local Interface

Objectives

1. To create a smooth transition between the residential and rural environments through landscaping and plantings.
2. To reduce overall visual bulk of the new residential precinct within the Wallis Creek view corridor.

Development controls

1. Any future buildings within the Mount Vincent Road URA will be sited to ensure that the interface with the existing dwellings to the north are both complimentary and in a clearly integrated format. This includes any future lots with frontage to Wilton Drive.
2. Shared boundaries between new lots abutting existing lots along the southern side of Wilton Drive are to be fenced. This will be at the Proponent's expense and to a style consistent with new fencing proposed within the Mt Vincent Road URA OR the existing fencing treatments in other areas of the Rathluba Estate.
3. An Arborist Report is to be developed and submitted as part of the DA for Subdivision phase, and will include:
 - a. Location of each tree within the R1 zone,
 - b. Tree value and condition,
 - c. Trees identified for removal,
 - d. Justification for removal,
 - e. Extent of the proposed impact,
 - f. Details on how tree impacts will be offset,
 - g. Locations for replacement trees, to be identified within the Landscape Plan, and
 - h. Proposed monitoring and maintenance actions.
4. Street tree plantings are to utilise the **Maitland Tree Species List**.

1.6.5. Biodiversity

The Mount Vincent URA in its current state has some significant and valuable biodiverse habitat. An initial Statement of Effect on Threatened Flora and Fauna was undertaken in 2016 and identified two Threatened Ecological Communities (TECs), these being Lower Hunter Spotted Gum – Ironbark Forest in the Sydney Basin Bioregion (12.06ha) and Hunter Lowlands Redgum Forest (0.18ha). 154 plant species were identified, with the site being identified as having suitable habitat for five threatened and rare flora species. Additionally, six regionally significant

fauna and four threatened fauna species were identified, alongside the site having suitable habitat for 37 more fauna species native to the region.

A subsequent Stage 1 Biodiversity Development Assessment Report (BDAR) was produced in late 2019, which reaffirmed the presence of the previously identified TECs, alongside hollow bearing tree survey. A series of recommendations were made, including further targeted survey, forest areas for retention, and preservation of the well-preserved parts of the Lower Hunter Spotted Gum – Ironbark Forest.

These studies informed the formation of the current C3 – Conservation Management land zoning within the Mount Vincent URA, which sees the part of the east of the site preserved as retained vegetation. A full BDAR must now be undertaken to comply with the requirements of the Biodiversity Conservation Act 2016.

Objectives

1. To enhance the quality and quantity of native vegetation communities present within the Mount Vincent URA.
2. To protect native vegetation where feasible and conduct additional native plantings to encourage biodiversity.
3. Limit impacts on existing natural environments through effective flora and fauna management.

Development controls

1. A Biodiversity Development Assessment Report (BDAR) is to be submitted at the DA for Subdivision phase, and is to include, in addition to other findings and recommendations made by the report, mitigation and management measures for:
 - a. Weeds,
 - b. Dam dewatering protocols,
 - c. Pre-clearance and clearance surveys of fauna,
 - d. Log and hollow salvage and reuse,
 - e. Invasive species,
 - f. Cattle, and
 - g. Kangaroos.
2. The BDAR is to give consideration to the draft mitigation measures proposed in the *Stage 1 Biodiversity Development Assessment Report – Land Rezoning Proposal* by Peak Land Management (September 2019).

3. A 5-year Vegetation Management Plan (VMP) must be developed for the areas identified for rehabilitation as per the vegetation corridor marked on **Figure 4**. The VMP must be prepared by a qualified ecologist with experience in bush regeneration, or a bush regenerator who holds a minimum Diploma Conservation and Land Management (or equivalent) and a minimum 3 years' experience in practical ecosystem restoration, in consultation with Council. Works should aim to reinstate the historical vegetation community that existed prior to clearing. Revegetation that is inconsistent with the historical vegetation community shall not be undertaken unless supported by a documented justification and approved in writing by Council's Manager Environment and Sustainability. Any revegetation proposed under the Vegetation Management Plan must be reflected in the bushfire assessment, taking into consideration the growth and characteristics of mature vegetation.
4. The VMP shall include (but not be limited to) the following minimum detail:
 - Goals, objectives, and completion criteria,
 - Identification of management zones in text and on a site plan, including:
 - identification of management actions and outcomes for each management zone
 - existing vegetation condition including existing weed density,
 - Detailed works schedule for a minimum of five (5) years including species list, planting density, timing,
 - Proposed weed management strategies,
 - Monitoring and reporting requirements for a period of five years,
 - Adaptive management actions to be employed if completion criteria are not met within five years. This shall include continuation of VMP management until actions and outcomes are achieved (or a suitable alternative is approved by Council's Manager Environment and Sustainability).
 - The VMP shall be submitted to and approved by Council's Manager Environment and Sustainability prior to issue of any Subdivision Works Certificate.
 - Annual monitoring reports are to be provided to Council's Manager Environment and Sustainability for a minimum period of five (5) years.
5. The subject land is known to contain the cryptic orchid *Pterostylis chaetophora* in the heavily vegetated eastern portion of the subject land of this DCP, close to Mount Vincent Road. A reference population of *Pterostylis chaetophora* is to be identified to monitor the species health and distribution within the area

and appropriate times of the year to ensure surveys are undertaken during the flowering period.

6. As part of vegetation clearing marked for the site, seeds are to be collected where possible to assist in vegetating the environmental management flood fringe buffer.

1.6.6. Flooding

Objectives

1. To manage the risk to human life, damage to property and provision of essential services by ensuring development on all areas of the site is appropriately sited and designed such that it is compatible with the flooding potential and hazard.
2. To ensure negligible flood impacts on adjoining property or infrastructure as a result of any development or work on site for regional flooding and local catchment runoff events.
3. To regulate development that may reduce the ability of the floodplain to carry water and so increase the flood hazard.

Development controls

1. Any application for the subdivision of the site must demonstrate that the subdivision design incorporates measures to mitigate against potential extreme floodway hazard conditions.
2. Infrastructure including roads, pathways and/or cycleways within the flood extent should limit changes to natural topography as far as practicable to avoid changes to flood impacts.
3. No filling of Flood Prone land (see **Figure 6**) is to be undertaken without hydraulically equivalent compensatory cut and assessment of impacts.
4. Any future development within the subject land of the DCP is to take into consideration the most current versions of the NSW Government's Flood Prone Land Policy and the principles of the Floodplain Risk Management Manual 2023.

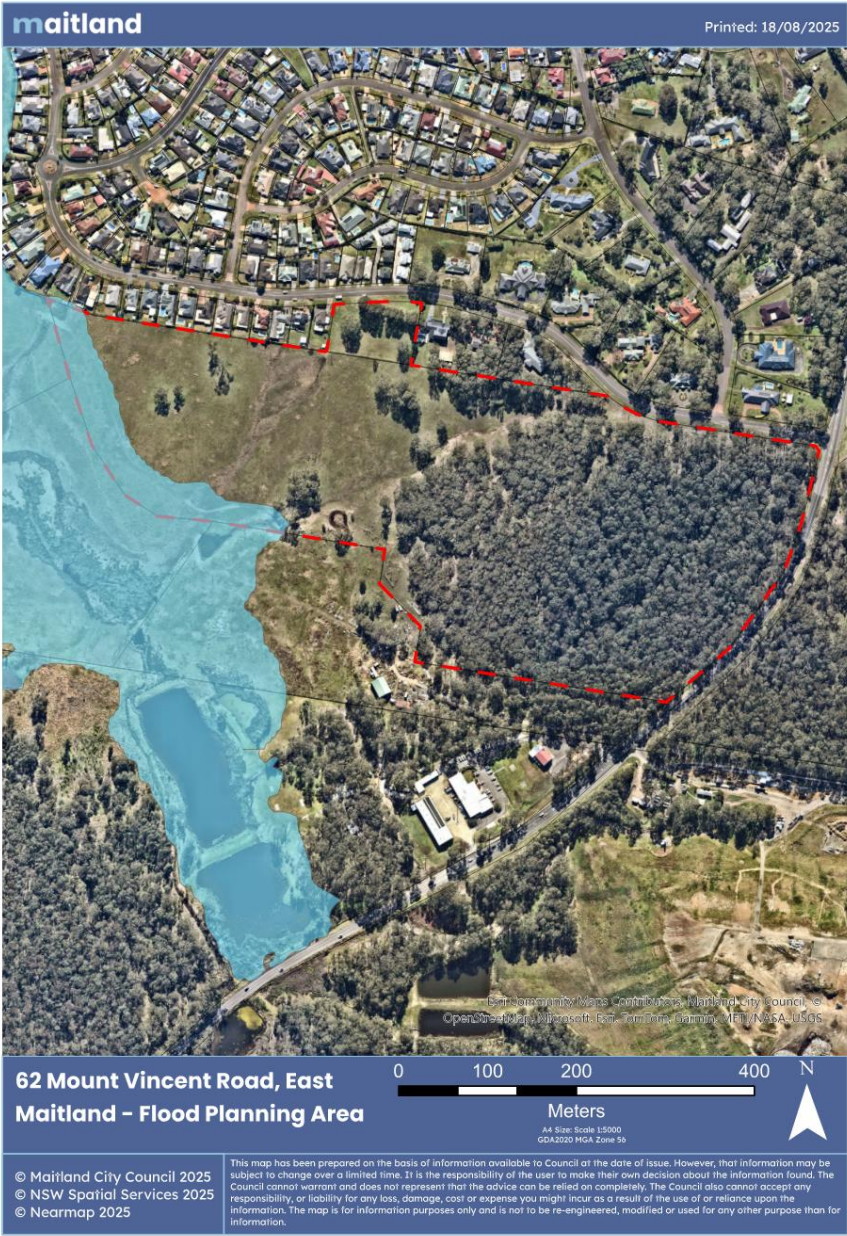


Figure 6. Flood Map

1.6.7. Bushfire

Objectives

1. That adequate Asset Protection Zones are provided in areas adjacent to Bushfire Prone Land and that relevant statutory controls, including the *Rural Fires Act 1997* and *Planning for Bushfire 2019*, are considered.

Development controls

1. Development on bushfire prone land, shall be assessed and designed in accordance with the NSW RFS *Planning for Bushfire Protection 2019* guideline.

1.7. Acid Sulfate Soils

Objectives

1. To manage and mitigate the impacts of land development in relation to acid sulfate soils, where present in the landscape.

Development controls

1. Development Applications will need to investigate soil salinity levels, soil structure/stability and Acid Sulfate Soils as part of geotechnical investigations associated with the site.

1.8. Key Development Sites

Objectives

1. To provide detailed urban design controls for properties on the flood fringe.
2. To create an activated and aesthetically pleasing streetscape that respects the environmental constraints of the rural and flood interface.

Development controls

1. A perimeter road (with development on the internal side only) is to be provided within the R1 General Residential zoned land abutting the C3 Environmental Management zoned land.
2. An off-road shared path shall be provided on the outer side of the perimeter road. This will switch variably between the environmental management and

residential zoned land, as indicated within **Figure 3** and **Figure 4**. This must extend to the Mount Vincent Road path network to the east.

3. Fencing is to positively contribute to the visual aesthetic of development, particularly between the residential and environmental zones. Details of fencing is required to be submitted to Council with development applications.

1.9. Residential Densities

There are no specific requirements as residential densities are already controlled by lot size in the *Maitland Local Environmental Plan 2011*.

1.10. Provision of Public Facilities and Services

Objectives

1. To ensure that future dwellings in the Mount Vincent URA are able to be adequately connected to utility infrastructure.
2. Limit visual bulk and prominence new utility infrastructure will have within the new residential neighbourhood.

Development controls

1. Electrical kiosks are to have decorative screening and/or housing established to reduce unappealing visual intrusion onto the streetscape and neighbouring residences.
2. Street lighting shall be planned (lighting categories), designed, and implemented to relevant Australian standards for vehicle and pedestrian networks (including pedestrian crossings).
3. Ausgrid is to be consulted on the design solution for electricity servicing and the treatment for the existing transmission lines presently over the site. An in-ground electrical transmission solution is to be used where possible.

City Planning

Adoption of Draft Economic Development Strategy 2025–2035

Final Economic Development Strategy 2025–2035 (Under Separate Cover)

Meeting Date: 16 September 2025

Attachment No: 1

Number of Pages: 64



Creating opportunities for growth, work and involvement

Economic Development Strategy

2025–2035

maitland
CITY COUNCIL



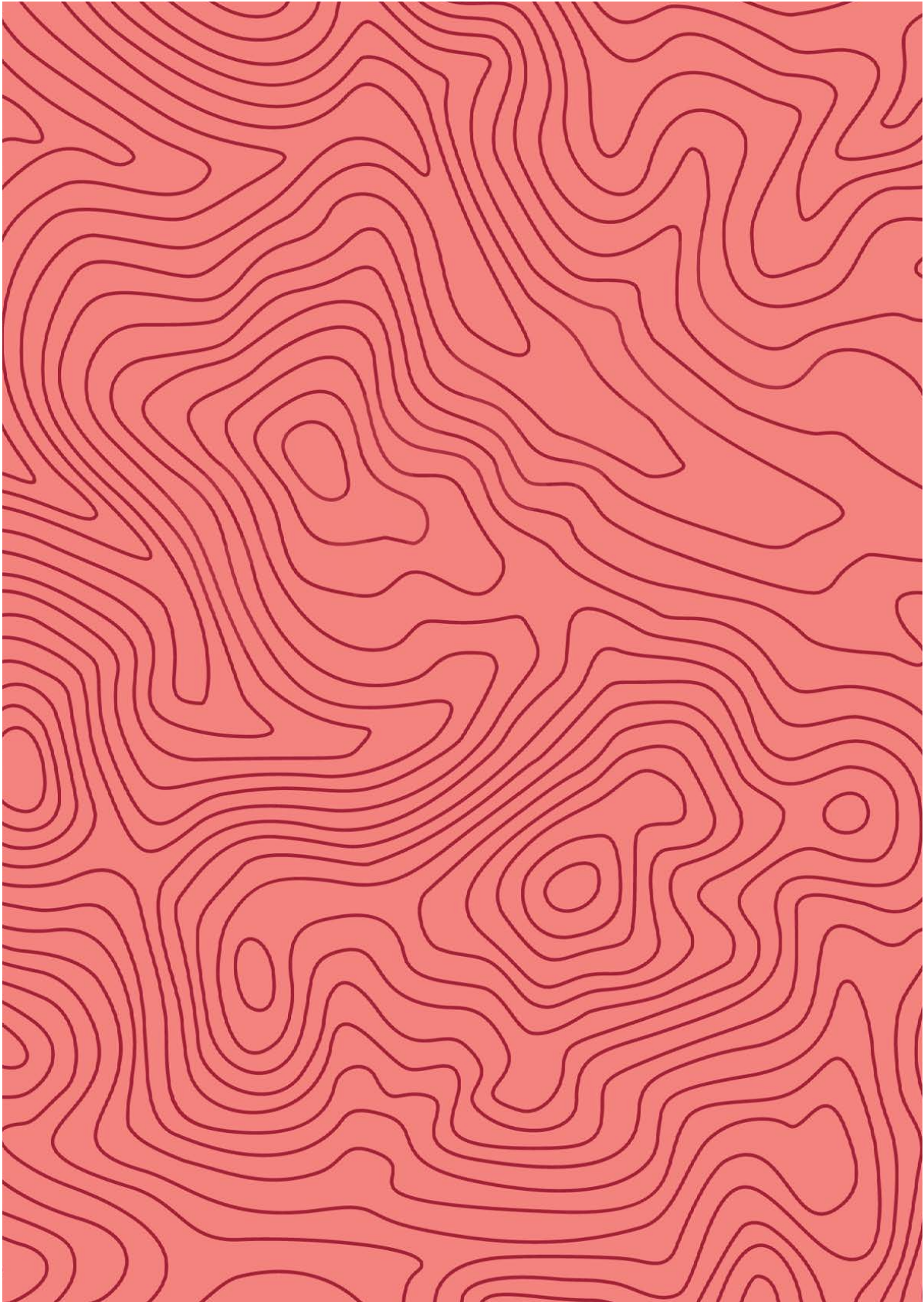
Acknowledgement of Country

We acknowledge the Wonnarua People as the Traditional Owners and Custodians of the land within the Maitland Local Government Area. Council pays respect to all Aboriginal Elders, past, present and future with a spiritual connection to these lands.



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Mayor Philip Penfold



General Manager Jeff Smith

A message from our Mayor and General Manager

Maitland sits at the heart of the Hunter, a central force in the region's future. As one of the fastest growing cities in New South Wales, Maitland is emerging as a powerhouse of opportunity, investment, and innovation. It offers the best of both worlds: the connectedness and capability of a city, with the spirit and liveability of a proud regional community.

Family-friendly, future-focused, and rich in heritage, Maitland is more than just a place to live – it's a place to build, invest, grow and succeed. As we look ahead, our strength lies in being strategically connected – to industry, to ideas, and to the region we call home.

Maitland's strong economic growth is driven by a 2.7 per cent annual population increase, low unemployment, and significant contributions from mining, manufacturing, and construction. While infrastructure investment is on the rise, challenges such as social disparities and a need for broader economic resilience remain.

Our Economic Development Strategy embraces these opportunities and challenges with a vision for inclusive growth. By prioritising community health and wellbeing, enhancing education, and attracting investment in high-value and emerging industries, Maitland aims to ensure prosperity is shared by all residents.

Maitland's unique strengths include a rapidly growing and young workforce, scenic landscapes, and a thriving, desirable place to live. With this comes diverse opportunities, offering potential for transformative, coordinated investment. Enhanced utilisation of underused assets, including Maitland's rich floodplains and iconic riverfront, can boost self-sustainability, create jobs, and strengthen the local economy.

Community feedback highlights the value placed on rural green spaces and the importance of maintaining Maitland's identity amidst growth. While specialisations in construction and population-serving industries are increasing, there's a need to bolster sectors like manufacturing and agriculture to ensure balanced development.

Maitland's rising population and economic momentum present an unparalleled opportunity to shape a sustainable future. Proactive, strategic action now will solidify Maitland's reputation as a premier place to live, work, and invest, addressing current challenges while preparing for a post-mining economy.

This Economic Development Strategy offers a roadmap to improve community wellbeing, preserve and enhance green spaces, and create a vibrant, self-sustaining economy for generations to come.

Introduction to our strategy

Purpose

This Economic Development Strategy has been prepared to enhance the economic viability, liveability and growth of Maitland. The strategy outlines the key programs, policies and activities that we will deliver to improve the economic wellbeing and quality of life in Maitland.

The four focus areas of this strategy that will help to achieve our shared vision of **a connected city with thriving communities** are:

- **People and future skills**
- **Thriving and connected places**
- **Innovative and diverse economy**
- **Productive and equitable partnerships.**

Why this is important

By fostering a diverse local economy and promoting vibrant community life, we aim to shape a city that thrives. Our shared vision creates opportunities for work, personal growth, and engaging activities, enriching our daily experiences and overall wellbeing.

By cultivating partnerships and creating an attractive environment for business and investment, we ensure our community remains a vibrant hub for innovation.

Our commitment to providing a rich array of activities and amenities enhances the quality of life, making Maitland a place where people can live, work and thrive.

Maitland: Local Government Area (LGA)
Maitland City Council (MCC): Organisation
Council: Elected body

Our shared vision: A connected city with thriving communities



Vibrant Maitland

Working together to create opportunities for growth, connection, and participation, shaping a city where people belong and thrive.

3.1 Diverse local economy

- Investment attraction
- Strengthened and diversified precincts
- Future skill

3.2 Welcoming communities

- Celebrate diversity and culture
- City activation and presentation
- Aboriginal and Torres Strait Islander connections
- Community connections

3.3 City shaping partnerships

- Growth opportunities
- Advocacy and partnerships

Strategy at a glance



People and future skills

Purpose: To provide access to a diverse range of education, lifelong learning and training options to equip Maitland's people with future-ready skills that connect them with local employment opportunities. Actions here support a balanced lifestyle and address local economic and community needs.

- **Knowledge:** Prepare our people for jobs of the future through education, work-integrated learning and training.
- **Skills:** Develop a skilled workforce that contributes and adapts to the needs of the local economy.
- **Movement:** Connect people with more opportunities to work, learn, study, and play close to home.



Thriving and connected places

Purpose: To enhance Maitland's liveability and appeal by improving connectivity, supporting sustainable industries, and creating vibrant, diverse spaces and destination experiences. Actions here aim to foster a thriving and connected community with an enviable lifestyle.

- **Connected:** Enhance liveability through improved connectivity of people and place, day and night.
- **Sustainable:** Drive sustainable and resilient economic growth to support a healthy business ecosystem.
- **Vibrant:** Develop places and experiences that create vibrancy and celebrate diversity.





Innovative and diverse economy

Purpose: To foster creativity, entrepreneurship, and collaboration through strategic marketing, investment attraction, and innovation precincts. Actions here will position Maitland as a thriving hub for economic growth, business opportunities, and technological advancement.

- **Identity:** Raise awareness of our city and build a positive reputation through strategic communications and marketing.
- **Investment:** Leverage Maitland's identity and competitive advantages to attract investment, grow visitation and create employment.
- **Innovation:** Foster creativity and entrepreneurship to establish and accelerate innovative precincts and places.



Productive and equitable partnerships

Purpose: To create a resilient and inclusive economy in Maitland by partnering with local businesses and other key stakeholders to support city-shaping priorities. Actions here will adopt a local-first approach that aims to build community wealth, strengthen identity, and drive sustainable growth.

- **Productivity:** Promote and partner with local businesses to enhance supply chains, stimulate demand and boost the economy.
- **Advocacy:** Secure support for city-shaping priorities that strengthen Maitland's identity and economy.
- **Equity:** Build community wealth to establish a resilient and sustainable economy where all can prosper.



The heart of the Hunter

Who we are

Maitland is a city evolving - family friendly, welcoming, and proud of its heritage. Centrally located in the heart of the Hunter region, we offer the perfect blend of city convenience with a warm country charm.

We embrace new opportunities and growth, making Maitland a dynamic place to live, work, enjoy and succeed.

Almost 96,000 people call Maitland home, and we welcome around 2,000 new people each year. By 2041, we expect about 145,000 people to call our city home.

The Wonnarua and Guringai Peoples are the Traditional Keepers and Custodians of the lands within the Maitland LGA.

It is one of the oldest regional centres in Australia, built on the banks of the Hunter River. The Hunter River winds its way through the countryside and the city, offering a beautiful backdrop to our daily lives.

13.1% are born overseas



9.4% speak a language other than English at home



6.7% people with a disability



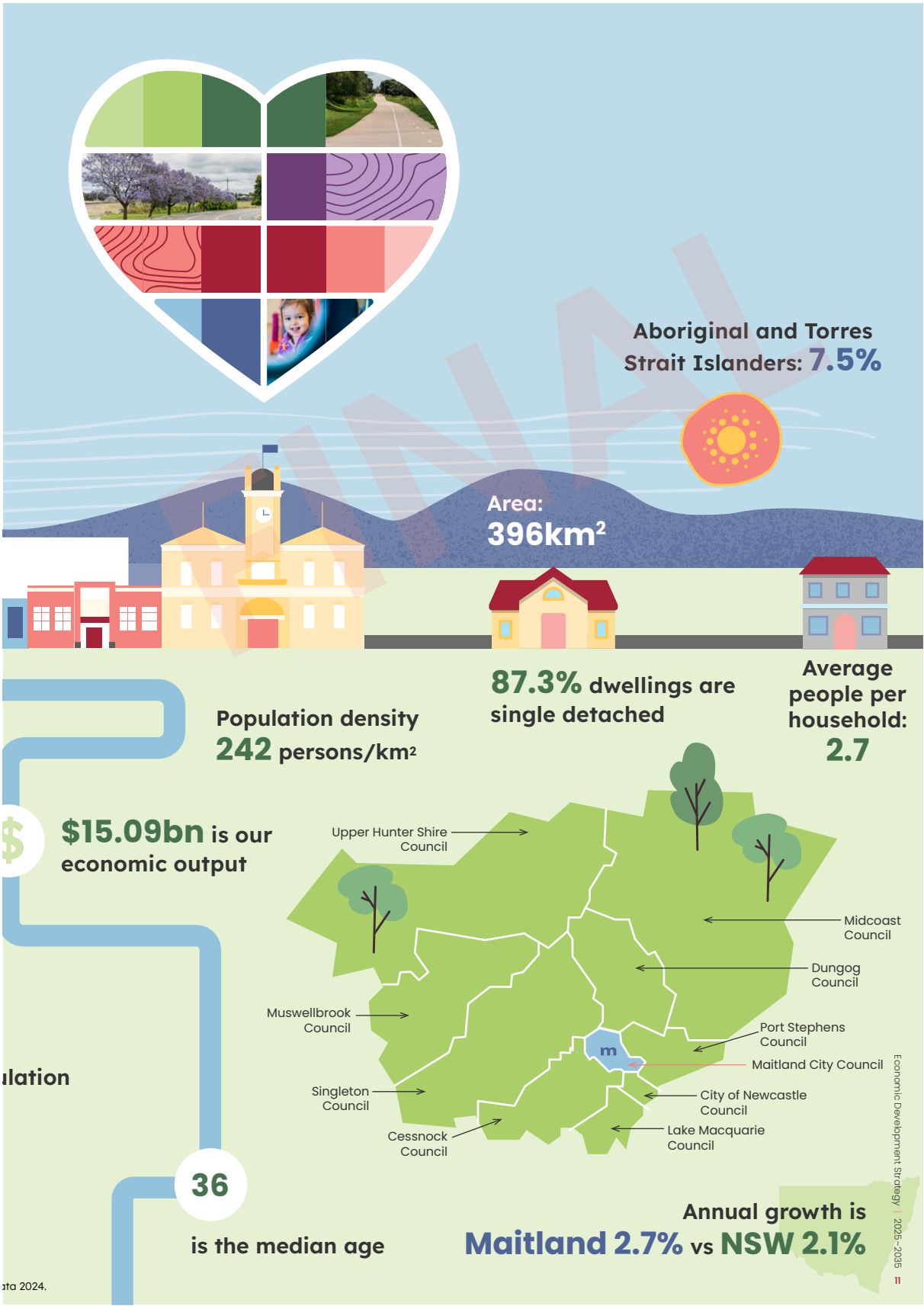
95,957 is the estimated population



144,536 is the projected 2041 population



Source data: Planning NSW 2023 population projections, Census data 2021 and Remplan de



sta 2024.

Maitland: The economic heart of the Hunter

Our economic identity

Maitland is emerging as one of the most dynamic and fastest-growing economies in regional New South Wales. As the heart of the Hunter, Maitland combines heritage and innovation to create a distinct economic profile, one built on strong population growth, infrastructure investment, diverse industry sectors, and a thriving local business community. This growth is not just about numbers, it's about enabling a better quality of life for our community.

Driving local growth

Maitland's economy is built on a foundation of established and emerging industries. Sectors such as construction, healthcare, retail, professional services, advanced manufacturing, and education continue to expand in response to strong population growth and demand for local services. New and expanding employment precincts are unlocking investment potential, while the city's accessible location, lifestyle appeal, and infrastructure pipeline are attracting a new wave of entrepreneurs, employers, and workers.

The future economy

Our city is ready to evolve into a centre of innovation, creative industries, and knowledge-based jobs. As we grow, we are focused on supporting a future-ready workforce, enabling small business success, encouraging investment, and ensuring local employment opportunities keep pace with community needs. Our economic development priorities are tied to creating liveable, connected places and a resilient economy that supports both productivity and wellbeing.

Education and skills

Maitland is well-positioned to foster the skills and talent needed to meet the demands of a changing economy. With access to nearby tertiary institutions like the University of Newcastle and strong connections with TAFE NSW, our city supports pathways for lifelong learning, vocational training, and workforce development. Local schools and business partnerships help shape the future workforce and foster a culture of learning and innovation.

Strategic connectivity

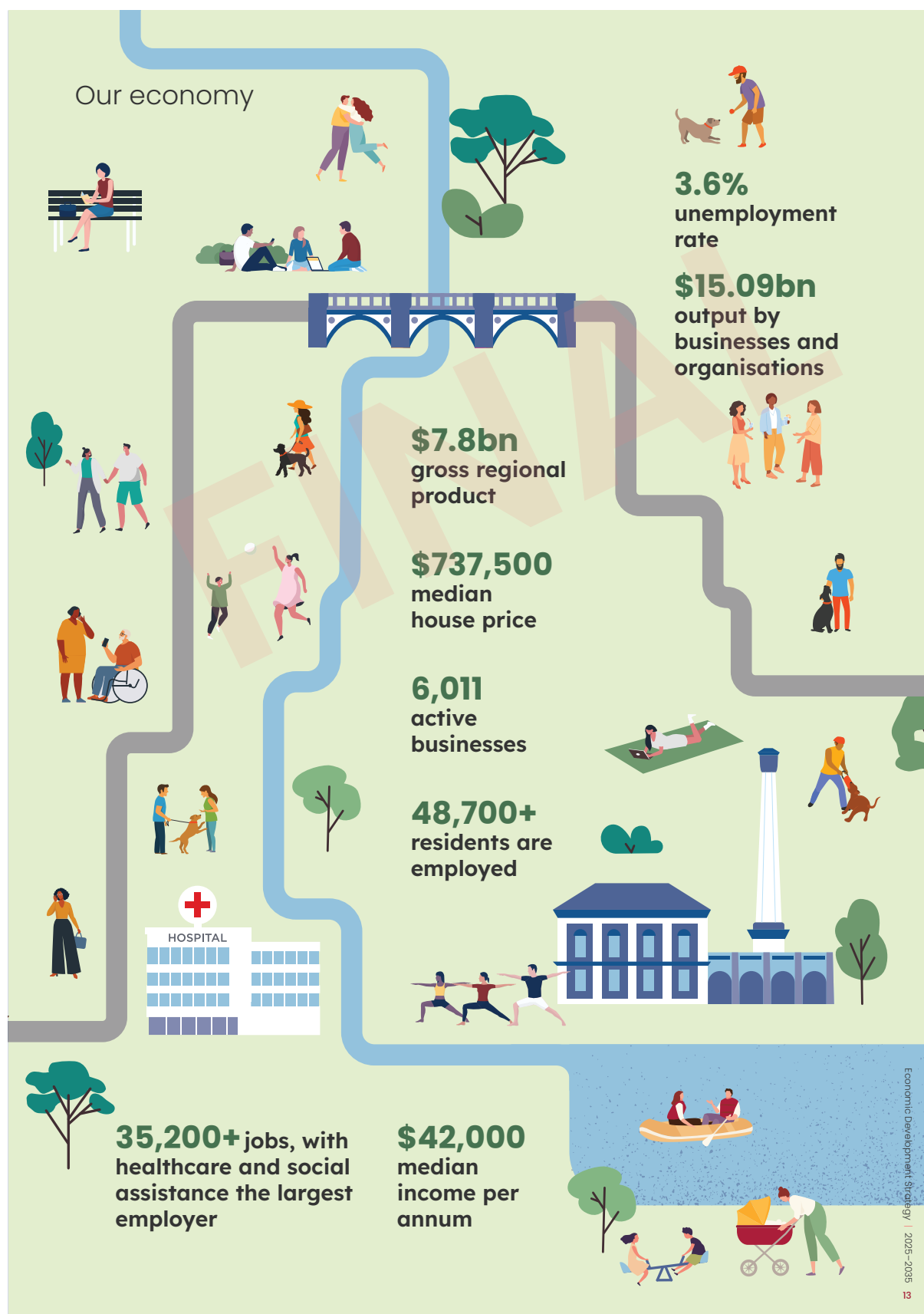
Maitland boasts strong connections with major road and rail infrastructure linking our economy to neighbouring centres, ports, and airports. These connections support freight movement, commuting, and economic exchange, making Maitland a highly sought-after location for business and investment. Within the city, investments in precinct development, active transport, and digital connectivity are shaping the conditions for economic success and ensuring that growth contributes to daily liveability and wellbeing.

A place for business and community

Our direction for Maitland's economy is inclusive and forward focused. We are creating a city where businesses thrive alongside vibrant communities; where jobs are local and diverse; and where economic development supports quality of life. As the heart of the Hunter, Maitland is not just keeping pace with regional change, we are helping to lead it, ensuring that growth goes hand-in-hand with the wellbeing of our people.

Liveable city

Maitland is a liveable city, with a population growth rate of 2.7 per cent, showing that people are choosing to live here for the lifestyle it offers. When residents have access to parks, entertainment, shops and services within walking distance of their homes and workplaces, they are more likely to engage directly with the local economy. Liveability fosters a sense of community, stability and belonging, and helps to support a strong visitor economy. Businesses and companies are more likely to invest in places that offer a high standard of living, places that reflect their values and attract the workforce they need.

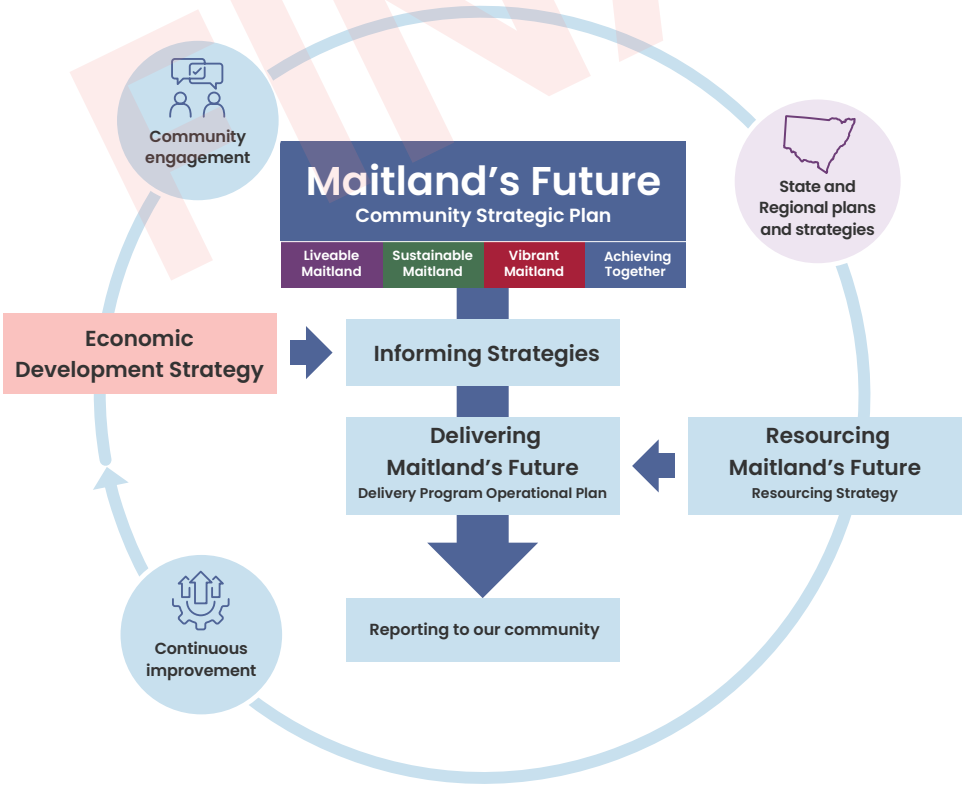


How we plan

This strategy ensures the effective planning of Maitland’s economic development to enable delivery of the community’s priorities and objectives as identified in Maitland’s Future, our Community Strategic Plan. It is a critical part of the Integrated Planning and Reporting (IPR) Framework.

Integrated Planning and Reporting (IPR) Framework

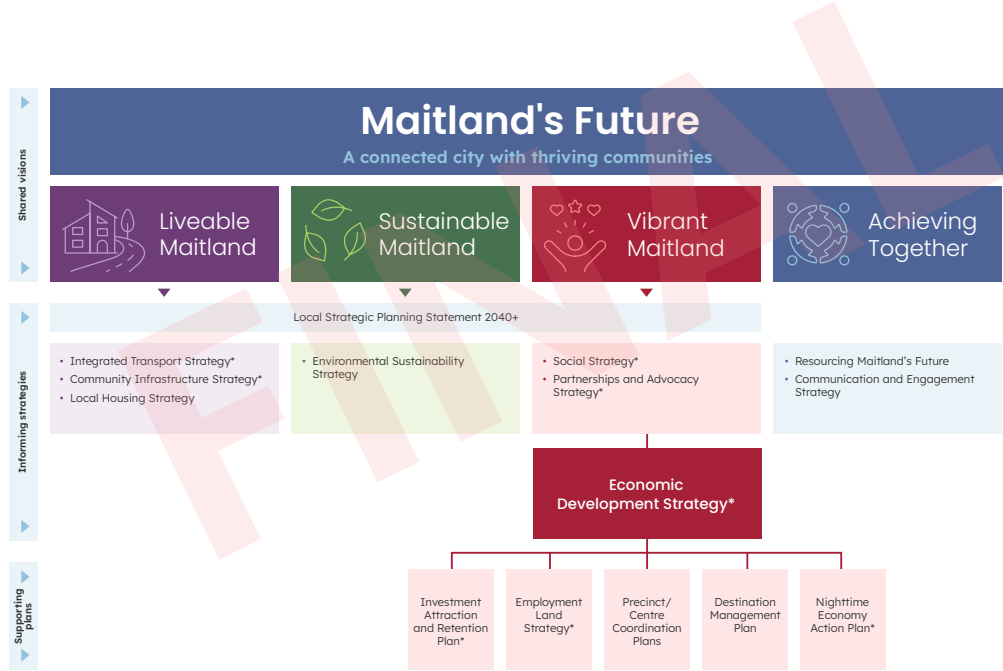
The NSW Government requires local councils to work with their communities to plan for the future. This involves creating long, medium, and short-term plans that reflect the community’s vision and priorities. These plans are shaped by community input and supported by informed planning around finances, assets, and resources. This approach under the *Local Government Act 1993*, called the Integrated Planning and Reporting (IPR) Framework, helps councils across NSW to make thoughtful, sustainable decisions for a brighter future.



Strategic alignment

This strategy forms part of Council’s broader strategic framework. While it aligns most closely with one focus area, it cannot be delivered in isolation. The success of Maitland relies on how all focus areas — liveable, sustainable, vibrant and achieving together — connect, overlap and support each other.

A city that is truly thriving depends on more than any single effort. Our approach is integrated and future-focused. By achieving together across teams, functions and priorities, we can deliver on our shared vision for a connected city with thriving communities.



"True harmony is not the result of isolated effort, but the synergy created when all parts work together as one."

Unknown

Strategic alignment from local to global

How this strategy fits in with other strategies and plans.





Delivered at the state level

Includes: health, care (aged, child, disability), transport, education, employment, police, development.

- [State Plan NSW Housing](#)
- [NSW State Infrastructure Strategy 2022-2042](#)
- [NSW Disability Inclusion Action Plan 2021-2025](#)
- [NSW Net Zero Plan 2020-2030](#)
- [Transport for NSW: Smart NSW Roadmap 2022-2027](#)
- [Future Transport Strategy 2056](#)
- [NSW State Health Plan: Future Health 2022-2032](#)
- [NSW Government Visitor Economy Strategy 2030](#)
- [NSW State Emergency Service Strategic Plan 2021-2041](#)
- [NSW Waste and Sustainable Materials Strategy 2041](#)
- [NSW Circular Economy Policy Statement 2019](#)
- [Biodiversity Conservation Investment Strategy 2018](#)
- [NSW Industry Policy](#)
- [NSW Innovation Blueprint](#)
- [NSW Industrial Lands Action Plan.](#)



Delivered at the national level

Includes: defence, immigration, taxation, communications, and trade.

- [Australian Modern Manufacturing Strategy 2020](#)
- [National Agreement on Closing the Gap 2020](#)
- [Thrive 2030 Strategy - The re-imagined Visitor Economy](#)
- [Australia's Biodiversity and Conservation Strategy 2010-2030](#)
- [National Digital Economy Strategy 2030](#)
- [Infrastructure Australia Strategy 2021](#)
- [National Climate Resilience and Adaptation Strategy 2021-2025](#)
- [National Urban Policy 2024](#)
- [National Waste Policy and Action Plan 2019.](#)



Delivered at the global level

Includes: environmental and social issues; political, health or economic crises.

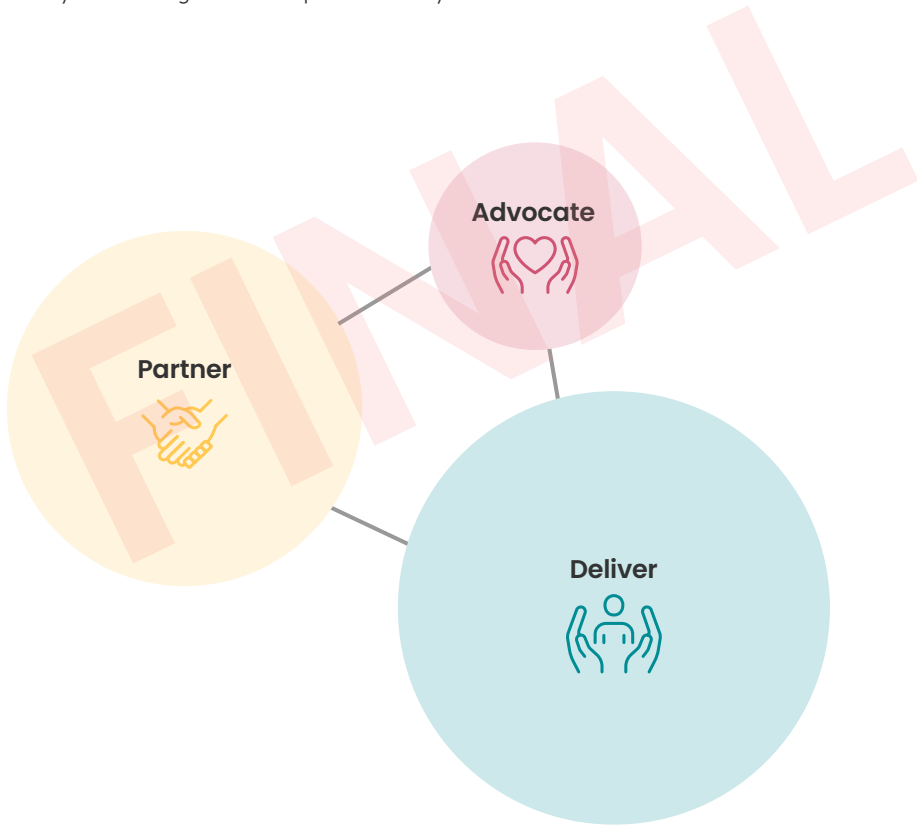
- [United Nations Sustainable Development Goals \(SDG\)](#)
- [Paris Climate Agreement.](#)
- [Global Biodiversity Framework](#)



Our role

Council works with various stakeholders and partners, including other levels of government and their affiliated agencies, local businesses and industry, educational institutions, community groups, and other service providers.

Depending on the activity, Council’s role is to deliver, partner and/or advocate. By building partnerships, taking a strong leadership role and delivering on its own commitments, Council plays an important role in shaping our city and making Maitland a place for everyone.



Deliver

We deliver a wide range of programs and services, including waste collection, libraries, maintenance of local roads and public spaces, recreation facilities and programs, community support, special events and regulatory functions.

Partner

There are areas in which we have partial or shared responsibility or influence. We build strategic partnerships with federal and state government agencies, the private sector, and a range of other stakeholders whose work will contribute to delivering our long-term priorities.

Advocate

Many issues important to the community are outside Council’s control. Council gives a voice to the needs and aspirations of the community by advocating for changes in policy and action at relevant levels of government and industry.

Our engagement

What we know from speaking to our community

Community engagement for this strategy was designed to generate interest, cultivate buy-in and formulate a united vision for Maitland's future economy by encouraging the community, including business and industry stakeholders, to be part of the conversation. We connected with close to 800 people face to face and captured over 1,000 responses to a 'Future Maitland' quiz, which resulted in 2,200 ideas and aspirations.

The community value the social, cultural, and environmental aspects of economic development. Although a traditional approach is important, opportunities will be focused on delivering, partnering, and advocating for the wellbeing of Maitland, our people, place and overall prosperity.

What we know from our research

Our economic research was undertaken to measure the current performance of Maitland within a 'people, place, prosperity' framework, known as the Triple Bottom Line. The purpose of this research was to understand the economic capacity of Maitland, determining its relative strengths and potential gaps that could help inform our key areas of focus in driving economic growth.

Our research told us that Maitland's economy is performing well. The city's population is growing with the median age of 36, gross domestic product (GDP) is increasing, the number of businesses and jobs are increasing, and the value of houses is going up. Despite this, compared with New South Wales, Maitland has:

- Increasing levels of disadvantage
- More long-term health conditions
- A more disengaged youth
- Lower comparative education levels
- Lower than average wages.

With a 10-year strategic outlook, this Economic Development Strategy seeks to address these issues under four focus areas:

- **People and future skills**
- **Thriving and connected places**
- **Innovative and diverse economy**
- **Productive and equitable partnerships.**



Research and engagement summary

PHASE 1

RESEARCH

4 targeted workshops

2 community and business events

2 school workshops

ENGAGE

Connected with **300+** people face to face

What data we captured

What trends appeal most

Things to love about Maitland

Values, themes and ideas

RESEARCH

Four future economies identified:



Wellbeing



Regenerative



Knowledge



Cultural

PHASE 2

50 key stakeholder meetings (and ongoing)

12 workshops and presentations

5 community pop ups

ENGAGE

FUTURE MAITLAND QUIZ

Connected with **450+** people face to face

Captured **1,073** responses

Resulted in **2,200** ideas and aspirations

RESEARCH

The community's aspirations for Maitland's economic future highlighted a desire for a balanced approach, however the wellbeing of people and place with regenerative outcomes was a priority.

A wellbeing economy framework

The Wellbeing Economy Alliance defines a wellbeing economy as ‘an economy designed to serve people and the planet’. A wellbeing economy values indicators of wealth beyond gross domestic product, such as equity, happiness and environmental outcomes, which all support a liveable city. Meaningful participation has helped shape the goals we’ve set, which will ultimately provide the community with a more holistic and balanced approach to economic development.

This strategy has been prepared using the Wellbeing Economy Policy Design Guide, created by the Wellbeing Economy Alliance. As a result, Council has designed an Economic Development Strategy that recognises the ultimate measure of success is not wealth, but the health and wellbeing of people and place now and for generations to come.

Strategic principles of a wellbeing economy

These seven wellbeing economy principles from the Wellbeing Economy Policy Design Guide will support us on the journey:

- 1. Goal oriented** – actions are designed to promote the wellbeing of people and planet.
- 2. Participation** – policy is created through open, co-creative, and transparent processes. Diverse communities are able to meaningfully engage and contribute throughout the policy design process.
- 3. Contextual** – There is no ‘one size fits all’ solution. Economic policies are embedded in local values, culture, context, and objectives.
- 4. Experimental** – Policy processes encourage continuous learning and experimentation to find innovative solutions that foster wellbeing.
- 5. Holistic** – The economy is part of, and not distinct from, society and the environment.
- 6. Evidence based** – Policymaking is informed through a systematic use of qualitative and quantitative evidence.
- 7. Strength based** – Policy recognises the strengths of communities, focusing on achieving the positive aspirations of society rather than purely mitigating negative outcomes.



Maitland's wellbeing domains

Maitland's Economic Development Strategy is built on the foundation of community wellbeing. Inspired by the ACT Government's Wellbeing Framework, these indicators measure wellbeing across 10 domains. These domains reflect what matters most to residents and directly influence the city's economic strength. Wellbeing drives productivity, attraction and retention, and local economic participation, all critical for a thriving economy.

The Wellbeing Framework recognises accessibility as a foundational principle rather than a standalone domain. This ensures that accessibility is interwoven into all elements of wellbeing, spanning all domains of the framework. Ensuring every resident can participate fully in community life and access the resources they need to connect and thrive.

These wellbeing domains reflect what matters most to our community and the statements below in red highlight how each one also plays a vital role in supporting a strong, resilient local economy.

Health – Includes physical and mental health, access to healthcare, and programs promoting overall wellbeing.

Good health supports workforce participation and boosts productivity across the economy.

Belonging – Focuses on fostering relationships, belonging, and active participation in community life.

A strong sense of belonging attracts and retains talent, encouraging community-driven economic growth.

Education – Covers access to education, skill development, and opportunities for continuous learning throughout life.

Education builds the skills and capabilities needed for a resilient and adaptable local economy.

Housing – Focuses on housing affordability, quality, and overall living conditions.

Affordable and quality housing is essential for attracting and retaining a skilled workforce.

Economic – Encompasses job opportunities, economic development, and financial security for residents.

This domain directly reflects our aim to grow a thriving, inclusive and diverse local economy.

Sustainability – Addresses environmental quality, climate resilience, and access to natural spaces.

Sustainability strengthens long-term economic resilience and supports growth in green industries.

Connection – Ensures access to services, public transport, digital connectivity, and infrastructure linking communities and services.

Strong connections underpin business growth, workforce mobility, and access to markets.

Safety – Measures community safety and emergency preparedness.

Safe communities create a stable environment for businesses and economic confidence.

Governance – Focuses on trust in institutions, transparency, and opportunities for residents to engage in decision-making.

Good governance supports investor confidence and enables collaborative economic planning.

Time – Assesses work-life balance, leisure time, and opportunities for personal and family pursuits.

A balanced lifestyle helps attract a modern workforce and supports local service economies.



Economic analysis



Core economic drivers

The industry sectors and subsectors that play a pivotal role in Maitland's economy through their contribution to regional exports, employment, value added and local expenditure on goods and services (referred to as backward linkages) are construction, education and training, healthcare and social assistance, and mining. These drivers are instrumental in driving economic growth and development.

These industries may not necessarily make the largest contribution to the region's economy, however their well-developed supply chains enable them to deliver economic benefits across the region.

Industry sector contribution

	OUTPUT	VALUE ADDED	EMPLOYMENT	WAGES & SALARIES
RANKING ↑ ↓	Construction \$2,634.73 million (17.5% of total output)	Mining \$1,366.24 million (18.9%) of total value-added.	Healthcare and social assistance 6,973 jobs (19.8%) to total employment	Healthcare and social assistance \$780.98 million (22.3%) of total wages and salaries
	Manufacturing \$2,400.92 million (15.9% of total output)	Rental, hiring and real estate services \$1,035.58 million (14.4%) of total value-added	Retail trade 4,387 jobs (12.5%) to total employment.	Construction \$400.01 million (11.4%) of total wages and salaries
	Mining \$2,002.93 million (13.3% of total output)	Healthcare and social assistance \$914.34 million (12.7%) of total value-added	Construction 4,083 jobs (11.6%) to total employment	Education and training \$386.62 million (11.0%) of total wages and salaries
	Rental, hiring and real estate services \$1,399.29 million (9.3% of total output)	Construction \$743.82 million (10.3%) of total value-added	Education and training 3,657 jobs (10.4%) to total employment	Public administration and safety \$309.39 million (8.8%) of total wages and salaries
	Healthcare and social assistance \$1,303.70 million (8.6% of total output)	Education and training \$439.42 million (6.1%) of total value-added	Accommodation and food services 2,609 jobs (7.4%) to total employment	Retail trade \$250.34 million (7.1%) of total wages and salaries

Source: Remplan Economy

Core economic drivers in Maitland

Output - The total value of goods and services produced by an industry, including all intermediate and final outputs.

