

# **Attachments Under Separate Cover**

**9 December 2025**

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# **Office of the General Manager**

## **Draft Code of Meeting Practice for Adoption**

### **Code of Meeting Practice (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 1**

**Number of Pages: 35**

# Code of Meeting Practice

Date Adopted: DD/MM/ 2025

Version: 29

## Policy Objectives

This objective of this policy is to comply with section 360 of the *Local Government Act 1993* (the Act) and the *Local Government (General) Regulation 2021* (the Regulation).

## Policy Scope

This policy applies to all meetings of councils and committees of councils of which all the members are councillors (committees of council). Council committees whose members include persons other than councillors may adopt their own rules for meetings unless the council determines otherwise.

## Policy Statement

### 1. Meeting Principles

#### 1.1. Council and committee meetings should be:

- Transparent:* Decisions are made in a way that is open and accountable.
- Informed:* Decisions are made based on relevant, quality information.
- Inclusive:* Decisions respect the diverse needs and interests of the local community.
- Principled:* Decisions are informed by the principles prescribed under Chapter 3 of the Act.
- Trusted:* The community has confidence that councillors and staff act ethically and make decisions in the interests of the whole community.
- Respectful:* Councillors, staff and meeting attendees treat each other with respect.
- Effective:* Meetings are well organised, effectively run and skilfully chaired.
- Orderly:* Councillors, staff and meeting attendees behave in a way that contributes to the orderly conduct of the meeting.

### 2. Before the meeting

#### Timing of ordinary council meetings

- 2.1. Ordinary meetings of the council will be held at least ten (10) times per year, on the following occasions:
- The third Tuesday of each month, other than January and December;
  - On a date in January determined by the General Manager, if deemed necessary;
  - On a date in December determined annually by resolution of council;

- In the year of a general local government election, the holding of a council meeting in September will be at the discretion of the general manager. Depending on the timing of the election, the general manager may determine:
  - not to hold a council meeting in September, or
  - to hold a council meeting on a date in September determined and notified by the general manager.

*Note: Under section 365 of the Act, councils are required to meet at least ten (10) times each year, each time in a different month unless the Minister for Local Government has approved a reduction in the number of times that a council is required to meet each year under section 365.*

- 2.2. All meetings of council will be held in the Council Chambers, Maitland Town Hall, High Street, Maitland, commencing immediately following the conclusion of the public forum (which commences at 5.30pm) unless an alternate location and time are specified in the notice of a particular meeting.

#### Extraordinary meetings

- 2.3. If the mayor receives a request in writing, signed by at least two (2) councillors, the mayor must call an extraordinary meeting of the council to be held as soon as practicable, but in any event, no more than fourteen (14) days after receipt of the request. The mayor can be one of the two councillors requesting the meeting.

*Note: Clause 2.3 reflects section 366 of the Act.*

- 2.4. The Mayor may call an extraordinary meeting without the need to obtain the signature of two (2) councillors.

#### Notice to the public of council meetings

- 2.5. The council must give notice to the public of the time, date and place of each of its meetings, including extraordinary meetings and of each meeting of committees of the council.

*Note: Clause 2.5 reflects section 9(1) of the Act.*

- 2.6. For the purposes of clause 2.5, notice of a meeting of the council and of a committee of council is to be published before the meeting takes place. The notice must be published on the council's website, and in such other manner that the council is satisfied is likely to bring notice of the meeting to the attention of as many people as possible.

- 2.7. For the purposes of clause 2.5, notice of more than one (1) meeting may be given in the same notice.

#### Notice to councillors of ordinary council meetings

- 2.8. The general manager must send to each councillor, at least five (5) days before each meeting of the council, a notice specifying the time, date and place at which the meeting is to be held, and the business proposed to be considered at the meeting.

*Note: Clause 2.8 reflects section 367(1) of the Act.*

- 2.9. The notice and the agenda for, and the business papers relating to, the meeting may be given to councillors in electronic form, but only if all councillors have facilities to access the notice, agenda and business papers in that form.

*Note: Clause 2.9 reflects section 367(3) of the Act.*

Notice to councillors of extraordinary meetings

- 2.10. Notice of less than three (3) days may be given to councillors of an extraordinary meeting of the council in cases of emergency.

*Note: Clause 2.10 reflects section 367(2) of the Act.*

Giving notice of business to be considered at council meetings

- 2.11. A councillor may give notice of any business they wish to be considered by the council at its next ordinary meeting by way of a notice of motion. To be included on the agenda of the meeting, the notice of motion must be submitted using the Notice of Motion form and be submitted (midday, Wednesday) nine (9) business days before the meeting is to be held.
- 2.12. A councillor may, in writing to the general manager, request the withdrawal the notice of motion submitted by them prior to its inclusion in the agenda and business paper for the meeting at which it is to be considered.
- 2.13. If the general manager considers that a notice of motion has legal, strategic, financial or policy implications which should be taken into consideration by the meeting, the general manager may prepare a report in relation to the notice of motion for inclusion with the business papers for the meeting at which the notice of motion is to be considered by the council.
- 2.14. A notice of motion for the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan must identify the source of funding for the expenditure that is the subject of the notice of motion. If the notice of motion does not identify a funding source, the general manager must either:
- a) prepare a report on the availability of funds for implementing the motion if adopted for inclusion in the business papers for the meeting at which the notice of motion is to be considered by the council, or
  - b) by written notice sent to all councillors with the business papers for the meeting for which the notice of motion has been submitted, defer consideration of the matter by the council to such a date specified in the notice, pending the preparation of such a report.
- 2.15. The mayor or general manager may approve the inclusion of late business in the meeting agenda, of which due notice has not been given. However, such late business may only be considered at a meeting of the council if:
- a) a motion is passed to have the business transacted at the meeting and the business proposed to be brought forward is ruled by the chairperson to be of great urgency (as set out in clause 8.3), or
  - b) the matter is introduced by way of a mayoral minute (subject to clause 8.9).
- 2.16. Where possible, late items proposed to be included on the meeting agenda will be supplied to councillors via email as soon as possible prior to the meeting.

Questions with notice

- 2.17. A councillor may, by way of a notice submitted under clause 2.10, ask a question for response by the general manager about the performance or operations of the council. The question with notice must be submitted using the Question with Notice form and be submitted (midday, Wednesday) nine (9) business days before the meeting is to be held.
- 2.18. A councillor is not permitted to ask a question with notice under clause 2.16 that would constitute an act of disorder.
- 2.19. The general manager or their nominee may respond to a question with notice submitted under clause 2.16 by way of a report included in the business papers for the relevant meeting of the council or orally at the meeting.

Agenda and business papers for ordinary meetings

- 2.20. The general manager must cause the agenda for a meeting of the council or a committee of the council to be prepared as soon as practicable before the meeting.
- 2.21. The general manager must ensure that the agenda for an ordinary meeting of the council states:
- a) all matters to be dealt with arising out of the proceedings of previous meetings of the council, and
  - b) if the mayor is the chairperson – any matter or topic that the chairperson proposes, at the time when the agenda is prepared, to put to the meeting, and
  - c) all matters, including matters that are the subject of staff reports and reports of committees, to be considered at the meeting,
  - d) any business of which due notice has been given under clause 2.10, and
  - e) any late business under clause 2.15.
- 2.22. Nothing in clause 2.20 limits the powers of the mayor to put a mayoral minute to a meeting under clause 8.6.
- 2.23. The general manager must not include in the agenda for a meeting of the council any business of which due notice has been given if, in the opinion of the general manager, the business is, or the implementation of the business would be, unlawful. The general manager must report, without giving details of the item of business, any such exclusion to the next meeting of the council.
- 2.24. Where the agenda includes the receipt of information or discussion of other matters that, in the opinion of the general manager, is likely to take place when the meeting is closed to the public, the general manager must ensure that the agenda of the meeting:
- a) identifies the relevant item of business and indicates that it is of such a nature (without disclosing details of the information to be considered when the meeting is closed to the public), and
  - b) states the grounds under section 10A(2) of the Act relevant to the item of business.
- Note: Clause 2.23 reflects section 9(2A)(a) of the Act.*
- 2.25. The general manager must ensure that the details of any item of business which, in the opinion of the general manager, is likely to be considered when the meeting is closed to the public, are included in a business paper provided to councillors for the meeting concerned. Such details must not be included in the business papers made available to the public, and must not be disclosed by a councillor or by any other person to another person who is not authorised to have that information.

Statement of ethical obligations

- 2.26. Business papers for all ordinary and extraordinary meetings of the council and committees of the council must contain a statement reminding councillors of their oath or affirmation of office made under section 233A of the Act and their obligations under the council's code of conduct to disclose and appropriately manage conflicts of interest.

Availability of the agenda and business papers to the public

- 2.27. Copies of the agenda and the associated business papers, such as correspondence and reports for meetings of the council and committees of council, are to be published on the council's website, and must be made available to the public for inspection, or for taking away by any person free of charge at the offices of the council, at the relevant meeting and at such other venues determined by the council.

*Note: Clause 2.26 reflects section 9(2) and (4) of the Act.*

- 2.27. Clause 2.26 does not apply to the business papers for items of business that the general manager has identified under clause 2.23 as being likely to be considered when the meeting is closed to the public.

*Note: Clause 2.27 reflects section 9(2A)(b) of the Act.*

- 2.28. For the purposes of clause 2.26 copies of agendas and business papers must be published on the council's website and made available to the public at a time that is as close as possible to the time they are available to councillors.

*Note: Clause 2.28 reflects section 9(3) of the Act.*

- 2.29. A copy of an agenda, or of an associated business paper made available under clause 2.26, may in addition be given or made available in electronic form unless the council determines otherwise.

*Note: Clause 2.29 reflects section 9(5) of the Act.*

#### Agenda and business papers for extraordinary meetings

- 2.30. The general manager must ensure that the agenda for an extraordinary meeting of the council deals only with the matters stated in the notice of the meeting.
- 2.31. Nothing in clause 2.30 limits the powers of the mayor to put a mayoral minute to an extraordinary meeting without notice under clause 9.7.
- 2.32. Despite clause 2.30, business may be considered at an extraordinary meeting of the council, at which all councillors are present, even though due notice of the business has not been given, if the council resolves to deal with the business on the grounds that it is urgent and requires decision by the council before the next scheduled ordinary meeting of the Council. A resolution adopted under this clause must state the reasons for the urgency.
- 2.33. A motion moved under clause 2.32 can be moved without notice but only after the business notified in the agenda for the extraordinary meeting has been dealt with. Despite any other provision of this code, only the mover of a motion moved under clause 2.32, and the chairperson, if they are not the mover of the motion, can speak to the motion before it is put.
- 2.34. If all Councillors are not present at the extraordinary meeting, the council may only deal with business at the meeting that councillors have not been given due notice of, where a resolution is adopted in accordance with clause 2.32 and the chairperson also rules that the business is urgent and requires a decision by the council before the next scheduled ordinary meeting.
- 2.35. A motion of dissent cannot be moved against a ruling of the chairperson under clause 2.34 on whether a matter is of great urgency.

#### Prohibition of pre-meeting briefing sessions

- 2.36. Briefing sessions must not be held to brief councillors on business listed on the agenda for meetings of the council or committees of the council.

*Note: The prohibition on the holding of briefing sessions under clause 2.35 reflects the intent of Chapter 4, Part 1 of the Act which requires business of the council to be conducted openly and transparently at a formal meeting of which due notice has been given and to which the public has access. Pre-meeting briefing sessions are inconsistent with the principles of transparency, accountability and public participation and have the potential to undermine confidence in the proper and lawful decision-making processes of the council.*

- 2.37. Nothing in clause 2.35 prevents a councillor from requesting information from the general manager about a matter to be considered at a meeting, provided the information is also available to the public. Information requested under this clause must be provided in a way that does not involve any discussion of the information.

### 3. Public Forum

#### Public forum session

- 3.1. A public forum session will be held, if required, at the start of each ordinary council meeting for the purpose of hearing oral submissions from members of the public on items of business to be considered at the meeting. Public forums may also be held prior to extraordinary council meetings and meetings of committees of the council.
- 3.2. Speakers in public forum may attend by audio-visual link. Requests for public forum via audio-visual will be determined by the general manager, based on merit and an appropriate means by which any submission may be provided.

#### Items addressed in public forum

- 3.3. Speakers in public forum may address council on any item listed as an agenda item for the council meeting other than 'Items for Information'.
- 3.4. Speakers in public forum may not in their address raise matters or provide information which involves:
  - a) personnel matters concerning particular individuals,
  - b) personal hardship of any resident or ratepayer,
  - c) information that would, if disclosed, confer a commercial advantage on a person with whom council is conducting (or proposes to conduct) business,
  - d) commercial information of a confidential nature that would, if disclosed:
    - prejudice the commercial position of the person who supplied it,
    - confer a commercial advantage on a competitor of the council, or
    - reveal a trade secret,
  - e) information that would, if disclosed, prejudice the maintenance of law,
  - f) matters affecting the security of the council, councillors, council staff or council property,
  - g) advice concerning litigation or advice that would otherwise be privileged from production in legal proceedings on the grounds of legal professional privilege,
  - h) information concerning the nature and location of a place or an item of Aboriginal significance on community land, or
  - i) alleged contraventions of any code of conduct requirements applicable under section 440.
- 3.5. Speakers in public forum may not request reports from the mayor, councillors or council staff.
- 3.6. Speakers in public forum may not address matters in the minutes of an earlier council meeting.
- 3.7. Speakers in public forum may, with the approval of the general manager, use appropriate materials to support their address but may not table or distribute reports, submissions, recommendations, calls for action or similar documents for consideration by council.



Applying to speak in public forum

- 3.8. Persons wishing to speak in public forum must make application to council through the Office of the General Manager.
- 3.9. Applications must be made by completing council's 'Public forum – Request to Speak' form.
- 3.10. Applications must be lodged by 12.00 noon on the day of the ordinary council meeting.
- 3.11. Applicants will be advised by 2.00pm on the day of the ordinary council meeting of the approval or otherwise of their application.
- 3.12. A person may apply to speak on no more than 2 items of business on the agenda of the council meeting.
- 3.13. Persons seeking to represent or speak on behalf of any other person, group or entity must satisfy the council through their application that he or she has the authority to represent or speak on behalf of that person, group or entity.
- 3.14. Legal representatives acting on behalf of others are not to be permitted to speak at a public forum unless they identify their status as a legal representative when applying to speak at the public forum.
- 3.15. Applications will be determined by the general manager in consultation with the mayor and having regard to the following limitations:
  - a) no more than two speakers 'for' and two speakers 'against' a matter will be permitted,
  - b) approval will not be given for the same person and their representative to speak on the same matter,
  - c) where a matter is deferred or carried over from one meeting to the next, the limitations on speakers will apply such that speakers at the previous meeting shall be deemed to have spoken at the latter meeting,
  - d) speakers will be limited to a three (3) minute address with a possible extension of one (1) minute should a motion to that effect be moved and carried by the council,
  - e) the public forum session will close by 6.30 pm or sooner, and
  - f) persons who have spoken in relation to a motion of the council at a previous meeting may not speak in public forum on a motion to rescind that original motion, other than in relation to new material that has been brought forward since the original motion.

Speakers

- 3.16. When speaking in public forum, speakers must clearly state:
  - a) their name,
  - b) their address,
  - c) whether 'for' or 'against' the recommendation on the matter in question, and
  - d) the name of the person, persons, group or entity they represent.
- 3.17. Speakers may not direct questions to the mayor, councillors or council staff.

Councillors

- 3.18. Councillors may not use public forum for the purposes of addressing council on any matter.
- 3.19. Councillors may not direct questions to speakers in public forum.
- 3.20. Councillors may, for the purposes of correction or clarification, direct questions through the mayor to the general manager in relation to any statement made or matter raised in public forum.

- 3.21. Where an address made at a public forum raises matters that require further consideration by council staff, the general manager may recommend that the council defer consideration of the matter pending the preparation of a further report on the matters.

Conduct of persons speaking in public forum

- 3.22. The chairperson may call any member of public to order at a meeting where the person commits an act of disorder. A person commits an act of disorder if at a meeting the person:
- a) contravenes the Act or any regulation in force under the Act, this code, policies and procedures
  - b) assaults or threatens to assault a person present at the meeting,
  - c) attempts to raise a matter that has an unlawful purpose or that deals with a matter outside the jurisdiction of the council, or addresses or attempts to address the council on such a matter,
  - d) insults or makes personal reflections on or imputes improper motives to any other person,
  - e) publicly alleging breaches of the council's code of conduct or making other potentially defamatory statements.
  - f) says or does anything that is inconsistent with maintaining order at the meeting or is likely to bring the council into contempt,
  - g) shouts, or uses inappropriate language, or
  - h) interjects or otherwise disrupts the meeting.

Chairperson requirements in public forum

- 3.23. The chairperson may require the person to:
- a) apologise without reservation for an act of disorder referred to in clauses 3.22 (a) or (b),
  - b) withdraw a matter referred to in clause 3.22 (c) and, where appropriate apologise without reservation, or
  - c) retract and apologise without reservation for an act of disorder referred to in clause 3.22 (d) to (g).

Act of disorder in public forum

- 3.24. Without limiting the above, the chairperson may at any time where an act of disorder has occurred:
- a) request that the member of the public cease his/her address to the meeting of council and resume his/her seat,
  - b) adjourn the meeting for a period of not more than 15 minutes and leave the chair. The council on reassembling, must decide whether the business is to be proceeded with or not,
  - c) expel a member of the public from a council meeting on the grounds that the member is engaging in or, has at the meeting, engaged in disorderly conduct, or
  - d) if a member of the public is expelled from the meeting for failing to comply with a requirement made under clause 3.23 of this policy (i.e. call to order) or the member of the public fails to leave the meeting immediately, a police officer, or any person authorised by the chairperson for the purpose, may remove the person from the meeting using only such force as is necessary and, if necessary, restrain the person from re-entering the place where the meeting is being held.

#### 4. Coming together

##### Attendance by councillors at meetings

- 4.1. All councillors must make reasonable efforts to attend meetings of the council and of committees of the council of which they are members.

*Note: A councillor may not attend a meeting as a councillor (other than the first meeting of the council after the councillor is elected or a meeting at which the councillor takes an oath or makes an affirmation of office) until they have taken an oath or made an affirmation of office in the form prescribed under section 233A of the Act.*

- 4.2. The council may determine standards of dress for councillors when attending meetings.
- 4.3. A councillor cannot participate in a meeting of the council or of a committee of the council unless personally present at the meeting, unless permitted to attend via audio-visual link under this code.
- 4.4. Where a councillor is unable to attend one or more ordinary meetings of the council or committees of council, the councillor should submit an apology for the meetings they are unable to attend. However, the acceptance of such an apology does not constitute the granting of a leave of absence for the purposes of this code and the Act.
- 4.5. A councillor's request for leave of absence from council meetings should, if practicable, identify (by date) the meetings from which the councillor intends to be absent and the grounds upon which the leave of absence is being sought.
- 4.6. The council must act reasonably when considering whether to grant a councillor's request for a leave of absence.
- 4.7. A councillor's civic office will become vacant if the councillor is absent from three (3) consecutive ordinary meetings of the council without prior leave of the council, or leave granted by the council at any of the meetings concerned, unless the holder is absent because they have been suspended from office under the Act, or because the council has been suspended under the Act, or as a consequence of a compliance order under section 438HA.

*Note: Clause 4.7 reflects section 234(1)(d) of the Act.*

##### The quorum for a meeting

- 4.8. The quorum for a meeting of the council is a majority of the councillors of the council who hold office at that time and are not suspended from office.

*Note: Clause 4.8 reflects section 368(1) of the Act.*

- 4.9. Clause 4.8 does not apply if the quorum is required to be determined in accordance with directions of the Minister in a performance improvement order issued in respect of the council.

*Note: Clause 4.8 reflects section 368(2) of the Act.*

- 4.10. A meeting of the council must be adjourned if a quorum is not present:
- a) at the commencement of the meeting where the number of apologies received for the meeting indicates that there will not be a quorum for the meeting, or
  - b) within half an hour after the time designated for the holding of the meeting, or
  - c) at any time during the meeting.

- 4.11. In either case, the meeting must be adjourned to a time, date and place fixed:
- (a) by the chairperson, or
  - (b) in the chairperson's absence, by the majority of the councillors present, or
  - (c) failing that, by the general manager.
- 4.12. The general manager must record in the council's minutes the circumstances relating to the absence of a quorum (including the reasons for the absence of a quorum) at or arising during a meeting of the council, together with the names of the councillors present.
- 4.13. Where, prior to the commencement of a meeting, it becomes apparent that a quorum may not be present at the meeting, or that the health, safety or welfare of councillors, council staff and members of the public may be put at risk by attending the meeting because of a natural disaster or public health emergency, the mayor may, in consultation with the general manager and, as far as is practicable, with each councillor, cancel the meeting. Where a meeting is cancelled, notice of the cancellation must be published on the council's website and in such other manner that the council is satisfied is likely to bring notice of the cancellation to the attention of as many people as possible.
- 4.14. Where a meeting is cancelled under clause 4.13, the business to be considered at the meeting may instead be considered, where practicable, at the next ordinary meeting of the council or at an extraordinary meeting called under clause 2.3.

#### Meetings held by audio-visual link

- 4.15. A meeting of the council or a committee of the council may be held by audio-visual link where the mayor determines that the meeting should be held by audio-visual link because of a natural disaster or a public health emergency. The mayor may only make a determination under this clause where they are satisfied that attendance at the meeting may put the health and safety of councillors and staff at risk. The mayor must make a determination under this clause in consultation with the general manager and, as far as is practicable, with each councillor.
- 4.16. Where the mayor determines under clause 4.15 that a meeting is to be held by audio-visual link, the general manager must:
- (a) give written notice to all councillors that the meeting is to be held by audio-visual link, and
  - (b) take all reasonable steps to ensure that all councillors can participate in the meeting by audio-visual link, and
  - (c) cause a notice to be published on the council's website and in such other manner the general manager is satisfied will bring it to the attention of as many people as possible, advising that the meeting is to be held by audio-visual link and providing information about where members of the public may view the meeting.
- 4.17. This code applies to a meeting held by audio-visual link under clause 4.15 in the same way it would if the meeting was held in person.

*Note: Where a council holds a meeting by audio-visual link under clause 4.15, it is still required under section 10 of the Act to provide a physical venue for members of the public to attend in person and observe the meeting.*

#### Attendance by councillors at meetings by audio-visual link

- 4.18. Councillors may attend and participate in meetings of the council and committees of the council by audio-visual link with the approval of the council or the relevant committee, where they are prevented from attending the meeting in person because of ill-health or other medical reasons or because of unforeseen caring responsibilities.
- 4.19. Clause 4.18 does not apply to meetings at which a mayoral election is to be held.

- 4.20. A request by a councillor for approval to attend a meeting by audio-visual link must be made in writing to the general manager prior to the meeting in question and must provide reasons why the councillor will be prevented from attending the meeting in person.
- 4.21. Councillors may request approval to attend more than one meeting by audio-visual link. Where a councillor requests approval to attend more than one meeting by audio-visual link, the request must specify the meetings the request relates to in addition to the information required under clause 4.20.
- 4.22. The council must comply with the Health Privacy Principles prescribed under the *Health Records and Information Privacy Act 2002* when collecting, holding, using and disclosing health information in connection with a request by a councillor to attend a meeting by audio-visual link.
- 4.23. A councillor who has requested approval to attend a meeting of the council or a committee of the council by audio-visual link may participate in the meeting by audio-visual link until the council or committee determines whether to approve their request and is to be taken as present at the meeting. The councillor may participate in a decision in relation to their request to attend the meeting by audio-visual link.
- 4.24. A decision whether to approve a request by a councillor to attend a meeting of the council or a committee of the council by audio-visual link must be made by a resolution of the council or the committee concerned. The resolution must state:
  - a) the meetings the resolution applies to, and
- 4.25. If the council or committee refuses a councillor's request to attend a meeting by audio-visual link, their link to the meeting is to be terminated.
- 4.26. A decision whether to approve a councillor's request to attend a meeting by audio-visual link is at the council's or the relevant committee's discretion. The council and committees of the council must act reasonably when considering requests by councillors to attend meetings by audio-visual link.
- 4.27. The council and committees of the council are under no obligation to approve a councillor's request to attend a meeting by audio-visual link where the technical capacity does not exist to allow the councillor to attend the meeting by these means.
- 4.28. The council and committees of the council may refuse a councillor's request to attend a meeting by audio-visual link where the council or committee is satisfied that the councillor has failed to appropriately declare and manage conflicts of interest, observe confidentiality or to comply with this code on one or more previous occasions they have attended a meeting of the council or a committee of the council by audio-visual link.
- 4.29. This code applies to a councillor attending a meeting by audio-visual link in the same way it would if the councillor was attending the meeting in person. Where a councillor is permitted to attend a meeting by audio-visual link under this code, they are to be taken as attending the meeting in person for the purposes of the code and will have the same voting rights as if they were attending the meeting in person.
- 4.30. A councillor must give their full attention to the business and proceedings of the meeting when attending a meeting by audio-visual link. The councillor's camera must be on at all times during the meeting except as may be otherwise provided for under this code.
- 4.31. A councillor must be appropriately dressed when attending a meeting by audio-visual link and must ensure that no items are within sight of the meeting that are inconsistent with the maintenance of order at the meeting or that are likely to bring the council or the committee into disrepute.

Entitlement of the public to attend council meetings

- 4.32. Everyone is entitled to attend a meeting of the council and committees of the council. The council must ensure that all meetings of the council and committees of the council are open to the public.  
*Note: Clause 4.32 reflects section 10(1) of the Act.*
- 4.33. If required for reasons of public health, the public may be required to attend in limited numbers or only be permitted to attend via livestreaming of the meeting rather than in person.
- 4.34. Clause 4.32 does not apply to parts of meetings that have been closed to the public under section 10A of the Act.
- 4.35. A person (whether a councillor or another person) is not entitled to be present at a meeting of the council or a committee of the council if expelled from the meeting:
- a) by a resolution of the meeting, or
  - b) by the person presiding at the meeting if the council has, by resolution, authorised the person presiding to exercise the power of expulsion.
- Note: Clause 4.35 reflects section 10(2) of the Act.*
- 4.36. On the adoption of this code and at the commencement of each council term, the council must determine whether to authorise the person presiding at a meeting to exercise a power of expulsion.  
*Note: If adopted, clauses 14.14 and 14.15 confer a standing authorisation on all chairpersons of meetings of the council and committees of the council to expel persons from meetings. If adopted, clause 14.14 authorises chairpersons to expel any person, including a councillor, from a council or committee meeting. Alternatively, if adopted, clause 14.16 authorises chair persons to expel persons other than councillors from council or committee meetings.*

Livestreaming of meetings

- 4.37. Each meeting of the council or a committee of the council is to be recorded by means of an audio or audio-visual device
- 4.38. At the start of each meeting of the council or a committee of the council, the chairperson must inform the persons attending the meeting that:
- a) the meeting is being recorded and made publicly available on the council's website and social media, and
  - b) persons attending the meeting should refrain from making any defamatory statements.
- 4.39. The recording of a meeting is to be made publicly available on the council's website:
- (a) at the same time as the meeting is taking place, or
  - (b) as soon as practicable after the meeting
- 4.40. A recording of each meeting of the council and committee of the council is to be retained on the council's website for at least twelve (12) months after the date of the meeting or for the balance of the council's term, whichever is the longer period. Recordings of meetings may be disposed of in accordance with the *State Records Act 1998*.
- 4.41. Clauses 4.39 and 4.40 do not apply to parts of a meeting that have been closed to the public under section 10A of the Act.  
*Note: Clauses 4.37-4.31 reflect section 236 of the Regulation*
- 4.42. Recordings of meetings may be disposed of in accordance with the State Records Act 1998.

Attendance of the general manager and other staff at meetings

- 4.43. The general manager is entitled to attend, but not to vote at, a meeting of the council or a meeting of a committee of the council of which all of the members are councillors.

*Note: Clause 4.42 reflects section 376(1) of the Act.*

- 4.44. The general manager is entitled to attend a meeting of any other committee of the council and may, if a member of the committee, exercise a vote.

*Note: Clause 4.38 reflects section 376(2) of the Act.*

- 4.45. The general manager may be excluded from a meeting of the council or a committee while the council or committee deals with a matter relating to the standard of performance of the general manager or the terms of employment of the general manager.

*Note: Clause 4.44 reflects section 376(3) of the Act.*

- 4.46. The attendance of other council staff at a meeting, (other than as members of the public) shall be with the approval of the general manager.

- 4.47. The general manager and other council staff may attend meetings of the council and committees of the council by audio-visual-link. Attendance by council staff at meetings by audio-visual link (other than as members of the public) shall be with the approval of the general manager.

## 5. The Chairperson

The chairperson at meetings

- 5.1. The mayor, or at the request of or in the absence of the mayor, the deputy mayor (if any) presides at meetings of the council.

*Note: Clause 5.1 reflects section 369(1) of the Act.*

- 5.2. If the mayor and the deputy mayor (if any) are absent, a councillor elected to chair the meeting by the councillors present presides at a meeting of the council.

*Note: Clause 5.2 reflects section 369(2) of the Act.*

Election of the chairperson in the absence of the mayor and deputy mayor

- 5.3. If no chairperson is present at a meeting of the council at the time designated for the holding of the meeting, the first business of the meeting must be the election of a chairperson to preside at the meeting.

- 5.4. The election of a chairperson must be conducted:

- a) by the general manager or, in their absence, an employee of the council designated by the general manager to conduct the election, or
- b) by the person who called the meeting or a person acting on their behalf if neither the general manager nor a designated employee is present at the meeting, or if there is no general manager or designated employee.

- 5.5. If, at an election of a chairperson, two (2) or more candidates receive the same number of votes and no other candidate receives a greater number of votes, the chairperson is to be the candidate whose name is chosen by lot.

- 5.6. For the purposes of clause 6.5, the person conducting the election must:

- (a) arrange for the names of the candidates who have equal numbers of votes to be written on similar slips, and
- (b) then fold the slips so as to prevent the names from being seen, mix the slips and draw one of the slips at random.

- 5.7. The candidate whose name is on the drawn slip is the candidate who is to be the chairperson.
- 5.8. Any election conducted under clause 5.3, and the outcome of the vote, are to be recorded in the minutes of the meeting.

#### Chairperson to have precedence

- 5.9. When the chairperson rises or speaks during a meeting of the council:
  - a) any councillor then speaking or seeking to speak must cease speaking and, if standing, immediately resume their seat, and
  - b) every councillor present must be silent to enable the chairperson to be heard without interruption.

### **6. Modes of Address**

- 6.1. Where physically able, councillors and staff should stand when the mayor enters the chamber when addressing the meeting.
- 6.2. If the chairperson is the mayor, they are to be addressed as 'Mr Mayor', 'Madam Mayor' or 'Mayor [surname]'.
- 6.3. If the chairperson is the Deputy Mayor, they are to be addressed as 'Mr Deputy Mayor' or 'Madam Deputy Mayor' or 'Deputy Mayor'.
- 6.4. Where the chairperson is not the mayor, they are to be addressed as 'Mr Chairperson' or 'Madam Chairperson'.
- 6.5. A councillor is to be addressed as 'Councillor [surname]'.
- 6.6. A council officer is to be addressed by their official designation or as Mr/Ms [surname].

### **7. Order of Business for Ordinary Council Meetings**

- 7.1. At a meeting of the council, the general order of business is as fixed by resolution of council.
- 7.2. The general order of business for an ordinary meeting of the council shall be:
  - Invocation
  - Acknowledgement of Country
  - Apologies, Leave of Absence and Remote Attendance
  - Declarations of Interest
  - Confirmation of Minutes of Previous Meeting
  - Business Arising from Minutes
  - Withdrawal of Items and Acceptance of Late Items of Business
  - Mayoral Minute(s)
  - Office of the General Manager reports
  - City Planning reports
  - City Services reports
  - Customer and Digital Services
  - People and Performance reports
  - Finance
  - Items for Information
  - Notice of Motion/Rescission
  - Questions with Notice
  - Urgent Business
  - Committee of the Whole
  - Committee of the Whole Recommendations
  - Closure



For all extraordinary meetings of Council the general order of business shall be:

- Invocation
- Acknowledgement of Country
- Apologies, Leave of Absence and Remote Attendance
- Declarations of Interest
- Office of the General Manager reports
- City Planning reports
- City Services reports
- Customer and Digital Services
- People and Performance reports
- Finance
- Committee of the Whole
- Committee of the Whole Recommendations
- Closure

- 7.3. The order of business as fixed under clause 7.1 may be altered for a particular meeting of the council if a motion to that effect is passed at that meeting. Such a motion can be moved without notice.

*Note: If adopted, Part 12 allows council to deal with items of business by exception.*

- 7.4. Despite any other provision of this code, only the mover of a motion referred to in clause 7.3 and the chairperson, if they are not the mover of a motion, can speak to the motion before it is put.

## **8. Consideration of Business at Council Meetings**

### Business that can be dealt with at a council meeting

- 8.1. The council must not consider business at a meeting of the council:
- (a) unless a councillor has given notice of the business, as required by clause 2.10, and
  - (b) unless notice of the business has been sent to the councillors in accordance with clause 2.7 in the case of an ordinary meeting or clause 2.9 in the case of an extraordinary meeting called in an emergency.
- 8.2. Clause 8.1 does not apply to the consideration of business at a meeting, if the business:
- (a) is already before, or directly relates to, a matter that is already before the council, or
  - (b) is the election of a chairperson to preside at the meeting, or
  - (c) subject to clause 8.10, is a matter or topic put to the meeting by way of a mayoral minute, or
  - (d) is a motion for the adoption of recommendations of a committee of the council
- 8.3. Despite clause 8.1, business may be considered at a meeting of the council even though due notice of the business has not been given to the councillors if:
- (a) a motion is passed to have the business considered at the meeting, and
  - (b) the business to be considered is ruled by the chairperson to be of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.
- 8.4. A motion moved under clause 8.3(a) can be moved without notice. Despite any other provision of this code, only the mover of a motion referred to in clause 8.3 and the chairperson, if they are not the mover of the motion, can speak to the motion before it is put.

- 8.5. If all councillors are not present at a meeting, the council may only deal with business at the meeting that councillors have not been given due notice of, where a resolution is adopted in accordance with clause 8.3, and the chairperson also rules that the business is urgent and requires a decision by the council before the next scheduled ordinary meeting.
- 8.6. A motion of dissent cannot be moved against a ruling by the chairperson under clause 8.4.

#### Mayoral minutes

- 8.7. The Mayor may, by minute signed by the mayor, put to the meeting without notice any matter or topic that the mayor determines should be considered at the meeting.
- 8.8. A mayoral minute, when put to a meeting, takes precedence over all business on the council's agenda for the meeting. The Mayor may move the adoption of a mayoral minute without the motion being seconded.
- 8.9. A recommendation made in a mayoral minute put by the mayor is, so far as it is adopted by the council, a resolution of the council.
- 8.10. A mayoral minute must not be used to put without notice matters that are routine and not urgent, or matters for which proper notice should be given because of their complexity. For the purpose of this clause, a matter will be urgent where it requires a decision by the council before the next scheduled ordinary meeting of the council.
- 8.11. Where a mayoral minute makes a recommendation which, if adopted, would require the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan, it must identify the source of funding for the expenditure that is the subject of the recommendation. If the mayoral minute does not identify a funding source, the council must defer consideration of the matter, pending a report from the general manager on the availability of funds for implementing the recommendation if adopted.

#### Staff reports

- 8.12. A recommendation made in a staff report is, so far as it is adopted by the council, a resolution of the council.

#### Reports of committees of council

- 8.13. The recommendations of a committee of the council are, so far as they are adopted by the council, resolutions of the council.
- 8.14. If in a report of a committee of the council distinct recommendations are made, the council may make separate decisions on each recommendation.

#### Questions

- 8.15. A question must not be asked at a meeting of the council unless it concerns a matter on the agenda of the meeting or notice has been given of the question in accordance with clauses 2.10 and 2.16, unless the council determines otherwise in accordance with this code.
- 8.16. A councillor may, through the chairperson, put a question to another councillor about a matter on the agenda.
- 8.17. A councillor may, through the general manager, put a question to a council employee about a matter on the agenda. The general manager may request another council employee to answer the question.
- 8.18. A councillor or council employee to whom a question is put is entitled to be given reasonable notice of the question and, in particular, sufficient notice to enable reference to be made to other persons or to documents. Where a councillor or council employee to whom a question is put is

unable to respond to the question at the meeting at which it is put, they may take it on notice and report the response to the next meeting of the council.

- 8.19. Councillors must put questions directly, succinctly, respectfully and without argument.
- 8.20. The chairperson must not permit discussion on any reply to, or refusal to reply to, a question put to a councillor or council employee.

## **9. Rules of Debate**

### Motions to be seconded

- 9.1. Unless otherwise specified in this code, a motion or an amendment cannot be debated unless or until it has been seconded.

### Notices of Motion

- 9.2. A councillor who has submitted a notice of motion under clause 2.11 is to move the motion the subject of the notice of motion at the meeting at which it is to be considered.
- 9.3. If a councillor who has submitted a notice of motion under clause 2.11 wishes to withdraw it, they may request to withdraw it at any time. If the notice of motion is withdrawn after the agenda and business paper for the meeting at which it is to be considered have been sent to councillors, the chairperson is to note the withdrawal of the notice of motion at the meeting unless the council determines to consider the notice of motion at the meeting.
- 9.4. In the absence of a councillor who has placed a notice of motion on the agenda for a meeting of the council:
  - (a) any other councillor may, with the leave of the chairperson, move the motion at the meeting, or
  - (b) the chairperson may defer consideration of the motion until the next meeting of the council.

### Chairperson's duties with respect to motions

- 9.5. It is the duty of the chairperson at a meeting of the council to receive and put to the meeting any lawful motion that is brought before the meeting.
- 9.6. The chairperson must rule out of order any motion or amendment to a motion that is unlawful or the implementation of which would be unlawful.
- 9.7. Before ruling out of order a motion or an amendment to a motion under clause 9.6, the chairperson is to give the mover an opportunity to clarify or amend the motion or amendment.
- 9.8. Any motion, amendment or other matter that the chairperson has ruled out of order is taken to have been lost.

### Motions requiring the expenditure of funds

- 9.9. A motion or an amendment to a motion which if passed would require the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan must identify the source of funding for the expenditure that is the subject of the motion. If the motion does not identify a funding source, the council must defer consideration of the matter, pending a report from the general manager on the availability of funds for implementing the motion if adopted.

Amendments to motions

- 9.10. An amendment to a motion must be moved and seconded before it can be debated.
- 9.11. An amendment to a motion must relate to the matter being dealt with in the original motion before the council and must not be a direct negative of the original motion. An amendment to a motion which does not relate to the matter being dealt with in the original motion, or which is a direct negative of the original motion, must be ruled out of order by the chairperson.
- 9.12. The mover of an amendment is to be given the opportunity to explain any uncertainties in the proposed amendment before a seconder is called for
- 9.13. If an amendment has been lost, a further amendment can be moved to the motion to which the lost amendment was moved, and so on, but no more than one (1) motion and one (1) proposed amendment can be before council at any one time.
- 9.14. While an amendment is being considered, debate must only occur in relation to the amendment and not the original motion. Debate on the original motion is to be suspended while the amendment to the original motion is being debated.
- 9.15. If the amendment is carried, it becomes the motion and is to be debated. If the amendment is lost, debate is to resume on the original motion.
- 9.16. An amendment may become the motion without debate or a vote where it is accepted by the councillor who moved the original motion.

Limitations on the number and duration of speeches

- 9.17. A councillor who, during a debate at a meeting of the council, moves an original motion, has the right to speak on each amendment to the motion and a right of general reply to all observations that are made during the debate in relation to the motion, and any amendment to it at the conclusion of the debate before the motion (whether amended or not) is finally put.
- 9.18. A councillor, other than the mover of an original motion, has the right to speak once on the motion and once on each amendment to it.
- 9.19. A councillor must not, without the consent of the council, speak more than once on a motion or an amendment, or for longer than five (5) minutes at any one time.
- 9.20. Despite clause 9.19, the chairperson may permit a councillor who claims to have been misrepresented or misunderstood to speak more than once on a motion or an amendment, and for longer than five (5) minutes on that motion or amendment to enable the councillor to make a statement limited to explaining the misrepresentation or misunderstanding.
- 9.21. Despite clauses 9.17 and 9.18, a councillor may move that a motion or an amendment be now put:
  - (a) if the mover of the motion or amendment has spoken in favour of it and no councillor expresses an intention to speak against it, or
  - (b) if at least two (2) councillors have spoken in favour of the motion or amendment and at least two (2) councillors have spoken against it.
- 9.22. The chairperson must immediately put to the vote, without debate, a motion moved under clause 9.21. A seconder is not required for such a motion.
- 9.23. If a motion that the original motion or an amendment be now put is passed, the chairperson must, without further debate, put the original motion or amendment to the vote immediately after the mover of the original motion has exercised their right of reply under clause 9.17.
- 9.24. If a motion that the original motion or an amendment be now put is lost, the chairperson must allow the debate on the original motion or the amendment to be resumed.
- 9.25. All councillors must be heard without interruption and all other councillors must, unless otherwise permitted under this code, remain silent while another councillor is speaking.

- 9.26. Once the debate on a matter has concluded and a matter has been dealt with, the chairperson must not allow further debate on the matter.
- 9.27. Clause 9.26 does not prevent a further motion from being moved on the same of business where the original motion is lost provided the motion is not substantially the same as the one that is lost.

## 10. Voting

### Voting entitlements of councillors

- 10.1. Each councillor is entitled to one (1) vote.  
*Note: Clause 10.1 reflects section 370(1) of the Act.*
- 10.2. The person presiding at a meeting of the council has, in the event of an equality of votes, a second or casting vote.  
*Note: Clause 10.2 reflects section 370(2) of the Act.*
- 10.3. Where the chairperson declines to exercise, or fails to exercise, their second or casting vote, in the event of an equality of votes, the motion being voted upon is lost.

### Voting at council meetings

- 10.4. A councillor who is present at a meeting of the council but who fails to vote on a motion put to the meeting is taken to have voted against the motion.
- 10.5. If a councillor who has voted against a motion put at a council meeting so requests, the general manager must ensure that the councillor's dissenting vote is recorded in the council's minutes.
- 10.6. The decision of the chairperson as to the result of a vote is final unless the decision is immediately challenged and not fewer than two (2) councillors rise and call for a division.
- 10.7. When a division on a motion is called, the chairperson must ensure that the division takes place immediately. The general manager must ensure that the names of those who vote for the motion and those who vote against it are recorded in the council's minutes for the meeting.
- 10.8. When a division on a motion is called, any councillor who fails to vote will be recorded as having voted against the motion in accordance with clause 10.4 of this code.
- 10.9. Voting at a meeting, including voting in an election at a meeting, is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system). However, the council may resolve that the voting in any election by councillors for mayor or deputy mayor is to be by secret ballot.
- 10.10. All voting at council meetings, (including meetings that are closed to the public), must be recorded in the minutes of meetings with the names of councillors who voted for and against each motion or amendment, (including the use of the casting vote), being recorded. The mayor may, at his/her discretion, state the names of councillors who voted for and against each motion or amendment as the matter is resolved.

### Voting on planning decisions

- 10.11. The council or a council committee must not make a final planning decision without receiving a staff report containing an assessment and recommendation in relation to the matter put before the council for a decision.
- 10.12. Where the council or a council committee makes a planning decision that is inconsistent with the recommendation made in a staff report, it must provide reasons for its decision and why it did not adopt the staff recommendation.

- 10.13. The general manager must keep a register containing, for each planning decision made at a meeting of the council or a council committee (including, but not limited to a committee of the council), the names of the councillors who supported the decision and the names of any councillors who opposed (or are taken to have opposed) the decision.
- 10.14. For the purpose of maintaining the register, a division is taken to have been called whenever a motion for a planning decision is put at a meeting of the council or a council committee.
- 10.15. Each decision recorded in the register is to be described in the register or identified in a manner that enables the description to be obtained from another publicly available document.
- 10.16. Clauses 10.13–10.15 apply also to meetings that are closed to the public.

*Note: Clauses 10.13–10.16 reflect section 375A of the Act.*

## **11. Committee of the Whole**

- 11.1. The council may resolve itself into a committee to consider any matter before the council.  
*Note: Clause 11.1 reflects section 373 of the Act.*
- 11.2. All the provisions of this code relating to meetings of the council, so far as they are applicable, extend to and govern the proceedings of the council when in committee of the whole, except the provisions limiting the number and duration of speeches and encouraging councillors and staff to stand when addressing the meeting.  
*Note: Clauses 9.17–9.28 limit the number and duration of speeches.*
- 11.3. The general manager or, in the absence of the general manager, an employee of the council designated by the general manager, is responsible for reporting to the council the proceedings of the committee of the whole. It is not necessary to report the proceedings in full but any recommendations of the committee must be reported.
- 11.4. The council must ensure that a report of the proceedings (including any recommendations of the committee) is recorded in the council's minutes. However, the council is not taken to have adopted the report until a motion for adoption has been made and passed.

## **12. Dealing with items by exception**

- 12.1. The council or a committee of council may, at any time, resolve to adopt multiple items of business on the agenda together by way of a single resolution where it considers it necessary to expedite the consideration of business at a meeting.
- 12.2. Before the council or committee resolves to adopt multiple items of business on the agenda together under clause 12.1, the chairperson must list the items of business to be adopted and ask councillors to identify any individual items of business listed by the chairperson that they intend to vote against the recommendation made in the business paper or that they wish to speak on.
- 12.3. The council or committee must not resolve to adopt any item of business under clause 12.1 that a councillor has identified as being one they intend to vote against the recommendation made in the business paper or to speak on.
- 12.4. Where the consideration of multiple items of business together under clause 12.1 involves a variation to the order of business for the meeting, the council or committee must resolve to alter the order of business in accordance with clause 7.2.
- 12.5. A motion to adopt multiple items of business together under clause 12.1 must identify each of the items of business to be adopted and state that they are to be adopted as recommended in the business paper.
- 12.6. Items of business adopted under clause 12.1 are to be taken to have been adopted unanimously.
- 12.7. Councillors must ensure that they declare and manage any conflicts of interest they may have in relation to items of business considered together under clause 12.1 in accordance with the requirements of the council's code of conduct.

### 13. Closure of Council Meetings to the public

#### Grounds on which meetings can be closed to the public

- 13.1. The council or a committee of the council may close to the public so much of its meeting as comprises the discussion or the receipt of any of the following types of matters:
- (a) personnel matters concerning particular individuals (other than councillors),
  - (b) the personal hardship of any resident or ratepayer,
  - (c) information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business,
  - (d) commercial information of a confidential nature that would, if disclosed:
    - (i) prejudice the commercial position of the person who supplied it, or
    - (ii) confer a commercial advantage on a competitor of the council, or
    - (iii) reveal a trade secret,
  - (e) information that would, if disclosed, prejudice the maintenance of law,
  - (f) matters affecting the security of the council, councillors, council staff or council property,
  - (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege,
  - (h) information concerning the nature and location of a place or an item of Aboriginal significance on community land,
  - (i) alleged contraventions of the council's code of conduct.

*Note: Clause 13.1 reflects section 10A(1) and (2) of the Act.*

- 13.2. The council or a committee of the council may also close to the public so much of its meeting as comprises a motion to close another part of the meeting to the public.

*Note: Clause 13.2 reflects section 10A(3) of the Act.*

#### Matters to be considered when closing meetings to the public

- 13.3. A meeting is not to remain closed during the discussion of anything referred to in clause 13.1:

- (a) except for so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security, and
- (b) if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret – unless the council or committee concerned is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

*Note: Clause 13.3 reflects section 10B(1) of the Act.*

- 13.4. A meeting is not to be closed during the receipt and consideration of information or advice referred to in clause 13.1(g) unless the advice concerns legal matters that:

- (a) are substantial issues relating to a matter in which the council or committee is involved, and
- (b) are clearly identified in the advice, and
- (c) are fully discussed in that advice.

*Note: Clause 13.4 reflects section 10B(2) of the Act.*

- 13.5. If a meeting is closed during the discussion of a motion to close another part of the meeting to the public (as referred to in clause 13.2), the consideration of the motion must not include any consideration of the matter or information to be discussed in that other part of the meeting other than consideration of whether the matter concerned is a matter referred to in clause 13.1.

*Note: Clause 13.5 reflects section 10B(3) of the Act.*

- 13.6. For the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:
- (a) a person may misinterpret or misunderstand the discussion, or
  - (b) the discussion of the matter may:
    - (i) cause embarrassment to the council or committee concerned, or to councillors or to employees of the council, or
    - (ii) cause a loss of confidence in the council or committee.

*Note: Clause 13.6 reflects section 10B(4) of the Act.*

- 13.7. In deciding whether part of a meeting is to be closed to the public, the council or committee concerned must consider any relevant guidelines issued by the Chief Executive of the Office of Local Government.

*Note: Clause 13.7 reflects section 10B(5) of the Act.*

Notice of likelihood of closure not required in urgent cases

- 13.8. Part of a meeting of the council, or of a committee of the council, may be closed to the public while the council or committee considers a matter that has not been identified in the agenda for the meeting under clause 2.24 as a matter that is likely to be considered when the meeting is closed, but only if:
- (a) it becomes apparent during the discussion of a particular matter that the matter is a matter referred to in clause 13.1, and
  - (b) the council or committee, after considering any representations made under clause 13.9, resolves that further discussion of the matter:
    - (i) should not be deferred (because of the urgency of the matter), and
    - (ii) should take place in a part of the meeting that is closed to the public.

*Note: Clause 13.8 reflects section 10C of the Act.*

Representations by members of the public

- 13.9. The council, or a committee of the council, may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed.
- Note: Clause 13.9 reflects section 10A(4) of the Act.*
- 13.10. A representation under clause 13.9 is to be made after the motion to close the part of the meeting is moved and seconded.
- 13.11. Despite clauses 13.9 and 13.10, the council may resolve to close the meeting to the public in accordance with this Part to hear a representation from a member of the public as to whether the meeting should be closed to consider an item of business where the representation involves the disclosure of information relating to a matter referred to in clause 13.1
- 13.12. Where the matter has been identified in the agenda of the meeting under clause 2.21 as a matter that is likely to be considered when the meeting is closed to the public, in order to make representations under clause 13.9, members of the public must first make an application to the council in the approved form. Applications must be received by 12.00 noon on the day of the meeting at which the matter is to be considered.
- 13.13. The general manager (or their delegate) may refuse an application made under clause 13.12. The general manager or their delegate must give reasons in writing for a decision to refuse an application.
- 13.14. No more than three (3) speakers are to be permitted to make representations under clause 13.9.



- 13.15. If more than the permitted number of speakers apply to make representations under clause 13.9, the general manager or their delegate may request the speakers to nominate from among themselves the persons who are to make representations to the council. If the speakers are not able to agree on whom to nominate to make representations under clause 13.9, the general manager or their delegate is to determine who will make representations to the council.
- 13.16. The general manager (or their delegate) is to determine the order of speakers.
- 13.17. Where the council or a committee of the council proposes to close a meeting or part of a meeting to the public in circumstances where the matter has not been identified in the agenda for the meeting under clause 2.23 as a matter that is likely to be considered when the meeting is closed to the public, the chairperson is to invite representations from the public under clause 13.9 after the motion to close the part of the meeting is moved and seconded. The chairperson is to permit no more than three (3) speakers to make representations in such order as determined by the chairperson.
- 13.18. Each speaker will be allowed three (3) minutes to make representations, and this time limit is to be strictly enforced by the chairperson. Speakers must confine their representations to whether the meeting should be closed to the public. If a speaker digresses to irrelevant matters, the chairperson is to direct the speaker not to do so. If a speaker fails to observe a direction from the chairperson, the speaker will not be further heard.

Expulsion of non-councillors from meetings closed to the public

- 13.19. If a meeting or part of a meeting of the council or a committee of the council is closed to the public in accordance with section 10A of the Act and this code, any person who is not a councillor and who fails to leave the meeting when requested, may be expelled from the meeting as provided by section 10(2)(a) or (b) of the Act
- 13.20. If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary restrain that person from re-entering that place for the remainder of the meeting.

Obligations of councillors attending meetings by audio-visual link

- 13.21. Councillors attending a meeting by audio-visual link must ensure that no other person is within sight or hearing of the meeting at any time that the meeting is closed to the public under section 10A of the Act.
- 13.22. Councillors must ensure that the audio and visual quality of the remote attendance is clear and significant technical interruptions may result in the Councillor being unable to participate in moving, debating or voting on motions. In this instance the Councillor will be shown as absent for the item.

Information to be disclosed in resolutions closing meetings to the public

- 13.23. The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting. The grounds must specify the following:
  - (a) the relevant provision of section 10A(2) of the Act,
  - (b) the matter that is to be discussed during the closed part of the meeting,
  - (c) the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in an open meeting would be, on balance, contrary to the public interest.

*Note: Clause 13.23 reflects section 10D of the Act.*

Resolutions passed at closed meetings to be made public

- 13.24. If the council passes a resolution during a meeting, or a part of a meeting, that is closed to the public, the chairperson must make the resolution public as soon as practicable after the meeting, or the relevant part of the meeting, has ended, and the resolution must be recorded in the publicly available minutes of the meeting.
- 13.25. Resolutions passed during a meeting, or a part of a meeting, that is closed to the public must be made public by the chairperson under clause 13.24 during a part of the meeting that is livestreamed where practicable.
- 13.26. The general manager must cause business papers for items of business considered during a meeting, or part of a meeting, that is closed to public, to be published on the council's website as soon as practicable after the information contained in the business papers ceases to be confidential.
- 13.27. The general manager must consult with the council and any other affected persons before publishing information on the council's website under clause 13.26 and provide reasons for why the information has ceased to be confidential.

**14. Keeping Order at Meetings**Points of order

- 14.1 A councillor may draw the attention of the chairperson to an alleged breach of this code by raising a point of order. A point of order does not require a seconder.
- 14.2 A point of order must be taken immediately it is raised. The chairperson must suspend the business before the meeting and permit the councillor raising the point of order to state the provision of this code they believe has been breached. The chairperson must then rule on the point of order – either by upholding it or by overruling it.

Questions of order

- 14.3 The chairperson, without the intervention of any other councillor, may call any councillor to order whenever, in the opinion of the chairperson, it is necessary to do so.
- 14.4 A councillor who claims that another councillor has committed an act of disorder, or is out of order, may call the attention of the chairperson to the matter.
- 14.5 The chairperson must rule on a question of order immediately after it is raised but, before doing so, may invite the opinion of the council.
- 14.6 The chairperson's ruling must be obeyed unless a motion dissenting from the ruling is passed.