Value added - The net contribution of an industry to the economy, calculated as output minus the cost of inputs (intermediate goods and services).

Employment - The total number of people employed in an industry, measured in terms of jobs (not necessarily full-time equivalent).

Wages and salaries - The total annual income paid to employees in an industry, excluding superannuation and other on-costs.

Local supply

Maitland's regional imports show a clear unmet local demand and gaps in supply chains. While overseas imports are often cheaper, there's a chance to replace some domestic imports with locally made goods and services. Complete substitution is unlikely, but even a small shift in spending back to local suppliers could boost Maitland's economy and support local industries.

Maitland's demand for goods and services from the rest of Australia is valued at \$2.4 billion. This figure represents the inputs used by local industries but sourced from elsewhere in the country. Although replacing all imports isn't realistic, there is an opportunity to expand local supply chain in key sectors. Capturing some of this spending could create local jobs and strengthen the economy.

Opportunities to fill these gaps will be considered when developing an investment attraction strategy.

Population-led growth

Maitland is one of the fastest growing local government areas (LGAs) outside of Greater Sydney and is positioned to supply a significant proportion of future housing for the Hunter region over the long term. The city benefits from multiple urban release areas and development fronts located in the north, south, east and west of the LGA.

The predominant driver of population growth in the city is domestic migration from within the region. People choose to move to Maitland for relative housing affordability in a geographically centralised location.

Maitland's population growth is also contributing to changes in its demographic profile with an influx of younger people and families moving to the area. Cultural diversification has also increased in recent years resulting in a more dynamic city and community. A growing more diverse population also means an ever-increasing labour force with more diverse ideas, skills, and perspectives.

The city's continued growth has resulted in an increased demand for not only specialised population-serving industries, but also in the experience economy. Residents demand local experiences as a way to make their neighbourhood a destination. Instead of having to travel far for engaging activities, they want their own area to be a cultural and social hub, drawing visitors from surrounding areas and building a sense of pride within their own community.

Population, labour force growth and diversification coupled with the availability of well-located developable land will continue to be a significant driver for economic development for the city.

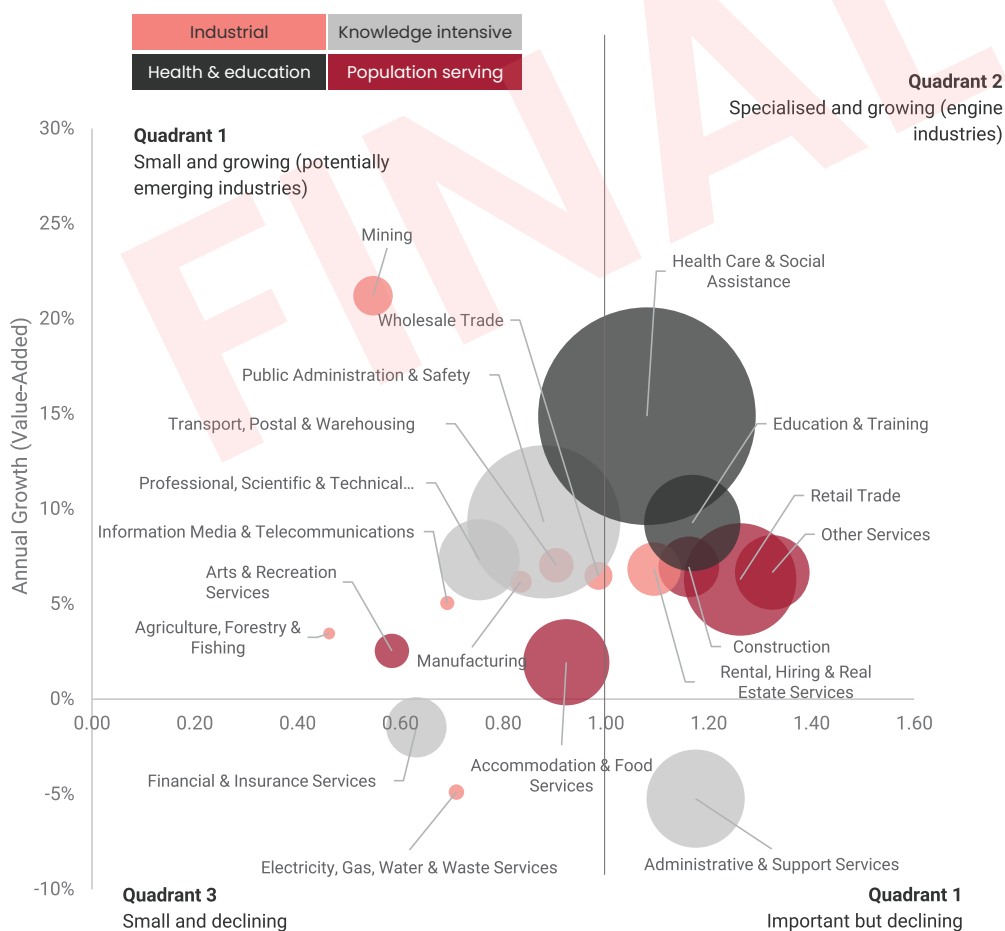


Measuring industry strength

The Hunter region has a well-established history of leveraging its natural endowments to thrive in primary industries and related processing and manufacturing.

The relative strength of each industry is measured using location quotient. Location quotients are a measure of local industry specialisation compared to larger regions. A higher location quotient indicates greater local industry specialisation, though this does not always equate to a significant economic contribution.

Maitland Location Quotient Analysis



- Healthcare and social assistance are Maitland's largest, most specialised and growing industries (quadrant 2).
- Smaller specialised industries are also seeing an emergence in Maitland including more knowledge intensive industries such as public administration and safety, and professional, scientific and technical services (quadrant 1).
- Industries experiencing contraction include administration and support services, and financial and insurance services (quadrants 3 and 4).

Looking ahead: strength in specialisation

Maitland has an opportunity to build on its strengths and develop its workforce capabilities to take advantage of substantial growth within a number of industries and emerging specialisations. These specialisations also relate to the community's aspiration for an economy more focused on wellbeing.

1. Agricultural Technology (Agtech)

Agtech innovations, including robotics, automation, artificial intelligence, and smart sensors, enhance efficiency, sustainability, resilience and profitability in the agriculture, forestry, and fishing sector.

Integrating these technologies can promote local food security, economic stability, and environmental stewardship, contributing to a wellbeing economy that balances productivity with the health of both people and the land.

2. Circular economy

Taking a circular economy approach in waste management reduces waste generation and maximises resource reuse, promoting sustainability across industries. Embracing circular economy principles can drive local business innovation, reduce environmental impact, and create green jobs.

This contributes to a wellbeing economy by fostering a cleaner, more sustainable environment that benefits the community's health and resilience, while supporting long-term economic growth through more efficient resource use.

3. Clean energy

Renewable energy comes from natural sources like the sun, wind, water, and trees – all of which are abundant and can be renewed naturally. Clean energy options, such as solar, wind, and hydro power, are key to moving towards a more sustainable and low-carbon economy. By switching to renewable energy, the region can cut back on fossil fuel use, reduce emissions, and boost energy security.

There's also potential for battery storage to be used at a commercial or community level, helping to make local energy systems more reliable. This would support industries and households, especially as more businesses and homes take advantage of rooftop solar.

These changes can improve overall wellbeing by protecting the environment, lowering energy costs for everyone, and creating jobs in the renewable energy industry, all while building a more inclusive and sustainable economy.

4. Advanced manufacturing

Advanced manufacturing encompasses all aspects of manufacturing, and involves continuous improvements in the supply chain, making it more responsive to market needs.

Innovation in manufacturing also plays a crucial role in the clean energy sector by improving production processes. It focuses on creating high-quality, sustainable products while also enhancing efficiency and reducing waste. In the renewable energy space, this means developing cutting-edge technologies like solar panels, wind turbines, and energy storage systems. By supporting manufacturing methods that are environmentally responsible, we can lower costs, boost product performance, and ensure that renewable energy solutions become more accessible to communities and industries.

The synergy between manufacturing and innovation in clean energy is key to advancing sustainable technology, driving economic growth, and helping communities transition to a low-carbon economy.

5. Health and innovation

Collaboration between health, education, and research can deliver integrated healthcare services that are more responsive to community needs. By investing in skills and infrastructure for health and medical technology, we can improve health outcomes, access to care, and the overall wellbeing of residents.

This specialisation supports a wellbeing economy by fostering a healthier, more productive population, reducing healthcare costs, and creating high-quality jobs in health services, research, and innovation.

6. Defence and innovation

Investment and expansion of the defence industry in Maitland can be supported through partnerships in innovation, advanced manufacturing, and design.

A focus on innovation not only strengthens local manufacturing capabilities but also contributes to a wellbeing economy by fostering environmentally responsible practices and creating skilled, sustainable employment opportunities that enhance both community resilience and regional prosperity.

7. Tourism

The tourism industry creates significant value add and employment in the Hunter region. While Maitland is still developing as a destination, tourism offers significant opportunities for economic diversification and growth. By marketing Maitland and working cooperatively to promote local attractions, history, arts, culture and heritage experiences, tourism can attract visitors, create jobs, and support small businesses.

A thriving tourism industry also helps build community pride and enhances residents' quality of life. Focusing on eco-tourism, regenerative travel and sustainable practices, and acknowledging the traditional custodians through Aboriginal heritage and cultural experiences, will ensure that tourism growth aligns with the goals of people, place and prosperity. This makes tourism an ideal medium for creating and sustaining a wellbeing economy.

8. Knowledge intensive industries

Knowledge intensive industries play a significant role in enhancing wellbeing outcomes. Economically, they offer high paying, skilled jobs that contribute to prosperity, and help reduce poverty and income inequality.

These sectors often lead to greater employment stability, as they rely on specialised skills that can be in demand across global markets, reducing local susceptibility to economic downturns and supporting sustained personal and community wellbeing. In Maitland, they include:

- Public administration and safety
- Administrative and support services
- Information media and telecommunications
- Professional scientific and technical services
- Financial and insurance services

From a social perspective, these industries foster innovation and attract a highly educated workforce, which in turn promotes a culture of learning and adaptability. This environment encourages not only job growth but also upskilling opportunities for local residents, improving their career prospects and economic resilience. These industries also tend to invest in local infrastructure, contributing to better healthcare, education, and public facilities, which directly improve quality of life.

Knowledge-driven industries typically prioritise sustainable and inclusive growth, often contributing to improved environmental outcomes and community health. For example, industries focused on clean technology or digital solutions can reduce resource consumption and waste. This dedication to innovation promotes a healthier, more inclusive environment that serves both economic and wellbeing goals, creating a prosperous community for current and future generations.



Maitland's economic precincts

Overview

Maitland's economic future is anchored by four priority precincts: Central, Eastern, Western and Hinterland. These precincts have been identified for their potential to generate jobs, enhance connectivity, and foster vibrancy across the city.

Each precinct is unique and offers distinct opportunities that reflect its character and identity, whether through urban renewal, emerging entertainment hubs, infrastructure investments, or improvements in housing, arts, culture, and tourism.

Together with key stakeholders, the strengths, weaknesses, opportunities, and threats will be considered and evaluated for each precinct. This analysis will help shape a unique identity and vision for each precinct and set out clear goals to create thriving spaces that draw people in and contribute to a prosperous and connected city.

A good governance and partnership framework will ensure we are focused on delivering the positive social, economic, and environmental outcomes we are all trying to achieve together. Ultimately, this will ensure each of the economic precincts will deliver lasting benefits for the Maitland community, both now and into the future.

The objective of each precinct is to build depth in the Maitland economy to:

- improve the offerings where there is current gaps and unmet demand
- prevent skills leakage
- strengthen networking capabilities
- develop a large-scale innovative network.

The actions in this strategy will focus primarily on increasing commercial depth in four priority precincts:

- **Central Precinct:** Maitland, Telarah, Lorn
- **Eastern Precinct:** East Maitland, Thornton, Chisholm, Tenambit
- **Western Precinct:** Rutherford, Lochinvar, Aberglasslyn
- **Hinterland Precinct:** Tocal, Morpeth, Largs, Luskintyre.

It will also look at the strategic planning for two future growth areas:

- Four Mile Creek, National Pinch Point regionally significant growth area
- Anambah to Branxton regionally significant growth area.



- Local Centre
- Neighbourhood Centre
- Strategic Centre
- Town Centre
- Town Centre (planned)

- Central Precinct
- Eastern Precinct
- Western Precinct
- Hinterland Precinct

- Anambah to Branxton RSGA
- National Pinch Point RSGA
- Hunter River
- New England Highway

Timing:

- Short term: <4 years
- Medium term: 5 - 8 years
- Long term: 9> years

Central Precinct

Central Maitland is this precinct's strategic centre and is supported by Telarah and Lorn.

At the heart of Maitland lies the Central Precinct, a vibrant area steeped in history and culture. Rich in heritage buildings, this precinct offers exciting opportunities for urban renewal, blending the old with the new. By developing an arts and cultural hub, the Central Precinct aims to create a lively, engaging atmosphere that attracts residents, visitors, and businesses alike, becoming a cornerstone of Maitland's cultural and social identity.

While the economic impact of the heritage sector is often underestimated due to a lack of data, heritage tourists tend to stay longer, visit more locations, and spend significantly more than other tourists, making their economic impact much greater. Benefits can include small business development, city revitalisation, increased property values, and job creation. A Heritage Policy could guide Maitland City Council in the effective management of its heritage items, and which assets could be leveraged for the benefit of the community, economy and environment.

Central Maitland has been identified as a strategic centre in the Hunter Regional Plan 2041. This designation makes Central Maitland a key focus of the NSW Government in the Hunter region, with actions relating to increasing housing and employment, facilitating urban renewal, and

strengthening the area's role as the focal point for the broader Maitland community. While there are these clear actions, alongside many other opportunities for future economic growth, the Central Precinct faces significant constraints from flooding. Therefore, investment in a high-level flood evacuation route for Maitland is crucial. Until the risks associated with flooding can be adequately managed, it will be difficult to fully realise the opportunities in this precinct.

The Central Maitland Structure Plan sets out a vision and key strategies for this precinct. Several key investigation actions have been carried out; however, the plan now requires a revision to address flooding and the need for a high level evacuation route. Only then can we 'create a diverse, vibrant community life in Central Maitland and reinforce its role as the major regional centre, second only to Newcastle.'

Connectivity:

- New England Highway connecting to Cessnock, Singleton, Upper Hunter to the north-west and Newcastle to the south-east
- Railway station at High Street, Maitland, Telarah
- Athel D'Ombra Drive – alternate inner-city route
- MR195 connecting back to the Hunter Expressway



Key endowments of Central Precinct:

CORE ECONOMIC DRIVERS (19 SECTOR LEVEL)	ENDOWMENTS
Public administration and safety	<ul style="list-style-type: none"> Maitland City Council / Maitland Administration Centre State Government agencies
Education and training	<ul style="list-style-type: none"> Private, Catholic and public primary and secondary schools Registered training organisations
Healthcare and social assistance	<ul style="list-style-type: none"> Old Maitland Hospital Social and community service providers
Tourism and lifestyle Retail trade Accommodation and food services Arts and recreation services	<ul style="list-style-type: none"> High Street and The Levee lifestyle precinct Commercial, retail and hospitality offering High concentration of experiences, entertainment, events and activations including laneways, businesses in the going out (nighttime) economy Maitland Visitor Information Centre Maitland Regional Sportsground and Maitland Regional Athletics Centre and Harold Gregson Reserve (recreational vehicle parking and electric vehicle charging stations) Maitland Town Hall Maitland Repertory Theatre Maitland Regional Art Gallery and private galleries Grossmann and Brough House Earth Markets Maitland Lorn mixed-use precinct, public recreation areas and 'beach' River frontage and Riverside Walk Walka Water Works Recreation Area Maitland Park Maitland Aquatic Centre Maitland Showground Rural aspect, Hunter River, floodplains and rich alluvial lands Heritage buildings – heritage items and contributory items register (GML) Aboriginal heritage Tourist accommodation for 535 people Short-term rental accommodation
Professional, scientific and technical services	<ul style="list-style-type: none"> Accounting and financial services Legal and conveyancing Real estate agents
Urban release area: Gillieston Heights	<ul style="list-style-type: none"> Approximately 3,000 planned residential lots

Eastern Precinct

East Maitland is this precinct's strategic centre and is supported by Thornton, Chisholm, and Tenambit.

The Eastern Precinct in Maitland is a gateway to opportunity, with a growing population and strategic location near major transport corridors, the Maitland Hospital, established retail and employment hubs, and an extensive open space network. This area has been identified as a key catalyst area for development in the Hunter region.

While the precinct is well connected from the south-east to the north-west, the New England Highway creates a barrier to active movement due to heavy traffic and complex intersections. Victoria Street and Metford stations offer access to the Hunter railway line, however much of the area is outside a 10-minute walk from these stations. Bus services improve connectivity, but pedestrian and cyclist pathways are often disconnected or unsafe, especially at key intersections. Metford Road and other busy roads like Raymond Terrace and Chelmsford Drive present challenges for safe movement and limited pedestrian facilities.

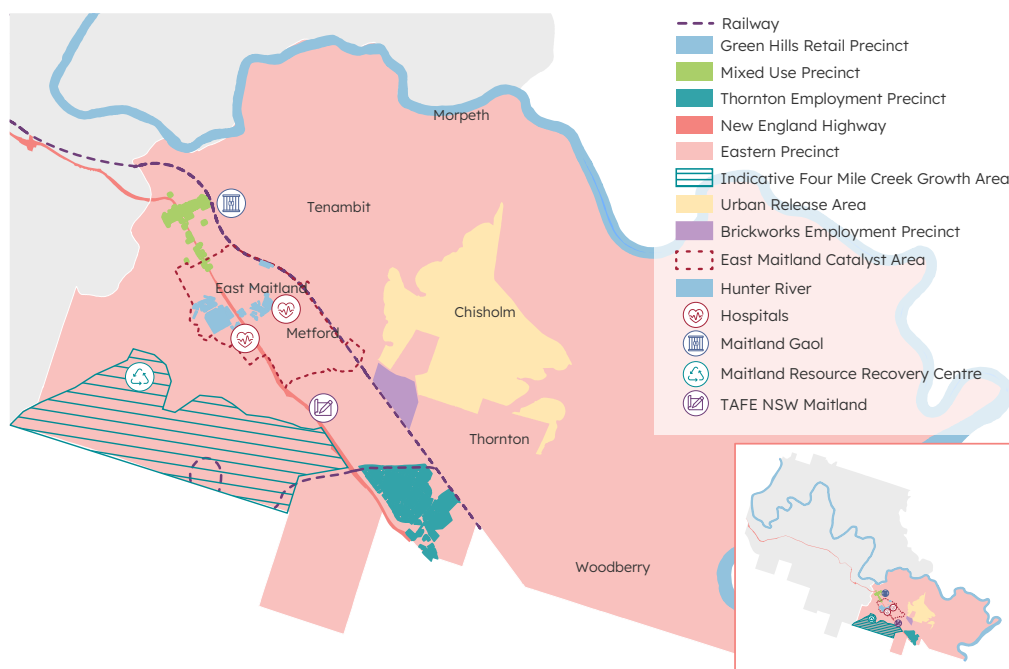
As part of the proposed Employment Land Strategy, the Four Mile Creek Growth Area (see page 40) will be further investigated for its potential to repurpose former mining land and existing infrastructure, supporting a transition to diverse and future-focused land uses.

Strategic planning with a holistic approach is crucial for the precinct for it to thrive as an inclusive, connected, safe and sustainable community that balances residential and economic growth with environmental responsibility. It should feature interconnected neighbourhoods with enhanced employment, recreation, and social centres, alongside protected environmental areas.

Council is supportive of a health and innovation precinct, centred around the new Maitland Hospital, with diverse housing options for all stages of life. Improved infrastructure will support safer movement, while sustainable development will ensure long-term health for both the community and environment. The overall vision fosters a resilient, vibrant, and interconnected community for people to live, work, and prosper.

Connectivity:

- New England Highway
- Weakleys Drive
- Railway stations at Thornton, Metford, Victoria Street, East Maitland
- Major upgrades to the Pacific Highway will help improve connection between Newcastle and Maitland



Key endowments of Eastern Precinct:

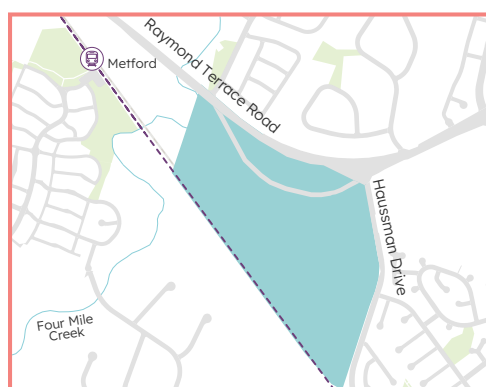
CORE ECONOMIC DRIVERS (19 SECTOR LEVEL)	ENDOWMENTS
Education and training	<ul style="list-style-type: none"> TAFE NSW Maitland Private, Catholic and public primary and secondary schools
Healthcare and social assistance	<ul style="list-style-type: none"> Maitland Hospital Maitland Private Hospital Surrounding specialist medical services
Tourism and lifestyle Retail trade Accommodation and food services Arts and recreation services	<ul style="list-style-type: none"> Green Hills retail precinct Melbourne Street, Lawes Street, High Street (mixed-use precinct) Short term visitor accommodation Maitland Gaol (heritage listed) Tenambit BMX Track East's Leisure and Golf Club, East Maitland Bowling Club Cooks Square Park
Electricity, gas, water and waste services	<ul style="list-style-type: none"> Maitland Resource Recovery Facility Hunter Renewable Energy Zone
Mining	<ul style="list-style-type: none"> Bloomfield Colliery with rail loop
Employment lands	<ul style="list-style-type: none"> Thornton Brickworks Employment Precinct Thornton Industrial Precinct East Maitland Catalyst Area
Urban release areas	<ul style="list-style-type: none"> Thornton North and Chisholm (5,000 planned residential lots)

Thornton Brickworks Employment Precinct

Thornton Brickworks Employment Precinct is a 48-hectare site in the Eastern Precinct, adjoining the growing residential areas of Chisholm and Thornton. Formerly the Thornton Clay Quarry and Brickmaking Facility, the site was rezoned in 2023 to E3 Productivity Support and C3 Environmental Management, enabling a mix of business, warehouse, and specialised retail uses while preserving biodiversity and vegetation.

With proximity to the East Maitland Catalyst Area and key transport links, the site is strategically positioned to support employment opportunities for the local and regional community.

Prior to the site being developed, a Development Control Plan (DCP) is required and will be prepared in the short term to provide detailed guidelines for the planning, design and assessment of proposed developments within the precinct.

**Timing:** Short term

- DCP currently being finalised
- Key consideration - biodiversity corridors
- Development application expected 2026

Western Precinct

Rutherford is this precinct's strategic centre and is supported by Lochinvar.

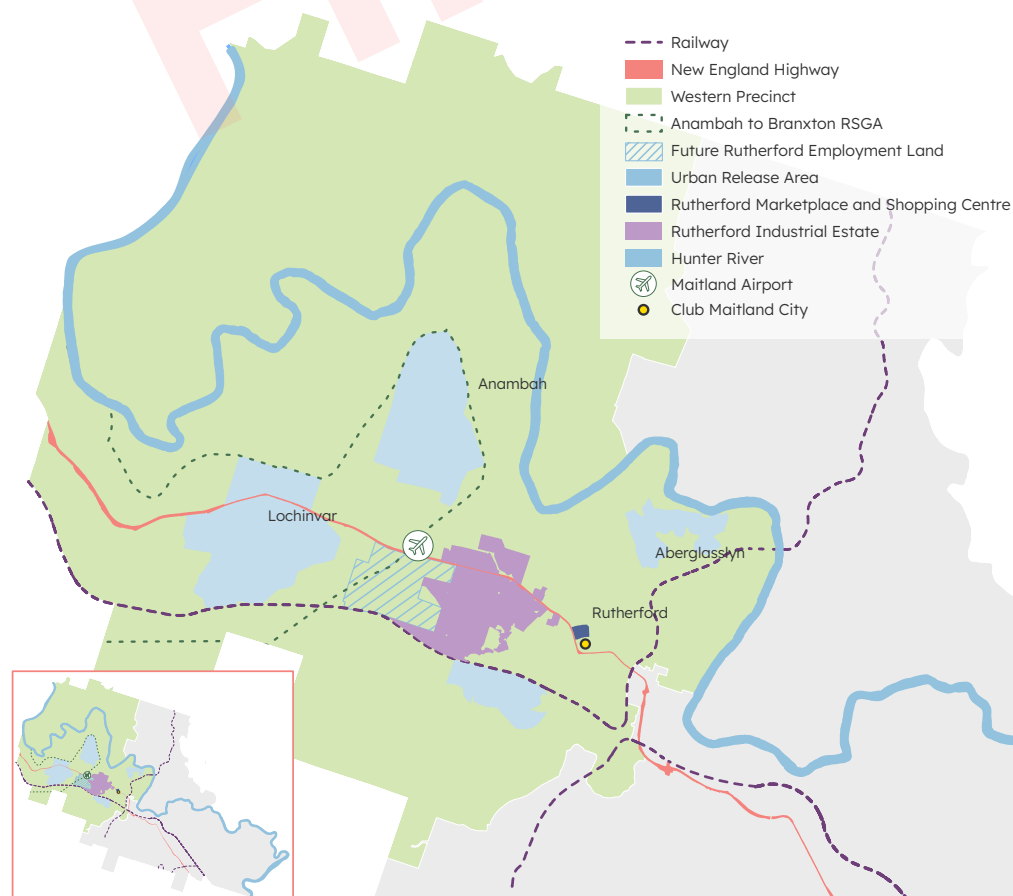
The Western Precinct encompasses established communities such as Rutherford and Telarah, along with urban release areas like Aberglasslyn, Lochinvar, Anambah, and Farley. The population is projected to grow substantially by 2040, to over 40,700. Rutherford town centre provides essential services and has the potential to become a vibrant hub, and presents a canvas for transformation, characterised by its industrial lands and untapped potential.

Through innovative urban renewal projects, this precinct can revitalise underutilised areas, turning them into dynamic economic zones. As a centre for growth and development, the Western Precinct will support new industries, create jobs, and strengthen Maitland's position as a competitive regional economy.

A precinct plan will guide the development of residential, commercial, and infrastructure projects, shaping the future character of the area and strengthening connections with Maitland's rural areas and the Upper Hunter Region.

Connectivity:

- New England Highway
- Railway station at Lochinvar
- Hunter Valley Wine Country



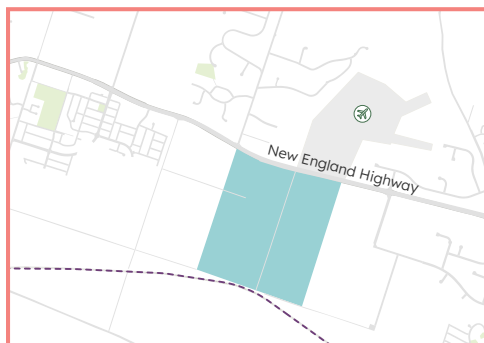
Key endowments of Western Precinct:

CORE ECONOMIC DRIVERS (19 SECTOR LEVEL)	ENDOWMENTS
Manufacturing	<ul style="list-style-type: none"> Rutherford industrial estate
Education and training	<ul style="list-style-type: none"> Registered training organisations Hunter Trade College
Transport, postal and warehousing	<ul style="list-style-type: none"> Maitland Airport Road freight transport
Tourism and lifestyle Retail trade Accommodation and food services Arts and recreation services	<ul style="list-style-type: none"> Rutherford Marketplace Rutherford Shopping Centre Club Maitland City Short-term visitor accommodation Rural aspect and access to the hinterland Sport, recreation and tourism experiences
Employment lands	<ul style="list-style-type: none"> Dalmore Park Business and Innovation Precinct
Zoned urban release areas	<ul style="list-style-type: none"> Lochinvar (5,000 planned residential lots) Anambah (3,500 planned residential lots) Farley (1,500 planned residential lots) Aberglasslyn (1,500 planned residential lots)

Dalmore Park Business and Innovation Precinct

Dalmore Park Business and Innovation Precinct is a 150-hectare site in the Western Precinct, located to the west of the established Rutherford Industrial Park. The site is zoned both E3 Productivity Support and C3 Environmental Management, enabling a diverse mix of business, warehouse and light industrial. A key focus is attracting investment from industries including renewable energy, circular economy, high technology manufacturing, defence, education and healthcare. A key focus is drawing upon the principles of Ecologically Sustainable Development to value add and provide a high-end precinct attracting local, state and national business, investment and talent to the region.

The site has significant strategic merit with 1.5km exposure to the New England Highway and Maitland Airport located immediately opposite. There's direct rail access to the south, ready access to existing and emerging population catchments and limited development constraints – all within 190km of Sydney.



Prior to the site being developed, a Development Control Plan (DCP) is required and will be prepared in the short term to provide detailed guidelines for the planning, design and assessment of proposed developments within the precinct.

Timing: Short term

- Key consideration – New England Highway intersection
- DCP to be prepared in 2025
- Development application expected 2026

Hinterland Precinct

The Hinterland follows the river from Morpeth to Largs, north to Tocal and across to Luskintyre.

The Hinterland Precinct combines rich natural assets, a strong agricultural heritage, and significant economic potential. The Hunter River has been the main driver of economic output for the Hunter Region for tens of thousands of years, and Maitland's river plains are some of the richest and most productive soil in NSW.

The precinct supports a variety of activities, including agriculture, tourism, and rural industries, contributing nearly \$33 million to the local economy annually. Maitland is among the top 10 LGAs in NSW for cultivated turf, egg production, and pumpkin farming. It also features livestock farms, grain growers, and key infrastructure that support economic growth and wellbeing.

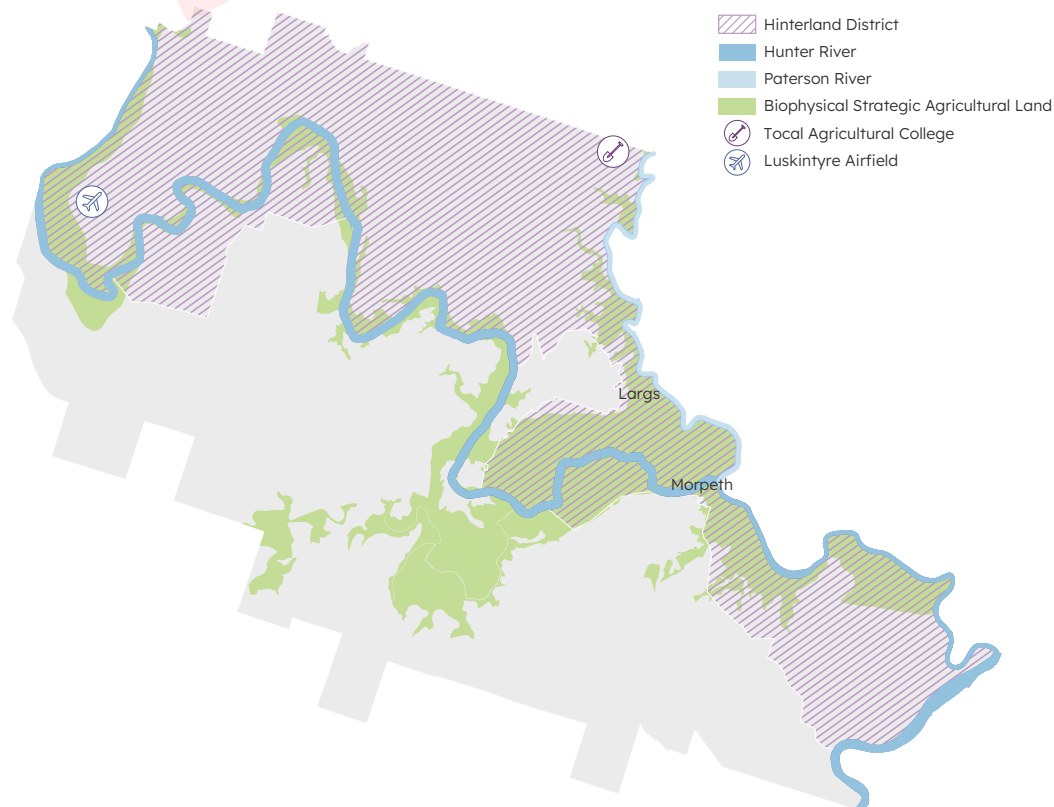
The community values the city's natural assets, so identifying, protecting, and managing the rural and environmental land is a key priority identified in the Maitland Rural Land Strategy. It recognises the important contribution of rural land to the local and regional economy and supports its diversification, particularly employment opportunities.

The development of shared pathways, trails and cycleways will maximise access to key destinations and facilities, while providing a way to experience the local environment and its history. There is also the opportunity to develop agritourism experiences with neighbouring LGA's Dungog and Port Stephens.

Tocal College, located within the precinct, is a NSW Government registered training organisation operated by the NSW Department of Primary Industries and Regional Development (DIPRD). The college plays a pivotal role as a hub for agriculture, education, workforce training and development, and industry diversification through innovation and collaboration.

Connectivity:

- Hunter and Paterson Rivers
- Paterson Road, Tocal Road, Maitland Vale Road
- Dungog and Port Stephens



Key endowments of Hinterland Precinct:

CORE ECONOMIC DRIVERS (19 SECTOR LEVEL)	ENDOWMENTS
Agriculture, forestry and fishing	<ul style="list-style-type: none">• Rural and farmland• Livestock including sheep, beef, dairy cattle, poultry• Grain growing• Turf farms• Market garden and truck farms• Hunter and Paterson Rivers
Education and training	<ul style="list-style-type: none">• Tocal College
Tourism and lifestyle	<ul style="list-style-type: none">• Farm and agritourism experiences including farm gates
Retail trade	<ul style="list-style-type: none">• Farm stay accommodation and nature retreats
Accommodation and food services	<ul style="list-style-type: none">• Eco-tourism and nature experiences
Arts and recreation services	<ul style="list-style-type: none">• Winery and cellar doors• Villages, scenic drives, historic bridges• Luskintyre Airfield• Rural aspect and access to the hinterland• Tocal Homestead



Planning for future precincts

Four Mile Creek National Pinch Point Regionally Significant Growth Area

The Four Mile Creek Growth Area represents a vital corridor for economic and infrastructural evolution, positioned at the intersection of Maitland, Cessnock, and Newcastle. With its strategic location at the convergence of key national road and rail routes - including the M1 Pacific Highway, Hunter Expressway, New England Highway, Main Northern rail line, and the North Coast rail line - this area offers unparalleled connectivity for passenger and freight transport across the Hunter region, Sydney, Brisbane, and beyond.

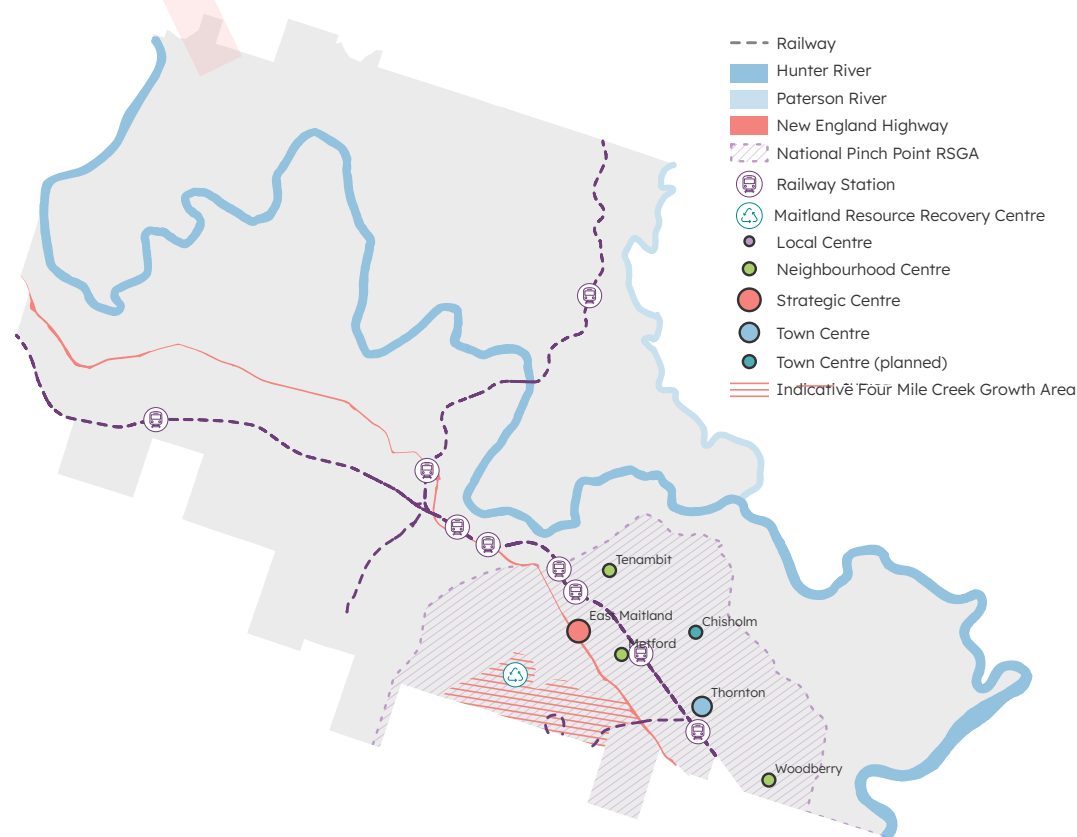
This growth area aligns with the regional strategy to diversify the economy, leveraging transformative opportunities in mining and energy sectors. Local initiatives will focus on upskilling and reskilling the workforce, creating policies for repurposing mining land and assets, and utilising the Royalties for Rejuvenation Fund to drive economic diversification.

Greenfield areas near this pinch point, such as Thornton, Chisholm, Minmi, Hydro, and Wallsend, will continue to provide housing and employment opportunities, with transport infrastructure playing a critical role in their success. New employment land proposals in this corridor will capitalise on interregional transport links, supporting economic growth and resilience while fostering liveable, sustainable communities.

Council is in the process of developing its Local Urban Development Program (LUDP) to monitor the supply of residential and employment land across the city. Identification of any additional employment land and determination of timing is subject to finalisation of Council's Employment Land Strategy.

Timing: Short to long term

- Master plan for the entire precinct
- Reclassification
- Site rehabilitation



Anambah to Branxton Regionally Significant Growth Area

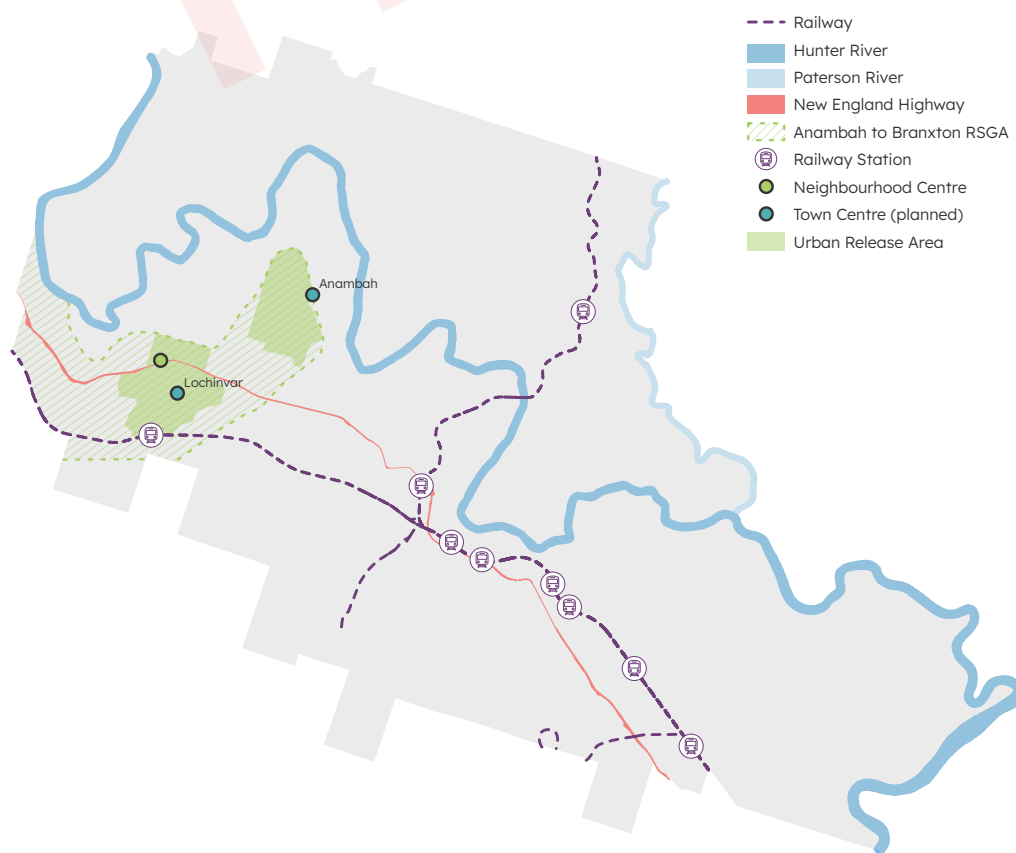
The Anambah to Branxton Regionally Significant Growth Area encompasses parts of Maitland, Cessnock, and Singleton. This corridor represents a unique opportunity for coordinated growth, balancing commercial, employment, and residential expansion with strategic infrastructure investment. Positioned at the convergence of the New England Highway, Hunter Expressway, and Main Northern rail line, the area is ideally located for future connectivity and accessibility.

Collaboration between Maitland, Cessnock and Singleton Councils, NSW Government's Planning Group, and other key agencies, will be essential to ensure a cohesive approach to planning. As new town centres emerge and develop, careful consideration of infrastructure capacity and

sequencing will be crucial to support liveable neighbourhoods, optimal housing densities, and reduced car dependency. Updating the Local Housing Strategy and the Local Strategic Planning Statement will further align local and regional objectives, setting a strong foundation for sustainable and integrated growth.

Timing: Short term

- Completion of background studies to inform the creation of a structure plan
- Preparation of structure plan







Strategic priorities

This strategy embraces the opportunities and challenges with a vision for inclusive growth. By prioritising community health and wellbeing, enhancing education, and attracting investment in high-value and emerging industries, Maitland aims to ensure prosperity is shared by all residents.

By fostering a diverse local economy and promoting vibrant community life, we aim to shape a thriving city. Our shared vision creates opportunities for work, personal growth, and engaging activities, enriching daily experiences and overall wellbeing.

The four focus areas of the Economic Development Strategy that will help to achieve our shared vision for a connected city with thriving communities are:



People and
future skills



Thriving and
connected
places



Innovative
and diverse
economy



Productive
and equitable
partnerships






People and future skills

Provide access to a diverse range of education, lifelong learning and training options to equip the people of Maitland with future-ready skills that connect them with local employment opportunities. Actions here aim to support a balanced lifestyle and address local economic and community needs.

1.0	PEOPLE AND FUTURE SKILLS	DELIVER	PARTNER	ADVOCATE
1.1	Knowledge: Prepare Maitland's people for jobs of the future by fostering inclusive, well-defined education pathways that align with emerging economic needs and lead to local employment.			
1.1.1	Build partnerships with key education stakeholders to increase Year 12 or equivalent completion rates among young people.	✓	✓	✓
1.1.2	Attract investment in education facilities to support population growth and meet future skill demands.			✓
1.1.3	Increase youth participation in education through targeted, accessible programs that align with future workforce needs.	✓	✓	✓
1.1.4	Enhance Council's engagement and collaboration with the local Aboriginal community to foster cultural inclusion and skills development.	✓	✓	✓
1.2	Skills: Develop a skilled, adaptable workforce that aligns with the needs of Maitland's economy and fosters capabilities that contribute positively to local wellbeing and prosperity.			
1.2.1	Encourage more people to gain qualifications in engine industries to support emerging markets and skill requirements.			✓
1.2.2	Promote the industry specialisations that align with Maitland's future economic and workforce needs.	✓	✓	✓
1.2.3	Nurture and support innovators, entrepreneurs, and start-ups by facilitating and supporting initiatives that drive skills development and business growth.	✓	✓	✓
1.3	Movement: Expand opportunities for residents to access work, education, and recreation close to home, enhancing community connectivity and fostering a balanced, fulfilling lifestyle in Maitland.			
1.3.1	Advocate for opportunities that support the community's needs for a liveable, walkable city, and improve accessibility, sustainability and quality of life.	✓	✓	✓
1.3.2	Encourage local businesses and educational institutions to establish satellite offices, co-working spaces, and learning hubs in proximity to residential areas, fostering access to skills development and job opportunities.			✓
1.3.3	Develop an integrated transport network that connects neighbourhoods to key destinations, enabling access to education and employment opportunities.	✓	✓	✓
1.3.4	Safeguard employment land and create more opportunities for people to work locally, enhancing skill development and reducing commute times.	✓		✓

Indicators

Indicators are used to track progress and performance against our strategy objectives and to guide our decision-making. They are grouped under each wellbeing domain to help us know where wellbeing improves in Maitland over time. While an indicator sits under one domain, many are also relevant to other domains.

WELLBEING DOMAINS	OBJECTIVE	INDICATORS
Education Belonging 	1.1 Knowledge	Completion rate of Year 12 or equivalent. Value of education related Development Applications and State Significant Developments approvals. Education levels of over 15 years olds. Number of Aboriginal and Torres Strait Islander people engaged on Council projects..
Education 	1.2 Skills	Skilled labour pool with an education diploma and above. Percentage of the jobs within identified industry specialisations. Number of active businesses in Maitland LGA. Number of employment opportunities offered within the LGA.
Connection Economic Time 	1.3 Movement	Local jobs ratio. Number of meetings held to discuss our advocacy position. Number of strategic and business hubs (economic precincts). Percentage of housing within 800 meters of a train stop or 400 metres of a bus stop. Percentage of residents using active and public transport options. Community survey respondents agreed there are meaningful employment opportunities across Maitland.







Thriving and connected places

Enhance Maitland's liveability and appeal by improving connectivity, investing in the environment, and creating vibrant, diverse spaces and experiences that foster community wellbeing and resilience.

2.0	THRIVING AND CONNECTED PLACES	DELIVER	PARTNER	ADVOCATE
2.1	Connectivity: Improve connectivity for people and places both day and night, strengthening business networks and creating opportunities to experience, engage, and move throughout Maitland's community.			
2.1.1	Strengthen and expand economic precincts to enhance local supply chains, boost productivity, and foster sustainable growth.	✓	✓	✓
2.1.2	Facilitate collaboration among tourism operators, arts, cultural, and hospitality businesses to create synergies that contribute to a vibrant local economy.	✓	✓	✓
2.1.3	Increase opportunities for businesses and industries to connect, build capacity, and collaborate, fostering a dynamic and resilient business community.	✓	✓	
2.2	Sustainability: Drive sustainable and resilient economic growth to support a healthy ecosystem and strengthen the wellbeing of people and place.			
2.2.1	Attract investment from green industries, supporting sustainable economic development and environmental responsibility.	✓	✓	✓
2.2.2	Plan and design economic precincts to enhance resilience, reduce vulnerability, and ensure businesses are prepared for natural disasters or economic downturns.	✓		✓
2.2.3	Encourage businesses to adopt sustainable practices through targeted education programs, driving long-term environmental and economic benefits.	✓	✓	✓
2.3	Vibrancy: Create vibrant communities by developing dynamic spaces and experiences that celebrate diversity and culture and promoting a sense of belonging.			
2.3.1	Grow investment in unique experiences, events, and bookable products, contributing to the vibrancy and sustainability of the destination.	✓	✓	
2.3.2	Promote Maitland to increase visitation and spending in key destinations, enhancing the vibrancy of places and spaces during both day and night.	✓	✓	
2.3.3	Activate public spaces to create safe, inclusive, and welcoming hubs, fostering community engagement and enhancing the vibrancy of economic precincts.	✓	✓	
2.3.4	Facilitate the development of cultural experiences that respect and celebrate diverse heritage, strengthening community identity and pride.	✓	✓	✓

Indicators

Indicators are used to track progress and performance against our strategy objectives and to guide our decision-making. They are grouped under each wellbeing domain to help us know where wellbeing improves in Maitland over time. While an indicator sits under one domain, many are also relevant to other domains.

WELLBEING DOMAINS	OBJECTIVE	INDICATORS
		
Connection Economic Belonging Education 	2.1 Connectivity	Industry productivity (value add per-worker per or sector). Number of business events facilitated or supported annually to provide visitor economy businesses and the creative industries with an opportunity to learn, network and grow. Number of business events facilitated or supported annually to provide small business with an opportunity to learn, network and grow.
Sustainability Economic Education 	2.2 Sustainability	Number of new businesses registered in target industries. Economic diversity in economic precincts. Percentage of business survey respondents that have a continuity or disaster plan in place. Number of sustainability education programs delivered or supported by Council that are available to members of the business community.
Economic Belonging Safety 	2.3 Vibrancy	Number of experiences, events and accommodation. Total value of grants received for experiences and events linked to Maitland's Priority Destination Hubs or Destination Management Plan. Total annual visitation and expenditure. Night-time economy maturity. Community survey respondents were satisfied with place activation. Community survey respondents agreed they are satisfied with community and cultural programs.



Innovative and diverse economy

Foster creativity, entrepreneurship, and collaboration through strategic marketing, investment attraction, and innovation precincts to position Maitland as a thriving hub for economic growth, business opportunities, and technological advancement.

3.0	INNOVATIVE AND DIVERSE ECONOMY	DELIVER	PARTNER	ADVOCATE
3.1	Identity: Build a strong and positive city identity through strategic marketing and communications to enhance Maitland's reputation and position it as a vibrant, dynamic place to live, work, invest and visit.			
3.1.1	Facilitate meaningful engagement with key stakeholders to shape a strong city identity, foster a sense of belonging, and build community pride.	✓		
3.1.2	Enhance Maitland's identity and awareness to position it as the destination of choice for investors, developers, employers, and visitors.	✓	✓	
3.1.3	Partner with stakeholders to raise Maitland's profile in target markets, driving engagement through collaborative initiatives and shared goals.	✓	✓	
3.2	Investment: Leverage Maitland's unique competitive advantages to attract and enable investment, stimulate visitation, and create diverse employment opportunities, driving sustainable economic growth and enhancing the city's long-term prosperity.			
3.2.1	Attract strategic investment that enables business opportunities, supports economic growth, and increases local job creation.	✓	✓	
3.2.2	Support local businesses to grow, diversify, and increase their output, stimulating economic activity and encouraging increased visitation.	✓	✓	
3.2.3	Protect employment lands and industrial precincts through strategic land-use planning and regulation, ensuring long-term economic sustainability.	✓		
3.3	Innovation: Cultivate creativity and entrepreneurship by establishing collaborative economic precincts that foster innovation and position Maitland as a hub for forward-thinking industries and technological advancement.			
3.3.1	Promote and support innovative technologies and sustainable practices that reduce environmental impact and enhance Maitland's reputation as a forward-thinking city.	✓	✓	✓
3.3.2	Create and deliver business development opportunities that foster innovation, collaboration, and capacity building within key industries.	✓	✓	✓
3.3.3	Facilitate the establishment of innovation hubs within economic precincts, supporting the growth of emerging industries and technological advancements.	✓	✓	✓

Indicators

Indicators are used to track progress and performance against our strategy objectives and to guide our decision-making. They are grouped under each wellbeing domain to help us know where wellbeing improves in Maitland over time. While an indicator sits under one domain, many are also relevant to other domains.

WELLBEING DOMAINS	OBJECTIVE	INDICATORS
		
Economic Governance Belonging 	3.1 Identity	Number people engaged on projects. Business survey respondents overall opinion of Maitland as a place to conduct business. Number of co-operative marketing initiatives facilitated by Council.
Economic 	3.2 Investment	Value of non-residential building approvals including Development Applications/Complying Development Certificates and State Significant Developments. Business growth within industry specialisations. Percentage of business survey respondents reporting increased annual turnover. Hectares of land retained or added for employment purposes.
Economic Sustainability Education 	3.3 Innovation	Number of new businesses. Number of events and initiatives facilitated or supported annually to provide start-ups and entrepreneurs in target industries with an opportunity to learn, network and grow. Number of investment ready employment sites enabled through planning.







Productive and equitable partnerships

Create a resilient and inclusive economy by partnering with local business and key stakeholders to foster a local-first approach that builds community wealth, strengthens identity, and drives sustainable growth.

4.0	PRODUCTIVE AND EQUITABLE PARTNERSHIPS	DELIVER	PARTNER	ADVOCATE
4.1	Productivity: Stimulate demand and strengthen the local economy through strategic partnerships that drive growth and enhance the competitiveness of Maitland's industries to create lasting economic impact.			
4.1.1	Increase collaboration among local businesses to enhance supply chain efficiency, boost demand, and improve overall productivity.	✓	✓	
4.1.2	Deliver targeted support programs for small businesses that focus on increasing productivity, enhancing skills, and fostering sustainable growth.	✓		
4.1.3	Partner with key stakeholders to position the city as a preferred destination for investment, driving long-term economic growth and opportunity.	✓	✓	
4.2	Advocacy: Seek support for city shaping priorities that strengthen Maitland's identity, foster economic growth, and attract support from key stakeholders to ensure long-term prosperity and enhanced community outcomes.			
4.2.1	Secure funding for city-shaping infrastructure and initiatives that will drive economic development and improve the quality of life for residents.			✓
4.2.2	Develop and implement an Partnerships and Advocacy Action Plan to engage stakeholders and influence positive economic outcomes that benefit the broader community.	✓		✓
4.2.3	Establish an Economic Development Sub-Committee/ Reference Group to guide decision-making and ensure community-driven approaches to economic growth and equity.	✓		
4.3	Equity: Support a local-first approach that builds community wealth and empowers individuals and businesses to contribute to a resilient, inclusive economy that fosters long-term sustainability and equity for all residents of Maitland.			
4.3.1	Identify, develop, and leverage economic precincts, business networks and community assets to foster a more equitable, inclusive, and sustainable local economy.	✓	✓	✓
4.3.2	Improve engagement with minority groups to ensure that opportunities are accessible, equitable, and tailored to the diverse needs of the community.	✓		
4.3.3	Support and attract investment in Aboriginal-led projects that improve social wellbeing, create economic opportunities, and reduce inequality, ensuring long-term positive impacts.	✓		

Indicators

Indicators are used to track progress and performance against our strategy objectives and to guide our decision-making. They are grouped under each wellbeing domain to help us know where wellbeing improves in Maitland over time. While an indicator sits under one domain, many are also relevant to other domains.

WELLBEING DOMAINS	OBJECTIVE	INDICATORS
		
Economic 	4.1 Productivity	Percentage of business survey respondents who are active members of one or more business groups. Industry productivity (value-added per worker or sector). Number of businesses participating in Council's business development program. Strategic partnerships and business networks.
Economic Belonging Governance 	4.2 Advocacy	Value of grant investment in the city. Community infrastructure index score. Overall quality of life in Maitland. Diverse industry representatives on the Committee/ Reference Group.
Governance Belonging Connection Education Sustainability 	4.3 Equity	Maitland LGA unemployment rate. Australian Digital Inclusion Index for Maitland. Socio Economic Indexes for Areas (SEIFA) score for Maitland. Number of Aboriginal led projects supported annually via funding or in-kind resources.

Appendix

1. Glossary

ADVOCACY AND PARTNERSHIPS ACTION PLAN – A plan to promote Maitland’s needs and attract funding and support from government and industry.

ADVANCED MANUFACTURING – High-tech production that uses automation, robotics, and digital technologies to improve efficiency and quality.

AGRICULTURAL TECHNOLOGY (AGTECH) – Technology and innovations that improve farming, agriculture, and food production.

CIRCULAR ECONOMY – A system that reduces waste by reusing, recycling, and repurposing materials instead of throwing them away.

CLEAN ENERGY – Energy sources like solar and wind power that do not harm the environment.

ECO-TOURISM – A type of tourism that focuses on experiencing and preserving natural environments in a responsible way.

ECONOMIC DIVERSIFICATION – Expanding Maitland’s economy by developing future industries alongside existing ones to reduce reliance on any single sector.

ECONOMIC PRECINCT – A specific geographic area in Maitland designed to support business growth, jobs, and community development.

ENDOWMENT – The natural resources or characteristics that make a place unique and valuable.

EMPLOYMENT LANDS – Land set aside for businesses, warehouses, and factories to support jobs and economic growth.

EQUITABLE PARTNERSHIPS – Collaboration between businesses, government, and the community to create fair and inclusive economic opportunities.

GAP ANALYSIS – A study that identifies missing industries or services in Maitland and how they can be improved.

GROSS REGIONAL PRODUCT – GRP is the total value of final goods and services produced in the region over the period of one year.

INNOVATION HUB – A place where businesses, researchers, and entrepreneurs collaborate to create new ideas and technology.

FINAL

KNOWLEDGE INTENSIVE INDUSTRY – Industries that rely on skilled workers, education, and research, such as finance, healthcare, and technology.

LIVEABILITY – The overall quality of life in Maitland, including housing, jobs, transport, and recreation.

LOCATION QUOTIENT – A way to measure how concentrated an industry is in Maitland compared to a larger region.

PRECINCT PLANNING – A detailed plan for how a specific area in Maitland should grow, including housing, transport, and business development.

REGENERATIVE TRAVEL – A sustainable approach to tourism that actively improves the environment, culture, and communities visited.

STRATEGIC INVESTMENT – Targeted funding and resources used to grow key industries and attract new businesses to Maitland.




TRIPLE BOTTOM LINE – A way to measure success based on three factors: economic growth, environmental sustainability, and social wellbeing.

URBAN RENEWAL – Upgrading and redeveloping areas to improve their economic and social value.

VALUE ADDED – The increase in economic worth when a business improves a product or service before selling it.

WELLBEING ECONOMY – An economy that prioritises people's health, happiness, and environmental sustainability, not just financial growth.




2. Economic Development Strategy Indicators

FOCUS AREA	WELLBEING DOMAINS	PRIORITY		OBJECTIVE	
1. People and future skills	Belonging Education Economic 	1.1	Knowledge	1.1.1	Build partnerships with key education stakeholders to increase Year 12 or equivalent completion rates among young people.
	1.1.2			Attract investment in education facilities to support population growth and meet future skill demands.	
	1.1.3			Increase youth participation in education through targeted, accessible programs that align with future workforce needs.	
	1.1.4			Enhance Council's engagement and collaboration with the local Aboriginal community to foster cultural inclusion and skills development.	
	Education Economic 	1.2	Skills	1.2.1	Encourage more people to gain qualifications in engine industries to support emerging markets and skill requirements.
	1.2.2			Promote the industry specialisations that align with Maitland's future economic and workforce needs.	
	1.2.3			Nurture and support innovators, entrepreneurs, and start-ups by facilitating and supporting initiatives that drive skills development and business growth.	
	Connection Economic Time 	1.3	Movement	1.3.1	Advocate for opportunities that support the community's needs for a liveable, walkable city, and improve accessibility, sustainability and quality of life.
	1.3.2			Encourage local businesses and educational institutions to establish satellite offices, co-working spaces, and learning hubs in proximity to residential areas, fostering access to skills development and job opportunities.	
	1.3.3			Develop an integrated transport network that connects neighbourhoods to key destinations, enabling access to education and employment opportunities.	
	1.3.4			Safeguard employment land and create more opportunities for people to work locally, enhancing skill development and reducing commute times.	




Key:

Increasing ▲ Decreasing ▼ Maintain ►




INDICATORS	DESIRED TREND	MCC ROLE			BASELINE	SOURCE
		DELIVER	PARTNER	ADVOCATE		
Completion rate of Year 12 or equivalent.	Increasing	▲	✓	✓	✓	42.6% Australian Bureau of Statistics (ABS) Census 2021
Value of education related Development Applications and State Significant Developments approvals.	Increasing	▲			✓	New NSW Planning Portal
Education levels of over 15 years olds.	Increasing	▲	✓	✓	✓	25.2% diploma and above ABS Census 2021
Number of Aboriginal and Torres Strait Islander people engaged on Council projects.	Increasing	▲	✓	✓	✓	New MCC internal data
Skilled labour pool with an education diploma and above.	Increasing	▲			✓	31% ABS Census 2021
Percentage of the jobs within identified industry specialisations.	Increasing	▲	✓	✓	✓	45.4% ABS Census 2021
Number of active businesses in Maitland LGA.	Increasing	▲	✓	✓	✓	6,011 REMPPLAN Business
Number of employment opportunities offered within the LGA.	Increasing	▲	✓	✓	✓	35,227 ABS Census 2021
Local jobs ratio.	Increasing	▲	✓	✓	✓	0.81 or 81 jobs for every 100 people REMPPLAN Workforce
Number of meetings held to discuss our advocacy position.	Increasing	▲	✓	✓	✓	New MCC internal data
Number of strategic and business hubs (economic precincts).	Increasing	▲			✓	4 REMPPLAN
Percentage of housing within 800 meters of a train stop or 400 metres of a bus stop.	Increasing	▲	✓	✓	✓	91% MCC internal data
Percentage of residents using active and public transport options.	Increasing	▲	✓	✓	✓	9.8% NSW Transport – Household Travel Survey (HTS)
Community survey respondents agreed there are meaningful employment opportunities across Maitland.	Increasing	▲	✓		✓	50% MCC Community Satisfaction Survey

FOCUS AREA	WELLBEING DOMAINS	PRIORITY	OBJECTIVE	
2. Thriving and connected places	Connection Economic Belonging Education 	2.1 Connectivity	2.1.1	Strengthen and expand economic precincts to enhance local supply chains, boost productivity, and foster sustainable growth.
	2.1.2		Facilitate collaboration among tourism operators, arts, cultural, and hospitality businesses to create synergies that contribute to a vibrant local economy.	
	2.1.3		Increase opportunities for businesses and industries to connect, build capacity, and collaborate, fostering a dynamic and resilient business community.	
	Sustainability Economic Education 	2.2 Sustainability	2.2.1	Attract investment from green industries, supporting sustainable economic development and environmental responsibility.
	2.2.2		Plan and design economic precincts to enhance resilience, reduce vulnerability, and ensure businesses are prepared for natural disasters or economic downturns.	
	2.2.3		Encourage businesses to adopt sustainable practices through targeted education programs, driving long-term environmental and economic benefits.	
	Economic Belonging Safety 	2.3 Vibrancy	2.3.1	Grow investment in unique experiences, events, and bookable products, contributing to the vibrancy and sustainability of the destination.
	2.3.2		Promote Maitland to increase visitation and spending in key destinations, enhancing the vibrancy of places and spaces during both day and night.	
	2.3.3		Activate public spaces to create safe, inclusive, and welcoming hubs, fostering community engagement and enhancing the vibrancy of economic precincts.	
	2.3.4		Facilitate the development of cultural experiences that respect and celebrate diverse heritage, strengthening community identity and pride.	

INDICATORS	DESIRED TREND	MCC ROLE			BASELINE	SOURCE
		DELIVER	PARTNER	ADVOCATE		
Industry productivity (value add per-worker per or sector).	Increasing	▲	✓	✓	✓	Output per worker \$0.411 million
Number of business events facilitated or supported annually to provide visitor economy businesses and the creative industries with an opportunity to learn, network and grow.	Maintain	▶	✓	✓	✓	3 (2024/25)
Number of business events facilitated or supported annually to provide small business with an opportunity to learn, network and grow.	Increasing	▲	✓	✓		3 (2024/25)
Number of new businesses registered in target industries.	Increasing	▲	✓	✓	✓	New
Economic diversity in economic precincts.	Increasing	▲	✓		✓	0.0992
Percentage of business survey respondents that have a continuity or disaster plan in place.	Increasing	▲			✓	New
Number of sustainability education programs delivered or supported by Council that are available to members of the business community.	Increasing	▲	✓	✓	✓	New
Number of experiences, events and accommodation.	Increasing	▲	✓	✓	✓	320
Total value of grants received for experiences and events linked to Maitland's Priority Destination Hubs or Destination Management Plan.	Increasing	▲	✓	✓	✓	New
Total annual visitation and expenditure.	Increasing	▲	✓	✓		903,000 \$205 million
Night-time economy maturity.	Increasing	▲	✓	✓	✓	Emerging
Community survey respondents were satisfied with place activation.	Increasing	▲	✓	✓		87%
Community survey respondents agreed they are satisfied with community and cultural programs.	Maintain	▶	✓	✓	✓	88%

FOCUS AREA	WELLBEING DOMAINS	PRIORITY		OBJECTIVE	
3. Innovative and diverse economy	Economic Governance Belonging	3.1	Identity	3.1.1	Facilitate meaningful engagement with key stakeholders to shape a strong city identity, foster a sense of belonging, and build community pride.
				3.1.2	Enhance Maitland's identity and awareness to position it as the destination of choice for investors, developers, employers, and visitors.
				3.1.3	Partner with stakeholders to raise Maitland's profile in target markets, driving engagement through collaborative initiatives and shared goals.
	Economic	3.2	Investment	3.2.1	Attract strategic investment that enables business opportunities, supports economic growth, and increases local job creation.
				3.2.2	Support local businesses to grow, diversify, and increase their output, stimulating economic activity and encouraging increased visitation.
				3.2.3	Protect employment lands and industrial precincts through strategic land-use planning and regulation, ensuring long-term economic sustainability.
	Economic Sustainability Education	3.3	Innovation	3.3.1	Promote and support innovative technologies and sustainable practices that reduce environmental impact and enhance Maitland's reputation as a forward-thinking city.
				3.3.2	Create and deliver business development opportunities that foster innovation, collaboration, and capacity building within key industries.
				3.3.3	Facilitate the establishment of innovation hubs within economic precincts, supporting the growth of emerging industries and technological advancements.

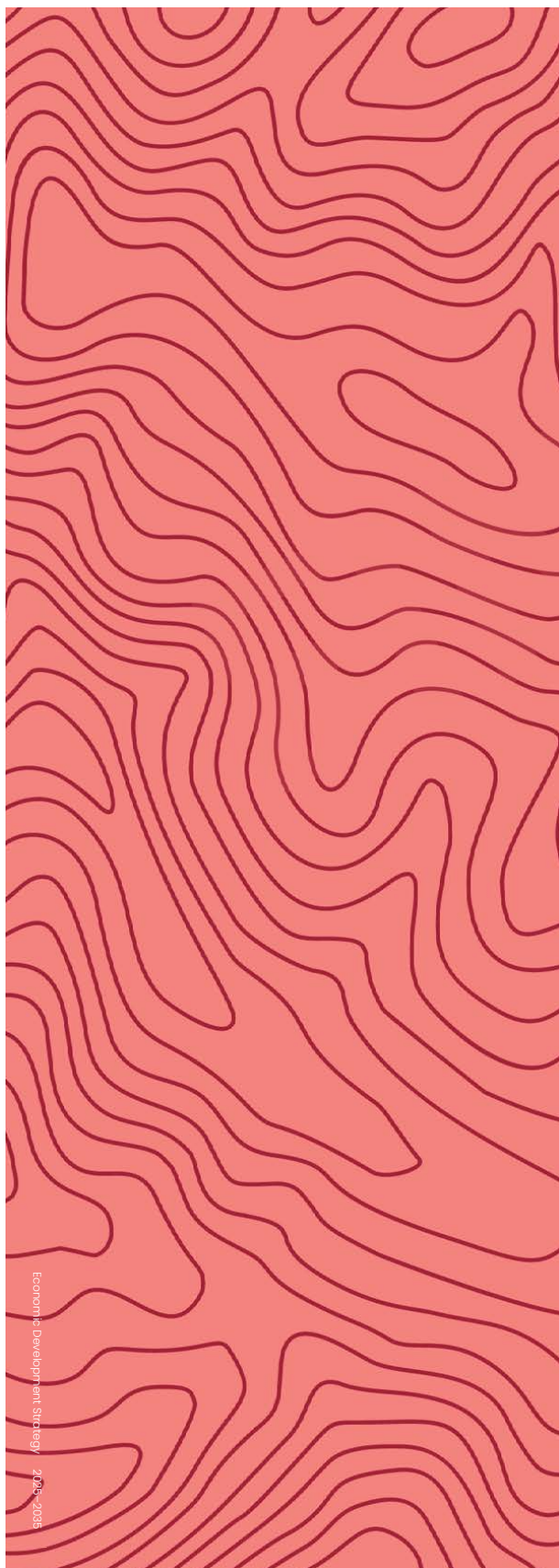
INDICATORS	DESIRED TREND	MCC ROLE			BASELINE	SOURCE
		DELIVER	PARTNER	ADVOCATE		
Number people engaged on projects.	Increasing	▲	✓		New	MCC internal data
Business survey respondents overall opinion of Maitland as a place to conduct business.	Increasing	▲	✓	✓	New	MCC Business Survey
Number of co-operative marketing initiatives facilitated by Council.	Increasing	▲	✓	✓	3 (2024/25)	MCC internal data
Value of non-residential building approvals including Development Applications/Complying Development Certificates and State Significant Developments.	Increasing	▲	✓	✓	\$220.443 million (2024-25)	ABS Building Approvals
Business growth within industry specialisations.	Increasing	▲		✓	New	REMPAN Business
Percentage of business survey respondents reporting increased annual turnover.	Increasing	▲	✓	✓	New	MCC Business Survey
Hectares of land retained or added for employment purposes.	Increasing	▲	✓		New	Local Urban Development Program
Number of new businesses.	Increasing	▲	✓	✓	270 (2023/24)	ABR
Number of events and initiatives facilitated or supported annually to provide start-ups and entrepreneurs in target industries with an opportunity to learn, network and grow.	Increasing	▲	✓	✓	2 (2024/25)	MCC internal data
Number of investment ready employment sites enabled through planning.	Increasing	▲	✓	✓	New	Local Urban Development Program

FOCUS AREA	WELLBEING DOMAINS	PRIORITY		OBJECTIVE	
4. Productive and equitable partnerships	Economic	4.1	Productivity	4.1.1	Increase collaboration among local businesses to enhance supply chain efficiency, boost demand, and improve overall productivity.
				4.1.2	Deliver targeted support programs for small businesses that focus on increasing productivity, enhancing skills, and fostering sustainable growth.
				4.1.3	Partner with key stakeholders to position the city as a preferred destination for investment, driving long-term economic growth and opportunity.
	Economic Connection	4.2	Advocacy	4.2.1	Secure funding for city-shaping infrastructure and initiatives that will drive economic development and improve the quality of life for residents.
				4.2.2	Develop and implement an Partnerships and Advocacy Action Plan to engage stakeholders and influence positive economic outcomes that benefit the broader community.
				4.2.3	Establish an Economic Development Sub-Committee/ Reference Group to guide decision-making and ensure community-driven approaches to economic growth and equity.
	Belonging Economic Connection	4.3	Equity	4.3.1	Identify, develop, and leverage economic precincts, business networks and community assets to foster a more equitable, inclusive, and sustainable local economy.
				4.3.2	Improve engagement with minority groups to ensure that opportunities are accessible, equitable, and tailored to the diverse needs of the community.
				4.3.3	Support and attract investment in Aboriginal-led projects that improve social wellbeing, create economic opportunities, and reduce inequality, ensuring long-term positive impacts.

*Within 1.2km recreation facilities: Community facilities (libraries, community centres, senior citizen centres - 38%) Recreation facilities (parks, playgrounds, sports fields - 62%)
 Within 400m: Public Transport (railway, ferry, bus, light rail - 91% as at March 2022)

INDICATORS	DESIRED TREND		MCC ROLE			BASELINE	SOURCE
			DELIVER	PARTNER	ADVOCATE		
Percentage of business survey respondents who are active members of one or more business groups.	Increasing	▲	✓	✓		New	MCC Business Survey
Industry productivity (value-added per worker or sector).	Increasing	▲		✓	✓	Output per worker \$0.411 million	REMPAN
Number of businesses participating in Councils business development program.	Increasing	▲	✓			New	MCC internal data
Strategic partnerships and business networks.	Increasing	▲	✓	✓		New	MCC internal data
Value of grant investment in the city.	Increasing	▲			✓	New	MCC internal data
Community infrastructure index score.	Increasing	▲			✓	*	MCC internal data
Overall quality of life in Maitland.	Increasing	▲	✓		✓	90%	MCC Community Satisfaction Survey
Diverse industry representatives on the Committee/ Reference Group.	Increasing	▲	✓			New	MCC internal data
Maitland LGA unemployment rate.	Increasing	▶	✓	✓	✓	3.6% (Mar 2025)	Australian Federal Government Small Area Labour Markets
Australian Digital Inclusion Index for Maitland.	Increasing	▶	✓			73.1	Australian Digital Inclusion Index
Socio Economic Indexes for Areas (SEIFA) score for Maitland.	Increasing	▲	✓	✓		988	ABS Census 2021
Number of Aboriginal led projects supported annually via funding or in-kind resources.	Increasing	▲	✓			New	MCC internal data

ilities (sportsgrounds, skateparks, playgrounds, pools - 83%) Local centres (retail areas - 56%) Parks and reserves - 96%



3. References and research

Maitland's strategies and plans

- Maitland's Future Community Strategic Plan
- Resourcing Maitland's Future 2025-2029
- Local Strategic Planning Statement 2040+
- Local Housing Strategy 2041
- Rural Land Strategy 2041
- Environmental Sustainability Strategy 2030
- Disability Inclusion Action Plan 2024-2028
- Destination Management Plan 2030
- Maitland's Economic Future: Research and Engagement Report
- REMPLAN Economic Development Strategy Supporting Economic Analysis
- Development Control Plan (under review)
- Central Maitland Structure Plan
- Draft East Maitland Catalyst Area Structure Plan
- Employment Land Study
- Maitland Social Profile 2025

External resources

- Wellbeing Economy Alliance - Wellbeing Economy Policy Design Guide
- ACT Government's Wellbeing Framework
- Australian Bureau of Statistics 2021
- REMPLAN 2024, Maitland, Hunter and New South Wales profiles
- NSW DPIE 2020, NSW 2023 Population Projections, NSW Department of Planning, Industry and Environment, accessed April 2024

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maitland
CITY COUNCIL

City Planning

DA/2024/568 for Rural Industry – Demolition of Existing Structures, Construction of Three Sheds at 41 Cracknell Lane South Maitland

Assessment Report (Under Separate Cover)

Meeting Date: 16 September 2025

Attachment No: 3

Number of Pages: 30



DEVELOPMENT APPLICATION ASSESSMENT REPORT

Version 1: Comprehensive

Application No:	DA/2024/568
Proposal:	Rural Industry - Demolition of One (1) Existing Structure and Construction of Three (3) Sheds
Address:	41 Cracknell Lane, SOUTH MAITLAND NSW 2320
Lot & DP No:	16/701499, 17/701499
Property No:	13624 33181
Applicant:	Hill Top Planners Pty Ltd
Owner:	Benjamin Ross Morgan and Kristy Lee Morgan
Author:	Jessica Stockham, Senior Development Planner
Site Inspection:	19/07/2024

INTRODUCTION

The purpose of this report is to provide a detailed discussion and assessment of Development Application No. DA/2024/568 proposing a Rural Industry - Demolition of One (1) Existing Structure and Construction of Three (3) Sheds. The assessment will provide consideration of the proposal under the Environmental Planning and Assessment Act (EP&A Act) 1979, the Maitland Local Environmental Plan (MLEP) 2011, the Maitland Development Control Plan (MDCP) 2011 and any other relevant legislation, guidelines and policies of the Council.

Description of Proposed Development

The proposed development involves the following (refer to Figure 1 to 3 below):

- Removal of shipping containers and demolition of covered structures and small sheds.
- Removal of 12 trees and pruning of 10 trees.
- The construction of three (3) detached sheds. Details as follows:
 - Workshop 1 - 12m x 28m (336m²) concrete slab walls and metal roof.
 - Workshop 2 - 12m x 18.2m (216m²) metal framed shed with mezzanine (48m²) and an office and reception on the ground floor.
 - Workshop 3 - 12m x 24m (288m²) with mezzanine (110m²).
 - Each of these buildings have a sink, toilet and shower amenities.
- Partially walled wash bay 8m x 10m (80m²).
- Above ground water tanks, 3 x 10,000L stormwater detention tanks.
- Vehicle circulation (hardstand gravel) and vehicle parking for 12 vehicles.
- Planting of 15 Swamp mahogany trees.

The use of the buildings will be for a 'rural industry'. The owners operate a business specialising in the maintenance of farm equipment and repairs to private rural infrastructure, e.g. farm sheds. The site will be used by MPE Repairs for the servicing and repairs to machinery and equipment used in primary production and small-scale farming enterprises located in the Hunter Valley. The sheds have the capacity to accommodate up to 13 items of machinery of various sizes under repair at any given time and the storage of another 8 items of plant.

The proposal states a total of 20 staff with ten (10) staff will work on the site while another 10 staff will operate off-site in utilities servicing the machinery at the rural properties. These staff will visit the site on average three times a day to get parts and receive details of their next jobs.

On average, 3 to 4 pieces of farm equipment are delivered or leave the site each day. These items are delivered by a flatbed tow truck up to 10.5m in length. On rare occasions (up to twice per year), larger equipment is delivered to site on a 12.5m flatbed truck.

The proposal seeks the following operational hours:

Monday – Friday	7am to 5pm
Saturdays	8am to 3pm
Sundays or Public Holidays	Closed

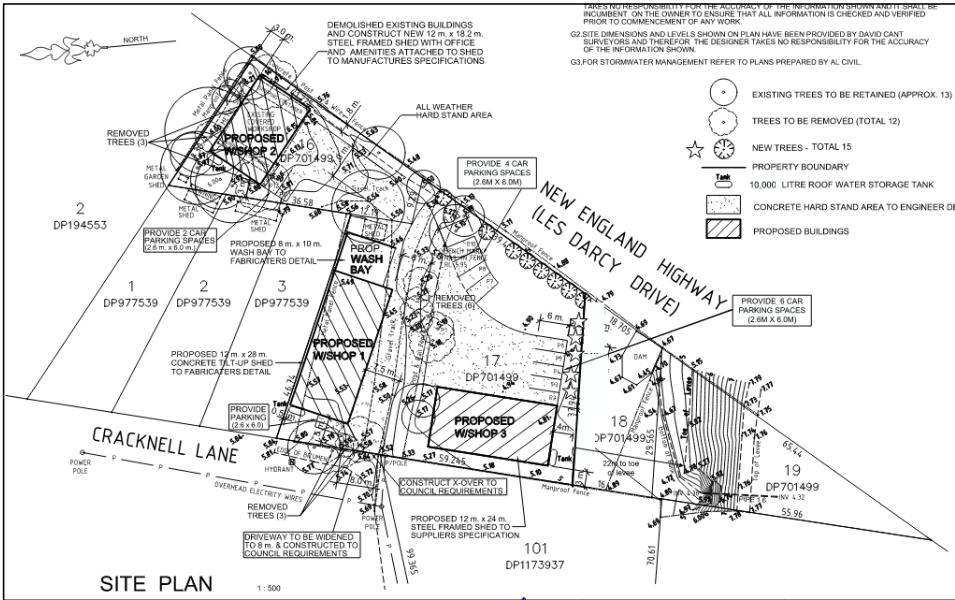


Figure 1: Site Plan

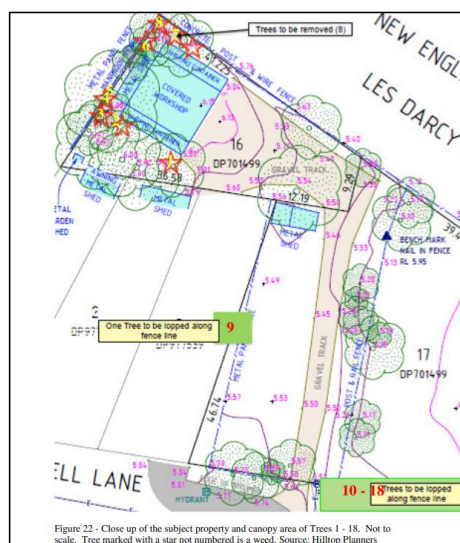


Figure 2: Proposed tree removal as per Arborist Report

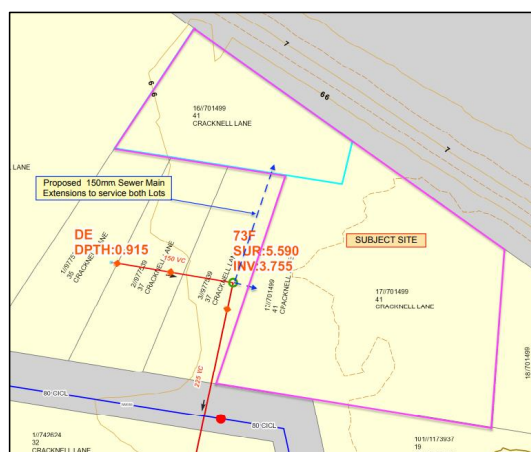


Figure 3: Sewer extension proposed for the site

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

The legal description of the land on which the development is to be carried out is Lots 16 & 17 in DP 701499, known as 41 Cracknell Lane, South Maitland (refer to Figure 4 to 14 below).

Lot 16 in DP 701499 comprises an area of 852m² and slopes eastward, from RL 6.14 to RL 5.4 (natural ground level). The site currently contains a covered workshop, several shipping containers, and a mix of native and exotic vegetation. It does not have legal access to a road frontage or easements to Cracknell Lane.

Lot 17 in DP 701499 has an area of 2,468m² and slopes from the south towards the east (RL 5.8 to RL 4.81). This lot features a gravel access track, multiple outbuildings, and machinery.

The development application initially included Lots 18 and 19 in DP 701499, which are 824m² and 537.9m² respectively. These parcels are owned by Council, classified as community land, and also lack

legal access to Cracknell Lane. Council's Property Team advised on 30 January 2025 that a review of community infrastructure is currently underway to identify surplus land. Should Lots 18 and 19 be deemed surplus, a formal reclassification process would be required prior to any use or disposal.

There are no development approvals currently in place for the existing use of the site. However, a business is actively operating on the premises, and some animal grazing (primarily horses) having been observed. The site is highly visible from the New England Highway.

The property is located within the lower Hunter River flood storage area. Council's 1% AEP flood contour for this area is at 9.73m AHD. In major flood events (greater than 1:50 year ARI), water gradually enters the site by overtopping the Maitland ring levee. Access is lost during such events.

Adjacent to the site, on Lot 101 DP 1173937, is an approved industrial shed operating as a vehicle repair station (DA 08-1273).

In 2022, Council's Compliance Team investigated an allegation of an unauthorised mechanical workshop at the subject site. While no conclusive evidence was found at that time, more recent aerial imagery shows increased activity. Site observations and vehicle signage—such as "MPE" and "MPE Repairs"—suggest that a mechanical workshop is operating on-site, with further confirmation available via online listings indicating a mobile workshop service based in South Maitland.

Investigations were reopened in October 2023 following complaints regarding unapproved heavy vehicle mechanical works, excessive noise, dust from sandblasting, and road impacts caused by heavy vehicles. These concerns included congestion and damage to the narrow access roads. In response, the landowner engaged a town planning consultant who subsequently lodged a development application for 'Rural Industry'.

Access and Road Network

- Pender Road: Unsealed, with a trafficable carriageway width of 4 metres and no kerbing.
- Cracknell Lane (Pender Road to Cultivation Lane): Sealed, 5.6 metres wide, with kerbing on the southern side only.
- Cracknell Lane (Cultivation Lane to Anzac Street): Sealed, 7.6 metres wide, with kerbing on both sides.

Both Cracknell Lane and Pender Road are identified as Crown Road Reserves on Council's mapping.

The subject sites are not currently connected to reticulated water or sewer.

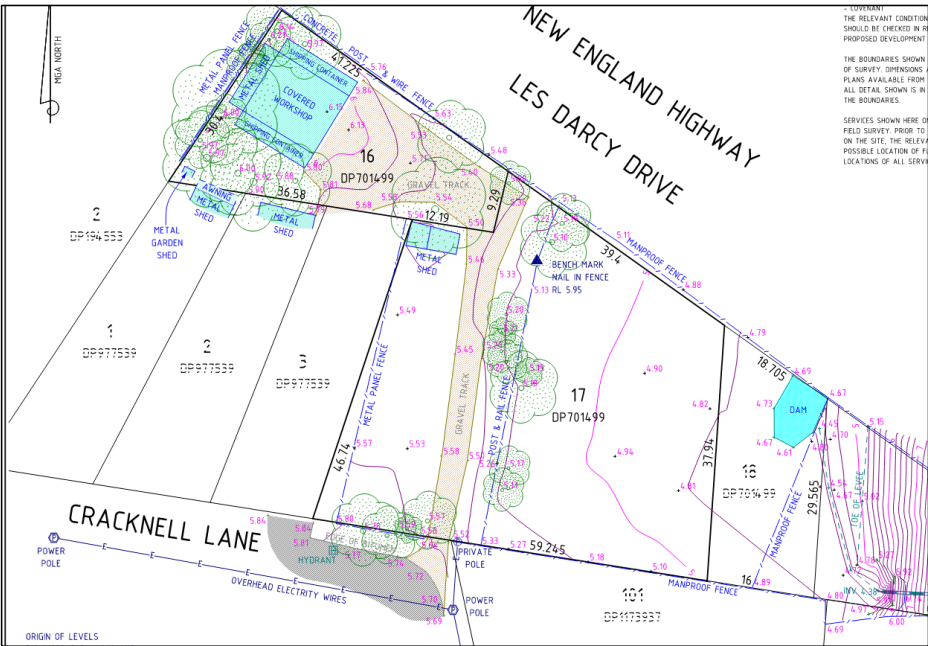


Figure 4: Submitted survey plan

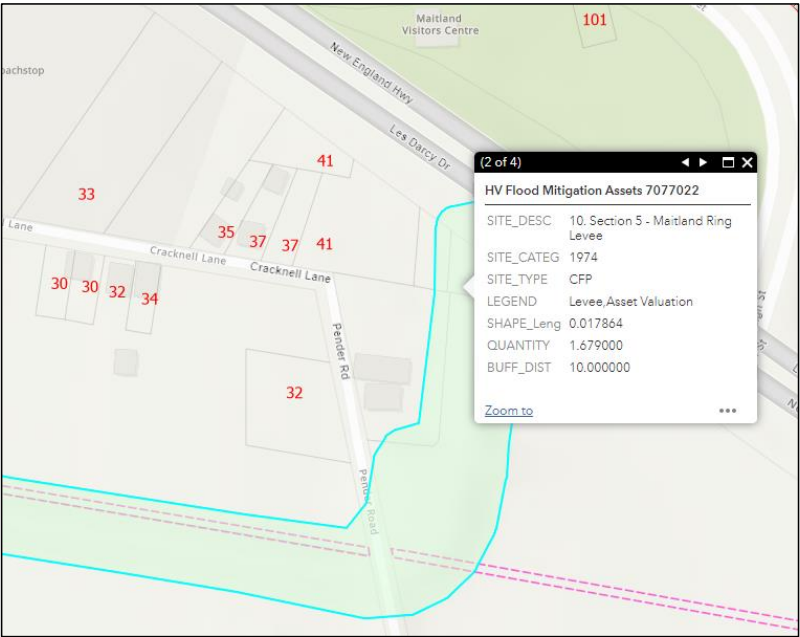


Figure 2: Location of ring levee in proximity to the site



Figure 3: View of site from New England Highway



Figure 4: View of site from New England Highway

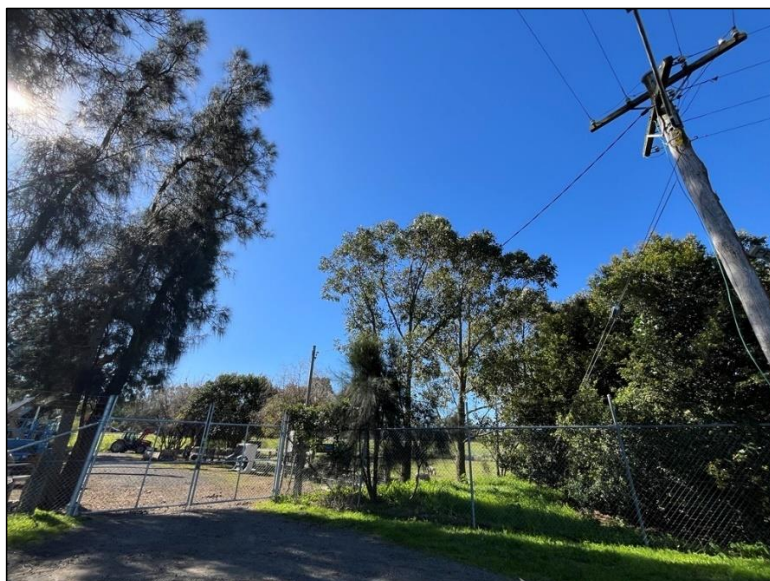


Figure 5: Site access from Cracknell Lane



Figure 6: View on site showing the levee to the east (Council land)



Figure 7: View within the site looking towards Cracknell Lane



Figure 8: Shipping containers and structures located on site



Figure 9: Structures on the site



Figure 110: Machinery within the site



Figure 11: Aerial Map of subject site

PREVIOUS DEVELOPMENT HISTORY

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

Previous Consent History			
DA No.	Description of Development	Date Determined	Decision Approved/Refused Key Issues
UD99/1343	Shade Frame Houses for Nursery	14/09/1999	Approved

CURRENT DEVELOPMENT HISTORY

Timeline of Assessment

DA Lodged	15 July 2024
DA Notified	29 July to 12 August 2024
Internal referral – Contributions requesting more information	18 July 2024
Internal referral – EHO requesting more information	30 July 2024
Site Inspection	6 August 2024
1st Information Request issued – Planner, Contributions, EHO, Biodiversity & Resilience Officer concerns.	6 August 2024
Applicant questioned bushfire and acoustic matters	6 August 2024
Council response to RFI clarification	6 August 2024
Ausgrid response received	12 August 2024
Internal referral – Engineering request more information	13 August 2024
Submission received - Objection	15 August 2024
2nd Information Request – noting engineering concerns and objection received.	16 August 2024
Meeting with Applicant and extension of time for additional information	8 October 2024
Applicant requests extension of time until 10 December 2024	19 November 2024
Applicant requests extension of time until 15 January 2025	12 December 2024
Revised documentation and information package lodged	20 January 2025
Re-referred information internally	28 January 2025
Property Services emailed regarding land to the east of the site	30 January 2025
EHO advised information still outstanding	4 February 2025
Engineering advised information still outstanding	6 February 2025
3rd Information Request – requested advice/approval from TfNSW and/or refer the application to TfNSW with stormwater pipes proposed on road reserve. Requested evidence on legal point of discharge.	27 February 2025
Applicant called Council regarding legal point of discharge, Council advised there is not legal point of discharge or easement on adjoining land owned by Council.	5 March 2025
Applicant advised will liaise with HWC regarding service connection, managing trade waste from the washday and said would provide bunding details on plans, acoustic report and revised stormwater plan.	10 March 2025
Council requested before the lodgement of any additional documentation, a meeting with applicant's Engineer to discuss the stormwater. A summary of outstanding issues emailed to applicant.	11 March 2025

Meeting with Applicant. Engineering advised -A level spreader or dissipator pipe is not an acceptable solution. The application is required to connect drainage to a legal point of discharge.	13 March 2025
QS report submitted	19 March 2025
Advise from Hunter Valley Flood Mitigation Scheme (Department of Climate Change, Energy, the Environment and Water, DCCEE) stating a section 256 (1)(a) will be required for the construction of pipes and pits within 10m of the levee toe.	2 April 2025
Email to applicant stating: the importation of 1000m ³ fill to the site and DCCEE want to understand the construction of pipes and pits within 10m of the levee toe. Chapter B.3 Section 2.2 of DCP requires developments ensure filling does not increase flood affectation elsewhere on the floodplain and avoids significant adverse impacts on flood behaviour and the environment. The impact on neighbouring properties has not been determined.	2 April 2025
Advise from DCCEE stating as no works occurring within 10m of the levee, a section 256 consent is not required for the work.	3 April 2025
Email from Council to DCCEE and Applicant stating Council has raised concern the Stormwater Plan does not demonstrate discharging to a legal point of discharge.	3 April 2025
4th Information Request - given the inability to resolve the outstanding matters in a timely manner, Council requested the withdrawal of the application. As previously communicated in correspondence and during meetings with the applicant, several issues remain unresolved. In light of the outstanding concerns, Council offers the option for the applicant to withdraw the application within 14 days. Should the application proceed, Council will continue to process it based on the information currently available; however, the likely outcome will be a refusal of the application	16 May 2025
Acoustic Report received	16 May 2025
Revised documentation received to address 4 th Request for Information	2 June 2025
Re-referred internally	6 June 2025
Council advising will provide an additional 2 weeks for legal advice and will determine the application based on the information at hand	12 June 2025
Internal advice received from EHO, matters still outstanding	24 June 2025
Internal advice received from Flood Engineering and Development Engineering, matters still outstanding	26 June 2025
Legal advice from Applicant - granting of a licence over the land as an interim measure.	30 June 2025
Internal advice received from Assets, matters still outstanding	2 July 2025

PLANNING ASSESSMENT - 4.15(1) matters for consideration

Development Type

The proposal is categorised as *local development*, under the EPA Act.

Contributions

The proposal does not attract a contribution under Council's current adopted Section 7.11 Plan.

The proposal attracts a contribution of \$10,947 under Council's current adopted Section 7.12 Plan.

The proposal attracts a Housing & Productivity Contribution under s7.28 as it was submitted to Council after 1 October 2023 and involves increase to GFA for commercial / industrial development.

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

State Environmental Planning Policies

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

SEPP (Resilience & Hazards) 2021 - Chapter 4 - Remediation Of Land

This SEPP applies to all land in NSW. Under Clause 4.6 of the SEPP, a consent authority must not grant consent to the carrying out of any development unless they have considered whether the land is contaminated.

The site has been used for agricultural purposes up until late 2019 when a temporary industrial building was constructed on site and activities associated with the servicing of the rural sector commenced. Any contamination associated with the current activities is considered to be minor. No contamination was sighted during the site inspection. The site is not mapped as containing known or potential contamination.

Maitland Local Environmental Plan 2011

The subject land is zoned RU1 Rural Industry under the MLEP 2011. The proposed development is defined as Rural Industry which is a type of development permissible with consent and defined as follows:

***rural industry** means the handling, treating, production, processing, storage or packing of animal or plant agricultural products for commercial purposes, and includes any of the following—*

- (a) agricultural produce industries,*
- (b) livestock processing industries,*
- (c) composting facilities and works (including the production of mushroom substrate),*
- (d) sawmill or log processing works,*
- (e) stock and sale yards,*
- (f) the regular servicing or repairing of plant or equipment used for the purposes of a rural enterprise.*

Note—

*Rural industries are not a type of **industry**—see the definition of that term in this Dictionary.*

Objectives of zone

- *To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.*
- *To encourage diversity in primary industry enterprises and systems appropriate for the area.*
- *To minimise the fragmentation and alienation of resource lands.*
- *To minimise conflict between land uses within this zone and land uses within adjoining zones.*

The proposal is considered to meet the objectives of the zone by encouraging diversity in primary industry enterprise in the area.

The proposed land use satisfies the definition of 'rural industry' being - (f) the regular servicing or repairing of plant or equipment used for the purposes of a rural enterprise.

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

Clause 5.21 Flood planning

Development consent must not be granted to development on land the consent authority considers to be within the flood planning area unless the consent authority is satisfied the development—

Clause	Applicant Response	Planner/Engineer Response
<i>(a) is compatible with the flood function and behaviour on the land, and</i>	The site is subject to flooding with a 1% flood inundating the property to 9.73m AHD with velocity of <0.1m/sec. The calculated PMF is 11.94m AHD with a velocity of 0.84-1.15m/s. The proposed development satisfies the objectives of Clause 5.21 as the development is not for habitable purposes. Two of the sheds will have mezzanine levels at 10.25m AHD suitable for flood storage.	Insufficient information provided. In reference to the Hunter River Hunter River Floodplain Risk Management Study and Plan (FRMSP) 2015, the subject site is affected by 1% AEP flood extent with flood level 9.73m AHD. The depth of flow ranges between 3.6m - 4.8m and velocity ranges between 0m/s and 0.42 m/s. The entire site is classified as High Hazard and Flood Storage Area. Given the matters below, the applicant has not demonstrated the proposal is compatible with the flood function on the land.
<i>(b) will not adversely affect flood behaviour in a way that results in detrimental increases in the potential flood affectation of other development or properties, and</i>	The nearest structure is a dwelling located on the adjoining property. Due to the low velocity of floodwaters during a major flooding event, floodwaters travelling around the sheds will not have a significant impact on the velocity or depth or floodwater on or around the adjoining dwellings.	Insufficient information provided. The surrounding areas are flood affected, and the connecting road network will be cut-off during 1:20. ARI and larger flood events. The applicant has provided a fill plan; however a Flood Impact Assessment has not been provided demonstrating the neighbouring properties will not be adversely impacted by flooding due to the proposed development.
<i>(c) will not adversely affect the safe occupation and efficient evacuation of people or exceed the capacity of existing evacuation routes for the surrounding area in the event of a flood, and</i>	As the proposal is for a commercial enterprise, and there is in excess of 12 hours warning time that access to the site would be cut off, all staff would be asked to vacate the premises during a flood event.	Can be addressed through conditions of consent. The subject site is not affected by 1:20 ARI flood, however, the applicant has not submitted an Emergency Management Plan for higher

	This also gives time for goods to be moved into the elevated storage areas.	flood events, including flood warnings, evacuation access, route and trigger level. This can be provided prior to Occupation Certificate.
<i>(d) incorporates appropriate measures to manage risk to life in the event of a flood, and</i>	<p>As the proposal is for a commercial enterprise, and there is in excess of 12 hours warning time that access to the site would be cut off, all staff would be asked to vacate the premises during a flood event. This also gives time for goods to be moved into the elevated storage areas.</p> <p>The mezzanine areas provide for 160m² of flood storage ~ 20% of ground floor area.</p>	As above.
<i>(e) will not adversely affect the environment or cause avoidable erosion, siltation, destruction of riparian vegetation or a reduction in the stability of riverbanks or watercourses.</i>	The buildings and proposed land use will not unduly impact on the environment. Being located beside the New England Highway, the environmental amenity of the site is low. Proposed landscaping will assist in mitigating visual impact.	Insufficient information provided. The proposal includes the importation of 1000m ³ of fill material and filling depth up to 1.2m, however, the flood impact due to filling has not been assessed as insufficient information has been provided to address this matter.
<i>(a) the impact of the development on projected changes to flood behaviour as a result of climate change,</i>	Changes to flood behaviour due to climate change are unlikely to impact on the development as the site is located in an area subject to low velocity flood water and the land use is not for habitable purposes.	As above.
<i>(b) the intended design and scale of buildings resulting from the development,</i>	The metal framed buildings will be designed to withstand the effects of flooding up to a 1% flood event.	Can be addressed through conditions of consent. The buildings/workshops can be certified by a qualified Structural Engineer at Construction Certificate stage ensuring they have been designed to withstand the depth of inundation, buoyancy and flow velocity forces (including potential for debris impact) at the development site for a 1:100 ARI event.

<i>(c) whether the development incorporates measures to minimise the risk to life and ensure the safe evacuation of people in the event of a flood,</i>	The mezzanine floor level is above the 1% flood level.	Can be addressed through conditions of consent. The applicant has not submitted an Emergency Management Plan for higher flood events, including flood warnings, evacuation access, route and trigger level. This can be a condition of consent prior to Occupation Certificate.
<i>(d) the potential to modify, relocate or remove buildings resulting from development if the surrounding area is impacted by flooding or coastal erosion.</i>	Not applicable.	As above.

Clause 7.1 Acid Sulfate Soils

The objective of Clause 7.1 of MLEP 2011 is to ensure that development does not disturb, expose or drain Acid Sulfate Soils and cause environmental damage. The site is identified to contain Class 4 Acid Sulfate Soils (ASS), and as no physical works are proposed below 500mm, there will be no impact on acid sulphate soil. An Acid Sulfate Management Plan is not required.

Clause 7.2 - Earthworks

Insufficient information provided. While the applicant has indicated that the proposed importation of 1,000m³ of Virgin Excavated Natural Material (VENM) or Excavated Natural Material (ENM) and the construction of three sheds are not expected to materially impact floodwater flow on adjoining properties, the submission lacks the necessary detail to support this claim.