Motions of dissent

- 14.7 A councillor can, without notice, move to dissent from a ruling of the chairperson on a point of order or a question of order. If that happens, the chairperson must suspend the business before the meeting until a decision is made on the motion of dissent.
- 14.8 If a motion of dissent is passed, the chairperson must proceed with the suspended business as though the ruling dissented from had not been given. If, as a result of the ruling, any motion or business has been rejected as out of order, the chairperson must restore the motion or business to the agenda and proceed with it in due course.
- 14.9 Despite any other provision of this code, only the mover of a motion of dissent and the chairperson can speak to the motion before it is put. The mover of the motion does not have a right of general reply.

Acts of Disorder

14.10 A councillor commits an act of disorder if the councillor, at a meeting of the council or a committee of the council:

- (a) contravenes the Act , the Regulation or this code, or
- (b) assaults or threatens to assault another councillor or person present at the meeting, or
- (c) moves or attempts to move a motion or an amendment that has an unlawful purpose or that deals with a matter that is outside the jurisdiction of the council or the committee, or addresses or attempts to address the council or the committee on such a motion, amendment or matter, or
- (d) uses offensive or disorderly words, or
- (e) makes gestures or otherwise behaves in a way that is sexist, racist, homophobic or otherwise discriminatory, or, if the behaviour occurred in the Legislative Assembly, would be considered disorderly, or
- (f) imputes improper motives to or unfavourably personally reflects upon any other council official, or a person present at the meeting or alleges a breach of the council's code of conduct except by a motion, or
- (g) says or does anything that is inconsistent with maintaining order at the meeting or is likely to bring the council or the committee into disrepute.

*Note: Clause 14.11 reflects section 182 of the Regulation*

14.11 The chairperson may require a councillor:

- (a) to apologise without reservation for an act of disorder referred to in clauses 14.11(a), (b), (d), (e) or (g) or
- (b) to withdraw a motion or an amendment referred to in clause 14.11(c) and, where appropriate, to apologise without reservation, or
- (c) to retract and apologise without reservation for an act of disorder referred to in clauses 14.11(d), (e), (f) or (g).

14.12 A failure to comply with a requirement under clause 15.11 constitutes a fresh act of disorder for the purposes of clause 14.10.

14.13 Where a councillor fails to take action in response to a requirement by the chairperson to remedy an act of disorder under clause 14.11 at the meeting at which the act of disorder occurred, the chairperson may require the councillor to take that action at each subsequent meeting until such time as the councillor complies with the requirement. If the councillor fails to remedy the act of disorder at a subsequent meeting, they may be expelled from the meeting under clause 14.18.

How disorder at a meeting may be dealt with

14.14 If disorder occurs at a meeting of the council, the chairperson may adjourn the meeting for a period of not more than fifteen (15) minutes and leave the chair. The council, on reassembling, must, on a question put from the chairperson, decide without debate whether the business is to be proceeded with or not. This clause applies to disorder arising from the conduct of members of the public as well as disorder arising from the conduct of councillors.

Expulsion from meetings

14.15 All chairpersons of meetings of the council and committees of the council are authorised under this code to expel any person other than a councillor, from a council or committee meeting, for the purposes of section 10(2)(b) of the Act.

14.16 Clause 14.14 does not limit the ability of the council or a committee of the council to resolve to expel a person, including a councillor, from a council or committee meeting, under section 10(2)(a) of the Act.

- 14.17 A councillor may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the council for having failed to comply with a requirement under clause 14.11. The expulsion of a councillor from the meeting for that reason does not prevent any other action from being taken against the councillor for the act of disorder concerned.
- 14.18 A member of the public may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the council for engaging in or having engaged in disorderly conduct at the meeting.
- 14.19 Members of the public attending a meeting of the council:
- (a) must remain silent during the meeting unless invited by the chairperson to speak,
  - (b) must not bring flags, signs or protest symbols to the meeting, and
  - (c) must not disrupt the meeting.
- 14.20 Without limiting clause 14.18, a contravention of clause 14.19 or an attempt to contravene that clause, constitutes disorderly conduct for the purposes of clause 14.18. Members of the public may, as provided by section 10(2) of the Act, be expelled from a meeting for a breach of clause 15.20.
- 14.21 Where a councillor or a member of the public is expelled from a meeting, the expulsion and the name of the person expelled, if known, are to be recorded in the minutes of the meeting.
- 14.22 If a councillor or a member of the public fails to leave the place where a meeting of the council is being held immediately after they have been expelled, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the councillor or member of the public from that place and, if necessary, restrain the councillor or member of the public from re-entering that place for the remainder of the meeting.

How disorder by councillors attending meetings by audio-visual link may be dealt with

- 14.20 Where a councillor is attending a meeting by audio-visual link, the chairperson or a person authorised by the chairperson may mute the councillor's audio link to the meeting for the purposes of enforcing compliance with this code.
- 14.21 If a councillor attending a meeting by audio-visual link is expelled from a meeting for an act of disorder, the chairperson of the meeting or a person authorised by the chairperson, may terminate the councillor's audio-visual link to the meeting.

Use of mobile phone and the unauthorised recording of meetings

- 14.22 Councillors, council staff and members of the public must ensure that mobile phones are turned to silent during meetings of the council and committees of the council.
- 14.23 A person must not live stream or use an audio recorder, video camera, mobile phone, or any other device to make a recording of the proceedings of a meeting of the council or a committee of the council without the prior authorisation of the council or the committee.
- 14.24 Any person who contravenes or attempts to contravene clause 14.23, may be expelled from the meeting as provided for under section 10(2) of the Act.

- 14.25 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary, restrain that person from re-entering that place for the remainder of the meeting.

### 15. Conflicts of Interest

- 15.1. All councillors and, where applicable, all other persons, must declare and manage any conflicts of interest they may have in matters being considered at meetings of the council and committees of the council in accordance with the council's code of conduct. All declarations of conflicts of interest and how the conflict of interest was managed by the person who made the declaration must be recorded in the minutes of the meeting at which the declaration was made.
- 15.2. Councillors attending a meeting by audio-visual link must declare and manage any conflicts of interest they may have in matters being considered at the meeting in accordance with the council's code of conduct. Where a councillor has declared a pecuniary or significant non-pecuniary conflict of interest in a matter being discussed at the meeting, the councillor's audio-visual link to the meeting must be suspended or terminated and the councillor must not be in sight or hearing of the meeting at any time during which the matter is being considered or discussed by the council or committee, or at any time during which the council or committee is voting on the matter.

### 16. Decisions of the Council

- 16.1. A decision supported by a majority of the votes at a meeting of the council at which a quorum is present is a decision of the council.

*Note: Clause 16.1 reflects section 371 of the Act.*

- 16.2. Decisions made by the council must be accurately recorded in the minutes of the meeting at which the decision is made.

#### Rescinding or altering council decisions

- 16.3. A resolution passed by the council may not be altered or rescinded except by a motion to that effect of which notice has been given under clause 2.11.

*Note: Clause 16.3 reflects section 372(1) of the Act.*

- 16.4. If a notice of motion to rescind a resolution is given at the meeting at which the resolution is carried, the resolution must not be carried into effect until the motion of rescission has been dealt with.

*Note: Clause 16.4 reflects section 372(2) of the Act.*

- 16.5. If a motion has been lost, a motion having the same effect must not be considered unless notice of it has been duly given in accordance with clause 2.11.

*Note: Clause 16.5 reflects section 372(3) of the Act.*

- 16.6. A notice of motion to alter or rescind a resolution, and a notice of motion which has the same effect as a motion which has been lost, must be signed by three (3) councillors if less than three (3) months has elapsed since the resolution was passed, or the motion was lost.

*Note: Clause 16.6 reflects section 372(4) of the Act.*

- 16.7. If a motion to alter or rescind a resolution has been lost, or if a motion which has the same effect as a previously lost motion is lost, no similar motion may be brought forward within three (3) months of the meeting at which it was lost. This clause may not be evaded by substituting a motion differently worded, but in principle the same.

*Note: Clause 16.7 reflects section 372(5) of the Act.*

- 16.8. The provisions of clauses 16.5–16.7 concerning lost motions do not apply to motions of adjournment.

*Note: Clause 16.8 reflects section 372(7) of the Act.*

- 16.9. A notice of motion submitted in accordance with clause 16.6 may only be withdrawn under clause 2.11 with the consent of all signatories to the notice of motion.
- 16.10. A notice of motion to alter or rescind a resolution relating to a development application must be submitted to the general manager no later than close of business on the day after the meeting at which the resolution was adopted.
- 16.11. A motion to alter or rescind a resolution of the council may be moved on the report of a committee of the council and any such report must be recorded in the minutes of the meeting of the council.

*Note: Clause 16.11 reflects section 372(6) of the Act.*

#### Recommitting resolutions to correct an error

- 16.12. Despite the provisions of this Part, a councillor may, with the leave of the chairperson, move to recommit a resolution adopted at the same meeting:
  - (a) to correct any error, ambiguity or imprecision in the council's resolution, or
  - (b) to confirm the voting on the resolution.
- 16.13. In seeking the leave of the chairperson to move to recommit a resolution for the purposes of clause 16.12(a), the councillor is to propose alternative wording for the resolution.
- 16.14. The chairperson must not grant leave to recommit a resolution for the purposes of clause 16.12(a), unless they are satisfied that the proposed alternative wording of the resolution would not alter the substance of the resolution previously adopted at the meeting.
- 16.15. A motion moved under clause 16.12 can be moved without notice. Despite any other provision of this code, only the mover of a motion referred to in clause 16.12 and the chair, if they are not the mover of the motion, can speak to the motion before it is put.
- 16.16. A motion of dissent cannot be moved against a ruling by the chairperson under clause 16.12.
- 16.17. A motion moved under clause 16.12 with the leave of the chairperson cannot be voted on unless or until it has been seconded.

### **17. Time Limits on Council Meetings**

- 17.1. Meetings of the council and committees of the council are to conclude no later than 9.30pm.
- 17.2. If the business of the meeting is unfinished at 8.30pm, the council or the committee may, by resolution, extend the time of the meeting to no later than 9.30pm.
- 17.3. If the business of the meeting is unfinished at 9.30pm, and the council does not resolve to extend the meeting, the chairperson must either:
  - (a) defer consideration of the remaining items of business on the agenda to the next ordinary meeting of the council, or
  - (b) adjourn the meeting to a time, date and place fixed by the chairperson.
- 17.4. Clause 17.3 does not limit the ability of the council or a committee of the council to resolve to adjourn a meeting at any time. The resolution adjourning the meeting must fix the time, date, and place that the meeting is to be adjourned to.
- 17.5. Where a meeting is adjourned under clause 17.3 or 17.4, the general manager must:
  - (a) individually notify each councillor of the time, date, and place at which the meeting will reconvene, and
  - (b) publish the time, date, and place at which the meeting will reconvene on the council's website and in such other manner that the general manager is satisfied is likely to bring notice of the time, date and place of the reconvened meeting to the attention of as many people as possible.

**18. After the Meeting**Minutes of meetings

- 18.1. The council is to keep full and accurate minutes of the proceedings of meetings of the council.

*Note: Clause 18.1 reflects section 375(1) of the Act.*

- 18.2. At a minimum, the general manager must ensure that the following matters are recorded in the council's minutes:

- (a) the names of councillors attending a council meeting and whether they attended the meeting in person or by audio-visual link,
- (b) details of each motion moved at a council meeting and of any amendments moved to it,
- (b) the names of the mover and seconder of the motion or amendment,
- (c) whether the motion or amendment was passed or lost, and
- (d) such other matters specifically required under this code.

- 18.3. The minutes of a council meeting must be confirmed at a subsequent meeting of the council.

*Note: Clause 18.3 reflects section 375(2) of the Act.*

- 18.4. Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.

- 18.5. When the minutes have been confirmed, they are to be signed by the person presiding at the subsequent meeting.

*Note: Clause 18.5 reflects section 375(2) of the Act.*

- 18.6. The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.

- 18.7. The confirmed minutes of a council meeting must be published on the council's website. This clause does not prevent the council from also publishing unconfirmed minutes of its meetings on its website prior to their confirmation.

Access to correspondence and reports laid on the table at, or submitted to, a meeting

- 18.8. The council and committees of the council must, during or at the close of a meeting, or during the business day following the meeting, give reasonable access to any person to inspect correspondence and reports laid on the table at, or submitted to, the meeting.

*Note: Clause 18.8 reflects section 11(1) of the Act.*

- 18.9. Clause 18.8 does not apply if the correspondence or reports relate to a matter that was received or discussed or laid on the table at, or submitted to, the meeting when the meeting was closed to the public.

*Note: Clause 18.9 reflects section 11(2) of the Act.*

- 18.10. Clause 18.8 does not apply if the council or the committee resolves at the meeting, when open to the public, that the correspondence or reports are to be treated as confidential because they relate to a matter specified in section 10A(2) of the Act.

*Note: Clause 18.10 reflects section 11(3) of the Act.*

- 18.11. Correspondence or reports to which clauses 18.9 and 18.10 apply are to be marked with the relevant provision of section 10A(2) of the Act that applies to the correspondence or report.

Implementation of decisions of the council

- 18.12. The general manager is to implement, without undue delay, lawful decisions of the council.

*Note: Clause 18.12 reflects section 335(b) of the Act.*



## **19. Council Committees**

### Application of this Part

19.1. This part only applies to committees of the council whose members are all councillors.

### Council committees whose members are all councillors

- 19.2. The council may, by resolution, establish such committees as it considers necessary.
- 19.3. A committee of the council is to consist of the mayor and such other councillors as are elected by the councillors or appointed by the council.
- 19.4. The quorum for a meeting of a committee of the council is to be:
- (a) such number of members as the council decides, or
  - (b) if the council has not decided a number – a majority of the members of the committee.

### Functions of committees

19.5. The council must specify the functions of each of its committees when the committee is established, but may from time to time amend those functions.

### Notice of committee meetings

- 19.6. The general manager must send to each councillor, regardless of whether they are a committee member, at least three (3) days before each meeting of the committee, a notice specifying:
- (a) the time, date and place of the meeting, and
  - (b) the business proposed to be considered at the meeting.
- 19.7. Notice of less than three (3) days may be given of a committee meeting called in an emergency.

### Attendance at committee meetings

- 19.8. A committee member (other than the mayor) ceases to be a member of a committee if the committee member:
- (a) has been absent from three (3) consecutive meetings of the committee without having given reasons acceptable to the committee for the member's absences, or
  - (b) has been absent from at least half of the meetings of the committee held during the immediately preceding year without having given to the committee acceptable reasons for the member's absences, since their appointment to the committee.
- 19.9. Clause 19.8 does not apply if all of the members of the council are members of the committee.

### Non-members entitled to attend committee meetings

- 19.10. A councillor who is not a member of a committee of the council is entitled to attend, and to speak at a meeting of the committee. However, the councillor is not entitled:
- (a) to give notice of business for inclusion in the agenda for the meeting, or
  - (b) to move or second a motion at the meeting, or
  - (c) to vote at the meeting.



Chairperson and deputy chairperson of council committees

- 19.11. The chairperson of each committee of the council must be:
- (a) the mayor, or
  - (b) if the mayor does not wish to be the chairperson of a committee, a member of the committee elected by the council, or
  - (c) if the council does not elect such a member, a member of the committee elected by the committee.
- 19.12. The council may elect a member of a committee of the council as deputy chairperson of the committee. If the council does not elect a deputy chairperson of such a committee, the committee may elect a deputy chairperson.
- 19.13. If neither the chairperson nor the deputy chairperson of a committee of the council is able or willing to preside at a meeting of the committee, the committee must elect a member of the committee to be acting chairperson of the committee.
- 19.14. The chairperson is to preside at a meeting of a committee of the council. If the chairperson is unable or unwilling to preside, the deputy chairperson (if any) is to preside at the meeting, but if neither the chairperson nor the deputy chairperson is able or willing to preside, the acting chairperson is to preside at the meeting.

Procedure in committee meetings

- 19.15. Subject to any specific requirements of this code, each committee of the council may regulate its own procedure. The provisions of this code are to be taken to apply to all committees of the council unless the council or the committee determines otherwise in accordance with this clause.
- 19.16. Whenever the voting on a motion put to a meeting of the committee is equal, the chairperson of the committee is to have a casting vote as well as an original vote unless the council or the committee determines otherwise in accordance with clause 19.15.
- 19.17. Voting at a council committee meeting is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system).

Mayoral minutes

- 19.18. The provision of this code relating to mayoral minutes also apply to meetings of committees of the council in the same way they apply to meetings of the council.

Closure of committee meetings to the public

- 19.19. The provisions of the Act and Part 13 of this code apply to the closure of meetings of committees of the council to the public in the same way they apply to the closure of meetings of the council to the public.
- 19.20. If a committee of the council passes a resolution, or makes a recommendation, during a meeting, or a part of a meeting that is closed to the public, the chairperson must make the resolution or recommendation public as soon as practicable after the meeting or part of the meeting has ended, and report the resolution or recommendation to the next meeting of the council. The resolution or recommendation must also be recorded in the publicly available minutes of the meeting.
- 19.21. Resolutions passed during a meeting, or a part of a meeting that is closed to the public must be made public by the chairperson under clause 19.19 during a part of the meeting that is webcast.
- 19.22. The general manager must cause business papers for items of business considered during a meeting, or part of a meeting, that is closed to public, to be published on the council's website as soon as practicable after the information contained in the business papers ceases to be confidential.

- 19.23. The general manager must consult with the committee and any other affected persons before publishing information on the council's website under clause 19.22 and provide reasons for why the information has ceased to be confidential.

Disorder in committee meetings

- 19.24. The provisions of the Act and this code relating to the maintenance of order in council meetings apply to meetings of committees of the council in the same way as they apply to meetings of the council.

Minutes of council committee meetings

- 19.25. Each committee of the council is to keep full and accurate minutes of the proceedings of its meetings. At a minimum, a committee must ensure that the following matters are recorded in the committee's minutes:
- (a) the names of councillors attending a meeting and whether they attended the meeting in person or by audio-visual link,
  - (b) details of each motion moved at a meeting and of any amendments moved to it,
  - (c) the names of the mover and seconder of the motion or amendment,
  - (d) whether the motion or amendment was passed or lost, and
  - (e) such other matters specifically required under this code.
- 19.26. The minutes of meetings of each committee of the council must be confirmed at a subsequent meeting of the committee.
- 19.27. Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.
- 19.28. When the minutes have been confirmed, they are to be signed by the person presiding at that subsequent meeting.
- 19.29. The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.
- 19.30. The confirmed minutes of a meeting of a committee of the council must be published on the council's website. This clause does not prevent the council from also publishing unconfirmed minutes of meetings of committees of the council on its website prior to their confirmation.

## **20. Irregularities**

- 20.1. Proceedings at a meeting of a council or a council committee are not invalidated because of:
- (a) a vacancy in a civic office, or
  - (b) a failure to give notice of the meeting to any councillor or committee member, or
  - (c) any defect in the election or appointment of a councillor or committee member, or
  - (d) a failure of a councillor or a committee member to declare a conflict of interest, or to refrain from the consideration or discussion of, or vote on, the relevant matter, at a council or committee meeting in accordance with the council's code of conduct, or
  - (e) a failure to comply with this code.

*Note: Clause 20.1 reflects section 374 of the Act.*

## 21. Definitions

the Act	means the <i>Local Government Act 1993</i>
act of disorder	means an act of disorder as defined in clause 14.10 of this code
amendment	in relation to an original motion, means a motion moving an amendment to that motion
audio recorder	any device capable of recording speech
audio-visual link	means a facility that enables audio and visual communication between persons at different places
business day	means any day except Saturday or Sunday or any other day the whole or part of which is observed as a public holiday throughout New South Wales
chairperson	in relation to a meeting of the council – means the person presiding at the meeting as provided by section 369 of the Act and clauses 5.1 and 5.2 of this code, and in relation to a meeting of a committee – means the person presiding at the meeting as provided by clause 19.11 of this code
this code	means the council's adopted code of meeting practice
committee of the council	means a committee established by the council in accordance with clause 19.2 of this code (being a committee consisting only of councillors) or the council when it has resolved itself into committee of the whole under clause 11.1
council official	has the same meaning it has in the Model Code of Conduct for Local Councils in NSW
day	means calendar day
open voting	means voting on the voices or by a show of hands or by a visible electronic voting system or similar means
planning decision	means a decision made in the exercise of a function of a council under the <i>Environmental Planning and Assessment Act 1979</i> including any decision relating to a development application, an environmental planning instrument, a development control plan or a development contribution plan under that Act, but not including the making of an order under Division 9.3 of Part 9 of that Act
performance improvement order	means an order issued under section 438A of the Act
quorum	means the minimum number of councillors or committee members necessary to conduct a meeting
the Regulation	means the <i>Local Government (General) Regulation 2021</i>
significant technical interruptions	Unforeseen equipment problems when not using Council issued devices (laptop, headset) that cause delay in troubleshooting and progress of meeting. Council is not responsible for home Wi-Fi or internet connections
webcast	a video or audio broadcast of a meeting transmitted across the internet either concurrently with the meeting or at a later time
year	means the period beginning 1 July and ending the following 30 June

## Policy Administration

Business Group:	Office of the General Manager
Responsible Officer:	Team Leader Office of the General Manager
Council Reference:	Ordinary Council Meeting – Item 10.1
Policy Review Date:	Twelve (12) Months of the 2028 Local Government Election
File Number:	35/1 and 35/7
Relevant Legislation:	<ul style="list-style-type: none"> <li>• <i>Local Government Act (NSW) 1993</i></li> <li>• <i>Local Government (General) Regulation (NSW) 2021</i></li> <li>• <i>Government Information (Public forum) Act 2009</i></li> </ul>
Related Policies / Procedures / Protocols:	<ul style="list-style-type: none"> <li>• <i>Code Of Conduct</i></li> <li>• <i>Procedure For Remote Attendance by Councillors</i></li> </ul>

## Policy History

Version	Date Approved	Description of Changes
1	26/7/1994	Policy adopted
2	9/7/1996	Change to Public forum
3	28/1/1997	Inclusion of legislative changes
4	13/5/1997	Change to Public forum.
5	23/6/1998	Inclusion of Legislative Changes
6	23/11/1999	Changes to Order of Business
7	27/6/2000	Changes to Public forum
8	22/8/2000	Change to Order of Business
9	24/10/2000	Change to scheduling of meetings
11	30/1/2001	Minor Administrative Changes
12	28/5/2002	Minor change to order of business for extraordinary meetings

13	24/9/2002	Minor change to order of business
14	27/4/2004	Changes to scheduling of meetings
15	2/11/2004	Minor changes to order of business and public forum
16	26/6/2007	Periodic review
17	14/4/2009	Inclusion of Legislative Changes
18	14/9/2010	Release of Revised Meetings Practice Note from DLG
19	08/11/2011	Minor change to Voting
20	10/04/2014	Changes to reflect revised organisation structure
21	09/09/2014	Change to Public forum and order of business
22	24/05/2016	Periodic review
23	14/05/2019	Revised to reflect new Model Code of Meeting Practice
24	14/4/2020	Revised to accommodate public health emergency requirements and remote meetings via audio-visual link
25	27/04/2021	Revised to require meetings to be held in-person, with remote Councillor attendance permitted in accordance with the Procedure.
26	28/06/2022	Updated to reflect Model Code of Meeting Practice 2021. Change to Order of Business and days required for Notice of Motion and Questions on Notice
27	10/12/2024	Changes to the frequency of ordinary meetings, timings of notice of business, order of business including the removal of the Policy and Finance Committee, additional point for audio-visual attendance and supporting definition and amended policy review date
28	25/02/2025	Minor amendments made to Clause 2.1 and Clause 2.7 of the policy as per the proceedings in brief recommendation endorsed by Council at Council Meeting 25 February 2025
29	/ /2025	Updated to reflect Model Code of Meeting Practice 2025.

## **City Planning**

**DA/2019/682 for One into 35 Lot Torrens  
Title Residential Subdivision, Boundary  
Adjustment, One Drainage/Public  
Reserve Lot at 35 Hillgate Drive, 30  
Honeymyrle Street, Thomas Coke Drive,  
John Arthur Avenue, Government Road,  
Thornton**

**Assessment Report (Under Separate  
Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 3**

**Number of Pages: 53**

**DEVELOPMENT APPLICATION ASSESSMENT REPORT**

<b>Application No:</b>	DA/2019/682
<b>Proposal:</b>	One into 35 Lot Torrens Title Residential Subdivision, boundary adjustment, one drainage/public reserve lot, constructed in two stages
<b>Address:</b>	35 Hillgate Drive, Thornton (previously known as 1 Westgate Avenue at the time of lodgement) 30 Honeymyrtle Street, Thornton Thomas Coke Drive, Thornton 52 Thomas Coke Drive, Thornton John Arthur Avenue, Thornton Government Road, Thornton
<b>Lot &amp; DP No:</b>	Lot 425 DP1262858 Lot 206 DP1228517 Lot 1538 DP832922 Lot 1094 DP807086 Lot 848 DP 703278 Lot 8884 DP786883
<b>Property No:</b>	100562 91076 25931 30147 18251 33893
<b>Applicant:</b>	Thornton Brentwood Pty Ltd
<b>Owner:</b>	Thornton Brentwood Pty Ltd Maitland City Council Stannic Securities Pty Ltd
<b>Author:</b>	Georgie Williams, Principal Planner
<b>Site Inspection:</b>	30 July 2021 and 30 January 2025
<b>Date of report</b>	28 October 2025
<b>Site conditions</b>	R1 General Residential C3 Environmental Management RE1 Public Recreation Minimum lot size for R1 – 450m <sup>2</sup> Bush Fire Prone Land Aboriginal heritage Acid Sulfate Soils Class 2 & 5 Native Vegetation – Endangered Ecological Community – Hunter Lowlands Redgum Moist Forest and Lower Hunter Spotted Gum Ironbark Forest Biodiversity Corridor Sub Regional ESS 1 <sup>st</sup> and 2 <sup>nd</sup> Order Watercourse - hydroline Thornton North Urban Release Area
<b>Revised Cost of works</b>	\$2,495,498
<b>Note</b>	DA lodged 9 August 2019 and therefore subject to the following legislative savings provisions: Environmental Planning and Assessment Regulation 2000

## INTRODUCTION

The purpose of this report is to provide a detailed discussion and assessment of Development Application No. DA/2019/682 proposing a one into 35 Lot Torrens Title Residential Subdivision, boundary adjustment, one drainage/public reserve lot, constructed in two stages at the above-mentioned sites. The assessment will provide consideration of the proposal under the Environmental Planning and Assessment Act 1979 (the Act), 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.

The development forms Stage 2 of a Concept Masterplan which was approved under DA/2011/932. Stages 1 and 3 have since been completed (refer to relevant history in body of report).

### Description of Proposed Development

The development application proposes the following works (refer to Figure 1-2 below):

- One into 35 Lot Torrens Title Residential Subdivision delivered in two stages.
- Boundary adjustment of 30 Honeymyrtle Street from 1068m<sup>2</sup> to 492.9m<sup>2</sup> to extend the public road network (Honeymyrtle Street).
- Residential lots range in size from 450.8m<sup>2</sup> to 708.8m<sup>2</sup>;
- One drainage / public reserve lot (Lot 236) with a total site area of 5.01 ha, which will be dedicated to Council through a Voluntary Planning Agreement (VPA).
- Associated works include:
  - Clearing 2.39 ha of native vegetation, which is mapped as containing Endangered Ecological Community (EEC) – Lower Hunter Spotted Gum – Red Ironbark – Grey Gum Shrub – Grass Open Forest and Forest Red Gum grassy open forest on floodplains of the Lower Hunter.
  - Bulk earthworks and lot regrading with a balance of 6100m<sup>3</sup> (export).
  - Construction / extension of Honeymyrtle Street (19.5m wide) with parking against the lot frontages and 2.5m wide footpath along the northern side. The extension of Honeymyrtle Street will connect through to A&D Lawrence Oval to the east and Thomas Coke Drive (upgrade of this intersection required). This is subject to a reclassification of Community land to Operational land. This is discussed in further detail under relevant history.
  - Provision of three cul-de-sacs (19.5m wide) off Honeymyrtle Street with internal carparking to the turning head.
  - Provision of stormwater infrastructure with a bio retention basin, landscaping and post and cable fencing on Lot 236.
  - Provision of essential infrastructure including water, sewer, communication (NBN) and electrical services.
  - Landscaping including street trees.
- The development is proposed to be carried out in two stages as follows:
 

**Stage 1 (SWC01):** Construction of access off Thomas Coke Drive and A&D Lawrence Carpark (subject to separate approvals pathway). Details include:

  - Construction of Thomas Coke Drive:
    - Construction of road from CH325m to CH521m;
    - Inclusion of T intersection built between Honeymyrtle Street and newly defined road into A&D Lawrence Oval;
    - Construction of the major stormwater network adjacent to T Intersection;



- Pump station power diversion with retention of existing trees off Thomas Coke Drive;
- Water main construction between the above-mentioned works limits.
- Council carpark (subject to separate approval):
  - Construction of carpark (as per VPA) in conjunction with the access road.

#### Stage 2 (SWC02) – Subdivision Works:

- Completion of residential subdivision and associated works.

**Note:** It is important to highlight the carpark design does not form part of this application and will be subject to a separate approval pathway. Whilst the submitted plans show the carpark design, this is to understand how the proposed works marry into the future car park design. A condition has been recommended for imposition to ensure no approval is given or implied to the carpark with 114 car spaces on A&D Lawrence Oval. This carpark is subject to a separate approvals process.



Figure 1 – Overall Site Plan

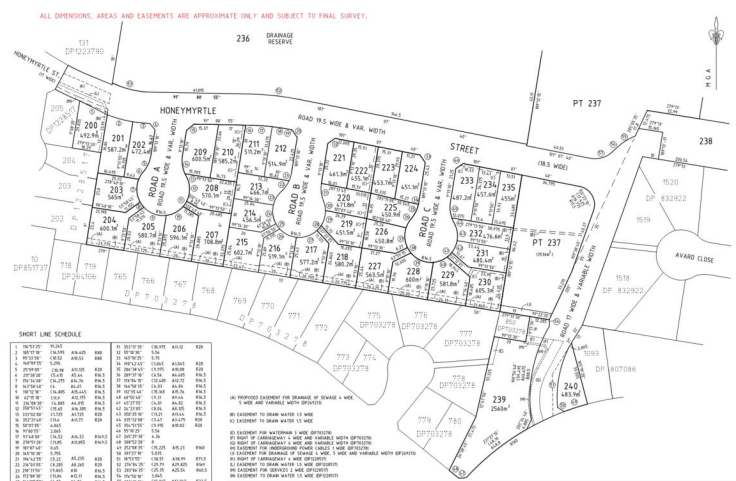


Figure 2 – Subdivision Plan

### Description of the Land

The legal description of the primary land on which the development is to be carried out is Lot 425 DP1262858, known as 35 Hillgate Drive, Thornton (refer to Figure 3 below), previously known as 1 Westgate Avenue at the time of lodgement. This site is irregular in shape with an area of 7.818 ha and is zoned R1 General Residential and C3 Environmental Management under the MLEP 2011.

The portion of the site to be developed does not have direct frontage to a road. Future vehicular access to the site will be gained via the extension of Honeymyrtle Street to the west and a boundary adjustment of 30 Honeymyrtle Street (Lot 206 DP1228517), which will connect through to Allan & Don (A&D) Lawrence Oval to the east and Thomas Coke Drive to the south. This is subject to a reclassification of Community land to Operational land, zoned RE1 Public Recreation, which is discussed in further detail in the body of the report (refer to Figure 4). A&D Lawrence Oval is bordered by Government Road to the east and Hillgate Drive to the north and consists of playing fields, play equipment, canteen and toilet facilities, car parking and cricket nets. The main entrance into the sporting facilities is via the T intersection on Thomas Coke Drive.

The proposed works on Council land include the following sites, which make up part of A&D Lawrence Oval:

- Thomas Coke Drive, Thornton (Lot 1538 DP832922);
- 52 Thomas Coke Drive, Thornton (Lot 1094 DP807086);
- John Arthur Avenue, Thornton (Lot 848 DP 703278);
- Government Road, Thornton (Lot 8884 DP786883).

A first and second order watercourse traverses the mid-section of the site (refer to blue line in Figure 3). There is no mapped Key Fish Habitat within the watercourse.

The site generally falls from north (RL 15) to south (RL 10) and south (RL 17) to north (RL 10) towards the watercourse.

The site is heavily vegetated and contains native vegetation including Endangered Ecological Community (EEC) – Lower Hunter Spotted Gum – Red Ironbark – Grey Gum Shrub – Grass Open Forest and Forest Red Gum grassy open forest on floodplains of the Lower Hunter. A Sub Regional Biodiversity Corridor traverses the mid section of the site in an east-west direction (refer to red line in Figure 3). This mid to north section of the site forms part of the GreenBlue Grid.

The entire site is mapped as bushfire prone land.

The site is not mapped as flood prone land.

The site largely contains Acid Sulfate Soils Class 5 with a small portion of Class 2.

The site is not mapped as contaminated land.

The adjoining residential area to the south and west is generally characterised by low density single storey dwelling houses.

The site is located within the Thornton North Urban Release Area (URA), which comprises a total site area of 900ha of land with an approximate residential yield of 5000 lots. This URA is a regionally

significant development area required to achieve the dwelling targets for population growth in the Lower Hunter (refer to Strategic Background discussion below).



Figure 3 – Aerial map (primary development site at 35 Hillgate Drive shown shaded in blue)



Figure 4 – Aerial map context

#### PREVIOUS DEVELOPMENT HISTORY

##### Strategic Background

The subject site is located within the southern portion of the Thornton North URA, a strategically positioned residential growth area, which on completion will accommodate approximately 5,000 residential lots or 12,500 residents (refer to Figure 5 below).

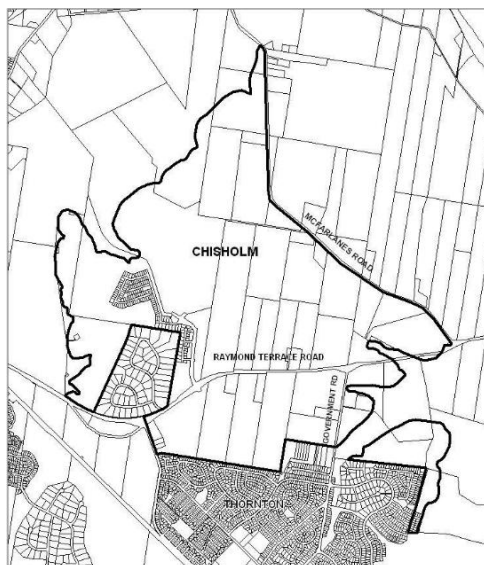


Figure 5 – Thornton North URA Locality Plan

This application is one of multiple development applications which make up Stage 1 of the Thornton North URA within the southern Government Road Precinct. Relevant applications are summarised in the below table:

DA Number	Address	Proposal	Decision
DA/2011/852	508 Raymond Terrace Road, Thornton	36 Lot Torrens Title Subdivision with one residue lot (conservation lot)	11 June 2013
DA/2011/852:1	As above	Section 4.55(1A) Application to delete condition 20 requiring a Section 90 Permit under the National Parks and Wildlife Act	20 May 2014
DA/2011/852:2	As above	Section 4.55(1A) Application to delete condition 9 and amend consider 23	11 November 2014
DA/2011/852:3	As above	Section 4.55(1A) Application to include Lot 528 DO262555 (30 Honeymyrtle Street) allow boundary adjustment	10 August 2015
DA/2011/932	530 Raymond Terrace Road, Thornton	Concept masterplan with Stage 1 subdivision (72 residential lots). Refer to Figure 6 below. The proposed development formed part of Stage 2 of the concept approval.	27 March 2018

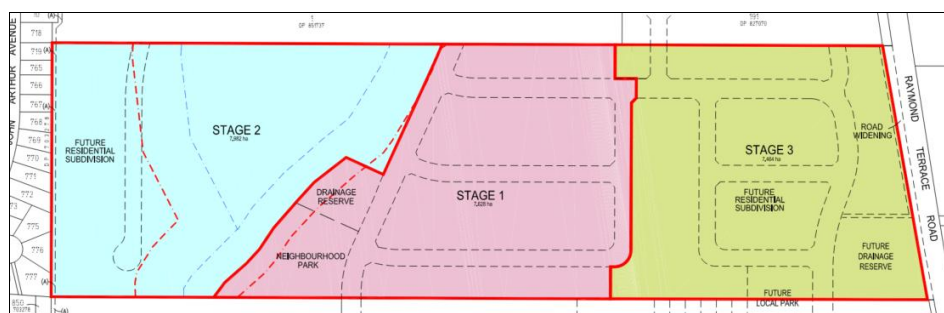


Figure 6 - Approved Staging Plan (Stage 2 relates to the subject application)

DA/2011/932:1	As above	Section 4.55(1A) Modification application to lot yield and staging	6 May 2019
DA/2011/932:2	As above	Section 4.55(1A) Modification application to adjust staging boundaries	11 June 2019
DA/2020/507	1 Westgate Avenue, Thornton	Torrens Title Subdivision – 79 Lots (76 Residential Lots, 1 Superlot, 1 Public Reserve Lot and 1 Drainage Reserve Lot).	5 February 2021
DA/2020/507:1	As above	-	Withdrawn
DA/2020/507:2	As above	Section 4.55(1A) Modification Application to consolidate Lots 611 and 612 and Amendment to Thorncliffe Avenue Road Width	17 June 2021
DA/2020/507:3	As above	-	Withdrawn

#### CURRENT DEVELOPMENT HISTORY

The development application was submitted to Council on 9 August 2019.

The application was put on hold on 20 August 2019 pending receipt of a Satisfactory Arrangement Certificate (SAC), which was received from the former Department of Planning and Environment (DPE) on 31 August 2022.

Following a preliminary assessment by the assessing officer at the time, a request for additional information (RFI) was made on 20 August 2019 to address the following key issues (summary only):

- The proposed development relies on road construction and connection to Honeymyrtle Street through Lot 206 DP1228517. Owner's consent required to include Lot 206.
- SAC required prior to determination.
- Hunter Water Corporations Notice of Formal Requirements required.
- Pedestrian/cycleway connectivity required between the proposed development and the adjoining public reserve.
- Concept Plan (DA/2011/932): The proposed road alignment is inconsistent with the concept road layout.
- Bushfire: The need for a secondary access needs to be identified and explored.



- Preliminary engineering plans and landscape plans (street tree and basin) required for assessment purposes.

The NSW RFS issued a RFI on 20 December 2019. In summary they required a through road / perimeter road connecting the site to a public road network. The RFS will not support a 'fire trail' design as a perimeter road as subdivisions of three or more allotments require more than one access road in and out of the development.

The assessing officer at the time recommended a road connection through Council's public reserve known as A&D Lawrence Oval to the east. This was discussed and supported by management at the time (former Manager Engineering & Design (Kevin Stein), former Group Manager Culture, Community and Recreation (Judy Jager) and former Director City Planning (Matt Prendergast)). However, the applicant decided to not pursue this option at this time.

A further RFI was sent by Council on 24 June 2021 identifying the following outstanding issues (summary only):

- Asset Protection Zones (APZ's) and stormwater basin extending into the E3 environmental zoned land.
- Preliminary engineering plans including bulk earthwork plans and erosion and sediment control plans required.
- The application must clearly consider the provisions of s4.22 Concept development applications of the EP&AA.
- The application must consider the ultimate ownership of the adjoining E3 zoned portion of land. This will include consideration of clause 4.2C of the MLEP 2011.
- The inclusion of three cul-de-sacs raises issues in relation to way finding, vehicular access, including garbage trucks and CPTED principles to be addressed.
- Clarification around the subdivision and residue portion of Lot 206.
- Ecology: Final BDAR required (only draft submitted) with clarification on survey efforts.
- Road and cycleway link to be provided through to Thomas Coke Drive.
- The spillway should not discharge over the top of the outlet pipe and should be directed towards the downstream catchment.
- A Controlled Activity Approval from NRAR will be required for the works.
- Maximum embankment batter slopes to be 1:5, slope of basin floor to be a minimum 2%.
- Access and visibility of the basin from the proposed Road is not sufficient.
- Easements required for IAD.
- No landscaping plan provided.

The amended application was re-referred to NSW RFS as integrated development. The NSW RFS advised Council on 18 August 2021 that the additional information had not satisfactorily addressed the issues relating to access, specifically the provision of a through road. Based on the NSW RFS's position, the applicant pursued the reclassification option to overcome the fundamental bushfire access issue.

#### **Reclassification**

The proposed development now includes extending Honeymyrtle Street through Council owned land to the east of the subject site across an existing gravel roadway that connects Thomas Coke Drive to A&D Lawrence Oval to ensure compliance with Planning for Bush Fire Protection 2019.

As this Council owned land is classified as Community Land, a Planning Proposal (PP) was required to reclassify the land to Operational Land.

At Council's meeting on 22 February 2022, Council resolved to submit a PP seeking a Gateway Determination to reclassify the land.

A Gateway Determination was issued on 30 June 2022, subject to specific conditions requiring referral to the NSW RFS, public exhibition, and a public hearing by an independent facilitator. The proposal was placed on public exhibition from 5 September to 3 October 2022, followed by a public hearing on 29 November 2022.

On 11 April 2023, Council endorsed a VPA approach for the proposed development and sought a Gateway Extension to allow time for negotiation and exhibition of the VPA, which supports provision of access arrangements and improved facilities for the existing sporting fields at A&D Lawrence Oval.

On 13 April 2023, Council forwarded a new PP to DPHI as additional work was required before this proposal could proceed.

A new Gateway Determination was issued on 24 April 2024 for the reclassification, requiring re-exhibition and a second public hearing.

The new PP was placed on public exhibition from 24 July to 26 August 2024 with five submissions received.

The second public hearing was undertaken on 29 October 2024 to address community concerns. During the public hearing, community members raised several concerns, summarised below:

- Car parking;
- Safety and fencing;
- Drainage;
- Environmental concerns;
- Compensation;
- Construction period implications.

Accordingly, a revised VPA was drafted to address these concerns including:

- Formalising legal access to the sporting fields;
- Providing on-street parking on the newly constructed access road;
- Upgrading drainage infrastructure to mitigate flooding;
- Funding a pedestrian safety audit, potentially relocating the bus stop if needed;
- Ensuring no financial burden falls on Council, with the developer providing a bank guarantee or bond;
- Sealing and upgrading the existing informal access to improve safety and usability.

Council endorsed the public exhibition of the draft VPA on 9 July 2024 allowing community review of the proposed upgrades, including sealed access roads, increased formal parking, pedestrian pathways, and drainage enhancements.

Following the second public hearing on 29 October 2024, the independent facilitator (Insite Planning) concluded that community concerns remain primarily around parking and pedestrian safety, similar to the issues identified in the first public hearing. The facilitator recommended proceeding with the reclassification subject to the finalisation of the VPA to ensure the proposed measures are implemented.

Negotiations with the developer have resulted in the developer amending their offer to include:

- Construction of a 114 space car park to Council's specifications and subject to a separate approval (refer to Figure 7 below), along with drainage upgrades and provision of connecting footpaths;
- Claiming 50% of the works (subject to a quantity surveyors report) as an offset to payable developer contributions;
- Dedication of residue land (C3 zoned land which forms part of a Sub-Regional Biodiversity Corridor within Council's Environmental Sustainability Strategy (ESS)) to Council;
- Payment of a cash maintenance and enhancement fund to Council for the dedicated land, as a further offset of remaining payable development contributions.

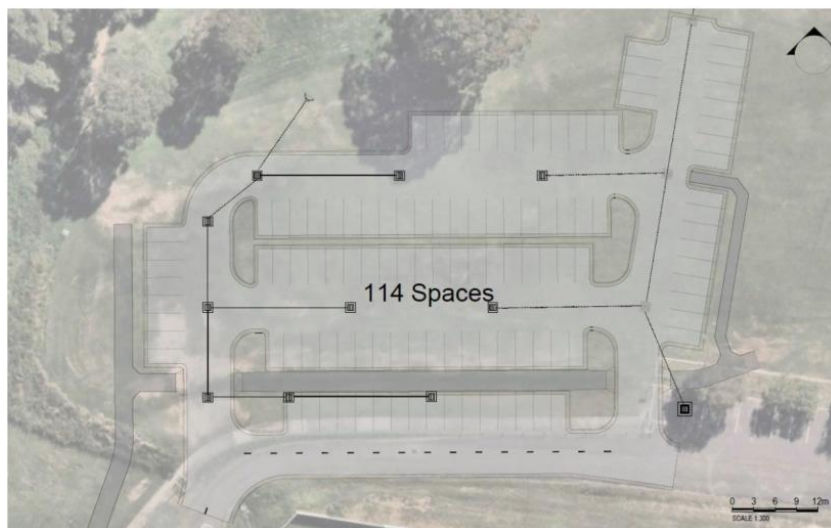


Figure 7 – Indicative Carpark Layout (subject to separate approval)

At the Council meeting on 15 July 2025, Council resolved to make the PP to reclassify the land, and to accept in principle the VPA offer from Thornton Brentwood Pty Ltd.

Council is currently awaiting the gazettal of the reclassification which is imminent and certain and likely to occur before the end of 2025. However, as this has not yet occurred, it is the recommendation of this report that a deferred commencement condition be imposed requiring gazettal of the reclassification and execution of the VPA (as per our VPA Policy) be satisfied prior to the consent being activated.

#### REFERRALS

##### Biodiversity

Council's Ecologist does not support the revised scheme (refer to detailed discussion under the Biodiversity Conservation Act 2016). Upon request from the Assessing Officer, draft conditions of consent have been provided should Council favourably determine the application.



### Building

No referral comments - Standard conditions relating to Subdivision (Torrens) Major to apply.

### Engineering

Initial and ongoing issues have now been resolved (refer to development history) and Council's Senior Subdivision and Development Engineer has reviewed the revised development scheme as acceptable subject to the imposition of conditions of consent, which have been included in the draft schedule.

In summary, Council's Senior Subdivision and Development Engineer notes the subdivision seeks to create an additional 35 lots which has comparably minor earthworks and incorporates three NSW RFS compliant turning heads with internal carparking and landscaping whilst connecting Honeymyrtle Street to the access to A&D Lawrence Oval for a 2 way-second-access point and RFS compliance.

The subdivision's eastern access will connect to a newly created access road to service A&D Lawrence Oval. This access road will be designed and constructed in a manner that preserves the small strand of large trees at the intersection of Thomas Coke Drive, it will make connection to a future carpark and maintain an existing major over land flow path that conveys water from upper Thornton to the trunk drainage corridor through A&D Lawrence Oval.

Honeymyrtle Street has been designed to be compliant with NSW RFS requirements whilst maintaining kerbside car parking against the lot frontages (as per Council standards). All three turning heads give access to 8-10 lots and feature either kerb side parking on the straights or parking internal to the turning head to service those lots whilst not impeding NSW RFS vehicles or Council's garbage truck swept paths.

Whilst earthworks are relatively minor for a subdivision of this size, there are still earthworks required to construct the roads, drainage, basin and major culverts. With regard to the C3 Environmental zone, care in the design phase has been taken to minimise disturbance to environmentally important trees and their root zones. Appropriate conditions will be included on any development consent issued.

### Waste

Council's Waste Officer has reviewed the revised development and advised no issues in terms of road widths and provision of future kerbside waste services. Turning templates have been submitted to demonstrate compliance.

## PLANNING ASSESSMENT - 4.15(1) matters for consideration

### Development Type

- The proposal is categorised as *local development* under the Act.
- The proposal is also *integrated development* under Section 4.46 of the Act as follows:

### NSW Rural Fire Service

The site is mapped as Bushfire Prone Land. Accordingly, the application is Integrated Development under Section 4.46 of the Act as an approval is required under Section 100B(1) of the Rural Fire Act 1997. Revised General Terms of Approval (GTA's) have been issued by NSW RFS, dated 21 May 2025. Subject to approval, these GTA's shall be included on any development consent issued for the development. Bushfire is considered in detail under Section 4.15 (1)(b) of the report.

### Department of Planning and Environment – Water

As the proposed development occurs within 40 metres of a mapped watercourse (Unnamed Tributaries of Francis Greenway Creek), the application was referred to the Department of Planning and Environment – Water (DPE-W) as integrated development requiring a Controlled Activity approval under the Water Management Act 2000. DPE-W issued their revised GTA's on 27 November 2024, which shall be included on any development consent issued for the development.

### Development Contributions

The revised development scheme attracts a contribution of **\$1,019,932** under the Thornton North Development Contributions Plan 2008 and the Maitland City Wide Development Contributions Plan 2016.

Refer to Clause 6.1 of the MLEP 2011 for discussion regarding satisfactory arrangements to contribute to the provision of State public infrastructure.

The VPA has been discussed under the relevant history section of the report as it is linked to the PP.

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

Under Division 4.4 (Concept development applications) (previously s 83) of the EP&A Act, the master plan sets out concept proposals for the development of a site, and for which detailed proposals for the site or for separate parts of the site are to be the subject of subsequent development applications. This subject application forms a subsequent development application to the concept approval.

As part of the original concept DA approval, condition A.2 was imposed requiring that development of stages 2 and 3 are subject to separate development applications in accordance with s 4.22(4(a) of the Act.

S 4.24(2) of the EP&A Act requires that the determination of any further development application in respect of the site cannot be inconsistent with the consent for the concept proposals for the development of the site (the concept approval).

The original concept approval showed a cul-de-sac arrangement within Stage 2, which cannot technically comply with Planning for Bush Fire Protection 2019. The original GTA's from NSW RFS on the concept approval, noted that public road access shall comply with Planning for Bush Fire Protection 2006, which equates to a secondary access. The proposed development is therefore not considered inconsistent with the concept approval by virtue of the GTA's issued by the NSW RFS at the time.

### Maitland Local Environmental Plan (MLEP) 2011

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

#### Part 2 – Permitted or prohibited development

##### Defined use

Clearing vegetation  
Earthworks  
Subdivision  
Roads

### Permissibility

Under the MLEP 2011, the site is zoned R1 General Residential and C3 Environmental Management (refer to Figure 8 below). A&D Lawrence Oval is zoned RE1 Public Recreation.

The proposed residential subdivision is permitted by virtue of Clause 2.6 of the MLEP 2011 with Council consent. The proposed Torrens Title lots are located within the R1 portion of the site. The clearing of vegetation and earthworks is considered ancillary to the proposed subdivision.

The proposed road occurs within R1, C3 and RE1 zoned land. Roads are permitted with consent in all three zones.

The proposed stormwater basin is located within the C3 portion of the site. Stormwater basins are also permitted in the C3 Environmental Management Zone by virtue of Division 20 (Stormwater Management Systems) of the SEPP (Transport & Infrastructure) 2021.

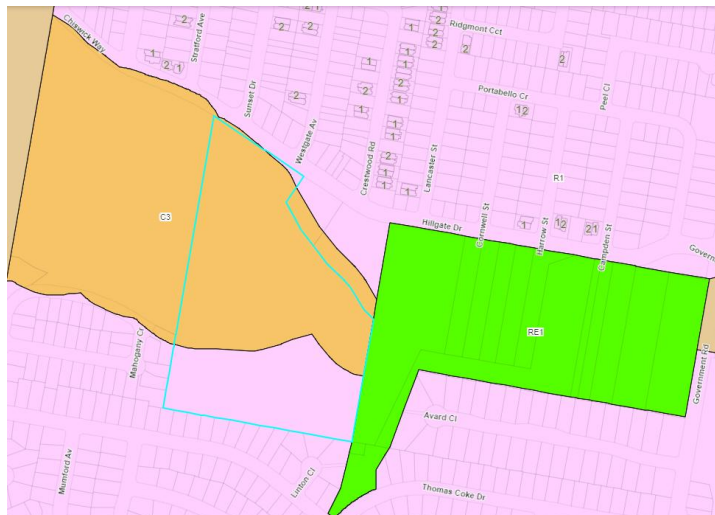


Figure 8 – MLEP 2011 zoning map and subdivision overlay

### Zone objectives

The objectives of the R1 zone are to:

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

The proposed residential subdivision is considered to be consistent with the above objectives of the R1 zone as the subdivision will provide for the housing needs of the community and create additional residential lots of variable sizes thus allowing for a variety of housing types to be erected in the future.

The objectives of the C3 Environmental Management zone are to:

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.

- *To provide for a limited range of development that does not have an adverse effect on those values.*
- *To maintain and improve the connectivity of habitat between remnant areas of native vegetation.*

The applicant has amended their development scheme to:

- Remove APZ's from extending into the C3 Environmental Management Zone;
- Revised detention basin design and location to avoid and minimise Hollow Bearing Trees. Furthermore, the basin batters are proposed to be steeped, mass planted to mitigate footprint impact.
- Steepening of Honeymrtle Street batters and proposed mass planting of the batter to mitigate the overall encroachment on the C3 area.
- Lot 236 which encompasses the basin and C3 zone with Sub-regional biodiversity corridor will be dedicated to Council through a VPA. This will ensure its environmental protection.

The extension of Honeymrtle Street through A&D Lawrence Oval is Council owned Community Land the subject of a reclassification PP and is zoned RE1 Public Recreation. The objectives of the RE1 zone are:

- *To enable land to be used for public open space or recreational purposes.*
- *To provide a range of recreational settings and activities and compatible land uses.*
- *To protect and enhance the natural environment for recreational purposes.*

The proposed development is considered to support the objectives of the RE1 zone through the reclassification of this land, which has been considered by way of a PP, two public enquiries and supported due to the public improvements which will benefit the community and improve pedestrian and vehicular accessibility and connectivity.

#### **Clause 2.5 – Additional permitted uses for particular land**

The site is not described or referred to in Schedule 1 of the MLEP 2011.

#### **Clause 2.6 – Subdivision – consent requirements**

This clause permits subdivision to be carried out with the consent of Council.

#### **Clause 2.7 – Demolition requires development consent**

No proposed demolition works.

### **Part 4 – Principal development standards**

#### **Clause 4.1 – Minimum subdivision lot size**

The statutory Lot Size Map identifies a minimum lot size of 450m<sup>2</sup> for the R1 zone.

The proposed residential lots comply with the minimum lot size with the proposed lots ranging in size from 450.8m<sup>2</sup> to 708.8m<sup>2</sup>.

The proposed boundary adjustment to 30 Honeymrtle Street to facilitate the extension of Honeymrtle Street results in a reduction of lot size from 1068m<sup>2</sup> to 492.9m<sup>2</sup>, which complies with the minimum lot size.

**Clause 4.2C – Minimum subdivision lot sizes for certain split zones**

This clause allows an original lot to be subdivided to create lots that are affected by spilt zonings, provided that one lot contains residential zoned lot that satisfies the minimum lot requirements of the MLEP 2011.

The proposed drainage / public reserve lot (Lot 236), which will be dedicated to Council through a VPA, has a total site area of 5.01 ha and contains both R1 and C3 zoned land. The R1 portion exceeds the minimum lot control of 450m<sup>2</sup>.