Although the fill plan suggests filling will not extend to property boundaries or fences (refer to Figure 15 below), it does not include critical information such as dimensions, batter slopes, or gradients. As such, it is not possible to assess the potential impact on the existing or likely amenity of neighbouring properties.

Further, there is insufficient evidence to demonstrate that appropriate flow paths have been incorporated to ensure stormwater runoff can be conveyed around and past the proposed development without adversely affecting adjacent land.

Supporting evidence is required, including modelling and reporting on the potential implications for flooding and drainage associated with the importation of fill material. This should address cumulative impacts and any changes to flooding on adjacent properties for both local runoff and regional riverine events. This information remains outstanding.



Figure 4 2025 photo of property showing direction of overland flows into dam located on Lot 18 and then via drain to under flood levee.
Figure 16 – direction of stormwater from site into Council land

The submitted plan does not clearly identify the proposed overflow discharge point, nor demonstrates a legal point of discharge. The use of an absorption pit is also not supported, as the likely presence of an underlying clay layer would limit infiltration and render the pit ineffective.

Council's Development Engineers have confirmed that the road reserve between the development site and the New England Highway is Council-owned and may be used as a legal point of discharge (advice received 26/6/2025). Any future application on the site could consider overflow stormwater be directed to the northern road reserve—not as a concentrated flow—and that adequate on-site detention be provided in accordance with Council's Engineering Standards.

Chapter B.3 – Hunter River Floodplain

Insufficient information provided. According to the Hunter River FRMSP (2015), the subject site is affected by the 1% AEP flood extent, with a corresponding flood level of 9.73m AHD. Flood depths across the site range from 3.6 to 4.8 metres, with velocities between 0 and 0.42 m/s. The entire site is classified as both High Hazard and Flood Storage Area.

Development within a Flood Storage Area must comply with the provisions of Section 2.3 – Filling of Flood Storage and Flood Fringe Areas. However, the application does not adequately address the relevant development controls for works in a flood storage area. While the submitted documentation notes the proposed importation of 1,000m³ of fill with a maximum depth of 1.2m, it does not include a Flood Impact Assessment demonstrating no adverse or cumulative flood impacts resulting from the fill.

Chapter B.5 Vegetation Management

The site contains a combination of native and exotic tree species. Twelve trees are proposed to be removed to accommodate the development, several of which are exotic. As the vegetation is isolated and the proposal includes the planting of fifteen Swamp Mahogany trees to offset the loss, the outcome is considered acceptable in terms of minimising impacts on local character, visual amenity, and the overall quality of the area.

Under Chapter B.5, a Biodiversity Management Plan is typically required for the removal of five or more native trees. However, following a site inspection by Council's Biodiversity and Resilience Officer—and considering the condition and locations of the trees, along with the identification of several as exotic—the requirement for a biodiversity assessment was waived in this instance.

Council's Biodiversity and Resilience Officer initially raised concerns regarding the potential long-term impact of the proposed 3-metre setback for Workshop 3, particularly in relation to the neighbouring Swamp Mahogany trees planted along the shared boundary.

The applicant subsequently lodged an Arborist Report (dated 22 December 2024, prepared by Abacus Tree Services). However, the report does not specifically address whether the proposed development will encroach upon the Structural Root Zone (SRZ) or Tree Protection Zone (TPZ) of the adjoining vegetation (refer to Figure 17). This concern remains outstanding, and it will be a requirement that all works are carried out in accordance with AS 4970-2009 – Protection of Trees on Development Sites.



Figure 17: Extract from Arborist Report showing trees proposed for pruning on adjoining site

Chapter B.6 – Waste Not

A Waste Management Plan has been submitted as part of the application. Based on the estimated waste generation for the proposed use, the following waste collection arrangements are proposed by the applicant:

- General waste: 1 x 1100L bin, collected weekly;
- Recycling: 3 x 1100L bins, collected weekly.

Waste collection will occur between car parks 6 and 7. A private waste contractor will service both general and recycling waste weekly, accessing the site via Cracknell Lane and utilising the designated waste area.

Used oils and lubricants will be stored in 20L drums within a secure, covered, and bunded area. In the event of a spill, the affected area will be isolated and treated with EPA-compliant absorbent material. A 40L spill kit will be located in each of the three sheds, with signage for easy identification and access.

This can be addressed through conditions of consent.

The wash bay will be enclosed by three walls and bunded. Wastewater will be directed through an approved oil-water separator before being discharged to the reticulated sewer system, which will be extended to service the site. Given the nature of the heavy machinery repair operations, there is a risk of oily runoff entering the stormwater system. To mitigate this, oil and grease separation devices must be incorporated into the stormwater design, in accordance with Council's Engineering Standards. **This can be addressed through conditions of consent.**

Plans for the sewer extension have been submitted but are yet to be approved by Hunter Water. On this basis, **insufficient information has been provided.** Sewer and trade waste agreement approvals should be obtained prior to determination of the application, to ensure compliance with the submitted Waste Management Plan.

Chapter C.11 – Vehicular Access and Car Parking

The DCP states for an industry use, 1 car space is required for every 75m² GFA. The floor area of 3 workshops is 840m² – therefore 12 spaces are required. The proposal provides 12 spaces; however, two spaces encroach on the roller door of workshop two (directly positioned in front of the office). Parking spaces 1-10 are shown as 2.6m x 6m, concern is raised there is no space or provision for the parking of larger trucks/waste collection/delivery vehicles besides within the workshops or driveway circulation areas.

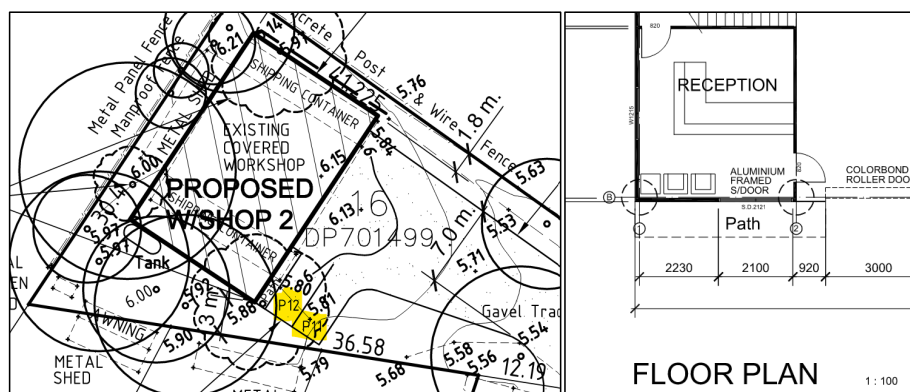


Figure 18: Location of two spaces which conflict with the use of the roller door

Cracknell Lane and Pender Road are considered to lack the capacity to support the proposed use. The current manoeuvring plan does not confirm whether vehicles can adequately access the site from Cracknell Lane. **Insufficient information has been provided**, a revised plan is needed to demonstrate safe entry and exit, particularly as the existing driveway width appears to be approximately 7.3 metres—less than the 12.5 metres likely required for the scale of the proposal.

insufficient information has been provided regarding pedestrian safety and customer access also remain unaddressed. Workshop 2 appears to be the main office but has limited parking and no pedestrian pathway linking it to other parking areas. Turning templates indicate that large commercial vehicles reversing from this area may conflict with pedestrian movements. There are major safety concerns.

Insufficient information has been provided to confirm the existing road infrastructure (particularly Cracknell Lane and Pender Road), road widths and access requirements in accordance with AS2890.2. it is unclear whether any works (such as road widening or parking restrictions) are necessary, feasible, and achievable. Updated turning templates should confirm that the nominated design vehicle can safely manoeuvre in and out of the site via Cracknell Lane. The use of Pender Road as an access point should not be relied upon, as it is unlikely to be a practical approach route.

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

There are no planning agreements, or draft planning agreements

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

The following regulations prescribed under the Environmental Planning and Assessment Regulation 2021 apply to the proposal:

Relevant Matters as Prescribed Under the EPA Regulation 2021		
Prescribed Matter	Is the matter relevant to the proposal?	
	Yes	No
The provisions of Australian Standard AS2601-1991 – “The Demolition of Structures”	yes	
		Demolition conditions can be placed on the consent should the application be favourably determined.

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

The following table identifies and discusses the relevant matters for consideration in relation to environmental, social and economic impacts associated with the proposal.

Matters for Consideration	Comments
Economic	<p>While the development will provide economic benefits through local employment and services to the agricultural sector, these are outweighed by the potential for adverse impacts. There is potential for adverse economic impacts during flood events.</p> <p>Additionally, the limited capacity of Cracknell Lane and Pender Road is likely to result in an unreasonable economic burden, both on existing infrastructure and on neighbouring properties affected by the proposal.</p> <p>The site's bushfire risk presents economic implications, as it lacks adequate infrastructure to meet bushfire safety standards. The absence of a reliable reticulated water supply and limitations of the existing road network raise concerns regarding emergency access and evacuation, potentially increasing the cost of emergency response and placing economic strain on surrounding landholders and services. These deficiencies undermine the viability and resilience of the proposed development.</p> <p>On the above basis is not supported.</p>
Flooding	<p>The subject site is affected by 1% AEP flood extent with flood level 9.73m AHD. The depth of flow ranges between 3.6m - 4.8m and velocity ranges between 0m/s and 0.42 m/s. The entire site is classified as High Hazard and Flood Storage Area. The proposal seeks to importation of 1,000m³ of fill to a depth of up to 1.2 metres. A flood impact assessment has not been provided to demonstrate the proposal is compatible with the flood function on the land.</p> <p>The applicant advises as the site contains no flood free land, Workshops 1 and 3 contain mezzanine levels above the 1% flood level for the storage of goods during times of major flooding. However, Workshop 2 includes office, reception and hallway, which under the MDCP are considered "habitable rooms" in an industrial context. These areas must be constructed no lower than the Flood Planning Level (FPL), in accordance with MDCP Part B3 – General Building Requirements. The proposed plans show the concrete slab constructed at RL 6.2 and does not satisfy the requirements of the MDCP. In summary, the development has not demonstrated it will not result in an unreasonable burden upon existing infrastructure or services.</p>

Traffic	<ul style="list-style-type: none"> • Pender Road: Unsealed, with a trafficable carriageway width of 4 metres and no kerbing. • Cracknell Lane (Pender Road to Cultivation Lane): Sealed, 5.6 metres wide, with kerbing on the southern side only. • Cracknell Lane (Cultivation Lane to Anzac Street): Sealed, 7.6 metres wide, with kerbing on both sides. <p>Vehicle access to the site is proposed directly from Cracknell Lane. The submitted Traffic Report (prepared by Intersect Traffic dated 28 May 2025) indicates that traffic would be split evenly between Cracknell Lane and Pender Road. According to the report, the largest vehicle expected to access the site is a 12.5-metre HRV tilt tray, used for the delivery and collection of farm machinery. Deliveries are typically undertaken using a 10.5-metre flatbed tow truck.</p> <p>As part of Council's Request for Information (issued 16 May 2025), the applicant was specifically asked to address the suitability of the surrounding road infrastructure to support the proposed development in accordance with AS2890.2.</p> <p>The Traffic Report identifies the use of a 12.5-metre HRV, the applicant has not provided any swept path diagrams to demonstrate that such a vehicle can safely and conveniently enter and exit the site via Cracknell Lane or Pender Road. The existing condition of Cracknell Lane, when considered alongside the scale of the proposal, does not provide safe or adequate access for the nominated design vehicle in accordance with AS2890.2. Additionally, the existing driveway appears to be approximately 7.3 metres wide—substantially less than the estimated 12.5 metres likely required for this scale of development. In summary, Cracknell Lane in its current form is not suitable without significant upgrades, including road widening and associated construction works, which would also result in a loss of on-street parking. Pender Road presents similar concerns. It is currently unsealed and approximately 4 metres wide, making it unsuitable for access by the nominated design vehicle under AS2890.2 in its existing state.</p> <p>Council does not support the Traffic Report's conclusion that the existing road network can safely accommodate the anticipated traffic volumes. There are no plans to upgrade or seal Pender Road, and Cracknell Lane has not been identified in Council's long-term strategic plans for road widening.</p> <p>In addition, ongoing compliance issues and community complaints have been received regarding heavy vehicle movements, traffic congestion, excessive noise and dust, and the degradation of narrow roads due to heavy vehicle use. These impacts indicate that the development is already placing strain on the local road network.</p> <p>It is noted that a nearby development (DA08-1273) was conditioned to extend the existing bitumen seal along Cracknell Lane to ensure all site access avoided gravel roads. That approval was limited to light vehicles only—such as cars, 4WDs, and occasional small trucks used for on-site maintenance.</p> <p>Given the limitations of both Cracknell Lane and Pender Road, it is considered that the existing local road network lacks the capacity to support the proposed</p>
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	development. The scale and nature of the proposal is therefore likely to have an adverse impact on surrounding infrastructure and on this basis is not supported .
Flora/Fauna	The site contains a combination of native and exotic tree species. Twelve trees are proposed to be removed to accommodate the development, several of which are exotic. As the vegetation is isolated and the proposal includes the planting of fifteen Swamp Mahogany trees to offset the loss, the outcome is considered acceptable in terms of minimising impacts on local character, visual amenity, and the overall quality of the area.
Servicing	Electricity and telecommunication services are available to the site. The site is not serviced by reticulated water or sewer infrastructure. The applicant proposes to extend these services from Cracknell Lane; however, a 'Notice of Formal Arrangements' from Hunter Water has not been submitted. Additionally, no trade waste agreement has been provided, preventing Council from determining whether the proposal aligns with the submitted Waste Management Plan.
Visual Impacts	The site is readily visible from the NEH and the construction of the sheds will present new built forms into the landscape. The NEH lies some 3m higher than the subject site and is looked down upon by passing motorists. The metal sheds will be of earthy tone in colour ('pale eucalypt' or 'shale grey'). The visual impact is proposed to be mitigated via the planting of 15 Swamp Mahogany trees along the northern and eastern boundaries. These trees grow to a height of 15m and will provide an effective visual screen over time.
Bushfire	The site is located within mapped bushfire land, Section 8.3.1 Planning for Bushfire Protection (PFBP 2019) requires the development to be assessed against four objectives. The applicant has provided the below assessment: Objective 1: to provide safe access to/from the public road system for fire fighters and for occupant during a bush fire. Response: - The site is accessed off Cracknell Lane. People wishing to enter or exit the site during a bushfire can do so safely in two directions – south via Trappaud Road or west via Anzac Street/NEH. Objective 2: to provide a suitable emergency and evacuation arrangements for occupants of the development. Response: - see #1 above. The site could also be accessed from NEH if the boundary fence need to be cut. Objective 3: to provide adequate services of water for protection of buildings during and after a bush fire. Response: - The site is serviced via a 100mm reticulated water main which will provide a supply in the event of a bushfire. Objective 4: provide storage of hazardous materials away from the hazard wherever possible. Response: - All hazardous material will be stored on site within one of the buildings and therefore not readily in immediate contact with flames from a bushfire. Council does not consider the above as acceptable , as the site is not currently serviced by reticulated water and does not demonstrate the existing road

	network is of a suitable standard to safely cater for traffic generated by the development.
Noise	An Acoustic Assessment (prepared by Bridges Acoustics dated 10 April 2025) concludes the site receives significant traffic noise from the NEH and noise from the proposed agricultural machine repair business is likely to meet relevant noise criteria at all privately owned residences near the site. The assessment however does not consider the proponent's own residence at 37 Cracknell Lane, Maitland, as a sensitive residential receptor. This should be addressed, as the residence may be sold at any time after development approval is granted, making it a potential future receptor. The report provides distances to the nearest residences; however, it is unclear how these distances were measured. The Noise Policy for Industry (NPI) requires distances to be taken from the nearest residential boundary or the most affected point, and measurements using Council's mapping suggest this has not been accurately done. Furthermore, the report does not specify whether the noise assessment assumed workshop roller doors and windows to be open or closed, which can significantly affect noise outcomes. Lastly, the specific use of each workshop has not been clearly detailed—only assumptions are made—which limits the reliability of the assessment. Given the unresolved matters outlined above, Council cannot be satisfied that the proposal will not result in adverse noise impacts.
Works on Council land	The applicant provided legal advice suggested the granting of a license over the adjoining Council land as an interim measure while the land is reclassified from Community land to Operational land for the land adjoining the site (to provide a legal point of discharge for stormwater). However, the applicant has not ascertained the location or works proposed on Council land. Council has assessed the application based on the most recent stormwater plan submitted by the applicant. It is also noted an alternate solution to discharge via the Road Reserve could be investigated.

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

The proposal is not considered suitable for the site. The surrounding roadside environment does not support the intended use, particularly due to the absence of appropriate access and egress arrangements for vehicles in accordance with AS 2890.2. The application fails to demonstrate that the proposed filling will not increase flood risk to neighbouring properties or adversely affect flood behaviour and the environment. The potential impacts on surrounding properties remain unassessed and unquantified. The development has not demonstrated it will not result in an unreasonable burden upon existing infrastructure or services (in terms of flooding and traffic impacts). As such, the proposal is not considered an appropriate or suitable development for this location.

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

Public Submissions

The proposal was publicly notified/advertised for a period of 14 days in accordance with the EP&A Act 1979 and the MDCP 2011.

A total of one submission was received during the exhibition period. One submission raised objection to the proposal. A summary of the submission is provided in the following table:

Review of Submissions		
Submission No.	Issue	Comment
1	<p>a) Our objection is mainly in relation to the position, materials to be used and environment effect of construction of Workshop 2. The scale of the project hardly fits in to a "rural" setting and is very industrial based making it totally out of character for the area.</p> <p>b) There are at least 10 natives up to 10m high trees (possible koala habitat) have to be removed to accommodate the proposed workshop 2. This will make the whole streetscape, and surrounds look completely barren and bare.</p> <p>c) Noise contamination of proposed maintenance and repair of farm Equipment where 15 people will be employed and will accommodate up to 13 items of machinery in metal grade proposed workshop will have a great effect on our lifestyle as this is a heavy industry type of use that is proposed. We feel this will result in a substantial updraft in industrial noise.</p> <p>d) Externally workshop 2 is proposed to use the Colorbond wall cladding. Workshop 2 is facing the New England Highway. This is a huge (7.1x18.2) 130m² metal membrane structure that will reflect and bounce off car and train noise straight to our property. This is on a 24/7 basis. Some sound deadening material must be used on any structure of this scale to minimise the noise.</p> <p>e) As there are 3 lots of land on this site and the proposed Workshop 2 has to be relocated, say opposite proposed parking area or other another position that would be more appropriate.</p>	<p>a) The site is zoned RU1 Primary Production as such the proposed sheds are considered consistent with the objective of the zone, 'to encourage diversity in primary industry enterprises and systems'. Workshop 2 is located 3m from the side boundary with a height of 7.08m. This is considered to complement the rural character of the area and does not unreasonably burden the adjoining property in terms of visual bulk, access to sunlight, privacy and views.</p> <p>b) The site contains native and exotic trees. Approximately thirteen trees are required to be removed to accommodate the development. Fifteen swamp mahogany trees are proposed to be planted to mitigate the loss of vegetation and provide a visual screening from the New England Highway. This is considered suitable.</p> <p>c) While an acoustic assessment has been undertaken, there are a number of matters unresolved as such Council is unable to determine whether the proposal will not result in adverse noise impacts.</p> <p>d) The use of Colorbond as an external cladding material is a standard construction practice and is considered acceptable in this context. Workshop 2 is located adjacent to the NEH—a major transport corridor already subject to high levels of background noise. Given this existing acoustic environment, it is unlikely that the cladding itself will materially alter the overall noise levels experienced at nearby properties.</p> <p>e) The site comprises only two lots. Concern is raised with pedestrian safety and customer access to Workshop 2 as it appears to be the main office but has limited parking and no pedestrian pathway linking it to other parking areas. Turning templates indicate that large</p>

		commercial vehicles reversing from this area may conflict with pedestrian movements. This remains unresolved.
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Government Agency Submissions

Concurrence to the proposal has been provided by the following government agencies as summarised in the following table:

Government Agency Submissions (Concurrence)		
Responding Agency	Section/Act under which Concurrence is required	Summary of requirements
Ausgrid	Clause 2.48 works within proximity of electricity power line under SEPP (Transport and Infrastructure) 2021	Did not object to the proposal but provided information and conditions pertaining to the supply of electricity, vegetation, service mains, method of electricity connection and proximity to existing network assets.
Department of Climate Change, Energy, the Environment and Water	Clause 256 of the Water Management Act 2000	<p>The application has been referred to DPIE (Department of Climate Change, Energy, the Environment and Water) for a response under 256(1)(a) and 256(1)(b) of the Water Management Act 2000 for ((a) construct any building, fence or structure in, on, or adjacent to, a levee bank, and (b)construct a flood work on a floodplain, in HVFM scheme). The DPIE has requested information on the proposed construction of pipes and pits within 10m of the levee toe.</p> <p>The applicant has advised the works are outside of 10m of the levee toe and thus a S256 is not required.</p>

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

The proposal is not considered to be in the public interest. The surrounding roadside environment is not suitable for the proposed use, particularly due to the lack of appropriate access and egress arrangements for commercial vehicles in accordance with AS 2890.2. Furthermore, the site is located within a designated Flood Storage Area, and the application fails to demonstrate that the proposed filling will not increase flood impacts on neighbouring properties or result in significant adverse effects on flood behaviour and the environment. At this stage, the potential impacts on surrounding properties have not been adequately assessed or quantified. On this basis, the proposal is not considered in the public interest.

OTHER APPROVALS

The application also seeks consent under the additional legislation as detailed in the following table:

Additional Approvals Required		
Section/Act under which	Type of activity	Comment

approval is sought		
S138 of the Roads Act 1993	Works in the public roadway	Driveway and road upgrades would likely be required to facilitate the proposal.

REFERRALS

Building Surveyor – Standard conditions of consent recommended. However, noted possible BCA issues that should be reviewed by their certifier.

Development Contributions - Councils' s7.12 Plan requires that cost estimate reports for developments of \$500K or more (form attached) be provided and signed off by a quantity surveyor who is a registered member of the AIQS or a person who can demonstrate equivalent qualifications. The applicant subsequently provided a revised cost estimate report. The proposal can be conditioned if the application was to be supported.

Property Services - The development application initially included Lots 18 and 19 in DP 701499, which are parcels owned by Council, classified as Community land. Council's Property Team advised on 30 January 2025 that a review of community infrastructure is currently underway to identify surplus land. Should Lots 18 and 19 be deemed surplus, a formal reclassification process would be required prior to any use or disposal.

Development Engineer – Advised Cracknell Lane and Pender Road are not considered to have sufficient capacity to support the proposed development. The proposed widening of the driveway access will require a Section 138 application under the Roads Act 1993. As Cracknell Lane is already sealed, it is acceptable for the applicant to proceed with this access upgrade under a Section 138 approval without requiring additional consent from Crown Lands. However, the latest manoeuvring plan does not clearly demonstrate whether vehicles can safely enter and exit the site via Cracknell Lane.

The submitted stormwater plan does not clearly identify the proposed overflow discharge point. Additionally, the proposed use of an absorption pit is not supported due to the likely presence of a subsurface clay layer, which would inhibit infiltration and compromise the system's effectiveness.

It has been confirmed that the road reserve between the development site and the New England Highway is Council-owned and may serve as a legal discharge point. In this case, overflow should be directed to the northern road reserve as sheet flow (not a concentrated outlet), with sufficient on-site detention provided in accordance with Council's Engineering Standards.

Given the proposed use of the site for heavy machinery repairs, there is a risk of trade waste runoff entering the stormwater system from the workshop buildings and vehicle wash bay. To mitigate this, it is recommended that oil and grease separation devices be incorporated into the stormwater design in accordance with Council's Engineering Standards. This can be addressed through a condition of consent.

Flood Referral -The proposed development is located within a designated Flood Storage Area and must comply with MDCP Part B3, Section 2.3 – Filling of Flood Storage and Flood Fringe Areas. However, the application does not address the relevant development controls, despite proposing the importation of 1,000m³ of fill to a depth of up to 1.2 metres a flood impact assessment has not been provided.

Additionally, Workshop 2 includes office, reception, hallway, and amenities, which under the MDCP are considered "habitable rooms" in an industrial context. These areas must be constructed no lower than the Flood Planning Level (FPL), in accordance with MDCP Part B3 – General Building Requirements.

While the site itself is not affected by the 1:20 ARI flood event, surrounding areas and the connecting road network are. An emergency management plan has not been submitted addressing access,

evacuation routes, flood warnings, and trigger levels for larger flood events.

Environmental Health –The most recent Acoustic Report does not consider the proponent's own residence at 37 Cracknell Lane, Maitland, as a sensitive residential receptor. This should be addressed, as the residence may be sold at any time after development approval is granted, making it a potential future receptor. Additionally, Table 2 of the report references distances to the nearest residences; however, it is unclear how these distances were measured. The Noise Policy for Industry (NPI) requires distances to be taken from the nearest residential boundary or the most affected point, and measurements using Council's mapping suggest this has not been accurately done. Furthermore, the report does not specify whether the noise assessment assumed workshop roller doors and windows to be open or closed, which can significantly affect noise outcomes. Lastly, the specific use of each workshop has not been clearly detailed—only assumptions are made—which limits the reliability of the assessment.

Proposed plans have been submitted for the extension of sewer services to the site. However, neither the sewer extension nor the trade waste agreement has been approved by Hunter Water. Approvals should be obtained prior to determination to ensure the development complies with the submitted Waste Management Plan.

Assets Team –There are several outstanding matters that require clarification and further information. Firstly, all inconsistencies between the specified floor levels in the submitted plans and the Statement of Environmental Effects must be reviewed and corrected. Supporting evidence, including appropriate modelling and reporting, is required to assess the flooding and drainage impacts associated with the proposed importation of fill. This should include consideration of cumulative effects and any changes to flooding on adjacent properties during both local runoff and regional riverine events.

Pedestrian and customer safety also needs to be addressed. Workshop 2 appears to function as the main office, yet it lacks adequate parking and a designated pedestrian pathway connecting it to other off-street parking areas. Additionally, turning templates indicate that large commercial vehicles reversing from Workshop 2 require a substantial turning area, potentially creating conflict with pedestrian and vehicle movements on-site.

A Traffic Impact Assessment must be provided to identify existing road infrastructure on Cracknell Lane and Pender Road. This assessment should confirm road widths and access corridor requirements in accordance with AS2890.2, determine if any upgrades (such as road widening or parking restrictions) are necessary, and assess whether these works are feasible and deliverable as part of the development.

Further, updated turning templates should demonstrate that the nominated design vehicle can safely manoeuvre into and out of the site via Cracknell Lane. Pender Road should not be considered a practical access route due to its limited use for approaching the site. The adequacy of the proposed 8-metre-wide driveway must also be verified, and plans should confirm this width is accurately represented.

Finally, confirmation is needed that a legal point of discharge exists for stormwater, and that discharging onto public land classified as Community Land is permissible.

ASSESSMENT CONCLUSION

An assessment of the application has been undertaken against Section 4.15(1) of the *EP&A Act, 1979 as amended*. The proposed development is considered not to be acceptable in terms of the relevant matters for consideration under the Act on the grounds of (the matters prescribed below) and is accordingly recommended for refusal.

RECOMMENDATION AND DETERMINATION

The application be refused for the reasons outlined below:

1. The proposal does not provide sufficient information to satisfy the Maitland Local Environmental Plan 2011 as follows:
 - a. Clause 1.2 - Aims of Plan (flooding);
 - b. Clause 5.21 - Flood planning;
 - c. Clause 7.2 – Earthworks.

[Section 4.15(1)(a)(i) Environmental Planning and Assessment Act 1979]

2. The proposed development is inconsistent with the provisions of the following chapters under the Maitland Development Control Plan 2011. Specifically, the development has not satisfactorily demonstrated the development is in accordance with:
 - a. Chapter B.2 – Domestic Stormwater;
 - b. Chapter B.3 Hunter River Floodplain:
 - i. Section 2.1 Development below the Flood Planning Level (FPL);
 - ii. Section 2.3 Filling of Flood Storage and Flood Fringe Areas;
 - c. Section 2.3 General Building Requirements;
 - Chapter B.6 – Waste Not – Site Waste Minimisation and Management;
 - d. Chapter C.11 Vehicular Access and Car Parking.

[Section 4.15(1)(a)(iii) Environmental Planning and Assessment Act 1979]

3. The proposal is not supported on acoustic impacts grounds due to insufficiencies in the submitted acoustic report which fails to demonstrate that the development will not have an unacceptable, adverse or irreversible noise impact on adjoining properties.

[Section 4.15(1)(b) Environmental Planning and Assessment Act 1979].

4. The proposed access arrangements from Cracknell Lane and Pender Road do not comply with Council's Manual of Engineering Standards or Australian Standard AS2890.2. The design is considered unsafe and would impose an unreasonable burden on the surrounding road network, demonstrating that the site is unsuitable for the proposed development and will have a detrimental impact to traffic networks.

[Section 4.15(1)(c) and Section 4.15(1)(b) Environmental Planning and Assessment Act 1979]

5. The proposal fails to obtain an easement for drainage purposes, fails to demonstrate an overflow discharge point and fails to provide an appropriate stormwater management system for the proposal.

[Section 4.15(1)(c) Environmental Planning and Assessment Act 1979].

6. The application is considered unacceptable in that the development is not within the public interest.

[Section 4.15(1)(e) of the Environmental Planning and Assessment Act 1979].

7. The applicant has submitted inadequate information as follows:

- a. A Flood Impact Assessment has not been provided to address the proposed importation of 1,000m³ of fill within a flood storage area.
- b. The fill plan lacks essential detail, including dimensions, batter slopes, gradients, and defined flow paths.
- c. The stormwater management plan proposes an absorption pit, which is not supported due to likely soil limitations affecting infiltration.
- d. The overflow discharge point and a legal point of discharge have not been clearly identified.
- e. A Notice of Formal Arrangements has not been submitted for the proposed extension of sewer and water services.
- f. A trade waste agreement is absent, preventing assessment of compliance with the submitted Waste Management Plan.
- g. Manoeuvring plans do not demonstrate safe access for the design vehicle via the existing road network, including Cracknell Lane and Pender Road.
- h. Pedestrian access and customer safety considerations have not been addressed.
- i. Turning templates indicate possible conflict between reversing vehicles and pedestrian movements.
- j. Compliance with AS2890.2 has not been confirmed, and it is unclear whether additional measures such as road widening or parking restrictions are required or feasible.
- k. The site lacks adequate bushfire protection infrastructure, including a reticulated water supply and appropriate emergency access routes
- l. Potential noise impacts on surrounding properties have not been adequately addressed, and the extent of any adverse effects remains undetermined.

City Planning

DA/2025/304 Shed at 51 Sparke Street, South Maitland

Assessment Report (Under Separate Cover)

Meeting Date: 16 September 2025

Attachment No: 3

Number of Pages: 12



DEVELOPMENT APPLICATION ASSESSMENT REPORT

Application No:	DA/2025/304
Proposal:	Shed
Address:	51 Sparke Street, SOUTH MAITLAND NSW 2320
Lot & DP No:	1/733272
Property No:	40000
Applicant:	The Shed Company
Owner:	Tiphane Parnell Taylor
Author:	Amelie Martel
Site Constraints:	RU1 Primary Production Central Maitland Heritage Conservation Area (HCA) 1250m ² & 3462m ² (Allotment across the road) Heritage Item within a 50m radius Flood Prone Land Class 4 ASS
Site Inspection:	8 July 2025
Recommendation:	Operational Approval

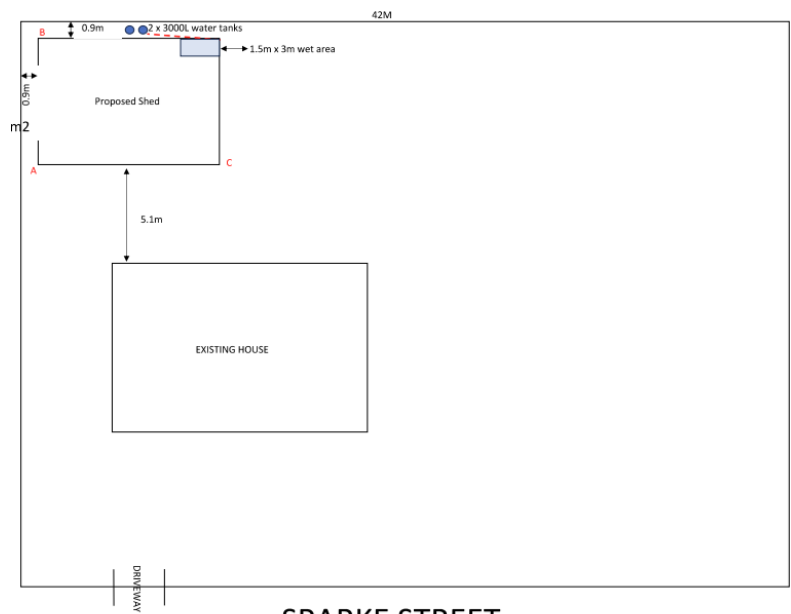
INTRODUCTION

The purpose of this report is to provide a detailed discussion and assessment of Development Application No. DA/2025/304 proposing a Shed. The assessment will provide consideration of the proposal under the Environmental Planning and Assessment Act (EP&A Act) 1979, the Maitland Local Environmental Plan (MLEP) 2011, the Maitland Development Control Plan (MDCP) 2011 and any other relevant legislation, guidelines and policies of the Council.

Description of Proposed Development

The proposal seeks development consent for the construction of a 10m x 7m shed to the rear of an existing dwelling at the subject site (refer to Figure 1). The shed is proposed for the use of accommodating domestic items such as a caravan, cars, a car hoist and general workshop area as verbally confirmed by the applicant.

The shed is proposed to be a maximum of 4.95m high with a mezzanine level, 5m wide roller door, 1.5m x 3m wet area and other associated door and windows. However, details of the proposed wet area have not been confirmed nor demonstrated on architectural plans. The shed is to be constructed with colorbond sheet metal in the colour 'Monument' (refer to Figure 2).



SPARKE STREET
Figure 1: Site Plan

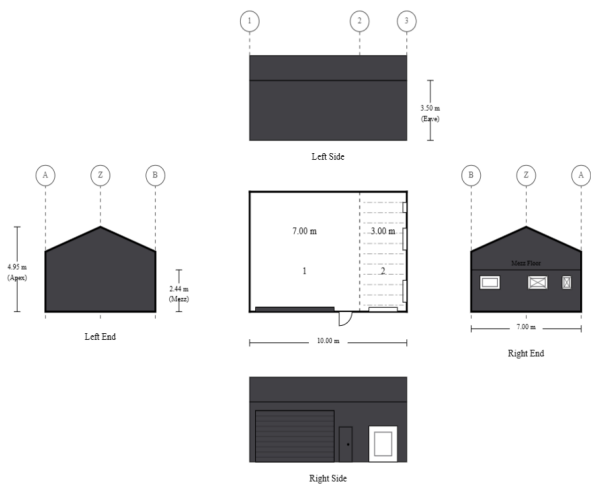


Figure 2: Architectural Plans

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

The legal description of the land on which the development is to be carried out is Lot 1 DP733272, also known as 51 & 62 Sparke Street, SOUTH MAITLAND, noting that the allotment is split over two sites (refer to Figure 3 below).

The proposed shed however, is specifically located on the portion of the site known as 62 Sparke Street, SOUTH MAITLAND, of which is approximately 1250m² in area. The site is zoned RU1 Primary Production and is located within the Central Maitland HCA. The site is relatively flat and consists of an existing two-storey dwelling. The site is a corner allotment with a secondary street frontage to Therry Street to the rear of the site.

The other portion of the site known as 51 Sparke Street is located adjacent to the subject site across the roadway of Sparke Street and consists of a range of smaller sheds and animal shelters.

Surrounding development is predominantly single storey dwellings on residential type allotments. Most of the dwellings in direct surrounds appear contributory to the Central Maitland HCA, with one (1) heritage item within a 50m radius (41 Blomfield Street).

An inspection of the site was conducted on the 8 of July 2025 and associated images can be found below in Figures 4 to 7.



Figure 3: Aerial GIS mapping of subject site.



Figure 4: Site Photograph of rear of 62 Sparke St (view from Therry Street)



Figure 5: Site Photograph (view of dwelling from Sparke Street)



Figure 6: Site Photograph (View into 51 Sparke Street looking SE)



Figure 7: Site Photograph (view into 4 Therry Street, neighbouring property identified in HIS)

PREVIOUS DEVELOPMENT HISTORY

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

Previous Consent History				
DA No.	Description of Development	Date Determined	Decision Approved/Refused	Comments
DA17/2608	Home Business - (Beauty Salon)	02/02/2018	Operational Approval	-
DA/2025/54	Tree Removal	-	Withdrawn	Inadequate justification and unable to provide an Arborist Report as requested.

CURRENT DEVELOPMENT HISTORY

The Development Application (DA) for the shed was lodged with Council on 15 of April 2025.

A request for additional information was sent by Council on 7 of May 2025 in regard to the following issues:

- Estimated Cost of Development;
- Insufficient Waste Management Plan;
- A request for a Stormwater Drainage Plan;
- Insufficient Statement of Environmental Effects;
- Clarification as to a proposed 'Wet Area'; and
- A request for a Heritage Impact Statement (HIS) and amended plans in accordance with recommendations.

Accordingly, the following information was submitted to Council on 30 June 2025:

- A HIS, prepared by Jason Penhall, Contemporary Heritage (dated; June 2025); and
- Updated plans (dated; 17/06/2025) with changes to roof pitch.

The development application was called up for determination by Council on 15 July 2025.

A meeting with the owners of the site and assessing officer was held on 24 July 2025 to discuss Council staff's position in relation to the design and potential design changes in accordance with the recommendations contained within the submitted HIS. The owners do not support the recommendations contained within the HIS and have therefore requested the application proceed to Council for determination with the shed design as lodged.

PLANNING ASSESSMENT - 4.15(1) matters for consideration

Development Type

The proposal is categorised as *local development*, under the EPA Act.

Contributions

The proposal does not attract a contribution under Council's current adopted Section 7.11 or 7.12 Plan.

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

State Environmental Planning Policies

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

State Environmental Planning Policy (Resilience and Hazards) 2021

Under Clause 4.6 of the *State Environmental Planning Policy (Resilience and Hazards) 2021*, the consent authority must not consent to the carrying out of any development on land unless it has been considered whether the land is contaminated and whether it is considered suitable for the proposed development in its current state, or following remediation works. The site is not identified on Council's mapping as being potentially contaminated. No obvious signs of contamination were observed during the routine site inspection.

Maitland Local Environmental Plan 2011

The subject site is zoned RU1 Primary Production under the MLEP 2011. The proposed development is defined as a Shed under the MLEP 2011 which is a type of development permitted with consent in the RU1 zone.

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

2.3 Zone objectives and Land Use Table

The subject land is zoned RU1 Primary Production. The proposal is consistent with the zone objectives for the RU1 zone as it will provide for domestic storage solutions whilst remaining compatible with rural considerations that aim to support sustainable rural use, maintain the natural resource base, and avoid land fragmentation. Furthermore, through appropriate conditions of consent the development will be amended to minimise land use conflict, as despite the RU1 zoning, the area predominantly consists of residential land uses.

4.3 Height of buildings

There is no maximum building height identified in the MLEP 2011 however as noted later within this report it is recommended that the height of the shed be reduced in accordance with the HIS recommendations and to reduce potential impacts on neighbouring property.

5.10 Heritage conservation

Under this clause, before granting consent the consent authority must consider the effect of the proposed development on the heritage significance of the item or conservation area concerned. The proposed development is to be located within the Central Maitland HCA and has therefore been considered under this clause. Under subclause (5), a HIS was requested to be provided that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the HCA. This document was provided and prepared by Jason Penhall (Contemporary Heritage), dated June 2025. The assessment of the impacts of the development and subsequent recommendations to potentially minimise such impacts as outlined within the HIS, were not adopted in revised plans other than that of a slight increase in roof pitch.

An assessment against the recommendations is provided in the below table.

Recommendation	Comment
Rear setback to be 2m	Not adopted, though will be imposed as a condition of consent.
Gutter level to be reduced to 3m and not to exceed the gutter level of the front verandah of 4 Therry Street	Not adopted, though will be imposed as a condition of consent.

Roof pitch increased to 25 degrees or to match the host dwelling or garage at 4 Therry Street	Roof pitch increased to 22.5 degrees; this is considered satisfactory.
Building width reduced to 8m	Not adopted, though not deemed necessary respective of other amendments being made.
If a 10m width is necessary, reduce the gabled portion to 8m with a skillion roof over the remaining 2m	Not adopted, though will be imposed as a condition of consent.
Building depth reduced to 6m	Not adopted, though not deemed necessary respective of other amendments being made.
Wall cladding to be vertically orientated Custom Orb profile colourbond in a 'Shale Grey' or 'Windspray' or another neutral colour. Alternatively, weatherboard cladding would also be appropriate in a neutral colour.	Wall cladding is vertically orientated in the recommended material. The colour suggestions have not been adopted, though will be imposed as a condition of consent.
Roof cladding to be Custom Orb profile colourbond in a 'Shale Grey' or 'Windspray' colour	Roof cladding is consistent with recommended material. The colour suggestions have not been adopted, though will be imposed as a condition of consent.
Gutters and downpipes should match roof or wall colour	Details not provided, though will be subject to a condition of consent.
Double width garage door should be changed to two single doors	Not adopted, though not deemed necessary respective of other amendments being made.
Prepare a site plan that identifies survey levels to coordinate heights with buildings in the vicinity	Not adopted nor provided, though not deemed necessary respective of other amendments being made.
The site appears large enough to construct two smaller shed which may meet functional requirements with reduced impact	Not adopted, though not deemed necessary respective of other amendments being made.

The proposed development as lodged is considered non-compliant with this clause, however is considered suitable through the imposition of conditions of consent requiring amendments to the design be made prior to the issue of a construction certificate.

5.21 Flood planning

The proposed development is to be located on flood prone land within the following flood levels:

1% AEP (1 in 100yr) Level m AHD = 9.73

1% AEP Velocity = 0.60

1% AEP Hazard = High

The proposed development is not expected to significantly alter the flood functions or behaviour on the land and adjoining sites. The proposed shed is a non-habitable structure and is considered to not increase the flood risk to life or property. See detailed assessment in Chapter B.3 of the MDCP below.

7.1 Acid sulfate soils

The development does not include excavations below 2m, nor by which are likely to lower the water table. The development is unlikely to impact upon or expose ASS, and as such an ASS Management Plan is not deemed necessary.

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

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

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

Maitland Development Control Plan (MDCP) 2011

The following chapters of the MDCP 2011 are relevant to the assessment of the proposal:

B.2 Domestic Stormwater

The proposed stormwater drainage details have been shown on the submitted site plan which details that the shed roof will direct stormwater to two (2) 3000L water tanks to the rear of the proposed shed, with the overflow to drain via an existing 90mm PVC pipe. Location and method of final discharge is not provided, though will be appropriately conditioned to provide a legal point of discharge to not cause nuisance on site, to neighbouring properties or the road infrastructure.

B.3 Hunter River Floodplain Management

The proposed shed is to be below the applicable flood planning level (FPL) within a flood storage area. Notwithstanding the proposed shed is not a habitable structure. It is not expected to significantly alter the flood functions or behaviour on the land and adjoining sites. A condition will however be imposed requiring a structural engineer to sign off that the development is designed to withstand the impacts of flooding prior to the issue of the construction certificate.

B.6 Site Waste Minimisation & Management

A Waste Management Plan was provided with the application, however, does not provide detail of the type and amount of waste, and methods for disposal and / or reuse. Management of waste will however be appropriately imposed as a condition of consent.

C.4 Heritage Conservation

The proposed shed as lodged was not considered compatible with the broader controls nor objective of this chapter as it detracts from the established character of the area due to its inappropriate siting, scale, and design that are not sympathetic to the surrounding built form of Sparke Street and Therry Street specifically. The proposed colour scheme fails to reflect or complement the traditional colour schemes of the locality. It was therefore considered to be incompatible with the streetscape and the heritage significance of the area. The provided HIS provides recommendations to this incompatibility, specifically in regard to providing larger setbacks and reducing the bulk and scale of the proposed shed as detailed in Clause 5.10 of the MLEP above. These recommendations have not been adopted or left unaddressed in revised plans, however compliance with the recommendations of this document will be imposed as a condition of consent requiring amendments to be made prior to the issue of the construction certificate.

The condition shall read as follows:

The development must be amended as follows:

- a) The proposed shed shall be setback 2m off the rear boundary.*
- b) The wall height to the eaves of the proposed shed shall be reduced to 3m.*
- c) The width of the proposed shed shall be reduced to 8m OR alternatively, reduce the gabled portion to a maximum of 8m with a skillion roof over the remaining 2m (this may be increased depending on the chosen width of the gabled portion). In this case, the gable roof must be reoriented so that the gable ends are located on the 10m wide elevations of the building.*

Amended plans demonstrating compliance with this condition must be provided to the Certifying Authority prior to the issue of the first Construction Certificate.

Please note that the materials and colours of the proposed shed will be conditioned through the standard condition relating to Heritage Materials & Colours.

Following the adoption of these amendments, the proposed shed will sufficiently respond to the prevailing patterns of development and architectural style within the locality and is thought to be compatible with HIS recommendations and the prevailing heritage character of the area. It is to be a suitable outcome for the site.

C.11 Vehicular Access & Car Parking

The provided plans and SOEE indicate that additional vehicular access is not required nor proposed to the shed. Notwithstanding, the dwelling is already satisfied in respect of parking requirements through a double garage on the ground level of the existing dwelling. No additional parking is required. It is noted that the plans are unclear as to the direct of the proposed sheds roller door however it was confirmed that the roller door will be orientated towards Sparke Street. This ensures that an additional driveway is not required to be constructed to enter the shed from Therry Street.

E.3 Heritage Conservation Areas

2. Central Maitland Heritage Conservations Area

The proposed development is particularly subject to the following conservation policy within this chapter.

What to Avoid:

- *Garages and carports becoming a prominent part of the streetscape;*

As discussed above within Clause 5.10 of the MLEP 2011 and Chapter C.4 of the MDCP 2011, the proposed shed as lodged is not designed to reduce potential impact on the visual amenity of the streetscape, particularly Therry Street. However, the imposition of the above-mentioned condition of consent shall ensure compliance with the objectives of this chapter.

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

There are no planning agreements, or draft planning agreements.

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

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

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

The following table identifies and discusses the relevant matters for consideration in relation to environmental, social and economic impacts associated with the proposal.

Impact	Comments
Social and Economic Environment: The proposal is not expected to result in significant positive or negative impacts on	The proposed development is not expected to generate significant social or economic benefits for the locality.

the social or economic environment of the locality.	
<p>Built Environment: The proposed development has the potential to cause harm to the existing built form and character of the area.</p> <p>Whilst the assessment report has focused on the heritage outcomes, it is noted that a shed as lodged 0.9m from the neighbouring property boundary has the potential to create unreasonable impacts. The reduction in eave height will reduce the overall height of the shed reducing potential impacts on the neighbouring property.</p>	<p>The proposal will be subject to appropriate conditions of consent to limit any potential impacts on the built environment, particularly within the considerations associated with potential impacts on the neighbouring property and heritage conservation under Clause 5.10 of the MLEP & Chapter C.4 of the MDCP.</p>
Natural Environment: There are no anticipated adverse impacts upon the natural environment as a result of the proposed development.	

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

The site is located within the existing residential area of the Central Maitland HCA. The proposed development, following its adoption of required amendments, is considered to be complementary to the established character of the area, through siting, scale, and colour scheme. The development will generally adhere to the controls and requirements of the HCA and is therefore considered to not unreasonably impact upon the surrounding built environment. Through adoption of the recommended amendments as will be conditioned, the proposal can be made a suitable outcome for the site.

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

Public Submissions

The proposal was not required to be publicly notified/advertised in accordance with the EP&A Act 1979 or the MDCP 2011.

Government Agency Submissions

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

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

The proposed development following adoption of recommended amendments, is considered to be in the public interest as it will result in reduction in visual intrusion and bulk that adversely affects the amenity of adjoining properties or the public domain. Furthermore, it will ensure consistency with the heritage values and established character of the area. Its design, scale, and siting will be made compatible with the objectives of the HCA and relevant planning controls.

OTHER APPROVALS

The proposal does not require the Council to grant consent under legislation outside of the EP&A Act, 1979.

REFERRALS

No referrals were required throughout the assessment of this application.

ASSESSMENT CONCLUSION

An assessment of the application has been undertaken against Section 4.15(1) of the EP&A Act, 1979 as amended. Subject to the imposition of conditions of consent, which seek to reduce the size and scale of the shed, the proposed development is considered acceptable within the HCA and recommended for approval.

RECOMMENDATION AND DETERMINATION

Consent be granted subject to the design amendments conditioned below (noting that amendments to colours and materials will be subject to an alternative standard condition):

The development must be amended as follows:

- a) The proposed shed shall be setback 2m off the rear boundary.*
- b) The wall height to the eaves of the proposed shed shall be reduced to 3m.*
- c) The width of the proposed shed shall be reduced to 8m OR alternatively, reduce the gabled portion to a maximum of 8m with a skillion roof over the remaining 2m (this may be increased depending on the chosen width of the gabled portion). In this case, the gable roof must be reoriented so that the gable ends are located on the 10m wide elevations of the building.*

Amended plans demonstrating compliance with this condition must be provided to the Certifying Authority prior to the issue of the first Construction Certificate.