The use of C3 zoned land for drainage purposes is considered to be an efficient and logical subdivision of this land and considered to be exempt development pursuant to Subdivision 38 Clause 2.75 (f) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that states:

*f) excising from a lot land that is, or is intended to be, used for public purposes, including **drainage purposes**, rural fire brigade or other emergency service purposes or public toilets.*

**Clause 4.3 – Height of Buildings**

The site is not mapped on the Height of Buildings Map. Therefore, there are no statutory height of future building restrictions that are applicable to this proposal.

**Clause 4.4 – Floor Space Ratio**

The site is not mapped on the Floor Space Ratio Map. Therefore, there are no statutory floor space ratio restrictions of future building restrictions that are applicable to this proposal.

**Clause 5.9AA Preservation of trees or vegetation**

This Clause has been repealed. Refer to Biodiversity Conservation Act 2016 discussion in body of report.

**Clause 5.10 - Heritage Conservation**

The site is not located within a Heritage Conservation Area and not listed under MLEP 2011 as a local or state heritage item.

In regard to Aboriginal Heritage, an AHIMS search revealed 14 Aboriginal sites recorded in or near 50m of the site with no Aboriginal places declared in or near the location. Accordingly, the applicant has submitted the following Aboriginal heritage package of information for assessment purposes:

- Aboriginal Cultural Heritage Assessment (ACHA), Version 3, dated 20 May 2022, prepared by Biosis;
- Archaeological Report, Version 4, dated 20 May 2022, prepared by Biosis;
- Aboriginal Heritage Impact Permit (AHIP) Application Form;
- Community Collection Methodology.

**Note:** It is important to note the applicant has not integrated the development under s90 of the National Parks and Wildlife Act, 1974. The applicant did not integrate for the original Concept Approval either, rather accepted a condition of consent to obtain an AHIP prior to any works commencing. Stages 1 and 3 of the Concept Approval have been completed after obtaining an AHIP from Heritage NSW (AHIP

#C0004256, obtained in 2019 to impact AHIMS 38-4-1989 (Stage 1) and AHIP #4762, obtained in 2021 to impact AHIMS 38-4-0927 (Stage 3)).

Biosis was re-engaged by the applicant to prepare an ACHA for this development. This assessment included a field survey and test excavations. The results of the assessment identified impacts to Aboriginal cultural heritage items, therefore an application for an AHIP issued under *Section 90 of the National Parks and Wildlife Act 1974* (NPW Act), and a community collection salvage methodology to support the AHIP application is required.

A desktop assessment of the study area was undertaken as part of the ACHA, which included a search of the AHIMS database and a review of regional and local archaeological reports to assess the potential for Aboriginal heritage values or items to be present within the study area. A search of the AHIMS register identified 81 Aboriginal cultural heritage sites registered within the vicinity of the study area. Seven of these AHIMS sites are located within the study area.

The proposed study area had been previously assessed by Hamm (2004), and McCardle (2010). Hamm identified nine sites within the study area, including six artefact scatters and three isolated finds. A search of the AHIMS register also indicated that Jones (1986) had recorded an artefact scatter of 50 artefacts (AHIMS 38-4-0124/Parkwood). However, a review of the site card for site 38-4-0124, confirmed that the site is not located within the study area.

As part of this assessment, Biosis conducted a field survey and archaeological test excavations under the *Code of Practice for the Investigation of Aboriginal Objects in New South Wales* (DECCW 2010b) (the Code). The survey was undertaken on 25 May 2018 by Biosis' archaeologist and a site officer from Mindaribba Local Aboriginal Land Council (LALC). The overall effectiveness of the survey for examining the ground for Aboriginal sites was deemed high.

During the field investigations, 11 previously unrecorded Aboriginal heritage sites were recorded within the study area. These sites consisted of one PAD site (RTRD03), five isolated finds (RTRD04, RTRD05, RTRD06, RTRD07, RTRD08), and five artefact scatters (RTRD01, RTRD02, RTRD09, RTRD10, RTRD11).

Following the field investigations, a test excavations were undertaken to determine whether subsurface archaeological deposits could be identified within undisturbed areas located within the vicinity of Aboriginal sites. Test excavations were conducted in accordance with Requirement 16a of the Code. The test excavation program identified three low density artefact sites (RTRD12, RTRD13, and RTRD14).

As a result of the assessment, the following recommendation were made by Biosis:

- An application for an AHIP for AHIMS 38-4-1989, 38-4-1983, 38-4-1982, 38-4-1981, 38-4-1977, and 38-4-0936, and sites RTRD16 (AHIMS 38-4-2070) and RTRD17 (AHIMS 38-4-2071).
- AHIMS sites 38-4-0936, 38-4-1983, and RTRD16 (AHIMS 38-4-2070) and RTRD17 (AHIMS 38-4-2071) should be salvaged through community collection under an AHIP and in accordance with a Community Collection Methodology prior to the proposed works being undertaken.
- Continued consultation with the registered Aboriginal stakeholders as per the consultation requirements should continue in regards to the management of Aboriginal cultural heritage sites within the study area throughout the life of the project.

The application was referred to Mindaribba Local Aboriginal Land Council on 1 March 2022 with no submission received.

Subject to approval, appropriate conditions will be included on any development consent issued to ensure that an AHIP is obtained prior to any works commencing on site.

**Clause 5.16 – Subdivision of, or dwellings on, land in certain rural, residential or conservation zones**

This Clause applies to land in the C3 Environmental Conservation Zone.

The objective is to minimise potential land use conflict between existing and proposed development on land in rural, residential or conservation zones.

The proposed development creates Lot 236, which will be dedicated to Council through a VPA, and contains all of the C3 zoned land with a small portion of R1. This C3 land is significant as it contains a Sub-Regional Corridor, which is identified in Council's ESS.

It is considered that the future residential development of this lot will be consistent with the existing surrounding uses and will not result in adverse environmental impacts or interface issues that could not be managed or mitigated.

**Clause 5.21 – Flood Planning**

The site is not mapped as containing flood prone land.

**Part 6 – Urban Release Areas**

**Clause 6.1 – Arrangements for designated state public infrastructure**

The site is located within the Thornton North URA.

Clause 6.1 of MLEP 2011 requires satisfactory arrangements to be made for the provision of designated State public infrastructure before the subdivision of land in a URA is developed intensively for urban purposes.

Certification has been provided to Council from the former DPE, dated 31 August 2022, that satisfactory arrangements have been made to contribute to the provision of designated State Infrastructure.

**Note:** The Department confirmed in writing on 4 July 2024 that a revised SAC is not required to be re-issued for the change in lot numbers. The Department takes no issue with minor variations to overall lot numbers, unless State contribution payments collected by the Department are on a per lot basis, which is not the case for this matter.

**Clause 6.2 – Public utility infrastructure**

Clause 6.2 of MLEP 2011 requires the Council be satisfied that any public utility infrastructure that is essential for the proposed development is available or alternatively that adequate arrangements have been made for the provision of this infrastructure.

The applicant has previously submitted plans from Hunter Water (reference No:130909), dated 10 September 2024, demonstrating water and sewer available for connection.

A Section 50 Application has been submitted to Hunter Water and the applicant has submitted a revised Notice of Requirements (NOR) from Hunter Water, dated 8 October 2024, which states the following:

Thornton 6 & 9 Wastewater Pumping Station Assets (WWPS)

Access

The proposed development will impact existing Thornton 6 WWPS assets and access. Thornton 6 WWPS is currently accessed by way of a right of carriage way off Thomas Coke Drive. Future access will be off the new section of Honeymyrtle Drive.

Hunter Water requires 24/7 unimpeded access to Thornton 6 WWPS. You will need to ensure your works do not restrict our access for general maintenance and emergency vehicles including bulk capacity vacuum vehicles.

The section of the new road providing access to Thornton 6 WWPS will need to be designed in accordance with Hunter Water's Sewage Pumping Station Manual. The road should be designed to accommodate a 25kL articulated tanker with a minimum 200mm thick road base. You will need to include a 4.0m wide layback in the new kerb aligning with Hunter Water's Right of Carriageway easement. Please provide the relevant road detail drawings for review.

Safety in design requirements will need to be applied to the design of the new access road.

A developer works deed is not required for delivering the roadworks.

Power Supply

Hunter Water advises that there is a live buried power supply to Thornton 6 WWPS that may or may not be fully contained within the easement for underground power indicated on your draft Deposited Plan (DP).

Hunter Water acknowledges your advice that a suitable alternative power supply will not be available to Thornton 6 WWPS. Based on your draft DP, the existing power supply will be located under the new road pavement impeding access. You will need to confirm the location of the power supply onsite using non-destructive means and relocate any section clear of the new road pavement.

The existing power supply alignment and any proposed relocation will need to be included on the road detail drawings submitted to Hunter Water for review.

Relocation of the power supply will need to be delivered under a Complex Works Deed with Hunter Water.

The design submission will need to include a Shutdown Management Plan for Thornton 6 WWPS.



#### Thornton 9 Sewer Rising Main

Hunter Water acknowledges your correspondence dated 25/10/2023, indicating the civil road pavement alignment has been designed to be clear of the existing sewer rising main, and as such, the rising main does not need to be relocated.

However, the Stage 2 development plan indicates new assets will need to cross the rising main and the rising main alignment will be subject to reprofiling.

Hunter Water's specific construction requirements for your development are:

- Prior to construction, the developer is required to physically locate the Thornton 9 sewer rising main using non-destructive means;
- Cover over the sewer rising mains should not be reduced or increased without written approval from Hunter Water. If excavation or filling is proposed, then the developer is to provide Hunter Water with a surveyed plan and longitudinal section showing the sewer asset, existing and finished surface levels and the locations and clearances of all other pipes and utilities proposed to be constructed within Hunter Water's easement. Final cover and clearances must comply with the Hunter Water Design Code;
- Private services are not to be constructed within any easement without approval by Hunter Water;
- The use of heavy vibratory rollers or other vibration construction techniques is not permitted within 5m of the sewer rising mains. Compaction should be undertaken using a plate compactor;
- Any structure adjacent to the proposed easement is to be designed and constructed to ensure the structural integrity of the structure is not compromised by any excavation of the sewer rising mains by Hunter Water;
- Materials are not to be stockpiled on Thornton 6 WWPS, the sewer rising mains or easements; and
- All due care must be taken when working and excavating in the vicinity of Thornton 6 WWPS and the sewer rising mains. The Developer is required to ensure that all workers and contractors are made aware of the potential safety risks associated with working in the vicinity of these assets. The Developer will be responsible for any damage that may be caused to Hunter Water assets during construction and costs of any subsequent repairs and/or third party injury or damage caused by the failure of any assets during construction.

#### **Easements**

The development site contains a number of easements for Thornton 6 and 9 WWPS assets and access, benefitting Hunter Water as listed on the draft DP.

For all matters pertaining to creating and releasing the easements and satisfying the below requirements you will need to contact our Property Team at [Property.Management@hunterwater.com.au](mailto:Property.Management@hunterwater.com.au).

Requirements for these easements are:

- Proposed easement for drainage of sewer 4, 5 wide and variable width (A); This easement is required to protect the existing pressurised sewer rising where it is not contained in a dedicated road reserve.
- Right of carriageway 4 wide and variable width (F); A portion of this easement can be extinguished when the road is dedicated.
- Right of carriageway 6 wide and variable width (G); This easement can be extinguished when the road is dedicated.
- Easement for underground power cables 1 wide (H); A new easement will need to be created over the relocated power supply and parts of the existing easement extinguished.
- The easement for underground power (H) on the draft DP should be clear of the eastern boundary fence line of Lot 235 unless it is a dedicated reserve.
- Easement for drainage of sewer 4, 5 wide and variable width (J); Easement to remain.

The draft DP will need to be modified in accordance with the above requirements and the DP should not be registered until the relocation and modification of Hunter Water assets, including access road changes to Thornton 6 WWPS have been completed. Prior to submission of the draft DP to Hunter Water for execution, you will need to provide a surveyed 'redline plan' showing the location of Hunter Water assets within the easements.

#### **Works Requirements**

##### ***Major Works Required***

You need to complete [Routine Major Works](#) for your application.

Water:

- Extend watermain from the existing 150mm watermain in Honeymyrle street connecting to the 300mm watermain in Thomas Coke Drive.
- Provide each lot with a water service.

Sewer: The development site is located in two wastewater pumping station catchments:

- Thornton 2 Wastewater Lift Station (WWLS); and
- Thornton 6 WWPS.

Thornton 2 WWLS has available capacity for only 4 lots with the balance of capacity available in Thornton 6 WWPS.

Please note, Thornton 2 WWLS is a reimbursable asset and a contribution payment may be required for each connection to this station.

- Extend sewer mains to provide each lot with a sewer point of connection.
- Sewer mains will need to be relocated if Lot 235 is to be zoned residential.

All works are to be designed and constructed under a [Routine Major Works Deed](#).

Your Routine Major Works Deed number is **2022-948/2**.

Subject to approval, a condition will be included on any development consent issued to ensure underground water, sewerage, telecommunications and electrical power services shall be reticulated for each lot in accordance with the service provider's requirements prior to the release of a Subdivision Certificate.

#### **Clause 6.3 – Development Control Plan**

Clause 6.3 of MLEP 2011 requires that a DCP be adopted for an URA prior to issue of any development consent for subdivision. The Thornton North – Government Road Plan was adopted by

Council on 30 October 2008 and is now incorporated into Part F.7 (TNURA) of the MDCP 2011 (refer to DCP section of the report for discussion).

## Clause 7.1 – Acid Sulfate Soils

The development site has been identified as largely "Class 5" within the Acid Sulphate Soils (ASS) Map with a small section of Class 2 (refer to Figure 9 below). Accordingly, the provisions of this clause do apply as earthworks are occurring within the Class 2 area.

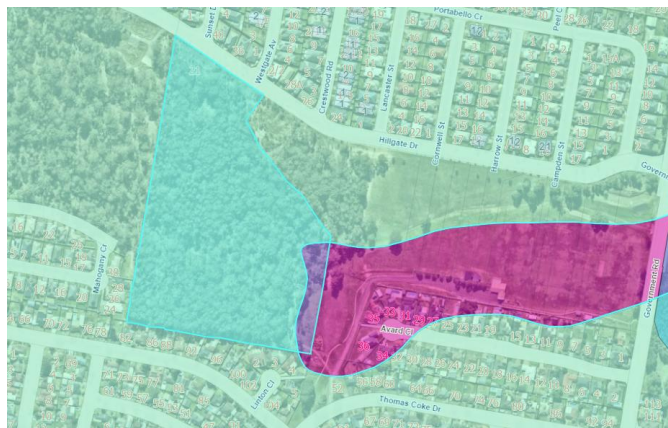


Figure 9 - Acid Sulphate Soils

A condition is recommended for imposition to ensure an Acid Sulphate Management Plan shall be prepared by a suitably qualified geotechnical engineer and approved by the Certifying Authority for implementation of the proposed construction site. This report shall include recommendations on whether any specific remediation works are required.

## Clause 7.2 – Earthworks

The proposed development includes bulk earthworks (refer to Figure 10 below) and lot regrading with a cut to fill balance of 6100m<sup>3</sup>.



Figure 10 – Bulk earthworks plan

Accordingly, the following has been considered as part of the assessment:

*(a) the likely disruption of, or any detrimental effect on, drainage patterns and soil stability in the locality of the development,*

The earthworks have been designed in a wholistic manner in coordination with the stormwater design to ensure there is no disruption or impacts on existing drainage patterns and soil stability. Council's Senior Development Engineer has reviewed the revised plans as acceptable noting onsite grades are gentle and proposed earthworks are minor for this size of subdivision. Appropriate conditions of consent will be included on any development consent issued.

*(b) the effect of the development on the likely future use or redevelopment of the land,*

The earthworks have been designed to facilitate the future development of the proposed lots for residential housing. The proposed subdivision is necessary to facilitate the future development and release of the land for residential purposes within a URA.

*(c) the quality of the fill or the soil to be excavated, or both,*

It is unlikely that fill will be required given the proposed cut/fill balance. However, appropriate conditions will be included on any development consent issued to ensure the quality of any required fill is acceptable.

*(d) the effect of the development on the existing and likely amenity of adjoining properties,*

Subject to the imposition of conditions of consent during the construction phase including the preparation of a Bulk Earthworks Plan and Construction Management Plan, the amenity impacts including noise, dust and traffic on adjoining properties has been assessed as acceptable (refer to further discussion under Section 4.15(1)(b) in the report).

*(e) the source of any fill material and the destination of any excavated material,*

As discussed in (c) above, it is unlikely that fill will be required.

*(f) the likelihood of disturbing relics,*

This issue has been adequately discussed under Clause 5.10 of the MLEP 2011. Appropriate conditions will be included on any development consent issued.

*(g) the proximity to, and potential for adverse impacts on, any waterway, drinking water catchment or environmentally sensitive area,*

Mapped first and second order watercourses traverse the mid portion of the site (refer to Figure 11 below). As the proposed development (location of stormwater basin) occurs within 40 metres of a mapped watercourse, the application was integrated and referred to DPE-W as integrated development requiring a Controlled Activity approval under the Water Management Act 2000. DPE-W issued their revised GTA's on 27 November 2024, which shall be included on any development consent issued for the development.



**Figure 11 – Mapped watercourses**

*(h) any appropriate measures proposed to avoid, minimise or mitigate the impacts of the development.*

Conditions are recommended by various Referral Officers to address potential impacts from the proposed earthworks and will be included on any development consent issued.

In summary, the proposed development is considered to satisfy the requirements contained within Clause 7.2(3) of the MLEP 2011.

#### **Clause 7.4 – Riparian Land and watercourses**

Although the site contains a 1<sup>st</sup> and 2<sup>nd</sup> order watercourse, the site is not mapped as containing watercourse land on the Watercourse Map.

#### **Clause 7.5 – Significant extractive resource**

The site is not mapped as containing a significant extractive resource.

#### ***State Environmental Planning Policies***

**Note 1:** The consolidated SEPP's commenced on 1 March 2022. With no savings and transitional provisions, these new SEPPs apply to the assessment and determination of pending development applications.

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

#### **State Environmental Planning Policy (Planning Systems) 2021**

The proposed development has a capital investment value less than \$30 million (cost of works \$2,495,498) and is therefore not regionally significant development.



## State Environmental Planning Policy (Transport and Infrastructure) 2021

### Chapter 2 Infrastructure

The aim of this Chapter is to facilitate the effective delivery of infrastructure across the State by:

- (a) improving regulatory certainty and efficiency through a consistent planning regime for infrastructure and the provision of services, and*
- (b) providing greater flexibility in the location of infrastructure and service facilities, and*
- (c) allowing for the efficient development, redevelopment or disposal of surplus government owned land, and*
- (d) identifying the environmental assessment category into which different types of infrastructure and services development fall (including identifying certain development of minimal environmental impact as exempt development), and*
- (e) identifying matters to be considered in the assessment of development adjacent to particular types of infrastructure development, and*
- (f) providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing, and*
- (g) providing opportunities for infrastructure to demonstrate good design outcomes.*

The proposed development is considered to support the aims of the chapter as follows:

#### Division 5 – Electricity transmission or distribution

**Clause 2.48** – The application was re-referred to Ausgrid who advised in writing on 20 October 2025 that they require due consideration be given to the compatibility of proposed development with existing Ausgrid infrastructure, particularly in relation to risks of electrocution, fire risks, Electric & Magnetic Fields (EMFs), noise, visual amenity and other matters that may impact on Ausgrid or the development. Ausgrid consent to the development subject to conditions of consent, which will be included on any development consent issued.

#### Division 17 – Roads and Traffic

**Clause 2.118 and 2.119** – The proposed development is not on a classified road and does not have frontage to a classified road.

**Clause 2.122** – The application is not Traffic-generating developing under Schedule 3 (Traffic generating development to be referred to Transport for NSW (TfNSW)) of the SEPP as less than 200 lots proposed and not within 90m of any connection to a classified road.

## State Environmental Planning Policy (Biodiversity and Conservation) 2021

This Policy commenced on 1 March 2022.

### Chapter 2 – Vegetation in non rural areas

This Chapter applies to land zoned R1 General Residential. The proposed development includes clearing vegetation to accommodate the future residential subdivision, which exceeds the minimum biodiversity offset scheme (BOS) threshold applying to any part of the land (less than 0.25 ha in this case). The land is not identified on the Biodiversity Values Map. Refer to Biodiversity Conservation Act 2016 for further discussion.

**Chapter 3 – Koala habitat protection 2020**

This Chapter does not apply to the R1 zone.

**Chapter 4 – Koala habitat protection 2021**

The aim of this Chapter is *"to encourage the conservation and management of areas of natural vegetation that provide habitat for koalas to support a permanent free-living population over their present range and reverse the current trend of koala population decline"*.

SEPP (Koala Habitat Protection) 2021 applies to all LGA's listed in Schedule 1 of the SEPP. Maitland LGA is identified and this Chapter of the SEPP therefore applies.

The SEPP requires that development be consistent with an approved Koala Management Plan (KMP) that applies to the site, or where there is no such plan, make an assessment as to whether it is likely to have any impact on koalas or koala habitat.

An approved KMP does not apply to the site. Accordingly, the submitted Biodiversity Development Assessment Report (BDAR), prepared by Biosis, has addressed koala habitat and notes that although the subject site contains four Koala use tree species listed under Schedule 3 of the SEPP (Biodiversity and Conservation) 2021, the subject site has not been assessed as containing core Koala habitat as:

- The subject land has not been assessed as being highly suitable Koala habitat nor were Koala present at the time of assessment.
- The subject land has not been assessed as being highly suitable Koala habitat nor have Koala been recorded on the subject land in the last 18 years.

One previous record of Koala occurs more than four kilometres from the subject land, no Koalas have been recorded within the subject land and the habitat is deemed marginal for Koala. Therefore, no further assessment under Chapter 4 of the SEPP (Biodiversity and Conservation) 2021 is required.

**State Environmental Planning Policy (Resilience and Hazards) 2021****Chapter 2 – Coastal Management**

The site is not mapped as containing coastal wetlands or littoral rainforest areas, coastal vulnerability areas, coastal environment areas or coastal use areas. Therefore, this Chapter does not apply.

**Chapter 4 – Remediation of Land**

This policy requires consideration to be given to previous uses on site and whether the site needs to be remediated for future uses. Clause 4.6(1) of the SEPP (Resilience and Hazards) 2021 requires that where land is contaminated, the determining authority must be satisfied that the land is suitable in its contaminated state or will be suitable after remediation for the purpose for which the development is proposed.

Clause 7 in the SEPP requires Council to consider whether the land has the potential to be contaminated from past land practices before development consent can be issued.

The originally submitted Preliminary Site Investigation Report, prepared by Douglas Partners, dated 1 June 2004, prepared to support the rezoning identified the following:

### 7.7 Potential Contaminants

The results of the preliminary contamination assessment generally indicated the absence of actual or potential gross contamination.

The results of the assessment, however, has indicated the following localised areas which will need to be addressed for future development with respect to potential contamination.

- Localised fill stockpiles located within the north-eastern quarry and in the south-eastern portion of the site may contain a range of potential contaminants including hydrocarbons, PCB's, PAH's, pesticides and heavy metals;
- Fill also observed within the backfill of the timber retaining wall and within the partially filled disturbed area in the south-east corner of the site may also contain a range of potential contaminants;
- Localised surface hydrocarbon and heavy metal impact may have occurred beneath car wrecks or within the quarries/tracks from earthmoving equipment.

The potential contaminant areas above are generally localised and can be readily addressed prior to development.

The potential for site contamination from adjacent land uses is likely to be low, due to the general absence of potentially contaminating activities.

Further investigations will be required to address localised areas identified to contain potential contamination prior to development.

A Detailed Site Investigation (DSI) Report was prepared to support Stage 1. However, the stockpiles and fill areas located in the south-eastern portion of the site relate to Stage 2, the subject of this application. Accordingly, the applicant has submitted a DSI, dated 6 November 2025, prepared by Qualtest Laboratory Pty Ltd, which relates to Stage 2.

Sampling and analysis of soils in each AEC was carried out to assess whether contamination was present. Samples were collected below selected waste materials (wastes with the potential to cause contamination) and the disturbed area in the south eastern portion of the site was assessed in accordance with the NSW EPA (2022) Contaminated Land Guidelines: Sampling Design Part 1 – Application.

The laboratory results reported concentrations of contaminants of concern below the adopted criteria, with the exception of lead and TRH contamination beneath an oil drum observed on the site (SS05). The waste materials observed across the site and fill material in TP04 and TP06 from approx. 1.0m to 2.0m bgs, was also considered to be aesthetically unsuitable.

The Conceptual Site Model (CSM) indicated that a complete exposure pathway exists for human receptors, due to lead and TRH contamination identified in SS05, and that waste materials observed on the site and fill material containing anthropogenic waste (TP04 and TP06) will require management for aesthetics.

Based on the results of the DSI it is considered the site can be made suitable for the proposed residential subdivision, with the following recommendations:



- Preparation and implementation of a Remediation Action Plan (RAP) will be required to outline the removal and remediation of the identified contamination, including waste materials.
- Preparation of a Validation report, following remediation works.
- Preparation of an Unexpected Finds Procedure (UFP) to be included in the Construction Environmental Management Plan, and implemented during earthworks.

Provided the recommendations made within this report are implemented, it is considered that the site could be rendered suitable, from a contamination point of view, for the proposed residential land use.

In summary, subject to the imposition of standard conditions of consent, the proposed development is considered suited to its intended use as a residential subdivision.

**Biodiversity Conservation Act 2016**

The Biodiversity Conservation Act (BCA) 2016 came into force on 25 August 2016, repealing the Threatened Species Conservation Act 1993. The purpose of this Act is to maintain a healthy, productive and resilient environment for the greatest well-being of the community, now and into the future, consistent with the principles of ecologically sustainable development.

BCA 2016 establishes a hierarchy for dealing with the impact of development on biodiversity values, firstly by way of avoidance of impacts, secondly by minimisation of them and lastly for offsets as the last resort.

In accordance with the provisions of the *BCA 2016 and Biodiversity Conservation Regulation 2017*, there are a number of triggers for an assessment under the Biodiversity Offset Scheme (BOS) and preparation of a BDAR:

1. Located on the Biodiversity Values (BV) Map

**Comment:** The site is not identified on the BV Map.

2. Exceeds the area clearing threshold

**Comment:** The minimum lot size associated with the proposed development (zoned R1) is 450m<sup>2</sup>. The threshold for clearing is as follows:

Minimum lot size associated with the property	Threshold for clearing, above which the BAM and offsets scheme apply
Less than 1 ha	0.25 ha or more

The proposed development will directly impact approximately 2.39 ha of native vegetation (refer to Figure 12 below, which depicts the hatched area to be cleared). The BOS therefore applies and accordingly the applicant has prepared a revised BDAR, version 2, dated 9 September 2025, prepared by Biosis.

The direct impact arising from the proposed development include:

- Removal of 2.37 hectares of moderate condition PCT 1592 consistent with Lower Hunter Spotted Gum - Ironbark Forest in the Sydney Basin Bioregion EEC listed under the BC Act.
- Removal of 0.02 hectares of moderate condition PCT 1598 consistent with Hunter Lowland Redgum Forest in the Sydney Basin and New South Wales North Coast Bioregions (BC Act, EEC) and River-flat Eucalypt Forest on coastal floodplains of southern NSW and eastern Victoria (EPBC Act, CEEC).
- Removal of a total of 2.39 hectares of native vegetation providing foraging resources for threatened fauna.
- Removal of 34 hollow-bearing trees providing potential nesting for Brush-tail Phascogale, and/or roosting for microbats.



Figure 12 – Development footprint

Council's Ecologist has reviewed the revised BDAR and advised the following:

*"The proposal is not supported as it fails to satisfy the minimum provisions of the Biodiversity Conservation Act 2016 and does not meet the objectives of the C3 Environmental Management zone under the MLEP 2011. Despite some amendments, the detention basin continues to encroach substantially into C3-zoned riparian land, resulting in the permanent loss of riparian vegetation and impacts on a second-order stream, loss of land supporting high biodiversity values within Council's Green and Blue Grid, adverse effects on areas with special ecological values, and potential for increased risk of future impacts on avoided R1-zoned land. The siting of stormwater infrastructure within conservation-zoned rather than residential-zoned land represents a fundamental failure to demonstrate reasonable avoidance. Further, by requiring the removal of threatened ecosystems and habitat within the C3 zone, the proposal fails "to protect...areas with special ecological...values" and instead has "an adverse effect on those values" (Objectives of Zone C3, MLEP 2011). For these reasons, the application is not supported.*

#### Assessment

##### Biodiversity Conservation (BC) Act 2016

*The proposal triggers the Biodiversity Offset Scheme under the Biodiversity Conservation Act (BC) Act 2016 due to exceeding the area clearing threshold. The applicant has submitted a Biodiversity Development*

Assessment Report (BDAR), finalised BAM Calculator (BAM-C) reports and added Council as a case party in BOAMS. This provides sufficient information to assess the proposed development in accordance with the requirements of the BC Act and Biodiversity Assessment Method (BAM) 2000.

### **Native Vegetation**

The BDAR has determined residual impacts to two plant community types (PCT), which include 1592 Spotted Gum – Red Ironbark – Grey Gum Shrub – Grass Open Forest of the Lower Hunter and 1598 Forest Red Gum grassy open forest on floodplains of the lower Hunter, both of which comprise part of BC Act listed threatened ecological communities (TECs). In total, the proposed development will result in removal of 2.39 hectares of native vegetation including 33 hollow-bearing trees, resulting in an ecosystem credit requirement of 53 credits (Table 1).

Identification of and impacts to native vegetation, TECs and vegetation integrity have been appropriately assessed in accordance with the Biodiversity Assessment Method (BAM) 2020.

PLANT COMMUNITY TYPE	IMPACT AREA (HA)	THREATENED ECOLOGICAL COMMUNITY	TOTAL ECOSYSTEM CREDITS REQUIRED
1592-Spotted Gum - Red Ironbark - Grey Gum shrub - grass open forest of the Lower Hunter	2.37	Yes	52
1598-Forest Red Gum grassy open forest on floodplains of the lower Hunter	0.02	Yes	1
<b>Total</b>	<b>2.39</b>		<b>53</b>

**Table 1**

### **Threatened Species**

The BDAR identified twenty-nine ecosystem species and twenty-six species credit species for assessment. Seventeen predicted species credit species have been excluded from assessment based geographic limitations, habitat constraints or vagrancy.

Justification for the exclusion of potential candidate species is supported.

The presence of threatened species was assessed through targeted surveys. Three threatened species—the varied sittella, yellow-bellied sheath-tailed bat, and little bent-winged bat—were recorded within the subject land during targeted surveys. These species are classified as ecosystem credit species for their foraging habitat within the site and impacts to this habitat will be offset through the provision of ecosystem credits. A further two threatened fauna species, masked owl and brush-tailed phascogale were recorded outside the subject land but within the broader project locality, in well-connected vegetation and were therefore assumed present within the subject land.

Targeted surveys were conducted in accordance with the BAM (2020) and conclusions of the threatened species assessment are supported.

No SAI species Conclusions of the SAI assessment are supported. It is considered that no serious and irreversible impact is likely to be triggered for this species as a result of the proposal.

In total, the application will require the retirement of 106 species credits (Table 2).

IMPACTED SPECIES CREDIT SPECIES	NUMBER OF SPECIES CREDITS
<i>Phascogale tapoatafa</i> / Brush-tailed Phascogale	53
<i>Tyto novaehollandiae</i> / Masked Owl	53
Total	106

Table 2

### Avoid and Minimise

Demonstrable exploration of reasonable avoid and minimise measures on developable land is required to meet the avoid and minimise provisions of the BAM and BC Act.

On 25 June 2025, Council reviewed the applicant's proposed avoidance and minimisation measures and found them insufficient to satisfy the provisions of the Biodiversity Conservation Act 2016. Council advised that, at a minimum, the extent of Asset Protection Zone (APZ) overlap with C3 zoned land should be reduced and the basin redesigned to avoid both hollow-bearing trees and encroachment into the C3 zone.

While the applicant reduced the APZ and relocated the basin away from hollow-bearing trees, the basin continues to encroach substantially into the C3 zone, which forms part of a riparian corridor and Council's Green Blue Grid. This decision results in impacts that could have been reasonably avoided, including:

- Permanent loss of riparian vegetation and adverse impacts on a second-order stream.
- Loss of land supporting high biodiversity values within Council's Green and Blue Grid.
- Adverse impacts on "areas with special ecological values," in direct contradiction to the objectives of the C3 zone.
- Increased risk of future impacts on the avoided R1 zoned land should it be developed under a future DA, unless an 88B restriction is imposed.

Given the proposal's development footprint currently would result in the loss of 2.4 hectares of highly sensitive environmental land supporting threatened biodiversity, the decision to locate stormwater infrastructure within riparian, conservation-zoned rather than residential-zoned land constitutes a fundamental failure to demonstrate reasonable avoidance. The proposal therefore does not satisfy the minimum provisions of the Act.

### Indirect and Prescribed Impacts

The BDAR provides a comprehensive assessment of potential indirect and prescribed impacts arising from the project. Where such impacts are considered likely, the applicant has generally provided an accurate assessment and proposed appropriate mitigation measures. However, the assessment of "loss of breeding habitats" is incorrect, stating that only nine hollow-bearing trees would be removed when, in fact, 34 hollow bearing trees—many containing multiple hollows—will be lost. To address this discrepancy and mitigate impacts on threatened hollow-dependent species assumed present on site, the Conditions of Consent will require the applicant to offset the loss through the installation of artificial hollows at an appropriate ratio.

### Environment Protection and Biodiversity Conservation (EPBC) Act 1999

*The applicant prepared a preliminary assessment which concluded that no actions associated with the proposal are likely to have a significant impact on a Matter of National Significance. The proposal therefore does not require referral under the EPBC Act. The extent of impacts in Matters of National Significance have been appropriately assessed in accordance with the EPBC Act.*

**Fisheries Management (FM) Act 1994**

*The FM Act 1994 does not apply to this proposal as there is no key fish habitat present on site, and no threatened fish or other aquatic species listed under the FM Act or the EPBC Act are known or considered likely to occur within the subject land.*

**Water management (WM Act) Act 2000**

*Given the proximity to the waterway within the retained riparian vegetation, it is understood that a Controlled Activity Approval (DPE 2022) will be required. A Vegetation Management Plan will be required to manage impacts to the riparian corridor.*

**SEPP (Biodiversity and Conservation) 2021 - Chapter 4: Koala Habitat Protection 2021**

*The BDAR included an assessment of koalas and their habitats in accordance with SEPP (Biodiversity and Conservation) 2021. It concluded though the subject land contains four koala use tree species listed under the SEPP, it is not considered to be Core Koala Habitat. The applicant has accurately applied the provisions of Chapter 4 of the Biodiversity and Conservation SEPP 2021 and no further consideration is required.*

**Coastal Management (CM) Act 2016 and SEPP (Resilience and Hazards) 2021**

*The subject land is not within a 'coastal zone' as defined by Section 5 of the CM Act, therefore the provisions of the CM Act and Resilience and Hazards SEPP do not apply to this project.*

**Biosecurity Act 2015**

*Five Priority Weeds for Hunter Region (which includes the Maitland LGA) were recorded in the subject land. Appropriate weed control measures have been included within the recommended conditions of consent to limit their potential of spread.*

**Maitland Local Environmental Plan (MLEP) 2011**

**Zone Objectives**

*While stormwater infrastructure such as detention basins may be permitted on any land under subdivision consent (Clause 2.6, MLEP), Council must ensure the proposal aligns with zone objectives.*

*The applicant was advised by email on 25 June 2024 that siting a drainage basin in the C3 zone is not in line with zone objectives and should be redesigned.*

*Despite this, the final application proposes a detention basin almost entirely within C3 land resulting in loss of vegetation commensurate with two endangered ecological communities and removal of threatened species habitat for three fauna species.*

*By requiring the removal of threatened ecosystems and threatened species habitat within the C3 zone, the proposal fails “to protect...areas with special ecological...values” (Objectives of Zone C3, MLEP 2011) and has “an adverse effect on those values” (Objectives of Zone C3, MLEP, 2011). Accordingly, the proposal fails to meet the objectives of the C3 zone.*

### **Conclusion**

*The application fails to satisfy the minimum avoid and minimise provisions of the Biodiversity Conservation Act 2016 and does not meet the objectives of the C3 Environmental Management zone under the MLEP 2011. While Recommended Conditions of Consent are included, they do not adequately mitigate all impacts and are provided solely in the event that Council resolves to support the application. Their inclusion does not imply support for the application, which is not supported by the author”.*

**Planning comment:** Respectfully, Council's Assessing Officer does not concur with Council's Ecologist for the following reasons:

- The southern portion of the site has been rezoned R1 General Residential for residential purposes to accommodate housing. The original rezoning explored biodiversity, which informed the resulting zoning outcomes.
- The proposed subdivision represents a logical extension of the adjoining subdivision to the west and supports the objectives of the R1 zone (refer to zoning discussion in the LEP discussion of the report);
- The proposed development is generally consistent with the Concept Approval (DA/2011/932) granted by Council (refer to relevant history);
- The proposed development is consistent with the Thornton North Area Plan and Thornton North – Government Road Precinct (refer to DCP section of the report);
- The proposed works within 40m of a watercourse are supported by DPE-W. GTA's have been issued (refer to integrated development);
- The applicant proposes to dedicate the drainage / public reserve lot (Lot 236) to Council, which is zoned C3 Environmental Management and forms part of a Sub-Regional Biodiversity Corridor within Council's ESS and part of the blue green grid. Dedication of this land will enable protection of the corridor, which aligns with the Maitland ESS Target to 1.1 Deliver Functional Biodiversity Corridors. If left in private ownership, the site is likely to be affected by ongoing degradation. In taking on ownership of this natural asset, Council can manage the land to provide ongoing positive environmental outcomes within the TNURA.
- The applicant has attempted to avoid and minimise before offsetting, which respects the hierarchy established by the BC Act 2016 and reinforced by the Land and Environment Court in recent case law.
- The applicant has amended their scheme to:
  - Relocate the basin design to avoid hollow bearing trees in the C3 zoned land.
  - Increase BAL leaves to avoid APZ's extending into the C3 zone (outside of the road and road reserve).
  - Lot layout redesign and portion of R1 General Residential zoned land utilised for the basin.
  - Batters steepened on Honeymrtle Street to mitigate/reduce impact footprint on C3 zoned land.
  - Dense planting of batters and basin in accordance with the proposed landscaping plans.
  - Reduced APZ on the development where feasible in consultation with the bushfire consultant.

Whilst the removal of 2.39 ha of native vegetation is not to be taken likely, for the reasons provided above, Council's Assessing Officer recommends approval subject to the imposition of appropriate biodiversity conditions, which have been included within the draft conditions of consent contained within Attachment 4 of the Council report. This includes:

- Ecosystem credit retirement by payment to the Biodiversity Conservation Fund (BCF);
- Species credit retirement by payment to the BCF;
- Preparation of a detailed Biodiversity Management Plan (BMP);
- Artificial hollow installation and monitoring;
- Preparation of a Vegetation Management Plan (VMP);
- Security for the VMP;
- Implementation and monitoring of the VMP; and
- Clearing strategy implementation.

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

No issues are identified relating to the following Draft State Environmental Planning Policies:

- Draft Environment SEPP;
- Draft Remediation of Land SEPP.

**Draft Maitland Local Environmental Plan 2011**

The application was lodged well before the exhibition (5 June to 18 July 2024) and gazettal of Maitland Local Environmental Plan – Amendment No.38 on 28 March 2025. Savings provisions therefore apply.

**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 as detailed in the below table:

- Part A – Administration*
- Part B – Environmental Guidelines*
- Part C.10 – Subdivision Design Guidelines*
- Part F.7 – Thornton North Urban Release Area (TNURA) - Thornton North – Government Road Precinct*

<b>Part A – Administration</b>
<b>A.4 Community Participation</b>
The original proposal was publicly notified/advertised for a period of 28 days from 28 August to 26 September 2019 in accordance with the Act, Council's Community Participation Plan (CPP) and MDCP 2011 with one submission received during the exhibition period.



A revised scheme, now superseded, was publicly notified/advertised for a period of 28 days from 22 June to 19 July 2022 with one submission received.

A revised scheme, now also superseded, was publicly notified/advertised for a period of 28 days from 19 November to 16 December 2024 with no submissions received.

The most recent development scheme (Revision O), the subject of this assessment, was not re-exhibited given the revised scheme differs only in minor respects from the previously notified scheme and does not result in a greater environmental impact. This is consistent with Council's CPP and MDCP 2011.

Submissions are discussed under Section 4.15 (1)(d) of the report.

#### Part B – Environmental Guidelines

Section	Comments
B.5 Tree and Vegetation Management	Refer to BC Act 2016 discussion in body of report.
B.7 Environmentally Sensitive Land	<p><b>Watercourse</b> – Two watercourses traverse the site, which are mapped. As the proposed stormwater basin occurs within 40 metres of a mapped watercourse, the application was referred to the DPE-W as integrated development requiring a Controlled Activity approval under the Water Management Act 2000. As discussed elsewhere in this report, DPE-W have issued their GTA's, which will be included on any development consent issued.</p> <p><b>Flooding</b> – The site is not mapped as containing flood prone land.</p> <p><b>Biodiversity</b> - Refer to BC Act 2016 discussion in body of report.</p> <p><b>Bushfire</b> – Refer to Section 4.15 (1)(b) of the report below.</p> <p>The proposed development is considered to generally support the controls contained within B.7 of the DCP.</p>

#### Part C – Design Guidelines

##### C.10 – Subdivision

###### Note:

- Torrens Title Subdivision proposed.
- The proposed development is considered to support the objections contained within the subdivision chapter.
- Specific development controls relating to the Thornton North URA are discussed under Chapter F.7 –TNURA. General development controls relating to subdivision (where relevant) are discussed below.

Section	Comments
Design Elements	
EC.1 Flora and Fauna	Refer to BCA 2016 discussion in body of report.
EC.2 Heritage and Archaeology	Refer to Clause 5.10 of MLEP 2011.
EC.3 Hazards	Bushfire – The land is mapped as bushfire prone land. The NSW RFS issued their revised GTA's on 28 May



	<p>2025. This issue is further addressed within the site suitability section of this report.</p> <p>Flooding – The site is not mapped as flood prone lane.</p> <p>Land slip – The site is not subject to landslip and a slope stability report is not required.</p> <p>Contamination – This issue is adequately discussed under the SEPP (Resilience and Hazards).</p> <p>Geotechnical – Refer to Clause 7.1 of MLEP 2011.</p>
<b>DC.1 Lot size and dimensions</b>	
Objective - All proposed new lots have a size and shape appropriate to their intended residential use, and to allow for the provision of necessary services and other requirements.	
<b>Minimum lot size</b>	This has been adequately discussed under Clause 4.1 of MLEP 2011. All new lots are of a size and shape suitable for their intended residential use. A range of proposed lot sizes will promote housing diversity.
<b>Lot boundaries should follow natural features such as watercourses and ridges to minimise the potential for soil erosion</b>	The proposed road pattern and alignment has been informed by the existing subdivision and road layout to the west, zoning boundaries, a first and second order watercourse, Sub-Regional Corridor and biodiversity. The continuation of Honeymyrtle Street provides a continuous road network. To comply with Planning for Bush Fire Protection 2019 and provide a secondary access, Honeymyrtle Street has been continued through A&D Lawrence Oval. This has resulted in a reclassification of land from Community to Operational land.
<b>Lot boundaries should take account of any requirement for screening or buffering from adjoining land uses.</b>	The stormwater basin will be appropriately landscaped. No other screening or buffering required.
<b>Lot size and dimensions are to be suitable for the existing or proposed use, including any requirement for building envelopes, ancillary buildings, farm dams, access, parking, landscaping, solar access, provision of services and/or other requirements.</b>	<p>The proposed lot sizes achieve the minimum lot size for the R1 zone, provide for a mix of lot sizes, which promotes housing diversity, and are considered to be suitable for their future residential use.</p> <p>The applicant has amended their scheme to provide 3 cul-de-sacs off Honeymyrtle Street. As discussed elsewhere in this report, this was unavoidable due to requirements to comply with Planning for Bush Fire Protection 2019.</p> <p>The proposed allotments are generally rectangular in shape. However, due to the cul-de-sac arrangements, 6 lots (204, 207, 215, 218, 227 and 230) are proposed with access handles, which provide access to one single lot and comply with the minimum width of 4m. These lots are larger in size to account for the access handles. Building envelopes of 10m by 15m can easily be</p>

	<p>accommodated on these larger lots and the 4m access handle enables services to be accommodate and adequate frontage for waste collection. A condition of consent will be imposed to ensure no dual occupancy (detached or attached) are permitted on Lot 204, 207, 215, 218, 227 and 230.</p> <p>With the exception of the above-mentioned lots, all proposed allotments have adequate frontage to the road (comply with minimum frontage of 12.5m or 10m chord length around sharp bends and cul-de-sacs) and depth to accommodate a variety of future dwelling types.</p>
In assessing the re-subdivision of an existing lot, Council will have regard to the circumstances and planning rationale that formed the basis for the creation of the parent lot.	N/A
Subdivision proposals must not conflict with the requirements of any existing approvals	The proposed subdivision is consistent with the adjoining approval to the west and Concept Approval.
When calculating lot size area where battle axe or hatchet shaped allotments are permitted, the area of the access handle is to be excluded from the area calculation.	Compliance achieved for the hatchet shaped allotments.
<b>Specific Controls – Residential</b>	
Access handles must have a minimum width of 3.5m for single lots. No more than 2 lots may be serviced by a reciprocal RoW	Compliance achieved.
Range of lot sizes	The proposed development provides for a range of lot sizes which will promote housing diversity.
A suitable building envelope with minimum dimensions of approximately 15m by 10m shall be provided behind the building line.	Can be achieved.
<b>DC.2 Solar access and energy efficiency</b>	
80% of new lots are to have 5 star solar access and the remainder a 3 or 4 star rating.	Overall, the size, orientation, and shape of the lots are sufficient to ensure that future dwellings can receive adequate solar access to future habitable living areas and private open space through the implementation of good design. Sufficient solar access is achievable on the proposed allotments.
Lot sizes are to reflect reasonable consideration of the impact of topography, aspect and other constraints so as to maximise solar access.	
Where possible lots should be orientated to provide one axis within 30 degrees east and 20 degrees east of true solar north	
Where a northern orientation of the long axis is not possible, lots should be wider to allow private open space on the northern side of the dwelling.	
Proposals for street planting are to take account of the potential for shading, provision of adequate solar access to dwellings, and if necessary, protection from winter winds.	Street planting is dictated by the road design, however they are not expected to create any issues for solar access.

	With the exception of the battle axe allotments, each lot features a frontage of which can adequately accommodate a street tree and future driveways.
<b>DC.3 Drainage, water quality and soil erosion</b>	
In summary, the revised stormwater design is supported by Council's Senior Development Engineer subject to appropriate conditions of consent. Water quality has been provided however a full size OSD basin was considered too great of an environmental impact on the C3 zoned land. As such, management waived the requirement given that the basin was close enough to bottom of the catchment.	
All trunk drainage is to be located in publicly owned land, open space land or an appropriate easement.	The basin is to be dedicated as public drainage reserve.
Where drainage impacts cannot be limited to pre-development stormwater levels, by retention or other approved methods, drainage easements will be required.	The submitted stormwater plan is considered adequate for DA purposes. The basin will cater for both quality and quantity. Appropriate erosion and sediment control conditions are recommended for imposition.  Easements will be created over IAD and basin outlets.
Where site topography in new residential subdivisions prevents discharge of storm water directly to the street gutter or a Council controlled pipe system, inter allotment drainage should be provided to accept run off from all existing or future parcels of land.	The concept engineering plans show inter-allotment drainage. Appropriate easements will be provided on all rear-draining lots.
Where inter-allotment drainage is required, easements having a general width of 1.5m are to be identified on plans submitted.	IAD has been limited before connecting into the street drainage system and 1.5m wide.
A soil and water management plan should be prepared by a qualified practitioner with the aim of minimising erosion and maximising the quality of any water leaving the site.	A condition has been recommended for imposition to ensure a Soil and Water Management Plan is submitted to Council for approval prior to issue of a SWC.
<b>DC.4 Landscape, streetscape &amp; visual impact</b>	
Existing landscape and streetscape character should be maintained and enhanced through retention of existing vegetation, provision of additional landscaping.	The development includes the following landscaping: <ul style="list-style-type: none"><li>• Street tree plantings;</li><li>• Landscaping of the basin;</li></ul> The proposed landscape and streetscape character is consistent with existing development within the Thornton North URA.
Submission of a landscape plan will be required for residential and rural residential subdivisions indicating the location of street trees and any other required landscaping.	Landscape plans have been submitted with the application, which include street tree planting along all proposed roads and landscaping within the basin. These plans are generally considered acceptable. More detailed plans will be required for approval with the SWC.
The developer will also be required to submit a detailed landscape plan for all reserve areas incorporating fencing details.	
<b>DC.5 Effluent Disposal</b>	
All new residential, industrial and commercial lots are to be connected to a reticulated sewerage system.	All lots will be connected to a reticulated sewer system. Subject to approval, a condition will be imposed to ensure this is the case.

DC.6 Roads & access, pedestrian & cycleways – Specific Controls	
<ul style="list-style-type: none"> <li>In summary, road types / widths are consistent with DCP and MOES.</li> </ul>	
Public road access is required to all new lots in a Torrens Title subdivision	Complies - All proposed lots have frontage to future proposed public roads.
Street block lengths shall be a maximum length of: <ul style="list-style-type: none"> <li>180m desirable - 250m maximum for local streets;</li> <li>180m for residential streets running parallel against truck roads</li> <li>Generally 70m deep for residential</li> </ul>	The revised scheme results in three cul-de-sacs off Honeymyrtle Street. This was to achieve compliance with Planning for Bush Fire Protection 2019. The street block length control is therefore not applicable.
A network of constructed footpaths and cycleways will be required in all residential subdivisions, located, designed and constructed in accordance with Council's MoES and in view of streets wherever possible.	The proposed engineering plans show a network of constructed footpaths in accordance with the DCP and MOES, which connect to existing footpaths and improve pedestrian connections through A&D Lawrence Oval.
Cul-de-sacs and pedestrian laneways shall be avoided, where unavoidable cul-de-ac should be less than 200m in length and able to see the end bulb from the intersection. Greater lengths will require increased road widths and bulb radius.	As detailed above, the cul-de-sacs were unavoidable and are less than 200m in length.
Particular attention should be paid to pedestrian links to schools with regard to their width, lighting and appropriateness of landscaping and related safety issues.	N/A
The road, footpath and cycleway network should facilitate walking and cycling throughout neighbourhoods and provide links to schools, community facilities and other activity centres.	Refer to above comments.
Access ways to hatchet shaped or battle axe lots will serve a max of 2 lots.	Proposed access ways serve one lot only.
DC.7 Crime prevention – Safer by Design	<p>The proposed development achieves compliance with the principles of CPTED.</p> <p>All lots have frontage to future public roads. Proposed battle axe allotments serve one lot only.</p> <p>The proposed subdivision pattern is regular and provides for good way finding.</p> <p>The development proposes clear sightlines between public and private spaces.</p> <p>The submitted landscape plan will provide for street trees to provide shading, while maintaining opportunities for surveillance.</p>

	<p>The proposed lot layout provides for lots which will have future development facing outwards towards public areas to provide further natural surveillance.</p> <p>Conditions will be included on any development consent issued to ensure that appropriate street lighting is installed within the development.</p>
<p><b>DC.8 Site Filling</b></p> <p>The primary objective of the control is to ensure the environmental impact of the site fill is properly assessed.</p> <p>Earthworks require development consent unless exempt or complying development. Earthworks including site filling</p>	<p>This issue has been adequately discussed under Clause 7.2 (Earthworks) of the MLEP 2011.</p> <p>The submitted site regrade plans shows grades onsite are gentle and proposed earthworks is minor for this size of subdivision. Appropriate conditions have been included to manage the construction phase (eg. truck movements, dust and noise).</p>
<b>DC.9 Reticulated services</b>	Consistent. Connection to reticulated systems is proposed. Standard conditions requiring the connection will be placed on any consent issued.
<b>IC.1 – Entry Features</b>	N/A
<b>IC.2 – Street Names</b>	The road naming process can be a condition of consent.
<b>IC.3 – House/Lot numbering</b>	Subject to a condition of consent.
<b>Part F – Urban Release Areas</b>	
<b>F.7 – Thornton North Urban Release Area</b>	
<b>1.1 Staging Plan</b>	The objectives of the control are satisfied.
<b>Staging Plan</b>	Complies – The proposed subdivision is located within Stage 2 of the Thornton North staging plan and corresponds with the sequencing of land identified in Figure 31 to provide for the timely and efficient release of urban land.
<b>1.2 Transport and Movement</b>	The objectives of the control are satisfied.
<p>Each Precinct Plan is to include an overall transport movement hierarchy showing the major circulation routes and connections.</p> <p>The overall movement hierarchy for each Precinct Plan should be generally consistent with the Figure 30.</p> <p>The overall pedestrian and cycleway links should be generally consistent with the Figure 30.</p>	Refer to specific precinct plan discussion below.
<p>The primary access for residential development in Stage 1 of the Thornton North URA is to be provided off Raymond Terrace Road or Government Road</p> <p>A perimeter road (with development on one side only) shall be provided around the edge of the Thornton North URA where it adjoins flood prone land.</p>	<p>Not applicable as this portion of the site does not adjoin Raymond Terrace Road as is located within Stage.</p> <p>A perimeter road with development on one side only has been provided around the edge of TNURA bushfire risk. The site is not affected by flooding.</p>

Perimeter roads should also be used adjacent to open space, and areas of high bushfire risk and visual significance.	The proposed perimeter road is adjacent to the C3 zoned land.
No new lot shall have direct vehicular access to Raymond Terrace Road, Government Road or McFarlanes Road.	N/A
Subdivisions adjacent to main roads such as Raymond Terrace Road should orientate allotments and dwellings to face the main road, with suitable internal roads providing access, and suitable landscaping separating the allotment boundaries and main road.	N/A
<b>1.3 Overall Landscaping Strategy</b>	The objectives of the control are satisfied.
Landscaping will be required on land adjacent to major intersections, all collector roads, the main north/south Boulevard, Raymond Terrace Road and Government Road.	Not applicable as this portion of the site does not adjoin Raymond Terrace Road.
The overall landscaping strategy shall provide for a minimum of 10 metres of landscape buffering to Raymond Terrace Road, Government Road and McFarlanes Road (see Figure 1)	
The overall landscaping strategy shall provide a minimum of 5 metres of landscaping adjoining Timberlane Estate, within the 15 metre 'no development' buffer.	
The overall landscaping strategy shall provide extensive tree planting to the wetland edge, with visual breaks where streets terminate in views to the wetlands.	N/A
Subdivision and housing design is to take advantage of significant and attractive views overlooking the surrounding rural lands by orienting streets and locating public space to capture views.	The lots facing the C3 zoned land have been orientated to take advantage of the environmental setting.
<b>1.4 Passive and Active Recreation Areas</b>	
The network of passive and active recreational areas should be provided generally in accordance with Figure 30 and the associated Section 94 Contributions Plan.	N/A
<b>1.5 Stormwater and Water Quality Management</b>	The objectives of the control are satisfied.
Controls 1 to 19 inclusive	Stormwater and water quality has been adequately discussed above.
<b>1.6 Amelioration of Natural and Environmental Hazards</b>	The objectives of the control are satisfied.
Subdivision design and lot layout must ensure that any future residential housing will not be adversely affected by noise or vibrations, particularly from quarry operations, the railway line and traffic along Raymond Terrace Road and Government Road.	The quarry is no longer in operation and was redeveloped as part of stage 1 of the Concept Approval.
Independent acoustic and vibration reports shall be submitted with Precinct Plans and	An Acoustic Report is not required for this development.

Development Applications for subdivision identifying potential impacts and mitigating measures.	
<b>1.7 Key Development Sites</b>	The objectives of the control are satisfied.
Precinct plans are to include detailed urban design controls for key development sites	This site is identified as a key development site. Refer to precinct plan below.
<ol style="list-style-type: none"> <li>1. Development or works within, or adjacent to the land zoned E2 Environmental Protection are to ensure clearing of vegetation is minimised to the satisfaction of Council.</li> <li>2. Mechanisms are to be put in place with development to ensure the integrity and protection of established vegetation and riparian areas zoned E2 Environmental Protection. Details are to be included in all Development Applications affecting the E2 zone.</li> <li>3. Development within residential zones must be designed and planned to ensure any APZ's and the like are not required or needed in the E2 Environmental Protection zone.</li> </ol>	This issue has been adequately discussed under the BC Act 2016.
Controls 5 to 8 inclusive and 10-11 inclusive	N/A
Development adjacent to Raymond Terrace Road and Government Road must be orientated and dimensioned so as to make provision for housing of a high quality architectural appearance.	N/A
1.8 Residential Densities	N/A
1.9 Neighbourhood commercial and retail uses	N/A
1.10 Provision of public facilities and services	Refer to Development Contributions section of the report.
<b>Thornton North – Government Road Precinct (refer to Figure 13 below)</b>	

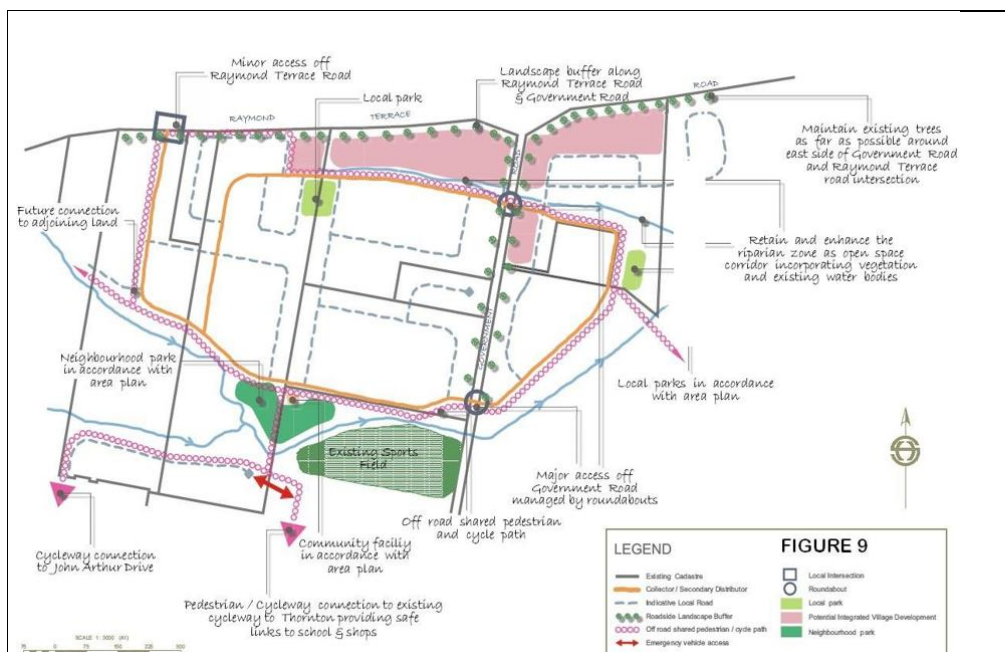


Figure 13 - Thornton North – Government Road Precinct Plan

Development Requirements	
<b>1.1 Staging Plan</b>	
All development applications for subdivisions shall include a staging plan, where the development is intended to be released sequentially.	<p>The application forms Stage 2 of a Concept Approval. Stages 1 and 3 have already been delivered.</p> <p>This application proposes two stages to break up the construction management between A&amp;D Lawrence Oval (Stage 1 works) and the Torrens Title Subdivision (Stage 2).</p>
<b>1.2 Transport and Movement</b>	
a) The layout, hierarchy and design of major streets within the Precinct should be generally consistent with the Precinct Plan (refer to Figure 13 above).	Generally consistent with the Concept Approval. This has been discussed under s4.44 of the Act.
b) Pedestrian paths, cycleways and off-road shared pathways are to be provided within the Precinct to link open space and community facilities and to link to adjoining precincts generally as shown on the Precinct Plan.	Assessed by development engineer and considered to be satisfactory.
c) Perimeter roads incorporating landscape buffers shall be provided to Raymond Terrace Road and Government Road as shown in the Precinct Plan.	Not applicable as this portion of the site does not adjoin Raymond Terrace Road.
d) No direct vehicular access is to be provided onto Government Road or Raymond Terrace Road from lots adjoining these roads.	Not applicable as this portion of the site does not adjoin Raymond Terrace Road.
e) Medium density and small lot housing should only be provided in locations with high amenity,	Not applicable as no medium density or small lot housing proposed.



including land adjoining or adjacent open space and land adjoining or adjacent to a bus route.	
f) Subdivision design is to provide for lot frontages addressing streets, reserves, open space and drainage areas. Allotments backing onto reserves, open space and drainage areas are not encouraged. Where this is unavoidable, boundary fencing shall be of an open style and of consistent materials and colour. Fencing shall not form a prominent element in the landscape of this area.	Consistent. No lots back onto the proposed drainage / public reserve lot.
<b>1.3 Overall Landscaping Strategy</b>	
a) The overall landscaping strategy within the Precinct should be generally consistent with the Precinct and Landscaping Plans. A 10 metre wide landscaped buffer is required along Raymond Terrace Road and Government Road.	Not applicable as this portion of the site does not adjoin Raymond Terrace Road.
b) Development Applications for subdivision will include detailed landscaping plans identifying appropriate street tree species, fencing treatments to Raymond Terrace Road, Government Road and adjoining rural properties, and landscape/threshold treatment of key intersections. Landscaping plans shall also show how open space areas and trunk drainage are to be located and landscaped.	Not applicable as this portion of the site does not adjoin Raymond Terrace Road.
c) A <b>Visual &amp; Scenic Impact Assessment</b> is to accompany Development Applications for subdivisions and development that are likely to have a visual impact on the area, and may include proposed ameliorative measures to be incorporated within the development.	Not applicable for this development. The subject land is not located on a prominent intersection.
<b>1.4 Passive &amp; Active Recreational Areas</b>	
Development applications for subdivision that include areas of passive and active recreational space (as identified in the Precinct and Landscaping Plans) are to include detailed designs in the overall landscaping strategy.	The applicant proposes to dedicate the C3 portion of the site through a VPA. This has been discussed under development contributions.
<b>1.5 Stormwater &amp; Water Quality Management Controls</b>	
a) Stormwater Management facilities are to be generally provided in accordance with the Landscaping Plan.	Revised engineering plans have been considered by Council's Senior Development Engineer as acceptable subject to appropriate conditions of consent.
b) Development applications will be accompanied by a Stormwater Management Plan which is generally consistent with the report by <i>Peter Sullivan &amp; Associates</i> (May, 2008) establishing the stormwater management strategy for the Precinct.	
<b>1.6 Amelioration of Natural &amp; Environmental Hazards</b>	
There are no specific requirements in this regard.	Not applicable
<b>1.7 Key Development Sites</b>	

a) Key Development Sites are to be located in accordance with the Precinct Plan. <u>Cnr Raymond Terrace Road and Government Road</u>	These controls are not applicable to this stage of the Concept Approval given the location of the site has no frontage to Raymond Terrace Road or Government Road.
b) Any development proposed on land at the intersection of Raymond Terrace Road and Government Road shall be integrated with the existing vegetation community and provide for the retention of the majority of trees. A site specific landscape plan shall accompany any development application for this area addressing retention, integration and enhancement of the vegetation community.	
c) The 10 metre wide landscape buffer required for lots adjoining Government Road and Raymond Terrace Road shall be contained wholly within the affected lots and details shall be provided in a landscape plan with any development application. Where a supporting acoustic report for the development of the land identifies a requirement for noise attenuation, it should generally include a combination of earth mounding and fencing and details are also to be provided in the landscape plan.	
d) Fencing of allotments along the boundary of Raymond Terrace Road or Government Road, where applicable, shall be of consistent materials and colour and shall form an integral part of the landscape plan provided with any development application. Fencing should not be a prominent element in the landscape along either road corridor.	
<b>Rural Land Flood Fringe Interface</b>	Not applicable as the site is not on flood prone land.
<b>1.8 Residential Densities</b>	No specific requirements
<b>1.9 Neighbourhood Commercial &amp; Retail Uses</b>	No specific requirements
<b>1.10 Provision of Public Facilities &amp; Services</b>	There are no specific requirements as provision of public facilities and services is already controlled by other provisions. Refer to Development Contributions section of the report.

Section 4.15(1)(a)(iii)a) – 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

A VPA has been offered. This is discussed under relevant history and development contributions section of the report.

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

Not applicable

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, which have not been discussed elsewhere in the report:

**Matters for Consideration**

**Bushfire**

The subject site is mapped as bushfire prone land – Vegetation Category 1 & 3. Accordingly, the application was referred to the NSW RFS as integrated development. The NSW RFS issued their revised GTA's on 21 May 2025. These GTA's will be included on any development consent issued.

In regard to planning for bushfire, the revised development scheme was accompanied by a revised Bushfire Assessment Report (BAR), Version 3, dated 24 October 2024, prepared by Firebird EcoSultants Pty Ltd, and addendum, dated 15 April 2025. The BAR concludes the bushfire hazard the proposed development is exposed to can be successfully mitigated by applying a combination of bushfire mitigation measures including Bushfire Attack Levels (BAL) and Asset Protection Zones (APZs) (refer to Figure 14).



**Figure 14 – Bushfire Attack Levels and APZ**

The following key recommendations have been designed to enable the proposed development to achieve the aims and objectives of PBP 2019:

- APZs are required to be implemented for the proposed residential subdivision in accordance with Table 4-1 and Figure 4-1. This is based on AS3959-2018 Appendix B-Detailed Method 2 using Hunter Macleay DSF fuel loads to the North and a downslope of 3.57 degrees.

- Assessment in accordance with AS3959 and the PBP (section 5 of this report) has shown that future dwellings within the lots will be able to comply with the required BALs. In any case, future dwellings within the site will be assessed under Section 4.14 of EP&A Act for each individual dwelling upon application.
- A perimeter road has been provided to the North to separate potential bushfire hazard from future residential development. The proposed perimeter road provides through access / egress to the subject site. Non-perimeter roads have incorporated suitable turning circles and do not extend for more than 200m in length. All future development will have direct access to a public road <70m in length.
- Reticulated water is extended into the site. The development will be linked to the water pressure mains and the proposed internal fire hydrant spacing, sizing and pressures are to comply with AS 2419.1-2005 Fire Hydrant Installations – System design, installation and commissioning (2005).

The addendum report, dated 15 April 2025, provides a performance-based assessment in accordance with AS3959-2028 Appendix B-Detailed Method 2 using *Hunter Macleay Dry Sclerophyll Forest* fuel loads and a *downslope of 3.57 degrees* to the north elevation. The assessment found that a 19m Asset Protection Zone provides a radiant heat level not greater than 29kW/m<sup>2</sup>. This is provided entirely by the proposed road of 19.5m width being an extension of the existing Honeymyrtle Street to the west connecting to Thomas Coke Drive via an existing access road for the A&D Lawrence Oval. This allows a through perimeter road to occur between the identified bushfire threat to the north and the proposed development.

The areas of Lot PT 237, 239 and 240 are maintained consistently at rates of every three to four weeks depending on the month by Maitland City Council as per their Asset Management Plan (AMP) – Recreation dated June 2022. A&D Lawrence Oval is classified as a Primary Sportsground under the AMP with regular maintenance planned as per Table 2.6.3 in MCC AMP for Recreation. The entrance, footpaths and surrounds of A&D Lawrence Oval are classified as Primary and Secondary Open Spaces with regular maintenance planned as per Table 2.6.2 in MCC AMP for Recreation. These areas have been assessed as managed Council land for the purposes of the proposed development given they are maintained consistently by Maitland City Council.

The “forest” area highlighted in Lot PT 237 has been conservatively assessed as Forest in the Bushfire Threat Assessment with the appropriate setbacks given even though the AMP for Recreation and Maitland City Councils sportsground and park maintenance mapping shows management of the land. This has been offset from the batter in the proposed drainage area for further mitigation.

As discussed throughout the report, the applicant has amended their scheme to ensure compliance with access roads (more than one access in and out of the development), width of perimeter road (minimum 8m carriageway width with parking provided outside of the carriageway), and APZ's not extending into the C3 portion of the site. The recommendations contained within the BAR and addendum report are generally concurred with and subject to approval, will form an approved document. Furthermore, the NSW RFS have issued their GTA, dated 21 May 2025, supporting the above recommendations which will be included on any development consent issued.

### Traffic and Transport

The proposed development is not traffic generating development and a Traffic Impact Assessment was not required to support this application as it was holistically considered in the Concept Approval.

**Access:** Access to the site is reliant upon the extension of Honeymyrtle Street to the west through A&D Lawrence Oval to the east. The reclassification has been discussed in the relevant history section of the report. Honeymyrtle will be constructed as a perimeter road with 2.5m wide footpath.

**Internal road design:** A number of new internal roads (three cul-de-sacs) will be constructed as part of the proposed subdivision in accordance with MOES and Planning for Bushfire Protection 2019. Council's Senior Development Engineer has reviewed the revised scheme as acceptable noting the proposal is compliant with Planning for Bushfire Protection, parking has been provided outside the RFS turning space, turning heads are compliant. The subdivision is a minor addition to the road network having minor traffic implications and not expected to create traffic issues in the area.

**Traffic:** Council's Senior Development Engineer has reviewed the proposed development and advised there is adequate capacity available in surrounding road network for traffic generated by the proposed development.

**Public Transport:** A number of bus stops are located within 400m of the site on John Arthur Avenue and Thomas Coke Drive. Thornton Railway Station is located approximately 2.5km from the site.

**Pedestrian and Cyclist facilities:** Adequate pedestrian and cyclist facilities have been accommodated throughout the subdivision to enable connection to the existing infrastructure including:

- 1.5m wide footpaths on the western side of the cul-de-sac;
- 2.5m wide shared pathway along Honeymyrtle Street connecting to A&D Lawrence Oval and Thomas Coke Drive.

**Parking and Vehicle Access:** Council's Senior Development Engineer has considered the following as acceptable/compliant:

- Driveway width and battle-axe/corridor. All proposed battle axe driveways meet Council's requirements.
- Future driveway gradient and transitions can comply with AS2890;
- Site distances;
- Location clear of drainage pits, street furniture and 6m from Tangent Point.

### Construction management

It is acknowledged that there will be some disruptions to the users of A&D Lawrence Oval during the construction period and this will need to be carefully managed. However, construction impacts are expected to be short term and limited to the construction program and need to be weighed up against the long-term improvements for users of the Sportsground.

Appropriate conditions including a Bulk Earthworks Management Plan (BEMP), Construction Management Plan (CMP) and Construction Dust Management Plan will assist in managing environmental impacts and will be developed by the contractor for approval by Council. The CMP will specifically deal with:

- a) The location and materials for protective fencing and hoardings on the perimeter of the site;
- b) Provisions for public safety particularly in regard to A&D Lawrence Oval;

<ul style="list-style-type: none"> <li>c) Pedestrian and vehicular site access points and construction activity zones;</li> <li>d) Details of construction traffic management including: <ul style="list-style-type: none"> <li>i. Vehicular site access;</li> <li>ii. Proposed truck movements (haulage routes) to and from the site;</li> <li>iii. Estimated frequency of truck movements; and</li> <li>iv. Measures to ensure pedestrian safety near the site;</li> <li>v. Traffic management.</li> </ul> </li> <li>e) Details of bulk earthworks to be carried out;</li> <li>f) The location of site storage areas, stockpiles and sheds;</li> <li>g) The equipment used to carry out works;</li> <li>h) The location of a garbage container with a tight-fitting lid;</li> <li>i) Dust, noise and vibration control measures;</li> <li>j) The location of temporary toilets;</li> <li>k) The protective measures for the preservation of trees on-site and in adjoining public areas including measures in accordance with: <ul style="list-style-type: none"> <li>i) AS 4970 – Protection of trees on development sites;</li> <li>ii) An applicable Development Control Plan;</li> <li>iii) The BDAR and BMP approved as part of this consent.</li> </ul> </li> </ul>
<p><b>Noise</b></p> <p>Subject to approval, a standard condition will be imposed to manage noise during the construction phase.</p>
<p><b>Social and Economic Impact</b></p> <p>The proposal will have a positive social and economic impact, both through the promotion of employment and creation of residential land within the TNURA.</p>

The following matters were considered and where applicable have been addressed elsewhere in this report:

Context & Setting	Waste
Access, transport & traffic	Energy
Public domain	Noise & vibration
Utilities	Natural hazards
Heritage	Technological hazards
Other land resources	Safety, security & crime prevention
Water	Social impact on the locality
Soils	Economic impact on the locality
Air & microclimate	Site design & internal design
Flora & fauna	Construction
Cumulative Impacts	

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

The subject site is located within the Thornton North URA and zoned for residential purposes. The site is identified as bushfire prone land and has been designed in accordance with PBP 2019 to the satisfaction of the NSW RFS. Works within 40m of a watercourse will require a CAA. GTA's have been issued by DPE-W. The subdivision footprint is not within a designated mine subsidence district or flood prone area. Issues relating to drainage, stormwater management and erosion and sediment control

have been discussed in this report and will be conditioned accordingly. Discussions in relation to traffic generation and construction management are provided throughout this report, and the proposed road network is considered to be satisfactory. Geotechnical and contamination issues have been addressed and are considered appropriate. The site is considered suitable for the proposed subdivision.

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

##### *Public Submissions*

The original and revised proposal was publicly notified/advertised for a period of 28 days in accordance with the Act and MDCP 2011 with a total of 2 submissions received. A summary of the submissions is provided in the following table:

Review of Submissions	
Issue	Comment
Object to all housing developments in Thornton due to the strain on infrastructure	Infrastructure has been adequately discussed under Clause 6.2 of the MLEP 2011.
The school, shopping centre and roads are stretched to breaking point	<p>Since this objection was submitted, a new shopping centre has been approved and is currently under construction at Heritage Drive, Chisholm, which will help alleviate pressure on the existing Thornton Shopping.</p> <p>A number of major road upgrades have also been completed including the Raymond Terrace Road/ Government Road intersection.</p> <p>It is understood the Department of Education are in the process of securing a site for a future school in the TNURA.</p>
Increase in traffic / traffic congestion	The proposed development is not traffic generating development. This issue has been adequately discussed in the DCP section of the report.
Alternative transport option from Raymond Terrace Road to Weakleys Drive is needed	Whilst this comment is concurred with, there is no nexus with this proposed development and the provision of an alternative route.
Impact on the environment (flora and fauna)	This issue has been adequately discussed under the BC Act 2016.
Last strip of natural bushland in the Thornton precinct	The applicant is proposing to dedicate 5.01 ha of C3 zoned land which is heavily vegetated and contains a Sub-Regional Biodiversity Corridor through a VPA.
Impact of extending Honeymyrtle Street through A&D Lawrence Oval	This has adequately been addressed as part of the reclassification process.

Increase in traffic will result in an unacceptable risk to pedestrians	Pedestrian access and connectivity will be greatly improved through the provision of footpaths.
Honeymyrtle Drive / Thomas Coke Drive could become a potentially dangerous access point due to its proximity to a sweeping corner and school bus	The upgrade to this intersection has been assessed by Council's Senior Development Engineer as acceptable.

### Government Agency Submissions

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

Government Agency Submissions (GTA's)		
Responding Agency	Section/Act under which GTA's are provided	Summary of requirements
DPE-W	Water Management Act 2000	DPE-W have issued their GTA's, dated 28 November 2024, subject to the following conditions, which will be included on any development consent issued:
<p><b>The GTA issued by Department of Planning and Environment-Water do not constitute an approval under the <i>Water Management Act 2000</i>. The development consent holder must apply to the Department of Planning and Environment-Water for the relevant approval <b>after development consent</b> has been issued by Council <b>and before</b> the commencement of any work or activity.</b></p>		
Condition Number	Details	
TC-G001	Before commencing any proposed controlled activity on waterfront land, an application must be submitted to Department of Planning and Environment-Water, and obtained, for a controlled activity approval under the Water Management Act 2000.	
TC-G004	<p>A. This General Terms of Approval (GTA) only applies to the proposed controlled activity described in the plans and associated documents found in Schedule 1, relating to Development Application DA/2019/682 provided by Council to Department of Planning and Environment-Water.</p> <p>B. Any amendments or modifications to the proposed controlled activity may render the GTA invalid. If the proposed controlled activity is amended or modified, Department of Planning and Environment-Water, must be notified in writing to determine if any variations to the GTA will be required.</p>	
TC-G005	<p>A. The application for a controlled activity approval must include the following plan(s):</p> <ul style="list-style-type: none"> <li>Site plans - indicating the demarcation of waterfront land, designated riparian corridors and identifying any areas of encroachments and offsets.</li> <li>Erosion and sediment control plans - for all works on waterfront land.</li> <li>Construction stormwater drainage outlet plan - for the outlets into the watercourse.</li> <li>Vegetation management plan - for the reestablishment of a riparian corridor around the basin.</li> <li>Construction detailed basin design plans</li> <li>Construction detailed bulk earthworks plans - for all works on waterfront land.</li> </ul> <p>B. The plan(s) must be prepared in accordance with Department of Planning and Environment-Water's guidelines located on the website <a href="https://www.dpie.nsw.gov.au/water/licensing-and-trade/approvals/controlled-activity-approvals/what/guidelines">https://www.dpie.nsw.gov.au/water/licensing-and-trade/approvals/controlled-activity-approvals/what/guidelines</a></p>	
NSW RFS	Section 100B(1) of the Rural Fire Act	The NSW RFS have issued their revised GTA's, dated 21 May 2025, under Division 4.8 of the Act, and a Bush Fire Safety Authority, under section 100B of the Rural Fires Act 1997, subject to the following conditions, which will be



	included on any development consent issued:
<p><b>Asset Protection Zones</b>  <i>The intent of measures is to provide sufficient space and maintain reduced fuel loads so as to ensure radiant heat levels of buildings are below critical limits and to prevent direct flame contact with a building. To achieve this, the following conditions shall apply:</i></p> <p>1. At the issue of a subdivision certificate and in perpetuity, the entirety of proposed Lots 200-235 must be managed as an inner protection area in accordance with the requirements of Appendix 4 of <i>Planning for Bush Fire Protection 2019</i>.</p> <p>When establishing and maintaining an inner protection area, the following requirements apply:</p> <ul style="list-style-type: none"> <li>• tree canopy cover should be less than 15% at maturity;</li> <li>• trees at maturity should not touch or overhang the building;</li> <li>• lower limbs should be removed up to a height of 2 m above the ground;</li> <li>• tree canopies should be separated by 2 to 5 m;</li> <li>• preference should be given to smooth-barked and evergreen trees;</li> <li>• large discontinuities or gaps in the shrubs layer should be provided to slow down or break the progress of fire towards buildings;</li> <li>• shrubs should not be located under trees;</li> <li>• shrubs should not form more than 10% ground cover;</li> <li>• clumps of shrubs should be separated from exposed windows and doors by a distance of at least twice the height of the vegetation;</li> <li>• grass should be kept mown (as a guide, grass should be kept to no more than 100mm in height); and</li> <li>• leaves and vegetation debris should be removed regularly.</li> </ul> <p><b>Access - Public Roads</b>  <i>The intent of measure is to provide safe operational access to structures and water supply for emergency services, while residents are seeking to evacuate from an area.</i></p> <p>2. Access roads must comply with the following general requirements of Table 5.3b of <i>Planning for Bush Fire Protection 2019</i> and the following:</p> <ul style="list-style-type: none"> <li>• subdivisions of three or more allotments have more than one access in and out of the development;</li> <li>• traffic management devices are constructed to not prohibit access by emergency services vehicles;</li> <li>• maximum grades for sealed roads do not exceed 15 degrees and an average grade of not more than 10 degrees or other gradient specified by road design standards, whichever is the lesser gradient;</li> <li>• all roads are through roads;</li> <li>• dead end roads are not recommended, but if unavoidable, are not more than 200 metres in length, incorporate a minimum 12 metres outer radius turning circle, and are clearly sign posted as a dead end;</li> <li>• where kerb and guttering is provided on perimeter roads, roll top kerbing should be used to the hazard side of the road; where access/egress can only be achieved through forest, woodland and heath vegetation, secondary access must be provided to an alternate point on the existing public road system;</li> <li>• one way only public access roads are no less than 3.5 metres wide and have designated parking bays with hydrants located outside of these areas to ensure accessibility to reticulated water for fire suppression;</li> <li>• the capacity of perimeter and non-perimeter road surfaces and any bridges/causeways is sufficient to carry fully loaded firefighting vehicles (up to 23 tonnes); bridges/causeways are to clearly indicate load rating;</li> <li>• hydrants are located outside of parking reserves and road carriageways to ensure accessibility to reticulated water for fire suppression;</li> <li>• hydrants are provided in accordance with the relevant clauses of AS 2419.1:2005 - <i>Fire hydrant installations System design, installation and commissioning</i>; and</li> <li>• there is suitable access for a Category 1 fire appliance to within 4m of the static water supply where no reticulated supply is available.</li> </ul> <p>3. Perimeter roads must comply with the general requirements of Table 5.3b of <i>Planning for Bush Fire Protection 2019</i> and the following:</p> <ul style="list-style-type: none"> <li>• are two-way sealed roads;</li> <li>• minimum 8m carriageway width;</li> <li>• parking is provided outside of the carriageway width;</li> <li>• hydrants are located clear of parking areas;</li> <li>• are through roads, and these are linked to the internal road system at an interval of no greater than 500m;</li> <li>• curves of roads have a minimum inner radius of 6m;</li> <li>• the maximum grade road is 15 degrees and average grade of not more than 10 degrees;</li> <li>• the road crossfall does not exceed 3 degrees; and</li> <li>• a minimum vertical clearance of 4m to any overhanging obstructions, including tree branches, is provided.</li> </ul> <p>4. Non-perimeter roads must comply with the general requirements of Table 5.3b of <i>Planning for Bush Fire Protection 2019</i> and the following:</p>	

- minimum 5.5m carriageway width;
- parking is provided outside of the carriageway width;
- hydrants are located clear of parking areas;
- roads are through roads, and these are linked to the internal road system at an interval of no greater than 500m;
- curves of roads have a minimum inner radius of 6m;
- the road crossfall does not exceed 3 degrees; and
- a minimum vertical clearance of 4m to any overhanging obstructions, including tree branches, is provided.

#### Water and Utility Services

*The intent of measure is to provide adequate services of water for the protection of buildings during and after the passage of a bush fire, and to locate gas and electricity so as not to contribute to the risk of fire to a building.*

5. The provision of water, electricity and gas must comply with the following in accordance with Table 5.3c of Planning for Bush Fire Protection 2019:

- reticulated water is to be provided to the development where available;
- fire hydrant, spacing, design and sizing complies with the relevant clauses of Australian Standard AS 2419.1:2005;
- hydrants are not located within any road carriageway;
- reticulated water supply to urban subdivisions uses a ring main system for areas with perimeter roads;
- fire hydrant flows and pressures comply with the relevant clauses of AS 2419.1:2005;
- all above-ground water service pipes are metal, including and up to any taps;
- where practicable, electrical transmission lines are underground;
- where overhead, electrical transmission lines are proposed as follows:
  - lines are installed with short pole spacing (30m), unless crossing gullies, gorges or riparian areas; and
  - no part of a tree is closer to a power line than the distance set out in accordance with the specifications in ISSC3 Guideline for Managing Vegetation Near Power Lines.
- reticulated or bottled gas is installed and maintained in accordance with AS/NZS 1596:2014 and the requirements of relevant authorities, and metal piping is used;
- reticulated or bottled gas is installed and maintained in accordance with AS/NZS 1596:2014 - The storage and handling of LP Gas, the requirements of relevant authorities, and metal piping is used;
- all fixed gas cylinders are kept clear of all flammable materials to a distance of 10m and shielded on the hazard side;
- connections to and from gas cylinders are metal; polymer-sheathed flexible gas supply lines are not used; and
- above-ground gas service pipes are metal, including and up to any outlets.

#### General Advice - Consent Authority to Note

- Future development applications lodged on lots created within this subdivision may be subject to further assessment under the *Environmental Planning & Assessment Act 1979*.
- The NSW Rural Fire Service does not approve the BAL rating plan included in the bush fire risk assessment submitted with the application. The plan should not be used in substitution of a site-based assessment in determining BAL construction requirements for future dwellings.
- The grassland areas to the northeast and east of proposed Lots 230-232 & 235 have been assessed as managed land within the performance based assessment prepared by Firebird ecoSultants, V2, dated

24th October 2024. Proposed Lot PT 237 (northeast and east of Lots 230-232 & 235) forms part of the Allan and Don Lawrence Oval and must be managed in accordance with Maitland Councils Asset Management Plan (AMP) – Recreation, dated 2022.

#### Government Agency Submissions (Comments)

Responding Agency	Section/Act under which comments are required	Summary of Comments
Ausgrid	Clause 2.48 of the SEPP (Transport and Infrastructure) 2021	Refer to SEPP (Transport and Infrastructure) 2021 discussion.

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

The proposed development is considered to be in the public interest.

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

**Hunter Regional Plan 2036/Greater Newcastle Metropolitan Plan 2036**

The development is consistent with the goals and outcomes expressed in both documents as they relate to housing supply. The subdivision of land within the Thornton North URA will release land to provide for additional housing opportunities within the Hunter Region.

**OTHER APPROVALS**

The proposal does not require the Council to grant consent under legislation outside of the Act.

**REFERRALS**

Building  
Development Contributions  
Ecology  
Engineering  
Waste

All referrals are discussed in relevant sections of the report.

**ASSESSMENT CONCLUSION**

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

**RECOMMENDATION AND DETERMINATION**

Consent be granted subject to the conditions provided in Attachment 4 – Schedule of conditions.

## **City Planning**

**DA/2019/682 for One into 35 Lot Torrens  
Title Residential Subdivision, Boundary  
Adjustment, One Drainage/Public  
Reserve Lot at 35 Hillgate Drive, 30  
Honeymyrle Street, Thomas Coke Drive,  
John Arthur Avenue, Government Road,  
Thornton**

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

**Meeting Date: 9 December 2025**

**Attachment No: 4**

**Number of Pages: 32**

## **Schedule of conditions of consent regarding DA/2019/682**

### **Reason for Conditions**

*The following conditions are applied to:*

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

### **Part A**

#### **Deferred Commencement Conditions**

This consent is issued as a Deferred Commencement Consent under Section 4.16(3) of the Environmental Planning and Assessment Act 1979. This consent is granted with "Deferred Commencement" conditions and is granted subject to a condition that the consent is not to operate until the consent authority is satisfied the "Deferred Commencement" conditions have been met.

#### **Deferred Commencement**

Part A of this consent clearly distinguishes the "deferred commencement" conditions concerning matters as to which the consent authority must be satisfied before the consent can operate; from Part B, which contains the conditions of consent.

Evidence required to satisfy these conditions shall be submitted to Council within **twelve (12) months** of the date of this consent, or the consent will lapse in accordance with section 4.53(6) of the *Environmental Planning and Assessment Act 1979* and clause 76 of the *Environmental Planning and Assessment Regulation 2021*.

This consent is not to operate until the person entitled to the benefit of this consent satisfies the consent authority of the matters set out below:

#### **RECLASSIFICATION**

1. The proposed works to be undertaken on Council owned land at Allan & Don Lawrence Oval that are the subject of a reclassification from Community to Operational Land under Planning Proposal 2022-1301 shall be gazetted.

#### **VOLUNTARY PLANNING AGREEMENT**

2. The Applicant is to enter into a Voluntary Planning Agreement (VPA) under section 7.4 of the *Environmental Planning Assessment Act, 1979* agreeing to undertake works in the terms offered in the letter of offer, dated 16 June 2025, in connection with the development the subject of this consent.
3. The VPA referred to in condition 2 must be registered in accordance with section 7.6 of the *Environmental Planning and Assessment Act, 1979* on the title to the land to which this development consent applies.

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**Part B****Administrative Conditions****APPROVED PLANS AND DOCUMENTATION**

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

Revised Subdivision Plans prepared by: Rebecca Lyn Jones, reference 224173_ST2_DP			
Name of Plan	Drawing Number	Issue	Date
Plan of subdivision	Sheet 1 of 2	-	-
Plan of subdivision	Sheet 2 of 2	-	-

Generally in accordance with revised Engineering Plans prepared by MM Hyndes Bailey & Co, job reference 224173.			
Name of Plan	Drawing Number	Issue	Date
Cover	GA000	O	4 July 2025
General Arrangement	GA001	O	4 July 2025
General Arrangement – Honeymyrle & road 2	GA002	N	26 June 2025
General Arrangement – Honeymyrle, roads 3 and 4	GA003	N	26 June 2025
General Arrangement – Honeymyrle	GA004	N	26 June 2025
General Arrangement Intersection Thomas Coke	GA005	O	4 July 2025
General Arrangement Intersection Thomas Coke	GA006	N	26 June 2025
Longitudinal section – Honeymyrle Street	LS001	N	26 June 2025
Longitudinal section – Honeymyrle Street	LS002	N	26 June 2025
Longitudinal section – Honeymyrle Street	LS003	N	26 June 2025
Longitudinal sections – Road 2	LS004	N	26 June 2025
Longitudinal sections – Road 3	LS005	N	26 June 2025
Longitudinal sections – Road 4	LS006	N	26 June 2025
Longitudinal sections – Allotment retaining walls	RW001	N	26 June 2025
Typical cross sections and details 1	XS001	N	26 June 2025
Typical cross sections and details 2	XS002	N	26 June 2025
Typical cross sections and details 3	XS003	N	26 June 2025
Typical cross sections and details 4	XS004	N	26 June 2025
Cross sections – Honeymyrle	XS005	N	26 June 2025

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Street			
Cross sections – Honeymyrtle Street	XS006	N	26 June 2025
Cross sections – Honeymyrtle Street	XS007	N	26 June 2025
Cross sections – Honeymyrtle Street	XS008	N	26 June 2025
Cross sections – Road 2	XS009	N	26 June 2025
Cross sections – Road 3	XS010	N	26 June 2025
Cross sections – Road 4	XS011	N	26 June 2025
Kerb returns – 1, 2 & 3	KR001	N	26 June 2025
Kerb returns – 4, 5 & 6	KR002	N	26 June 2025
Kerb returns – 7, 8 & 9	KR003	N	26 June 2025
Swept path general fire appliance	TURN001	N	26 June 2025
Bulk earthworks cut fill plan	BULK001	N	26 June 2025
Drainage lines long sections A & B	DRN001	N	26 June 2025
Drainage lines long sections C, D, E, F, J, K & L	DRN002	N	26 June 2025
Drainage lines long sections M, N, P, Q	DRN003	N	26 June 2025
Drainage lines long sections D	DRN004	N	26 June 2025
Drainage lines long sections AA, AB, AC & AE	DRN005	N	26 June 2025
Drainage lines long sections AD	DRN006	N	26 June 2025
Basin Plans	DRN007	N	26 June 2025
GPT Detail	DRN008	N	26 June 2025
Pit Details	DRN009	N	26 June 2025
Pit Details 2	DRN010	N	26 June 2025
Pit Details 3	DRN011	N	26 June 2025
Pit Details 4	DRN012	N	26 June 2025
Post development catchment plan	DRN013	N	26 June 2025
Drains model	DRN014	N	26 June 2025
Drains data 1	DRN015	N	26 June 2025
Drains data 2	DRN016	N	26 June 2025
Drains data 3	DRN017	N	26 June 2025
Drains data 4	DRN018	N	26 June 2025
10% AEP Results 1	DRN019	N	26 June 2025
10% AEP Results 2	DRN020	N	26 June 2025

**Landscape plans prepared by: JK's Garden Creations; job number LAND140222**

Name of Plan	Drawing Number	Issue	Date
Title page	Sheet 1	-	5 October 2024
Site analysis plan	Sheet 2	-	5 October 2024

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Landscape plan – overall	Sheet 3	-	5 October 2024
Landscape plan – Detailed lots 201-221	Sheet 4	-	5 October 2024
Landscape plan – Detailed lots 222-235	Sheet 5	-	5 October 2024
Landscape plan – detailed detention basin	Sheet 6	-	5 October 2024
Specification plan	Sheet 7	-	5 October 2024
Construction street tree	Sheet 8	-	5 October 2024

Document	Reference / Revision	Author	Date
Revised Biodiversity Development Assessment Report	Version 2	Biosis	9 September 2025
Civil Engineering Report	Revision C	Acor Consultants	22 March 2023
Detailed Site Investigation Report	-	Qualtest Laboratory Pty Ltd	6 November 2025
Revised Bushfire Assessment Report; as amended by additional information	Version 3 -	Firebird EcoSultants Pty Ltd As above	24 October 2024 15 April 2025
Aboriginal Cultural Heritage Assessment	Version 3	Biosis	20 May 2022
Archaeological Report	Version 4	Biosis	20 May 2022
Notice of Requirements	-	Hunter Water	8 October 2024

## CONTRIBUTIONS & FEES

2. Pursuant to Section 7.11 of the Environmental Planning and Assessment Act 1979 the Thornton North Development Contributions Plan 2008 and the Maitland City Wide Development Contributions Plan 2016, a contribution of **\$1,019,932** shall be paid to the Council.

The contribution is calculated from Council's adopted Development Contributions Plans in the following manner:

Facility	Per Lot 1	Total 34
TN Rec & Open Space	\$5,437	\$184,858
TN Community Facilities	\$1,724	\$58,616
TN Road & Traffic Facilities	\$17,068	\$580,312
TN Cycleways/Shared Paths	\$188	\$6,392
CW Aquatics Facilities	\$928	\$31,552
CW Library Floor Space	\$588	\$19,992
CW Road & Traffic Facilities	\$3,074	\$104,516
CW Cycleways/Shared Paths	\$548	\$18,632
Plan Management and Administration	\$443	\$15,062
TOTAL	\$29,998	\$1,019,932

Pursuant to section 7.7(3) of the Environmental Planning and Assessment Act 1979 (NSW), the planning agreement under section 7.4 of the Act between Maitland City Council and Thornton

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Brentwood Pty Ltd the subject of the written offer made to the Council on 16th June 2025 must be entered into prior to the issuing of a Subdivision Certificate for the final stage of Development under DA 2019/682.

Payment of the above contributions is to be made in accordance with the requirements of the VPA.

This condition has been applied to ensure that:

- (a) Where the proposed development results in an increased demand for public amenities and services, payment towards the cost of providing these facilities/services is made in accordance with Council's adopted contributions plan prepared in accordance with the provisions of Section 7.11 of the Environmental Planning and Assessment Act, 1979.
- (b) Council's administration expenses are met with respect to the processing of the application.

### 3. Satisfactory Arrangements Certificate

**Prior to the issue of the first Subdivision Certificate**, all the requirements of the State Voluntary Planning Agreement (SVPA-2017-8566) shall be complied with. Documentation shall be provided to Council with the application for the Subdivision Certificate demonstrating compliance with this condition.

***Note:** Section 6.15(1)(d) in the Environmental Planning and Assessment Act 1979 places a restriction on the issue of a Subdivision Certificate relating to this matter.*

- 4. **Prior to the issue of the Subdivision Certificate**, "house numbering" and "subdivision certificate" fees, in accordance with Council's *Schedule of Fees and Charges*, shall be paid to Council.

### STAGING

- 5. The development shall be carried out in two consecutive stages as shown on the approved plans as follows:
  - o Stage 1: Proposed works within Allan & Don Lawrence Oval; and
  - o Stage 2: Torrens Title Subdivision.

**Note:** The stages can be constructed concurrently. However, prior to the issue of the Subdivision Certificate for Stage 2, the Stage 1 works must be completed to Council's satisfaction and road dedicated.

- 6. No approval is given or implied to the carpark with 114 car spaces on Allan and Don Lawrence Oval. This carpark is subject to a separate approvals process.

### CERTIFICATES & REPORTS

- 7. **Prior to issue of the Subdivision Certificate**, plans and/or documents of survey/title, shall be submitted to Council.

### LEGISLATION REQUIREMENTS

- 8. Subdivision Works approved by this consent must not commence until:
  - a) A Subdivision Works Certificate has been issued by the consent authority, Council or an accredited certifier for the relevant works being undertaken; and
  - b) The person having benefit of the development consent has engaged Council as the Principal Certifying Authority for the subdivision works; and

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- c) At least two (2) days before commencement of subdivision work, the person having benefit of the development consent is to notify Council as to the intention to commence subdivision work.

9. **Prior to issue of the Subdivision Certificate**, a copy of a report prepared by a geotechnical engineer shall be submitted to Council:

- a) Classifying each lot in accordance with Australian Standards AS 2870; and
- b) Verifying that compaction of any approved fill-material on the lots is in accordance with AS3798 employing “level 1” inspection and testing.

10. **Prior to issue of the Subdivision Works Certificate for earthworks or road construction**, application (together with a plan) shall be made, and submitted to Council, for road names. The suggested names shall offer options, which shall be supported with reasons (historical or otherwise) for the chosen names.

#### UTILITY SERVICES

11. Underground water, sewerage, telecommunications and electrical power services shall be reticulated for each lot in accordance with the service provider's requirements.

12. Street and pathway lighting design by a suitability qualified consultant shall be provided in accordance with the Council's requirements and the power supply authority.

Street lighting shall be provided in accordance with the requirements of the power supply authority and Council's Manual of Engineering Standards Technical Attachment: Street Lighting. Details shall be submitted to Council prior to issue of a Subdivision Works Certificate.

13. Any necessary alterations to public utility installations being at the developer's expense and to the requirements of both Council and the relevant authority.

If the work requires alteration to, or the relocation of, utility services on, or adjacent to, the lot on which the work is carried out, the work is not complete until all such works are carried out.

14. Electrical kiosk substations are not to be located within road reserves or reserve lots dedicated to Council.

15. Conduits for domestic water, sewerage, communication, and gas connections are to be provided under all roads. A layout showing the locations of the conduits is to be submitted as soon as the water and gas mains designs are available and prior to the issue of the Subdivision Works Certificate.

16. **Prior to issue of the Subdivision Certificate**, a Compliance Certificate under Section 50 of the Hunter Water Act 1991 for this development shall be submitted to Council.

*Note: Where the proponent enters into an interim arrangement with Hunter Water for the provision of temporary sewerage disposal a copy of the agreement between Hunter Water and the proponent shall also be provided to the Council prior to the issue of the Subdivision Certificate.*

17. **Prior to issue of the Subdivision Certificate**, documentary evidence from the suppliers of electrical power, and communications (and including gas if applicable), confirming that satisfactory arrangements have been made for the installation of infrastructure services, shall be submitted to Council.

18. **Prior to issue of the Subdivision Certificate in connection with a development**, the developer (whether or not a constitutional corporation) is to provide evidence satisfactory to the Certifying Authority that arrangements have been made for:
- i. the installation of fibre-ready facilities to all individual lots and/or premises in a real estate development project so as to enable fibre to be readily connected to any premises that is being or may be constructed on those lots. Demonstrate that the carrier has confirmed in writing that they are satisfied that the fibre ready facilities are fit for purpose.
- and
- ii. the provision of fixed-line telecommunications infrastructure in the fibre-ready facilities to all individual lots and/or premises in a real estate development project demonstrated through an agreement with a carrier.

#### VEGETATION & LANDSCAPING

19. **Prior to the issue of the Subdivision Works Certificate for road construction**, a detailed "landscape plan", in accordance with Council's tree planting guidelines and Manual of Engineering Standards shall be submitted to Council for approval. The landscape plan shall include:

- a) Be generally in accordance with the approved landscaping plans referenced in condition 1 and designed by a suitably accredited landscape architect.
- b) Be of a design and construction standard that minimises ongoing maintenance costs to Council and is maintainable by the Council 72 inch wide ride-on machinery.
- c) Street trees shall have a minimum pot size of 45 Litres (desirably minimum height of 1.5m at time of planning) include details of the height and spread at maturity (of the approved species).

*Landscaping of any existing or proposed public land shall include:*

- d) A minimum 3.0m wide couch turfed strip provided along adjoining private property boundaries for boundary maintenance purposes with maximum slope of 5H:1V.
- e) Show construction details of any fencing/bollards/barriers/lighting items approved in the landscape concept plan.
- f) Where landscaping adjoins pedestrian paths/corridors, the plants shall be positioned at least 1.0m offset to the edge of path.

*Landscaping of water quality systems*

- g) A robust and resilient design that can withstand the potential flooding impacts within the drainage reserve/corridors.
- h) Planting species and basin design in accordance with CRC Water Sensitive Cities – Adoption Guidelines for Stormwater Biofiltration Systems (2015)

20. **Prior to the issue of the Subdivision Certificate**, the applicant shall provide to the Council either:

- a) A copy of a 'landscape maintenance agreement' with a qualified landscape contractor to secure maintenance of the landscape plantings for a period of not less than 2 years in accordance with the approved landscape plan; or
- b) Provide a landscape maintenance bond to the Council for the maintenance of the landscape plantings for a period of not less than 2 years in accordance with the approved landscape plan.

**Note:** *The applicant shall provide three quotations from qualified landscape consultants for the landscape maintenance work and the amount of the bond is to be determined having regard to these quotations.*

21. **Prior to the issue of the Subdivision Certificate** all landscaping shall be undertaken in accordance with the approved landscape plans.

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22. Prior to the issue of the Subdivision Certificate, the site shall be cleared of all trees:

- within the road reserve;
- along proposed lot boundaries.

Note: All trees shall be retained in accordance with the approved plans.

#### BIODIVERSITY

23. Prior to the commencement of any clearing works, a qualified ecologist shall inspect, supervise and report to Council regarding the removal and relocation of any threatened fauna species, which in the professional opinion of the ecologist, require such removal and relocation.

#### BIODIVERSITY OFFSET SCHEME – ECOSYSTEM CREDIT RETIREMENT

24. The class and number of ecosystem credits in the following table must be retired to offset the residual biodiversity impacts of the development prior to the commencement of clearing works.

The requirement to retire credits may be satisfied by payment to the Biodiversity Conservation Fund (BCF) of an amount equivalent to the class and number of ecosystem credits, as calculated by the Biodiversity Offsets Payment Calculator.

Impact plant community type	Number of HBT credits	Total number of ecosystem credits	IBRA sub-region	TEC	Plant community type(s) that can be used to offset impacts of development
1592- Spotted Gum - Red Ironbark - Grey Gum shrub - grass open forest of the Lower Hunter	52	52	Hunter, Ellerston, Karuah Manning, Kerrabee, Liverpool Range, Peel, Tomalla, Upper Hunter, Wyong and Yengo.	Yes	Lower Hunter Spotted Gum Ironbark Forest in the Sydney Basin and NSW North Coast Bioregions This includes PCT's: 1590, 1592, 1593, 1600, 1602, 3433, 3442, 3443, 3444, 4158
1598- Forest Red Gum grassy open forest on floodplains of the lower Hunter	1	1	or Any IBRA subregion that is within 100 kilometers of the outer edge of the impacted site.	Yes	Hunter Lowland Redgum Forest in the Sydney Basin and New South Wales North Coast Bioregions This includes PCT's: 1591, 1598, 1603, 1605, 1691, 1692, 1749, 3328, 3446, 3634
<b>Total</b>		<b>53</b>			

Evidence of the retirement of credits or payment to the Biodiversity Conservation Fund detailed in the above table must be provided to the consent authority prior to commencement of clearing works.

**BIODIVERSITY OFFSET SCHEME – SPECIES CREDIT RETIREMENT**

25. The class and number of species credits in the following table must be retired to offset the residual biodiversity impacts of the development prior to the commencement of works.

The requirement to retire credits may be satisfied by payment to the Biodiversity Conservation Fund of an amount equivalent to the class and number of species credits, as calculated by the Biodiversity Offsets Payment Calculator.

Impacted species credit species	Number of species credits	IBRA sub-region
<i>Phascogale tapoatafa</i> / Brush-tailed Phascogale	53	Any in NSW
<i>Tyto novaehollandiae</i> / Masked Owl	53	

Evidence of the retirement of credits or payment to the Biodiversity Conservation Fund detailed in the above table must be provided to the consent authority **prior to the commencement of clearing works.**

**BIODIVERSITY MANAGEMENT PLAN DEVELOPMENT**

26. **Prior to the commencement of clearing works within Stage 2,** a Biodiversity Management Plan (BMP) must be prepared by a suitably qualified person in consultation with Council. The BMP may form part of a Construction Environmental Management Plan. It shall include (but not be limited to) the following minimum detail:

- Clearing Strategy developed with due consideration to ‘Guide 1: Pre-clearing process’, ‘Guide 4: Clearing of vegetation and removal of bushrock’, and ‘Guide 9: Fauna handling’ in *Biodiversity Management Guidelines: Protecting and managing biodiversity on Transport for NSW projects* (Transport for NSW, 2024). At minimum, the Clearing Strategy shall include:
  - Proposed pre-clearing and pre-demolition survey actions
  - Proposed timing of clearing and demolition commencement, and pre-clearing checks
  - Proposed vegetation clearing methodology
  - Monitoring and reporting requirements
- Artificial Hollow Plan, including:
  - The size, type and quantity of natural tree hollows to be removed within each stage.
  - Target species and the design of artificial hollows
  - Maps of existing natural hollows and planned artificial hollow installation locations
  - Monitoring and reporting requirements
- Identification of environmentally sensitive areas to be retained and proposed actions to minimise damage such as installation and maintenance of exclusion fencing where adjoining the construction boundary.
- Protection of Retained Trees - Trees that have been identified for retention shall be protected by the establishment of a Tree Protection Zone (TPZ) prior to the commencement of any site works. The protection zone shall be maintained for the duration of works. Any excavation encroachments into the TPZ should be undertaken in accordance with advice from a qualified arborist and AS 4970-2000. This includes excavations, stockpiling, alterations to spoil levels and severing tree roots with a diameter greater than 30cm. Hollow-bearing trees in the APZ are to be identified and marked prior to construction to be retained.
- Appropriate weed control measures, including:
  - Weed management priorities and objectives.
  - Location of weed-infested areas.
  - Measures to prevent the spread of weeds.
  - Procedures for onsite weed treatment (e.g. composting) and reuse, and/or offsite

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- weed disposal.
- o Communication strategies to improve contractor awareness of weeds and weed management.
- Machinery, plant and equipment hygiene protocol

The BMP shall be submitted to and approved by Council's Manager Environment and Sustainability prior to the commencement of any clearing.

#### ARTIFICIAL HOLLOW INSTALLATION

- 27. Prior to commencement of clearing works within stage 2,** any natural hollows removed in that stage shall be offset in accordance with the Artificial Hollow Plan (as outlined in the BMP). The type and ratio of removed hollows are to be offset according to the below table.

Preference in use	Compensatory Hollow Type	Replacement Ratio (Gain:Loss)
1st	Natural salvaged hollow from felled hollow-bearing tree OR augmented hollow created with hollow hog device or similar	1:1
2nd	Artificial Nest Boxes	2:1

At least 70% of replacement hollow installation required for each stage must be completed at least two (2) weeks prior to clearing for that stage, and 100% must be completed prior to completion of clearing of that stage. All replacement hollows shall be installed at least two weeks prior to clearing, except where salvaged hollows from site are being used. Artificial nest boxes shall be monitored and maintained as needed for a period of five years after installation. Salvaged hollows require a single monitoring inspection approximately two years post-installation to ensure secure attachment and make any necessary adjustments. Carved hollows do not require ongoing monitoring or maintenance.

Artificial hollows should be installed:

- As close as possible to the location of the removed hollow-bearing tree. Nearby Council-owned land may be used for hollow installation where there is no suitable location remaining on site (requires approval by the Manager Environment and Sustainability).
- With an orientation that considers the target species' needs.
- To avoid trees with existing hollows as the presence of other hollow-dependent fauna may act as a deterrent or may compete for the nest boxes.
- With an attachment method which is appropriate for each artificial hollow type and allows for tree growth
- Of a type and design to suit the target species in accordance with the Artificial Hollow Plan. If nest boxes are to be used, they should be constructed of hardwood (minimum thickness of 19mm), cyplas or 19-20mm thick exterior grade or marine grade plywood.
- Salvaged hollows are to be capped on either end with an entrance hole created if required.

Artificial hollow location and evidence of installation shall be provided to the Manager Environment and Sustainability prior to commencement of clearing works. Where salvaged hollows are to be installed, evidence of installation and location may be provided to the Manager Environment and Sustainability within one month after clearing works, unless otherwise agreed by the Manager Environment and Sustainability.

#### **28. Vegetation Management Plan Development**

A revised 5-year Vegetation Management Plan (VMP) must be developed for the proposed lot 236 as identified within *Thornton Stage 2 – Hillgate Drive, Thornton – Civil and Drainage*

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*Works for Development Consent Version O*, prepared by MM Hyndes Bailey & Co, dated 4 July 2025.

The VMP must be prepared by a qualified restoration ecologist or bush regenerator in consultation with Council. 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 and planting density (if active restoration required), and 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.

#### **29. Security for Vegetation Management Plan**

**Prior to commencement of any works under the approved VMP**, a security for the cost of the maintenance of the VMP works will be required by way of bond or bank guarantee to be 120% of the value of the maintenance works. The value of the bank guarantee shall be determined in consultation with Council, based on three (3) written quotes for the required works, obtained by the applicant from independent and suitably qualified contractors.