City Planning

Development Application 2024/1104 Alterations to Dwelling, Garage, Carport, Swimming Pool & Retaining Walls at 26 Edward Street, Tenambit

Development Plans (Under Separate Cover)

Meeting Date: 16 September 2025

Attachment No: 2

Number of Pages: 18



ALTERATIONS & ADDITIONS

26 EDWARD STREET, TENAMBIT 2323
LOT 6, DP 22809

YOUR
HOME
DESIGNS

maitland
CITY COUNCIL

PAGE	DRAWING	SCALE
0	COVER	
DA.1	INDEX	
DA.2	SITE PLAN	1:200
DA.3	STORMWATER PLAN	1:200
DA.4	EROSION & SEDIMENT CONTROL PLAN	1:200
DA.5	GROUND FLOOR PROPOSED	1:100
DA.6	FIRST FLOOR PROPOSED	1:100
DA.7	GROUND FLOOR EXISTING	1:100
DA.8	GROUND FLOOR DEMOLITION	1:100
DA.9	FIRST FLOOR EXISTING	1:100
DA.10	FIRST FLOOR DEMOLITON	1:100
DA.11	ELEVATIONS (GARAGE)	1:100
DA.12	ELEVATIONS(GARAGE)	1:100
DA.13	ELEVATIONS (YARD)	1:100
DA.14	ELEVATIONS (YARD)	1:100
DA.15	SECTION	1:100
DA.16	NOTIFICATION PLAN (GARAGE)	1:200
DA.17	NOTIFICATION PLAN	1:200

YOUR
HOME
DESIGNS

design@yourhomedesigns.com.au
0407 749 380
www.yourhomedesigns.com.au



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

NOTES
IF IN DOUBT ASK
BUILDER SHOULD CHECK ALL
DIMENSIONS & LEVELS ON SITE PRIOR TO
CONSTRUCTION
PLEASE NOTIFY ANY ERRORS,
DISCREPANCIES OR OMISSIONS TO THE
DESIGNER
DRAWINGS SHALL NOT BE USED FOR
CONSTRUCTION UNTIL FINAL ISSUE HAS
BEEN RELEASED & CERTIFIED BY A
STRUCTURAL ENGINEER
DO NOT SCALE DRAWINGS
ALL BOUNDARIES, SETOUTS &
CONTOURS ARE SUBJECT TO SURVEY.
ALWAYS CHECK & CONFIRM ON SITE
PRIOR TO CONSTRUCTION.

CPD CUPBOARD
DN DOWN
DP DOWNPIPE
DR DRYER
DW DISHWASHER
FG FRIDGE
FFL FINISHED FLOOR LEVEL
PTY PANTRY
RL RELATIVE LEVEL
S SINK
SHW SHOWER
T.O.W TOP OF WALL
WC TOILET
WIL WALK IN LINEN
WM WASHING MACHINE

FLOOR AREAS

PROPOSED DECK	58.11m ²
PROPOSED CARPORT	61.22m ²
PROPOSED POOL	61.19m ²
PROPOSED GARAGE	63.59m ²
VEHICLE MOVEMENT	132.07m ²

TOTAL 376.18m²

Client
DILLEY
Project Address
26 EDWARD STREET,
TENAMBIT 2323
LOT 6, DP 22809

Drawing Title:
INDEX

Rev.	Date	Notes
C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D4	14.05.25	DA
D5	3.07.25	RFI

Plot Date: 3/7/2025

Job Ref:	Page No:	Rev
YHD-543	DA.1	D5



MEASUREMENTS AT 90°
TO BOUNDARY
(PARALLEL TO BOUNDARY)

DEVELOPMENT SUMMARY & SITE ANALYSIS

SITE CONDITIONS

ZONING

ACID SULFATE SOILS

BUSHFIRE PRONE (BAL)

FLOOD PRONE

MINES SUBSIDENCE

COASTAL ENVIRONMENT

MIN LOT SIZE

MAX HEIGHT OF BUILDING

R1 GENERAL RESIDENTIAL

CLASS 5

N/A

N/A

N/A

N/A

450m2

N/A

COUNCIL CALCULATIONS

FLOOR SPACE RATIO

TOTAL GROSS FLOOR SPACE

SITE AREA

BUILDING FOOTPRINT

ROOF AREA

DRIVEWAY AREA

CAR PARKING SPACES

PRIVATE OPEN SPACES

LANDSCAPED AREA

N/A

293.08m2

1019.4m2

349.47m2

437.28m2

40.335m2

2

43.34m2

218.38m2

BASIX SUMMARY

EXISTING FLOOR AREA

PROPOSED FLOOR AREA

GARAGE AREA

315.47m2

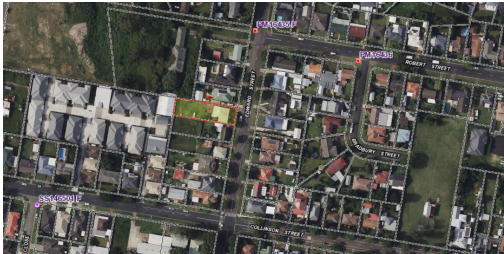
315.47m2

51.18m2

BASIX NOTE: CHECK BASIX CERTIFICATE FOR ALL FINAL REQUIREMENTS INCLUDING RAINWATER TANK SIZE, CONNECTIONS, USES, WATER RATES & THERMAL SPECIFICATIONS

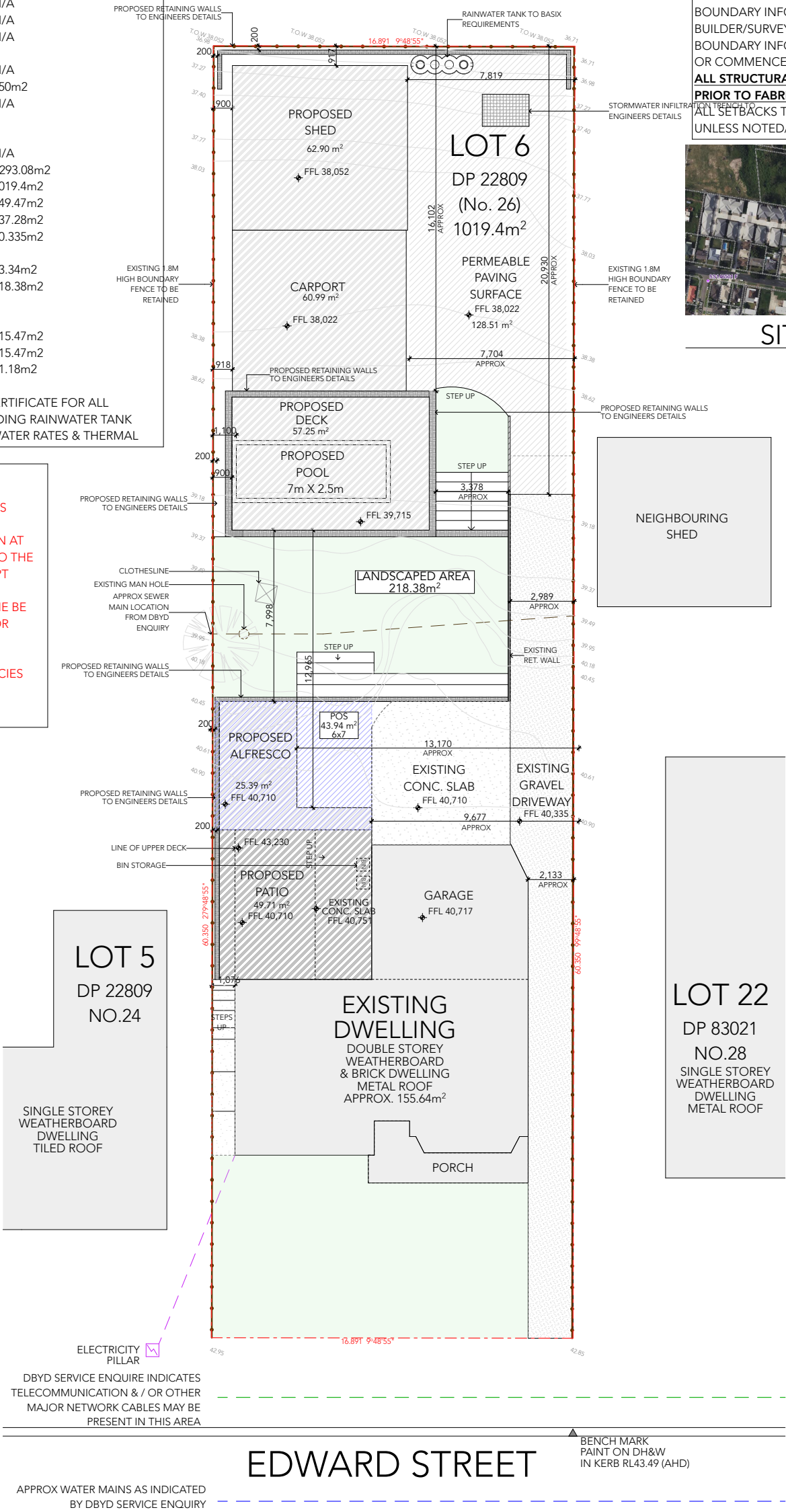
CONFIRM BUILDING DIMENSIONS PRIOR TO AND DURING CONSTRUCTION

NOTE:
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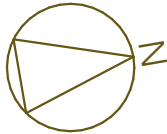
SITE CONTEXT

SURVEY BY OTHERS
NOTES:
SETBACKS ARE APPROXIMATES ONLY & BASED OFF CURRENT SURVEYORS DOCUMENTATION AT THE TIME OF BEING ISSUED TO THE DESIGNER WITH THE CONCEPT DESIGNS.
ALL SITE BOUNDARIES ARE THE BE CONFIRMED BY THE SURVEYOR PRIOR TO & DURING CONSTRUCTION
ANY SITE/SURVEY DISCREPANCIES ARE TO BE NOTIFIED TO YHD IMMEDIATELY, PRIOR TO CONSTRUCTION



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CPD	CUPBOARD
DN	DOWN
DP	DOWNPIPE
DR	DRYER
DW	DISHWASHER
FG	FRIDGE
FFL	FINISHED FLOOR LEVEL
PTY	PANTRY
RL	RELATIVE LEVEL
S	SINK
SHW	SHOWER
T.O.W	TOP OF WALL
WC	TOILET
WIL	WALK IN LINEN
WM	WASHING MACHINE

FLOOR AREAS

PROPOSED DECK	58.11m²
PROPOSED CARPORT	61.22m²
PROPOSED POOL	61.19m²
PROPOSED GARAGE	63.59m²
VEHICLE MOVEMENT	132.07m²

TOTAL 376.18m²

Client
DILLEY
Project Address
26 EDWARD STREET,
TENAMBIT 2323
LOT 6, DP 22809

Drawing Title:
SITE PLAN

Rev.	Date	Notes
C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D3	14.05.25	DA

Plot Date:		3/7/2025
Job Ref:	Page No:	Rev
YHD-543	DA.2	D5

LEGEND

WATER RE-USE LINE

WATER OVERFLOW LINE

DOWNPIPE

DP

NOTES:

ALL DOWNPIPES SHOWN INDICATIVELY. LOCATIONS ON SITE MAY DIFFER FROM SHOWN. DISCREPANCIES TO BE NOTIFIED TO THE DESIGNER IMMEDIATELY.

ALL STORMWATER WORK TO BE IN ACCORDANCE WITH AS 3500 AND ALL STATUTORY REQUIREMENTS.

ALL WORK TO BE CARRIED OUT BY A LICENSED PLUMBER

INSTALLATION AND CONNECTION OF RWT TO LOCAL CITY REGULATIONS.

STORMWATER TREATMENT SUMMARY	
SITE AREA:	1019.4m ²
ROOF AREA:	437.28m ²
OTHER HARDSTAND TREATMENT AREA:	224.18m ²
TOTAL IMPERVIOUS AREA:	661.46m ²
SITE DISCHARGE INDEX:	total imp. area/site area = 0.64%
TANK SIZE :	2000 L
ROOF AREA TO TANK: (%)	= 100%

CONFIRM BUILDING DIMENSIONS PRIOR TO AND DURING CONSTRUCTION

NOTE:

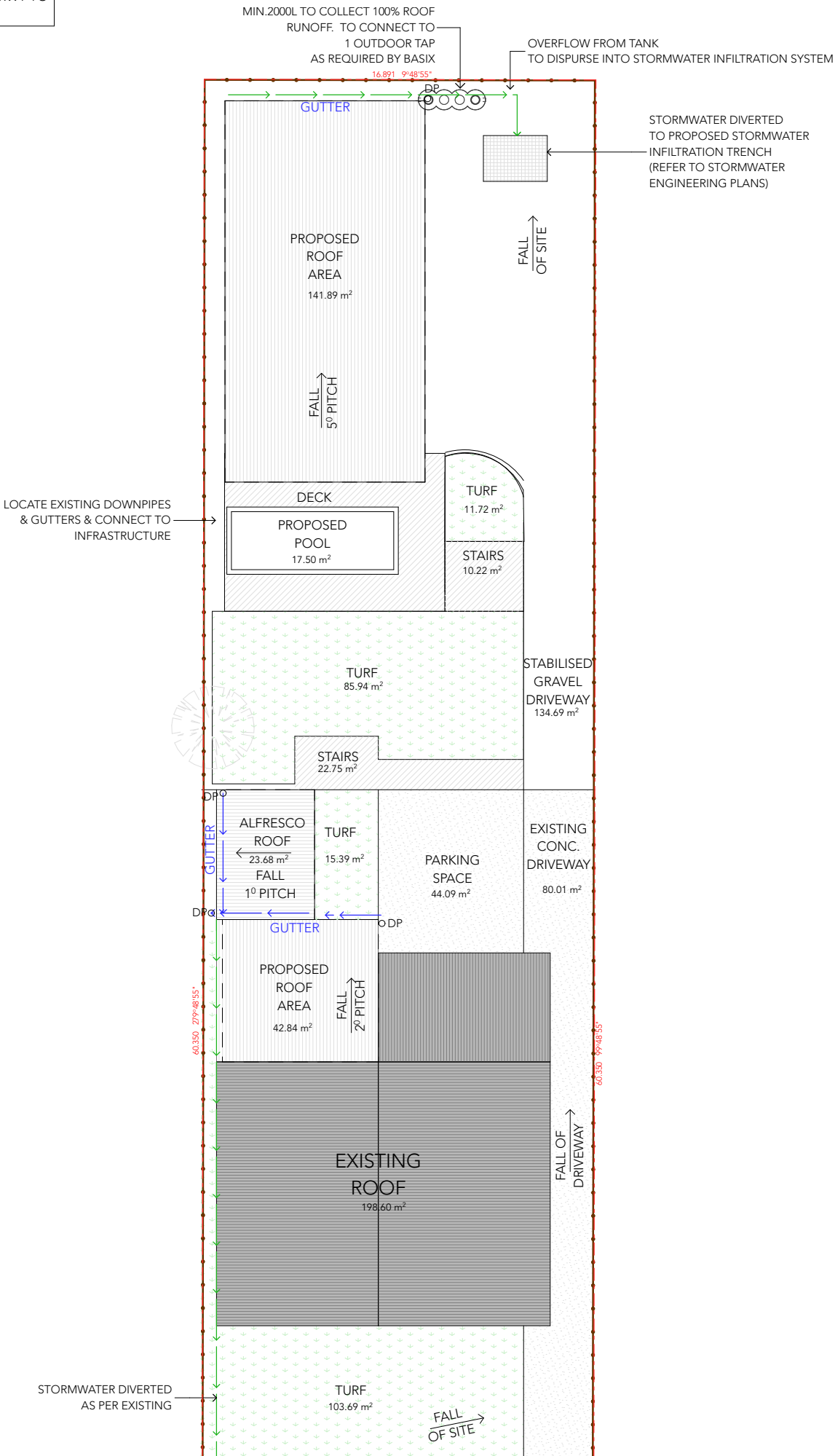
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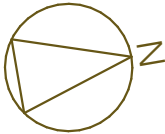


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DP DOWNPIPE

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FG FRIDGE

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PTY PANTRY

RL RELATIVE LEVEL

S SINK

SHW SHOWER

T.O.W TOP OF WALL

WC TOILET

WIL WALK IN LINEN

WM WASHING MACHINE

FLOOR AREAS	
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TOTAL	376.18m ²

Client
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Drawing Title:
STORMWATER PLAN

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Plot Date: 3/7/2025		
Job Ref	Page No:	Rev
YHD-543	DA.3	D5

STORMWATER DRAINAGE & ROOF LAYOUT

1:200

SEDIMENT CONTROL NOTES

SEDIMENT FENCE
AN EROSION AND SEDIMENT CONTROL PLAN SHOULD BE IMPLEMENTED ON SITE AND PRIOR TO CONSTRUCTION.
1000 WIDE SEDIMENT FENCES SHOULD BE USED WHERE STORMWATER LEAVES THE SITE TO REDUCE SEDIMENT FROM BEING TRACKED OFF SITE AND ONTO ROAD.

DIVERSION DRAINS
APPROX 150MM - TO BE USED TO DIRECT UP-SLOPE WATER AROUND SITE. WATER SHALL BE DIRECTED TO A STABLE AREA FOR ABSORPTION OR TO A PROTECTED SEDIMENT CONTROLLED AREA.
A SLOPED VEE DRAIN (MIN 100 FALL) FROM BUILDING AND BOUNDARY SHOULD BE USED TO PROTECT STORMWATER DISCHARGE INTO NEIGHBOURING PROPERTIES

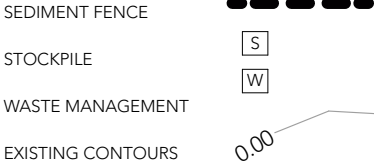
STABILISED ENTRY/EXIT
IT IS RECOMMENDED TO APPLY A SINGLE VEHICLE ENTRY & EXIT PAD TO MINIMISE SEDIMENT BEING TRACKED OFF SITE AND ONTO ROAD. A 'RUMBLE PAD' SHOULD BE USED TO PROTECT SERVICES LOCATED IN THE VERGE, CONSTRUCTED OF A MIN. 150MM LAYER OF 140MM RECYCLED AGGREGATE OR CRUSHED ROCK OVER A GEOTEXTILE FABRIC BASE. A RAISED AREA ACROSS THE HUMP CAN BE USED TO DIRECT STORMWATER RUNOFF INTO A SEDIMENT CONTROLLED AREA. CALL DIAL BEFORE YOU DIG TO DETERMINE LOCATION OF SERVICES

WASTE MANAGEMENT
A WASTE MANAGEMENT PLAN SHOULD BE USED TO SUFFICIENTLY DISPOSE OF ALL WASTE OFF SITE TO ENSURE AGAINST THE CONTAMINATION OF STORMWATER

STOCKPILES
TO BE LOCATED UPHILL TO ENSURE THE PROTECTION FROM STORMWATER RUNOFF & DRAINAGE PATHWAYS - IF UNABLE TO BE STORED UPHILL, A BANK OR DIVERSION DRAIN SHALL BE USED AROUND THE STOCKPILE AREAS.

CONTAMINANTS MANAGEMENT
ALL CONTAMINANTS SHOULD BE PREVENTED FROM DISCHARGING INTO DRAINS. A DEDICATED AREA FOR CONCRETE WASTE, EQUIPMENT & PAINT CLEANING MUST BE UTILIZED. MINIMISE DUST BY USING EQUIPMENT THAT RECYCLES WATER, FILTERS DUST AND CONTAINS SLURRY.

LEGEND



WARNING

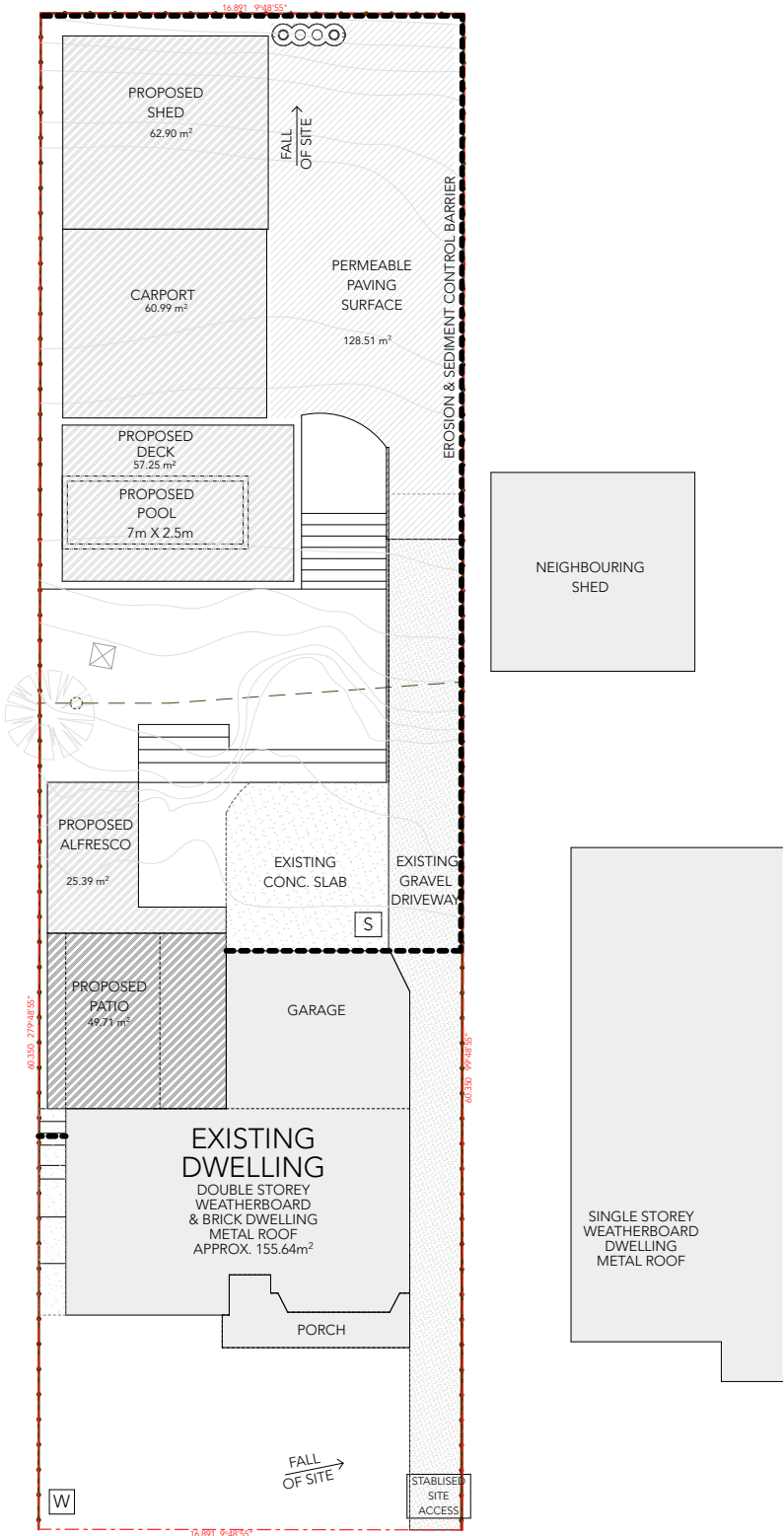
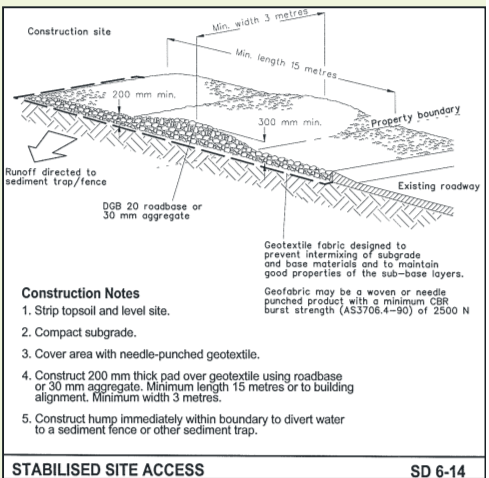
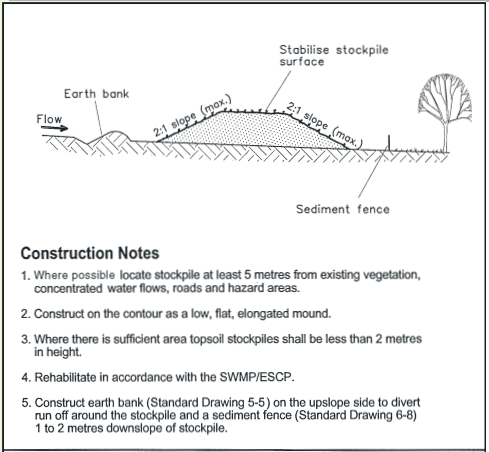
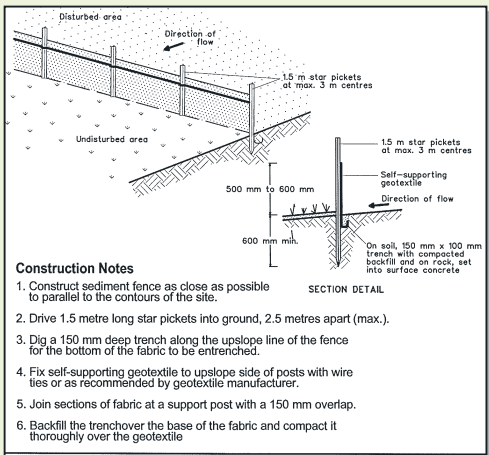
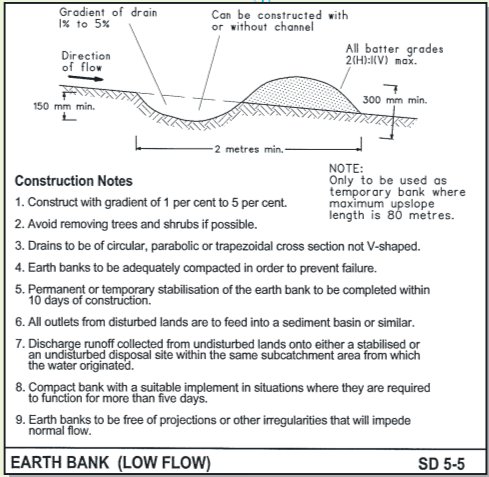
BEWARE OF EXISTING UNDERGROUND SERVICES
- CONTRACTOR TO CONFIRM PRIOR TO SITE WORKS

ANY DAMAGE TO THE ROAD VERGE LANDSCAPING OR SERVICES DURING HOUSE AND LANDSCAPE CONSTRUCTION WILL BE RECTIFIED AT CONTRACTORS COST

PLEASE ENSURE BUILDERS USE NOMINATED ACCESS ONLY TO ENTER SITE TO AVOID DAMAGE TO EROSION & SEDIMENT CONTROLS

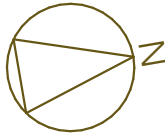
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PROPOSED GARAGE	63.59m²
VEHICLE MOVEMENT	132.07m²

TOTAL 376.18m²

Client
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Drawing Title:
EROSION &
SEDIMENT
CONTROL PLAN

Rev.	Date	Notes
C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D3	14.05.25	DA

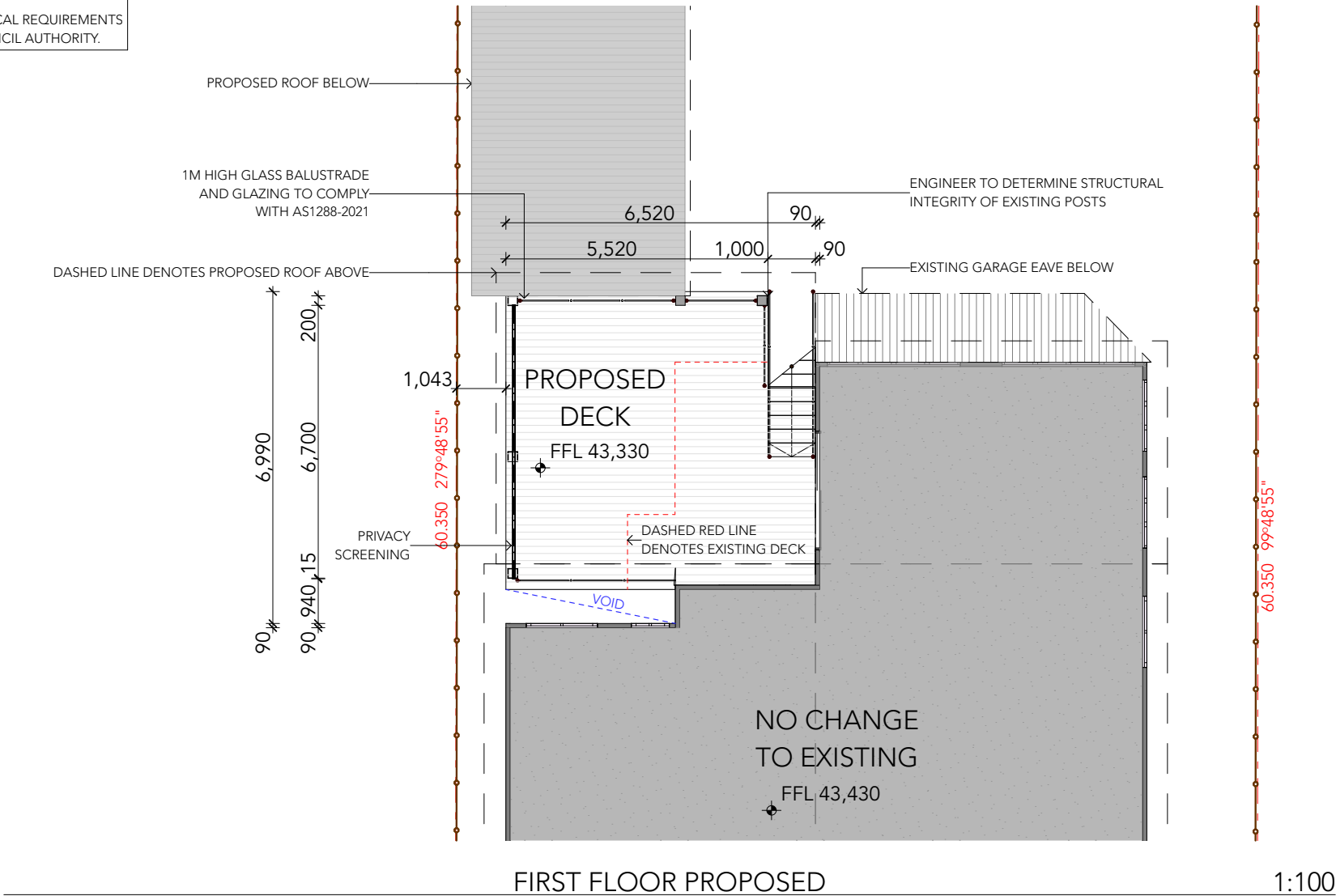
Plot Date:		3/7/2025
Job Ref:	Page No:	Rev
YHD-543	DA.4	D5

EDWARD STREET

EROSION & SEDIMENT CONTROL PLAN 1:250

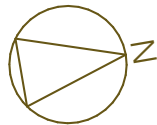
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TOTAL 376.18m²

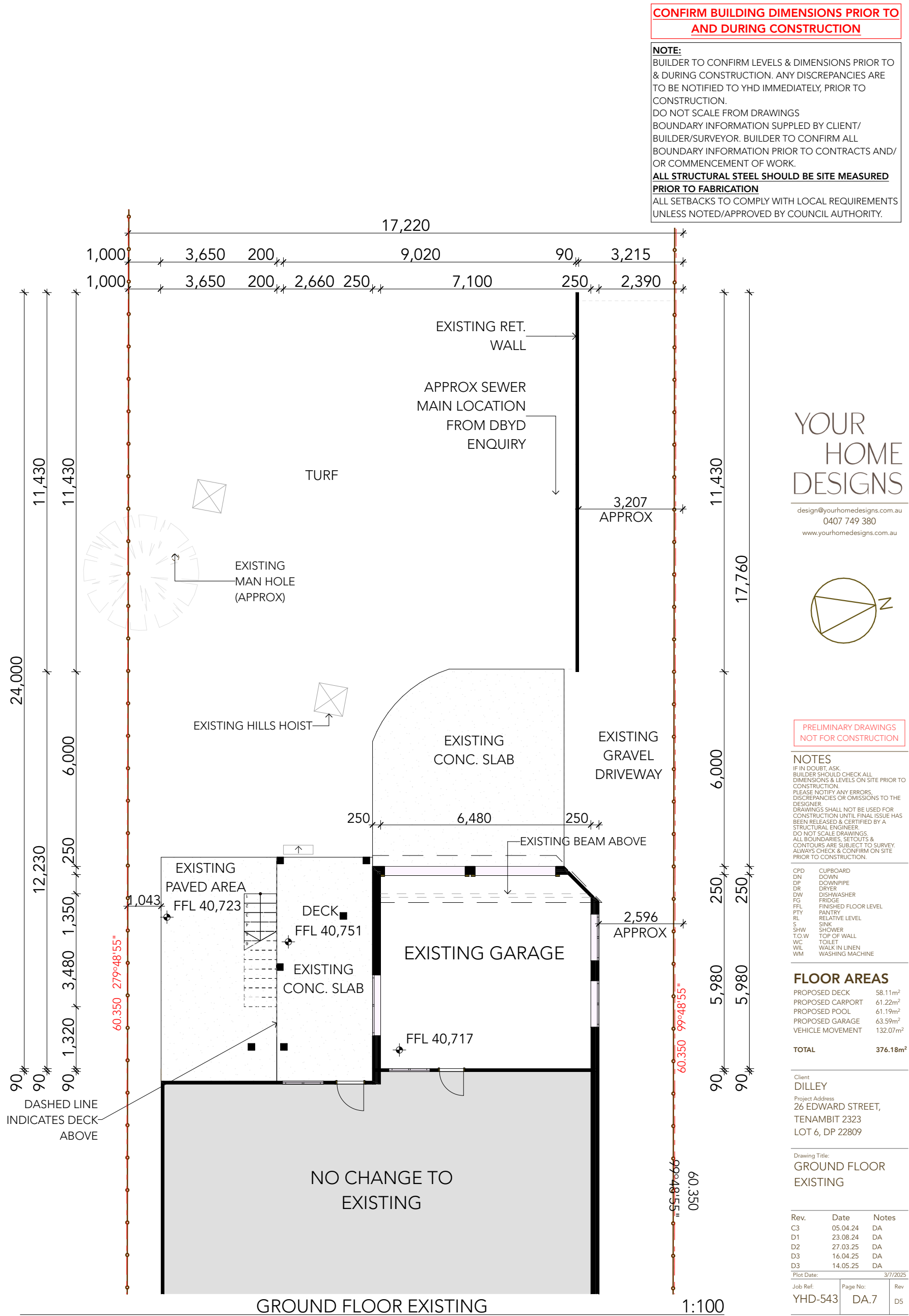
Client
DILLEY
Project Address
26 EDWARD STREET,
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LOT 6, DP 22809

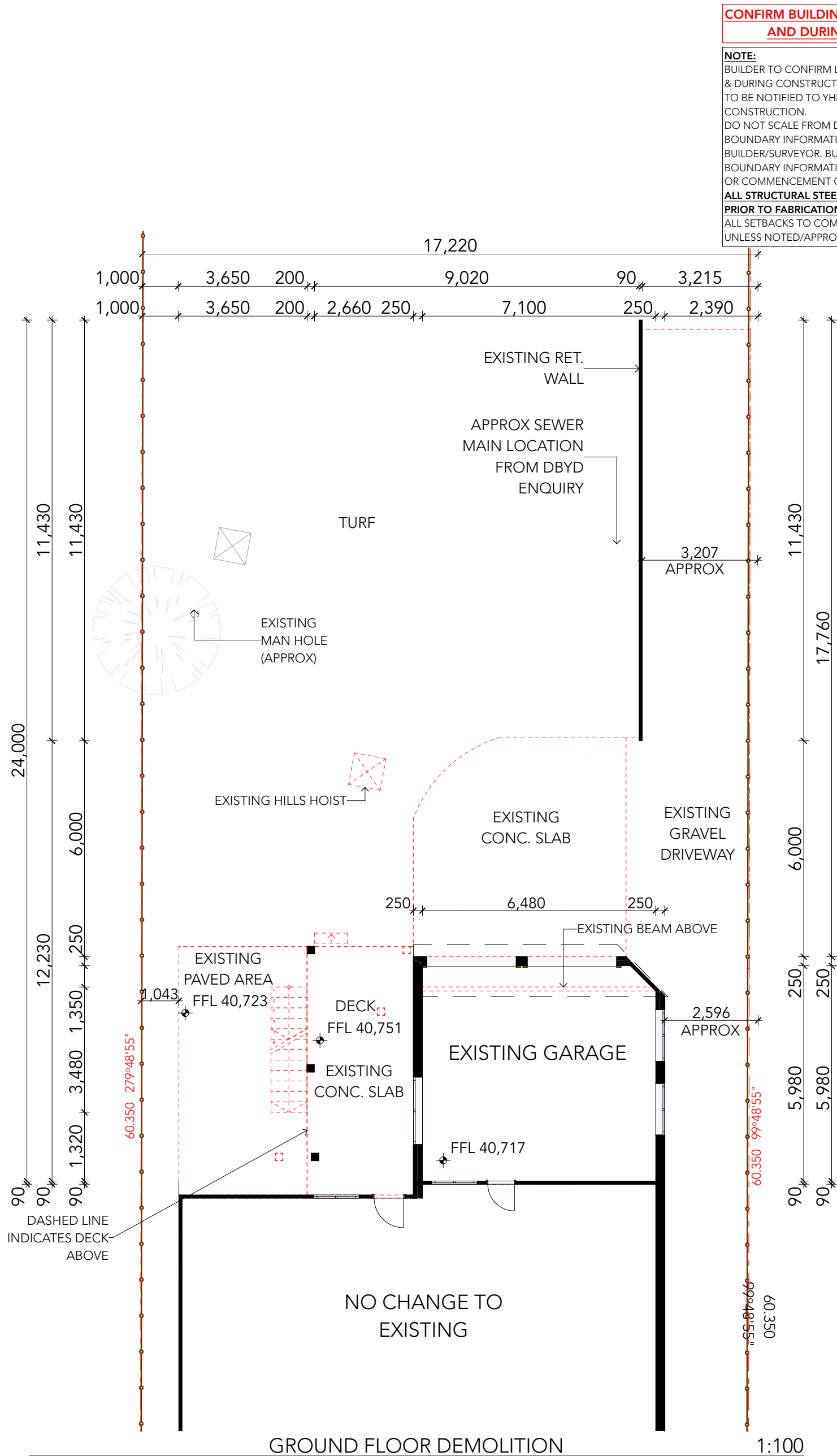
Drawing Title:
**FIRST FLOOR
PROPOSED**

Rev.	Date	Notes
C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D4	14.05.25	DA
D5	3.07.25	RFI

Plot Date: 3/7/2025

Job Ref:	Page No:	Rev
YHD-543	DA.6	D5



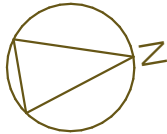


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TOTAL 376.18m²

Client
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Project Address
26 EDWARD STREET,
TENAMBIT 2323
LOT 6, DP 22809

Drawing Title:
GROUND FLOOR
DEMOLITION

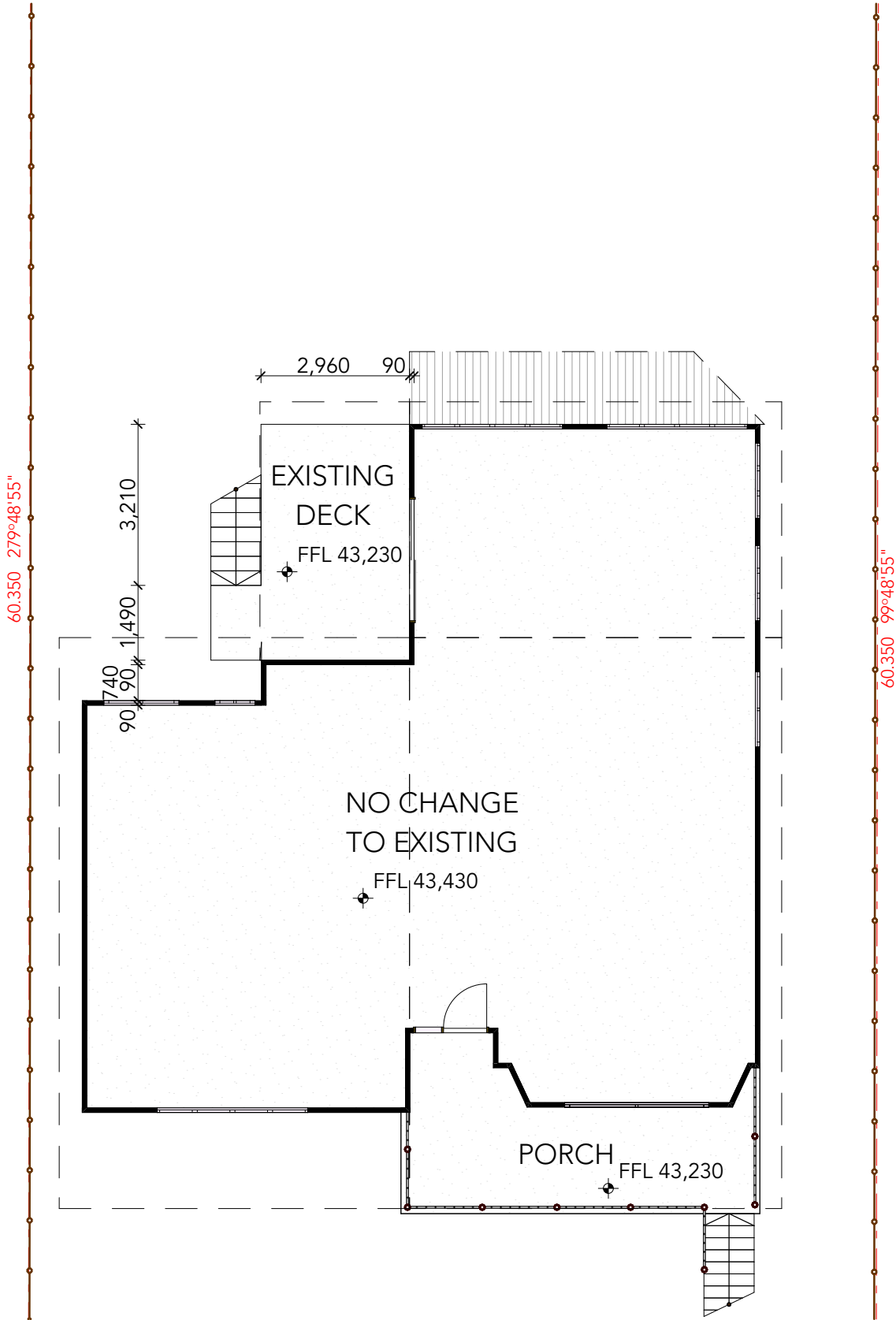
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C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D3	14.05.25	DA

Plot Date: 3/7/2025

Job Ref	Page No	Rev
YHD-543	DA.8	D5

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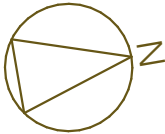
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FIRST FLOOR EXISTING 1:100

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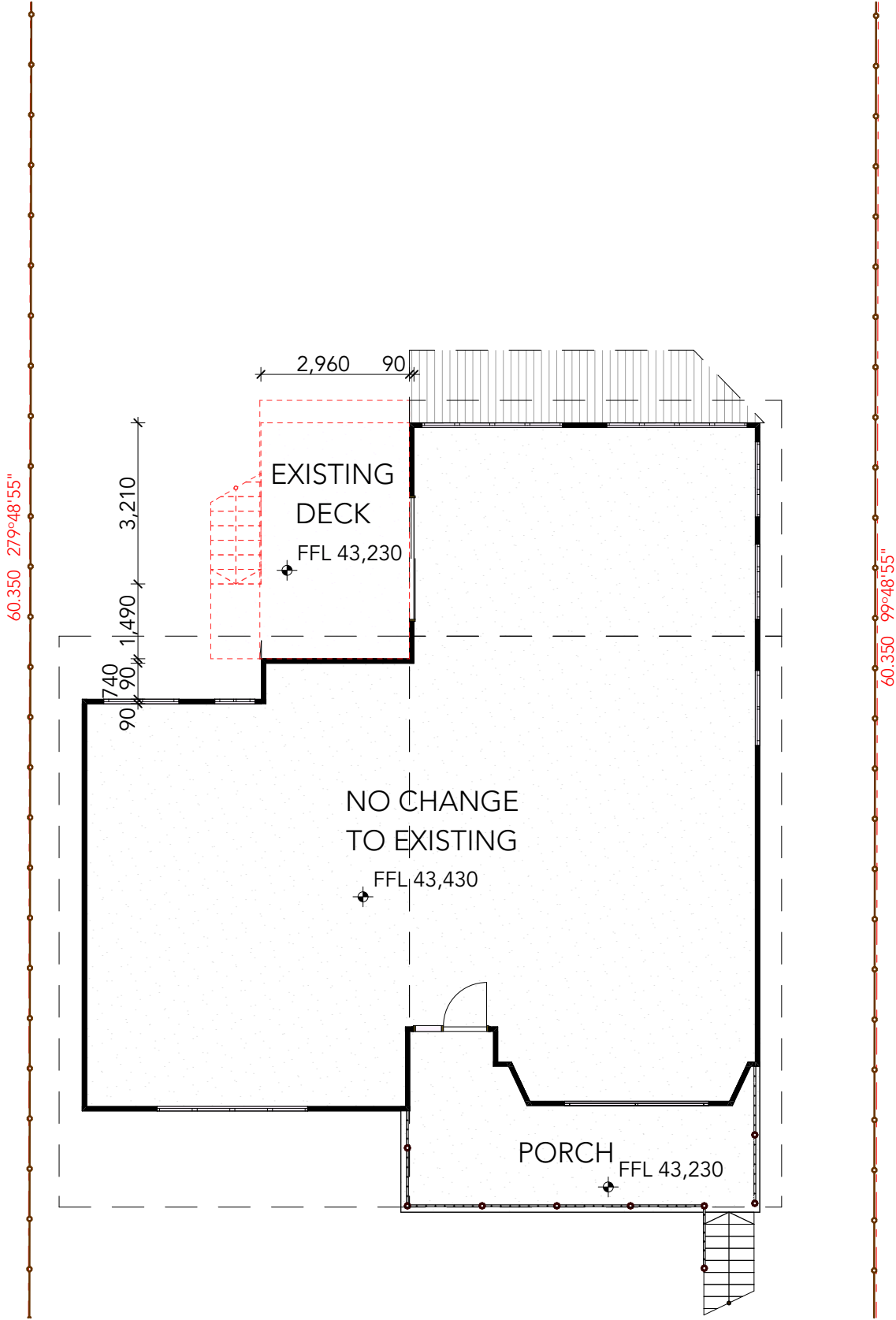
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FIRST FLOOR DEMOLITION 1:100

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FLOOR AREAS	
PROPOSED DECK	58.11m ²
PROPOSED CARPORT	61.22m ²
PROPOSED POOL	61.19m ²
PROPOSED GARAGE	63.59m ²
VEHICLE MOVEMENT	132.07m ²

TOTAL 376.18m²

Client
DILLEY
Project Address
26 EDWARD STREET,
TENAMBIT 2323
LOT 6, DP 22809

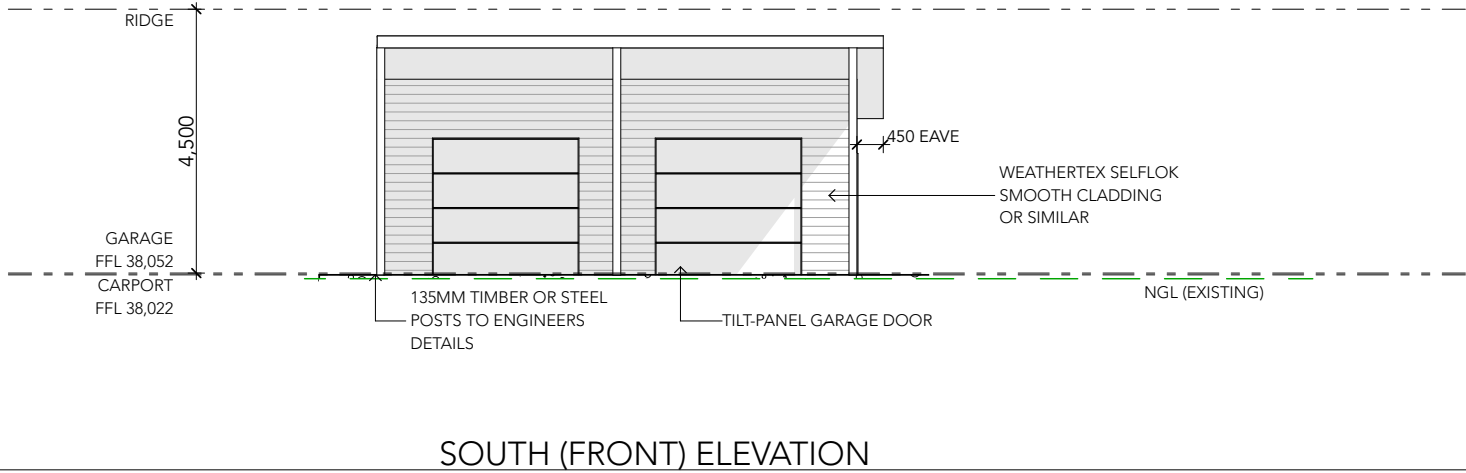
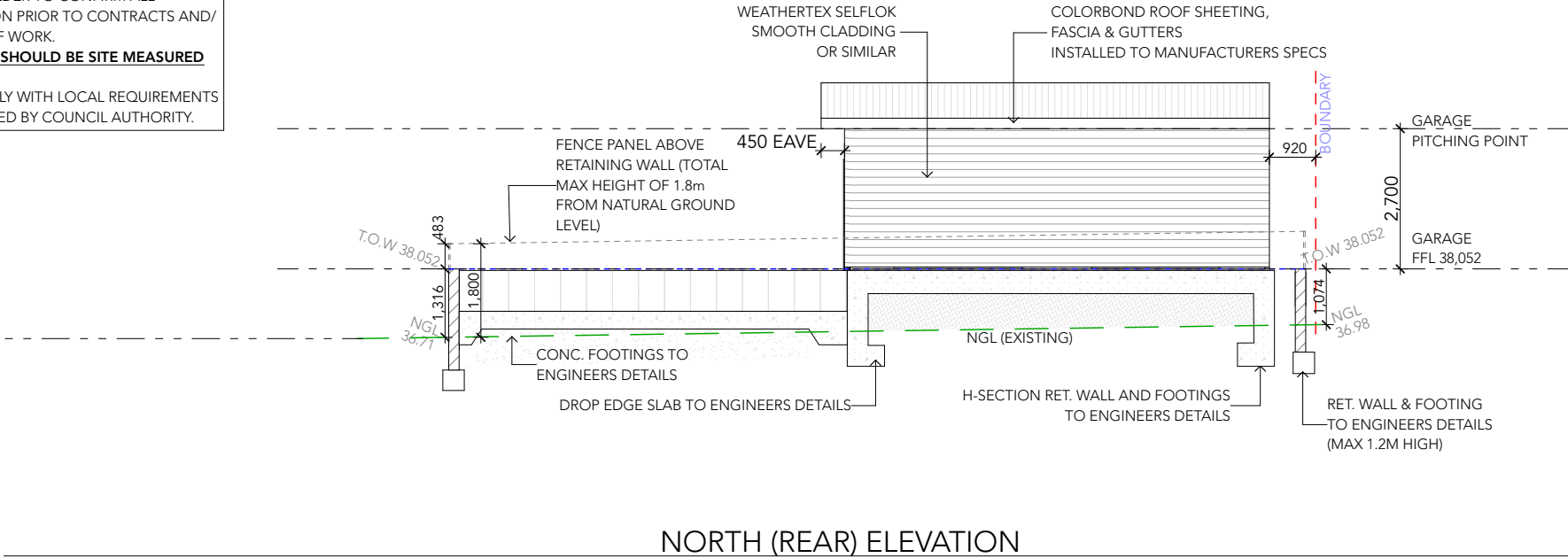
Drawing Title:
FIRST FLOOR
DEMOLITON