The bank guarantee must be in a form acceptable to Council and remain valid for the duration of the VMP management period, or until the satisfactory completion of all works or services as determined by the Council. The applicant must maintain the bank guarantee and provide evidence of its validity upon request by Council. The security will need to be replaced and adjusted for CPI every 2 years.

#### **30. Vegetation Management Plan Implementation**

**Prior to the issue of a Subdivision Works Certificate**, Implementation of the VMP shall commence immediately upon any construction work commencing and shall be carried out in accordance with the approved VMP schedule of works.

The VMP shall remain in effect for a minimum of five (5) years or until the completion criteria outlined in the plan are met, whichever occurs first. Prior to completion, the Manager of Environment and Sustainability must be satisfied that these criteria have been achieved and that the area has reached a self-sustaining state of natural regeneration, requiring minimal or no ongoing intervention.

#### **CLEARING STRATEGY IMPLEMENTATION**

- 31.** Implementation of the Clearing Strategy (as outlined in the BMP) shall be undertaken by a qualified ecologist and commence prior to clearing of any vegetation or demolition of structures.

Removal of trees with habitat features and structures identified during pre-clearance surveys as providing fauna habitat (e.g., microbats) shall be undertaken at a time that minimises impact to fauna.

A staged habitat removal process shall be used when identified habitat features are to be removed. Soft fall techniques and sectioning of hollow limbs/trunks shall be applied to all hollow-bearing trees.

Once clearing of habitat features has been completed, a report shall be provided to Council's Manager Environment and Sustainability verifying compliance with the Clearing Strategy prior to commencement of works.

#### VEGETATION MANAGEMENT PLAN MONITORING

32. Annual monitoring statements verifying compliance with the VMP shall be provided to Council's Manager Environment and Sustainability for a minimum period of five (5) years or until the Manager of Environment and Sustainability is satisfied completion criteria have been met.

#### ARTIFICIAL HOLLOW MONITORING

33. Artificial hollows shall be monitored by a qualified ecologist to determine their usage and repairs or replacement (as required). Monitoring shall be carried out on an annual basis for a minimum period of five years following installation and/or as otherwise agreed with Maitland City Council. Annual monitoring statements shall be provided to Council's Manager Environment and Sustainability.

#### ARCHAEOLOGY

34. **Prior to the issue of a Subdivision Works Certificate for works within Stage 2**, a copy of the Aboriginal Heritage Impact Permit (AHIP) issued under Section 90 of the National Parks and Wildlife Act 1974 must be submitted to Council.

#### BATTERS AND RETAINING WALLS

35. No retaining walls are approved within existing or future dedicated public land including road reserves and drainage reserves. All batter slopes shall comply with the 'desirable' requirements as listed in Council's Manual of Engineering Standards. Plans complying with this condition shall be submitted to the Certifying Authority for approval prior to issue of a Subdivision Works Certificate.

Retaining walls on common boundaries shall be in accordance with the approved engineering plans. No walls shall exceed the maximum height of 1.5m. Engineering certification is required for walls equal to or higher than 1.0m.

#### TRAFFIC AND TRANSPORT

36. **Prior to the issue of Subdivision Works Certificate** for the road, drainage, public landscaping and civil works an engineering design shall be prepared by a suitably qualified and practising engineer, in accordance with Council's Manual of Engineering Standards (MOES), and this consent.
37. **Prior to the issue of Subdivision Works Certificate**, the applicant shall provide specialised Deep Lift Asphalt design detail for the first 40m for the pavement connecting Thomas Coke Drive to the internal road system so as to not disturb the root system or subgrade for the existing trees at the entry, details are to be based upon and include:



- Deep Lift AC design based on existing residue pavement and subgrade for a traffic loading of  $2 \times 10^5$  ESAs; and
- Minimised excavation and tie in details for the Thomas Coke Drive connection and the internal road connection.

38. **Prior to the issue of the Subdivision Certificate**, kerb and gutter and road construction with an asphaltic concrete wearing surface of all proposed roads, together with all necessary stormwater drainage and infrastructure facilities, shall be provided in accordance with Council's Manual of Engineering Standards.
39. **Prior to the issue of the Subdivision Works Certificate** the following road hierarchy shall apply to all roads, (including widths, pavement design and the like) in accordance with Council's Manual of Engineering Standards:

ROAD TYPE	ROAD DESCRIPTION	Comments (shared paths, etc)
Local Access	All turning heads	$1 \times 10^5$ ESA
Local Primary	Honeymrtle Street and A&D Lawrence Road	$5 \times 10^5$ ESA

*Note: where other conditions of consent require larger criteria (such as shared paths and verge) the larger provision takes precedence.*

40. **Prior to the issue of the relevant Subdivision Works Certificate or Roads Act Approval**, any required (traffic) Regulatory line marking and signage shall be approved by **Council's Local Traffic Committee**. *Note: Please allow three months from lodgement for the LTC process.* All recommendations of the committee shall be incorporated into approvals and works. The works to be approved include:
- (a) Turning head lines and signs.
41. **Prior to the issue of a Subdivision Works Certificate**, a Geotechnical Report prepared by a suitably qualified professional is to be submitted to the certifying authority for approval. The report is to determine the structural requirements for road pavements, culverts and bulk earthworks in accordance with Austroads and AS3798.
42. Where a Geotechnical engineer determines high expansive soils with a  $\geq 2.5\%$  swell (10-day soak) or poor CBR ( $< 2\%$ ) are present within 1 metre below the design subgrade, a capping layer of homogeneous select material shall be added to the pavement design and construction plans. The swell, pavement design and the select material specification shall be considered and justified against Austroads Guide to Pavement Technology (AGPT) Part 2, 4I, 8 and the RMS Supplement to AGPT2, including a 10-day soak. The adjusted pavement design shall be based on the CBR of the selected subgrade material at 'in-service moisture and density conditions' to stop premature pavement distress and to achieve the design life of the pavement. Note: A minimum, but not limited to, 300mm select material shall be added to the minimum pavement thickness for either swell and/or poor CBR.
43. **Prior to issue of a Subdivision Works Certificate**, any major utilities facilities (water, sewer, electrical, telecommunication items larger than individual lot scale provisions) shall be clearly shown on the construction drawings. Council approval (as the future road authority) is required for all service allocations within roads to be dedicated as part of the proposed subdivision. Approval is not granted for major utilities within future road reserves unless sufficient reserve width and specific service allocation has been approved and referenced in Condition 1 of this development consent.
44. **Prior to the issue of a Subdivision Works Certificate**, is to provide structural design details for the proposed multi pipe culvert and headwalls. The structural design is:

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- To be undertaken by a structural engineer experienced in the design of road related culvert structures.
- To include stabilised sand and adequate width for compaction between pipes.
- To include inlet and outlet aprons as well as rip rap for long term erosive control (as per Bluebook).
- To include public safety and traffic safety design elements as per Austroads, Australian Standards and TfNSW Standards.

45. **Prior to the issue of Subdivision Works Certificate**, the intersection from the A&D Lawrence Oval access road is to be designed so that Honeymyrle Street intersects as a T intersection with A&D Lawrence Oval access road to be a through road to the carpark.

#### STORMWATER DRAINAGE

46. **Prior to issue of a Subdivision Works Certificate**, a drainage design shall be prepared by a suitably qualified and experienced drainage engineer, in accordance with Council's Manual of Engineering Standards. The system requirements shall include, but not limited to, the following:
- (a) In accordance with the approved engineering plans/report.
  - (b) A major stormwater drainage system catering for discharge from contributing catchment areas in their ultimate developed state.
  - (c) A stormwater detention system to reduce post-developed discharges to pre-developed discharges, for the critical storm up to and including the 1% AEP ("100 year") event.
  - (d) A stormwater water quality system to collect gross pollutants, nutrients and hydrocarbons generated from the contributing catchment areas in their ultimate developed state.
  - (e) Inter-allotment drainage (IAD) shall be provided to every lot that cannot adequately drain to its street frontage.
  - (f) Q100 flow depths, freeboard, and velocity depth ratios shall be shown on the construction drawings at relevant locations for overland flowpaths on road and drainage corridors.
47. **Prior to issue of a Subdivision Works Certificate**, the applicant shall provide details showing pipe connection from the low flow outlet of the basin to the pit within western portion of A&D Lawrence Oval. It should be noted that this pit may need to be reconstructed larger to facilitate proper connection.
48. **Prior to issue of the Subdivision Certificate**, a Maintenance Management Plan for the stormwater detention/retention systems shall be prepared by a suitably qualified and experienced person, shall be submitted to, and accepted as satisfactory by Council.

#### EROSION CONTROL AND BULK EARTHWORKS

49. The site and its surrounding environment shall be protected from the effects of erosion (as water and windborne particles) and off-site "vehicle tracking", by the application of adequate controls. Details in accordance with Council's Manual of Engineering Standards and the manual, *"Managing Urban Stormwater"* shall be submitted as part of the Subdivision Works Certificate application.
50. **Prior to the issue of a Subdivision Works Certificate**, a Bulk Earthworks Management Plan (BEMP) is required to be submitted to Council for approval. The BEMP must include a report from a suitably qualified engineer that examines and determines:
- a) the extent of bulk earthworks require for the construction of each stage;
  - b) how stockpiles will be managed during construction;
  - c) where stockpiles will be located for each stage and what requirements are necessary to manage the locations;
  - d) stock pile dimensions and stabilisation measures;

- e) site haulage routes and movement for each stage;
- f) how fill will be managed in the floodway during construction;
- g) any specific requirements relating to the management of Acid Sulfate Soils.

51. **Prior to the commencement of any works**, the Principal Certifier must be satisfied the erosion and sediment controls in the erosion and sediment control plan (as approved by the principal certifier) are in place. Controls must remain in place until the site has revegetated (at least 70% ground cover achieved over any bare ground on site).

A Soil and Water Management Plan (SWMP) prepared in accordance with Managing Urban Stormwater: Soils and Construction (also known as the Blue Book) shall be developed and certified by a suitably qualified and experienced professional in erosion and sediment control. A copy of the SWMP shall be submitted to and approved by the Certifying Authority.

52. During construction:

- (a) all vehicles entering or leaving the site must have their loads covered, and
- (b) all vehicles, before leaving the site, must be cleaned of dirt, sand, and other materials, to avoid tracking these materials onto public roads.

53. All earthworks shall be undertaken in accordance with AS 3798-2007 (or as revised) and Maitland City Council's Manual of Engineering Standards. A Geotechnical Inspection and Testing Authority (GITA) shall be engaged to conduct inspection and testing of all fill areas. Filling inspection and testing shall be performed as 'Lot' testing under "Level 1" supervision, in accordance with AS 3798-2007 (or as revised). The frequency of compaction testing shall be in accordance with Table 8.1 of AS 3798-2007, based on the nominated lot size.

Fill shall be placed in layers not greater than those specified by the Council or the GITA and shall be compacted to achieve a minimum of 98% standard compaction at Optimum Moisture Content (+ or - 2%), in accordance with the dry density ratio as per AS 1289.5.4.1 or the HILF density ratio as per AS 1289.5.7.1.

#### CIVIL WORKS - CERTIFICATION

54. **Prior to commencement of works within an existing public road reserve:**

- a) An engineering design, in accordance with Council's Manual of Engineering Standards, shall be submitted to Council for approval.
- b) Consent under the Roads Act for the approved works, shall be issued by Council.
- c) All relevant Council fees shall be paid.
- d) A Traffic Management Plan and/or Traffic Guidance Scheme in accordance with the Transport for New South Wales publication "Traffic control at Worksites" shall be submitted to Council.

55. **Prior to issue of the Subdivision Certificate**, all necessary works required for compliance with this consent and the Subdivision Works Certificate shall be provided in accordance with Council's Manual of Engineering Standards. Confirmation of works shall include:

- a) Confirmation that the construction works have been completed.
- b) Confirmation from the road authority for any Roads Act Approval requirements.
- c) Work-as-executed drawings, utilities plans, electronic files are provided to Council.
- d) Geotechnical testing (pavement, concrete, etc) and inspection certification is provided.

#### FILLING

56. Filling material, shall be limited to the following:

- a) virgin excavated natural material (VENM);

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- b) excavated natural material (ENM) certified as such in accordance with Protection of the Environment Operations (Waste) Regulations 2014.
- c) material subject to a Waste exemption under Clauses 91 and 92 Protection of the Environment Operations (Waste) Regulations 2014 and recognised by the NSW Environment Protection Authority as being 'fit for purpose' with respect to the development subject of this application.

Note: Under no circumstances shall contaminated fill material including but not limited to putrescible wastes, (such as timber, paper, green waste, food etc), oil products (including petrol, bitumen, asphaltic concrete etc), plastic, and the like, be deposited on the land unless expressly authorised by this development consent.

- 57. Where ENM, is used, the applicant shall ensure that detailed records are kept identifying the source of the material and its composition and chain of custody documentation. Such records are to be provided to the Council within 30 days of the completion of the filling.
- 58. Within 30 days of the completion of filling the applicant shall submit to the Council a validation report prepared in accordance with EPA requirements by a qualified geotechnical consultant confirming that the completed filling works (addressing both material type, compaction and stabilisation) has been undertaken in accordance with the approved development application documentation and associated consent conditions.
- 59. While building work is being carried out, the principal certifier must be satisfied all soil removed from or imported to the site is managed in accordance with the following requirements:
  - (a) All excavated material removed from the site must be classified in accordance with the EPA's Waste Classification Guidelines before it is disposed of at an approved waste management facility and the classification and the volume of material removed must be reported to the principal certifier; and
  - (b) All fill material imported to the site must be Virgin Excavated Natural Material as defined in Schedule 1 of the Protection of the Environment Operations Act 1997 or a material identified as being subject to a resource recovery exemption by the NSW EPA.
- 60. Fill material shall not obstruct any local watercourse, flow path or drain, that is within or that enters the site, without provision for conveyance, within the site, of stormwater flows through or around the proposed fill area, including adequate protection against erosion.

#### **CONSTRUCTION DUST MANAGEMENT**

- 61. The applicant must implement best practice measures to minimise dust emissions from the site during construction. The site shall be managed to prevent the generation of dust, the measures to be employed include:
  - The use of a water cart from the public road access point; and
  - Ceasing construction activities (i.e. no vehicles or equipment use) during adverse meteorological conditions (i.e. on windy days).

The site shall be managed at all times during construction phase so as to prevent the generation of dust from the land disturbance activities (e.g., by water spray, dust suppression, surface sealants, soil binders, wind barriers and/or dust retardants). Those are required in addition to the use of water cart during operation hours.

#### **CONSTRUCTION MANAGEMENT**

- 62. The applicant is required to notify Council in writing prior to commencing building operations, of any existing damage to kerbing and guttering and/or footpath paving and other public infrastructures associated with the subject development. The absence of such notification

signifies that no damage exists, and the applicant shall therefore be liable for the cost of the repair of any damage to kerbing and guttering or footpath paving or other public infrastructures which may be necessary after completion of the building works.

63. All materials and equipment must be stored wholly within the work site unless an approval to store them elsewhere is held.
64. **Prior to the commencement of works on site**, a Construction Management Plan (CMP) must be prepared by the applicant and approved by Council.

The plan must include the following matters:

- a) The location and materials for protective fencing and hoardings on the perimeter of the site;
- b) Provisions for public safety particularly in regard to A&D Lawrence Oval;
- c) Pedestrian and vehicular site access points and construction activity zones;
- d) Details of construction traffic management including:
  - i. Vehicular site access;
  - ii. Proposed truck movements (haulage routes) to and from the site;
  - iii. Estimated frequency of truck movements; and
  - iv. Measures to ensure pedestrian safety near the site;
  - v. Traffic management.
- e) Details of bulk earthworks to be carried out;
- f) The location of site storage areas, stockpiles and sheds;
- g) The equipment used to carry out works;
- h) The location of a garbage container with a tight-fitting lid;
- i) Dust, noise and vibration control measures;
- j) The location of temporary toilets;
- k) The protective measures for the preservation of trees on-site and in adjoining public areas including measures in accordance with:
  - i) AS 4970 – Protection of trees on development sites;
  - ii) An applicable Development Control Plan;
  - iii) The BDAR and BMP approved as part of this consent.

A copy of the CMP must be kept on-site at all times while work is being carried out.

All works on site shall be undertaken in accordance with the approved CMP.

65. At the completion of the works, the work site must be left clear of waste and debris.
66. **Prior to the issue of subdivision certificate**, the applicant must ensure any public infrastructure damaged as a result of the carrying out of building works (including damage caused by, but not limited to, delivery vehicles, waste collection, contractors, sub-contractors, concreting vehicles) is fully repaired to the written satisfaction of Council, and at no cost to Council. Note: If the council is not satisfied, the whole or part of the bond submitted will be used to cover the rectification work.

#### CONSTRUCTION HOURS

67. Unless otherwise approved by Council in writing, all construction activities including earthworks, truck arrivals and the unloading of fill from trucks shall be carried out between the hours of:
- a) 7.00am to 6.00pm Monday to Friday
  - b) 7.00am to 5.00pm Saturday
- Any work performed on Sunday's or Public Holidays that may cause offensive noise, as defined under the Protection of the Environment Operations Act, is prohibited.

## ACID SULPHATE SOILS MANAGEMENT PLAN

- 68. Prior to the issue of a Subdivision Works Certificate**, an Acid Sulphate Management Plan shall be prepared by a suitably qualified geotechnical engineer and approved by the Certifying Authority for implementation of the proposed construction site. This report shall include recommendations on whether any specific remediation works are required.

## CONTAMINATION

- 69. Prior to the commencement of any works on site**, an unexpected finds protocol should be developed. A copy shall be provided to Council and the Certifier to address any potential contamination during the construction phase. If potential contamination is encountered, site works must cease and suitable environmental consultant will be engaged for assessment.
- 70. Prior to the commencement of any works on site**, a NSW Environment Protection Authority Accredited Site Auditor must be appointed to Audit reports compiled as part of the contaminated land assessment, remediation, and validation process.
- 71. Prior to the commencement of any works on site**, a Remedial Action Plan (RAP), which addresses the contamination identified in the approved Detailed Site Investigation Report, must be prepared by a suitably qualified and certified environmental consultant and approved by the Site Auditor pursuant to condition 70. The process must be carried out in accordance with:
- a. Council's Contaminated Land Policy;
  - b. Managing Land Contamination Planning Guidelines – SEPP – Resilience & Hazards;
  - c. Relevant EPA Guidelines, noting in particular the NSW EPA (2020); Consultants Reporting on Contaminated Land – Contaminated Land Guidelines;
  - d. National Environmental Protection (Assessment of Site Contamination) Measure 1999 (as amended 2013) (ASC NEPM 2013).

The RAP must identify that the site can be made suitable for the proposed residential land use with the implementation of the RAP.

On-site capping, containment or other remediation methods requiring implementation of a long-term site management plan are not approved.

A copy of the approved RAP must be provided to Council prior to remediation works commencing on site and must be accompanied by a report summary, presenting (as a minimum) project background, scope, objectives, key issues, investigation findings, conclusions and recommendations.

All contaminated site reports provided to Council must exempt Council from any claim for copyright that may restrict Council's ability to provide information to the public in accordance with the Government Information (Public Access) Act 2009.

If the Duty to Report contamination to the NSW Environment Protection Authority under Section 60 of the Contaminated Land Management Act 1997 is triggered, Council must be notified of the notification to the NSW Environment Protection Authority.

The RAP must identify if the remediation works are considered Category 1 Remediation or Category 2 Remediation in accordance with the State Environmental Planning Policy (Resilience and Hazards) 2021, and Council's Contaminated Land Policy.

- 72. Prior to the issue of a Subdivision Certificate**, the site must be remediated in accordance with the approved Remedial Action Plan. The remediation and validation works must be supervised by an appropriately qualified and experienced environmental consultant in accordance with the Remedial Action Plan.

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Should any additional contamination or hazardous materials be encountered during any stage of the remediation process, all remediation works in the vicinity of the findings must cease and compliance with the contingency recommendations in the RAP must be adopted.

- 73. Prior to the issue of a Subdivision Certificate**, the proponent must submit a Validation Report to the Principal Certifier, prepared by a suitably qualified person, within 30 days of completion of the remediation works, and prior to the issue of a Subdivision Certificate, which demonstrates:
- a) Compliance with the objectives of the approved Remediation Action Plan (RAP);
  - b) That the remediation acceptance criteria (in the approved RAP) has been fully complied with;
  - c) That all remediation works complies with:
    - i. Council's Contaminated Land Policy;
    - ii. Managing Land Contamination Planning Guidelines – SEPP (Resilience & Hazards) 2021;
    - iii. Relevant EPA Guidelines, noting in particular the NSW EPA (2020); Consultants Reporting on Contaminated Land – Contaminated Land Guidelines;
    - iv. National Environmental Protection (Assessment of Site Contamination) Measure 1999 (as amended 2013) (ASC NEPM 2013).
  - d) A “notice of completion of remediation work” as required under SEPP (Resilience and Hazards) 2021; and
  - e) A statement confirming that the site following remediation of contamination is suitable for the intended use.

- 74. Prior to the issue of a Subdivision Certificate**, all remediation works and the Validation Report must be reviewed by a NSW EPA Accredited Site Auditor (Site Auditor) as defined under the Contaminated Land Management Act 1997 at the conclusion of the remediation works.

The Site Auditor must provide a Site Audit Statement (SAS) in accordance with the contaminated lands planning guidelines, Contaminated Lands Management Act 1997, and State Environmental Planning Policy (Resilience and Hazards) 2021.

The SAS must be provided to the Consent Authority within 30 days following the completion of the remediation works and submission of the Validation Report.

#### LAND TITLE

*(Note: Lot numbers quoted in “Land Title” conditions refer to the approved plan. Any requirements for specified lots within nominated reports must be cross-referenced with the approved plan.)*

- 75.** The proposed public roads and /or road widening shall be dedicated to Council, at no cost to Council.
- 76.** The land containing the proposed stormwater basin and associated overland flow paths shall be dedicated to Council as drainage reserve, at no cost to Council.
- 77.** A restriction or covenant on the title of affected lots (generally Section 88b) under the Conveyancing Act, shall be created to give effect to:
  - a) Where public water quality or stormwater detention systems are not dedicate at the time of commissioning, a positive covenant shall be created, burdening the lot, to maintain the

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system in accordance with the maintenance management plan until the land is dedicated as drainage reserve.

- b) Retaining walls on common boundaries shall have a 900mm easement to prevent excavation and for maintenance access shall be provided on the downhill lot.
  - c) No Dual Occupancy (detached or attached) are permitted on Lot 204, 207, 215, 218, 227 and 230.
78. Easements to drain water, in accordance with Council's Manual of Engineering Standards, under Section 88B of the Conveyancing Act, shall be created over pipes, overland flow paths, final discharge structures, stormwater control devices, and stormwater dispersal areas where public stormwater is not located within public land.
79. The authority empowered to release, vary or modify inter-allotment drainage easements shall be nominated as "the lots burdened and benefitted, only with the consent of Maitland City Council".
80. The authority empowered to release, vary or modify restrictions and covenants on the use of the land required by this consent, shall be nominated as "Maitland City Council".
81. The developer must acknowledge all existing easements and/or restrictions on the use of the land on the final plan of subdivision.

#### BUSHFIRE

82. **Prior to the issue of Subdivision Works Certificate**, the applicant is to provide details of the proposed cul-de-sac's generally in accordance with SD027 Cul de Sac – Bushfire.
83. **Prior to issue of the Subdivision Certificate**, Asset Protection Zones (APZ's) shall be created in accordance with the requirements of the NSW Rural Fire Service.
84. The development shall comply with the General Terms of Approval issued by the NSW Rural Fire Service, dated 21 May 2025. A copy of the General Terms of Approval are attached to this determination notice in schedule 1.
85. **Prior to issue of Subdivision Certificate**, the applicant shall provide certification from a suitably qualified bushfire consultant that the works comply with the General Terms of Approval issued by the NSW Rural Fire Service, dated 21 May 2025.
86. **Department of Planning and Environment - Water**

The development shall comply with the General Terms of Approval issued by the Department of Planning and Environment - Water, dated 27 November 2024. A copy of the General Terms of Approval are attached to this determination notice in schedule 2.

Note: A Controlled Activity Approval is required to be obtained prior to the commencement of works.

#### AUSGRID

##### 87. Ausgrid

Ausgrid's requirements, dated 20 October 2025, shall be complied with and are attached to this determination notice in schedule 3.



**ADVICE**

*The following advices are limited in scope and should not be understood to encompass all areas of responsibility of the consent holder, relating to the development.*

- A** You are advised that in regard to potential soil erosion from the construction site, such pollution of the environment is an offence under the Protection of the Environment & Operations (POEO) Act and may incur infringement fines.
- B** You are advised that, in accordance with the EP&A Act, (sec.109F) payment of the building industry Long Service Leave levy, where applicable, must be paid prior to issue of any Subdivision Works Certificate.
- C** You are advised to record and notify Council in writing, of any existing damage to the street infrastructure (including landscaping) in the vicinity of proposed works associated with this consent, prior to commencement of construction. The absence of such notification signifies that no damage exists. Where necessary repairs are carried out by Council, the owner of the development property shall be held liable for the cost of those repairs.
- D** You are advised that the issue of this development consent does not negate the responsibility of the land owner in respect to any restriction, covenant or easement applicable to this property and that Council will not be held responsible when action on this consent results in any loss or damage by way of breach of matters relating to title of the property.

## Schedule 1 – General Terms of Approval issued by the NSW Rural Fire Service, dated 21 May 2025



Maitland City Council  
PO Box 220  
MAITLAND NSW 2320

Your reference: (CNR-18757) DA/2019/682  
Our reference: DA-2019-03103-S38-2

**ATTENTION:** See letter

Date: Wednesday 21 May 2025

Dear Sir/Madam,

**Integrated Development Application**  
**s100B - Subdivision - Torrens Title Subdivision**  
**30 Honeymyrtle Street Thornton NSW 2322, 206//DP1228517, 425//DP1262858, 1538//DP832922**

I refer to your correspondence dated 01/05/2025 seeking general terms of approval for the above Integrated Development Application.

The New South Wales Rural Fire Service (NSW RFS) has reviewed the submitted amended information. General Terms of Approval are now re-issued, under Division 4.8 of the *Environmental Planning and Assessment Act 1979*, and a Bush Fire Safety Authority, under section 100B of the *Rural Fires Act 1997*, are now issued subject to the following conditions:

#### Asset Protection Zones

***The intent of measures is to provide sufficient space and maintain reduced fuel loads so as to ensure radiant heat levels of buildings are below critical limits and to prevent direct flame contact with a building. To achieve this, the following conditions shall apply:***

1. At the issue of a subdivision certificate and in perpetuity, the entirety of proposed Lots 200-235 must be managed as an inner protection area in accordance with the requirements of Appendix 4 of *Planning for Bush Fire Protection 2019*.

When establishing and maintaining an inner protection area, the following requirements apply:

- tree canopy cover should be less than 15% at maturity;
- trees at maturity should not touch or overhang the building;
- lower limbs should be removed up to a height of 2 m above the ground;
- tree canopies should be separated by 2 to 5 m;
- preference should be given to smooth-barked and evergreen trees;
- large discontinuities or gaps in the shrubs layer should be provided to slow down or break the progress of fire towards buildings;
- shrubs should not be located under trees;
- shrubs should not form more than 10% ground cover;
- clumps of shrubs should be separated from exposed windows and doors by a distance of at least twice the height of the vegetation;

1

#### Postal address

NSW Rural Fire Service  
Locked Bag 17  
GRANVILLE NSW 2142

#### Street address

NSW Rural Fire Service  
4 Murray Rose Ave  
SYDNEY OLYMPIC PARK NSW 2127

T (02) 8741 5555  
F (02) 8741 5550  
[www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)





- grass should be kept mown (as a guide, grass should be kept to no more than 100mm in height); and
- leaves and vegetation debris should be removed regularly.

#### Access – Public Roads

*The intent of measure is to provide safe operational access to structures and water supply for emergency services, while residents are seeking to evacuate from an area.*

2. Access roads must comply with the following general requirements of Table 5.3b of *Planning for Bush Fire Protection 2019* and the following:

- subdivisions of three or more allotments have more than one access in and out of the development;
- traffic management devices are constructed to not prohibit access by emergency services vehicles;
- maximum grades for sealed roads do not exceed 15 degrees and an average grade of not more than 10 degrees or other gradient specified by road design standards, whichever is the lesser gradient;
- all roads are through roads;
- dead end roads are not recommended, but if unavoidable, are not more than 200 metres in length, incorporate a minimum 12 metres outer radius turning circle, and are clearly sign posted as a dead end;
- where kerb and guttering is provided on perimeter roads, roll top kerbing should be used to the hazard side of the road;
  - where access/egress can only be achieved through forest, woodland and heath vegetation, secondary access must be provided to an alternate point on the existing public road system;
- one way only public access roads are no less than 3.5 metres wide and have designated parking bays with hydrants located outside of these areas to ensure accessibility to reticulated water for fire suppression;
- the capacity of perimeter and non-perimeter road surfaces and any bridges/causeways is sufficient to carry fully loaded firefighting vehicles (up to 23 tonnes); bridges/causeways are to clearly indicate load rating;
- hydrants are located outside of parking reserves and road carriageways to ensure accessibility to reticulated water for fire suppression;
- hydrants are provided in accordance with the relevant clauses of AS 2419.1:2005 - *Fire hydrant installations System design, installation and commissioning*; and
- there is suitable access for a Category 1 fire appliance to within 4m of the static water supply where no reticulated supply is available.

3. Perimeter roads must comply with the general requirements of Table 5.3b of *Planning for Bush Fire Protection 2019* and the following:

- are two-way sealed roads;
- minimum 8m carriageway width;
- parking is provided outside of the carriageway width;
- hydrants are located clear of parking areas;
- are through roads, and these are linked to the internal road system at an interval of no greater than 500m;
- curves of roads have a minimum inner radius of 6m;
- the maximum grade road is 15 degrees and average grade of not more than 10 degrees;
- the road crossfall does not exceed 3 degrees; and
- a minimum vertical clearance of 4m to any overhanging obstructions, including tree branches, is provided.

4. Non-perimeter roads must comply with the general requirements of Table 5.3b of *Planning for Bush Fire Protection 2019* and the following:





- minimum 5.5m carriageway width;
- parking is provided outside of the carriageway width;
- hydrants are located clear of parking areas;
- roads are through roads, and these are linked to the internal road system at an interval of no greater than 500m;
- curves of roads have a minimum inner radius of 6m;
- the road crossfall does not exceed 3 degrees; and
- a minimum vertical clearance of 4m to any overhanging obstructions, including tree branches, is provided.

#### Water and Utility Services

*The intent of measure is to provide adequate services of water for the protection of buildings during and after the passage of a bush fire, and to locate gas and electricity so as not to contribute to the risk of fire to a building.*

5. The provision of water, electricity and gas must comply with the following in accordance with Table 5.3c of *Planning for Bush Fire Protection 2019*:

- reticulated water is to be provided to the development where available;
- fire hydrant, spacing, design and sizing complies with the relevant clauses of Australian Standard AS 2419.1:2005;
- hydrants are not located within any road carriageway;
- reticulated water supply to urban subdivisions uses a ring main system for areas with perimeter roads;
- fire hydrant flows and pressures comply with the relevant clauses of AS 2419.1:2005;
- all above-ground water service pipes are metal, including and up to any taps;
- where practicable, electrical transmission lines are underground;
- where overhead, electrical transmission lines are proposed as follows:
  - lines are installed with short pole spacing (30m), unless crossing gullies, gorges or riparian areas; and
  - no part of a tree is closer to a power line than the distance set out in accordance with the specifications in ISSC3 Guideline for Managing Vegetation Near Power Lines.
- reticulated or bottled gas is installed and maintained in accordance with AS/NZS 1596:2014 and the requirements of relevant authorities, and metal piping is used;
- reticulated or bottled gas is installed and maintained in accordance with AS/NZS 1596:2014 - The storage and handling of LP Gas, the requirements of relevant authorities, and metal piping is used;
- all fixed gas cylinders are kept clear of all flammable materials to a distance of 10m and shielded on the hazard side;
- connections to and from gas cylinders are metal; polymer-sheathed flexible gas supply lines are not used; and
- above-ground gas service pipes are metal, including and up to any outlets.

#### General Advice – Consent Authority to Note

- Future development applications lodged on lots created within this subdivision may be subject to further assessment under the *Environmental Planning & Assessment Act 1979*.
- The NSW Rural Fire Service does not approve the BAL rating plan included in the bush fire risk assessment submitted with the application. The plan should not be used in substitution of a site-based assessment in determining BAL construction requirements for future dwellings.
- The grassland areas to the northeast and east of proposed Lots 230-232 & 235 have been assessed as managed land within the performance based assessment prepared by Firebird ecoSultants, V2, dated





24th October 2024. Proposed Lot PT 237 (northeast and east of Lots 230-232 & 235) forms part of the Allan and Don Lawrence Oval and must be managed in accordance with Maitland Councils Asset Management Plan (AMP) – Recreation, dated 2022.

This letter is in response to an assessment of the application based on the submitted further information and supersedes our previous general terms of approval dated 04/12/2024.

For any queries regarding this correspondence, please contact Nicole Van Dorst on 1300 NSW RFS.

Yours sincerely,

Nika Fomin  
Manager Planning & Environment Services  
Built & Natural Environment





## BUSH FIRE SAFETY AUTHORITY

Subdivision - Torrens Title Subdivision  
30 Honeymyrtle Street Thornton NSW 2322, 206//DP1228517, 425//DP1262858, 1538//DP832922  
RFS Reference: DA-2019-03103-S38-2  
Your Reference: (CNR-18757) DA/2019/682

This Bush Fire Safety Authority is issued on behalf of the Commissioner of the NSW Rural Fire Service under s100b of the Rural Fires Act (1997) subject to the attached General Terms of Approval.

This authority supersedes the previous Bush Fire Safety Authority DA-2019-03103-S38-1 issued on 04/12/2024 and confirms that, subject to the attached reissued General Terms of Approval being met, the proposed development will meet the NSW Rural Fire Service requirements for Bush Fire Safety under s100b of the Rural Fires Act 1997.

**Nika Fomin**

Manager Planning & Environment Services  
Built & Natural Environment

Wednesday 21 May 2025



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Schedule 2 – General Terms of Approval issued by the Department of Planning and Environment - Water, dated 27 November 2024

## Department of Planning and Environment



Contact: Department of Planning and Environment-Water  
Phone: [REDACTED]

Email: [REDACTED]

Our ref: IDAS-2024-10801  
Your ref: DA/2019/682

27 November 2024

The General Manager  
MAITLAND CITY COUNCIL  
263 HIGH STREET MAITLAND 2320

Attention: Georgie Williams

Uploaded to the ePlanning Portal

Dear Sir/Madam

**Re:** IDAS-2024-10801 - Integrated Development Referral – General Terms of Approval  
**Dev Ref:** DA/2019/682  
**Description:** Torrens Title Subdivision - 28 Residential Lots, Drainage Reserve and Associated Infrastructure  
**Location:** Lot 206, DP1228517, 30 HONEYMYRTLE STREET THORNTON 2322  
Lot 425, DP1262858, HILLGATE DRIVE THORNTON 2322  
Lot 1538, DP832922, 52 THOMAS COKE DRIVE THORNTON 2322

I refer to your recent referral regarding an integrated Development Application (DA) proposed for the above location. Attached, please find Department of Planning and Environment-Water's General Terms of Approval (GTA) for part of the proposed development requiring a Controlled Activity approval under the *Water Management Act 2000* (WM Act), as detailed in the subject DA.

Please note Council's statutory obligations under section 4.46 of the *Environmental Planning and Assessment Act 1979* (EPA Act) which requires consent, granted by a consent authority, to be consistent with the general terms of any approval proposed to be granted by the approval body.

If the proposed development is approved by Council, the department requests these GTA be included (in their entirety) in Council's development consent. Please also note the department requests notification:

- if any plans or documents are amended and these amendments significantly change the proposed development or result in additional works or activities (i) in the bed of any river, lake or estuary; (ii) on the banks of any river lake or estuary, (iii) on land within 40 metres of the highest bank of a river lake or estuary; or (iv) any excavation which interferes with an aquifer.

The Department of Planning and Environment-Water will ascertain from the notification if the amended plans require review of or variation/s to the GTA. This requirement applies even if the amendment is part of Council's proposed consent conditions and do not appear in the original documentation.

- if Council receives an application under s4.46 of the EPA Act to modify the development consent and the modifications change the proposed work or activities described in the original DA.
- of any legal challenge to the consent.

As the proposed work or activity cannot commence before the applicant applies for and obtains an approval, the department recommends the following condition be included in the development consent:

**The attached GTA issued by the Department of Planning and Environment-Water do not constitute an approval under the *Water Management Act 2000*. The development consent holder must apply to the department for a Controlled Activity approval after consent has been issued by Council and before the commencement of any work or activity.**

A completed application must be submitted to the department together with any required plans, documents, application fee and proof of Council's development consent. Finalisation of an approval can take up to eight (8) weeks from the date the application and all required

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LOCKED BAG 5022, Parramatta, NSW 2124

[www.dpie.nsw.gov.au](http://www.dpie.nsw.gov.au)

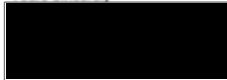
supporting documentation is received.

Applications for controlled activity approval should be made to the department, by lodgement of a Controlled Activity Approval – New approval application on the NSW Planning Portal at:  
<https://www.planningportal.nsw.gov.au/>

The Department of Planning and Environment-Water requests that Council provide a copy of this letter to the development consent holder.

The Department of Planning and Environment-Water also requests a copy of the determination for this development application be provided by Council as required under section 4.47(6) the EPA Act.

Yours Sincerely



For  
Patrick Pahlow  
Team Leader  
Licensing and Approvals  
Department of Planning and Environment-Water

---

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## General Terms of Approval

for proposed development requiring approval under s89, 90 or 91 of the Water Management Act 2000

**Reference Number:** IDAS-2024-10801  
**Issue date of GTA:** 27 November 2024  
**Type of Approval:** Controlled Activity  
**Location of work/activity:** Lot 206, DP1228517, 30 HONEYMYRTLE STREET THORNTON 2322  
Lot 425, DP1262858, HILLGATE DRIVE THORNTON 2322  
Lot 1538, DP832922, 52 THOMAS COKE DRIVE THORNTON 2322  
**Waterfront Land:** Unnamed tributaries of Francis Greenway Creek.  
**DA Number:** DA/2019/682  
**LGA:** MAITLAND

The GTA issued by Department of Planning and Environment-Water do not constitute an approval under the *Water Management Act 2000*. The development consent holder must apply to the Department of Planning and Environment-Water for the relevant approval **after development consent** has been issued by Council **and before** the commencement of any work or activity.

Condition Number	Details
------------------	---------

- |         |   |
|---------|---|
| TC-G001 | Before commencing any proposed controlled activity on waterfront land, an application must be submitted to Department of Planning and Environment-Water, and obtained, for a controlled activity approval under the Water Management Act 2000.  |
| TC-G004 | A. This General Terms of Approval (GTA) only applies to the proposed controlled activity described in the plans and associated documents found in Schedule 1, relating to Development Application DA/2019/682 provided by Council to Department of Planning and Environment-Water.<br><br>B. Any amendments or modifications to the proposed controlled activity may render the GTA invalid. If the proposed controlled activity is amended or modified, Department of Planning and Environment-Water, must be notified in writing to determine if any variations to the GTA will be required.  |
| TC-G005 | A. The application for a controlled activity approval must include the following plan(s): <ul style="list-style-type: none"><li>• Site plans - indicating the demarcation of waterfront land, designated riparian corridors and identifying any areas of encroachments and offsets.</li><li>• Erosion and sediment control plans - for all works on waterfront land.</li><li>• Construction stormwater drainage outlet plan - for the outlets into the watercourse.</li><li>• Vegetation management plan - for the reestablishment of a riparian corridor around the basin.</li><li>• Construction detailed basin design plans</li><li>• Construction detailed bulk earthworks plans - for all works on waterfront land.</li></ul><br>B. The plan(s) must be prepared in accordance with Department of Planning and Environment-Water's guidelines located on the website <a href="https://www.dpie.nsw.gov.au/water/licensing-and-trade/approvals/controlled-activity-approvals/what/guidelines">https://www.dpie.nsw.gov.au/water/licensing-and-trade/approvals/controlled-activity-approvals/what/guidelines</a> |



## General Terms of Approval

for proposed development requiring approval under s89, 90 or 91 of the Water Management Act 2000

### SCHEDULE 1

The plans and associated documentation listed in this schedule are referred to in general terms of approval (GTA) issued by Department of Planning and Environment-Water for integrated development associated with IDAS-2024-10801 as provided by Council:

- Set of Engineering Plans, Thornton Stage 2, Hillgate Drive, Thornton, Civil and Drainage Works, For Development Consent, Prepared by MM Hynddes Bailey & Co, Version G, Dated 8/11/2024
- Landscape Plans, Proposed Subdivision, Stage 2 Brentwood, Lot 425, DP1262858, Thornton, Prepared by JK's Garden Creation and Tolero Landscape Design, Dated 5.10.24
- PERFORMANCE-BASED ASSESSMENT FOR A PROPOSED SUBDIVISION AT STAGE 2 THORNTON (LOT 425 DP 1262858), Prepared by Firebird ecoSultants Pty Ltd, Version 3 24th October 2024.

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## Schedule 3 - Ausgrid Referral Comments, dated 20 October 2025

TELEPHONE: [REDACTED]  
 EMAIL: [REDACTED]  
 1900152531

REFERENCE: Notification No.



ATTN: Georgie Williams  
 Maitland City Council  
 PO Box 220  
 Maitland NSW 2320

570 George Street  
 Sydney NSW 2000  
 All mail to GPO Box 4009  
 Sydney NSW 2001  
 T +61 2 131 525  
 F +61 2 9269 2830  
 www.ausgrid.com.au

**Re: DA/2019/682 - 30 HONEYMYRTLE STREET THORNTON - Two into  
 36 lot Torrens Title  
 Subdivision with one drainage reserve and associated infrastructure.**

I refer to Maitland City Council development application DA/2019/682.

This letter is Ausgrid's response under clause 45(2) of the State Environmental planning Policy (Transport and Infrastructure) 2021.

The assessment and evaluation of environmental impacts for a new development consent (or where a development consent is modified) is undertaken in accordance with requirements of Section 79C of the Environmental Planning and Assessment Act 1979. One of the obligations upon consent authorities, such as local councils, is to consider the suitability of the site for the development which can include a consideration of whether the proposal is compatible with the surrounding land uses and the existing environment.

In this regard, Ausgrid requires that due consideration be given to the compatibility of proposed development with existing Ausgrid infrastructure, particularly in relation to risks of electrocution, fire risks, Electric & Magnetic Fields (EMFs), noise, visual amenity and other matters that may impact on Ausgrid or the development.

**With Regard to: Two into 36 lot Torrens Title Subdivision with one drainage reserve and associated infrastructure at 30 HONEYMYRTLE STREET THORNTON**

Ausgrid does not object to the proposal. Please refer to the following information and conditions:

#### **Method of Electricity Connection**

The method of connection will be in line with Ausgrid's Electrical Standard (ES)1 – 'Premise Connection Requirements'.

#### **Supply of Electricity**

It is recommended for the nominated electrical consultant/contractor to provide a preliminary enquiry to Ausgrid to obtain advice for the connection of the proposed development to the adjacent electricity network infrastructure. An assessment will be carried out based on the enquiry which may include whether or not:

- The existing network can support the expected electrical load of the development -
- A substation may be required on-site, either a pad mount kiosk or chamber style and -

site conditions or other issues that may impact on the method of supply.

Please direct the developer to Ausgrid's website, [www.ausgrid.com.au](http://www.ausgrid.com.au) about how to connect to Ausgrid's network.

#### **Conduit Installation**

The need for additional electricity conduits in the footway adjacent to the development will be ~~assessed and~~ documented in Ausgrid's Design Information, used to prepare the connection project design.

#### **Vegetation**

All proposed vegetation underneath overhead power lines and above underground cables must comply with the requirements of ISSC 3 Guideline For Managing Vegetation Near Power Lines.

The developer is to consider the impact that existing ~~streetlighting~~ and any future replacement streetlighting and maintenance may have on the development. Should the developer determine that any existing streetlighting may impact the development, the developer should either review the development design, particular the placement of windows, or discuss with Ausgrid the options for relocating the streetlighting. The relocating of any streetlighting will generally be at the developers cost. In many cases is not possible to relocate streetlighting due to its strategic positioning.

**Proximity to Existing Network Assets**  
**Underground Cables**

There are existing underground electricity network assets in adjacent to the development area. Special care should also be taken to ensure that driveways and any other construction activities within the footpath area do not interfere with the existing cables in the footpath. Ausgrid cannot guarantee the depth of cables due to possible changes in ground levels from previous activities after the cables were installed. Hence it is recommended that the developer locate and record the depth of all known underground services prior to any excavation in the area.

~~Safework~~ Australia – Excavation Code of Practice, and Ausgrid's Network Standard NS156 outlines the minimum requirements for working around Ausgrid's underground cables.

Please do not hesitate to contact Jeffrey Lyons on Ph: [REDACTED] (please quote our ref: Trim 2017/28/504) should you require any further information.

Regards, Jeff



Jeffrey Lyons  
Engineering Officer  
Ausgrid



# **City Planning**

## **Exhibition of Voluntary Planning Agreement – Dedication of Biodiversity Land – Caldera Street Chisholm – Avid Residential Estates**

### **Draft Voluntary Planning Agreement (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 2**

**Number of Pages: 56**

Deed

**Biodiversity Land Dedication**  
**Billabong Parade & 7 Caldera Street, Chisholm**

**Planning Agreement**

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Maitland City Council  
AVID Residential Estates Pty Ltd

[26 August 2025]

**Biodiversity Land Dedication – Billabong Parade & 7 Caldera Street,  
Chisholm**

**Maitland City Council**

**AVID Residential Estates Pty Ltd**

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**Maitland City Council**

**AVID Residential Estates Pty Ltd**

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**Maitland City Council**

**AVID Residential Estates Pty Ltd**

## Regulatory Compliance Tables

**Table 1 – Provisions of Act**

Act Provision	Requirement	Compliance
<b>S.7.4(1)</b>	<b>'Planning Authority'</b>	Council
	<b>'Developer'</b>	Developer
	<b>Person associated with Developer</b>	N/A
	<b>Development Application / Modification Application</b>	See definitions of ' <i>Development Application</i> ' and ' <i>Modification Application</i> ' in clause 1.1 and Item 4.a of the VPA Particulars
	<b>Development Contributions</b>	See Part 2 and Development Contributions Table
<b>S.7.4(1), (2)</b>	<b>Public Purpose</b>	See Column 2 of the Development Contributions Table
<b>S.7.4(3)(a)</b>	<b>Land</b>	See Definition of ' <i>Land</i> ' in clause 1.1 and Item 1 of the VPA Particulars
<b>S.7.4(3)(b)(i)</b>	<b>Instrument Change</b>	N/A
<b>S.7.4(3)(b)(ii)</b>	<b>Development</b>	See definition of ' <i>Development</i> ' in clause 1.1 and Item 2 of the VPA Particulars
<b>S.7.4(3)(c)</b>	<b>Details of Developer's Provision</b>	See Development Contributions Table
<b>S.7.4(3)(d)</b>	<b>Whether s7.11, s7.12 and Subdivision 4 of Division 7.1 of the Act Apply to the Development</b>	See clauses 8.1, 8.3 and 8.3 and Item 7.a, 7.c and 7.d of the VPA Particulars
<b>S.7.4(3)(e)</b>	<b>Whether benefits under Deed are or are not to be taken into consideration in determining a Development</b>	See clause 8.2 and Item 7.b of the VPA Particulars

**Biodiversity Land Dedication – Billabong Parade & 7 Caldera Street,  
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**Maitland City Council**

**AVID Residential Estates Pty Ltd**

	<b>Contribution under s7.11</b>	
<b>S.7.4(3)(f)</b>	<b>Mechanism for the Resolution of Disputes</b>	See Part 3
<b>S.7.4(3)(g)</b>	<b>Enforcement of the Agreement by a Suitable Means in the Event of Breach by the Developer</b>	See Part 4 and Items 15–18 of the VPA Particulars
<b>S.7.4 (10)</b>	<b>Conformity of Agreement with Act, Environmental Planning Instruments, &amp; Development Consents Applying to the Land</b>	Yes
<b>S.7.5</b>	<b>Public Notice &amp; Public Inspection of Draft Agreement</b>	Yes
<b>S.7.6</b>	<b>Registration</b>	See clause 21
<b>S.6.15(1)(d)</b>	<b>If the Development involves the subdivision of land, does this Agreement impose requirements that are required to be complied with before a subdivision certificate is issued?</b>	Yes, see clauses 11 and 17.

**Biodiversity Land Dedication – Billabong Parade & 7 Caldera Street,  
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**Maitland City Council**

**AVID Residential Estates Pty Ltd**

**Table 2 – Provisions of Regulation**

Regulation Provision	Requirement	Compliance
<b>Environmental Planning and Assessment Regulation 2021</b>		
<b>S.203(1)</b>	<b>Form &amp; Subject-Matter</b>	Yes
<b>S.203(7)</b>	<b>Secretary's Practice Note</b>	Yes
<b>S.204</b>	<b>Public Notice &amp; Public Inspection of Draft Agreement</b>	Yes
<b>S.205</b>	<b>Explanatory Note</b>	See Appendix
<b>Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</b>		
<b>Ss.21, 34</b>	<b>If the Development involves building work or subdivision work, does the Agreement specify requirements that are required to be complied with before a construction certificate or subdivision works certificate for the work is issued?</b>	N/A

**Biodiversity Land Dedication – Billabong Parade & 7 Caldera Street,  
Chisholm**

**Maitland City Council**

**AVID Residential Estates Pty Ltd**

## Parties

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

**Developer**                **Avid Residential Estates Pty Ltd** ABN 96 054 228 929 of  
Level 5, 7 Macquarie Place, Sydney NSW 2000

## Background

- A The Developer owns the Land.
- B The Developer has lodged DA/2023/497 with the Council seeking consent under the Act to carry out the subdivision of land into 281 residential lots in three stages and one residue lot at, 7 Caldera Street, 29 Stillwater Parade, 40 Goldring Street, 3 Caldera Street, 18 Darkmouth Street, 16 Darkmouth Street, 9 Rockmaster Street, Emperor Parade, and 261 Settlers Boulevard, Chisholm.
- C The Developer has offered to dedicate to Council the BMP Land free of cost to the Council to ensure the completion of the BMP Works and the VMP Works in connection with the Development, and to provide security to the Council to secure the completion of any outstanding BMP Works and VMP Works, as set out in this Deed.
- D The Parties wish to enter into this Deed to give effect to the offer made by the Developer.

## Operative provisions

### Part 1 - Preliminary

#### 1 Definitions & Interpretation

##### Definitions

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

**Biodiversity Land Dedication – Billabong Parade & 7 Caldera Street,  
Chisholm**

**Maitland City Council**

**AVID Residential Estates Pty Ltd**

**Table**

<b>Column 1</b>	<b>Column 2</b>
<b>Word or phrase</b>	<b>Meaning</b>
<b>Act</b>	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
<b>Applicable Contributions Plan</b>	means the contributions plan (within the meaning of the Act) specified in Item 6 of the VPA Particulars as amended or substituted from time to time.
<b>Applicable Development Consent</b>	means the development consent specified or described in Item 5 of the VPA Particulars or granted in respect of the Development.
<b>Approval</b>	includes approval, consent, licence, permission or the like.
<b>Approved Person</b>	means a person reasonably approved by the Council to undertake construction, supervision, inspection, testing or certification of the BMP Works because of the suitability of their qualifications, skills and experience in the Council's reasonable opinion.
<b>Authority</b>	means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the <i>Local Government Act 1993</i> (NSW), or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.
<b>BMP Land</b>	means the land specified or described in Item 1.a of the VPA Particulars.
<b>BMP / VMP Site Location Map</b>	means the map appearing in Schedule 2 of this Deed.
<b>BMP</b>	means the Biodiversity Works Management Plan required to be prepared and approved pursuant to the Applicable Development Consent.
<b>BMP Works</b>	means the works, activities and other obligations on and with respect to the biodiversity management of the BMP Land set out in the BMP.



**Biodiversity Land Dedication – Billabong Parade & 7 Caldera Street,  
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**Maitland City Council**

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<b>BMP Works Commencement Notice</b>	means a notice in writing given by the Developer to the Council specifying a date, not sooner than 7 days from the date of the notice, on which the Developer intends to commence the BMP Works.
<b>BMP Works Completion Certificate</b>	means a certificate in writing issued by the Council to the Developer stating that, in the Council's opinion, the BMP Works have been completed and maintained by the Developer in accordance with the BMP and any Defects in those works have been Rectified to the Council's reasonable satisfaction.
<b>BMP Works Security</b>	means a Bank Guarantee, Bond or cash deposit in an amount specified in Item 15.a of the VPA Particulars indexed in accordance with Item <b>Error! Reference source not found.</b> of the VPA Particulars.
<b>Background Intellectual Property</b>	means Intellectual Property that: <ul style="list-style-type: none"> <li>(a) relates to the BMP Works and VMP Works,</li> <li>(b) exists at the date of this Deed or is later created but not as a result of performing this Deed,</li> <li>(c) does not belong to a third party.</li> </ul>
<b>Bank Guarantee</b>	means an irrevocable and unconditional undertaking to be returned in accordance with clause 17.8 and 17.9 in favour of the Council to pay an amount or amounts of money to the Council on demand and includes an adequate description of the development to which it relates and the work or action being secured issued by: <ul style="list-style-type: none"> <li>(a) one of the following trading banks:               <ul style="list-style-type: none"> <li>(i) Australia and New Zealand Banking Group Limited,</li> <li>(ii) Commonwealth Bank of Australia,</li> <li>(iii) Macquarie Bank Limited,</li> <li>(iv) National Australia Bank Limited,</li> <li>(v) St George Bank Limited,</li> <li>(vi) Westpac Banking Corporation, or</li> </ul> </li> <li>(b) any other financial institution approved by the Council in its absolute discretion.</li> </ul>
<b>Bond</b>	means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by an

**Biodiversity Land Dedication – Billabong Parade & 7 Caldera Street,  
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	Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia that has at all times an investment grade security rating from an industry recognised rating agency.
<b>Claim</b>	includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.
<b>Clearance Certificate</b>	means a clearance certificate issued by the Commissioner for Taxation under paragraph 14-220 of Schedule 1 of the <i>Taxation Administration Act 1953</i> (Cth).
<b>Confidential Information</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) is by its nature confidential,</li> <li>(b) has been designated as confidential by the giver of the information acting reasonably,</li> <li>(c) is capable of protection at common law or equity as confidential information, or</li> <li>(d) is derived or produced partly from the information in paragraphs (a), (b) or (c) above,</li> </ul> <p>but does not include information that:</p> <ul style="list-style-type: none"> <li>(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,</li> <li>(f) is independently known or developed by the recipient of the information, or</li> <li>(g) is required by Law to be disclosed.</li> </ul>
<b>Construction Certificate</b>	has the same meaning as in the Act.
<b>Construction Contract</b>	means a contract or arrangement entered into between the Developer as principal and another person under which the other person undertakes to provide Work required by this Deed, or to supply related goods and services, for the Developer.

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<b>Cost</b>	means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
<b>CPI</b>	means the 'Consumer Price Index – Sydney All Groups' published by the Australian Bureau of Statistics.
<b>Deed</b>	means this Deed and includes any schedules, annexures and appendices to this Deed.
<b>Defect</b>	means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.
<b>Defects Liability Period</b>	means, in relation to the whole or any specified part of the BMP Works or the VMP Works, the period specified in Item 13 of the VPA Particulars.
<b>Development</b>	means the development specified or described in Item 2 of the VPA Particulars.
<b>Development Application</b>	means the development application within the meaning of the Act specified or described in Item 4.a of the VPA Particulars.
<b>Development Contribution</b>	means the dedication of land free of cost, a monetary contribution, the provision of any other material public benefit including but not limited to the provision of Works, or any combination of them.
<b>Development Staging Plan</b>	means Drawing Reference Number. 190433(JENSEN)-DA-120) submitted with the Development Application as approved (with or without amendments) by the Applicable Development Consent.
<b>Dispute</b>	means a dispute or difference between the Parties under or in relation to this Deed.
<b>ELNO</b>	has the meaning given to that term in the Participation Rules.
<b>Equipment</b>	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.
<b>Final Stage</b>	means Stage 83 of the Development shown on the Development Staging Plan.

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<b>Force Majeure Event</b>	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.
<b>Foreign Resident Capital Gains Withholding Amount</b>	mean the amount a purchaser is required to pay to the Commissioner for Taxation under paragraph 14-200 of the <i>Taxation Administration Act 1953 (Cth)</i> .
<b>GST</b>	has the same meaning as in the GST Law.
<b>GST Law</b>	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> and any other Act or regulation relating to the imposition or administration of the GST.
<b>Insurances</b>	means the insurances specified in Item 19 of the VPA Particulars and such other insurances required by law in relation to the BMP Works.
<b>Intellectual Property</b>	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.
<b>Item</b>	means a numbered item appearing in the VPA Particulars or the Development Contributions Table.
<b>Just Terms Act</b>	means the <i>Land Acquisition (Just Terms Compensation) Act 1991 (NSW)</i> .
<b>Land</b>	Means the land the subject of the Applicable Development Consent being: <ul style="list-style-type: none"> <li>• Lot 2 DP1295677,</li> <li>• Lot 6121 DP1268036,</li> <li>• Lot 6140 DP1284398,</li> <li>• Lot 3001 DP1264314,</li> <li>• Lot 2726 DP1237666,</li> <li>• Lot 2531 DP1224018,</li> <li>• Lot 2425 DP1224017,</li> <li>• Lot 4 DP1222785, and</li> <li>• proposed Lots 6284 to 6131 of DP1268036,</li> </ul> otherwise known as 7 Caldera Street, 29 Stillwater Parade, 40 Goldring Street, 3 & 7 Caldera Street,

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	18 Darkmouth Street, 16 Darkmouth Street, 9 Rockmaster Street, Emperor Parade, Billabong Parade and 261 Settlers Boulevard, Chisholm
<b>N/A</b>	means Not Applicable
<b>Participation Rules</b>	means the participation rules as determined by the <i>Electronic Conveyancing National Law</i> as set out in the <i>Electronic Conveyancing (Adoption of National Law) Act 2012</i> (NSW).
<b>Party</b>	means a party to this Deed.
<b>PEXA</b>	means Property Exchange Australia Ltd.
<b>Principal Contractor</b>	means the Person defined in as the Principal Contractor under the <i>Work Health and Safety Act 2011</i> (NSW) or <i>Work Health and Safety Regulation 2011</i> (NSW) or an equivalent under Commonwealth work health and safety laws.
<b>Rectify</b>	means rectify, remedy or correct.
<b>Regulation</b>	means the <i>Environmental Planning and Assessment Regulation 2021</i> (NSW).
<b>Section 7.11 Contribution</b>	means a monetary contribution payable to the Council under s7.11 of the Act pursuant to the Applicable Development Consent.
<b>Subdivision Certificate</b>	has the same meaning as in the Act.
<b>Technical Data</b>	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.
<b>Third Party Intellectual Property</b>	means Intellectual Property relating to the BMP Works and VMP Works that is owned by a person other than the Council or the Developer.
<b>VPA Particulars</b>	means the information contained in Schedule 1.
<b>VMP</b>	means the Vegetation Management Plan required to be prepared and approved pursuant to the Applicable Development Consent.
<b>VMP Land</b>	means the land specified or described in Item 1.b of the VPA Particulars.

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<b>VMP Works</b>	means the works, activities and other obligations on and with respect to the vegetation management of the VMP Land set out in the VMP.
<b>VMP Works Commencement Notice</b>	means a notice in writing given by the Developer to the Council specifying a date, not sooner than 7 days from the date of the notice, on which the Developer intends to commence the VMP Works.
<b>VMP Works Completion Certificate</b>	means a certificate in writing issued by the Council to the Developer stating that, in the Council's opinion, the VMP Works have been completed and maintained by the Developer in accordance with the VMP and any Defects in those works have been Rectified to the Council's reasonable satisfaction.
<b>VMP Works Security</b>	means a Bank Guarantee, Bond or cash deposit in an amount specified in Item 15.b of the VPA Particulars indexed in accordance with Item 15.c of the VPA Particulars.
<b>WHS</b>	means work health and safety.
<b>WHS Law</b>	means the <i>Work Health and Safety Act 2011</i> (NSW) and <i>Work Health and Safety Regulation 2011</i> (NSW).
<b>Work</b>	means the physical result of carrying out work in, on, over or under land.
<b>Interpretation</b>	
1.2	In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
1.2.1	Headings are inserted for convenience only and do not affect the interpretation of this Deed.
1.2.2	A reference in this Deed to a business day means a day other than a Saturday or Sunday or a public holiday on which banks are open for business generally in Sydney.
1.2.3	If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
1.2.4	A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
1.2.5	A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
1.2.6	A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and

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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 this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 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 Status of this Deed**

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.

## **3 Commencement**

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



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#### **4 Application of this Deed**

- 4.1 This Deed applies to the Land and to the Development.
- 4.2 The Developer acknowledges and agrees that the Applicable Development Consent may be granted subject to a condition requiring this VPA to be complied with in connection with the carrying out of the Development and the Developer is not to object to, or seek a review of, or or appeal against the imposition of such a condition.

#### **5 Warranties**

- 5.1 The Parties warrant to each other that they:
  - 5.1.1 have full capacity to enter into this Deed, and
  - 5.1.2 are able to fully comply with their obligations under this Deed.

#### **6 Further agreements**

- 6.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

#### **7 Surrender of right of appeal, etc.**

- 7.1 The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

#### **8 Application of s7.11, s7.12 & Subdivision 4, Division 7.1 of the Act**

##### **Section 7.11 of the Act**

- 8.1 Item 7.a of the VPA Particulars states whether this Deed excludes (wholly or in part) the application of section 7.11 of the Act to the Development.
- 8.2 If Item 7.a of the VPA Particulars states that this Deed does not wholly exclude the application of section 7.11 of the Act to the Development, Item 7.b of the VPA Particulars states whether the benefits provided by the Developer under this Deed are to be taken into consideration when determining a Development Contribution under section 7.11 relating to the Development.



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**Section 7.12 of the Act**

- 8.3 Item 7.c of the VPA Particulars states whether this Deed excludes (wholly or in part) the application of section 7.11 of the Act to the Development.

**Subdivision 4 of Division 7.1 of the Act**

- 8.4 Item 7.d of the VPA Particulars states whether this Deed excludes (wholly or in part) the application of Subdivision 4 of Division 7.1 of the Act to the Development.

**Part 2 – Development Contributions**

**9 [Not Used]**

**10 [Not Used]**

**11 Dedication of BMP Land**

**Requirement to dedicate BMP Land**

- 11.1 The Developer is to dedicate the BMP Land to the Council as an *existing lot* in a *current plan* (within the meaning of the *Conveyancing Act 1919* (NSW)) free of any Cost to the Council as part of, or in conjunction with, the registration of a plan of subdivision authorised by a Subdivision Certificate for the Final Stage of the Development.

**Use by Council of dedicated BMP Land**

- 11.2 The Council is to apply the BMP Land dedicated to it under clause 11.1 for the public purpose of the vegetation management of the BMP Land in accordance with this Deed.

**When dedication of BMP Land is made**

- 11.3 The BMP Land is dedicated to the Council for the purposes of this Deed when:
- 11.3.1 the Council is given:
- (a) a Clearance Certificate that is valid at the time of dedication of the BMP Land, or
  - (b) the Foreign Resident Capital Gains Withholding Amount in respect of the BMP Land, and
- 11.3.2 one of the following (as applicable) has occurred:

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- (a) a deposited plan is registered in the register of plans maintained by the Registrar-General that dedicates the BMP Land as a public reserve or drainage reserve under the *Local Government Act 1993* (NSW), or
- (b) the Council is given evidence that a transfer of the BMP Land to the Council has been effected by means of electronic lodgement and registration through PEXA or another ELNO.

**Developer to facilitate dedication of BMP Land**

- 11.4 The Developer is to do all things reasonably necessary to enable registration of the instrument of transfer of the BMP Land to Council to occur.

**BMP Land to be dedicated free of encumbrances**

- 11.5 The Developer is to ensure that the BMP Land is dedicated to the Council free of all encumbrances and affectations (whether registered or unregistered other than those appearing on the title to the BMP Land or otherwise notified in writing by the Developer to Council before this Deed is entered into and including without limitation any charge or liability for rates, taxes and charges) except as otherwise agreed in writing by the Council.
- 11.6 Without limiting clause 11.5, the Developer is to ensure that registered Mortgage AT362854 is removed from the folio of the register maintained under the *Real Property Act 1900* (NSW) for the BMP Land (to the extent to which it encumbers the title to such land) on or before the dedication of such land to the Council.

**Developer to bear Cost of dedication of BMP Land**

- 11.7 The Developer is responsible for meeting all of the Council's Costs of and incidental to the dedication of the BMP Land to the Council as notified in writing by the Council to the Developer.

**No Dispute**

- 11.8 Clauses 15 and 16 of this Deed do not apply to a notice issued by the Council to the Developer under clause 11.7 or to the amount of Costs specified in the notice.

**Caveat by Council**

- 11.9 The Developer acknowledges that the Council has an equitable estate or interest in the BMP Land entitling the Council, pursuant to section 74F of the *Real Property Act 1900* (NSW), to lodge with the Registrar-General a caveat prohibiting the recording of any dealing affecting the Council's estate or interest in that land.
- 11.10 Council agrees to remove any registered caveat referred to in clause 11.9 after this Deed has been registered on title to the BMP Land.

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## **12 BMP Works & VMP Works**

### **Developer to undertake BMP Works & VMP Works**

12.1 The Developer is to:

- 12.1.1 undertake and maintain the BMP Works on the BMP Land for a period of seven (7) years, starting from the date of the commencement of the BMP Works, and
- 12.1.2 undertake and maintain the VMP Works on the VMP Land for a period of seven (7) years, or until regeneration targets are met, whichever is greater, starting from the date of the commencement of the VMP Works.

### **Grant of licence**

12.2 The Council hereby grants to the Developer a non-exclusive licence to enter the BMP Land following its dedication to Council in accordance with this Deed for the purpose of undertaking the BMP Works and VMP Works, respectively, and otherwise complying with its obligations under this Deed.

### **When BMP Works & VMP Works commence**

12.3 The Developer is to commence:

- 12.3.1 the BMP Works prior to any clearing works occurring on the Land, or if the conditions of Applicable Development Consent specify a different time for commencement of the BMP Works then the Developer must commence those works by the time required in the Applicable Development Consent.
- 12.3.2 the VMP Works prior to any clearing works occurring on the Land, or if the conditions of Applicable Development Consent specify a different time for commencement of the VMP Works then the Developer must commence those works by the time required in the Applicable Development Consent.

### **BMP Works and VMP Works to be undertaken in accordance with BMP and VMP**

12.4 The Developer is to undertake the BMP Works strictly in accordance with the BMP and the VMP Works strictly in accordance with the VMP, subject to any written agreement with Council to the contrary.

### **Developer to bear cost of BMP Works and VMP Works**

12.5 The Developer is to bear the full cost of undertaking the BMP Works and the VMP Works.

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### **13 Application of Schedule 3 to BMP Works & VMP Works**

- 13.1 *Schedule 3 – BMP Works & VMP Works Provisions* have effect in relation to the BMP Works and the VMP Works required to be undertaken by the Developer under this Deed.

### **14 [Not Used]**

## **Part 3 – Dispute Resolution**

### **15 Dispute Resolution – mediation**

#### **Application of clause**

- 15.1 This clause 15 applies to any Dispute arising in connection with this Deed other than a dispute to which clause 16 applies.

#### **When Dispute arises**

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

#### **Meeting between Parties**

- 15.3 If a notice is given under clause 15.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

#### **Mediation of Dispute**

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

#### **Exercise of legal rights**

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

#### **Costs**

- 15.6 Each Party is to bear its own Costs arising from or in connection with the appointment of a mediator and the mediation.

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- 15.7 The Parties are to share equally the Costs of the President, the mediator, and the mediation.

## **16 Dispute resolution – expert determination**

### **Application of clause**

- 16.1 This clause 16 applies to a Dispute arising in connection with this Deed if:
- 16.1.1 the Parties agree that the Dispute can be appropriately determined by expert determination, or
  - 16.1.2 the Chief Executive Officer (or equivalent) of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion at the joint request of the Parties that the Dispute can be determined by a member of that body.

### **When Dispute arises**

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

### **Meeting between Parties**

- 16.3 If a notice is given under clause 16.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

### **Expert determination**

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

### **Expert determination binding**

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

### **Costs of Parties**

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

### **Costs of Expert**

- 16.7 The Parties are to share equally the Costs of the President, the expert, and the expert determination.

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## **Part 4 - Enforcement**

### **17 Security for Performance of BMP Works & VMP Works**

#### **Application of this clause**

- 17.1 This clause 17 applies to and in respect of:
- 17.1.1 the BMP Works and the BMP Works Security as detailed in Item 15.a of the VPA Particulars, and
  - 17.1.2 the VMP Works and the VMP Works Security as detailed in Item 15.b of the VPA Particulars.

#### **Determination of estimated cost of BMP Works and VMP Works**

- 17.2 For the purposes of Item 15.a and Item 15.b of the VPA Particulars, the estimated cost of the BMP Works and the VMP Works that are incomplete immediately before the issuing of a Subdivision Works Certificate for the Final Stage of the Development is to be determined as follows:
- 17.2.1 immediately before the Developer makes an application for the issuing of a Subdivision Works Certificate for the Final Stage of the Development, the Developer, at its cost, is to submit to the Council a written opinion of the estimated cost from a registered quantity surveyor of the BMP Works and the VMP Works that are incomplete at that time,
  - 17.2.2 the Council, acting reasonably and in good faith, is to consider the written opinion submitted to by the Developer under clause 17.2.1, and is to inform the Developer by written notice whether it accepts the opinion as being the estimated cost of the uncompleted BMP Works and the uncompleted VMP Works for the purposes of Item 15.a and 15.b of the VPA Particulars and this clause 17,
  - 17.2.3 if the Council informs the Developer that it does not accept the opinion submitted under clause 17.2.1, the Developer, at its cost, is to submit to the Council a second written opinion of the estimated costs from another registered quantity surveyor and the average of the two opinions is to be accepted as the estimated cost of the uncompleted BMP Works and the uncompleted VMP Works for the purposes of Item 15.a and 15.b of the VPA Particulars and this clause 17.
- 17.3 N/A

#### **Provision of BMP Works and VMP Works Security**

- 17.4 The Developer is to provide the BMP Works Security and VMP Works Security to the Council within twenty (20) days of receiving the written notice from the Council relating to the relevant security under clause 17.2.2.

#### **Purpose of BMP Works Security and VMP Works Security**

- 17.5 The Council is to hold:



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17.5.1 the BMP Works Security as security for the Developer performing its obligations under this Deed relating to the BMP Works, and

17.5.2 the VMP Works Security as security for the Developer performing its obligations under this Deed relating to the VMP Works, respectively.

17.6 [Not Used]

**Call-up of BMP Works Security and VMP Works Security**

17.7 Subject to clause 19.2, if the Developer breaches any its obligations under this Deed relating to the purpose of the BMP Works Security and VMP Works Security or if there is a Defect in the BMP Works or the VMP Works, the Council may, without further notice to the Developer and notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, call-up the BMP Works Security or VMP Works Security (as the case requires) and apply it to remedy the Developer's breach or Rectify the Defect (as the case requires) and towards the Council's Costs specified in clause 19.5 of so doing.

**Release & return of BMP Works Security and VMP Works Security**

17.8 Subject to clause 17.9, the Council is to release and return the BMP Works Security and the VMP Works Security or any unused part of them to the Developer within 14 days of having issued to the Developer a BMP Works Completion Certificate or a VMP Works Completion Certificate (as the case may be).

17.9 Clause 17.8 does not prevent the Parties entering into a written agreement providing for the progressive release of the BMP Works Security or VMP Works Security upon completion of particular BMP Works or the VMP Works to the Council's reasonable satisfaction as specified in the agreement.

**Replacement BMP Works Security and VMP Works Security**

17.10 The Developer may provide the Council with a replacement BMP Works Security or VMP Works Security at any time but not more frequent than once every 2 years.

17.11 The amount of the replacement BMP Works Security or VMP Works Security (as the case may be) is to be calculated in the following manner:

17.11.1 if the Developer wishes to replace the BMP Works Security or the VMP Works Security, the Developer is to notify the Council in writing as such,

17.11.2 within 7 days of receiving the Developer's written notice in clause 17.11.1, the Council is to undertake an audit and inspection of the BMP Works or VMP Works (as the case may be),

17.11.3 clauses 29 – 32 of Schedule 4 applies to the audit and inspection referred to in clause 17.11.2,

17.11.4 if the Council is satisfied that the BMP Works or VMP Works (as the case may be) have been carried out to the standard required in the BMP or VMP (as the case may be) the Council is to give the Developer written notice as such,

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17.11.5 upon receiving the Council's notice referred to in 17.11.4 the parties are to re-determine the estimated cost of the BMP Works or the VMP Works (as the case may be) that are incomplete in accordance with clause 17.2,

17.11.6 the amount of the replacement BMP Works Security or VMP Works Security (as the case may be) is 120% of the estimated cost of the BMP Works or VMP Works (as the case may be) that are incomplete as subsequently re-determined in accordance with this clause 17.11 and clause 17.2.

17.12 On receipt of a replacement BMP Works Security or VMP Works Security, the Council is to release and return the replaced BMP Works Security or VMP Works Security (as the case may be) to the Developer.

17.13 If the Council calls-up the BMP Works Security or VMP Works Security or any portion of them in accordance with clause 17.7, the Council may give the Developer a written notice requiring the Developer to provide a further or replacement BMP Works Security or VMP Works Security to ensure that the amount of BMP Works Security or VMP Works Security held by the Council equals the amount the Council is entitled to hold under this Deed.

**Replacement BMP Works Security and VMP Works Security upon sale of BMP Land, assignment or novation**

17.14 Upon receipt by Council of a replacement security provided by a purchaser, transferee, assignee or novate pursuant to clause 22.1.5, the Developer's security will be released and returned to the Developer within 7 days.

## **18 Acquisition of Dedication Land**

### **Compulsory acquisition of BMP Land**

18.1 Subject to clause 19.2, if the Developer does not dedicate the BMP Land at the time at which it is required to be dedicated under this Deed, the Developer consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.

18.2 The Council is to only acquire land pursuant to clause 18.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to dedicate the BMP Land required to be dedicated under this Deed.

### **Pre-acquisition agreement**

18.3 Clause 18.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.

### **Re-imbursement of Council for third party compensation**

18.4 If, as a result of the acquisition referred to in clause 18.1, the Council is required to pay compensation to any person other than the Developer, the



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Developer is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on the BMP Works Security or VMP Works Security, or both, for that purpose.

**Indemnity**

- 18.5 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the BMP Land except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 18.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 18, including without limitation:
  - 18.6.1 signing any documents or forms,
  - 18.6.2 giving land owner's consent for lodgement of any Development Application,
  - 18.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900* (NSW), and
  - 18.6.4 paying the Council's reasonable Costs arising under this clause 18.

**19 Breach of obligations**

**Notice of breach**

- 19.1 If the Council reasonably considers that the Developer is in breach of its obligations under this Deed in relation to the BMP Works or the VMP works or that there is a Defect in the BMP Works or the VMP Works, it may give a written notice to the Developer within 7 days of becoming aware of the breach or the Defect:
  - 19.1.1 specifying the nature and extent of the breach or the Defect,
  - 19.1.2 requiring the Developer to:
    - (a) remedy the breach, or
    - (b) Rectify the Defect if it reasonably considers it is capable of Rectification,
  - 19.1.3 specifying the period within which the breach is to be remedied or the Defect Rectified, being a period that is reasonable in the circumstances.

**Notice of breach pre-requisite to exercise of rights**

- 19.2 The Council may not exercise its rights under clause 17.7 or 18.1 unless it has first given the Developer a notice under clause 19.1 and the Developer has failed to comply with the Notice.

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**Step-in right relating to BMP Works & VMP Works**

- 19.3 If the Developer fails to comply with a notice given under clause 19.1 relating to the provision of BMP Works or the VMP 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, to the extent the Equipment is owned by the Developer, on such land for that purpose.

**Recovery of Costs by Council as debt due**

- 19.4 Despite any other provision of this Deed, subject to Council giving the Developer a notice under clause 19.1 and the Developer failing to comply with the Notice, 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.
- 19.5 For the purpose of clause 19.4, the Council's Costs of remedying a breach the subject of a notice given under clause 19.1 include, but are not limited to:
- 19.5.1 the Costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
  - 19.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
  - 19.5.3 all legal Costs and expenses reasonably incurred by the Council, by reason of the breach.

**Exercise of Council's rights at law or in equity**

- 19.6 Nothing in this clause 19 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.

**20 Enforcement in a court of competent jurisdiction**

- 20.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 20.2 For the avoidance of doubt, nothing in this Deed prevents:
- 20.2.1 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
  - 20.2.2 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.

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## **Part 5 – Registration & Restriction on Dealings**

### **21 Registration of this Deed**

#### **Application of clause**

- 21.1 This clause 21 applies if Item 18 of the VPA Particulars states that this Deed is to be registered for the purposes of s7.6(1) of the Act.

#### **Documents for registration**

- 21.2 Upon the commencement of this Deed, the Developer is to deliver to the Council:
- 21.2.1 an instrument in registrable form requesting registration of this Deed on the title to the Land duly executed by the registered proprietor of the Land, and
  - 21.2.2 the written irrevocable consent of the registered proprietor and each person referred to in s7.6(1) of the Act to that registration.
- 21.3 The Developer is to do such other things as are reasonably necessary to enable lodgement and registration of this Deed to occur electronically through PEXA or another ELNO.

#### **Removing notation from title**

- 21.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:
- 21.4.1 in so far as the part of the Land concerned is a Final Lot,
  - 21.4.2 in relation to any other part of the Land:
    - (a) once the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council,
    - (b) if agreed by Council in its absolute discretion in writing that the Developer has provided an alternative form of security to Council's satisfaction, or
    - (c) if this Deed is terminated or otherwise comes to an end for any other reason.

### **22 Restriction on dealings**

#### **Restriction**

- 22.1A This clause does not apply to the following events if, at the time the event occurs, this Deed is registered pursuant to clause 21:

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- 22.1A.1 the Developer selling or transferring the BMP Land where the disposal or transfer occurs as part of a larger transaction, or is otherwise interdependent with the settlement of other disposals or transfers; or
- 22.1A.2 a change in control occurring in respect of the Developer, which includes any of the following occurring:
- (a) the corporate restructure of the Developer;
  - (b) a change in the beneficial ownership of the issued share capital of the Developer;
  - (c) any change in the composition of the board of directors of the Developer;
  - (d) any change in control of the Developer; or
  - (e) its holding company or ultimate holding company listing on the Australian Stock Exchange.
- 22.1 The Developer is not to:
- 22.1.1 sell or transfer the BMP Land, or
  - 22.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 22.1.3 the Developer has, at no cost to the Council, first procured the execution by the person to whom the relevant land or part is to be sold or transferred or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council and the Developer, and
  - 22.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
  - 22.1.5 the purchaser, transferee, assignee or novatee provides the Council with Security to replace any Security provided by the Developer under this Deed, and
  - 22.1.6 the Developer is not in breach of this Deed, and
  - 22.1.7 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.

**Continued performance of obligations by Developer**

- 22.2 Subject to clause 22.3, the Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 0.

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**Exclusion from restriction**

- 22.3 Clause 0 does not apply in relation to any sale or transfer of the BMP Land if this Deed is registered on the title to the Land at the time of the sale.

**Part 6 – Indemnities & Insurance**

**23 Risk**

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

**24 Release**

- 24.1 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.

**25 Indemnity**

- 25.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council, as a result of death or injury to any person or loss of or damage to the property as a consequence of the breach of this Deed by the Developer, and the enforcement or preservation of any rights of the Council under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 25.2 The Developer also agrees to keep the Council indemnified from and against all Claims incurred by the Council in respect of or arising from, for so long as the Developer is in occupation or control of the BMP Land or any part of the BMP Land (in which case this clause applies to that part):
- 25.2.1 any faulty plant, equipment, fittings or fixtures of the Developer;
- 25.2.2 any damage to property or person caused or contributed to by the use of the BMP Land by the Developer;
- 25.2.3 any damage to the BMP Land occasioned or contributed to by any negligent act or omission, default or misconduct by the Developer;
- 25.2.4 any injury, loss or damage of any kind to any property real or persona, where the injury, loss or damage arises out of or in the course of or is caused by the execution of the BMP Works,
- except if, and to the extent that, the Claim arises because of the Council's negligence or default.

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## **26 Insurance**

### **Requirement for Developer insurances**

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

### **Failure to comply with requirement**

- 26.2 If the Developer fails to comply with clause 26.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 26.2.1 by calling upon the BMP Works Security and VMP Works Security provided by the Developer to the Council under this Deed, or
  - 26.2.2 recovery as a debt due in a court of competent jurisdiction.
- 26.3 The Developer is not to commence to provide any BMP Works unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 26.1.

## **Part 7 – Other Provisions**

## **27 Annual report by Developer**

### **Requirement for Developer to provide report**

- 27.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Deed commences a report ('**Annual Performance Report**') detailing the performance of its obligations under this Deed in the previous 12 month period ('**Reporting Period**').

### **Form and content of report**

- 27.2 The Annual Performance Report is to be in such a form and to address such matters as is reasonably required by the Council from time to time but must at a minimum detail the following:
- 27.2.1 all Approved Persons during the Reporting Period and any changes to Approved Persons during that period,
  - 27.2.2 all Development Contributions made by the Developer pursuant to this Deed during the Reporting Period and the dates on which the contributions were made,
  - 27.2.3 all Development Contributions due to be made by the Developer pursuant to this Deed in the next 12 month period,



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- 27.2.4 all Developers Works that had been commenced prior to the Reporting Period or were commenced during the Reporting Period but were not completed in that period,
- 27.2.5 all Developers Works due to be commenced or completed within the next 12 month period,
- 27.2.6 the BMP Works Security and VMP Works Security provided by the Developer to the Council under this Deed and held by the Council during the Reporting Period and the current value of each such Security.

**Strict requirement**

- 27.3 The Developer acknowledges and agrees that the provision of the Annual Performance Report each year in accordance with this clause 27 is a strict requirement of this Deed.

## **28 Review of Deed**

**Obligation to review Deed**

- 28.1 The Parties agree to review this Deed if either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.

**Review triggers**

- 28.2 For the purposes of clause 28.1 the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.

**Duty of Parties**

- 28.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 28.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.

**Where change of law occurs**

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

**No Dispute**

- 28.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 28.1 (but not 28.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

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## **29 Confidentiality**

### **Confidentiality Obligations**

- 29.1 Each party must keep confidential and must not publicly announce or disclose Confidential Information.
- 29.2 In particular, any party receiving Confidential Information must:
  - 29.2.1 treat the information as it would its own confidential material,
  - 29.2.2 promptly notify the Council if it becomes aware that the law might require the information to be disclosed,
  - 29.2.3 ensure that only authorised persons have access to the information and that it is stored safely and securely.

### **Breach of confidentiality**

- 29.3 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.

### **Exceptions to confidentiality obligation**

- 29.4 The confidentiality obligations contained in this Deed do not apply if a disclosure of Confidential Information is required:
  - 29.4.1 by law,
  - 29.4.2 by the Listing Rules of the Australian Securities Exchange Limited,
  - 29.4.3 to enable a Party to perform its obligations, or to make or defend any claim or dispute, under the Works-in-Kind Deed,
  - 29.4.4 under this Deed,but only if, before the Party discloses any confidential information, it notifies the other Party in writing of the information it proposes to disclose and explains why it proposes to do so.

### **Survival of confidentiality obligations**

- 29.5 The confidentiality obligations contained in this Deed survive this Deed unless otherwise agreed in writing between the Parties.

## **30 Ownership of Intellectual Property**

### **Certain rights not affected by Deed**

- 30.1 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.



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**Ownership of Intellectual Property relating to BMP Works & VMP Works**

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

**Licence by Developer**

- 30.3 To the extent the Developer is legally capable, 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:
- 30.3.1 using, maintaining and disposing of the BMP Works or the VMP Works or support systems,
  - 30.3.2 modifying and developing the BMP Works or the VMP Works and support systems, linked works or associated infrastructure,
  - 30.3.3 completing the BMP Works or the VMP Works on termination of this Deed,
  - 30.3.4 Rectifying Defects relating to the BMP Works or the VMP Works.
- 30.4 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 BMP Works and the VMP Works.
- 30.5 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.

**31 Technical Data**

- 31.1 The Developer is to give the Council any Technical Data that the Council considers reasonably necessary in relation to the BMP Works and the VMP Works.
- 31.2 The Council may provide Technical Data to any person for a purpose relating to the BMP Works or the VMP Works.

**32 Moral rights**

- 32.1 The Developer is not to enforce any moral rights against the Council relating to the BMP Works or the VMP Works.
- 32.2 The Developer is to use its best endeavours to ensure that no other person enforces any moral rights against the Council relating to the BMP Works or the VMP Works.

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### **33 Force Majeure**

#### **Notification**

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

#### **Suspension of obligations**

- 33.2 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.
- 33.3 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.

### **34 Notices**

- 34.1 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:
- 34.1.1 delivered or posted to that Party at its address set out in Item 20 or 21 of the VPA Particulars, or
  - 34.1.2 emailed to that Party at its email address set out in Item 20 or 21 of the VPA Particulars.
- 34.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 34.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 34.3.1 delivered, when it is left at the relevant address,
  - 34.3.2 sent by post, 2 business days after it is posted, or
  - 34.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 34.4 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.

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### **35 Approvals and Consent**

- 35.1 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.
- 35.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

### **36 Costs of this Deed**

#### **Costs of Deed**

- 36.1 The Developer is to pay to the Council the Council's Costs not exceeding \$25,000.00 (GST Inc.) in relation to preparing, negotiating, publicly notifying and exhibiting, executing, amending, registering, and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.

#### **No Dispute**

- 36.2 Clauses 15 and 16 of this Deed do not apply to a demand issued by the Council to the Developer under clause 36.1 or to the amount of Costs specified in the notice.

#### **Enforcement Costs**

- 36.3 The Council may serve a notice in writing on the Developer ('**Enforcement Cost Notice**') requiring the Developer to pay all or any reasonable Costs and expenses incurred by the Council in connection with:
  - 36.3.1 investigating a non-compliance by the Developer with this Deed, and
  - 36.3.2 enforcing compliance by the Developer with this Deed.
- 36.4 For the avoidance of doubt, the Costs and expenses referred to in clause 36.3 may include the Costs or expenses incurred by the Council relating to the preparation or serving of the Enforcement Cost Notice.
- 36.5 An Enforcement Cost Notice is to specify the amount required to be paid to the Council by the Developer and the date by which the amount is to be paid.
- 36.6 The Council may recover any unpaid Costs and expenses specified in an Enforcement Cost Notice as a debt in a court of competent jurisdiction.

#### **No dispute**

- 36.7 Part 3 of this Deed does not apply to anything done by the Council and any requirement imposed on the Developer by the Council in accordance with this clause 36.

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**37 Entire Deed**

- 37.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 37.2 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.

**38 Further Acts**

- 38.1 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.

**39 Governing Law and Jurisdiction**

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

**40 Joint and Individual Liability and Benefits**

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

**41 No Fetter**

- 41.1 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.

**42 Illegality**

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

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**43 Severability**

- 43.1 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.
- 43.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

**44 Amendment**

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

**45 Waiver**

- 45.1 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.
- 45.2 A waiver by a Party is only effective if it:
  - 45.2.1 is in writing,
  - 45.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
  - 45.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
  - 45.2.4 is signed and dated by the Party giving the waiver.
- 45.3 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.
- 45.4 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.
- 45.5 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.

**46 GST**

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

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

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

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

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

- 46.2 Subject to clause 46.4, 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.
- 46.3 Clause 46.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 46.4 No additional amount shall be payable by the Council under clause 46.2 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.
- 46.5 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:
  - 46.5.1 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;
  - 46.5.2 that any amounts payable by the Parties in accordance with clause 46.2 (as limited by clause 46.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 46.6 No payment of any amount pursuant to this clause 46, 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.
- 46.7 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.
- 46.8 This clause continues to apply after expiration or termination of this Deed.

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#### **47 Explanatory Note**

- 47.1 The Appendix contains the Explanatory Note relating to this Deed required by section 205 of the Regulation.
- 47.2 Pursuant to section 205 of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.



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## **Schedule 1: VPA Particulars**

Clause 1.1)

<b>Item</b>	<b>Details</b>
<b>1. BMP &amp; VMP Land:</b> <b>a. BMP Land</b>  <b>b. VMP Land</b>	<p>Land being the part of Lot 4 in DP 1222785 and the part of Lot 2 DP 1295677 distinctively shown as BMP Land on the BMP / VMP Site Location Map or as otherwise agreed in writing between the parties.</p> <p>Land being the part of Lot 4 DP 1222785 and the part of Lot 2 DP 1295677 distinctively shown as VMP Land on the BMP/ VMP Site Location Map or as otherwise agreed in writing between the parties.</p>
<b>2. Development</b>	The development the subject of the Development Application being the subdivision of the land to which the Development Application Applies into 281 residential lots and 1 residue lot in 3 Stages.
<b>3. [Not Used]</b>	N/A
<b>4. Application:</b> <b>a. Development Application</b>  <b>b. [Not Used]</b>	<p>Development Application 2023/497 made by the Developer and lodged with the Council on 5 June 2023 and the subject of Land and Environment Court Proceedings No. 2024/00089901 at the time this Deed is entered into.</p> <p>N/A</p>
<b>5. Applicable Development Consent</b>	The development consent granted under the Act to the Development Application as modified, substituted or replaced from time to time.
<b>6. Applicable Contributions Plan</b>	Thornton North Development Contributions Plan 2008
<b>7. Application of the following provisions of the Act to the Development:</b> <b>a. Section 7.11</b>	Not excluded



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<b>b. Consideration of benefits</b>	Not to be considered
<b>c. Section 7.12</b>	Not excluded
<b>d. Subdivision 4 of Division 7.1</b>	Not excluded
<b>8. Council Land Dedication Contribution Amount</b>	N/A
<b>9. [Not Used]</b>	N/A
<b>10. [Not Used]</b>	N/A
<b>11. [Not Used]</b>	N/A
<b>12. [Not Used]</b>	N/A
<b>13. Defects Liability Period</b>	Seven (7) years commencing from the date of the commencement of the BMP & VMP Works or until the Council has issued the BMP & VMP Works Completion Certificates, whichever occurs first.
<b>14. Maintenance Period</b>	Seven (7) years commencing from the date of the commencement of the BMP & VMP Works or until the Council has issued the BMP & VMP Works Completion Certificates, whichever occurs first.
<b>15. BMP Works Security and VMP Works Security:</b>	
<b>a. BMP Works Security</b>	120% of the estimated cost, determined in accordance with clause 17.2, of the BMP Works that are uncompleted immediately before the issuing of a Subdivision Works Certificate for the Final Stage of the Development  or 120% of the estimated cost of the BMP Works that are uncompleted as subsequently re-determined in accordance with clause 17.11 and 17.2.
<b>b. VMP Works Security</b>	120% of the estimated cost, determined in accordance with clause 17.2, of the VMP Works that are uncompleted immediately before the issuing of a Subdivision Works Certificate for the Final Stage of the Development  or

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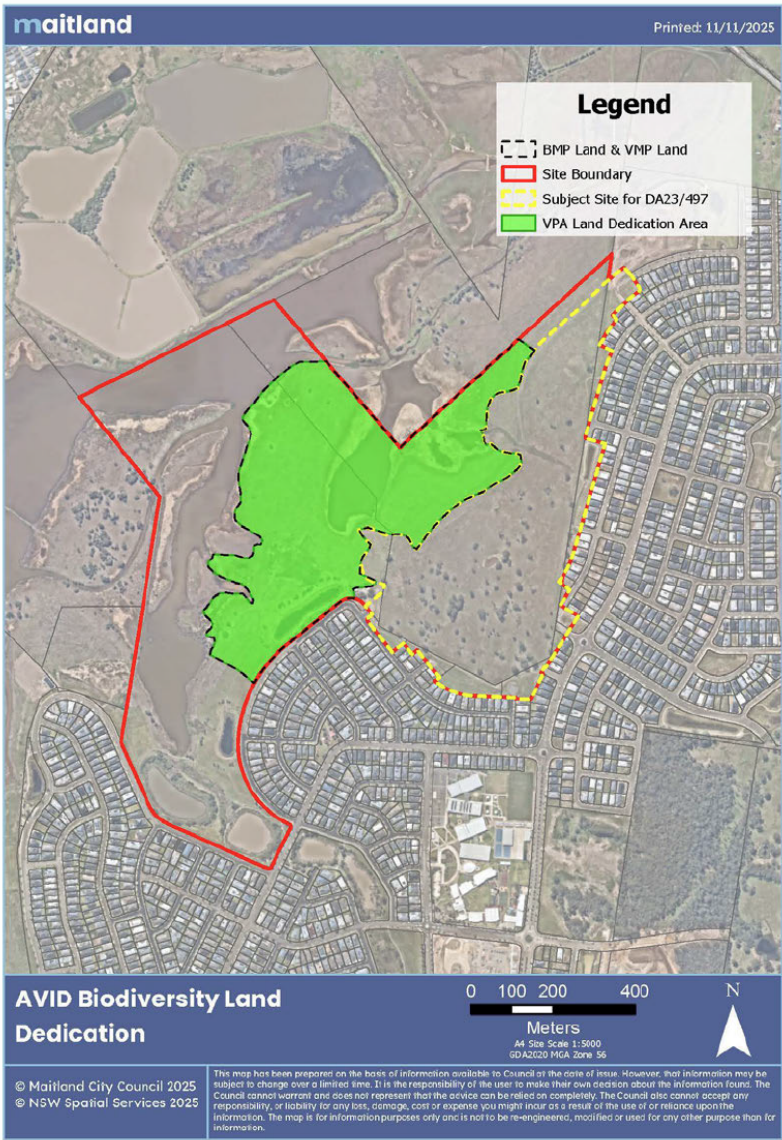
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	120% of the estimate cost of the VMP Works that are uncompleted as subsequently re-determined in accordance with clause 17.11 and 17.2.
16. [Not Used]	N/A
17. [Not Used]	N/A
18. Registration of this Deed	Yes
19. Insurances:	
a. Contract Works Insurance	For the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works.
b. Public Liability	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.
a. Professional Indemnity Insurance	\$20,000,000
b. Workers Compensation Insurance	As required by law.
c. Other insurance	As required by law.
20. Council Contact for Notices	<p>Postal Address: 263 High Street, Maitland, NSW 2320</p> <p>Email: [REDACTED]</p> <p>Telephone: [REDACTED]</p> <p>Representative: Melissa Harvey</p>
21. Developer Contact for Notices	<p>Postal Address: Level 5, 7 Macquarie Place, Sydney, NSW 2000</p> <p>Email: [REDACTED]</p> <p>Telephone: [REDACTED]</p> <p>Representative: Danny Boubli</p>
22. Review Period	N/A.

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**Schedule 2: BMP / VMP Site Location Map**



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### **Schedule 3: BMP Works & VMP Works Provisions**

#### **General obligations relating to BMP Works & VMP Works**

- 1 The Developer is to undertake and maintain the BMP Works and the VMP Works in a good and workmanlike manner having regard to the intended purpose of the BMP Works and the VMP Works in accordance with:
  - 1.1 all applicable laws,
  - 1.2 any Approval required by any law relating to the provision of the BMP Works and the VMP Works, and
  - 1.3 the lawful requirements of any Authority.
- 2 The Developer is to ensure that anything necessary for the proper performance of its obligations under this Deed relating to the provision of the BMP Works and the VMP Works is supplied or made available for that purpose.

#### **Warranties relating to BMP Works & VMP Works**

- 3 The Developer warrants to the Council that:
  - 3.1 it has obtained all Approvals and has complied with all laws and applicable industry standards in relation to the BMP Works and the VMP Works,
  - 3.2 it accepts that, if any aspect of the BMP Works or the VMP Works do not comply this Deed, the Council is entitled to require the Developer to cease the BMP Works or the VMP Works (as the case requires) and to pursue its rights and remedies relating to the non-compliance under this Deed and, subject to this Deed, at law or in equity,
  - 3.3 the BMP Works and the VMP Works, when completed, are to be fit for purpose, and
  - 3.4 only Approved Persons are to be engaged in relation to the BMP Works and the VMP Works.
- 4 The Developer is to procure in favour of the Council from the appropriate Approved Person engaged in relation to the BMP Works and the VMP Works, any warranty reasonably required by the Council relating to the design, construction, supervision, inspection, testing or certification of the BMP Works and the VMP Works.

#### **Ownership & care of BMP Works & VMP Works**

- 5 The Developer is responsible for care of the BMP Works and the VMP Works, and bears all risk and liability in connection with the BMP Works and the VMP Works, until the Council has issued to the Developer a BMP Works Completion Certificate or a VMP Works Completion Certificate (as the case requires).

#### **Work health & safety**

- 6 The Developer acknowledges that it is the Principal Contractor under WHS Law for the BMP Works and the VMP Works unless and until such time that:

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- 6.1 the Developer engages the Contractor to construct the BMP Works and the VMP Works, or
  - 6.2 engages another person to be the Principal Contractor for the BMP Works and the VMP Works,
- and authorises the person to have management or control of the workplace relating to the BMP Works and the VMP Works and to discharge the duties of a Principal Contractor under WHS Law.
- 7 For the purpose of the Developer's compliance with its obligations under clause 6, the Council:
    - 7.1 acknowledges that the Developer (or the Contractor, where appropriate) is the person with management and control of the relevant works area for the purpose of Part 2 of the *Work Health and Safety Act 2011* (NSW); and
    - 7.2 authorises the Developer (or the Contractor, where appropriate) to exercise authority of the Council necessary to enable the Developer to discharge its obligations under clause 6.
  - 8 If the Developer at any time terminates the engagement of the Contractor, or terminates its authority for the Contractor or other person referred to in clause 6 to be the Principal Contractor for the BMP Works and the VMP Works, the Developer becomes the Principal Contractor until such time as a new person is appointed as Contractor or to otherwise be the Principal Contractor for the BMP Works and the VMP Works.
  - 9 The Developer is to use its best endeavours to ensure that all persons involved in the BMP Works and the VMP Works comply with relevant WHS Law and procedures, including but not limited to:
    - 9.1 following published government and industry WHS guidelines,
    - 9.2 providing WHS induction training,
    - 9.3 keeping and regularly updating WHS records,
    - 9.4 preparing and maintaining an WHS management plan,
    - 9.5 preparing a Project Safety Plan that details safety strategies, including how persons must act to comply with WHS Law,
    - 9.6 providing safe work method statements for all tasks and ensuring they are complied with,
    - 9.7 directing staff to take corrective action or stop work if they are not complying with the method statements or WHS Law,
    - 9.8 identifying hazards and assessing risks using due diligence,
    - 9.9 eliminating or controlling risks in line with WorkCover requirements using due diligence,
    - 9.10 reviewing risk assessments and controlling measures,
    - 9.11 providing information to employers and contractors about WHS, and
    - 9.12 documenting site-specific safety procedures.
  - 10 The Developer is to use its best endeavours to ensure that:



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- 10.1 the Council can audit, inspect and test the BMP Works and the VMP Works without breaching WHS Law, and
- 10.2 the Council can access and use the BMP Works and the VMP Works without breaching WHS Law.
- 11 The Developer is to promptly inform the Council of any incident occurring in relation to the BMP Works and the VMP 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.

**BMP Works & VMP Works commencement**

- 12 The Developer is to give the Council a BMP Works Commencement Notice before it commences the BMP Works and a VMP Works Commencement Notice before it commences the VMP Works.
- 13 The BMP Works are to be commenced in accordance with the BMP Works Commencement notice and the VMP works are to be commenced in accordance with a VMP Works Commencement Notice.
- 14 Each of the BMP Works Commencement Notice and VMP works Commencement Notice given to the Council is to be accompanied by:
  - 14.1 a copy of all approved plans and drawings for the BMP Works or the VMP Works (as the case requires) in electronic format, and
  - 14.2 a list of all Approved Persons and their contact details.
- 15 If requested in writing to do so by the Council, the Developer is to organise and conduct a pre-start meeting with Council personnel before commencing the BMP Works and the VMP Works.

**Accidents & dangerous occurrences**

- 16 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 BMP Works or the VMP Works.
- 17 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.
- 18 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.
- 19 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.
- 20 The Developer must cooperate with WorkCover and the Council if the accident or occurrence is investigated by Work Cover or the Council.
- 21 The Developer must immediately give the Council a copy of any improvement or prohibition notices that WorkCover issues in relation to the BMP Works or the VMP Works.

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**Protection of people, property & utilities**

- 22 The Developer is to use all reasonable endeavours to ensure that, in providing the BMP Works and the VMP Works:
- 22.1 all necessary measures are taken to protect people and property,
  - 22.2 unnecessary interference with the passage of people and vehicles is avoided, and
  - 22.3 nuisances and unreasonable noise and disturbances are prevented.
- 23 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 BMP Works and the VMP Works unless authorised in writing by the Council or any relevant Authority.

**Damage to assets & property**

- 24 The Developer must immediately notify the Council in writing of any loss or damage that occurs in respect of a Council asset of which it becomes aware while performing the BMP Works or the VMP Works.
- 25 The Developer must replace or fix any Council asset the Developer loses or damages while performing the BMP Works and the VMP Works in accordance with any reasonable requirements of the Council.
- 26 If an audit, inspection or test of the BMP Works or the VMP Works shows that:
- 26.1 the BMP Works or the VMP Works do not conform to the location, design, specifications, materials or finishes approved by the Council under this Deed, or
  - 26.2 damage has occurred to a Council asset or the property of another person in connection with the BMP Works or the VMP Works,
- the Council may give the Developer a notice in writing requiring it to take corrective action to bring the BMP Works or the VMP Works into conformity or repair the damage, as the case requires.
- 27 Without limiting any other remedies available to the Council under this Deed, if the Developer does not comply with the Council's requirements under clause 26, the Council may take the action required of the Developer and recover the Council's Costs of so doing from the Developer.

**Audit, inspection, testing of BMP Works & the VMP Works**

- 28 The Council may undertake an audit, inspection or test of the BMP Works and the VMP Works at any reasonable time for any purpose related to this Deed upon giving reasonable prior notice to the Developer.
- 29 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 BMP Works and the VMP Works.
- 30 If an audit, inspection or test reasonably shows that particular action must be taken in relation to the BMP Works or the VMP Works, the Developer is to:

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- 30.1 take the action in the manner, and within the time, the Council reasonably requires, and
- 30.2 provide evidence to the Council that the action has been taken.
- 31 If an audit, inspection or test shows that the BMP Works or the VMP Works have not been provided in accordance with this Deed, the Developer is to pay any Costs incurred by the Council in connection with the audit, inspection or test.
- 32 If the Council reasonably decides that a further and more detailed audit, inspection or test of the BMP Works or the VMP 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.

**Access to information & records**

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

**Completion of BMP Works & VMP Works**

- 35 The Developer may make a written request ('Developer's Request') to the Council to issue a BMP Works Completion Certificate for the BMP Works or a VMP Works Completion Certificate for the VMP Works.
- 36 Before making the Developer's Request under clause 35, the Developer is to ascertain from the Council the information the Council reasonably requires to accompany the Developer's Request, and the Developer's Request is to be accompanied by such information.
- 37 Upon receipt of the Developer's Request under clause 35, the Council is to inspect the BMP Works or the VMP Works (as the case requires) 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.
- 38 As a precondition to issuing a BMP Works Completion Certificate or a VMP Works Completion Certificate, the Council acting reasonably may direct the Developer in writing to complete, Rectify or repair or maintain any specified part of the BMP Works or the VMP Works the subject of the Developer's Request under clause 35 within a period specified in the direction in order to bring the BMP Works or the VMP Works (as the case requires) into conformity with the BMP or the VMP.
- 39 The Developer is to promptly comply with any such direction given by the Council.
- 40 The Council may undertake more than one inspection and acting reasonably may issue more than one direction to the Developer in order to be satisfied that a BMP Works Completion Certificate may be issued for the BMP Works or a VMP Works the subject of the Developer's Request under clause 35.



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- 41 The Council is to promptly issue a BMP Works Completion Certificate for the BMP Works or a VMP Works Completion Certificate the subject of the Developer's Request under clause 35 when it is reasonably satisfied that no aspect of the relevant BMP Works or the VMP Works (as the case may be) reasonably requires completion, Rectification or repair, or maintenance.

**Rectification of Defects**

- 42 The Council may give the Developer a Rectification Notice in relation to any part of the BMP Works or the VMP Works.
- 43 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.
- 44 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.

**Removal of structures & Equipment**

- 45 Upon the issuing of the BMP Works Completion Certificate or the VMP Works Completion Certificate by the Council to the Developer the Developer is to:
- 45.1 remove from the land any structure not comprising or required in connection with the completed BMP Works or the VMP Works and make good any damage or disturbance to the land as a result of that removal,
- 45.2 remove from the land any Equipment and make good any damage or disturbance to the land as a result of that removal, and
- 45.3 leave the land in a neat and tidy state, clean and free of rubbish.
-

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**Maitland City Council**  
**AVID Residential Estates Pty Ltd**

**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]:**

\_\_\_\_\_  
Manager Strategic Planning

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director / Secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

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Chisholm**

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## **Appendix: Explanatory Note**

(Clause 47)

*Environmental Planning and Assessment Regulation 2021*

(Section 205)

### **Draft Planning Agreement**

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

#### **Parties**

##### **Council**

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

##### **Developer**

**Avid Residential Estates Pty Ltd** ABN 96 054 228  
929 of Level 5, 7 Macquarie Place, Sydney NSW 2000

### **Description of the Land to which the Draft Planning Agreement Applies**

The land to which the Planning Agreement applies is described as:

The part of Lot 4 in DP 1222785 and remaining area of Lot 2 DP 1295677, known as Billabong Parade and 7 Caldera Street, Chisholm NSW 2322, which is not proposed to be a drainage reserve. Generally comprising of wetlands, exotic & pasture improved grasslands.

### **Description of Proposed Development/Instrument Change**

The development application to which the Planning Agreement relates is DA/2023/497 for the subdivision of multiple existing lots into 181 residential allotments and associated infrastructure. The proposal includes the following more specifically; removal of vegetation, associated earthworks, two drainage reserves and associated drainage works, three residual lots, roads, landscaping and servicing.

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## **Description of Development Contributions**

There are no Development Contributions the subject of this Agreement. This Agreement does not exclude the Development Contributions applicable to the Development under DA/2023/497.

## **Summary of Objectives, Nature and Effect of the Draft Planning Agreement**

### **Objectives of Draft Planning Agreement**

The Planning Agreement will require the dedication of the Land as a public reserve and ensure the undertaking of the Biodiversity Management Plan and Vegetation Management Plan, approved under the relevant Development Consent, to facilitate the preservation and regeneration of part of a regional biodiversity corridor identified in the Environmental Sustainability Strategy 2030 (ESS). The Planning Agreement makes provision for security to ensure the undertaking of approved Biodiversity Management Plan and Vegetation Management Plan works relating to the Land at no net cost to Council.

### **Nature of Draft Planning Agreement**

This Draft Planning Agreement is an agreement between the two parties which creates reciprocal obligations on each party with the intent of achieving the objectives of the agreement in providing community benefit.

### **Effect of the Draft Planning Agreement**

To legally bind both parties to the performance of their respective obligations conferred under this Agreement.

## **Assessment of the Merits of the Draft Planning Agreement**

### **The Planning Purposes Served by the Draft Planning Agreement**

In line with Council's adopted ESS, this Agreement serves to protect the important ecological values of a regional biodiversity corridor identified within the ESS that adjoins the Thornton North Urban Release Area. The preservation and regeneration of the Dedication Land aligns with Council's adopted Green and Blue Map and aligns with Council's ESS Targets to deliver functional biodiversity corridors and improve waterway health.

### **How the Draft Planning Agreement Promotes the Public Interest**

The Planning Agreement makes provision for the dedication of environmentally significant land which forms part of a regional biodiversity corridor identified within the ESS. The Agreement provides a mechanism to ensure the completion of approved Biodiversity Management Plan and Vegetation Management Plan Works, at no cost to Council, to restore the Land to a functional biodiversity corridor. In taking ownership of the Land as a public reserve Council will manage the land to provide ongoing positive environmental, educational,

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and recreational outcomes for the residents of the Thornton North Urban Release Area and wider community.

**Assessment of the positive or negative impact of the Draft Planning Agreement on the public or relevant section of the public**

The positive outcomes for the public include the dedication of part of a biodiversity corridor identified within the ESS to be managed by Council as a public reserve. In the absence of this Agreement the Land would remain under private ownership and the site would likely be subject to further environmental degradation. Council's management of the Land will ensure ongoing positive environmental, educational, and recreational outcomes for the residents of the Thornton North Urban Release Area and wider community. There are no negative impacts anticipated as a result of the implementation of the Planning Agreement.