Rev.	Date	Notes
C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D3	14.05.25	DA

Plot Date:		3/7/2025
Job Ref:	Page No:	Rev
YHD-543	DA.10	D5

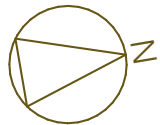
CONFIRM BUILDING DIMENSIONS PRIOR TO AND DURING CONSTRUCTION

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CPD	CUPBOARD
DN	DOWN
DP	DOWNPIPE
DR	DRYER
DW	DISHWASHER
FG	FRIDGE
FFL	FINISHED FLOOR LEVEL
PTY	PANTRY
RL	RELATIVE LEVEL
S	SINK
SHW	SHOWER
T.O.W	TOP OF WALL
WC	TOILET
WIL	WALK IN LINEN
WM	WASHING MACHINE

FLOOR AREAS

PROPOSED DECK	58.11m ²
PROPOSED CARPORT	61.22m ²
PROPOSED POOL	61.19m ²
PROPOSED GARAGE	63.59m ²
VEHICLE MOVEMENT	132.07m ²

TOTAL 376.18m²

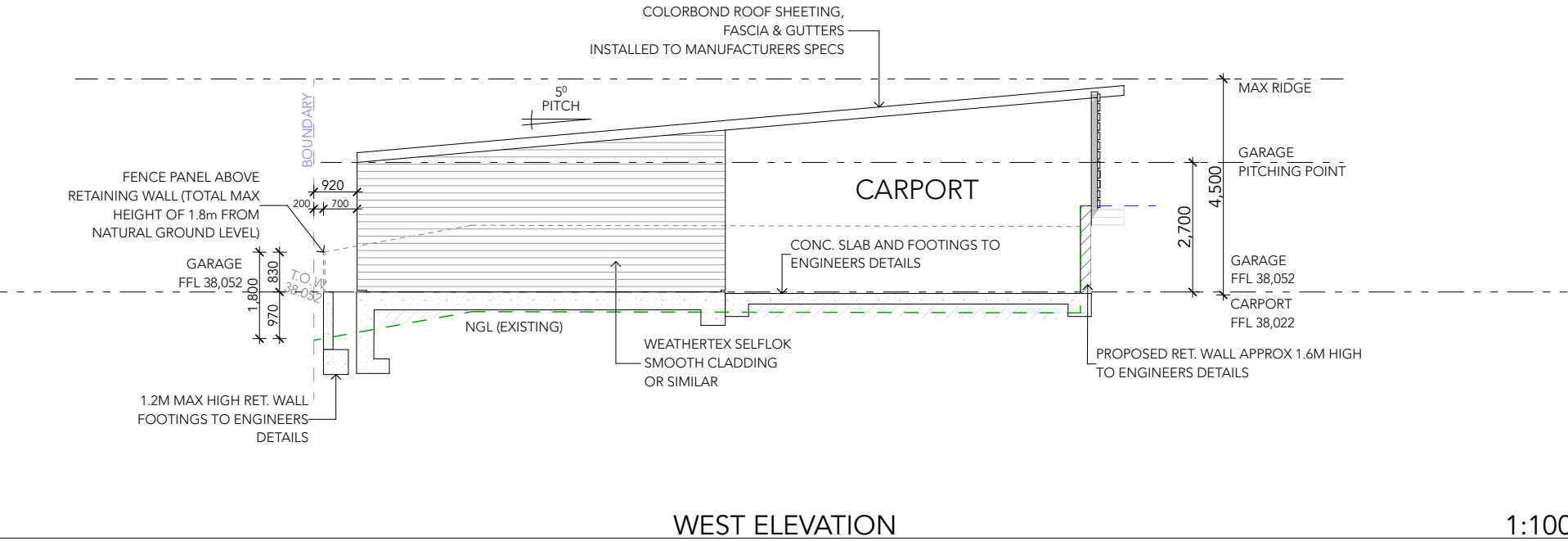
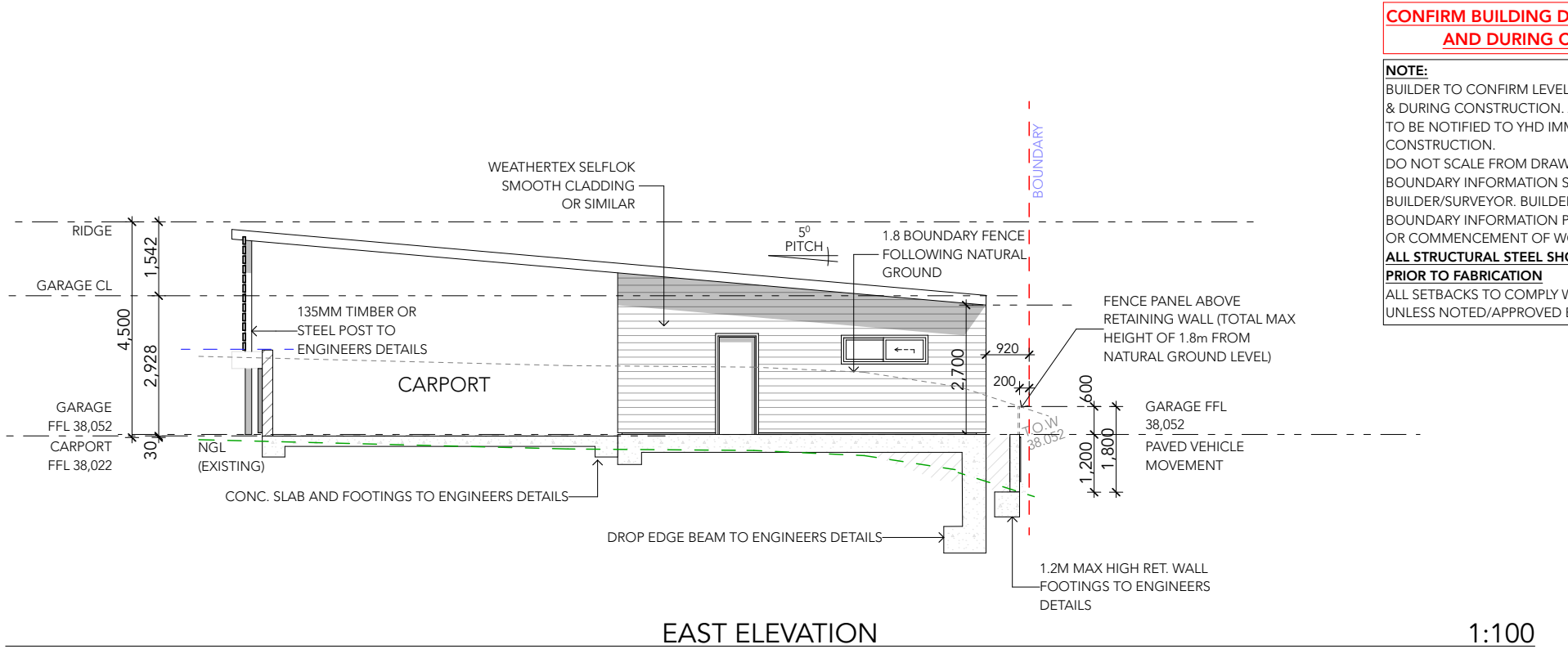
Client
DILLEY
Project Address
26 EDWARD STREET,
TENAMBIT 2323
LOT 6, DP 22809

Drawing Title:
**ELEVATIONS
(GARAGE)**

Rev.	Date	Notes
C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D4	14.05.25	DA
D5	3.07.25	RFI

Plot Date: 3/7/2025

Job Ref:	Page No:	Rev
YHD-543	DA.11	D5



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CPD CUPBOARD
DN DOWN
DP DOWNPIPE
DR DRYER
DW DISHWASHER
FG FRIDGE
FFL FINISHED FLOOR LEVEL
PTY PANTRY
RL RELATIVE LEVEL
S SINK
SHW SHOWER
T.O.W TOP OF WALL
WC TOILET
WIL WALK IN LINEN
WM WASHING MACHINE

FLOOR AREAS

PROPOSED DECK	58.11m ²
PROPOSED CARPORT	61.22m ²
PROPOSED POOL	61.19m ²
PROPOSED GARAGE	63.59m ²
VEHICLE MOVEMENT	132.07m ²

TOTAL 376.18m²

Client
DILLEY
Project Address
26 EDWARD STREET,
TENAMBIT 2323
LOT 6, DP 22809

Drawing Title:
ELEVATIONS(GARAGE)

Rev.	Date	Notes
C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D4	14.05.25	DA
D5	3.07.25	RFI

Plot Date: 3/7/2025

Job Ref:	Page No:	Rev
YHD-543	DA.12	D5

CONFIRM BUILDING DIMENSIONS PRIOR TO AND DURING CONSTRUCTION

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S	SINK
SHW	SHOWER
T.O.W	TOP OF WALL
WC	TOILET
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WM	WASHING MACHINE

FLOOR AREAS	
PROPOSED DECK	58.11m ²
PROPOSED CARPORT	61.22m ²
PROPOSED POOL	61.19m ²
PROPOSED GARAGE	63.59m ²
VEHICLE MOVEMENT	132.07m ²
TOTAL	376.18m²

Client
DILLEY
Project Address
26 EDWARD STREET,
TENAMBIT 2323
LOT 6, DP 22809

Drawing Title:
ELEVATIONS (YARD)

Rev.	Date	Notes
C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D4	14.05.25	DA
D5	3.07.25	RFI

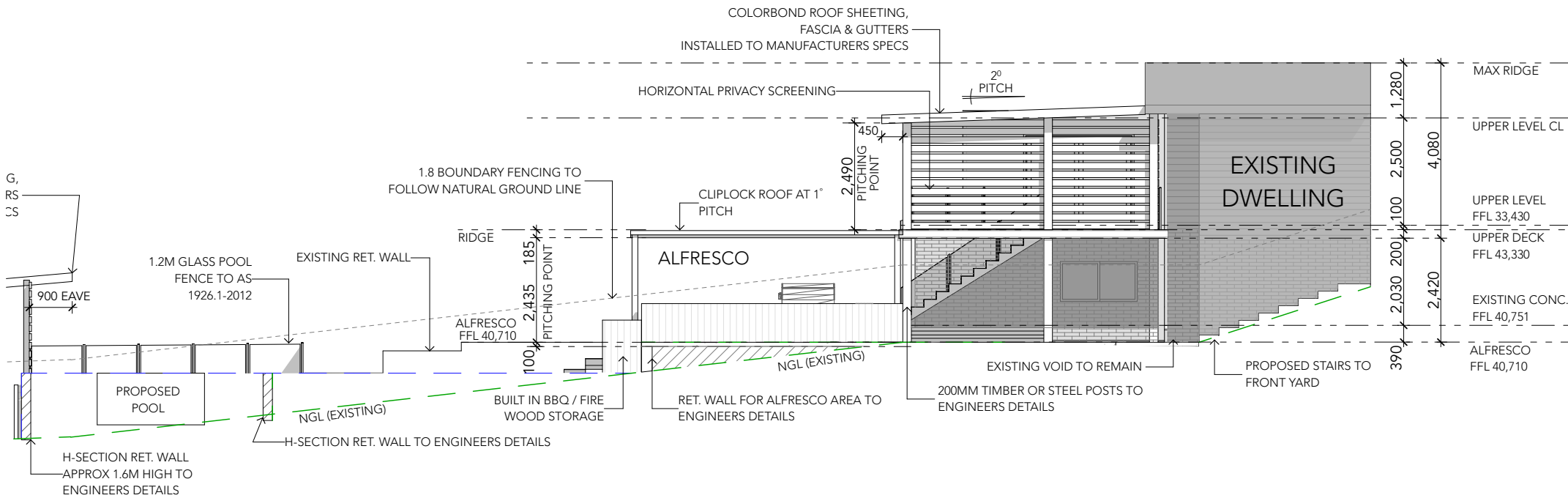
Plot Date: 3/7/2025

Job Ref:	Page No:	Rev
YHD-543	DA.13	D5



SOUTH (FRONT) ELEVATION

1:100

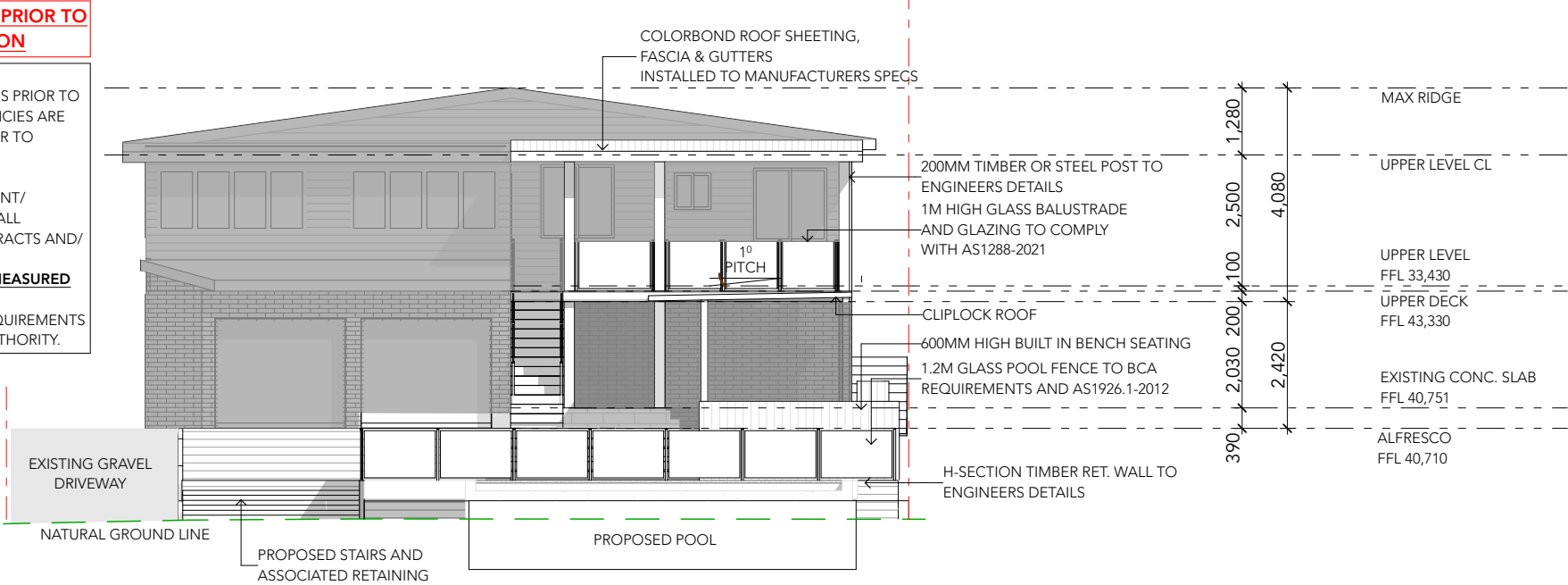


WEST ELEVATION

1:100

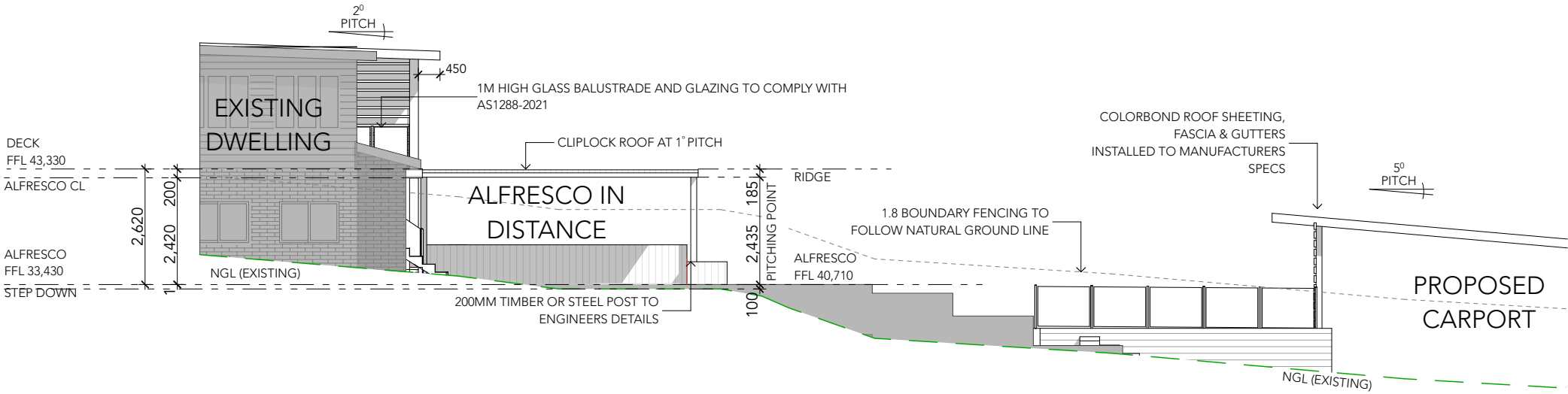
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NORTH (REAR) ELEVATION

1:100

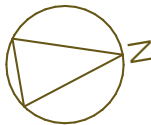


EAST ELEVATION

1:100

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DN	DOWN
DP	DOWNPIPE
DR	DRYER
DW	DISHWASHER
FG	FRIDGE
FFL	FINISHED FLOOR LEVEL
PTY	PANTRY
RL	RELATIVE LEVEL
S	SINK
SHW	SHOWER
T.O.W	TOP OF WALL
WC	TOILET
WIL	WALK IN LINEN
WM	WASHING MACHINE

FLOOR AREAS

PROPOSED DECK	58.11m ²
PROPOSED CARPORT	61.22m ²
PROPOSED POOL	61.19m ²
PROPOSED GARAGE	63.59m ²
VEHICLE MOVEMENT	132.07m ²

TOTAL 376.18m²

Client
DILLEY
Project Address
26 EDWARD STREET,
TENAMBIT 2323
LOT 6, DP 22809

Drawing Title:
ELEVATIONS (YARD)

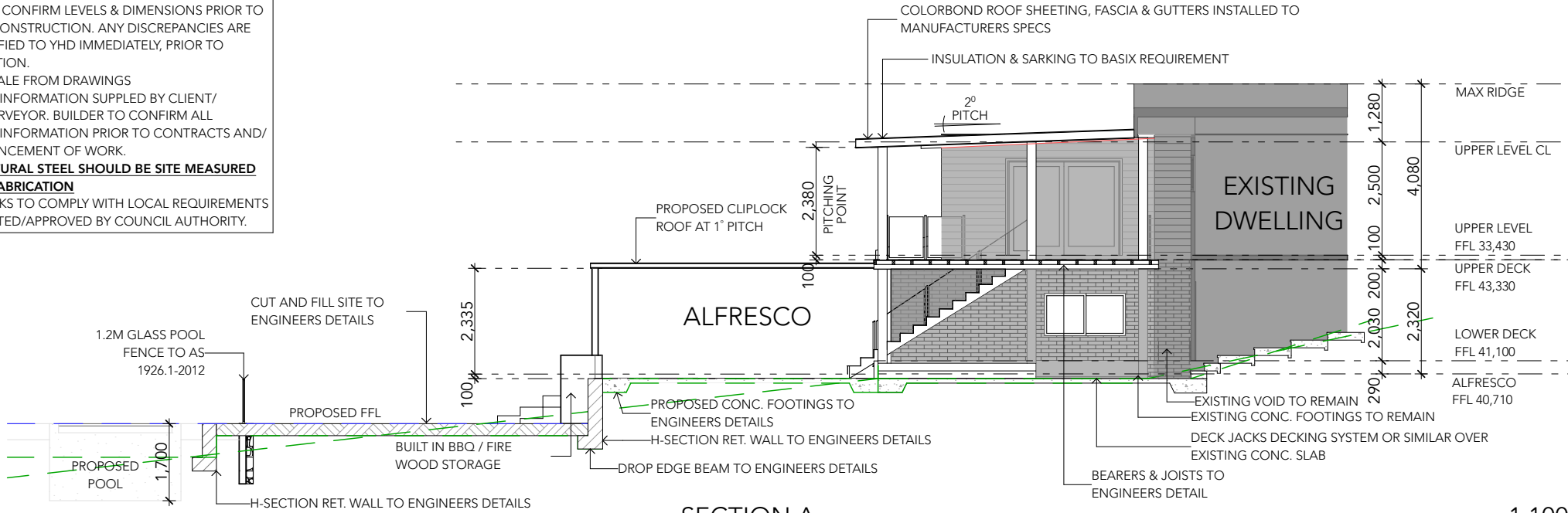
Rev.	Date	Notes
C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D4	14.05.25	DA
D5	3.07.25	RFI

Plot Date: 3/7/2025

Job Ref:	Page No:	Rev
YHD-543	DA.14	D5

CONFIRM BUILDING DIMENSIONS PRIOR TO AND DURING CONSTRUCTION

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GENERAL NOTES
IT IS THE SOLE RESPONSIBILITY OF THE BUILDER TO ENSURE COMPLIANCE WITH THE RELEVANT AUSTRALIAN STANDARDS, AUTHORITIES CODES & THE BCA.
TERMITE TREATMENT TO COMPLY WITH AUSTRALIAN STANDARD 3660.1, BCA & RELEVANT LOCAL AUTHORITIES CODES - WHERE PHYSICAL BARRIERS CANNOT BE USED, A SUITABLE CHEMICAL BARRIER IS TO BE EMPLOYED. IF ENGINEERED FLOOR SLAB SYSTEM (AS2870) IS USED, SEAL PENETRATIONS WITH APPROVED COLLARS. HAND SPRAY REQUIRED UNDER MAIN FLOOR SLAB - REFER BUILDING CERTIFIER FOR DETAILED PROCEDURES.
ALL HANDRAILS & BALUSTRADES TO COMPLY WITH THE BCA & RELEVANT AUSTRALIAN STANDARDS.
WHERE ITEMS ARE REQUIRED FOR GOOD BUILDING PRACTICE, BUT NOT INCLUDED WITH SPECIFICATIONS OR DRAWINGS NOT REFERENCED IN EITHER, CONTRACTOR TO INCLUDE.
IT IS THE SOLE RESPONSIBILITY OF THE BUILDER TO PHYSICALLY LOCATE THE EXTENT OF EXISTING SERVICES AND ONSITE FEATURES BOTH ABOVE AND BELOW THE GROUND AND NOTIFY PROPRIETOR OF ANY CLASH WITH PROPOSED WORKS PRIOR TO CONSTRUCTION.
ALL FLOOR AREAS SHOWN ARE INDICATIVE AND MAY BE SUBJECT TO CHANGE DUE TO CONSTRUCTION TOLERANCES. ALL CONTRACTORS ARE TO CHECK DRAWINGS AND NOTIFY AUTHOR OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION. CONTRACTOR TO PREPARE ADDITIONAL CONSTRUCTION DRAWINGS AND DETAILS AS DEEMED NECESSARY - OR TO NOTIFY DESIGNER OR ENGINEER PRIOR TO COMMENCING WORKS.
PLANS ARE COPYRIGHT TO THE OWNER (YOUR HOME DESIGNS) AND CANNOT BE REPRODUCED IN WHOLE OR IN PART BY ANY MEDIUM WITHOUT THE WRITTEN PERMISSION.

WINDOW SCHEDULE	
ID	W01
HEIGHT	600
WIDTH	1,810
QUANTITY	1
TYPE	SLIDING
ELEVATION	
NOTE:	WINDOW SIZES TAKEN FROM "BRADNAMS". FINAL SIZES TO BE CHECKED & CONFIRMED BY BUILDER / SUPPLIER AND ANY ALTERATIONS ARE TO BE NOTIFIED TO THE DESIGNER.

SECTION NOTES:
- ALL TIMBER BEAMS & POSTS EXPOSED TO OUTSIDE ELEMENTS ARE TO BE TREATED PINE OF APPROPRIATE GRADE OR SUITABILITY OF TIMBER WITH A HIGH RESISTANCE TO TERMITES, SEALED & FINISHED CORRECTLY. CHECK LOCAL AUTHORITIES STANDARD OF PRACTICE.
- PRE-FABRICATED FRAME TO MANUFACTURERS SPECIFICATION AND IN ACCORDANCE WITH AS 1684 (NATIONAL TIMBER FRAMING CODE), ALSO BRACED TO CORRECT WIND RATING IN ACCORDANCE WITH AS 4055 (WIND LOADS FOR HOUSING). BUILDER TO DETERMINE WIND RATING.
- INSTALLATION OF WET AREA WATERPROOFING WHERE MOISTURE/ WATER ARE CONCERNED INCLUDING ROOF/SHOWER/CONCRETE SLAB IN CONSTRUCTION OF THIS DWELLING ARE TO BE SUITABLY FLASHED AND TREATED IN ACCORDANCE WITH AS 3740 AND RELEVANT STANDARDS.
- ALL TREATMENT IN ACCORDANCE WITH AS 3660.1 NEW BUILDING WORK.
- ALL BEAMS TO PITCHING POINTS e.g BULKHEADS TO FRAMING MANUFACTURERS SPECIFICATION.

DOOR SCHEDULE				
ID	D01	D02	D03	D04
HEIGHT	2,040	2,100	2,400	2,400
WIDTH	5,180	820	2,500	2,500
QUANTITY	1	1	1	1
TYPE	3-PANEL STACKER	HINGED (EXT.)	TILT-PANEL GARAGE DOOR	TILT-PANEL GARAGE DOOR
ELEVATION				

CPD	CUPBOARD
DN	DOWN
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FG	FRIDGE
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PTY	PANTRY
RL	RELATIVE LEVEL
S	SINK
SHW	SHOWER
T.O.W	TOP OF WALL
WC	TOILET
WIL	WALK IN LINEN
WM	WASHING MACHINE

FLOOR AREAS	
PROPOSED DECK	58.11m ²
PROPOSED CARPORT	61.22m ²
PROPOSED POOL	61.19m ²
PROPOSED GARAGE	63.59m ²
VEHICLE MOVEMENT	132.07m ²
TOTAL	376.18m²

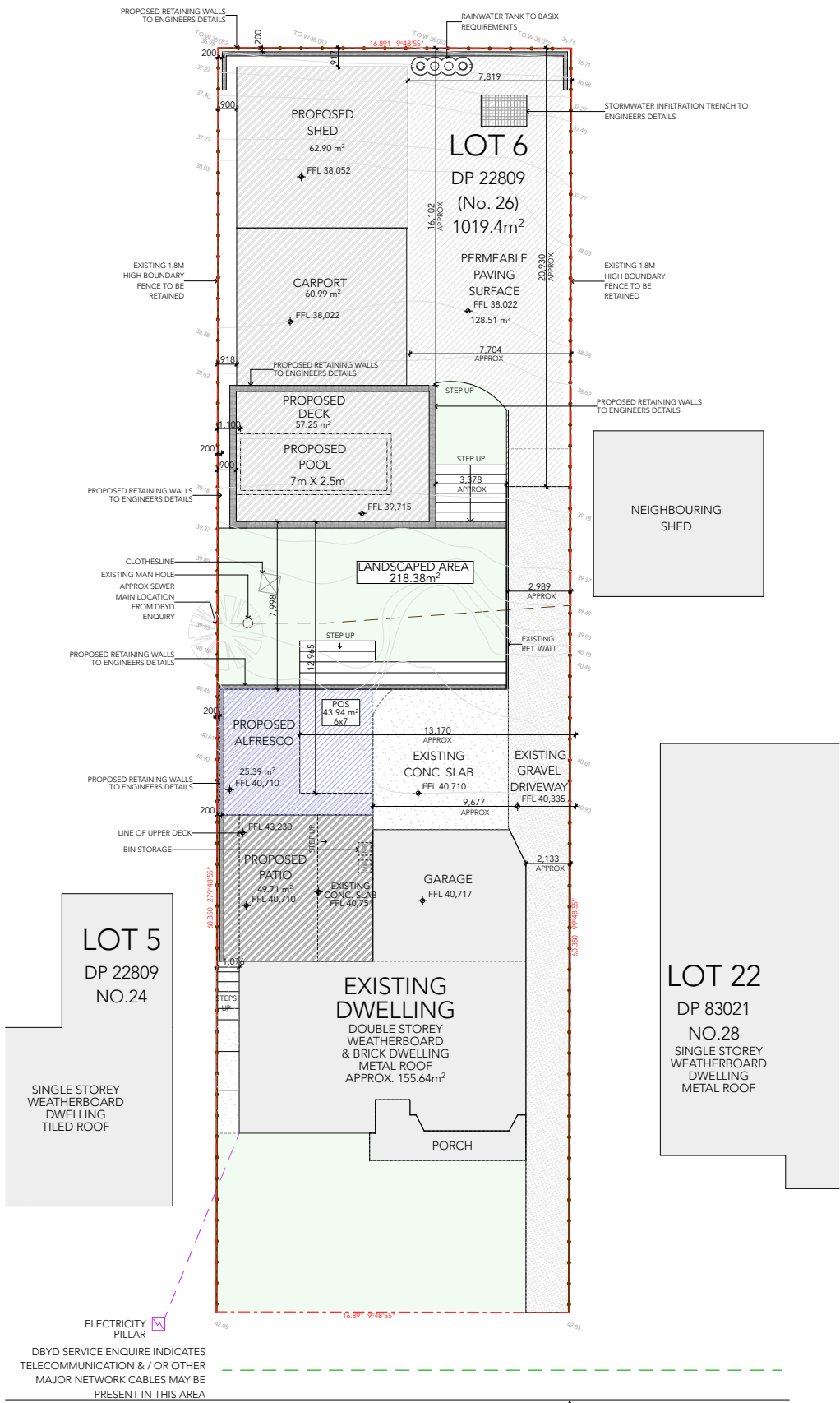
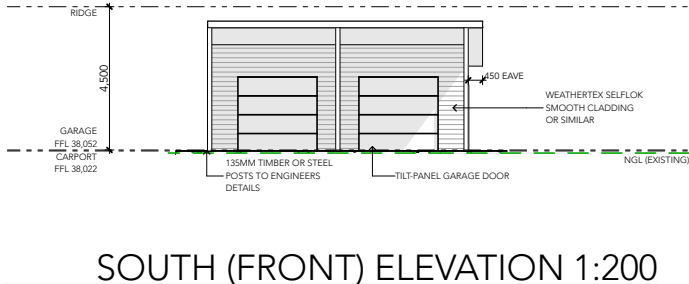
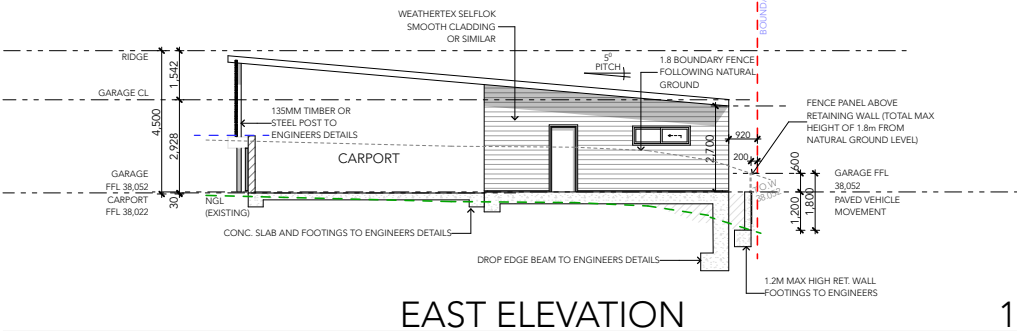
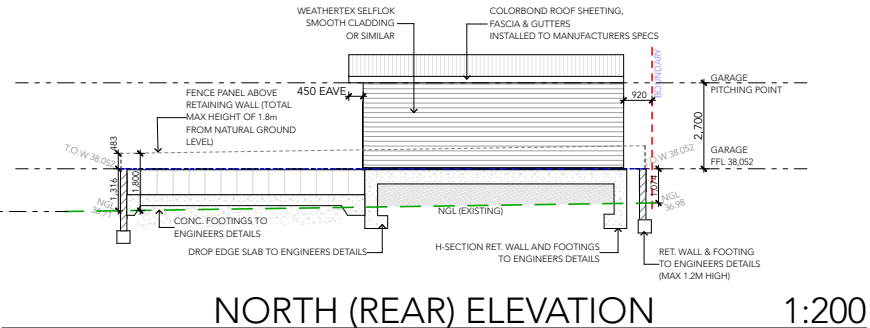
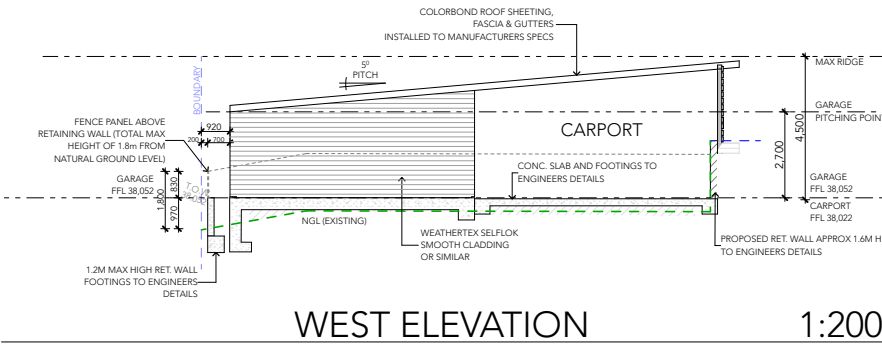
Client
DILLEY
Project Address
26 EDWARD STREET,
TENAMBIT 2323
LOT 6, DP 22809

Drawing Title:
SECTION

Rev.	Date	Notes
C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D4	14.05.25	DA
D5	3.07.25	RFI

Plot Date: 3/7/2025

Job Ref:	Page No:	Rev
YHD-543	DA.15	D5



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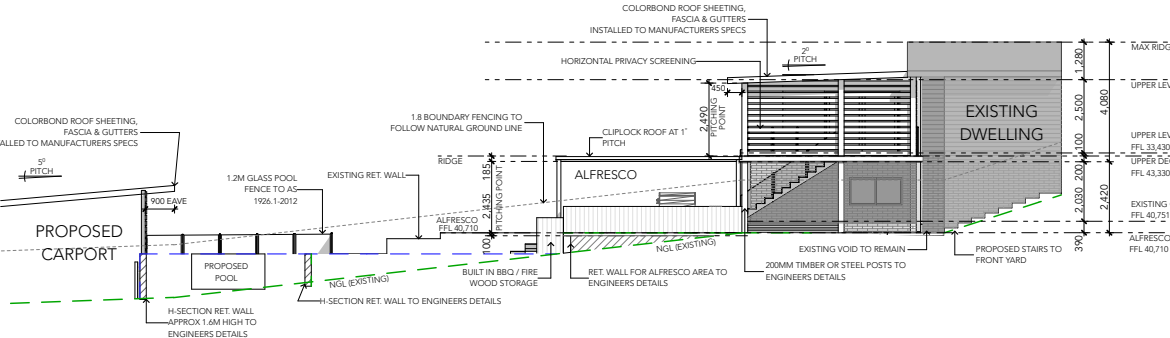
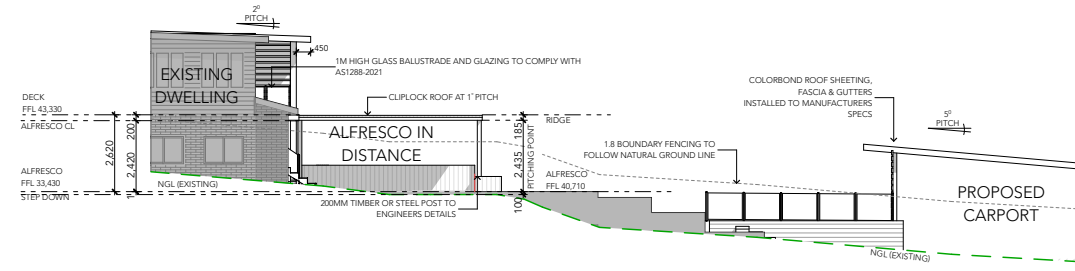
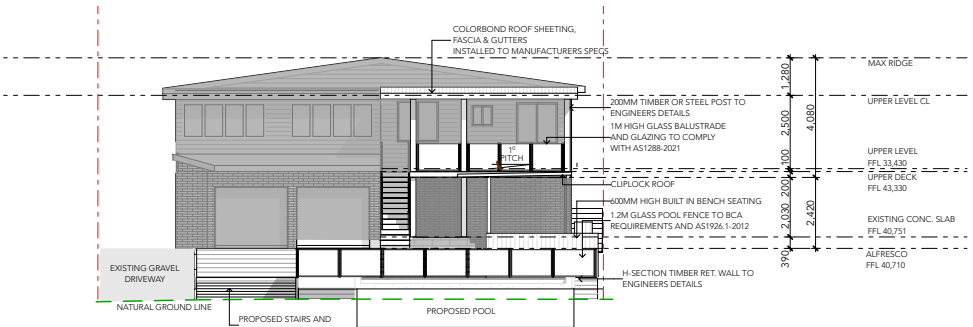
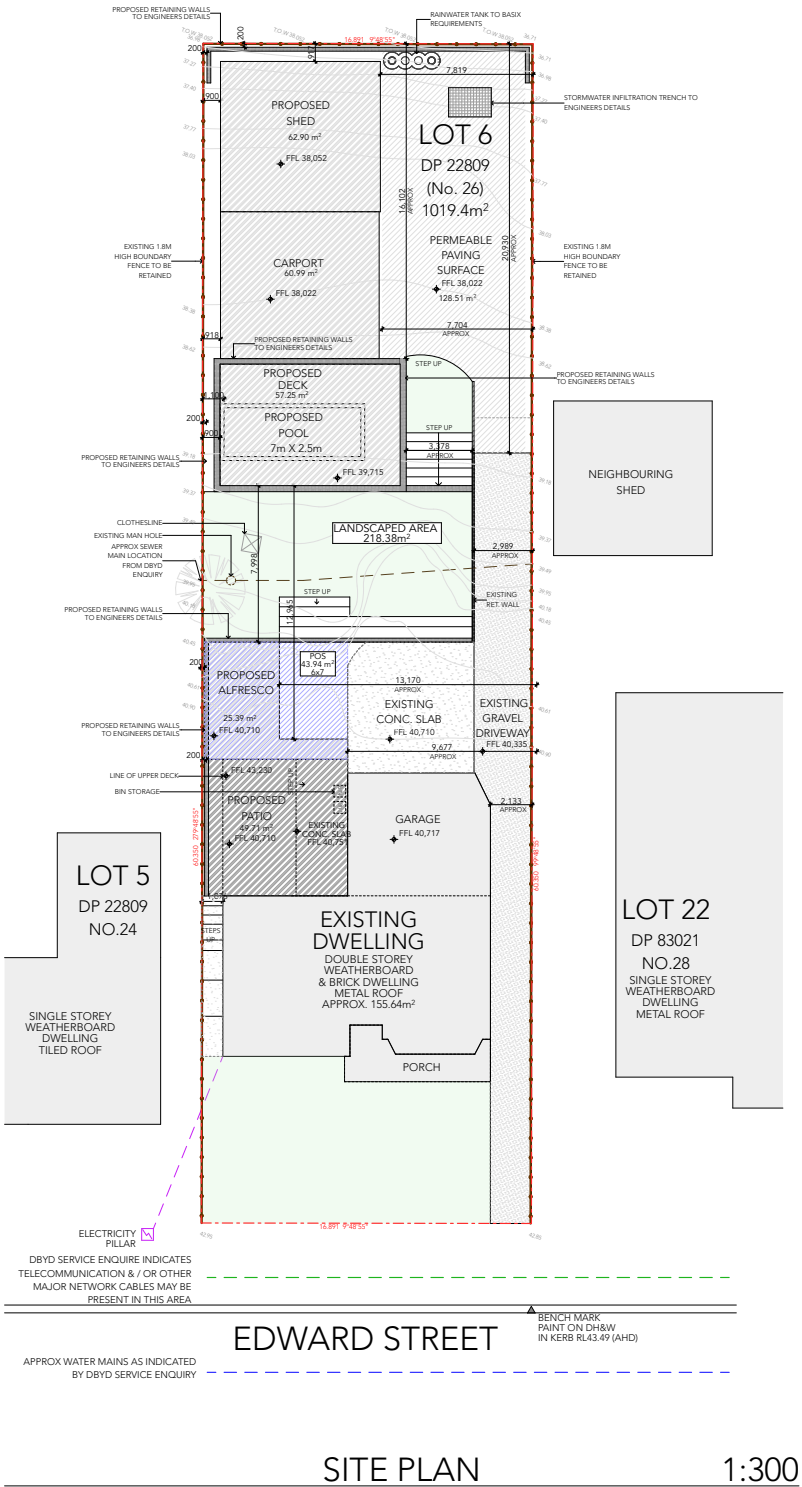
TOTAL 376.18m²

Client
DILLEY
Project Address
26 EDWARD STREET,
TENAMBIT 2323
LOT 6, DP 22809

Drawing Title:
NOTIFICATION PLAN
(GARAGE)

Rev.	Date	Notes
C3	05.04.24	DA
D1	23.08.24	DA
D2	27.03.25	DA
D3	16.04.25	DA
D3	14.05.25	DA

Plot Date:		3/7/2025
Job Ref:	Page No:	Rev
YHD-543	DA.16	D5



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TOTAL 376.18m²

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D5	3.07.25	RFI

Plot Date: 3/7/2025

Job Ref:	Page No:	Rev
YHD-543	DA.17	D5

City Planning

Development Application 2024/1104 Alterations to Dwelling, Garage, Carport, Swimming Pool & Retaining Walls at 26 Edward Street, Tenambit

Assessment Report (Under Separate Cover)

Meeting Date: 16 September 2025

Attachment No: 3


Number of Pages: 11

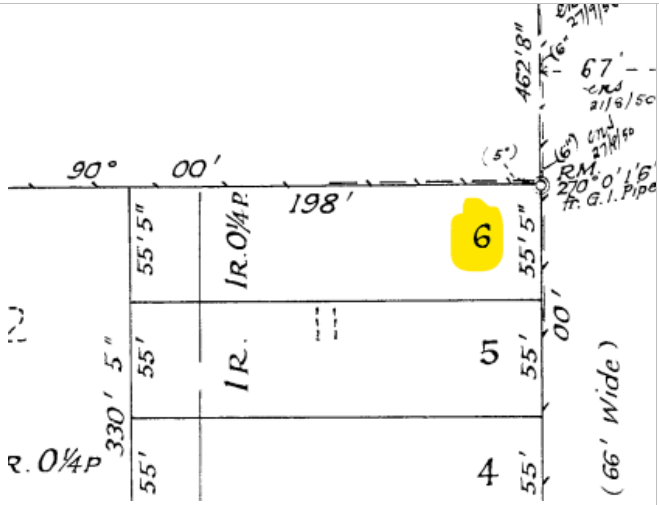


Development Application Assessment Report
Building Surveyors

Version1 2023

APPLICATION SUMMARY

Application Number	DA/2024/1104
Development Description	Alterations to Dwelling, Garage, Carport, Swimming Pool & Retaining Walls
Property Address & Title	26 Edward Street TENAMBIT NSW 2323 6/22809
Applicant	Your Home Designs Pty Ltd
Landowner/s	Louise Maree Dilley and Brad Thomas Dilley
Date of lodgement	29/01/2025
Value of Works	\$162, 775.37
Site constraints	Zone R1 General Residential Acid Sulfate Soils
	
Restrictions on title (DP & 88b)	Checked, property clear of any restrictions

	
Development Permissible	Yes
DCP variations:	
Notification	Yes - period of 14 days from 6 June 2025 to 20 June 2025
Submissions:	5 Submissions -
Report Recommendation	Approval, subject to conditions
Officer	David Whyte

ASSESSMENT

PROPOSAL AND SITE

General Matters

Update development description	Description is correct in Horizon and the portal prior to putting into decision status. Yes
HWC endorsement	Yes - Reference No: 155021
Value of development for assessment of fees suitable?	Yes - \$162,775
A review of Council's mapping identifies the following constraints affecting the subject property:	
Bushfire	N/A
Mine Subsidence	N/A
MSB Endorsement	N/A
Flooding:	N/A
Heritage:	N/A
Natural Watercourse:	N/A
Driveway location	Is the proposed driveway located clear of kerb inlet pits, street trees, signage, etc? Yes

Proposal

The application seeks consent for Alterations and additions to the existing Dwelling, with the additions of a Garage, Carport, Swimming Pool & Retaining Walls

Site

Site Description & history:	Existing house onsite with a slope to the rear.
Site inspection date:	Friday, 21 February 2025
Photographs:	Mandatory - Include aerial photograph and site inspection photograph



ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979S4.14 – Consultation and development consent (certain bushfire prone land)

The site is not mapped as bushfire prone.

S4.47 – Integrated Development

The proposal is not Integrated development:

Referrals

The proposed development did not require referral to or consultation with any internal specialist staff or external agencies.

SECTION 4.15 MATTERS FOR CONSIDERATION(a)(i) The provisions of any environmental planning instrument:**State Environmental Planning Policies**

Commonly applicable SEPP's applicable in Maitland LGA		
Instrument	Proposal	Compliance
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004	A BASIX Certificate accompanied the application indicating the proposal achieves full compliance with the BASIX requirements. A condition is to be imposed on the consent requiring compliance with the BASIX Certificate.	Yes - Certificate number: A1778214
State Environmental Planning Policy (Transport and Infrastructure) 2021 <ul style="list-style-type: none"> • Development adjacent to a rail corridor (s2.100) • Development with frontage to classified road (s2.119) • Development in or adjacent to road corridors and road reservations (s2.120) • Development impacted by an electricity tower, electricity easement, substation, power line (s2.48) 		Not applicable
State Environmental Planning Policy (Resilience and Hazards) 2021		
Chapter 4 Remediation of land	The subject site, historically used for residential purposes, is unlikely to be contaminated according to Chapter 4 considerations. It has no record of contamination, is not listed on the NSW contaminated sites list, and is not within an investigation area. Additionally, there are no records of potentially contaminating activities on the site. Therefore, a contaminated land investigation is not warranted, and the site is deemed suitable for the proposed development.	Considered suitable for the intended use.

Commonly applicable SEPP's applicable in Maitland LGA		
Instrument	Proposal	Compliance
Chapter 2 Coastal management s2.7 - Development on certain land within coastal wetlands and littoral rainforests area ; or s2.8 - Development on land in proximity to coastal wetlands or littoral rainforest	(Thornton/Woodberry area. Check mapping layers – Coastal Wetlands and Coastal Area Proximity Wetlands)	Not applicable

Maitland Local Environmental Plan 2011 (MLEP 2011)

The MLEP 2011 has been considered in the assessment of the application. The following is a summary of the clauses under the MLEP 2011 applicable to the development

MLEP 2011	Proposal	Compliance
Is the proposal permissible in the zone and does the proposal comply with the zone objectives of the LEP?	The proposed development is permissible in this zone and considered to be consistent with the zone objectives.	Yes – proposal is consistent with the surrounding areas and the zone objectives
Is the proposal a dwelling to be erected in Zone RU1, RU2, E3 or E4 ? <i>If yes does the lot and development meet Clause 4.2A?</i>		N/A
Is the height of the proposed building exceeding the development standard in the LEP, Cl4.3?		There is no specified maximum building height in the LEP
Is the floor space ratio of the proposed building exceeding the development standard in the LEP, Clause 4.4?		There is no specified maximum FSR in the LEP
Does the application require any variations to development standards, Clause 4.6?		No
Heritage Conservation, Cl5.10 – Is the property. a) listed as a heritage item under the LEP b) located within the vicinity of a heritage item c) located within a Heritage Conservation Area under the either the Local Environmental Plan or the draft Local Environmental Plan d) shows signs of items of Aboriginal Heritage at the time of site inspection		No
Acid sulphate soils, Clause 7.1 – (1) The objective of this clause is to ensure that development does not disturb, expose or drain acid sulphate soils and cause environmental damage.	The site is affected by acid sulphate soils, however the excavation proposed as part of this development consent is not below the level specified in clause 7.1 and as such a management plan is not required.	Yes- DA will be conditioned accordingly.

MLEP 2011	Proposal	Compliance
Earthworks, Clause 7.2 (1) The objectives of this clause are to ensure that earthworks for which development consent is required will not have a detrimental impact on environmental functions and processes, neighbouring uses, cultural or heritage items or features of the surrounding land	The site is not located within proximity of any cultural or heritage items. The proposal includes minimal excavation and is not considered to result in any adverse detrimental impacts upon environmental functions and processes or neighbouring uses.	Yes

[\(a\)\(ii\) Any proposed instrument \(Draft LEP, Planning Proposal\)](#)

There are no relevant Draft Environmental Planning Instruments that are relevant to the proposed development.