**Whether the Draft Planning Agreement Conforms with the Planning Authority's Capital Works Program**

The provision of the Land proposed by the Planning Agreement is outside the scope of Council's current Capital Works Program. However, the land forms part of a biodiversity corridor identified within the ESS and aligns with Council's adopted Green and Blue Map. The cost of the Biodiversity Management Plan and Vegetation Management Plan Works will be borne by the Developer at nil net cost to Council. The provision of the works aligns with Council's adopted ESS.

**Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued**

The Developer must dedicate the Land specified in Schedule 1 Item 1 of the Agreement to Council at or before registration of any subdivision for the final stage (shown as Stage 83 on the staging plan) of the Development Drawing Reference Number. 190433(JENSEN)-DA-120) forming part of the documents comprising the Development Application.

The Developer must provide Council with security in the form of bond or bank guarantee (or other form acceptable to Council) to be 120% of the value of the outstanding Biodiversity Works Management Plan and/or Vegetation Management Plan (as determined in accordance with Item 15 of Schedule 1 and Part 4 of this Agreement prior to the issue of the subdivision certificate for the final stage (shown as Stage 83 on the staging plan) of the Development Drawing Reference Number. 190433(JENSEN)-DA-120) forming part of the documents comprising the Development Application.

## **City Planning**

### **Adoption of State Voluntary Planning Agreement – DB20 Pty Ltd, Minister for Planning and Public Spaces**

### **State Voluntary Planning Agreement (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 2**

**Number of Pages: 64**

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## Planning Agreement

### Environmental Planning and Assessment Act 1979

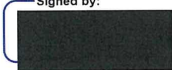
381 Anambah Road, Anambah and 46 Lerra Road, Windella  
2320

Minister administering the *Environmental Planning and Assessment Act  
1979* (ABN 20 770 707 468)

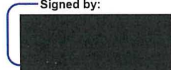
DB20 Pty Limited (ACN 637 243 844)

Maitland City Council (ABN 11 596 310 805)

Signed by:



Signed by:





Docusign Envelope ID: BE20952F-6F1A-4E13-8660-883E32664D7E

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This Planning Agreement is dated

**Parties:**

**Minister administering the *Environmental Planning and Assessment Act 1979*** (ABN 20 770 707 468)  
c/- NSW Department of Planning, Housing and Infrastructure of Level 17, 4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150

**DB20 Pty Limited** (ACN 637 243 844) of Level 6, 77 Castlereagh Street, Sydney NSW 2000

**Maitland City Council** (ABN 11 596 310 805) of 263 High Street, Maitland NSW 2320

**Introduction:**

- A** The Developer owns the Land and proposes to carry out the Development on the Land in the future.
- B** For the purpose of providing contributions towards the provision of State and regional infrastructure in connection with future Development on the Land, the Developer has offered to enter into this deed with the Minister to make a Development Contribution.
- C** The Development Contribution offered includes the following:
- Upgrade of the Intersection;
  - if the Developer is not able to purchase all the land necessary for the Upgrade of the Intersection (or to enter into agreements in relation to the land) provide Council with the funding to acquire such land from the landowners;
  - dedicating any land purchased by the Developer for the Upgrade of the Intersection;
  - transferring land to the Minister (or the Minister's nominee) for a School.
- D** An upgrade of the intersection at Wyndella Road, Springfield Drive and New England Highway, Lochinvar, including the acquisition of land for that purpose, is a public amenity for which Council has collected, and may collect, contributions under section 94 of the Act (renumbered as section 7.11) in accordance with the Contributions Plan. Council has agreed to use those contributions for the purpose for which they were or are imposed towards the Upgrade of the Intersection proposed by the Developer.
- E** The Developer has agreed that the Intersection Offset Amount is to be reduced by any amount of funding provided by Council for the purpose of the Upgrade of the Intersection.

**It is agreed:**

**1. Definitions and interpretation**

**1.1 Definitions**

In this **deed**, unless the context clearly indicates otherwise:

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

Signed by:



Signed by:



**Actual Cost** means, in relation to the Intersection Works, the Final Certified Contract Cost inclusive of variations to achieve Practical Completion by the Developer of the Intersection Works determined by the Roads Authority, together with any other costs (not exceeding 15% of the Final Certified Contract Cost) incurred and paid by the Developer to third parties for the following:

- (a) design of the Intersection Works, project management, investigations, studies or reports specifically required for the Intersection Works;
- (b) any Approval specifically required to be obtained for the carrying out of the Intersection Works.

**Additional Contribution Amount** or **Additional Contribution Amount for a DA Development** – see clause 1.1(a) and clause 1.4 of Schedule 4.

**Additional Education Land** means an additional one hectare area of land owned by the Developer adjacent to the Education Land and shown on the plan at Annexure A.

**Address for Service** means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

**Approval** means any approval, licence, authority or permit required under the Act or the Roads Act.

**Approved Actual Cost** has the meaning given to it in clause 3.1(c)(ii) of Schedule 5.

**Authorised Progress Claim Certificate** means a certificate signed by the superintendent for the Intersection Works confirming that the Developer has paid the amount specified in that certificate to the third party contractor for work performed under the Construction Contract(s).

**Authority** means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

**Bank Guarantee** means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

**Base PPI** means the PPI number for the September Quarter 2024.

**Business Day** means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5pm on that day.

**CLM Act** means the *Contaminated Land Management Act 1997* (NSW).

**Completion Notice** means a notice issued by the Developer under:

- (a) clauses 3.1(a) or clause 3.2(b) of Schedule 5; or
- (b) clause 2.1(a) of Schedule 6.

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

**Construction Contract** means each contract between the Developer and a third party, meeting the requirements of clause 1.3 of Schedule 5, for the carrying out of the Intersection Works by that third party.

**Contaminated Land Consultant** means a certified environmental practitioner under the Environment Institute of Australia and New Zealand's Certified Environmental Practitioner (Site Contamination) (CEnvP(SC)) scheme or a certified professional soil scientist under the Soil Science Australia Certified Professional Soil Scientist Contaminated Site Assessment and Management (CPSS CSAM) scheme.

**Contaminated Land Report** means a report provided by the Contaminated Land Consultant to support the Contaminated Land Statement.

**Contaminated Land Statement** means a statement from the Contaminated Land Consultant.

**Contamination** has the same meaning as in the CLM Act.

**Contribution Amount** means the amount of a monetary contribution to be paid by the Developer as described in Schedule 4.

**Contribution Notice** means the notice given by the Minister or Council to the Developer that sets out a Contribution Amount.

**Contributions Plan** means the *Lochinvar Section 94 Contributions Plan 2014*, as amended from time to time, and any replacement contributions plan adopted by Council under Division 7.1 of the Act.

**Costs** means any loss, cost, fee, charge, expense, Tax, rate, fine, penalty or debt including those in connection with advisors and any compensation payable to any person in accordance with the law.

**Council** means Maitland City Council constituted under section 219 of the LG Act.

**Council Land Amount** means an amount of \$551,795, less any amount paid or incurred by Council for acquisition under an alternative arrangement referred to in clause 1.3(d) of Schedule 4 or prior to any such alternative arrangement for the purposes of the Upgrade of the Intersection, and subject to clause 1.2 of Schedule 4.

**Council Works Amount** means an amount of \$5,023,244.

**Credit Balance** means the amount shown on the Offsets Certificate as the amount available to the Developer from time to time to offset its obligations under this deed or other obligations as provided for in clause 4 of Schedule 8.

**Current PPI** means the PPI number most recently published when the relevant adjustment is made on the first day of a Quarter (being the PPI number for the Quarter before the Quarter that immediately precedes the Quarter in which the adjustment is made).

**Dealing** means in relation to the Land means, without limitation, selling, transferring, assigning, mortgaging, charging, disposing, encumbering or otherwise dealing with the Land in whole or part.

**Department** means the NSW Department of Planning, Housing and Infrastructure.

**Detailed Site Investigation Report** – see clause 1.5(c) and (d) of Schedule 6.

**Developer** means **DB20 Pty Limited** (ACN 637 243 844) and each successive Landowner (other than an owner of part of the Land referred to in clause 6.3(c)), unless otherwise specified in this deed.

**Developer Intersection Works Land** means that part of the Intersection Works Land owned by the Developer at the Trigger Date as specified in the Ownership Notice issued under clause 4.3(c).



**Development** means, subject to clause 1.2, subdivision of and other development on the Land for residential and commercial purposes that will result in approximately 2,800 dwellings and 5,000 square metres of commercial premises, being development that is, or will be, the subject of one or more Planning Applications, including DA/2025/486, lodged with Maitland City Council, for the subdivision of part of the Land into 173 residential lots, 2 Super lots and 1 drainage reserve (among other matters).

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

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

**Development Contribution** means the following contributions to be provided by the Developer:

- (a) subject to clause 1.2 of Schedule 4, the Intersection Monetary Contribution in accordance with Schedule 4;
- (b) subject to clauses 1.4 and 1.5 of Schedule 4, Additional Contribution Amounts for DA Development in accordance with Schedule 4;
- (c) the Intersection Works Contribution in accordance with Schedule 5;
- (d) the Intersection Works Land Contribution in accordance with Schedule 5; and
- (e) the Education Land Contribution in accordance with Schedule 6.

**Education Land** means the area of land, being a minimum of two (2) hectares (unless otherwise agreed by the Minister) required to be used for a School, generally as identified on the Indicative Education Land Plan.

**Education Land Contribution** means the transfer of the Education Land by the Developer to the Minister or the Minister's nominee in accordance with the terms of this deed.

**Education Land Offset Amount** means the Value of the Education Land.

**Education Land Requirements** means the requirements for the Education Land set out in Schedule 9.

**ELNO** has the same meaning as in the *Electronic Conveyancing National Law* (NSW).

**Estimated Cost of the Intersection Works** means the amount of \$25,317,393.36, as adjusted in accordance with clause 1.5 of Schedule 5.

**Explanatory Note** means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act.

**Final Certified Contract Cost** means the total sum of all the Authorised Progress Claim Certificates.

**Final Education Land Plan** – see clause 1.4(d) of Schedule 6.

**General Register of Deeds** means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

**GST** means any form of goods and services tax payable under the GST Legislation.

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

**HPC Order** means the *Environmental Planning and Assessment (Housing and Productivity Contributions) Order 2024*, as in force as at 30 June 2025.

**Indicative Education Land Plan** means the plan at Annexure A.

**Intersection Monetary Contribution** – see clause 1.1 (a) and clause 1.2 of Schedule 4.

**Intersection Offset Amount** means, subject to clause 3.4 of Schedule 5:

- (a) the Estimated Cost of the Intersection Works or the Approved Actual Cost (if lower); and
- (b) the Value of the Intersection Works Land, including any Intersection Monetary Contribution.

**Intersection Works** means all necessary works to upgrade the intersection at Wyndella Road, Springfield Drive and New England Highway, Lochinvar, that is:

- (a) shown generally on the Intersection Works Plan at Annexure B; and
- (b) carried out in accordance with any Approval.

**Intersection Works Contribution** means the carrying out and completion of the Intersection Works by the Developer in accordance with the terms of this deed.

**Intersection Works Deed** means a deed or agreement entered into by the Roads Authority and the Developer regarding the design and construction of the Intersection Works and its handover to the Roads Authority by the Developer, if required by the Roads Authority.

**Intersection Works Land** means the area of land required for the Developer to carry out and complete the Intersection Works, being parts of Lots 223 and 224 DP 246447, Lots 4, 5 and 6 DP 747391 and Lot 13 DP 1219648, excluding any public road.

**Intersection Works Land Contribution** means the dedication of the Developer Intersection Works Land or the Third Party Intersection Works Land (or both) as a public road in accordance with the terms of this deed.

**Just Terms Act** means the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

**Land** means the land described in Schedule 3.

**Landowner** means the owner of any part of the Land from time to time, and at the commencement of this deed means the person listed in Schedule 3.

**Land Survey** has the meaning given to it in clause 2.2(c) of Schedule 5.

**Land Transfer Date** means the date by which the Education Land must be transferred in accordance with clause 1.6(a) of Schedule 6.

**LG Act** means the *Local Government Act 1993* (NSW).

**Mediation Program** means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

**Minister** means the Minister administering the *Environmental Planning and Assessment Act 1979* and includes the Secretary and the Nominated Officer.

**Monetary Contribution** means payment of one or more Contribution Amounts by the Developer in accordance with Schedule 4.

**Neighbouring Land** means land that is adjoining or in the vicinity of the Intersection Works Land that is required to be occupied and used for the purpose of carrying out the Intersection Works.

**Nominated Officer** means an officer of the Department for the time being in a role nominated by the Secretary for the purposes of this deed.



**Notice** has the meaning given to it in clause 12.16.

**Notional Monetary Contribution for a DA Development** – see clause 1.4 of Schedule 4.

**Offset Amount** means:

- (a) the Education Land Offset Amount; and
- (b) the Intersection Offset Amount.

**Offset Certificate** means the certificate required to be kept by the Minister under Schedule 8.

**Ownership Notice** means the notice given by the Developer pursuant to clause 4.3(c).

**Plan of Subdivision** means a plan of subdivision within the meaning of section 195 of the *Conveyancing Act 1919* (NSW).

**Planning Application** means:

- (a) a Development Application; or
- (b) any other application required under the Act,  
relating to the Land.

**PPI** means the Producer Price Index (Road and Bridge Construction (New South Wales)) published by the Australian Bureau of Statistics, or if that index ceases to be issued, such other index that the Minister designates for the purposes of this deed.

**PPI Adjustment Date** means the first day of a Quarter immediately following the commencement of this deed and the first day of each Quarter thereafter.

**Practical Completion** means practical completion of the Intersection Works in accordance with the Intersection Works Deed.

**Quarter** each of the following three-month periods in a calendar year:

- (a) March Quarter—1 January to 31 March,
- (b) June Quarter—1 April to 30 June,
- (c) September Quarter—1 July to 30 September,
- (d) December Quarter—1 October to 31 December.

**Real Property Act** means the *Real Property Act 1900* (NSW).

**Register** means the Torrens title register maintained under the Real Property Act.

**Remediation** has the meaning given to it in Chapter 4 of *State Environmental Planning Policy (Resilience and Hazards) 2021* and **Remediate** has a corresponding meaning.

**Required Standard** means the standard to which any Contamination in, on or under the Education Land must be Remediated so that:

- (a) the Education Land is suitable for the purposes of a School, as at the Land Transfer Date; and
- (b) there is no significant risk of harm (determined in accordance with any relevant guidelines published by the Environment Protection Authority) to people using the Education Land for the purposes of a school by reason of any Contamination.

**Residue Lot** means a lot that is created, or is to be created, for one or more of the following purposes:

- (a) to be dedicated or otherwise transferred to an Authority; or
- (b) for any public utility undertaking within the meaning of the Standard Instrument as at the date of this deed,

but which does not include a Super Lot.

**Roads Act** means the *Roads Act 1993* (NSW).

**Roads Authority** has the meaning given to it in the Roads Act, and for the purposes of this deed means Council or TfNSW.

**School** includes pre-school.

**Secretary** means the Secretary of the Department.

**Secretary of the Department of Education** includes the Secretary's nominee for the purposes of this deed.

**Section 138 Approval** means a consent given pursuant to section 138 of the Roads Act.

**Secured Obligation** means an obligation secured by a Security as described in the table to clause 1(b), or clause 2(c), of Schedule 7, as the case may require.

**Security** means a Bank Guarantee in an amount specified in Schedule 7 and on the terms specified in Schedule 7.

**Site Audit Report** means a site audit report within the meaning of the CLM Act prepared by a Site Auditor in relation to a Site Audit Statement.

**Site Audit Statement** - see clause 1.7 of Schedule 6.

**Site Auditor** has the same meaning as in the CLM Act.

**Standard Instrument** means the standard instrument set out at the end of the *Standard Instrument (Local Environmental Plans) Order 2006*.

**Subdivision Certificate** has the same meaning as in the Act.

**Super Lot** means a lot that forms part of the Land which, following the registration of a Plan of Subdivision, is intended for further subdivision (including community title subdivision but excluding strata subdivision), but does not include a Residue Lot.

**Tax** means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge and fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

**TfNSW** means Transport for NSW constituted under section 3C of the *Transport Administration Act 1988* (NSW).

**Third Party** means an owner of Intersection Works Land and/or Neighbouring Land.

**Third Party Intersection Works Land** means that part of the Intersection Works Land subject to a Third Party Landowner Agreement, as specified in the Ownership Notice under clause 4.3(c).

**Third Party Landowner** means an owner of Third Party Intersection Works Land.

**Third Party Landowner Agreement** has the meaning given to it in clause 4.3(b).

**Trigger Date** means the date that is 20 Business Days after the commencement of this deed.

**Upgrade of the Intersection** means the upgrading of the intersection at Wyndella Road, Springfield Drive and New England Highway, Lochinvar, proposed by the Developer.

**Value of the Education Land** means the value of the Education Land as calculated in accordance with clause 1.9(a) of Schedule 6, subject to indexation in accordance clause 1.9(b) of Schedule 6.

**Value of the Intersection Works Land** means the value of the Developer Intersection Works Land as calculated in accordance with clause 2.6(b) and (c) of Schedule 5.

**Works Notice** means the written notice given by the Developer to the Minister to confirm that it intends to commence the Intersection Works pursuant to clause 1.3(a) of Schedule 5.

## 1.2 Development

If this deed is released and discharged from a part of the Land under clause 6.3, any development on that part of the Land that is subject to a development application or application for a complying development certificate made after the date of release and discharge is not development to which this deed applies, despite any other provision of this deed.

## 1.3 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation made under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **Department of Planning, Housing and Infrastructure** continues to be a reference to the Department even if renamed and, if that Department is abolished or ceases to include the group of staff principally responsible for the administration of the Act, is a reference to any other Department or other Public Service agency (within the meaning of the *Government Sector Employment Act 2013* (NSW)) that includes that group of staff, whether or not the change in relation to the Department occurs before or after the execution of this deed by the Minister;
- (e) a reference to the **introduction**, a **clause**, or a **schedule** is a reference to the introduction, a clause, or a schedule to or of this deed;
- (f) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (g) the **schedules** form part of this deed;
- (h) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;

- (i) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (j) a reference to a **corporation** includes its successors and permitted assigns;
- (k) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (l) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (n) **including** and **includes** are not words of limitation;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) **monetary amounts** are expressed in Australian dollars;
- (q) the singular includes the plural and vice-versa;
- (r) words importing one gender include all other genders;
- (s) a reference to a thing includes each part of that thing; and
- (t) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

## **2. Operation and application of this deed**

### **2.1 Operation**

This deed commences on the date that this deed is signed by all the parties.

### **2.2 Planning agreement under the Act**

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

### **2.3 Application**

This deed applies to:

- (a) the Land; and
- (b) the Developer Intersection Works Land; and
- (c) the Development.

## **3. Application of development contributions provisions of the Act**

The application of the following provisions of the Act to the Development is excluded (or not excluded) to the extent stated in Schedule 1:

- (a) sections 7.11 and 7.12;
- (b) Subdivision 4 of Division 7.1.

#### 4. Development Contribution

##### 4.1 Developer to provide Development Contribution

The Developer undertakes to provide, or procure the provision of, the Development Contribution to the Minister or the Minister's nominee in accordance with the provisions of Schedule 4, Schedule 5 and Schedule 6.

##### 4.2 Acknowledgement

The Developer acknowledges and agrees that, subject to section 7.3 of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay any amounts to the Developer in connection with this deed; and
- (b) in circumstances where the Development Contribution is made to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

##### 4.3 Ownership of the Intersection Works Land

- (a) The Developer and Council acknowledge that at the date of this deed the Developer does not own the whole of the Intersection Works Land.
- (b) The Developer acknowledges and agrees to use its best endeavours to:
  - (i) become the owner of the Intersection Works Land by the Trigger Date; or
  - (ii) enter into an agreement (**Third Party Landowner Agreement**) by the Trigger Date permitting the Developer to carry out the Intersection Works on a Third Party's land and requiring the Third Party to dedicate, by way of a Plan of Subdivision, its portion of the Intersection Works Land as a public road,so that the whole of the Intersection Works Land will be able to be dedicated as a public road in accordance with Schedule 5.
- (c) The Developer must, no later than Trigger Date, give the Minister and Council notice (**Ownership Notice**) that specifies the part of the Intersection Works Land that it owns (**Developer Intersection Works Land**) and the part that is subject to Third Party Landowner Agreements (if any) (**Third Party Intersection Works Land**). The Ownership Notice must include copies of the relevant folios of the Register for the whole of the Intersection Works Land.
- (d) If the whole of the Intersection Works Land is not either owned by the Developer or subject to Third Party Land Agreements at the Trigger Date as specified in the Ownership Notice, then an Intersection Monetary Contribution may be required to be paid in accordance with Schedule 4.
- (e) If any part of the Intersection Works Land is owned by the Developer or subject to Third Party Land Agreements (as specified in the Ownership Notice), then clause 2 of Schedule 5 applies to that part.
- (f) Nothing in this clause 4.3 requires the Developer to commence or continue endeavours to become the owner of any part of the Intersection Works Land or require a Third Party, under a Third Party Landowner Agreement, to dedicate any part of that land if another arrangement is made with the Third Party for the dedication of that part as a public road. To avoid doubt, another arrangement may take the form of a voluntary planning agreement within the meaning of the Act, whether with Council or another planning authority.



#### 4.4 Council Contribution and review of Contributions Plan

- (a) Council agrees to contribute to the cost of delivering the Intersection Works and Intersection Works Land in accordance with Schedule 5.
- (b) To the extent permitted by law, Council agrees to maintain in its Contributions Plan the requirement to pay monetary contributions towards the upgrade of the intersection at Wyndella Road, Springfield Drive and New England Highway, Lochinvar until the full Council Land Amount and Council Works Amount have been paid to the Developer.
- (c) Council and the Developer agree that if the Contributions Plan is amended, or a new Contributions Plan is adopted, or any other event occurs, that will have the effect of increasing the monetary contributions (by indexation or otherwise) that Council is entitled to collect for upgrading the intersection at Wyndella Road, Springfield Drive and New England Highway, Lochinvar, they will, acting reasonably and in good faith, review the Council Land Amount and the Council Works Amount under this deed.

#### 5. Enforcement

##### 5.1 Developer to provide Security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by:

- (a) agreeing to register this deed in accordance with clause 6; and
- (b) providing the Security in accordance with the terms and procedures set out in Schedule 7.

#### 6. Registration

##### 6.1 Registration of deed

- (a) The Developer agrees to procure the registration of this deed on the title to the Land and the Developer Intersection Works Land, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.
- (b) To avoid doubt, the Developer is not required to procure the registration of this deed on any part of the Intersection Works Land that is not Developer Intersection Works Land.
- (c) To procure registration of this deed as required in clause 6.1(a), the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
  - (i) the consent of each person, as required by the Registrar-General, who:
    - (A) has an estate or interest in that land registered under the Real Property Act; or
    - (B) is seized or possessed of an estate or interest in that land,to the registration of this deed on the title to that land and to the terms of this deed;
  - (ii) the execution of any documents; and
  - (iii) the lodgement of this deed in a registrable form at the NSW Land Registry Services for registration by the Registrar-General in the relevant folios of the Register for that land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

## 6.2 Evidence of registration

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 6.1(c)(iii) within 10 Business Days of such lodgement at the NSW Land Registry Services.
- (b) The Developer will provide the Minister with copies of the relevant folios of the Register and copies of the registered dealings containing this deed within 10 Business Days of receipt of notice of registration of this deed.

## 6.3 Release and discharge of deed

- (a) The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land. To avoid doubt:
  - (i) the obligations with respect to a part of the land may be satisfied by the Developer applying the whole or part of its Credit Balance; and
  - (ii) in relation to any part of the Land that is not the Education Land - it is not necessary that the Education Land Contribution has been made.
- (b) For the purposes of clause 6.3(a), the parties agree that the obligations under this deed are satisfied in respect of a part of the Land if Development Consent for a part of the Development on that part of the Land has been granted (**DA Development**), the DA Development comprises or includes subdivision into Final Residential Lots and:
  - (i) no Additional Monetary Contribution for the DA Development on that part of the Land is payable under clause 1.4 of Schedule 4; or
  - (ii) any Additional Monetary Contribution for the DA Development under that clause has been made.

The Developer acknowledges that the Minister is not required, under this subclause 6.3(b), to agree to release and discharge this deed from any lot or proposed lot that is not a Final Residential Lot.

- (c) Although this deed may not be released and discharged from a part of the Land under clause 6.3(a) because an Additional Monetary Contribution is required under clauses 1.4 and 1.5 of Schedule 4 but has not yet been made, the Minister agrees to execute the relevant documents to enable the Developer to remove the notation of the deed from the relevant folios of the Register in respect of that part of the Land to enable a Plan of Subdivision for the part to create Final Residential Lots to be registered if the Developer has provided Security in respect of the obligation to make the Additional Monetary Contribution in accordance with Schedule 7.
- (d) To avoid doubt, the Developer may satisfy the Minister that all its obligations under this deed with respect to a part of the Land have been satisfied if Development Consent has been granted for DA Development on that part (other than for subdivision as referred to in clause 6.3(b)) and:
  - (i) no Additional Monetary Contribution for the DA Development on that part of the Land is payable under clause 1.4 of Schedule 4; or
  - (ii) any Additional Monetary Contribution for the DA Development under that clause has been made.



However, this subclause 6.3(d) does not limit the matters to which the Minister may need to have regard in order to be satisfied that the obligations under this deed with respect to a part of the Land have been satisfied.

- (e) The Minister agrees to provide a release and discharge of this deed so that this deed may be removed from the relevant folios of the Register in respect of the Developer Works Intersection Land when that land has been dedicated or transferred to the Roads Authority in accordance with this deed.
- (f) In this clause 6.3, a **Final Residential Lot** means a lot or proposed lot in a Residential Zone (within the meaning of the Standard Instrument) that the Minister is satisfied is unlikely to be further subdivided.

#### 6.4 Interest in Land

The Developer represents and warrants that it is as at the date of execution of this deed:

- (a) the owner of the Land as shown in Schedule 3; and
- (b) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 6.1(b)(i) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with their obligations under clause 6.

#### 6.5 Right to lodge caveat

- (a) Subject to clause 6.5(b) until such time as this deed is registered on the title to the Land in accordance with clause 6.1, the Developer acknowledges that this deed confers on the Minister an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any Dealing in respect of the Land.
- (b) If the Minister lodges a caveat in accordance with clause 6.5(a), then the Minister will do all things reasonably necessary to:
  - (i) ensure that the caveat does not prevent or delay the registration of this deed; and
  - (ii) remove the caveat from the title to the Land promptly, following registration of this deed in accordance with clause 6.1.
- (c) If, after 10 Business Days of receipt of a copy of this deed executed by the Minister, the Developer has been unable to achieve the registration of this deed, the Developer must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under clause 6.5(a) to lodge and withdraw a caveat(s) (as applicable).

### 7. Dispute Resolution

#### 7.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 7.

#### 7.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

**7.3 Attempt to resolve**

On receipt of notice under clause 7.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

**7.4 Mediation**

If the parties do not agree within 21 Business Days of receipt of notice under clause 7.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

**7.5 Court proceedings**

If the dispute is not resolved within 60 Business Days after notice is given under clause 7.2 then any party which has complied with the provisions of this clause 7 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

**7.6 Not use information**

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 7 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 7 for any purpose other than in an attempt to settle the dispute.

**7.7 No prejudice**

This clause 7 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

**8. GST****8.1 Definitions**

Words used in this clause 8 that are defined in the GST Legislation have the meanings given in that legislation.

**8.2 Intention of the parties**

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

**8.3 Reimbursement**

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

**8.4 Consideration GST exclusive**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 8.4.

**8.5 Additional Amounts for GST**

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

**8.6 Non monetary consideration**

Clause 8.5 applies to non-monetary consideration.

**8.7 Assumptions**

The Developer acknowledges and agrees that in calculating any amounts payable under clause 8.5 the Developer must assume the Minister is not entitled to any input tax credit.

**8.8 No merger**

This clause does not merge on completion or termination of this deed.

**9. Assignment and transfer****9.1 Right to assign or novate**

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Minister and Council and:
  - (i) satisfy the Minister and Council (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
  - (ii) procure the execution of an agreement by the Incoming Party with the Minister and Council on terms satisfactory to the Minister and Council (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and

- (iii) satisfy the Minister and Council, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's and Council's reasonable legal costs and expenses incurred under this clause 9.1.
- (c) Despite clause 9.1(a), the Developer may assign or novate its rights or obligations under this deed to Roche Group Pty Limited (ACN 000 606 682) without the consent of the Minister or Council. However, the Developer must:
  - (i) notify both the Minister and Council within 5 Business Days after the assignment or novation of the details of the assignment and novation; and
  - (ii) promptly procure the execution of an agreement by Roche Group Pty Limited on terms satisfactory to both the Minister and Council under which Roche Group Pty Limited agrees to comply with the terms and conditions of this deed as though it were the Assigning Party.

## 9.2 Right to transfer Land

- (a) Subject to clause 9.2(b), the Developer must not sell or transfer to another person (**Transferee**) the whole or any part of the Land:
  - (i) on which this deed remains registered under section 7.6 of the Act; or
  - (ii) for which a Development Contribution required under this deed remain outstanding.
- (b) Notwithstanding clause 9.2(a), the Developer may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Developer:
  - (i) satisfies the Minister and Council, acting reasonably, that:
    - (A) the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed; or
    - (B) the Developer will continue to be bound by the terms of this deed after the transfer has been effected;
  - (ii) procures the execution of an agreement by the Transferee with the Minister and Council on terms satisfactory to the Minister and Council, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
  - (iii) satisfies the Minister and Council, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Developer must pay the Minister's and Council's reasonable legal costs and expenses incurred under this clause 9.2.

## 9.3 Replacement Security

Provided that:

- (a) the Developer has complied with clauses 9.1 and 9.2; and
- (b) the Transferee or Incoming Party (as the case may be) has provided the Minister with a replacement Security in accordance with the requirements of Schedule 7 and on terms acceptable to the Minister,

the Minister will promptly return the Security to the Developer.

## **10. Capacity**

### **10.1 General warranties**

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

### **10.2 Power of attorney**

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

## **11. Reporting requirement**

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year that includes the following matters, as applicable:
  - (i) details of all Development Consents, Construction Certificates and Subdivision Certificates issued in relation to the Development;
  - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
  - (iii) a forecast in relation to the anticipated progression and completion of the Development;
  - (iv) a forecast in relation to the anticipated transfer of the Education Land; and
  - (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.

## **12. General Provisions**

### **12.1 Entire deed**

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

### **12.2 Variation**

This deed must not be varied except by a later written document executed by all parties.



**12.3 Waiver**

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

**12.4 Further assurances**

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this deed.

**12.5 Time for doing acts**

- (a) If:
- (i) the time for doing any act or thing required to be done; or
  - (ii) a notice period specified in this deed,
- expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

**12.6 Governing law and jurisdiction**

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

**12.7 Severance**

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

**12.8 Preservation of existing rights**

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

**12.9 No merger**

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

**12.10 Counterparts**

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

**12.11 Relationship of parties**

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

**12.12 Good faith**

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

**12.13 No fetter**

- (a) Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.
- (b) To avoid doubt, Council is not entering into this deed in its capacity as Roads Authority and nothing in this deed limits, restricts or fetters Council in any way in respect of anything it may do (or not do) as Roads Authority.

**12.14 Explanatory note**

The Explanatory Note must not be used to assist in construing this deed.

**12.15 Expenses and stamp duty**

- (a) The Developer must pay its own and the reasonable legal costs of both the Minister and Council, valuation costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all reasonable costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must pay its own and the reasonable costs and disbursements of both the Minister and Council in connection with the release and discharge of this deed with respect to any part of the Land pursuant to clause 6.3.
- (e) The Developer must provide the Minister and Council with bank cheques, or an alternative method of payment if agreed with the Minister or Council, respectively, for the Minister's or Council's costs pursuant to clauses 12.15(a), (b) and (d):
  - (i) where the Minister or Council, as the case may require, has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
  - (ii) where the Minister or Council has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister or Council, respectively, for payment.



**12.16 Notices**

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
    - (i) hand delivered; or
    - (ii) sent by prepaid ordinary mail within Australia; or
    - (iii) sent by email.
  - (b) A Notice is given if:
    - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
    - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
    - (iii) sent by email:
      - (A) before 5pm on a Business Day, on that day;
      - (B) after 5pm on a Business Day, on the next Business Day after it is sent; or
      - (C) on a day that it is not a Business Day, on the next Business Day after it is sent,
- and the sender does not receive a delivery failure notice.

**12.17 Electronic Execution**

- (a) Each party consents to this deed and any variations of this deed being signed by electronic signature by the methods set out in this clause.
- (b) This clause applies regardless of the type of legal entity of the parties. If this deed or any subsequent variations are signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- (c) For the purposes of this clause, the parties agree that the following methods validly identify the person signing and indicate that person's intention to sign this deed and any variation of it:
  - (i) insertion of an image (including a scanned image) of the person's own unique signature on to the deed;
  - (ii) insertion of the person's name on to the deed; or
  - (iii) use of a stylus or touch finger or a touch screen to sign the deed,

provided that in each of the above cases, words to the effect of '*Electronic signature of me, [NAME], affixed by me on [DATE]*' are also included on the deed;

  - (iv) use of a reliable electronic signature and exchange platform (such as DocuSign or AdobeSign) to sign the deed; or
  - (v) as otherwise agreed in writing (including via email) between the parties.
- (d) The parties agree that the above methods are reliable as appropriate for the purpose of signing this deed and that electronic signing of this deed by or on behalf of a party indicates that party's intention to be bound.

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- (e) A signed copy of this deed transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this deed for all purposes.

## Schedule 1

**Table 1 - Requirements under section 7.4 of the Act (clause 2.2)**

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

Requirement under the Act	This deed
<b>Planning instrument and/or development application – (section 7.4(2))</b>  The Developer has: <ul style="list-style-type: none"> <li>(a) sought a change to an environmental planning instrument.</li> <li>(b) made, or proposes to make, a Development Application.</li> <li>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</li> </ul>	<ul style="list-style-type: none"> <li>(a) N/A</li> <li>(b) Yes</li> <li>(c) No</li> </ul>
<b>Description of land to which this deed applies – (section 7.4(3)(a))</b>	See Schedule 3
<b>Description of development to which this deed applies – (section 7.4(3)(b))</b>	See definition of Development in clause 1.1 and clause 1.2
<b>Description of change to the environmental planning instrument to which this deed applies – (section 7.4(3)(b))</b>	N/A
<b>The scope, timing and manner of delivery of contribution required by this deed – (section 7.4(3)(c))</b>	See Schedule 4, Schedule 5 and Schedule 6.
<b>Applicability of sections 7.11 and 7.12 of the Act – (section 7.4(3)(d))</b>	The application of sections 7.11 and 7.12 of the Act to the Development <b>is not excluded</b> .
<b>Applicability of Subdivision 4 of Division 7.1 of the Act – (section 7.4(3)(d))</b>	The application of Subdivision 4 of Division 7.1 of the Act to the Development <b>is excluded</b> .
<b>Consideration of benefits under this deed if section 7.11 applies – (section 7.4(3)(e))</b>	No
<b>Mechanism for Dispute Resolution – (section 7.4(3)(f))</b>	See clause 7
<b>Enforcement of this deed – (section 7.4(3)(g))</b>	See clause 5 and clause 6
<b>No obligation to grant consent or exercise functions – (section 7.4(9) and section 7.4(10))</b>	See clause 12.13

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Table 2 – Other matters

Requirement under the Act	This deed
<b>Registration of the Planning Agreement –</b> (section 7.6 of the Act)	Yes (see clause 6)
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued –</b> (section 21 <a href="#">Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</a> )	Yes (see clause 1.5 of Schedule 4)
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued –</b> (section 48 of <a href="#">Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</a> )	No.
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued –</b> (section 6.15(1)(d) of the Act)	Yes (see clause 1.5 of Schedule 4, clause 1.4(b) of Schedule 5 and clause 1.4(b) and clause 1.6(b) of Schedule 6.

**Schedule 2 – Address for Service**

(clause 1.1)

**Minister**

**Contact:** The Secretary  
**Address:** Department of Planning, Housing and Infrastructure  
Level 17 – 4PSQ Mailroom  
4 Parramatta Square, 12 Darcy Street  
PARRAMATTA NSW 2150  
**Email:** [planningagreements@planning.nsw.gov.au](mailto:planningagreements@planning.nsw.gov.au)

**Developer**

**Contact:** The Company Directors and Secretary  
**Address:** DB20 Pty Limited  
Level 6, 77 Castlereagh Street  
SYDNEY NSW 2000  
Attention: [REDACTED]  
**Email:** [REDACTED]

**Council**

**Contact:** General Manager  
**Address:** Maitland City Council  
263 High Street  
MAITLAND NSW 2320  
Attention: [REDACTED]  
**Email:** [REDACTED] and  
[info@maitland.nsw.gov.au](mailto:info@maitland.nsw.gov.au)

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**Schedule 3 – Land**

(clause 1.1)

Lot/Deposited Plan	Folio Identifier	Landowner
Lot 56 in Deposited Plan 874170	56/874170	DB20 Pty Limited (ACN 637 243 844)
Lot 1 in Deposited Plan 1110433	Auto Consol 5447-6	DB20 Pty Limited (ACN 637 243 844)
Lot 2 in Deposited Plan 1110433	Auto Consol 5447-6	DB20 Pty Limited (ACN 637 243 844)
Lot 178 in Deposited Plan 874171	178/874171	DB20 Pty Limited (ACN 637 243 844)
Lot 6 in Deposited Plan 19925	Auto Consol 5447-6	DB20 Pty Limited (ACN 637 243 844)
Lot A in Deposited Plan 431640	Auto Consol 5447-6	DB20 Pty Limited (ACN 637 243 844)
Lot 3 in Deposited Plan 785359	3/785359	DB20 Pty Limited (ACN 637 243 844)

**Schedule 4 - Development Contribution (Monetary Contributions)**

(clause 4)

**1. Monetary Contribution****1.1 Provision of the Monetary Contribution**

- (a) The Developer undertakes to provide the Monetary Contribution to the Minister or Council, as the case may require, in the manner set out in the table below:

Monetary Contribution	Value	Timing
A. Contribution Amount - Monetary contribution towards the acquisition of the Intersection Works Land (if required), being the <b>Intersection Monetary Contribution</b> under clause 1.2(d) of this Schedule 4.	<p>The difference between the Total Purchase Price and the Council Land Amount as provided for in clause 1.2(d) of this Schedule 4, where the <b>Total Purchase Price</b> is the sum of the following amounts:</p> <p>(a) the amount paid or incurred by Council, acting reasonably and in accordance with the Just Terms Act, to acquire a part or parts of the Intersection Works Land that is not owned by the Developer, or is not subject to a Third Party Landowner Agreement, by the Trigger Date; and</p> <p>(b) the amount paid or incurred by Council, acting reasonably, to obtain a right to occupy and use, and carry out works on, Neighbouring Land, for the purpose of carrying out functions of a Roads Authority in relation to the Intersection Works.</p> <p>The amount to purchase any part of the Intersection Works Land is to be determined in accordance with the Just Terms Act and may include reasonable expenses incurred by Council (including legal and</p>	Pursuant to clause 1.2 (e) of this Schedule 4



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	valuation costs) in acquiring the land.	
<b>B. Additional Contribution Amount for a DA Development (if required)</b>	An amount calculated in accordance with clause 1.4 of this Schedule 4.	Pursuant to clause.1.5 of this Schedule 4.

- (b) The Minister, Council and Developer acknowledge and agree that the Monetary Contribution is the sum of the Contribution Amounts, as specified in clause 1.1 (a), under this deed.

#### 1.2 Payment of Intersection Monetary Contribution (if any)

- (a) This clause 1.2 applies only if Council:
- (i) acquires a part of the Intersection Works Land that is not Developer Intersection Works Land or Third Party Intersection Works Land to be transferred to it under Schedule 5; or
  - (ii) obtains a right to occupy and use, and carry out works on, Neighbouring Land as referred to in clause 1.1(a) of this Schedule 4.
- (b) Subject to clause 1.2(d) of this Schedule 4, the Council Land Amount is reduced by:
- (i) each amount paid by Council to acquire a part of the Intersection Works Land to the extent that that amount is determined in accordance with the Just Terms Act (including any reasonable expenses incurred by Council as referred to in the table in clause 1.1 (a) (item A)); and
  - (ii) each amount paid by Council to obtain a right to occupy and use, and carry out works on, Neighbouring Land as referred to in clause 1.1(a) of this Schedule 4.
- (c) Council must notify the Developer each time it makes a deduction from the Council Land Amount and provide details of the acquisition (or rights obtained) for which the deduction has been made.
- (d) If the total amount paid by Council (being the **Total Purchase Price** referred to in clause 1.1 (a) (item A)) exceeds the Council Land Amount (being that amount before any deductions have been made under clause 1.2(b)), the Developer must pay the difference between the Total Purchase Price and the Council Land Amount to Council (**Intersection Monetary Contribution**). To avoid doubt, if an Intersection Monetary Contribution is paid to Council under this clause 1.2(d), no part of the Council Land Amount is payable by Council to the Developer.
- (e) Any Intersection Monetary Contribution required under clause 1.2(d) of this Schedule 4 must be paid within 20 Business Days after Council issues a Contribution Notice to the Developer. The Contribution Notice must be accompanied by a tax invoice for the Contribution Amount.
- (f) Any Intersection Monetary Contribution paid by the Developer in accordance with this clause 1.2 is to be credited to the Developer on the Offset Certificate.
- (g) An amount is paid for the purposes of this clause 1.2 when cleared funds are deposited by means of electronic funds transfer or bank cheque into a bank account nominated by Council.

- (h) If the Developer does not pay an Intersection Monetary Contribution, as required by this clause 1.2, Council may recover that amount, and any costs incurred by Council in remedying the breach, as a debt due in a court of competent jurisdiction.
- (i) For the purpose of clause 1.2(h) of this Schedule 4, Council's costs of remedying the breach include, but are not limited to:
  - (i) the costs of Council's employees, agents and contractors reasonably incurred for that purpose;
  - (ii) all fees and charges necessarily or reasonably incurred by Council in remedying the breach; and
  - (iii) all legal costs and expenses reasonably incurred by Council, by reason of the breach.

### 1.3 Council acquisition of Intersection Works Land

- (a) Subject to clause 1.3(b) and (d) of this Schedule 4, Council agrees to:
  - (i) commence taking steps towards the acquisition of that part of the Intersection Works Land that is not owned by the Developer or the subject of a Third Party Landowner Agreement, within 60 Business Days after the Developer issues the Ownership Notice under clause 4.3(c); and
  - (ii) use its reasonable endeavours to acquire the relevant land, in accordance with the Just Terms Act, without delay.
- (b) The parties acknowledge and agree, that Council is not required to take the necessary steps to acquire any Intersection Works Land under clause 1.3(a) of this Schedule 4 unless and until the Developer provides written confirmation that it has made reasonable efforts to acquire the relevant land or enter into a Third Party Landowner Agreement for the dedication of the land.
- (c) The Developer's reasonable efforts to enter into a Third Party Landowner Agreement for dedication of relevant land as a public road or to acquire the relevant land must include at least three reasonable offers to the Third Party Landowner to do so. Council acknowledges and agrees that the reasonable offers required to be made by the Developer can include:
  - (i) offers made prior to the parties entering into this deed; and
  - (ii) offers to provide non-monetary benefits (for example, increased land value or improvement works can constitute reasonable offers of compensation for the acquisition or dedication of the relevant land).
- (d) Nothing in this clause 1.3 of Schedule 4 requires Council to commence or continue steps to acquire any Intersection Works Land if another arrangement is made with a Third Party who is the owner of a portion of Intersection Works Land for its dedication as a public road. To avoid doubt, another arrangement may take the form of a voluntary planning agreement within the meaning of the Act, whether with Council or another planning authority.
- (e) Council agrees to commence taking steps to obtain a right to occupy and use, and carry out works on, Neighbouring Land (as referred to in clause 1.1(a)) that is not the subject of a Third Party Landowner Agreement within 60 business Days after the Developer issues the Ownership Notice under clause 4.3(c) and to use its reasonable endeavours to obtain that right without delay (and in accordance with the Just Terms Act, if that Act is applicable).

#### 1.4 Notional Monetary Contribution and calculation of Additional Contribution Amounts

- (a) The parties agree that, if the Developer were to provide the Development Contribution solely as a monetary contribution, the Development Contribution would comprise the sum of amounts calculated for each part of the Development that is authorised by a Development Consent (**DA Development**) in accordance with the HPC Order.
- (b) The base component amount under the HPC Order for the Lower Hunter is to be adjusted in accordance with the HPC Order as in force as at 30 June 2025, even if the order is amended or repealed after that date, and the amount for each DA Development is to be calculated under clause 1.4(a) of this Schedule 4 by applying the applicable base component amounts as adjusted when Development Consent for the DA Development is granted.
- (c) Each amount calculated for a DA Development as referred to in clause 1.4(a) and clause 1.4(b) of this Schedule 4 is the **Notional Monetary Contribution for the DA Development**.
- (d) The Notional Monetary Contribution for the DA Development is to be adjusted in accordance with the HPC Order at the time it would be required to be paid under that order had it been imposed as a housing and productivity contribution by a condition of consent for the DA Development (**Adjusted Notional Monetary Contribution for the DA Development**).
- (e) The Notional Monetary Contribution is to be adjusted under clause 1.4(d) as if the Consent PPI number referred to in clause 22 of the HPC Order is the PPI number last used to adjust the applicable base component amount when Development Consent to the DA Development was granted.
- (f) The **Additional Contribution Amount for a DA Development**, required by this clause 1.4, is the Adjusted Notional Monetary Contribution for the DA Development **less** the Credit Balance available to the Developer as at the date when the Adjusted Notional Monetary Contribution for the DA Development is determined in accordance with clause 1.4(d) and 1.4(e) of this Schedule 4.
- (g) If the deduction of the Credit Balance under clause 1.4 (f) of this Schedule 4 results in a negative number, the Additional Contribution Amount is nil.
- (h) For clarity, a reference to Development Consent in this clause 1.4 includes a reference to a complying development certificate within the meaning of the Act.

#### 1.5 Payment of Additional Contribution Amounts

- (a) The Additional Contribution Amount for a DA Development must be paid to the Minister at the time that the Notional Monetary Contribution for the DA Development would have been required to be paid as a housing and productivity contribution under the HPC Order had it applied to the DA Development.
- (b) If the Notional Monetary Contribution for the DA Development would have been required to be paid before the issue of a subdivision certificate, construction certificate or other certificate, the Developer must provide the Minister with not less than 10 Business Days' written notice of its intention to lodge an application for the relevant certificate.
- (c) Within 10 Business Days of receipt of the written notice under clause 1.5(b) of this Schedule 4, the Minister is to give the Developer a notice setting out the Additional Contribution Amount for the DA Development and a tax invoice for that amount.

- (d) The obligation to pay an Additional Contribution Amount for a DA Development under this Schedule 4 is subject to clause 4 of Schedule 7, which provides for the provision of Security to secure the payment of an Additional Contribution Amount.
- (e) However, if Security is provided to secure the payment of the Additional Contribution Amount for a DA Development (or part of that amount), the outstanding amount must be redetermined, as at the time the Developer seeks to discharge its obligation with respect to it. The outstanding amount is to be redetermined by multiplying the amount of the Security by the following number:

$$\frac{\text{highest PPI}}{\text{base PPI for Security}}$$

where:

**base PPI for Security** is the PPI number that was the “highest PPI number” for the purposes of applying the formula in clause 22 of the HPC when adjusting the Notional Monetary Contribution for the DA Development under clause 1.4(d) and (e) of Schedule 4.

**highest PPI** is the highest PPI number for any quarter following (and including) the quarter whose PPI number was the **base PPI for Security** and up to (and including) the 2<sup>nd</sup> last quarter before the quarter in which the obligation with respect to the outstanding amount is discharged.

- (f) The parties agree that the requirement to make a payment under this clause of an Additional Contribution Amount for a DA Development is a restriction on the issue of each of the following certificates for the DA Development, as the case may require:
  - (i) a Subdivision Certificate, as referred to in section 6.15(1)(d) of the Act;
  - (ii) a Construction Certificate, as referred to in section 21 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.
- (g) The Additional Contribution Amount is paid when cleared funds are deposited by means of electronic funds transfer or bank cheque into a bank account nominated by the Minister.

#### 1.6 Review of clauses 1.4 and 1.5 of this Schedule 4 if HPC scheme changes

The Minister and the Developer agree that if the housing and productivity contribution increases or decreases significantly because of an amendment to the HPC Order or its replacement, or if a new State infrastructure contributions scheme is introduced, they will, acting reasonably and in good faith, review the provisions of clauses 1.4 and 1.5 of this Schedule 4. A party is not in breach of this deed if it does not agree to amend the deed as requested by the other party in or as a result of a review.



## **Schedule 5— Development Contribution (Intersection Works Contribution and Intersection Works Land Contribution)**

(clause 4)

### **1. Intersection Works Contribution**

#### **1.1 Provision of the Intersection Works**

The Developer must provide the Intersection Works Contribution in accordance with this Schedule 5.

#### **1.2 Pre-conditions to commencement of the Intersection Works**

Prior to commencement of the Intersection Works, the Developer must:

- (a) if Development Consent is required — provide evidence to the Minister that it has obtained Development Consent for the Intersection Works;
- (b) if required by the Roads Authority to enter into an Intersection Works Deed:
  - (i) enter into an Intersection Works Deed, on such terms and conditions as are:
    - (A) consistent with the requirements of this deed, including this Schedule 5; and
    - (B) acceptable to the Roads Authority, the Minister and Council (if it is not the Roads Authority); and
  - (ii) provide to the Minister a copy of the executed Intersection Works Deed to carry out the Intersection Works; and
- (c) if a Section 138 Approval is required in relation to the Intersection Works, provide a copy of the Section 138 Approval to the Minister.

#### **1.3 Construction Contract for the Intersection Works**

- (a) The Developer must provide written notice to the Minister which confirms that it intends to commence the Intersection Works (**Works Notice**). If the Developer is to engage a third party to carry out the Intersection Works, then clauses 1.3(b) to (f) apply.
- (b) The Developer may only enter into a Construction Contract with a third party contractor who is:
  - (i) appointed under a competitive tender process on an arm's length basis; and
  - (ii) approved by the Roads Authority and meets all of the Roads Authority's requirements.
- (c) The Developer must undertake a competitive tender process in awarding a Construction Contract for the Intersection Works and provide evidence of such tender process to the Minister within 10 Business Days of awarding the Construction Contract.
- (d) The Works Notice must be accompanied by a copy of each Construction Contract in place for the Intersection Works.
- (e) If further Construction Contract(s) are entered into after the Works Notice has been issued, the Developer must provide a written notice to the Minister of that fact as soon as is practicable and follow the process for appointing a construction contractor described in clauses 1.3(b) and (c) above. The Developer will provide the Minister with a copy of the further Construction Contract(s).

- (f) Each Construction Contract must:
- (i) identify a superintendent for the Intersection Works;
  - (ii) provide a reasonable itemisation of works comprising the Intersection Works, which, in relation to construction work, may be by a bill of quantities;
  - (iii) identify the contract value for each item of the Intersection Works; and
  - (iv) identify the terms and conditions applicable to the carrying out of the Intersection Works.

#### **1.4 Timing of Intersection Works**

- (a) The Developer must ensure Practical Completion of the Intersection Works in accordance with the Intersection Works Deed prior to the issue of the Subdivision Certificate for the 1<sup>st</sup> lot (excluding a Super Lot or Residue Lot) in the Development.
- (b) The Developer agrees that the requirement in clause 1.4(a) of this Schedule 5 is a restriction on the issue of a Subdivision Certificate within the meaning of section 6.15(1)(d) of the Act.

#### **1.5 Estimated Cost and Actual Cost of the Intersection Works**

- (a) The Minister and the Developer agree that on each PPI Adjustment Date, the Estimated Cost of the Intersection Works is to be adjusted by multiplying that cost by an amount equal to the Current PPI divided by the Base PPI until the Offset Certificate is issued to the Developer that sets out the portion of the Intersection Offset Amount that has been credited for the Intersection Works Contribution.
- (b) The parties agree that if the Actual Cost of the Intersection Works is more than the Estimated Cost of the Intersection Works, the portion of Intersection Offset Amount the Developer may receive by carrying out the Intersection Works is the Estimated Cost of the Intersection Works.
- (c) The parties agree that the Minister may make any reasonable determination required to be made for the purpose of calculating the Actual Cost of the Intersection Works, following consultation with the Developer, acting in good faith and having proper regard to all matters put before the Minister by the Developer.

## **2. Intersection Works Land Contribution**

### **2.1 Provision of Intersection Works Land Contribution**

- (a) This clause 2 of Schedule 5 applies to the Developer Intersection Works Land and the Third Party Intersection Works Land.
- (b) The Developer must:
  - (i) dedicate the Developer Intersection Works Land to the Minister or the Roads Authority in accordance with this clause 2; and
  - (ii) cause each Third Party Landowner to dedicate its Third Party Intersection Works Land to the Minister or the Roads Authority in accordance with this clause 2 and the relevant Third Party Landowner Agreement.

### **2.2 Subdivision and Survey of the Intersection Works Land**

The Developer must (at its cost):

- (a) obtain Development Consent (if any is required) and any other necessary approvals, in connection with a proposed Plan of Subdivision or other plan that on registration will dedicate the Developer Intersection Works Land or the Third Party Intersection Works Land as a public road in accordance with section 9 of the Roads Act;
- (b) comply with any conditions of Development Consent and other approvals;
- (c) procure a survey of the Developer Intersection Works Land and the Third Party Intersection Works Land by a registered surveyor (**Land Survey**).

### 2.3 Timing for Provision of the Intersection Works Land Contribution

The Developer must provide the Intersection Works Land Contribution in accordance with this deed by the time specified in clause 3.2(a) of this Schedule 5 (**Developer Intersection Works Land Dedication Date**).