[\(a\)\(iii\) Any development control plan](#)

Maitland Development Control Plan 2011 has been considered in the assessment of the application. The following comments are made:

Part C – Design Guidelines			
C.8 – Residential Design:			
Element	Design Criteria	Complies	Comment
2. Site Analysis and Site Context	A detailed site analysis shall be submitted with a development application for all residential development with the exception of a single detached dwelling.	N/A	Exception of a single detached dwelling.
3. Development Incorporating Existing Dwellings	Existing dwellings are to be treated as if it were a new dwelling and should meet all performance criteria in this DCP.	Yes	The site contains an existing dwelling which meets the requirements of this chapter, specifically in relation to car parking and private open space.
4. Bulk Earthworks/ Retaining Walls	Maximum extent of fill shall be 600mm and the maximum extent of cut shall be 900mm. Walls over 1,200mm should be tiered.	Yes	The existing site falls to the rear with the proposal including a wall long the rear and returning up the block. The overall height of the proposed retaining wall and shed will result in a shed height of under 4m.
5. Street Building Setbacks	<u>R1 – Dwelling:</u> 4.5m to primary frontage, articulation or entry features (i.e., portico) 3m & max 25% of the width of the front façade, 3m to secondary frontage <u>Garages, carports, sheds and outbuildings</u> - from any road frontage 6m or 1m behind building line whichever is greater for garage.	N/A	The proposed works does not include any additional works to the front of the existing dwelling. No change to the existing setbacks.
6. Side and Rear Setbacks	Minimum side setback of 0.9m for walls up to 3m, measured to underside of eaves.	Yes	The proposed rear retaining wall has a 200mm setback with the proposed shed and swimming pool complying with Councils controls 900mm and 1200mm. Amended plans were requested

Part C – Design Guidelines			
C.8 – Residential Design:			
Element	Design Criteria	Complies	Comment
	<p>Walls up to 3m in height: R1 – 0.9m RU1/RU2 – 10m R5 – 4m R5 (Dunmore Estate Largs) 4m C4 – 6m</p> <p><i>Note: additional 0.3m setback is required for every metre of wall over 3.0m and less than 7.2m.</i></p>		and provided regarding the setback of the proposed alfresco.
7. Site Coverage and Unbuilt Areas	<p>Maximum site coverage is 60%. Minimum unbuilt area is 40%</p>	Yes	Site coverage is less than 60%.
8. Building Height, Bulk & Scale	<p>Maximum building height is 8.5m.</p>	Yes	<p>The proposal is single story only and under 8m. The overall bulk and scale are in keeping with the zone objectives and the surrounding areas. The setback to the rear with the proposed shed is 900mm with the neighbouring property still receiving the sunlight.</p>
9. External Appearance	<p>New residential development should consider the existing character, scale and massing of existing development and create architectural interest.</p> <p>Garaging should not be greater than 50% of the width of the dwelling frontage.</p>	Yes	<p>The proposal presents an appropriate external appearance.</p> <p>Garaging is consistent with Council's policy. Garages are set back behind the main building line. The proposed garage will not be seen from the street.</p>
10. Open Space	<p>Open space is to be located off living areas, orientated to enable solar access and screened for privacy. Private open space shall be provided in accordance with Figure 20. A minimum 5m x 5m and 35m²</p>	Yes	Private open space complies with Figure 20.
11. Sites Having a Boundary to a Laneway	<p>New residential dwellings are not to be oriented to the laneway as principal street address. Pedestrian access to a dwelling located to the rear of the site shall be contained within a corridor not less than 2.4m wide. Garages no closer than 2.0m to the property boundary with the laneway.</p>	N/A	N/A

Part C – Design Guidelines			
C.8 – Residential Design:			
Element	Design Criteria	Complies	Comment
12. Accessibility and Adaptable Housing	Adaptable dwellings are required to be provided in accordance with table B11-A.	N/A	The proposal does not require the provision of any adaptable dwellings.
13. Landscape Design	All residential development should be supported by a detailed landscape plan.	Yes	Landscaping plan has been provided to ensure privacy for the applicant and the neighbouring properties.
14. Fencing and Walls	Fencing details should be detailed on the landscape plan. Sheet metal fencing is not permitted where it forms a boundary from the street/communal area. Front fencing for private open space shall be a minimum of 50% visually transparent.	Yes	The proposal does include retaining walls along the boundaries. The rear wall is 1m above the existing ground level with a garage. And the southern side of the property has a proposed retaining wall for the pool.
15. Driveway Access and Car Parking	3 or more bedrooms – 2 car parking spaces, minimum 1 to be covered. 2 or less bedrooms – 1 car parking space to be covered. Min 900mm from side boundary, Min 2.7m – Max 6m Wide	Yes	A driveway has been provided for the dwelling and car parking is provided in accordance with the DCP. Driveway design complies with MOES standard drawings for driveways (SD007 – SD014/15) – The application and the engineering detail was referred to Council engineering department for comment. The existing driveway is clear of obstructions such as kerb inlet pits, street trees, pedestrian ramps, service poles or pillars and signage.
16. Views and Visual and Acoustic Privacy	No overlooking for adjoining private open space or direct views to living area windows unless appropriately screened. The design of the proposal is to consider acoustic privacy.	Yes	The proposal is for two story construction however works to the dwelling include a new rear patio. The proposed patio has a privacy screen along the Southern side. No visual or acoustic privacy issues are expected.
17. Water and Energy Conservation	Basix certificate required for all residential development. Living areas orientated to the north or east. Solar access is to be available to at least 50% of the principal private open space for 3 hours between 9.00am and 3.00pm on Winter Solstice (June 21).	Yes	A Basix certificate has been prepared and submitted with the proposal. The proposal is for single storey only and not overshadowing impacts are expected. Solar access complies with the DCP requirements. Living areas are well orientated to receive solar access.
18. Stormwater Management	Stormwater management, including on site detention and an Erosion and Sediment Control Plan, is to be provided in accordance with Council's Manual of Engineering Standards	Yes	Stormwater tanks have been included in the design in accordance with BASIX and the consent has been conditioned to ensure erosion and sediment controls are implemented during construction. The stormwater collected by the proposed stormwater system will be piped to an

Part C – Design Guidelines			
C.8 – Residential Design:			
Element	Design Criteria	Complies	Comment
	(Additional 10,000L capacity for OSD).		absorption trench with a pump out system to the street. Note – the engineering details was referred to Council engineers for comment.
19. Security, Site Facilities and Services	The development should consider CPTED principles. Site facilities such as garbage bins, mailboxes and clothes during facilities should be integrated into the site design and functional in their location. All services must be available to the proposal.	Yes	Appropriate areas have been provided for clothes drying and garbage storage outside of view from the streetscape. Letter boxes are suitably located adjacent to the front boundary.

The following sections of this DCP may also apply to development to which this section applies.

Part A.14 - Notification	Yes
Part B – Environmental Guidelines	Yes <u>Part B.2 – Domestic Stormwater</u> Domestic stormwater management is addressed under Part C.8 above. <u>Part B.6 - Waste Not – Site Waste Minimisation & Management</u> A site waste minimisation and management plan (SWMMP), detailing construction and demolition waste has been provided. A condition of consent for waste management has been imposed.
Part D – Locality Plans	Not applicable for this application
Part E – Special Precincts	Not applicable for this application
Part F – Urban Release Areas	Not applicable for this application

(a)(iia) Any planning agreement or draft planning agreement entered into under Section 7.4

There are no planning agreements that have been entered into under section 7.4 relevant to the proposed development.

(a)(iv) The regulations

The following regulations prescribed under section 61 of the Environmental Planning and Assessment Regulation 2021 apply to the proposal:

Demolition

Is any demolition relevant to this application?	Yes
If YES, is the demolition compliant with AS2601-1991?	No

(1)(b) The likely impacts of the development

All relevant issues regarding environmental impacts of the development are discussed elsewhere in this report. The development is considered satisfactory in terms of environmental impacts.

(1)(c) The suitability of the site for the development

The subject site is within an existing residential area and makes good use of available land. The proposal utilises modern building techniques and a design of which is complementary to the established character of the area. The

development adheres to site constraints and restrictions and does not unreasonably impact upon the surrounding environment. The development is considered a suitable outcome for the subject site.

(1)(d) Any submissions

In accordance with the Community Consultation Plan, the owners of surrounding properties were given notice of the application. In response, submissions were received. Below are the details of submission/s and comments addressing concerns:

Submission	Received	Points of note	Assessment comments
1	23/6/2025	<ul style="list-style-type: none"> - No provisions for a future easement (1.5m) - Privacy from the pool area - Unclear plans regarding rear fence height. 	<ul style="list-style-type: none"> - No legal easement onsite at time of assessment. Neighbours have previously negotiated with each other however after discussing the matter with the owner the matter was refused. Alternative method of stormwater management has been provided to Council and reviewed by Councils Engineering department. - Amended landscape plans have been provided to ensure privacy for the applicant and the neighbouring properties. - Amended plans were provided showing the existing fence to remain 1.8m from natural ground level.
2	23/6/2025	<ul style="list-style-type: none"> - Overshadowing - Stormwater management. - Driveway being permeable in the future. 	<ul style="list-style-type: none"> - The proposed works include a single-story garage on a 1m retaining wall. The overall height of the proposed retaining wall and shed will result in a shed gutter height under 4m. The overall bulk and scale are in keeping with the zone objectives and the surrounding areas. <p>With a setback of 900mm and an overall height under 4m the proposed works will have minimal impact of the neighbouring property.</p> <ul style="list-style-type: none"> - No legal easement onsite at time of assessment. Neighbours have previously negotiated with each-other however after discussing the matter with the owner the matter was refused. Alternative method of stormwater management has been provided to Council and reviewed by Councils Engineering department. - Amended plan were provided showing the driveway area to remain Permeable Pavement.

3	24/5/2025	<ul style="list-style-type: none"> - Stormwater management (Use of pump out system) - Proposed retaining wall location (Northen side) 	<ul style="list-style-type: none"> - No legal easement onsite at time of assessment. Neighbours have previously negotiated with each-other however after discussing the matter with the owner the matter was refused. Alternative method of stormwater management has been provided to Council and reviewed by Councils Engineering department. The stormwater collected will be piped to an absorption trench with a pump out system to the street. - The proposed retaining wall has a side setback of 200mm with a max height of 1000mm. The wall has been designed to ensure that any stormwater will be directed towards the onsite detention system. No impact is expected regarding the wall location or height.
4	03/07/2025	<ul style="list-style-type: none"> - Stormwater management and increase of the rear setback of the proposed shed to accommodate a future easement (1500mm) 	<ul style="list-style-type: none"> - No legal easement onsite at time of assessment. Neighbours have previously negotiated with each-other however after discussing the matter with the owner the matter was refused. Alternative method of stormwater management has been provided to Council and reviewed by Councils Engineering department.
5	03/07/2025	<ul style="list-style-type: none"> - Rear setback to be increased to 1.5 metres so as to provide for a 225mm allotment drainage 	<ul style="list-style-type: none"> - No legal easement onsite at time of assessment. Neighbours have previously negotiated with each-other however after discussing the matter with the owner the matter was refused. Alternative method of stormwater management has been provided to Council and reviewed by Councils Engineering department.

(1)(e) The public interest

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

ASSESSMENT CONCLUSION

After consideration of the development against section 4.15 of the Environmental Planning and Assessment Act 1979 and the relevant statutory and policy provisions, the proposal is suitable for the site and is in the public interest. Therefore, it is recommended that the application be approved for the following reasons:

- The proposal is consistent with the zone objectives.
- The proposal complies with the statutory provisions set out in the Environmental Planning and Assessment Act 1979.
- The proposal is not contrary to the public interest

DETERMINATION

Approval subject to conditions.

City Planning

Approval of Works In Kind Agreement – Construction of Shared Pathway, Thornton North – Nhp Chisholm Mr93 Pty Ltd

Draft Works In Kind Agreement (Under Separate Cover)

Meeting Date: 16 September 2025

Attachment No: 1

Number of Pages: 41

Works-in-Kind Deed
Project
Shared Pathway / Linear Linkages
5 Tanta Street Chisholm

Maitland City Council
and
NHP Chisholm MR93 Pty Ltd

Dated: [Insert Date]

Works-in-Kind Deed
Shared Pathway / Linear Linkages
5 Tanta Street Chisholm

Works-in-Kind Deed
Construction of Shared Pathway / Linear Linkages
5 Tanta Street Chisholm

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5 Tanta Street Chisholm

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DRAFT

Works-in-Kind Deed
Shared Pathway / Linear Linkages
5 Tanta Street 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 Agreement 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 8 of the Reference Schedule as amended by resolution of the Council from time to time.

Applicable Development Consent means the development consent granted under s4.17(1) of the Act in respect of the Development specified in Item 2(b) of the Reference Schedule.

Approved Person means a person reasonably approved by the Council to undertake design, construction, supervision, inspection, testing or certification of the Developer Works because of the suitability of their qualifications, skills and experience in the Council's reasonable opinion.

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

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

Works-in-Kind Deed**Shared Pathway / Linear Linkages****5 Tanta Street Chisholm**

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,
 - (v) St George Bank Limited,
 - (vi) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

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

Council Developer Works Contribution Amount means the \$ amount specified in Item 11 of the Reference Schedule.

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 the Developer Works, the period specified in Item 7 of the Reference Schedule commencing on the day immediately after a Practical Completion Certificate is given for the Developer Works.

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

Developer Works Completion Date means the date specified in Item 5 of the Reference Schedule.

Developer Works Agreed Cost means the \$ amount specified in Item 4 of the Reference Schedule.

Works-in-Kind Deed**Shared Pathway / Linear Linkages****5 Tanta Street Chisholm**

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 6(a) of the Reference Schedule indexed in accordance with the indexation method specified in Item 6(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 the 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 9 of the Reference Schedule.

Development Contribution Credit Amount means the \$ amount specified in Item 10 of the Reference Schedule.

Development Surplus Credit Amount means the amount by which the Developer Works Agreed Cost exceeds the Development Contribution Amount.

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.

Handover means the hand-over to the Council of the Works in accordance with this Agreement.

Independent Certifier means a person appointed in accordance with this Deed to certify any aspect of the Developer Works provided for in this Deed, being a person having no current involvement with the project management, design or superintendency of the Developer Works on behalf of the Developer.

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.

Monetary Contributions means the monetary Development Contributions required to be paid to the Council under condition 2 of the Development Consent to the date of this Agreement.

Works-in-Kind Deed**Shared Pathway / Linear Linkages****5 Tanta Street Chisholm**

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 an Independent Certifier to the effect that, in the reasonable opinion of the Independent Certifier, the Developer Works are substantially complete and any incomplete part or Defect is of a minor nature.

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

Principal Contractor means the Person defined in as the Principal Contractor under the *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.

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 issued by the Council to the Developer following the issue of a Practical Completion Certificate for the Developer Works, specifying when the land on which the Developer Works are constructed is to be dedicated to the Council as a public road.

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.

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- 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 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,

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- 3.1.2 it holds each authorisation necessary to:
- (a) properly execute this document and carry out the transactions,
 - (b) make this document legal, valid, binding and admissible in evidence,
 - (c) properly carry on its business,
 - (d) and it is complying with any conditions of those authorisations,
- 3.1.3 it is not entering into this Deed as a trustee of any trust or settlement.
- 3.1.4 it has the full power to enter into and perform its obligations under this Deed and that, when executed, this Deed will constitute legal, valid and binding obligations according to its terms.

4 Power of attorney

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

5 Parties' relationship

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

6 Deed not construction contract

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

7 Developer Works before execution of Deed

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

8 Developer to procure compliance

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- 8.1 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**9 Approved persons**

- 9.1 The Developer is to design, construct, supervise, and test the Developer Works using Approved Persons.
- 9.2 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.
- 9.3 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.

10 Principal Contractor

- 10.1 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 occurs.

11 General obligations relating to Developer Works

- 11.1 The Developer is to carry out the Developer Works by the Developer Works Completion Date.
- 11.2 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:
- 11.2.1 the location, design, specifications, materials, and finishes for the Developer Works approved by the Council,
 - 11.2.2 any Approval,
 - 11.2.3 the lawful requirements of any Authority, and
 - 11.2.4 all applicable laws.
- 11.3 The Developer is to give the Council not less than 10 business days' written notice of its intention to commence construction of the Developer Works.
- 11.4 The Developer is to ensure that anything necessary for the proper performance of its obligations under this Deed is supplied or made available.

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12 Warranties relating to Developer Works

- 12.1 The Developer warrants to the Council that:
 - 12.1.1 it has obtained all Approvals and has complied with all laws and applicable industry standards in relation to the Developer Works,
 - 12.1.2 it accepts that, if any aspect of the Developer Works does 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,
 - 12.1.3 the Developer Works, when completed, are to be fit for purpose,
 - 12.1.4 only Approved Persons are to be engaged in relation to the Developer Works.
- 12.2 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.

13 Cost of Developer Works

- 13.1 The Developer is responsible for meeting all Costs of and incidental to the Developer Works unless one of both of the following applies:
 - 13.1.1 Item 11 of the Reference Schedule specifies a Council Developer Works Contribution Amount,
 - 13.1.2 this Deed otherwise expressly provides for a Cost to be met that is not required to be met by the Developer.
- 13.2 If Item 11 of the Reference Schedule specifies a Council Developer Works Contribution Amount, the Council is to pay that amount to the Developer in relation to the Developer Works.
- 13.3 However, the Council is not required to make any payment to the Developer relating to the Council Developer Works Contribution Amount unless:
 - 13.3.1 the Developer submits a written claim for payment to the Council, accompanied by a tax invoice for GST purposes addressed to the Council if required by the Council,
 - 13.3.2 the claim for payment relates to costs incurred by the Developer in relation to the Developer Works, which are verified in writing by the Developer in any manner reasonably required by the Council,
 - 13.3.3 the Council is reasonably of the opinion that the costs to which the claim for payment relates were properly incurred by the Developer,
 - 13.3.4 the claim for payment is made in accordance with a payment schedule that has been agreed in writing between the Council and the Developer.

14 Ownership & Care of Developer Works

- 14.1 The Developer owns, and is responsible for care of, the Developer Works, and bears all risk and liability in connection with the Developer Works, until

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the Developer Works vest in the Council in accordance with a Transfer of Ownership Notice relating to the Developer Works.

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 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.

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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.
- 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 Approval of Developer Works

- 17.1 The location, design, specifications, materials and finishes for the Developer Works are to be determined and approved in accordance with this clause.
- 17.2 Before commencing the design of the Developer Works, the Developer is to request the Council to provide the Developer with the Council's requirements for the location, design, specifications, materials and finishes for the Developer Works.
- 17.3 The Council may request the Developer to provide a written proposal concerning the location, design, specifications, materials and finishes for the Developer Works, including preliminary concept designs, to assist Council in determining and notifying the Developer of its requirements.
- 17.4 Once the Developer receives notification from the Council of the Council's requirements for the Developer Works, the Developer is to submit details of the location, design, specifications, materials and finishes for the Developer Works to the Council for Approval.
- 17.5 The Council may reasonably require the Developer to make any change to the location, design, specifications, materials and finishes for the Developer Works that it reasonably considers necessary or desirable as a precondition to approving the design of the Developer Works.
- 17.6 The Developer is to make any change to the location, design, specifications, materials, and finishes of the Developer Works as is reasonably required by the Council.
- 17.7 The Developer is not to make any application for any Approval for the Developer Works and is not to commence construction of the Developer Works unless the Council has first notified the Developer of its Approval of the location, design, specifications, materials and finishes of the Developer Works.

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18 Variations to approved Developer Works

- 18.1 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 Agreement.
- 18.2 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.
- 18.3 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.
- 18.4 The Developer is to promptly comply with any such requirement of the Council.

19 Protection of people, property & utilities

- 19.1 The Developer is to use all reasonable endeavours to ensure that, in carrying out the Developer Works:
 - 19.1.1 all necessary measures are taken to protect people and property,
 - 19.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 19.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 19.2 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.

20 Damage to assets & property

- 20.1 The Developer must replace or fix any Council asset the Developer loses or damages while performing the Developer Works.
- 20.2 If an audit, inspection or test of the Developer Works shows that:
 - 20.2.1 the Developer Works do not conform to the location, design, specifications, materials or finishes approved by the Council under this Deed, or
 - 20.2.2 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.
- 20.3 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.

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21 Entry onto Land

- 21.1 The Developer is responsible for obtaining all necessary rights to lawfully enter, occupy, and carry out the Developer Works on Other Land.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 The Council must comply with the Developer's reasonable safety requirements while on any land on which the Developer Works are being carried out.

22 Audit, inspection, testing of Developer Works

- 22.1 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.
- 22.2 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.
- 22.3 If an audit, inspection or test reasonably shows that particular action must be taken in relation to the Developer Works, the Developer is to:
 - 22.3.1 take the action in the manner, and within the time, the Council reasonably requires, and
 - 22.3.2 provide evidence to the Council that the action has been taken.
- 22.4 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.
- 22.5 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.
- 22.6 The Developer is only required to pay the approved fee referred to in 22.5 if the detailed audit, inspection or test reveals that the Developer Works constructed by the Developer do not comply with the Developer Works (including any variation to the Developer Works) approved by the Council under this Deed

23 Access to information & records

- 23.1 The Council may make a written request to the Developer:

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- 23.1.1 to provide information to the Council concerning the Developer Works,
- 23.1.2 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.
- 23.2 The Developer is to comply with any such request made by the Council not later than 14 days after the Council makes the request.

24 Not Used**25 Practical Completion of Developer Works**

- 25.1 The Developer is to use all reasonable endeavours to obtain a Practical Completion Certificate for the Developer Works by not later than the Developer Works Completion Date.
- 25.2 The Developer is to make a written request to the Council to issue a Practical Completion Certificate for the Developer Works by not later than 28 days before the Developer Works Completion Date.
- 25.3 The Council is to inspect the 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.
- 25.4 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 Developer Works within a period specified in the direction in order to bring the Developer Works into conformity with any Approval.
- 25.5 The Developer is to promptly comply with any such direction given by the Council.
- 25.6 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 Developer works.
- 25.7 The Council is to promptly issue a Practical Completion Certificate for the Developer Works when it is reasonably satisfied that no aspect of the Developer Works reasonably requires completion, rectification or repair.

26 Transfer of Ownership Notice

- 26.1 The Council will give the Developer a Transfer of Ownership Notice for the Developer Works as soon as possible after the Council has issued a Practical Completion Certificate for the Developer Works.
- 26.2 The Developer must comply with the Transfer of Ownership Notice according to its terms.

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27 Works-As-Executed Plan

- 27.1 No later than 14 days after Practical Completion of the Developer Works, the Developer is to submit to the Council a full Works-As-Executed-Plan for the Developer Works 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.
- 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

- 29.1 This clause applies if Items 9 and 10 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 the Developer Works.
- 29.2 The Developer acknowledges the obligation imposed by the Development Consent to pay to the Council the Development Contribution Amount in relation to the Development.
- 29.3 Pursuant to s7.11(5)(b) of the Act, in consideration of the Developer carrying out the Developer Works and otherwise performing all of its obligations under this Deed, the Development Contribution Amount payable by the Developer is to be reduced by the Development Contribution Credit Amount.
- 29.4 In the event that there is a Development Surplus Credit Amount:
 - 29.4.1 the Council is to apply the Development Surplus Credit Amount, indexed from the date of this Deed in accordance with the *Consumer Price Index (Sydney All Groups)* and the applicable formula in section 3.7 – *Review of Contribution Rates* of the Applicable Contributions Plan, to reduce any future amount that may be payable by the Developer under s7.11 of the *Environmental Planning and Assessment Act 1979* (NSW) in relation to any development other than the Development; and
 - 29.4.2 The Developer may, with the written consent of the Council, which may not be unreasonably withheld, and subject to entering into an Assignment Deed, assign the Development Surplus Credit Amount to any person.

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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.

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.

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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 commences.
- 33.2 The Council may keep the Developer Works Security as security for the Developer performing its obligations under the 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 to the Developer once the Developer Works have vested in the Council in accordance with a Transfer of Ownership Notice relating to the Developer Works if, at that time, the Security has not been accessed by the Council in accordance with this Deed and the Developer is not in breach of this Deed.

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.

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:
- 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

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35.1.3 access and use the Developer Works Security.

36 Effect of termination

- 36.1 If the Council terminates this Deed in accordance with Clause 35:
- 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 the 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 reasonably considers that the proposed assignee or novatee is reasonably capable of performing the Developer's obligations under this Deed, and
 - 38.1.3 the Developer and the assignee or novatee execute the Assignment Deed with the Council.

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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 Developer Works vest in the Council in accordance with a Transfer of Ownership Notice relating to 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, 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

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- 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, 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.
- 44.2 In particular, any party receiving confidential information must:
 - 44.2.1 treat the information as it would its own confidential material,
 - 44.2.2 promptly notify the Council if it becomes aware that the law might require the information to be disclosed,
 - 44.2.3 ensure that only authorised persons have access to the information and that it is stored safely and securely.
- 44.3 The Parties must immediately notify each other if they become aware of a breach of confidentiality relating to the Developer Works or this Deed.
- 44.4 The confidentiality obligations contained in this Deed survive the completion of the Developer Works or the termination of this Deed, whichever occurs first, by 5 years, unless otherwise agreed in writing between the Parties.
- 44.5 The confidentiality obligations contained in this Deed do not apply if a disclosure of confidential information is required:

Works-in-Kind Deed**Shared Pathway / Linear Linkages****5 Tanta Street Chisholm**

44.5.1 by law,

44.5.2 by the Listing Rules of the Australian Securities Exchange Limited,

44.5.3 to enable a Party to perform its obligations, or to make or defend any claim or dispute, under the Works-in-Kind Deed,

44.5.4 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.

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.

Works-in-Kind Deed**Shared Pathway / Linear Linkages****5 Tanta Street Chisholm**

- 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 12 or 13 of the Reference Schedule as the case requires,
 - 49.1.2 faxed to that Party at its fax number set out in Item 12 or 13 of the Reference Schedule, or
 - 49.1.3 emailed to that Party at its email address set out in Item 12 or 13 of the Reference Schedule.
- 49.2 If a Party gives the other Party 3 business days' notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed 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 fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number, or
 - 49.3.4 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.
- 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

Works-in-Kind Deed**Shared Pathway / Linear Linkages****5 Tanta Street Chisholm**

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 must act reasonably in giving or withholding an approval or consent to be given under this Deed in and subject to any conditions determined by the Party.
- 50.2 A Party is 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 reasonable costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed, within 30 days of a written demand by the Council for such amounts capped at \$5,000.
- 51.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Deed within 30 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.

Works-in-Kind Deed**Shared Pathway / Linear Linkages****5 Tanta Street Chisholm**

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.

Works-in-Kind Deed**Shared Pathway / Linear Linkages****5 Tanta Street Chisholm**

- 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 60.4, 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 60.2 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 60.2 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 60.2 (as limited by clause 60.4) 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 60, 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.

Works-in-Kind Deed

Shared Pathway / Linear Linkages

5 Tanta Street Chisholm

- 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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Works-in-Kind Deed
Shared Pathway / Linear Linkages
5 Tanta Street Chisholm

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

Name/Position

Signature

Works-in-Kind Deed
Shared Pathway / Linear Linkages
5 Tanta Street Chisholm

Schedule 1

(Clause 1.1)

Reference Schedule

1 Developer	NHP Chisholm MR93 Pty Ltd ABN 35 657 068 785 Level 3, 56 Clarence Street, Sydney NSW 2000
2 (a) Development (b) Applicable Development Consent	(a) Torrens title subdivision of the land at 5 Tanta Street, Chisholm Lot 83 in DP 1302072 (previously 93 McFarlanes Road, Chisholm) to create 87 lots (b) DA/2016/2377 granted by the Council on 27 April 2018 (as modified from time to time)
3 Developer Works	Construction of 234m of shared path at 5 Tanta Street, Chisholm, being part of works specified in Item TN30 of the Thornton North Contributions Plan 2008 and as shown on the plan at Schedule 3.
4 Developer Works Completion Date	Before the issuing of any Subdivision Certificate for Stage 2 of the Development authorised by the Applicable Development Consent.
5 Developer Works Agreed Cost	\$54,004.86 (excl. GST) as estimated by the Developer
6 (a) Developer Works Security (b) Indexation Method	N/A N/A
7 Defects Liability Period	6 months
8 Applicable Contributions Plan	Thornton North Contributions Plan 2008, Version 3, Adopted by Council 12 April 2016
9 Development Contribution Amount	\$206,606, being the balance of Development Contributions under the Thornton North Contribution Plan Recreation and Open Space category as set out in Condition 2 of the Applicable Development Consent (as modified by DA/2016/2377:4).
10 Development Contribution Credit Amount	\$54,004.86
11 Council Contribution Amount	Nil
12 Council Contact for Notices	Postal Address: PO Box 220 Maitland NSW Telephone: 02 49349 817 Email: melissa.harvey@maitland.nsw.gov.au Representative: Melissa Harvey

Works-in-Kind Deed
Shared Pathway / Linear Linkages
5 Tanta Street Chisholm

13 Developer Contact for Notices	<p>Postal Address: Level 3, 56 Clarence Street Sydney, NSW 2000</p> <p>Telephone: 0447 798 962</p> <p>Email: Russell@nhproperties.com.au</p> <p>Representative: Russell Van Laeren</p>
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Works-in-Kind Deed
Shared Pathway / Linear Linkages
5 Tanta Street Chisholm

Schedule 2

(Clause 39)

Assignment Deed

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

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Works-in-Kind Deed
Shared Pathway / Linear Linkages
5 Tanta Street Chisholm

Assignment Deed

Shared Pathway

5 Tanta Street Chisholm, Lot 83 DP 1302072

Maitland City Council

and

NHP Chisholm MR93 Pty Ltd

[Insert Date]

Works-in-Kind Deed
Shared Pathway / Linear Linkages
5 Tanta Street Chisholm

Assignment Deed

Shared Pathway

5 Tanta Street Chisholm, Lot 83 DP 1302072

Parties

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

NHP Chisholm MR93 Pty Ltd ABN 35 657 068 785 of Level 1, 79-81 Chandos Street, St Leonards NSW 2065 ('**Assigning Party**')
[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.

Works-in-Kind Deed
Shared Pathway / Linear Linkages
5 Tanta Street Chisholm

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].

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].

Works-in-Kind Deed**Shared Pathway / Linear Linkages****5 Tanta Street Chisholm**

- 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.

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

Works-in-Kind Deed**Shared Pathway / Linear Linkages****5 Tanta Street Chisholm**

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
- (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 Pathway / Linear Linkages
5 Tanta Street Chisholm

Execution

Executed as a Deed

Dated:

Executed on behalf of the Council

General Manager

Witness

Mayor

Witness

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

Works-in-Kind Deed
Shared Pathway / Linear Linkages
5 Tanta Street Chisholm

Name/Position

Name/Position

DRAFT

City Planning

**Approval of Works In Kind Agreement –
Construction Of Stormwater Culvert and
Median, Springfield Drive, Lochinvar
Applicant – Lochinvar Ridge Estate Pty Ltd
Land Owners – E J Aird and Lochinvar
Ridge Estate Pty Ltd**

**Draft Works In Kind Agreement (Under
Seperate Cover)**

Meeting Date: 16 September 2025

Attachment No: 1

Number of Pages: 47

Works-in-Kind Deed

**Median Part Construction & Part Construction of
Stormwater Culvert**

Springfield Drive, Lochinvar

Maitland City Council

and

Lochinvar Ridge Estate Pty Ltd (ABN 30 623 520 016)

[Insert Date]

Works-in-Kind Deed**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar****Works-in-Kind Deed****Part Median Construction****Springfield Drive, Lochinvar****Table of Contents**

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Works-in-Kind Deed**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar**

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Works-in-Kind Deed
Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar

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Works-in-Kind Deed

**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar**

Works-in-Kind Deed

Part Median Construction

Springfield Drive, Lochinvar

Parties

Maitland City Council ABN 11 596 310 805 of PO Box 220 Maitland NSW 2320
(‘Council’)

and

The person or persons named in Item 1 of the Reference Schedule

Background

- A The Developer proposes to carry out specified Developer Works in connection with the development approved under DA 21-1460.
- B Those Developer Works, if carried out in accordance with this Deed, will:
 - (a) partly satisfy the Development Contribution Amount payable by the Developer to the Council in connection with that development, and
 - (b) will become the property of the Council when completed.
- C The Developer has carried out, completed and transferred to Council specified Developer Works in connection with the development approved under DA 17-1401.
- D The agreed cost of those Developer Works in connection with DA 17-1401 will be paid by Council to the Developer.
- E The Parties have agreed to enter into this Deed to set out their rights and obligations in relation to the matters referred to.

Operative provisions

Part 1 – Preliminary

1 Interpretation

- 1.1 In this Agreement the following definitions apply:

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

Works-in-Kind Deed**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar**

Applicable Contributions Plan means the Development Contributions Plan specified in Item 9 of the Reference Schedule as amended by resolution of the Council from time to time.

Applicable Development Consents means the development consents granted under s4.17(1) of the Act in respect of the Development specified in Item 2 of the Reference Schedule.

Approved Person means a person reasonably approved by the Council to undertake design, construction, supervision, inspection, testing or certification of the Developer Works because of the suitability of their qualifications, skills and experience in the Council's reasonable opinion.

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

Assignment Deed means the form of Deed contained in the Appendix.

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.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Confidential Information means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential,
- (b) has been designated as confidential by the giver of the information acting reasonably,
- (c) is capable of protection at common law or equity as confidential information, or
- (d) is derived or produced partly from the information in paragraphs (a), (b) or (c) above,

but does not include information that:

- (e) is in the public domain, or was known to the recipient of the information at the time of disclosure other than through breach of this Agreement,
- (f) is independently known or developed by the recipient of the information, or
- (g) is required by Law to be disclosed.

Construction Contract means a contract or arrangement entered into between the Developer as principal and another person under which the other person undertakes to construct the Developer Works for the Developer.

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

Council Developer Works Contribution Amount means the \$ amount specified in Item 12 of the Reference Schedule.

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 the Developer Works, the period specified in Item 7 of the Reference Schedule commencing on the day immediately after a Practical Completion Certificate is given for the Developer Works.

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

Developer Works Agreed Cost means the \$ amounts specified in Item 4 of the Reference Schedule.

Developer Works Completion Date means the dates specified in Item 5 of the Reference Schedule.

Developer Works Location Plans means the plans contained in Schedule 2 showing the location of the Developer Works.

Developer Works Plans & Drawings means the detailed plans and drawings for the Developer Works approved by the Council referred to in Schedule 3.

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.

Development Contribution Amount means the \$ amount specified in Item 10 of the Reference Schedule in respect of an Applicable Development Consent.

Development Contribution Credit Amount means the \$ amount specified in Item 11 of the Reference Schedule in respect of an Applicable Development Consent.

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

Equipment means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.

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.

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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.

Handover means the hand-over to the Council of the Works in accordance with this Agreement.

Independent Certifier means a person appointed in accordance with this Deed to certify any aspect of the Developer Works provided for in this Deed, being a person having no current involvement with the project management, design or superintendency of the Developer Works on behalf of the Developer.

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.

Land means the land on which the Developer Works are to be undertaken specified in Item 1(c) of the Reference Schedule.

Maintain in relation to Developer Works, means keep in a good state of repair and working order, and includes repair of any damage to the Works.

Maintenance Period in relation to Developer Works means the period specified in Item 8 of the Reference Schedule commencing on the date the Council issues a Transfer of Ownership Notice.

Monetary Contributions means monetary Development Contributions required to be paid to the Council under an Applicable Development Consent.

Other Land means land owned or occupied by a person other than the Developer, the Landowner 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 an Independent Certifier to the effect that, in the reasonable opinion of the Independent Certifier, the Developer Works are substantially complete and any incomplete part or Defect is of a minor nature.

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

Principal Contractor means the Person defined in as the Principal Contractor under the *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.

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Reference Schedule means Schedule 1.

Stage means a stage of the Development specified in the drawing titled *ID196344*.

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 issued by the Council to the Developer stating that Developer Works the subject of a Practical Completion Certificate vest in the Council on a date specified in the notice being not sooner than 14 days after the notice is issued.

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.
 - 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.

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- 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,
 - (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.

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Springfield Drive, Lochinvar****5 Parties' relationship**

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

6 Deed not construction contract

- 6.1 This Deed is not a construction contract or arrangement as defined in the *Building and Construction Industry Security of Payments Act 1999* (NSW), between the Council and the Developer in relation to the Developer Works in connection with Applicable Development Consent DA 21-1460.

7 Developer Works before execution of Deed

- 7.1 This Deed applies to any Developer Works undertaken before this Deed commenced.

Part 2 – Developer Works**8 Approved persons**

- 8.1 The Developer is to design, construct, supervise, and test the Developer Works in connection with Applicable Development Consent DA 21-1460 using Approved Persons.
- 8.2 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 those Developer Works.
- 8.3 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 relevant 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 those Developer Works.

9 Developer to procure compliance

- 9.1 The Developer is to provide every Approved Person engaged in relation to the Developer Works in connection with Applicable Development Consent DA 21-1460 with a copy of this Deed executed by both Parties and procure their compliance with the relevant requirements of this Deed.

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Springfield Drive, Lochinvar****10 Requirement for Construction Contract**

- 10.1 The Developer must enter into a Construction Contract with its Contractor for the construction of the Developer Works in connection with Applicable Development Consent DA 21-1460 before any construction work occurs after the commencement of this Deed.
- 10.2 The Developer must provide the Council with a copy of the Construction Contract upon receipt of a written request by the Council.
- 10.3 The Developer must obtain the approval of the Council to any change to the Contractor, which approval the Council may not unreasonably withhold.

11 General obligations relating to Developer works

- 11.1 This clause 11 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 11.2 The developer is to give the Council not less than 10 days prior written notice of its intention to commence the Developer Works.
- 11.3 If requested in writing by Council, the Developer is to organise and conduct a pre-start meeting with Council personnel before commencing the Developer Works.
- 11.4 The Developer is to provide the Developer Works:
 - 11.4.1 in the location or locations shown on the Developer Works Location Plan,
 - 11.4.2 in accordance with the Developer Works Plans and Drawings,
 - 11.4.3 by the Developer Works Completion Date, and
 - 11.4.4 otherwise in accordance with this Deed.
- 11.5 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:
 - 11.5.1 any Approval,
 - 11.5.2 the lawful requirements of any Authority, and
 - 11.5.3 all applicable laws.
- 11.6 The Developer is not commence the Developer Works unless it has obtained all necessary Approvals for the Developer Works
- 11.7 The Developer is to ensure that anything necessary for the proper performance of its obligations under this Deed is supplied or made available.

12 Warranties relating to Developer Works

- 12.1 The Developer warrants to the Council that:
 - 12.1.1 it has obtained all Approvals and has complied with all laws and applicable industry standards in relation to the Developer Works,
 - 12.1.2 it accepts that, if any aspect of the Developer Works do not comply this Deed, the Council is entitled to require the Developer to cease the

Works-in-Kind Deed**Part Median Construction & Part Construction of Stormwater Culvert
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Developer Works and immediately pursue its legal and equitable rights and remedies relating to the non-compliance,

- 12.1.3 the Developer Works, when completed, are to be fit for purpose,
- 12.1.4 only Approved Persons are to be engaged in relation to the Developer Works.
- 12.2 The Developer is to procure in favour of the Council from the appropriate Approved Person engaged in relation to the Developer Works in connection with Applicable Development Consent DA 21-1460, any warranty reasonably required by the Council relating to the design, construction, supervision, inspection, testing or certification of the Developer Works.

13 Cost of Developer Works

- 13.1 The Developer is responsible for meeting all Costs of and incidental to the Developer Works unless one of both of the following applies:
 - 13.1.1 Item 12 of the Reference Schedule specifies a Council Developer Works Contribution Amount,
 - 13.1.2 this Deed otherwise expressly provides for a Cost to be met that is not required to be met by the Developer.
- 13.2 If Item 12 of the Reference Schedule specifies a Council Developer Works Contribution Amount, the Council is to pay that amount to the Developer in relation to the Developer Works.
- 13.3 However, the Council is not required to make any payment to the Developer relating to the Council Developer Works Contribution Amount unless:
 - 13.3.1 all of the Developer Works in respect of which the Council will make a payment have vested in the Council, and
 - 13.3.2 all land on which such works have been carried out that is not owned, occupied or otherwise controlled by the Council has vested in the Council the Council.
 - 13.3.3 the Developer submits a written claim for payment to the Council, accompanied by a tax invoice for GST purposes addressed to the Council if required by the Council,
 - 13.3.4 the claim for payment relates to costs incurred by the Developer in relation to the Developer Works, which are verified in writing by the Developer in any manner reasonably required by the Council,
 - 13.3.5 the Council is reasonably of the opinion that the costs to which the claim for payment relates were properly incurred by the Developer,
 - 13.3.6 the claim for payment is made in accordance with a payment schedule that has been agreed in writing between the Council and the Developer.

14 Ownership, care & supervision of Developer Works

- 14.1 This clause 14 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.

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- 14.2 The Developer owns, and is responsible for care of, the Developer Works, and bears all risk and liability in connection with the Developer Works, until the Council gives the Developer a Transfer of Ownership Notice relating to the Developer Works and the Developer Works are transferred to Council in accordance with that notice.
- 14.3 The Council may appoint a works supervisor to supervise the carrying out of the Developer Works by the developer.
- 14.4 The Council works supervisor may inspect or test the Developer Works upon the giving of prior reasonable written notice to the developer and may make requests and give directions to the Developer on Council's behalf in relation to the construction of the Developer that are not inconsistent with the Deed.
- 14.5 The Developer is to promptly and co-operatively comply with all reasonable requests made and directions given by the Council works supervisor in relation to the Developer Works.

15 Principal Contractor

- 15.1 The Developer is to notify the Council of the details of the Principal Contractor for the Developer Works in connection with Applicable Development Consent DA 21-1460 before any construction of the Developer Works occurs.

16 Work Health & Safety

- 16.1 This clause 16 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 16.2 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.
- 16.3 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 Developer Works or to otherwise be the Principal Contractor for the Developer Works.
- 16.4 The Developer is to use its best endeavours to ensure that all persons involved in the Developer Works comply with relevant WHS Law and procedures, including but not limited to:
 - 16.4.1 following published government and industry WHS guidelines,
 - 16.4.2 providing WHS induction training,
 - 16.4.3 keeping and regularly updating WHS records,
 - 16.4.4 preparing and maintaining an WHS management plan,
 - 16.4.5 preparing a Project Safety Plan that details safety strategies, including how persons must act to comply with WHS Law,

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- 16.4.6 providing safe work method statements for all tasks and ensuring they are complied with,
- 16.4.7 directing staff to take corrective action or stop work if they are not complying with the method statements or WHS Law,
- 16.4.8 identifying hazards and assessing risks using due diligence,
- 16.4.9 eliminating or controlling risks in line with WorkCover requirements using due diligence,
- 16.4.10 reviewing risk assessments and controlling measures,
- 16.4.11 providing information to employers and contractors about WHS,
- 16.4.12 documenting site-specific safety procedures.
- 16.5 The Developer is to use its best endeavours to ensure that:
 - 16.5.1 The Council can audit, inspect and test the Developer Works without breaching WHS Law,
 - 16.5.2 The Council can access and use the Developer Works without breaching WHS Law.
- 16.6 The Developer is to promptly inform the Council of any incident occurring in relation to the Developer Works where a person is injured or otherwise exposed to a risk to his or her health or safety, including, but not limited to, an incident which is required to be reported to WorkCover.

17 Accidents & dangerous occurrences

- 17.1 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 in connection with Applicable Development Consent DA 21-1460.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 The Developer must cooperate with WorkCover and the Council if the accident or occurrence is investigated by Work Cover or the Council.
- 17.6 The Developer must immediately give the Council a copy of any improvement or prohibition notices that WorkCover issues in relation to the Developer Works.

18 Design & approval of Developer Works

- 18.1 This clause 18 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.

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- 18.2 This clause 18 applies if and to the extent that Schedule 3 does not contain Developer Works Plans and Drawings for the Developer Works or any part.
 - 18.3 The Developer may not commence construction of the Developer Works unless the Developer Works are designed and approved in accordance with this Deed.
 - 18.4 Before commencing the design of the Developer Works, the Developer is to request the Council to provide the Developer with the Council's design requirements for the works.
 - 18.5 Upon receipt of the Developer's request, the Council may:
 - 18.5.1 initially request the Developer to provide a written proposal concerning the design of the Developer Works, including preliminary concept designs, to assist Council in determining and notifying the Developer of its requirements, and subsequently request the Developer to submit the plans and drawings of the Developer Works to the Council for approval, or
 - 18.5.2 request the Developer to submit the plans and drawings of the works to the Council for approval.
 - 18.6 The Council may reasonably require the Developer to make any change to the plans and drawings of the Developer Works that it reasonably considers necessary or desirable as a precondition to approving the plans and drawings, and the Developer is to make any such change.
 - 18.7 The Council is to inform the Developer in writing when it approves the plans and drawings of the Developer Works.
 - 18.8 The Parties are to ensure that the reference to the plans and drawings approved by the Council under clause 18.7 are included in Schedule 3 without delay after that approval is given.
 - 18.9 The Developer is not to make any application for any Approval relating to the Developer Works unless the Council approved the plans and drawings of the Developer Works under this Deed.

19 Variations to approved Developer Works

- 19.1 This clause 19 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 19.2 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 Agreement.
- 19.3 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.
- 19.4 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.
- 19.5 The Developer is to promptly comply with any such requirement of the Council.

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Springfield Drive, Lochinvar****20 Protection of people, property & utilities**

- 20.1 The Developer is to use all reasonable endeavours to ensure that, in carrying out the Developer Works in connection with Applicable Development Consent DA 21-1460:
- 20.1.1 all necessary measures are taken to protect people and property,
 - 20.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 20.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 20.2 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.

21 Damage to assets & property

- 21.1 This clause 21 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 21.2 The Developer must replace or fix any Council asset the Developer loses or damages while performing the Developer Works.
- 21.3 If an audit, inspection or test of the Developer Works shows that:
- 21.3.1 the Developer Works do not conform to the location, design, specifications, materials or finishes approved by the Council under this Deed, or
 - 21.3.2 damage has occurred to a Council asset or the property of another person in connection with those 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.
- 21.4 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.

22 Entry onto Land

- 22.1 This clause 22 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 22.2 The Developer is responsible for obtaining all necessary rights to lawfully enter, occupy, and carry out the Developer Works on Other Land.
- 22.3 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.
- 22.4 Upon receiving reasonable prior notice from the Developer, the Council is to allow the Developer, to enter, occupy, and use specified Council owned or

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controlled land at any reasonable time if the occupation or use of the land by the Developer is reasonably necessary for the Developer Works.

- 22.5 Upon receiving reasonable prior notice from the Council, the Developer is to provide the Council with safe and unhindered access at any reasonable time to any land on which the Developer Works are being carried out.
- 22.6 The Council must comply with the Developer's reasonable safety requirements while on any land on which the Developer Works are being carried out.

23 Audit, inspection, testing of Developer Works

- 23.1 This clause 23 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 23.2 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.
- 23.3 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.
- 23.4 If an audit, inspection or test reasonably shows that particular action must be taken in relation to the Developer Works, the Developer is to:
 - 23.4.1 take the action in the manner, and within the time, the Council reasonably requires, and
 - 23.4.2 provide evidence to the Council that the action has been taken.
- 23.5 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.
- 23.6 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.

24 Access to information & records

- 24.1 The Council may make a written request to the Developer:
 - 24.1.1 to provide information to the Council concerning the Developer Works,
 - 24.1.2 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.
- 24.2 The Developer is to comply with any such request made by the Council not later than 14 days after the Council makes the request.

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Springfield Drive, Lochinvar****25 [Not Used]****26 Practical Completion of Developer Works**

- 26.1 This clause 26 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 26.2 The Developer is to use all reasonable endeavours to obtain a Practical Completion Certificate for the Developer Works by not later than the Developer Works Completion Date.
- 26.3 The Developer is to make a written request to the Council to issue a Practical Completion Certificate for the Developer Works by not later than 28 days before the Developer Works Completion Date.
- 26.4 The Developer's request is to be accompanied by the following information:
 - 26.4.1 a preliminary Works-as-Executed Plan of the Developer's Works, and
 - 26.4.2 all Technical Data relating to the Developer Works, including but not limited to, geotechnical testing, structural certificates, CCTV footage and material certifications.
- 26.5 The Council is to inspect the 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.
- 26.6 As a precondition to issuing a Practical Completion Certificate, the Council may direct the Developer in writing to complete, rectify or repair any specified part of the Developer Works within a period specified in the direction in order to bring the Developer Works into conformity with any Approval.
- 26.7 The Developer is to promptly comply with any such direction given by the Council.
- 26.8 The Council may undertake more than one inspection and issue more than one direction to the Developer in order to be satisfied that a Practical Completion Certificate may be issued for the Developer works.
- 26.9 The Council is to promptly issue a Practical Completion Certificate for the Developer Works when it is reasonably satisfied that no aspect of the Developer Works reasonably requires completion, rectification or repair.

27 Transfer of Developer Works to Council

- 27.1 The Council is to give the Developer a Transfer of Ownership Notice for the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 27.2 immediately after the Council issues the Practical Completion Certificate for the Developer Works.
- 27.3 The Developer Works vest in the Council on the vesting date specified in the Transfer of Ownership Notice.

Works-in-Kind Deed**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar****28 Transfer of land on which Developer Works Constructed**

- 28.1 Unless otherwise specified in this Deed or agreed in writing between the Parties:
- 28.1.1 the Landowner is to do all things necessary to dedicate or procure the dedication to the Council of the land on which Developer Works in connection with Applicable Development Consent DA 21-1460 the subject of a Transfer of Ownership Notice given to the Developer under clause 27 are constructed,
- 28.1.2 the dedication is to occur by not later than the vesting date stated in the Transfer of Ownership Notice,
- 28.1.3 the dedication is to be free of cost to the Council.

29 Final Works-As-Executed Plan

- 29.1 No later than 14 days after Practical Completion of the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 29.2 , the Developer is to submit to the Council a final full Works-As-Executed-Plan for the Developer Works the subject of a Practical Completion Certificate in a format agreed to by the Council.
- 29.3 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.
- 29.4 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.

30 Rectification of defects

- 30.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period for the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 30.2 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.
- 30.3 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.

31 [Not Used]**32 Removal of structures & Equipment**

- 32.1 As soon as practicable after a Practical Completion Certificate is issued for the Developer for the Developer Works in connection with Applicable Development Consent DA 21-1460, the Developer, without delay, is to:

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- 32.1.1 remove from the land any structure not comprising or required in connection with the completed Developer Works and make good any damage or disturbance to the land as a result of that removal,
- 32.1.2 remove from the land any Equipment and make good any damage or disturbance to the land as a result of that removal, and
- 32.1.3 leave the land in a neat and tidy state, clean and free of rubbish.

33 Development Contributions

- 33.1 This clause 33 applies if Items 10 and 11 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 the Developer Works.
- 33.2 The Developer acknowledges the obligation imposed by the Applicable Development Consent to pay to the Council the Development Contribution Amount in relation to the Development.
- 33.3 Pursuant to s7.11(5)(b) of the Act and subject to clause 33.4, in consideration of the Developer carrying out the Developer Works and otherwise performing all of its obligations under this Deed, the Development Contribution Amount payable by the Developer is to be reduced by the Development Contribution Credit Amount.
- 33.4 The Development Contribution Amount cannot be reduced by the Development Contribution Credit Amount pursuant to clause 33.3 unless and until:
 - 33.4.1 all of the Developer Works to which the Development Contribution Credit applies have vested in the Council, and
 - 33.4.2 except as otherwise provided by this Deed, all land on which such works have been carried out that is not owned, occupied or otherwise controlled by the Council has been transferred to and have vested in the Council.

Part 3 – Dispute Resolution**34 Expert determination**

- 34.1 This clause 34 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.
- 34.2 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.
- 34.3 If such a notice is given, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 34.4 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.

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- 34.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 34.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 34.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

35 Mediation

- 35.1 This clause 35 applies to any Dispute arising in connection with this Deed other than a Dispute that is subject to expert determination in accordance with clause 34.
- 35.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 35.3 If such a notice is given, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 35.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the NSW Law Society to select a mediator.
- 35.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 35.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 35.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

36 Arbitration Excluded

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

Part 4 - Enforcement**37 [Not Used]****38 Breach of obligations**

- 38.1 This clause 38 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.

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- 38.2 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:
- 38.2.1 specifying the nature and extent of the breach,
 - 38.2.2 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,
 - 38.2.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 38.3 The Council may not exercise its rights under clause 38.5 unless it has first given the Developer a notice under clause 38.1 and the Developer has failed to comply with the Notice.
- 38.4 If the Developer fails to comply with a notice given under clause 38.138.1 relating to the provision of Developer Works, the Council may, notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, 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.
- 38.5 Despite any other provision of this Deed, any costs incurred by the Council in remedying a breach of this Deed may be recovered by the Council as a debt due in a court of competent jurisdiction.
- 38.6 For the purpose of clause 38.5, the Council's costs of remedying a breach the subject of a notice given under clause 38.1 include, but are not limited to:
- 38.6.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 38.6.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 38.6.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 38.7 Nothing in this clause 38 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.

39 Termination

- 39.1 This clause 39 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 39.2 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 and despite any other provision of this Deed:
- 39.2.1 terminate this Deed by written notice to the Developer, and
 - 39.2.2 take the Developer Works out of the hands of the Developer.

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- 39.3 For the purpose of clause 39.2.2, the Developer hereby gives the Council an irrevocable licence to enter any land not owned or controlled by the Developer in order to construct, Rectify, Maintain or use (as the case requires) the Developer Works.

40 Effect of termination

- 40.1 This clause 40 applies to the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 40.2 If the Council terminates this Deed:
- 40.2.1 the Parties are to immediately stop performing the Deed,
 - 40.2.2 no rights of the Council existing at the date of termination are affected,
 - 40.2.3 the Developer is not entitled to any payment or compensation for damages, losses or Costs arising because of the termination,
 - 40.2.4 the Developer is to pay any Costs the Council incurs, and which are invoiced to the Developer, in completing the Developer Works,
 - 40.2.5 the Council may complete the Developer Works.
 - 40.2.6 by such means as it considers reasonably appropriate,
 - 40.2.7 without paying compensation, take possession of any of the Developer's documents, information or records as it reasonably needs to complete the Developer Works,
 - 40.2.8 without paying compensation, take possession of any land the Developer owns or controls as it reasonably needs to complete the Developer Works.

41 Enforcement in a court of competent jurisdiction

- 41.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 41.2 For the avoidance of doubt, nothing in this Deed prevents:
- 41.2.1 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
 - 41.2.2 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.

42 Restriction on dealings

- 42.1 Neither the Developer nor the Landowner are to assign their rights or obligations under this Deed, nor novate this Deed, and the Landowner is not to transfer the Land or an interest in the Land, to any person unless:
- 42.1.1 they are not in breach of this Deed,

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- 42.1.2 the Council reasonably considers that the proposed assignee or novatee or transferee is reasonably capable of performing their obligations under this Deed, and
- 42.1.3 the Landowner, Developer and the assignee or novatee or transferee execute the Assignment Deed with the Council.

Part 5 – Indemnities & Insurance**43 Risk**

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

44 Release

- 44.1 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.

45 Indemnity

- 45.1 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.
- 45.2 This Developer's indemnity covers:
 - 45.2.1 any loss, destruction or damage to any real or personal property because of the Developer Works,
 - 45.2.2 any redress owed by the Council to any person under a contract or on any other legally enforceable basis,
 - 45.2.3 death or injury to any person,
 - 45.2.4 infringement or alleged infringement of any Intellectual Property, including moral rights,
 - 45.2.5 a breach or alleged breach of any duty of confidentiality.

46 Developer's Insurances

- 46.1 This clause 46 applies to the Developer's obligations under this Deed relating to the Developer Works in connection with Applicable Development Consent DA 21-1460.
- 46.2 Until the Council gives the Developer a Transfer of Ownership Notice relating to the Developer Works, the Developer is to take out and keep current to the

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satisfaction of the Council the following insurances in relation to Developer Works:

- 46.2.1 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, consultants' fees and Authorities' fees), to cover the Developer's liability in respect of damage to, or destruction of, the Works,
- 46.2.2 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,
- 46.2.3 workers compensation insurance as required by law, and
- 46.2.4 any other insurance required by law.
- 46.3 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.
- 46.4 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.

47 Subcontractors' insurances

- 47.1 Before construction of the Developer Works in connection with Applicable Development Consent DA 21-1460, commences, the Developer must ensure that the Council is provided with evidence satisfactory to the Council that all subcontractors engaged in relation to those Developer Works, are:
 - 47.1.1 covered by the insurances the Developer is required to take out and maintain in relation to those Developer Works, or
 - 47.1.2 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**48 Confidentiality**

- 48.1 Each party must keep confidential and must not publicly announce or disclose Confidential Information.
- 48.2 In particular, any party receiving Confidential Information must:
 - 48.2.1 treat the information as it would its own confidential material,
 - 48.2.2 promptly notify the Council if it becomes aware that the law might require the information to be disclosed,

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- 48.2.3 ensure that only authorised persons have access to the information and that it is stored safely and securely.
- 48.3 The Parties must immediately notify each other if they become aware of a breach of Confidential Information relating to the subject-matter of this Deed.
- 48.4 The confidentiality obligations contained in this Deed do not apply if a disclosure of Confidential Information is required:
 - 48.4.1 by law,
 - 48.4.2 by the Listing Rules of the Australian Securities Exchange Limited,
 - 48.4.3 to enable a Party to perform its obligations, or to make or defend any claim or dispute, under the Works-in-Kind Deed,
 - 48.4.4 under this Deed,
 - 48.4.5 but only if, before the Party discloses any confidential information, it notifies the other Party in writing of the information it proposes to disclose and explains why it proposes to do so.
- 48.5 The confidentiality obligations contained in this Deed survive this Deed unless otherwise agreed in writing between the Parties.

49 Ownership of Intellectual Property

- 49.1 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.
- 49.2 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.
- 49.3 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:
 - 49.3.1 using, maintaining and disposing of the Developer Works or support systems,
 - 49.3.2 modifying and developing the Developer Works and support systems, linked works or associated infrastructure,
 - 49.3.3 completing the Developer Works on termination of this Deed,
 - 49.3.4 Rectifying Defects relating to the Developer Works.
- 49.4 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.
- 49.5 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.

50 Technical Data

- 50.1 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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- 50.2 The Council may provide Technical Data to any person for a purpose relating to the Developer Works.

51 Moral rights

- 51.1 The Developer is not to enforce any moral rights against the Council relating to the Developer Works.
- 51.2 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.

52 Force Majeure

- 52.1 If a Party is affected, or likely to be affected, by a Force Majeure Event, that Party must promptly notify the other Party, giving:
- 52.1.1 full details of the event,
 - 52.1.2 an estimate of its duration,
 - 52.1.3 the obligations under this Deed it affects and how much it will affect them,
 - 52.1.4 the steps either taken or planned to manage its effects.
- 52.2 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.
- 52.3 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.

53 Notices

- 53.1 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:
- 53.1.1 delivered or posted to that Party at its postal address set out in Item 13 or 14 of the Reference Schedule as the case requires,
 - 53.1.2 faxed to that Party at its fax number set out in Item 13 or 14 of the Reference Schedule, or
 - 53.1.3 emailed to that Party at its email address set out in Item 13 or 14 of the Reference Schedule.
- 53.2 If a Party gives the other Party 3 business days' notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 53.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 53.3.1 delivered, when it is left at the relevant postal address,
 - 53.3.2 sent by post, 2 business days after it is posted,

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- 53.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number, or
- 53.3.4 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.
- 53.4 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.

54 Approvals and Consent

- 54.1 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.
- 54.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

55 Costs

- 55.1 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.
- 55.2 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.

56 Entire Deed

- 56.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 56.2 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.

57 Further Acts

- 57.1 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.

58 Governing Law and Jurisdiction

- 58.1 This Deed is governed by the law of New South Wales.

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- 58.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 58.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

59 No Fetter

- 59.1 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.

60 Illegality

- 60.1 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.
- 60.2 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.
- 60.3 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.

61 Amendment

- 61.1 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.

62 Waiver

- 62.1 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.
- 62.2 A waiver by a Party is only effective if it:
- 62.2.1 is in writing,
 - 62.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 62.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 62.2.4 is signed and dated by the Party giving the waiver.
- 62.3 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.

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- 62.4 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.
- 62.5 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.

63 GST

- 63.1 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.

- 63.2 Subject to clause 63.4, 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.
- 63.3 Clause 63.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 63.4 No additional amount shall be payable by the Council under clause 63.2 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.
- 63.5 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:
- 63.5.1 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;
- 63.5.2 that any amounts payable by the Parties in accordance with clause 63.2 (as limited by clause 63.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

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- 63.6 No payment of any amount pursuant to this clause 63, 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.
- 63.7 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.
- 63.8 This clause continues to apply after expiration or termination of this Deed.

[The next page is the Reference Schedule]

Works-in-Kind Deed**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar****Schedule 1: Reference Schedule**

<div>1</div> <div>(a) Developer</div> <div>(b) Landowner</div> <div>(c) Land</div>	<div>Lochinvar Ridge Estate Pty Ltd ABN 30 623 520 016 , Shop 5, 22 Empire Street, Huntlee NSW 2322</div> <div>Lochinvar Ridge Estate Pty Ltd ABN 30 623 520 016 , Shop 5, 22 Empire Street, Huntlee NSW 2322</div> <div>Developer Works 1 (as specified in Item 3): 70 Christopher Road, Lochinvar NSW 2321 (location as shown on Schedule 2 – Developer Works Location Plans)</div> <div>Developer Works 2 (as specified in Item 3): Lot 624 DP 1296101 – 41A Droughtmaster Avenue, Lochinvar</div>												
<div>2</div> <div>Development</div>	<div>Development the subject of the following:</div> <div><div>• Applicable Development Consent DA 21-1460 - 312 Lot Torrens Title Subdivision Including Local Park at 70 Christopher Road, Lochinvar NSW 2321</div><div>• Applicable Development Consent DA 17-1401 - 146 Lot Torrens Title Subdivision Including 1 Residue Lot & 1 Drainage Reserve Lot at 44 & 70 Christopher Road & 801, 803 & 805 New England Highway, Lochinvar NSW 2321</div></div>												
<div>3</div> <div>Developer Works</div>	<div>Developer Works 1: Part Construction of Springfield Drive Median identified as Lochinvar Development Contributions Plan Item L20 - Southern Ring Road</div> <div>Developer Works 2: Part Construction of Stormwater Culvert identified as Lochinvar Development Contributions Plan Item L43</div> <table><tr><th>Developer Works</th><th>Applicable Development Consent</th><th>Lot & DP</th><th>Length (m)</th></tr><tr><td>Developer Works 1</td><td>21-1460</td><td>Lot 2 DP 1309170</td><td>200</td></tr><tr><td>Developer Works 2</td><td>17-1401</td><td>Lot 624 DP1296101</td><td>N/A</td></tr></table>	Developer Works	Applicable Development Consent	Lot & DP	Length (m)	Developer Works 1	21-1460	Lot 2 DP 1309170	200	Developer Works 2	17-1401	Lot 624 DP1296101	N/A
Developer Works	Applicable Development Consent	Lot & DP	Length (m)										
Developer Works 1	21-1460	Lot 2 DP 1309170	200										
Developer Works 2	17-1401	Lot 624 DP1296101	N/A										
<div>4</div> <div>Developer Works Agreed Cost</div>	<table><tr><th>Developer Works</th><th>Applicable Development Consent</th><th>Developer Works Agreed Cost</th></tr><tr><td>Developer Works 1</td><td>21-1460</td><td>\$294,132.55</td></tr><tr><td>Developer Works 2</td><td>17-1401</td><td>\$18,850.00</td></tr></table>	Developer Works	Applicable Development Consent	Developer Works Agreed Cost	Developer Works 1	21-1460	\$294,132.55	Developer Works 2	17-1401	\$18,850.00			
Developer Works	Applicable Development Consent	Developer Works Agreed Cost											
Developer Works 1	21-1460	\$294,132.55											
Developer Works 2	17-1401	\$18,850.00											

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5 Developer Works Completion Date	Developer Work	Developer Works Completion Date
	Developer Works 1	Prior to issue of Practical Completion Certificate for Stage 13 of the Development approved under DA 21-1460
	Developer Works 2	Works completed under consent issued for DA 17-1401
6 (a) Developer Works Security	Nil	
(b) Indexation Method	N/A	
7 Defects Liability Period	12 Months	
8 Maintenance Period	N/A	
9 Applicable Contributions Plan	Lochinvar Development Contributions Plan 2014	
10 Development Contribution Amount	\$8,945,474.23 in accordance with the Applicable Contributions Plan for Applicable Development Consent DA 21-1460:2 and balance payable at the date of this agreement	
11 Development Contribution Credit Amount	\$294,132.55 for Item 3, Developer Works 1 undertaken in accordance with this Deed in connection with Applicable Development Consent DA 21-1460	
12 Council Developer Works Contribution Amount	\$18,850.00 to be paid to the developer for the Developer Works undertaken in connection with Applicable Development consent DA 17-1401	
13 Council Contact for Notices	Postal Address: PO Box 220 Maitland NSW Telephone: (02) 4934 9817 Email: melissa.harvey@maitland.nsw.gov.au Representative: Melissa Harvey	
14 Developer Contact for Notices	Postal Address: Shop 5, 22 Empire Street, Huntlee NSW 2322 Telephone: 0447 827 666 Email: b.maloney@ulh.com.au Representative: Breanna Maloney	

[The next page is the Schedule 2]

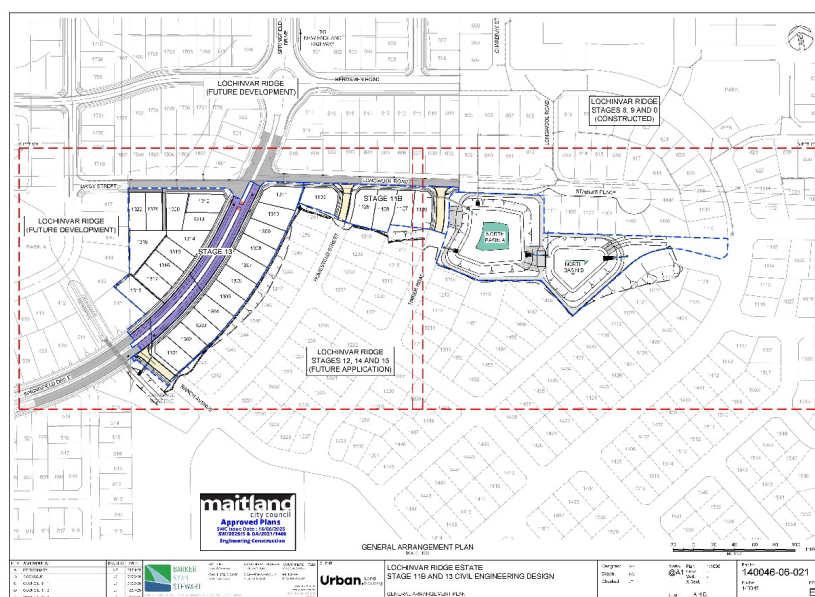
Works-in-Kind Deed**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar****Schedule 2: Developer Works Location Plans**

Works-in-Kind Deed
Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar



Works-in-Kind Deed
Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar

Schedule 3: Developer Works Plans and Drawings



General Arrangement Plan only included. Complete suite of plans included in SWC/2025/05

[The next page is the Execution Page]

Works-in-Kind Deed
Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar

Execution

Executed as a Deed

Dated:

***[Drafting Note. Delete execution clauses below not required.]**

Executed by the COUNCIL pursuant to a resolution passed at a duly convened meeting held on **[Drafting Note. Insert Date]:**

General Manager

Witness

Name of General Manager

Names of Witness

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

Director

Director / Secretary

Name

Name

Works-in-Kind Deed
Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar

Executed by the Developer:

Developer

Witness

Witness Name

DRAFT

Works-in-Kind Deed
Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar

Appendix: Assignment Deed

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

DRAFT

Works-in-Kind Deed

**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar**

Assignment Deed

[Insert Name of Project]

Maitland City Council

[Insert Name of Developer]

[Insert Date]

Works-in-Kind Deed

**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar**

Assignment Deed

[Insert Name of Project]

Parties

Maitland City Council ABN [Drafting Note. Insert Details] of [Drafting Note. Insert Details] ('Council')

and

[Insert Name] [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**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar**

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

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

Works-in-Kind Deed**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar**

which arise or relate to acts or omissions of the Incoming Party occurring on or after the Effective Date.

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:

Works-in-Kind Deed**Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar**

- (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
 - (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
Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar

Execution

Executed as a Deed

Dated:

Executed on behalf of the Council

General Manager

Witness

Mayor

Witness

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

Works-in-Kind Deed
Part Median Construction & Part Construction of Stormwater Culvert
Springfield Drive, Lochinvar

Name/Position

Name/Position

DRAFT

City Services

Local Traffic Committee Meeting Minutes (August 2025)

LTC Minutes – 7 August 2025 (Under Separate Cover)

Meeting Date: 16 September 2025

Attachment No: 1

Number of Pages: 28



LOCAL TRAFFIC COMMITTEE MEETING

MINUTES

7 AUGUST 2025

Maitland City Council | Ordinary Meeting



7 AUGUST 2025

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LOCAL TRAFFIC COMMITTEE MEETING MINUTES

7 AUGUST 2025

PRESENT

Cr Warrick Penfold – Councillor (Chairperson)
Stephen Smith – Maitland City Council
Giovanna Kozary – State Member’s Representative
John Carey – Transport for NSW Representative
Sergeant Amber Brown – Maitland Police Representative
Senior Constable Rodney Minter – Maitland Police
William Ridley – Hunter Valley Buses
Chris Pinchen – Maitland City Council
Kate Taylor – Maitland City Council
Jalal Irfani – Maitland City Council
Steven Roach – Maitland City Council
Grace Teeraputtanun – Maitland City Council
Ajith De Alwis – Maitland City Council
Maddison McKee – Maitland City Council (until 9.56am)
Christina Devine – Maitland City Council (minute taker)

COMMENCEMENT

The meeting was declared open at 9.32 am.

1 ACKNOWLEDGEMENT OF COUNTRY

2 APOLOGIES AND LEAVE OF ABSENCE

Nicholas Trajcevski – Transport for NSW

3 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

No objection or amendments were received within the two week notification period with regards to the distributed Minutes of the Local Traffic Committee Meeting held 3 July 2025 and the minutes were hereby considered adopted on 17 July 2025.

4 BUSINESS ARISING FROM MINUTES

4.1 (JULY 2025 ITEM 5.1) HUNTER VALLEY OUTDOOR SHOW 2025 - EVENT TRAFFIC & TRANSPORT MANAGEMENT

Council representative advised that Hunter Valley Outdoor Show has now been cancelled this year due to bad weather and will be back next year.

LOCAL TRAFFIC COMMITTEE MEETING MINUTES

7 AUGUST 2025

4.2 (JULY 2025 ITEM 6.5) REAR GATES AT ASHTONFIELD PUBLIC SCHOOL

Local State MP representative advised that they are yet to receive a formal response from School Infrastructure NSW regarding opening the rear gate, however School Infrastructure NSW have indicated that there wouldn't be any changes made unless public consultation has occurred.

If a formal response is received from School Infrastructure NSW, Local State MP representative will share with Council.

7 AUGUST 2025

5 LOCAL TRAFFIC COMMITTEE REPORTS

5.1 2025 RIVERLIGHTS MULTICULTURAL FESTIVAL - EVENT TRAFFIC MANAGEMENT

FILE NO: 2025/437790

ATTACHMENTS:

- 1. Riverlights Traffic Guidance Scheme - Pre Event Closure
- 2. Riverlights Traffic Guidance Scheme - Event Closure

AUTHOR: Traffic Management Officer
Operations Manager Transport & Infrastructure Engineering
Events Officer
Events Officer
Coordinator City Events & Activation

EXECUTIVE SUMMARY

Maitland Riverlights will be held on Saturday 11 October 2025, with the set up and pack down of stalls and infrastructure occurring from Wednesday 8 October 2025 to Sunday 12 October 2025.

Council proposes a closure footprint consisting of The Levee Shared Zone, Dransfield Lane, and Bulwer Street, Maitland. The Traffic Guidance Scheme for the event is submitted to the Local Traffic Committee for review and acceptance.

OFFICER'S RECOMMENDATION

THAT

- 1. The following temporary road closures associated with the set up and presentation of the proposed Maitland Riverlights Festival be approved:

From 3pm Wednesday 8 October 2025 to 5pm Sunday 12 October 2025:
 - a) Bulwer Street- from High Street to just north of 10 Bulwer Street, Maitland.
 - b) Dransfield Lane- from Bulwer Street and Elgin Street, Maitland.
From 3pm Thursday 9 October 2025 to 5pm Sunday 12 October 2025:
 - c) The Levee- from Elgin Street to Bourke Street, Maitland.
- 2. The installation of road closure devices and signs to affect the proposed road closures also be approved.

7 AUGUST 2025

COMMITTEE RECOMMENDATION

THAT

- 1. The following temporary road closures associated with the set up and presentation of the proposed Maitland Riverlights Festival be approved by Council:**

From 3pm Wednesday 8 October 2025 to 5pm Sunday 12 October 2025:

- a) Bulwer Street- from High Street to just north of 10 Bulwer Street, Maitland.**
- b) Dransfield Lane- from Bulwer Street and Elgin Street, Maitland.**

From 3pm Thursday 9 October 2025 to 5pm Sunday 12 October 2025:

- c) The Levee- from Elgin Street to Bourke Street, Maitland.**
- 2. The installation of road closure devices and signs to affect the proposed road closures also be approved by Council.**

7 AUGUST 2025

Local Traffic Committee Reports

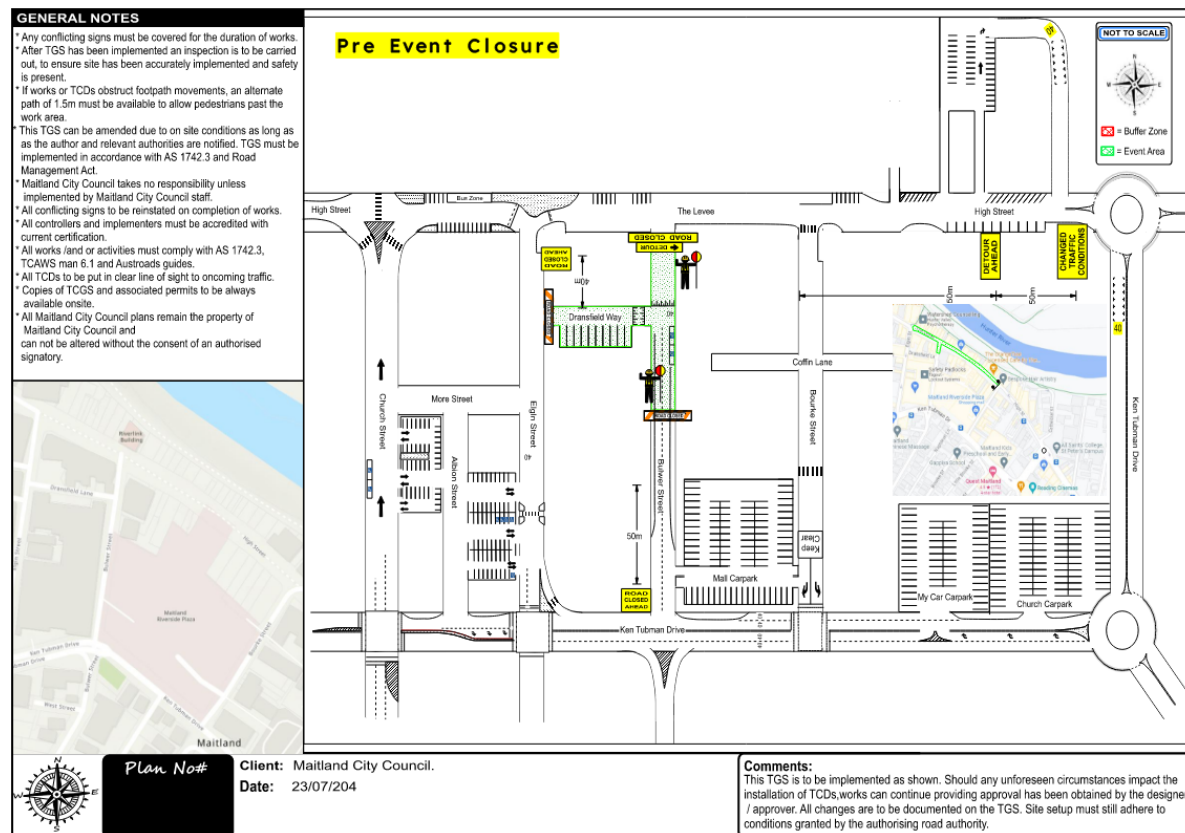
2025 RIVERLIGHTS MULTICULTURAL FESTIVAL - EVENT TRAFFIC MANAGEMENT

Riverlights Traffic Guidance Scheme - Pre Event Closure

Meeting Date: 7 August 2025

Attachment No: 1

Number of Pages: 1



7 AUGUST 2025

Local Traffic Committee Reports

2025 RIVERLIGHTS MULTICULTURAL FESTIVAL - EVENT TRAFFIC MANAGEMENT

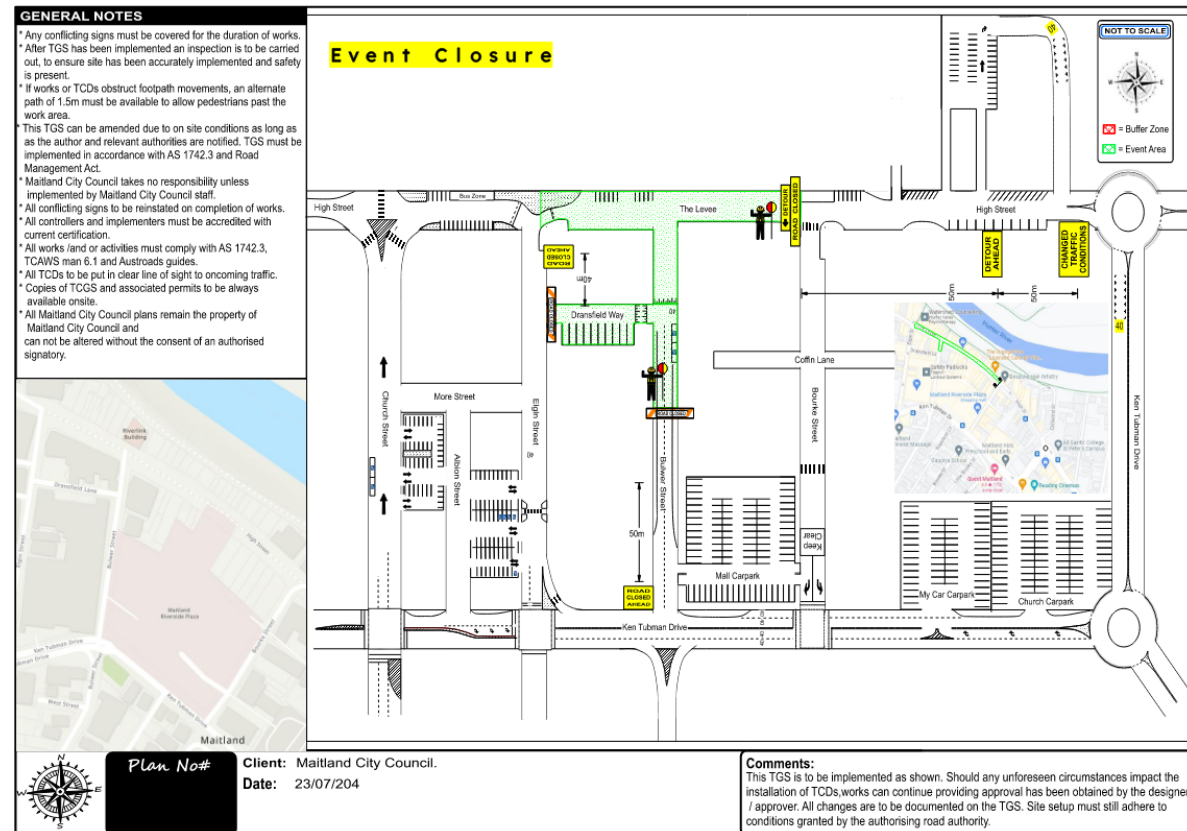
Riverlights Traffic Guidance Scheme - Event Closure

Meeting Date: 7 August 2025

Attachment No: 2

Number of Pages: 1

7 AUGUST 2025



7 AUGUST 2025

5.2 131 WOLLOMBI ROAD FARLEY - PROPOSED SIGNAGE AND LINEMARKING

FILE NO: DA/2023/31
ATTACHMENTS: 1. Linemarking and Signage Plan for 131 Wollombi Road, Farley
AUTHOR: Graduate Civil Engineer
Operations Manager Transport & Infrastructure Engineering

EXECUTIVE SUMMARY

A Torrens title subdivision of 131 Wollombi Road, Farley has been approved. This subdivision creates several new roads and intersections. Approval is sought for new regulatory signage and linemarking associated with this stage of the new estate.

OFFICER'S RECOMMENDATION

THAT

1. The regulatory linemarking and signage for 131 Wollombi Road, Farley to be approved as per the attached plan.

COMMITTEE RECOMMENDATION

THAT

1. The regulatory linemarking and signage for 131 Wollombi Road, Farley as amended in red to be approved by Council as per the attached plan.

7 AUGUST 2025

Local Traffic Committee Reports

131 WOLLOMBI ROAD FARLEY - PROPOSED SIGNAGE AND LINEMARKING

Linemarking and Signage Plan for 131 Wollombi Road, Farley

Meeting Date: 7 August 2025

Attachment No: 1

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7 AUGUST 2025

5.3 129 ABERGLASSLYN ROAD ABERGLASSLYN - LINEMARKING AND SIGNAGE PLAN

FILE NO: DA/2004/4357:8
ATTACHMENTS: 1. Linemarking and Signage Plan for 129 Aberglasslyn Road, Aberglasslyn
AUTHOR: Graduate Civil Engineer
Operations Manager Transport & Infrastructure Engineering

EXECUTIVE SUMMARY

A Torrens title subdivision of 129 Aberglasslyn Road, Aberglasslyn has been approved. This subdivision creates several new roads and intersections. Approval is sought for new regulatory signage and linemarking associated with this stage of the new estate.

OFFICER'S RECOMMENDATION

THAT

- 1. The regulatory linemarking and signage for 129 Aberglasslyn Road, Aberglasslyn is to be approved as per the attached plan.

COMMITTEE RECOMMENDATION

THAT

- 1. The regulatory linemarking and signage for 129 Aberglasslyn Road, Aberglasslyn as amended in red is to be approved by Council as per the attached plan.

7 AUGUST 2025

Local Traffic Committee Reports

129 ABERGLASSLYN ROAD ABERGLASSLYN - LINEMARKING AND SIGNAGE PLAN

Linemarking and Signage Plan for 129 Aberglasslyn Road, Aberglasslyn

Meeting Date: 7 August 2025

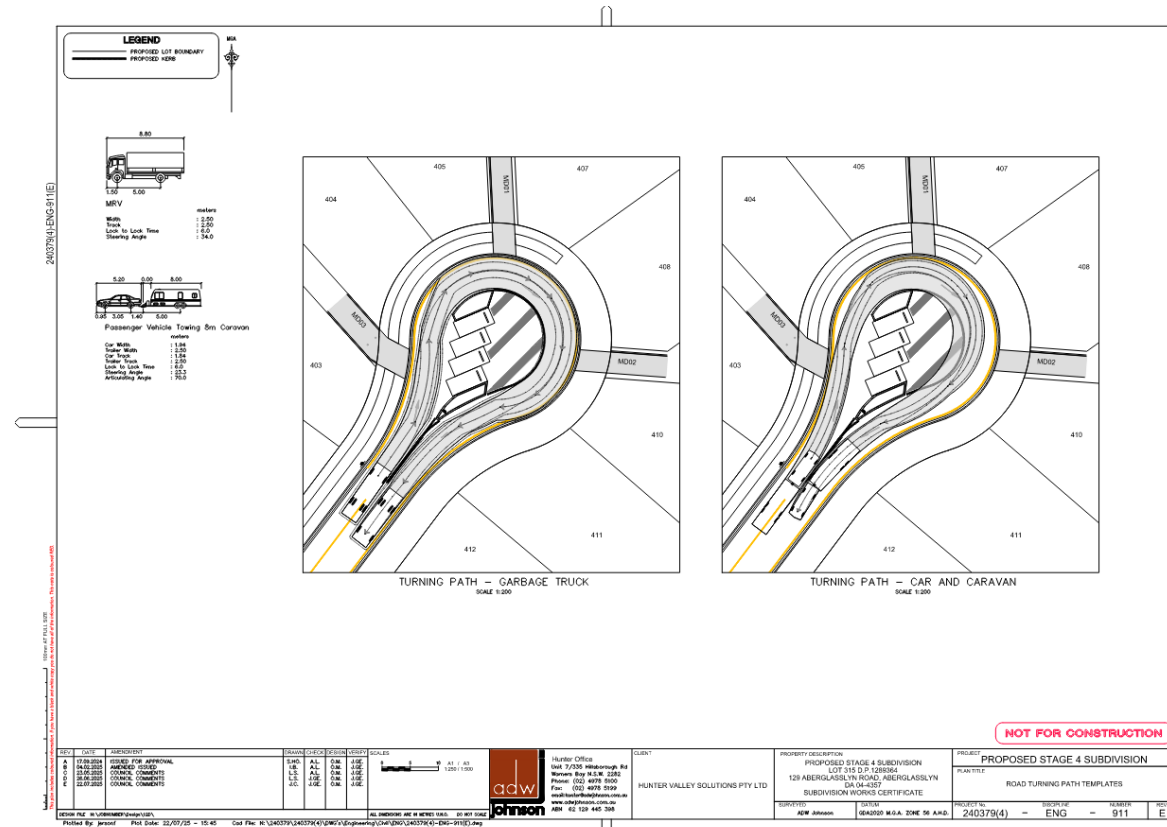
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Number of Pages: 2

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**5.4 LOCHINVAR RIDGE STAGE 11A - 21 CLYDESDALE STREET AND 70
CHRISTOPHER ROAD, LOCHINVAR - PROPOSED LINEMARKING AND SIGNAGE**

FILE NO: DA/2021/1460
ATTACHMENTS: 1. Signage and Linemarking Plan - Lochinvar Ridge Stage 11A
AUTHOR: Senior Subdivision & Development Engineer
Operations Manager Transport & Infrastructure Engineering

EXECUTIVE SUMMARY

As part of new estate works for Lochinvar Ridge stage 11A at 21 Clydesdale Street and 70 Christopher Road, Lochinvar, linemarking and regulatory signage is proposed to manage traffic and intersection controls.

OFFICER'S RECOMMENDATION

THAT

1. The regulatory signage and linemarking associated with stages 11A of the development as per the submitted plan by GCE, Plan No: 24278C Drawing No: C32 Rev 3 dated 26/06/2025 be approved.

COMMITTEE RECOMMENDATION

THAT

1. The regulatory signage and linemarking associated with stages 11A of the development as per the submitted plan by GCE, Plan No: 24278C Drawing No: C32 Rev 3 dated 26/06/2025 be approved by Council.

7 AUGUST 2025

Local Traffic Committee Reports

LOCHINVAR RIDGE STAGE 11A - 21 CLYDESDALE STREET AND 70 CHRISTOPER ROAD, LOCHINVAR - PROPOSED LINEMARKING AND SIGNAGE

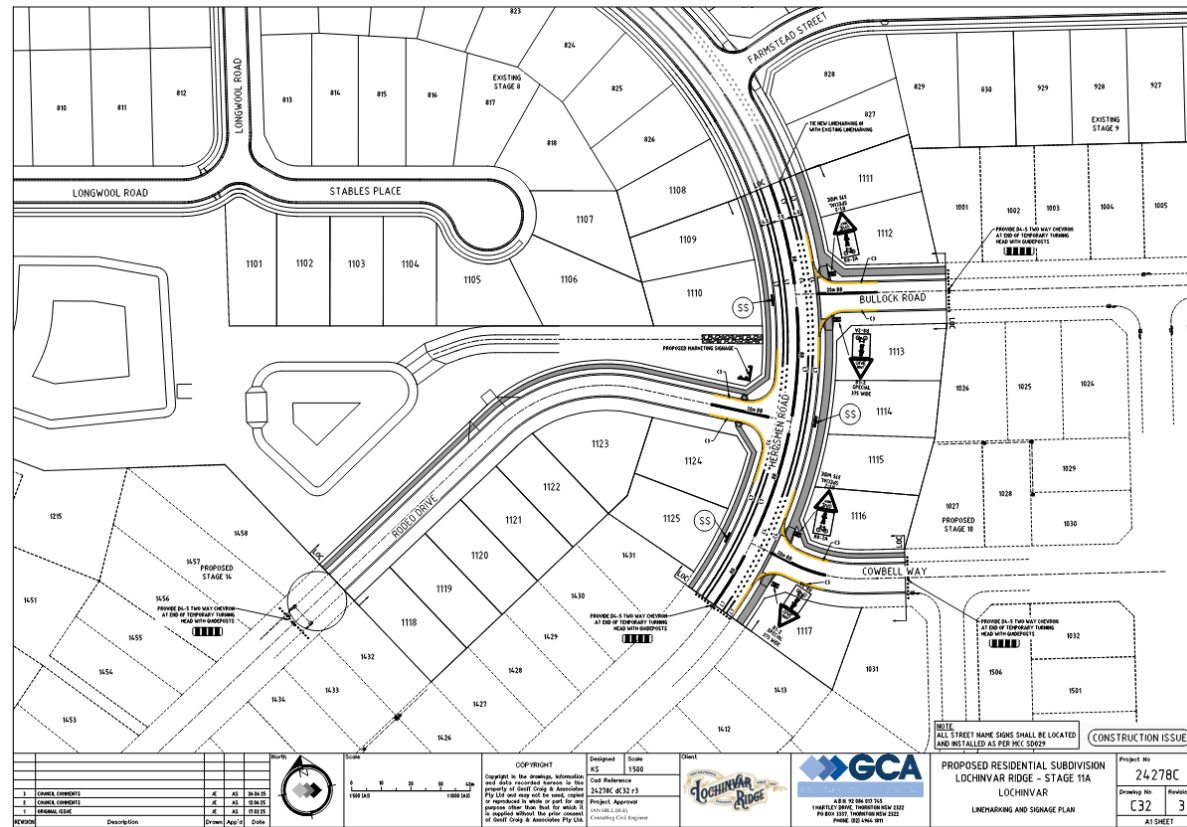
Signage and Linemarking Plan - Lochinvar Ridge Stage 11A

Meeting Date: 7 August 2025

Attachment No: 1

Number of Pages: 1

7 AUGUST 2025



7 AUGUST 2025

5.5 LOCHINVAR RIDGE STAGES 11B AND 13 - 21 CLYDESDALE STREET AND 7 CHARBY STREET, LOCHINVAR – PROPOSED LINEMARKING AND SIGNAGE

FILE NO: DA/2021/1460
ATTACHMENTS: 1. Signage and Linemarking Plan - Lochinvar Ridge Stages 11B and 13
AUTHOR: Senior Subdivision & Development Engineer
Operations Manager Transport & Infrastructure Engineering

EXECUTIVE SUMMARY

As part of new estate works for Lochinvar Ridge stages 11B and 13 at 21 Clydesdale Street and 7 Charby Street, Lochinvar, linemarking and regulatory signage is proposed to manage traffic and intersection controls.

OFFICER'S RECOMMENDATION

THAT

1. The regulatory signage and linemarking associated with stages 11B and 13 of the development as per the submitted plan No:140046 sheets 151 to 153, Rev E dated 27/05/2025 be approved.

COMMITTEE RECOMMENDATION

THAT

1. The regulatory signage and linemarking associated with stages 11B and 13 of the development as per the submitted plan No:140046 sheets 151 to 153, Rev E dated 27/05/2025 as amended in red be approved by Council.

7 AUGUST 2025

Local Traffic Committee Reports

LOCHINVAR RIDGE STAGES 11B AND 13 - 21 CLYDESDALE STREET AND 7 CHARBY STREET, LOCHINVAR – PROPOSED LINEMARKING AND SIGNAGE

Signage and Linemarking Plan - Lochinvar Ridge Stages 11B and 13

Meeting Date: 7 August 2025

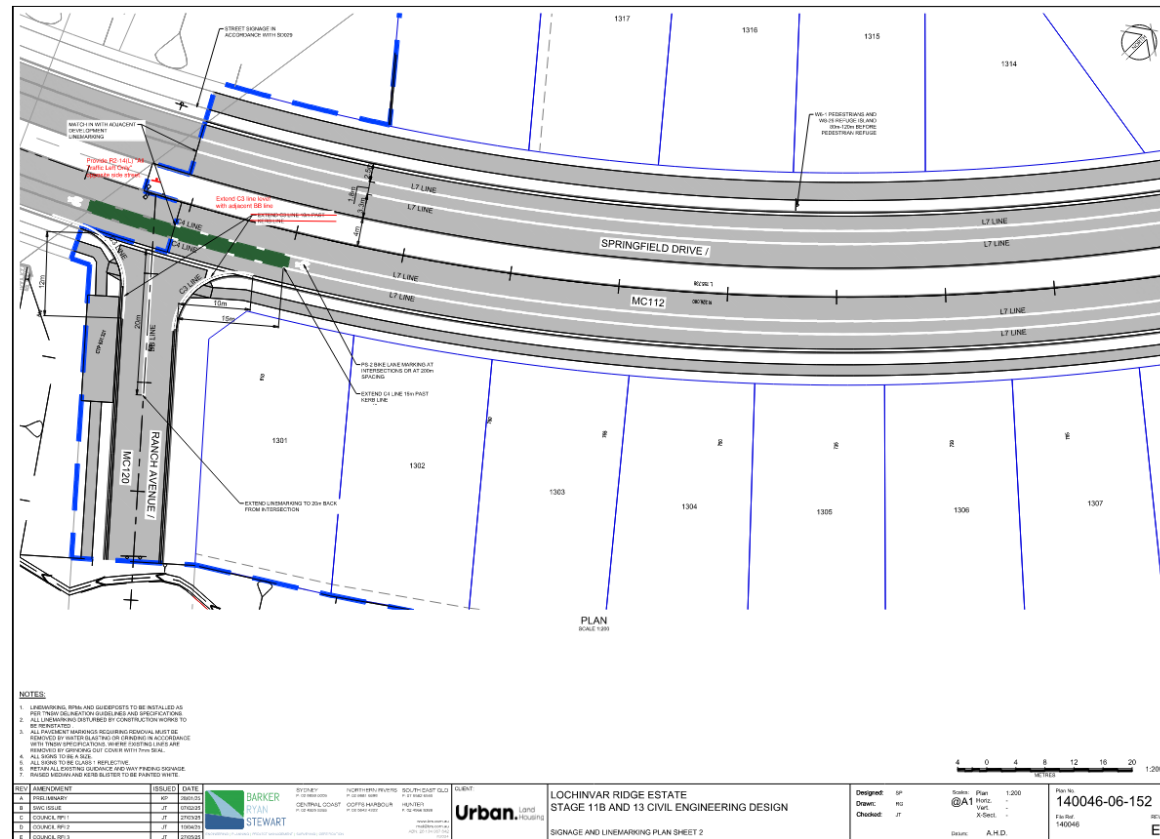
Attachment No: 1

Number of Pages: 3



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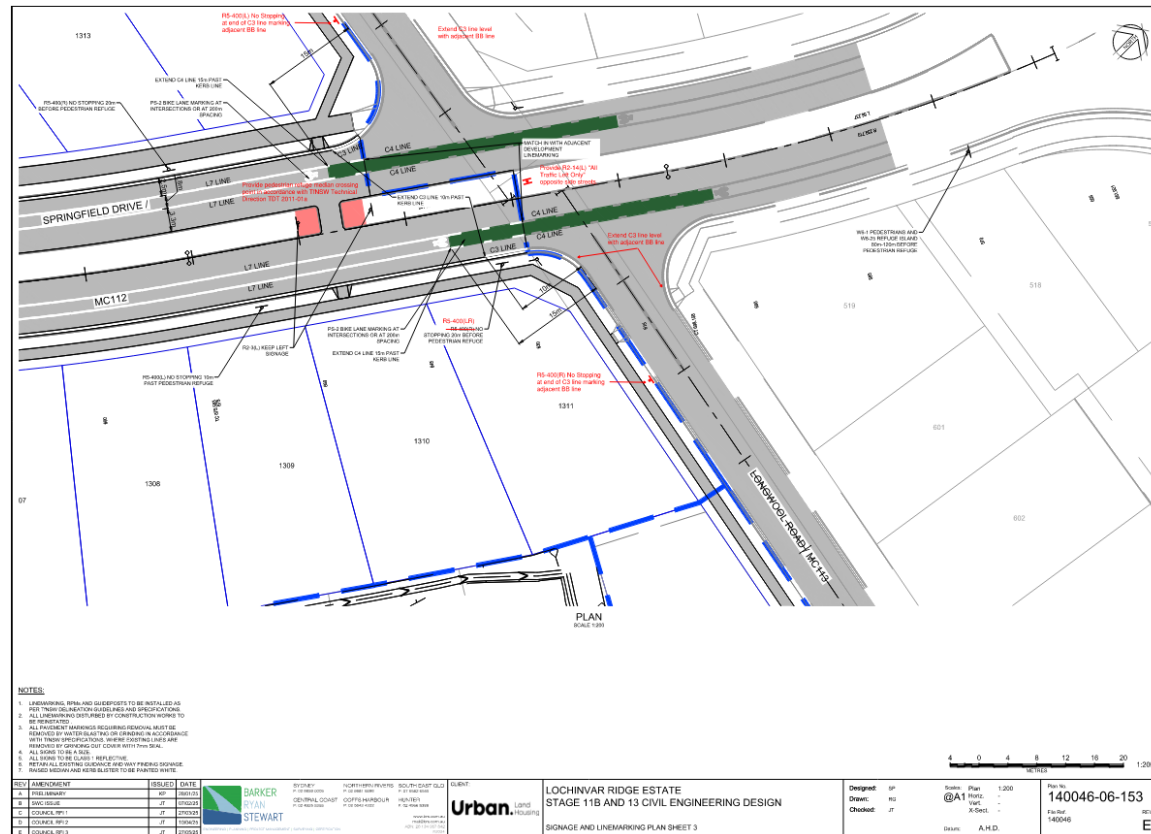
7 AUGUST 2025



Maitland City Council | Local Traffic Committee Meeting Minutes

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7 AUGUST 2025



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6 GENERAL BUSINESS

FILE NO: 140/5
ATTACHMENTS: Nil
AUTHOR: Support Officer Engineering & Design
 Operations Manager Transport & Infrastructure Engineering

6.1 CHANGES TO THE DELEGATIONS FOR LOCAL TRAFFIC COMMITTEE

Note: This item was raised by a Council representative at the beginning of the meeting (after item 3) due to its potential implications in the running of the meeting.

QUERY/ DETAILS

- Transport's 2025 Authorisation and Delegation Instrument for Councils, commencing on August 1, will replace the existing 2011 Delegation to Councils and 2023 Temporary Delegation to Councils.
- *Local Traffic Committee* (LTC) is renamed *Local Transport Forum* (LTF).
- Councils may sub-delegate functions to staff.
- Fewer matters now need to be referred to the LTF.
- Greater scope for councils to use roadwork speed limit signs.
- Council can decide which proposals to send to the LTF, noting referral is only mandatory where that proposal would:
 - for a period exceeding 6 months:
 - (i) restrict or prohibit passage along a road of any persons, vehicles, or animals; or
 - (ii) compel or prevent a turn from one public road to another public road;
 - or, for a period exceeding 24 hours:
 - (iii) prevent, impede, or hinder the safe or efficient operation of a public passenger service; or
 - (iv) prevent access to a public transport station, stop, wharf, or service; or
 - (v) remove or render less effective any bus priority measure.
- Focus the LTF on advice and collaboration, not voting.
- Give NSW Police and Transport 7 days' notice of on-road public events.
- Traffic lights and speed zone delegations remain with TfNSW.
- Members – Four members being Council, Transport, Police, Local Member(s) of NSW Parliament. Quorum is TfNSW and Council.
- There is no voting and no requirement for unanimity
- Further information is located at:
<https://www.transport.nsw.gov.au/operations/roads-and-waterways/committees-communities-and-groups/committees-and-groups/transport>

7 AUGUST 2025

ACTION/ OUTCOME

- From next month, LTC will be LTF.
- We will continue doing what we're doing regarding events. Notification of an event will be reported through the Traffic inbox.
- Information will be distributed throughout Council after discussions with TfNSW.

6.2 RUTHERFORD PUBLIC SCHOOL PARKING**QUERY/ DETAILS**

- Local State MP representative raised an enquiry from a parent of a student at Rutherford Public School regarding alternate parking while the sealed car park at Max McMahon Oval is closed, due to construction works and that there have been parking infringements issued to road users parking illegally in the bus zone in Weblands Street. Local State MP representative advised the parent that road signs are enforceable and are installed for the safety of the community.

ACTION/ OUTCOME

- Council representative advised that there is a Council carpark adjacent to the school, off Weblands St opposite Compton Street, that is open and functioning and will be open for the duration of the Max McMahon oval project. Once construction is complete on the Max McMahon oval project, estimated to be by Christmas, the sealed car park in front of the new amenities building will re-open.

6.3 RUTHERFORD EAST MALL CAR PARK**QUERY/ DETAILS**

- Local State MP representative raised an enquiry from a Taxi Driver who frequents the taxi rank in the Rutherford East Mall car park about improving the one-way signage and adding bollards at the edge of the pedestrian crossing to prevent cars being able to drive through the opening. It was noted the one-way arrows were repainted in 2023 but are faded and are not as big as they were previously.

ACTION/ OUTCOME

- Council representative advised that Council will investigate the matter and will report back to the Local State MP representative on the outcome.

LOCAL TRAFFIC COMMITTEE MEETING MINUTES

7 AUGUST 2025

7 CLOSURE

The meeting was declared closed at 10.36 am.