### 2.4 Dedication of the Intersection Works Land

- (a) In satisfying its obligation under clause 2.3 of this Schedule 5, the Developer must:
  - (i) deliver to the Roads Authority for approval a proposed Plan of Subdivision or other plan that bears a statement of intention to dedicate the Developer Intersection Works Land and any Third Party Intersection Works Land as a public road as provided by section 9 of the Roads Act;
  - (ii) deliver to the Minister and the Roads Authority a Contaminated Land Report and Contaminated Land Statement from a Contaminated Land Consultant in respect of the Developer Intersection Works Land and any Third Party Intersection Works Land which:
    - (A) state that the land is suitable or will be suitable for the purposes of a road as at the Developer Intersection Works Land Dedication Date;
    - (B) are addressed to the Minister and the Roads Authority; and
    - (C) are otherwise on terms satisfactory to the Minister and Roads Authority (acting reasonably);
  - (iii) deliver to the Minister for approval the Land Survey;
  - (iv) lodge the proposed Plan of Subdivision or other plan that bears a statement of intention to dedicate the Developer Intersection Works Land and any Third Party Intersection Works Land as a public road referred to in clause 2.4(a)(i) of this Schedule 5 at the NSW Land Registry Services for registration, upon receipt of:
    - (A) approval from the Roads Authority to register that proposed Plan of Subdivision or other plan; and
    - (B) approval from the Minister to the Land Survey referred to in clause 2.4(a)(iii) of this Schedule 5;
  - (v) promptly comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the dedication of the Developer Intersection Works Land and any Third Party Intersection Works Land as a public road; and
  - (vi) take any other necessary action to give effect to the dedication of the Developer Intersection Works Land and any Third Party Intersection Works Land as a public road free of all encumbrances (including any mortgages, easements, covenants and planning agreements) and affectations (including any charge or liability for rates, Taxes and charges) other than



service easements or such other encumbrances as agreed by the Minister or the Roads Authority in writing.

- (b) If the Developer does not comply with clause 2.4(a)(ii), the Minister or Roads Authority may:
  - (i) refuse to accept the dedication of the Developer Intersection Works Land or the Third Party Intersection Works Land; and
  - (ii) require that the Developer undertake works, at the Developer's cost and within a timeframe determined by the Minister or the Roads Authority (acting reasonably), so as to enable the Developer to comply with clause 2.4(a)(ii),
 in which case the Developer must comply with the Minister's requirements.
- (c) For avoidance of doubt, clause 2.4(a)(vi) of this Schedule 5 does not apply in relation to encumbrances or affectations being statutory rights that exist or arise under legislation which are of a type which the Developer could not prevent from affecting the Developer Intersection Works Land or the Third Party Intersection Works, and in respect of which no action can be taken by the Developer.
- (d) Despite clause 2.4(a)(vi) of this Schedule 5, if, having used its best endeavours, the Developer cannot ensure that the land to be dedicated is free from any relevant encumbrance and affectation which would otherwise be the subject of clause 2.4(a)(vi), then:
  - (i) the Developer may request that the Roads Authority agree to accept the land subject to those encumbrances and affectations; and
  - (ii) if the encumbrance or affectation:
    - (A) does not prevent the future use of the land as a public road; or
    - (B) is not a charge arising as a result of unpaid taxes or charges,
 the Minister or Roads Authority may agree to accept the land subject to those encumbrances (**Agreed Encumbrances for Intersection Works Land**); and
  - (iii) in other circumstances, the Minister or the Roads Authority may withhold the Minister's or Roads Authority's agreement at their absolute discretion.
- (e) If the Minister or Roads Authority agrees to accept the Developer Intersection Works Land or the Third Party Intersection Works Land subject to the Agreed Encumbrances for Intersection Works Land, then:
  - (i) the Developer must provide the Minister or the Roads Authority with a valuation report (prepared by an appropriately qualified valuation expert) which quantifies the diminution in value of the Developer Intersection Works Land or the Third Party Intersection Works Land as a result of the Agreed Encumbrances for the Intersection Works Land (**Intersection Works Land Diminution Amount**); and
  - (ii) the Value of the Intersection Works Land is to be reduced by the Intersection Works Land Diminution Amount.
- (f) The Developer indemnifies and agrees to keep indemnified the Minister and the Roads Authority against all Claims made against the Minister or Roads Authority as a result of any Contamination that is required to be Remediated by an Authority over any part of the Developer Intersection Works Land or Third Party Intersection Works Land, but only in relation to Contamination that existed on or

before the date any such land is dedicated as a public road or compulsorily acquired by the Minister, the Roads Authority or Council (as the case may be).

- (g) The Developer will pay all rates and Taxes owing in respect of the Developer Intersection Works Land (or cause them to be paid in respect of Third Party Intersection Land) up to and including the date that the land is dedicated as a public road pursuant to this clause 2.4 of Schedule 5 or the date of acquisition (as applicable), after which time the Roads Authority will be responsible for any rates and Taxes in relation to the land.
- (h) The Developer indemnifies and keeps indemnified the Minister (or at the Minister's election, the Roads Authority) in relation to any failure of the Developer to comply with clauses 2.1 to 2.5 of this Schedule 5.
- (i) The parties agree that this clause 2 of Schedule 5 operates as a deed poll in favour of the Roads Authority (where applicable).
- (j) Despite any other provision of this Schedule 5, the Developer may request the Minister to agree to providing the Intersection Works Land Contribution in a different manner to dedication through registration of a Plan of Subdivision or other plan as referred to in section 9 of the Roads Act. If the Minister agrees to the request, the parties may agree to the modification of provisions of this clause 2 of Schedule 5 referring to such a plan to accommodate the alternative manner in which the land is to be provided.

## **2.5 Compulsory acquisition of the Developer Intersection Works Land**

- (a) If the Developer does not dedicate the Developer Intersection Works Land as a public road as required by clause 2.4 of this Schedule 5, by the time specified in clause 3.2(a) of this Schedule 5, the Minister may elect to, and the Developer consents to, the Minister or the Roads Authority compulsorily acquiring the Developer Intersection Works Land in accordance with the Just Terms Act, for the amount of \$1.
- (b) The Developer and the Minister agree that:
  - (i) this clause 2.5 is an agreement between the Developer and the Minister or Roads Authority for the purposes of section 30 of the Just Terms Act; and
  - (ii) in this clause 2.5 the Developer and the Minister or Roads Authority have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) Subject to clause 2.4(d) of this Schedule 5, the Developer must ensure that the Developer Intersection Works Land is free of all encumbrances and affectations (including any charge or liability for rates, Taxes and charges) immediately before the Developer Intersection Works Land is to be acquired by the Minister or the Roads Authority.
- (d) The Developer indemnifies and keeps indemnified the Minister and the Roads Authority against any Claims made against the Minister or Roads Authority as a result of any acquisition by the Minister or the Roads Authority of the whole or any part of the Developer Intersection Works Land under this clause 2.5.
- (e) The Developer must pay the Minister or Roads Authority, promptly on demand, an amount equivalent to all Costs incurred by the Minister in acquiring the whole or any part of the Developer Intersection Works Land as contemplated by this clause 2.5.

## 2.6 Valuation of the Intersection Works Land

- (a) Except to the extent provided by clause 3.4 of this Schedule 5, the Minister and the Developer agree that the portion of the Intersection Offset Amount that the Developer may receive through the dedication of the Developer Intersection Works Land and the Third Party Intersection Works Land as a public road is the Value of the Intersection Works Land.
- (b) The Value of the Intersection Works Land is, subject to any diminution in its value calculated under clause 2.4 (e) of this Schedule 5, an amount equal to '\$[X]' in the following formula:

$$\$[X] = (\text{SQM}_1 \times R_1) + (\text{SQM}_2 \times R_2)$$

Where:

**SQM<sub>1</sub>** is the number of square metres comprised in that part of the Developer Intersection Works Land and the Third Party Intersection Works Land within Zone R1 (General Residential), as shown on the Land Survey approved by the Minister.

**SQM<sub>2</sub>** is the number of square metres comprised in that part of the Developer Intersection Works Land and the Third Party Intersection Works Land within Zone RU2 (Rural Landscape), as shown on the Land Survey approved by the Minister.

**R<sub>1</sub>** is the dollar amount of \$155, as adjusted in accordance with clause 2.6(c) of this Schedule 5.

**R<sub>2</sub>** is the dollar amount of \$52.17, as adjusted in accordance with clause 2.6(c) of this Schedule 5.

- (c) On each PPI Adjustment Date, the values of **R<sub>1</sub>** and **R<sub>2</sub>** are to be adjusted by multiplying \$155 and \$52.17 respectively by an amount equal to the Current PPI divided by the Base PPI until the Offset Certificate is issued to the Developer that sets out the portion of the Intersection Offset Amount that has been credited for the Intersection Works Land Contribution.

## 3. Completion of Intersection Works Contribution and Intersection Works Land Contribution

### 3.1 Completion of Intersection Works Contribution

- (a) If the Developer considers that it has completed the Intersection Works Contribution in accordance with the requirements of the Roads Authority and this deed, the Developer is to provide notice to the Minister stating that the Developer considers that the Intersection Works Contribution has been completed (**Completion Notice**) together with:
  - (i) a certificate from the Roads Authority confirming that Practical Completion of the Intersection Works has occurred;
  - (ii) a report to the Minister which:
    - (A) provides an itemised breakdown and details of the Actual Costs incurred by the Developer, including accounts for the Actual Costs;
    - (B) shows that the Actual Costs have been reduced by the amount of any input tax credit which the Developer is entitled to claim;
    - (C) provides a reconciliation of the Actual Costs with the Estimated Cost of the Intersection Works;

- (D) includes a tabulated and indexed folder of tax invoices for, and documentary evidence of the payment of, each of the items which the Developer proposes to form the Actual Costs;
  - (E) provides details of any payment of the Council Works Amount under clause 4 of this Schedule 5; and
- (iii) such other supporting documentation as is necessary for the Minister to determine whether the Intersection Works Contribution has been completed. The Developer must promptly provide any additional information reasonably requested by the Minister.
- (b) The Minister may commission an accountant or a quantity surveyor (or both) at the Developer's expense, to review the materials submitted by the Developer and to assist with the Minister's assessment of the Completion Notice and the Actual Costs associated with the Intersection Works Contribution.
- (c) The Minister will, within 45 days of receiving the Completion Notice and all the certificates and information required under clause 3.1(a) determine:
  - (i) whether the Intersection Works Contribution has been completed; and
  - (ii) the Approved Actual Cost which the Minister will recognise as being properly attributable to the Intersection Works Contribution.
- (d) If the Minister, acting reasonably, is satisfied that the Intersection Works Contribution has been provided, the Minister will issue the Offset Certificate to the Developer setting out the portion of the Intersection Offset Amount that has been credited for the Intersection Works Contribution.

### 3.2 Completion of Intersection Works Land Contribution

- (a) Within 20 Business Days of the Minister issuing an Offset Certificate that sets out the portion of the Intersection Offset Amount that has been credited for the Intersection Works Contribution pursuant to clause 3.1(d) of this Schedule 5, the Developer must provide the Intersection Works Land Contribution in accordance with clause 2 of this Schedule 5. Nothing in this clause 3.2(a) prevents the Developer from providing the Intersection Works Land Contribution at an earlier time.
- (b) If the Developer considers that it has completed the Intersection Works Land Contribution in accordance with the requirements of the Roads Authority and this deed, the Developer will provide notice to the Minister stating that the Developer considers that the Intersection Works Land Contribution has been completed (**Completion Notice**) together with:
  - (i) a registered Plan of Subdivision or other registered plan that bears a statement of intention to dedicate the Developer Intersection Works Land and the Third Party Intersection Works Land, as a public road in accordance with section 9 of the Roads Act; and
  - (ii) such other supporting documentation as is necessary for the Minister to determine whether the Intersection Works Land Contribution has been completed. The Developer must promptly provide any additional information reasonably requested by the Minister.
- (c) The Minister will, within 45 days of receiving the Completion Notice and all the certificates and information required under clause 3.1(b) determine whether the Intersection Works Land Contribution has been completed.
- (d) If the Minister, acting reasonably, is satisfied that the Intersection Works Land Contribution has been provided, the Minister will issue the Offset Certificate to the Developer setting out the portion of the Offset Amount that has been credited for the Intersection Works Land Contribution.



- (e) The Minister may be satisfied that the Intersection Works Land Contribution (or any part of it) has been completed even if it has been acquired (partly or wholly) by the Roads Authority or Council as long as it has been acquired, at the Developer's cost, in accordance with this deed, except where the land has been compulsorily acquired under clause 2.5 of this Schedule 5.

### **3.3 Additional work or information**

- (a) If the Minister, acting reasonably, is not satisfied the Intersection Works Contribution or the Intersection Works Land Contribution has been provided, the Minister will notify the Developer and provide an explanation as to why he or she considered that the Intersection Works Contribution or the Intersection Works Land Contribution has not been completed and, if applicable, provide details of:
  - (i) any additional work or tasks which must be undertaken; and/or
  - (ii) any information or documents which must be provided,
 by the Developer, in order to complete the Intersection Works Contribution or the Intersection Works Land Contribution. The Developer may, after taking into account the Minister's explanation and undertaking the work or providing the information or documents required, re-submit a Completion Notice together with any necessary documentation.
- (b) If, despite the actions undertaken under clause 3.3 (a) of this Schedule 5, the parties dispute whether the Intersection Works Contribution or Intersection Works Land Contribution has been provided to the Minister, clause 7 applies to the resolution of the dispute.

### **3.4 Adjustment to the Intersection Offset Amount**

Subject to the other provisions of this Schedule 5, the parties agree that the Minister is to credit to the Developer, as a portion of the Intersection Offset Amount:

- (a) for the provision of the Intersection Works Contribution – the Estimated Cost of the Intersection Works or the Approved Actual Cost (as the case may require) *less* the Council Works Amount; and
- (b) for the provision of the Intersection Works Land Contribution – the Value of the Intersection Works Land *less* the Council Land Amount, as that amount may be adjusted under clause 1.2 of Schedule 4.

The deduction of the Council Works Amount and the Council Land Amount under this clause 3.4 of Schedule 5 is to be made whether or not Council has paid those amounts to the Developer.

## **4. Council Payment - Council Works Amount and Council Land Amount**

- (a) Council must pay \$2,948,205, being part of the Council Works Amount, to the Developer within:
  - (i) 20 Business Days after Practical Completion of the Intersection Works; or
  - (ii) 20 Business Days after the Intersection Works Land is vested in Council or other Roads Authority,
 whichever is the later time.
- (b) Council must pay the remainder of the Council Works Amount to the Developer in instalments of \$250,000 (or part thereof in respect of the final instalment) every three months from:

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- (i) the date of Practical Completion of the Intersection Works; or
- (ii) the date when the Intersection Works Land is vested in Council or other Roads Authority, whichever is the later date.
- (c) Council must pay the Council Land Amount to the Developer, as it may be reduced in accordance with clause 1.2 of Schedule 4 and subject to that clause, within 20 Business Days after the Intersection Works Land is vested in Council or other Roads Authority.

**Schedule 6- Development Contribution (Education Land Contribution)**

(clause 4)

**1. Education Land Contribution****1.1 Provision of the Education Land Contribution**

- (a) The Developer must provide the Education Land Contribution to the Minister or the Minister's nominee in accordance with this clause 1 of Schedule 6.
- (b) For the purposes of this Schedule 6, the Minister's nominee is the Minister for Education and Early Learning.

**1.2 Subdivision of the Education Land**

- (a) The Developer must, at its cost:
  - (i) obtain Development Consent and any other approvals necessary to create one or more separate lot(s) for the Education Land; and
  - (ii) prepare a proposed Plan of Subdivision to create one or more separate lot(s) for the Education Land.
- (b) The Developer must comply with any conditions of Development Consent and other approvals.

**1.3 Site requirements of the Education Land**

The Developer acknowledges and agrees that:

- (a) while the approximate location of the Education Land is shown on the Indicative Education Land Plan and is generally agreed, the final boundaries of the Education Land are yet to be determined; and
- (b) the Developer must satisfy the Minister or the Minister's nominee that the Education Land satisfies the Education Land Requirements prior to the transfer of the Education Land to the Minister or the Minister's nominee in accordance with this Schedule 6; and
- (c) the Minister's nominee is seeking to purchase the Additional Education Land from the Developer for the purposes of a school.

**1.4 Education Land Plan**

- (a) The Developer must, not less than 2 months before lodging an application for a Subdivision Certificate for a plan of subdivision to create the 500<sup>th</sup> lot in the Development, consult the Secretary of the Department of Education in relation to the Education Land Requirements and how the Developer intends to ensure that the Education Land will satisfy those requirements.
- (b) The Developer must, at its cost and before the issue of the Subdivision Certificate for a plan of subdivision to create the 500<sup>th</sup> lot (other than a Super Lot or Residue Lot) in the Development, prepare and provide the Minister and the Minister's nominee with the following:
  - (i) a detailed survey plan identifying the boundaries and topography of the proposed Education Land (such plan to be generally in accordance with the Indicative Education Land Plan);
  - (ii) a plan and all necessary documents to demonstrate how the Education Land will satisfy the Education Land Requirements,



(together, the **Education Land Plan**)

- (iii) a statement that sets out how the Developer has addressed any comments provided by the Secretary of the Department of Education in response to consultation undertaken in accordance with clause 1.4(a).
- (c) The Minister (and the Minister's nominee) is to give written notice to the developer as to whether the Education Land Plan is approved and satisfies the Education Land Requirements. The Minister agrees to use the Minister's reasonable endeavours to give, or procure the giving of, such a notice within 60 Business Days of receipt of the Education Land Plan (**Education Land Notice**).
- (d) If the Education Land Notice states that:
  - (i) the proposed Education Land satisfies the Education Land Requirements, it is the **Final Education Land Plan** for the purposes of this deed; or
  - (ii) the Education Land Plan is not approved or does not satisfy the Education Land Requirements:
    - (A) the Education Land Notice must set out the changes that are required to the Education Land Plan by the Minister or the Minister's nominee to ensure that the Education Land will satisfy the Education Land Requirements; and
    - (B) the Developer will amend the Education Land Plan in accordance with the Education Land Notice and provide an amended Education Land Plan to the Minister and the Minister's nominee; and
    - (C) the provisions of clause 1.4(c) of this Schedule 5 and this clause 1.4(d) will again apply.
- (e) The Developer agrees that the requirement in clause 1.4(b) of this Schedule 6 is a restriction on the issue of a Subdivision Certificate within the meaning of section 6.15(1)(d) of the Act.

#### **1.5 Requirements on transfer of Education Land**

- (a) The Developer must, at its cost, ensure that the Education Land when transferred to the Minister or the Minister's nominee:
  - (i) is consistent with the Final Education Land Plan and satisfies the Education Land Requirements;
  - (ii) is free of all encumbrances and affectations, other than service easements or such other encumbrances as agreed by the Minister's nominee in writing; and
  - (iii) is free from Contamination and suitable for its intended use as a School.
- (b) For the purpose of ensuring that the Education Land is free from Contamination and suitable for its intended use as a School, the Developer must, at its cost, prior to transfer of the Education Land:
  - (i) provide a Detailed Site Investigation Report relating to the Education Land, prepared by a Contaminated Land Consultant (**Consultant**), to the Minister and the Minister's nominee; and
  - (ii) if the Detailed Site Investigation Report advises that Remediation of the Education Land is required to make it suitable for its intended use as a School, ensure that the Education Land is Remediated to the Required Standard by the Land Transfer Date.
- (c) Without limiting its content, a Detailed Site Investigation Report is a report that does the following:

- (i) describes the nature and extent of any Contamination present on or emanating from the Education Land;
- (ii) assesses the risk to human health and the environment of each Contaminant present on or emanating from the Education Land;
- (iii) if there is Contamination present on or emanating from the Education Land – concludes that, in the Consultant's opinion:
  - (A) Remediation of the Education Land is required to make it suitable for its intended use as a School; or
  - (B) no Remediation is required to make the Education Land suitable for its intended use as a School on the Land Transfer Date and there is no significant risk of harm, as determined in accordance with the relevant guidelines published by the Environment Protection Authority, to people using the Education Land for the purposes of a School by reason of any Contamination;
- (iv) contains sufficient information to enable a Remediation plan to be prepared if Remediation is required in the Consultant's opinion.
- (d) The Detailed Site Investigation Report, for the purposes of this clause 1.5, must:
  - (i) be addressed to the Minister and Minister's nominee (as well as to the Developer) and expressly authorise them to rely on it; and
  - (ii) be prepared in accordance with a scope of work that has been endorsed, in writing, by the Secretary of the Department of Education.

#### **1.6 Timing for Provision of the Land Contribution**

- (a) The Developer must provide the Education Land Contribution in accordance with this deed prior to the issue of the Subdivision Certificate for the 1000<sup>th</sup> lot (other than a Super Lot or Residue Lot) in the Development (**Land Transfer Date**).
- (b) The Developer agrees that the requirement in clause 1.6(a) of this Schedule 6 is a restriction on the issue of a Subdivision Certificate within the meaning of section 6.15(1)(d) of the Act.

#### **1.7 Transfer of the Education Land**

- (a) Prior to the transfer of the Education Land, the Developer must, at its cost:
  - (i) provide evidence to the Minister and the Minister's nominee that the Education Land meets the Education Land Requirements and is in accordance with the Final Education Land Plan;
  - (ii) deliver to the Minister and the Minister's nominee for approval a proposed Plan of Subdivision referred to in clause 1.2(a)(ii) of this Schedule 6;
  - (iii) if Remediation is required under clause 1.5 of this Schedule 6, deliver to the Minister and the Minister's nominee a Site Audit Report and Site Audit Statement in respect of the Education Land, that is addressed to the Minister and the Minister's nominee;
  - (iv) upon receipt of approval from the Minister and the Minister's nominee lodge the proposed Plan of Subdivision referred to in clause 1.5(a)(ii) of this Schedule 6 at the NSW Land Registry Services for registration;

- (v) promptly comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Education Land; and
  - (vi) take any other necessary action to give effect to the transfer of the Education Land free of all encumbrances (including any mortgages, easements, covenants and other planning agreements) and affectations (including any charge or liability for rates, Taxes and charges) other than service easements or such other encumbrances as agreed by the Minister or the Minister's nominee in writing.
- (b) The Developer acknowledges and agrees that the Minister and the Minister's nominee may inspect the proposed Education Land for the purpose of ensuring compliance with this deed. The Developer agrees to grant access to the land to the Minister, the Minister's nominee and their employees, agents and contractors for this purpose on request (subject to any reasonable conditions notified by the Developer).
- (c) If the Developer does not comply with clause 1.7(a)(i) or (iii), the Minister or the Minister's nominee may:
- (i) refuse to accept the transfer of the Education Land; and
  - (ii) require that the Developer undertake works, at the Developer's cost and within a timeframe determined by the Minister or the Minister's nominee (acting reasonably), so as to enable the Developer to comply with clause 1.7(a)(ii) or (iii), as the case may require,
- in which case the Developer must comply with the Minister's (and the Minister's nominee's) requirements.
- (d) For avoidance of doubt, clause 1.7(a)(vi) of this Schedule 6 does not apply in relation to encumbrances or affectations being statutory rights that exist or arise under legislation which are of a type which the Developer could not prevent from affecting the Education Land and in respect of which no action can be taken by the Developer.
- (e) Despite clause 1.7(a)(vi) of this Schedule 6, if, having used its best endeavours, the Developer cannot ensure that the land to be transferred is free from any relevant encumbrance and affectation which would otherwise be the subject of clause 1.7(a)(vi), then:
- (i) the Developer may request that the Minister or the Minister's nominee agree to accept the land subject to those encumbrances and affectations; and
  - (ii) if the encumbrance or affectation:
    - (A) does not prevent the future use of the land as a school; or
    - (B) is not a charge arising as a result of unpaid taxes or charges,
 the Minister or Minister's nominee may agree to accept the land subject to those encumbrances; and
  - (iii) in other circumstances, the Minister or the Minister's nominee may withhold the Minister's or Minister's nominee's agreement at their absolute discretion.
- (f) The Developer indemnifies and agrees to keep indemnified the Minister and the Minister's nominee against all claims made against the Minister or the Minister's nominee as a result of any Contamination that is required to be Remediated by an Authority over the whole or any part of the Education Land, but only in relation to Contamination that existed on or before the date the Education Land is transferred or compulsorily acquired by the Minister or the Minister's nominee (as the case may be).

- (g) The Developer will pay all rates and Taxes owing in respect of the Education Land up to and including the date that the Developer transfers the Education Land in accordance with this clause 1.7 or the date of acquisition (as applicable), after which time the Minister's nominee will be responsible for any rates and Taxes in relation to the Education Land .
- (h) The Developer indemnifies and keeps indemnified the Minister (or at the Minister's election, the Minister's nominee) in relation to any failure of the Developer to comply with clauses 1.1 to 1.8 of this Schedule 6.
- (i) The parties agree that clause 1 of this Schedule 6 operates as a deed poll in favour of the Minister's nominee (where applicable).
- (j) For the purposes of this clause 1.7 of Schedule 6:

**Site Audit Statement** means a site audit statement within the meaning of the CLM Act or other written confirmation from a Site Auditor that:

- (i) in the opinion of the Site Auditor the Education Land has been Remediated to the Required Standard and is suitable for use as a School or will be suitable for use as School at the Land Transfer Date; and
- (ii) does not contain any statement that qualifies that opinion by restricting the use of the Education Land for the purposes of a School; and
- (iii) is not subject to any conditions, including any condition requiring the preparation and implementation of an environmental management plan, or is only subject to conditions acceptable to the Minister and the Minister's nominee, acting reasonably; and
- (iv) does not contain any conditions or requirements for further works in respect of Contamination, including in order for the Education Land to be used as a School; and
- (v) is otherwise on terms satisfactory to the Minister and the Minister's nominee (acting reasonably).

#### **1.8 Compulsory acquisition of Education Land**

- (a) If the Developer does not transfer the Education Land as required by clause 1.7 of this Schedule 6, the Minister may elect to, and the Developer consents to, the Minister or the Minister's nominee compulsorily acquiring the whole or any part of the Education Land in accordance with the Just Terms Act, for the amount of \$1.
- (b) The Developer and the Minister agree that:
  - (i) this clause 1.8 is an agreement between the Developer and the Minister or the Minister's nominee for the purposes of section 30 of the Just Terms Act; and
  - (ii) in this clause 1.8, the Developer and the Minister or the Minister's nominee have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) Subject to clause 1.7 of this Schedule 6, the Developer must ensure that the Education Land is free of all encumbrances and affectations (including any charge or liability for rates, Taxes and charges) immediately before the Education Land is to be acquired by the Minister or the Minister's nominee.
- (d) The Developer indemnifies and keeps indemnified the Minister and the Minister's nominee against any claims made against the Minister or the Minister's nominee as a result of any acquisition by the



Minister or the Minister's nominee of the whole or any part of the Education Land under this clause 1.8.

- (e) The Developer must pay the Minister or the Minister's nominee, promptly on demand, an amount equivalent to all Costs incurred by the Minister or the Minister's nominee in acquiring the whole or any part of the Education Land as contemplated by this clause 1.8.

#### **1.9 Value of the Education Land**

- (a) The Value of the Education Land will be an amount equal to "\$[X]" in the following formula:

$$\$[X] = SQM \times R$$

Where:

**SQM** is the number of square metres comprised in the Education Land shown on the proposed Plan of Subdivision approved by the Minister and lodged for registration in accordance with clause 1.7(a)(iv) of this Schedule 6.

**R** is the amount of \$229.56, as adjusted in accordance with clause 1.9(b) of this Schedule 6.

- (b) On each PPI Adjustment Date, \$229.56 is to be multiplied by an amount equal to the Current PPI divided by the Base PPI until the Offset Certificate is issued to the Developer setting out the Education Land Offset Amount that has been credited for the Education Land Contribution.

## **2. Completion of Education Land Contribution**

### **2.1 Completion Notice**

- (a) If the Developer considers that it has completed the Education Land Contribution in accordance with the requirements of this deed, the Developer will provide notice to the Minister stating that the Developer considers that the Education Land Contribution has been completed (**Completion Notice**) together with:
  - (i) copies of the title search(es) for the Education Land showing the Minister or the Minister's nominee as the registered proprietor of the Education Land; and
  - (ii) such other supporting documentation as is necessary for the Minister to determine whether the Education Land Contribution has been completed. The Developer must promptly provide any additional information reasonably requested by the Minister.
- (b) The Minister will, within 45 days of receiving the Completion Notice and all the certificates and information required under clause 2.1(a) determine whether the Education Land Contribution has been completed.
- (c) If the Minister, acting reasonably, is satisfied that the Education Land Contribution has been provided, the Minister will update and issue to the Developer the Offset Certificate setting out the Education Land Offset Amount that has been credited for the Education Land Contribution.

### **2.2 Additional work or information**

- (a) If the Minister, acting reasonably, is not satisfied the Education Land Contribution has been provided, the Minister will notify the Developer and provide an explanation as to why he or she considered that the Education Land Contribution has not been completed and, if applicable, provide details of:

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- (i) any additional work or tasks which must be undertaken; and/or
- (ii) any information or documents which must be provided,

by the Developer, in order to complete the Education Land Contribution. The Developer may, after taking into account the Minister's explanation and undertaking the work or providing the information or documents required, re-submit a Completion Notice together with any necessary documentation.

- (b) If, despite the actions undertaken under clause 2.2 (a) of this Schedule 6, the parties dispute whether the Education Land Contribution has been provided to the Minister or the Minister's nominee, clause 7 applies to the resolution of the dispute.

Schedule 7 - Security

(clause 5.1)

1. Developer to provide Security

- (a) In order to secure the performance of the obligations of the Developer under this deed, the Developer has agreed to provide the Security, in the form of Bank Guarantees, to the Minister.
- (b) Each Bank Guarantee must:
  - (i) name the “Minister administering the *Environmental Planning and Assessment Act 1979*” and the “Department of Planning, Housing and Infrastructure ABN 20 770 707 468” as the relevant beneficiaries;
  - (ii) be in the amount as set out in the table below;
  - (iii) be security for the Secured Obligation as set out in the table below; and
  - (iv) not have an expiry date.

Security Amount	Secured Obligation
\$200,000 (Initial Security)	All obligations imposed on the Developer under this deed.
\$12,658,696 (Intersection Works Security)	The obligation to make the Intersection Works Contribution pursuant to clause 1.4 of Schedule 5.
Additional Contribution Amount for a DA Development	The obligation to pay an Additional Contribution Amount for a DA Development under clause 1.5 of Schedule 4

2. Initial and Base Security

- (a) On the commencement of this deed, the Developer must provide the Initial Security to the Minister in order to secure the performance of all obligations of the Developer under this deed when it is executed by the Minister.
- (b) From the date the Developer executes this deed until the date that the Developer has performed all its obligations under this deed, the Minister is entitled to retain the Initial Security and call upon it in the circumstances set out in clause 5 of this Schedule 7.
- (c) Despite clause 2(b) of this Schedule 7, if:
  - (i) the Minister is satisfied that the Education Land Contribution has been made and has issued the Offset Certificate crediting the Education Land Offset Amount for the contribution to the Developer; and
  - (ii) the Developer provides the Minister with Security having a face value of \$20,000 (**Base Security**),

the Minister agrees to accept the Base Security as security for the performance of the Developer’s outstanding obligations under this Deed (**Secured Obligation**) and return the Initial Security less any Costs, charges, duties and taxes payable, or the remainder of the monies secured by the Initial Security, to the Developer.



- (d) To avoid doubt:
  - (i) the Minister is not required to accept the Base Security where the Developer is in breach of its obligations under this deed; and
  - (ii) the provisions of clauses 1, 2(b), 5 and 6 of this Schedule 7 apply to the Base Security.

### 3. Intersection Works Security

- (a) Subject to clause 3 (b) and (c) of this Schedule 7, the Developer must provide the Intersection Works Security to the Minister, on the commencement of this deed, in order to secure the provision of the Intersection Works Contribution under this deed when it is executed by the Minister.
- (b) If the Developer has provided security to the Roads Authority in relation to the Intersection Works before it executes this deed, the Intersection Works Security is not required under this deed if:
  - (i) the total amount of the security provided to the Roads Authority for the Intersection Works equals or exceeds \$12,658,696;
  - (ii) the Roads Authority has advised the Minister in writing that it is satisfied as to the adequacy of the security and terms on which it is provided; and
  - (iii) the Minister has advised the Developer in writing that the Intersection Works Security is not required under this deed.
- (c) If the Developer has entered into one or more Intersection Works Deeds with the Roads Authority, before it executes this deed, under which the Developer has agreed to provide security equal to or exceeding \$12,658,969 to the Roads Authority, the Minister may, in the Minister's absolute discretion, agree, in writing, to a request by the Developer to waive the requirement for the provision of the Intersection Works Security under this deed, subject to conditions or unconditionally.
- (d) If, following the execution of this deed, the Developer:
  - (i) enters into one or more Intersection Works Deeds in relation to the Intersection Works;
  - (ii) provides security to the Roads Authority so that the total amount of the security provided to the Roads Authority equals or exceeds \$12,658,696; and
  - (iii) satisfies the Minister, in the Minister's absolute discretion, as to the adequacy of the security provided to the Roads Authority for the Intersection Works including providing all information reasonably required by the Minister regarding the security provided,

the Minister will accept the security provided to the Roads Authority as securing the performance of the Developer's obligation to deliver the Intersection Works, and will provide written notification to the Developer of the Minister's position under this clause 3(c) within 20 Business Days of receiving all required information from the Developer regarding the security provided to the Roads Authority.
- (e) Where clause 3(d) of this Schedule 7 applies, the Minister will return the Intersection Works Security within 20 Business Days of the Minister notifying the Developer of the Minister's acceptance of the security provided to the Roads Authority.

- (f) If the Developer does not satisfy the Minister as to the adequacy of the security provided for the Intersection Works to the Roads Authority in accordance with clause 3(b) or 3(d) of this Schedule 7, then:
  - (i) the Developer will be required to provide a Bank Guarantee to the Minister for the difference between the total amount of the security provided under one or more Intersection Works Deeds to the Roads Authority and the Intersection Works Security;
  - (ii) upon receipt of the Bank Guarantee required by the Minister under clause 3(f)(i) of this Schedule 7, the Minister will accept that Bank Guarantee and the security provided to the Roads Authority as securing the performance of the Developer's obligation to deliver the Intersection Works; and
  - (iii) the Minister will return the Intersection Works Security within 10 Business Days of receiving the Bank Guarantee under clause 3(f)(i) of this Schedule 7.

#### **4. Security for Additional Monetary Contribution**

- (a) The Developer may provide Security to the Minister instead of paying in full an Additional Contribution Amount for a DA Development as required by clause 1.5 of Schedule 4.
- (b) To avoid doubt, the Security must be for the full value of that part of the Additional Contribution Amount for the DA Development that is outstanding and be provided to the Minister before the time at which it would have been required to be paid.
- (c) The Minister is entitled to retain the Security provided under this clause until such time as the obligation to pay the Additional Contribution Amount for the DA Development is fulfilled, either by payment of the Additional Contribution Amount in full or by application of the Credit Balance.
- (d) For the purpose of clause 5(a) of this Schedule 7, the obligation to pay any Additional Contribution Amount for a DA Development secured by a Security provided to the Minister under this deed must be satisfied by the time no portion of the Offset Amount remains to be credited to the Developer on the Offset Certificate.

#### **5. Claims under Bank Guarantees**

- (a) The Minister may:
  - (i) call upon any Security provided in accordance with this deed where the Developer has failed to fulfil the Secured Obligation in accordance with this deed; and
  - (ii) retain and apply such monies towards any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Security, the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
- (c) If:
  - (i) the Minister calls upon the Security; and
  - (ii) applies all or part of such monies towards and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and

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(iii) has notified the Developer of the call upon the Security in accordance with clause 5(b) of this Schedule 7,

then the Developer must provide the Minister with a replacement Security to ensure that, at all times, until the date the Security is released in accordance with clause 6 of this Schedule 7, the Minister is in possession of Security for a face value equivalent to the Security required to be provided in accordance with clause 1 of this Schedule 7.

#### **6. Release of Security**

If the whole of a Security has not been expended and the Developer has paid or satisfied all of its obligations under this deed that are secured by the Security, then the Minister will promptly return that security (less any costs, charges, duties and taxes payable) to the Developer.

## Schedule 8 - Offset Certificate

### 1 Keeping of Offset Certificate

- (a) To avoid doubt, the Minister must maintain and keep up to date an Offset Certificate that includes the following information:
  - (i) the amount of any Intersection Monetary Contribution paid to Council under clause 1.2 of Schedule 4;
  - (ii) any portion of the Intersection Offset Amount credited to the Developer under Schedule 5 in relation to the Intersection Works Contribution or Intersection Works Land Contribution;
  - (iii) the Education Land Offset Amount credited to the Developer under Schedule 6 in relation to the Education Land Contribution;
  - (iv) the Credit Balance from time to time determined in accordance with this clause 1.
- (b) For the purposes of determining the amount of the Credit Balance to be shown on the Offset Certificate, each amount that is credited to the Developer on the Offset Certificate is also to be added to the Credit Balance on the certificate.
- (c) Immediately following each calculation of the Adjusted Notional Monetary Contribution for a DA Development under clause 1.4 of Schedule 4, the Credit Balance is to be reduced by:
  - (i) if no Additional Monetary Contribution for the DA Development is required to be made under that clause - the amount of the Adjusted Notional Monetary Contribution; and
  - (ii) if an Additional Monetary Contribution for the DA Development is required to be made under that clause - the amount of the Adjusted Notional Monetary Contribution less the amount of that Additional Monetary Contribution.

**Note.** The Credit Balance is not to be reduced until there is a determination as to whether an Additional Monetary Contribution is required.
- (d) The Credit Balance must be indexed in accordance with clause 3 of this Schedule 8.
- (e) The Minister must issue, or re-issue, the Offset Certificate to the Developer as soon as practicable after entering a portion of the Offset Amount credited to the Developer or making any change to it.
- (f) The Minister may correct any errors made in keeping the Offset Certificate in the Minister's absolute discretion.

### 2 Application of Credit Balance to Development

- (a) If the Developer wishes to apply part or all of the Credit Balance to offset an Additional Monetary Contribution for a DA Development under Schedule 4, the Developer will notify the Minister, in writing, of:
  - (i) details of the Additional Monetary Contribution that it seeks to offset or partially offset; and

- (ii) the amount of Credit Balance which the Developer seeks to apply to offset that contribution.
- (b) If the amount of the Credit Balance is equal to or greater than the amount that the Developer notifies the Minister it wishes to offset, the Additional Monetary Contribution for the DA Development is taken to be offset to the extent sought by the Developer and the Minister is to adjust the Credit Balance accordingly.
- (c) If the amount of the Credit Balance is less than the amount that the Developer notifies the Minister it wishes to offset, the Additional Monetary Contribution in relation to the DA Development is taken to be offset only to the extent of the Credit Balance. The Minister is to amend the Offset Certificate to show a Credit Balance of nil.

### 3 Indexation of Credit Balance

The Minister must adjust the Credit Balance on the first day of each Quarter by multiplying it by the following fraction:

$$\frac{\text{latest PPI number for a Quarter}}{\text{PPI number for preceding Quarter}}$$

where:

**latest PPI number for a Quarter** is the most recently published PPI number for a quarter (Recent Quarter), and

**PPI number for preceding Quarter** is the PPI number for the Quarter immediately preceding the Recent Quarter.

### 4 Application of Credit Balance to other development

- (a) The Developer may request the Minister to allow it to apply part or all of the Credit Balance to satisfy an obligation to make a contribution towards the provision of State or regional infrastructure, including a housing and productivity contribution, for:
  - (i) development on the Land, even though it is not part of the Development to which this deed applies; and
  - (ii) development on other land within the local government area of Maitland.
- (b) Without limiting clause 4(c) of this Schedule 8, the Minister may refuse the Developer's request under clause 4(a)(ii) in relation to development on land other than the Land to which this deed applies if the Minister is of the opinion that the full development potential of the Land, under applicable environmental planning instruments, has not yet been fulfilled.
- (c) The Minister is to refuse the Developer's request under clause 4(a) of this Schedule 8 if the Minister is of the opinion that allowing the Credit Balance to be applied to satisfy an obligation to make a housing and productivity contribution in relation to development would be contrary to the Act or any Ministerial planning order under Subdivision 4 of Division 7.1 of the Act that applies to the development.
- (d) The Minister may not unreasonably refuse a request by the Developer under this clause 4 of Schedule 8.

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- (e) Clause 2 (b) and (c) of this Schedule 8 apply to the adjustment of the Credit Balance under this clause 4 in the same way as they apply to an adjustment under that clause.

**5 Surrender of Offset Amount**

If the Credit Balance is reduced in accordance with this Schedule 8, the amount by which it is reduced is taken to represent the portion of the Offset Amount surrendered to the Minister.



**Schedule 9 – Education Land Requirements**

Matter	Requirements
<b>Services</b>	<p>The Education Land must, to the Minister's or the Minister's nominee's reasonable satisfaction, be serviced with:</p> <ul style="list-style-type: none"> <li>• kerb,</li> <li>• gutters,</li> <li>• footpaths,</li> <li>• sewer,</li> <li>• water,</li> <li>• telecommunications,</li> <li>• electricity, and</li> <li>• roads,</li> </ul> <p>to a level appropriate and suitable for the use of the Education Land as a school.</p>
<b>Access/Transport</b>	<p>The Education Land must:</p> <ul style="list-style-type: none"> <li>• be serviced by road infrastructure that is capable of travel by bus,</li> <li>• have at least 2 road frontages,</li> <li>• not be traversed by a road,</li> <li>• be connected (or planned to be connected including by others) by pedestrian pathways from residential areas in the vicinity of the site,</li> <li>• be accessible (by footpaths and roads) at a boundary to the Education Land for pedestrians and vehicles (in particular, emergency vehicles during a bushfire event or in the event of a flood affecting the area in which the Education Land is located).</li> </ul> <p>The Developer must ensure that, prior to the transfer of the Education Land, the road perimeter to the Education Land is capable of accommodating bus stop(s) and kiss and drop locations.</p> <p>The Developer may, with the agreement of the Minister's nominee, meet these requirements by treating the Additional Education Land and the Education Land as a single site for which these requirements need to be met.</p>
<b>Gradient</b>	<p>The Education Land must have a gradient that is no greater than 1 in 10.</p> <p>The Developer must level the land to the extent necessary to comply with this requirement.</p>



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Execution page

**Executed** as a deed

**Signed, sealed and delivered** by the Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468), in the presence of:

.....  
Signature of witness

.....  
Signature of delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

.....  
Name of witness in full

.....  
Name of delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

.....  
Address of witness

\*I have signed a counterpart of the deed, having witnessed the signing of the deed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000*.

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Signed, sealed and delivered by DB20 Pty Limited (ACN 637 243 844) in accordance with section 127 of the Corporations Act 2001 (Cth) by:

Signed by: [Redacted Signature]  
.....  
Signature of Director

[Redacted Name]  
.....  
Name of Director in full

Signed by: [Redacted Signature]  
.....  
Signature of Director/Secretary

[Redacted Name]  
.....  
Name of Director/Secretary in full

The Common Seal of Maitland City Council was hereunto affixed this      day of      , in pursuance of a resolution of Council dated the      day of

.....  
Mayor

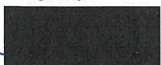
.....  
Name of Mayor in full

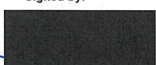
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General Manager

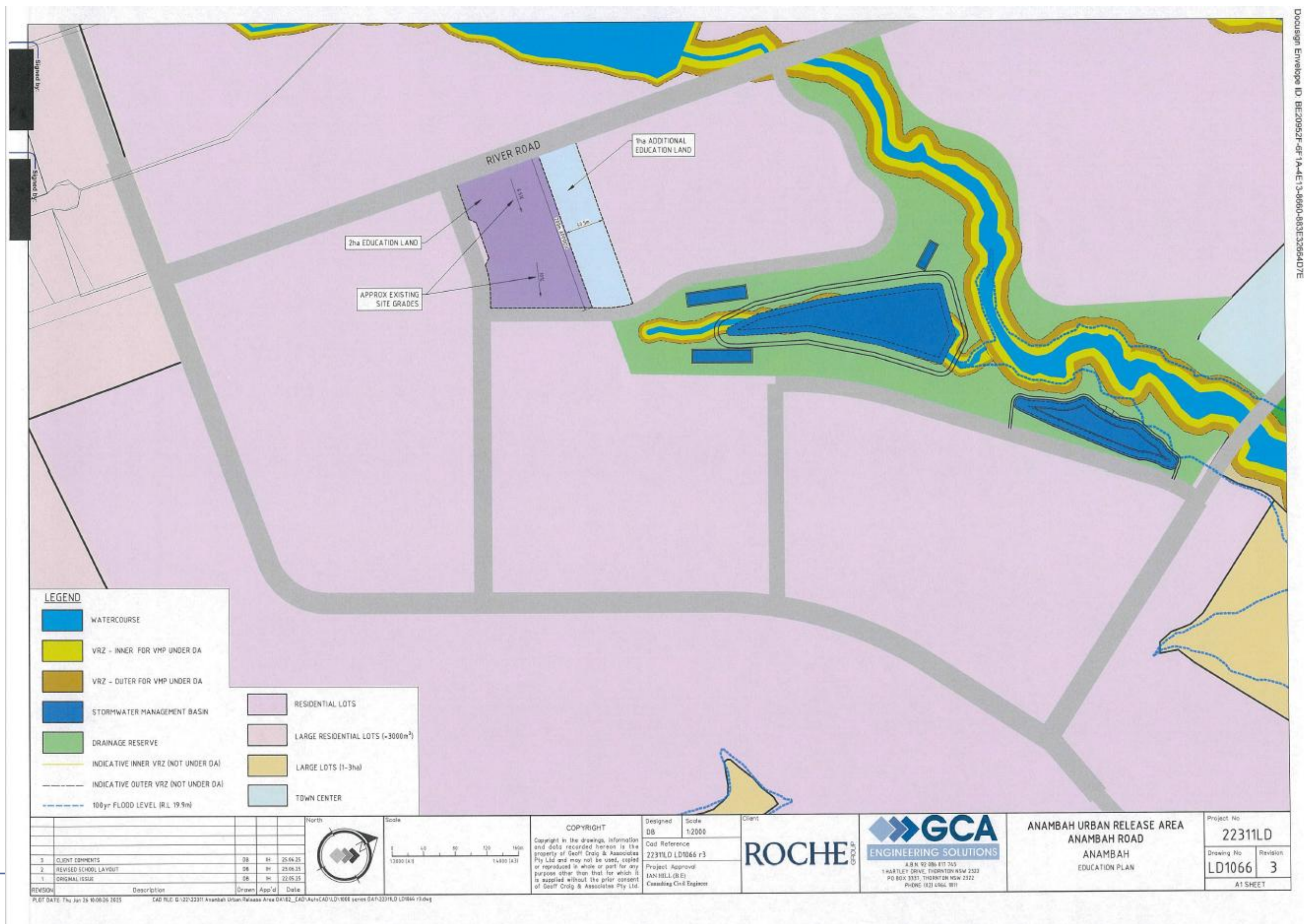
.....  
Name of General Manager

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**Annexure A – Education Land Plan**

Signed by:  



Signed by:  





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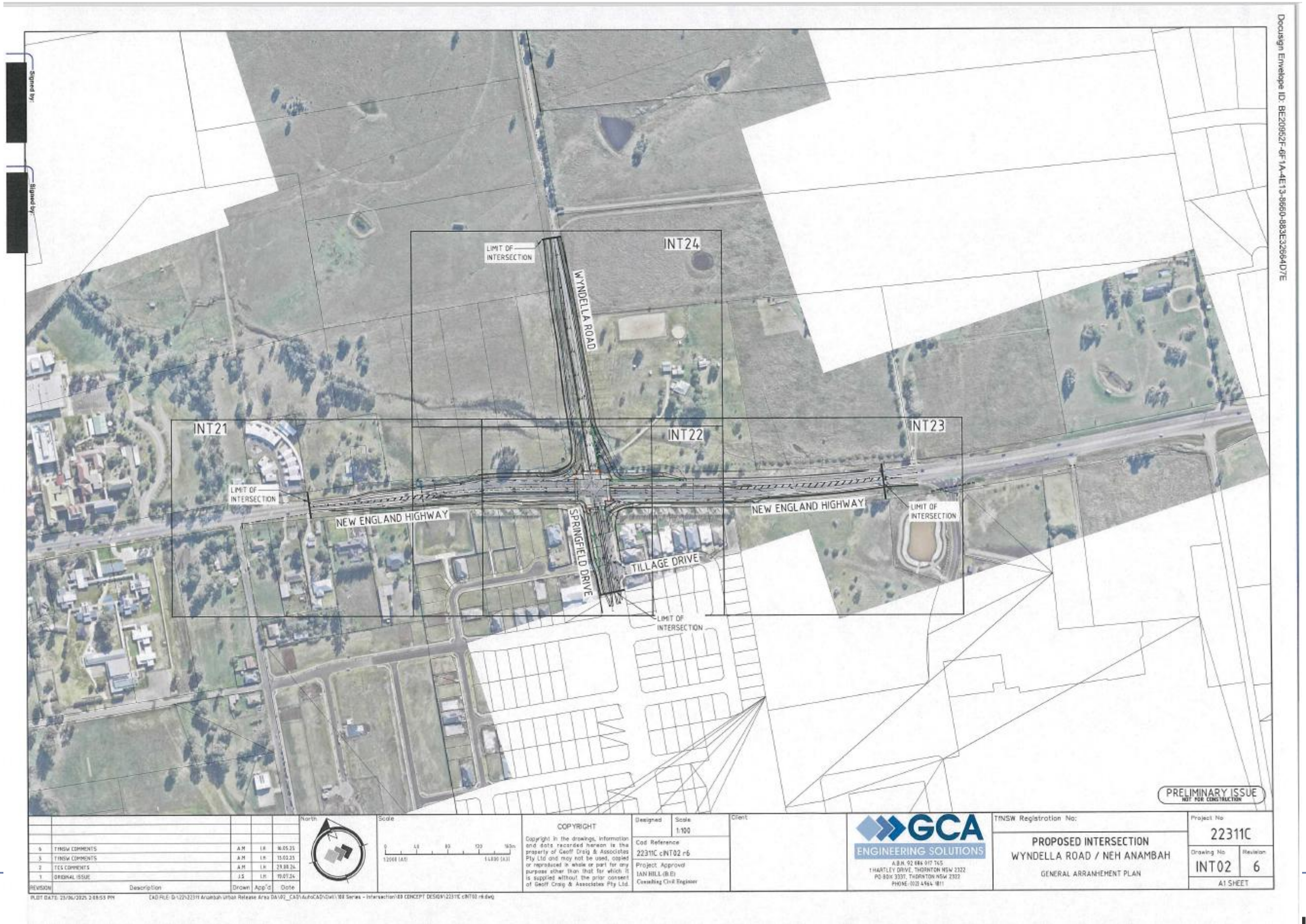
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**Annexure B – Intersection Works Plan**

Signed by:  


Signed by:  












## **City Planning**

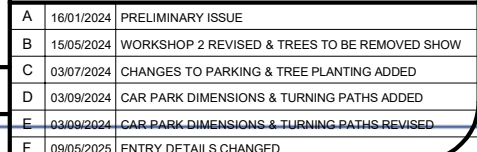
# **DA2024/568 for Rural Industry – Demolition of One (1) Existing Structure, Construction of Three Sheds at 41 Cracknell Lane, South Maitland**

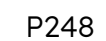
## **Development Plans (Under Separate Cover)**

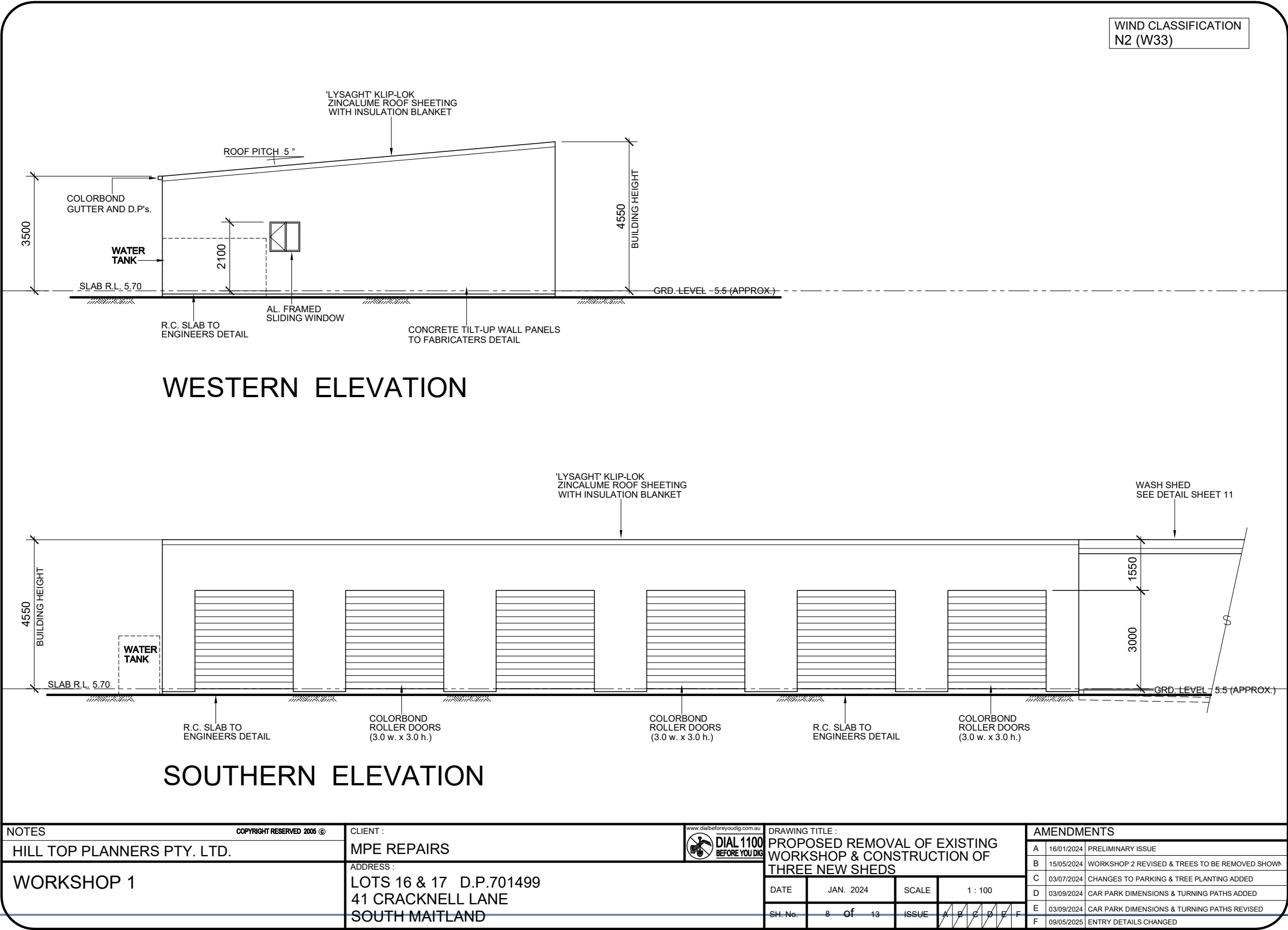
**Meeting Date: 9 December 2025**

**Attachment No: 2**

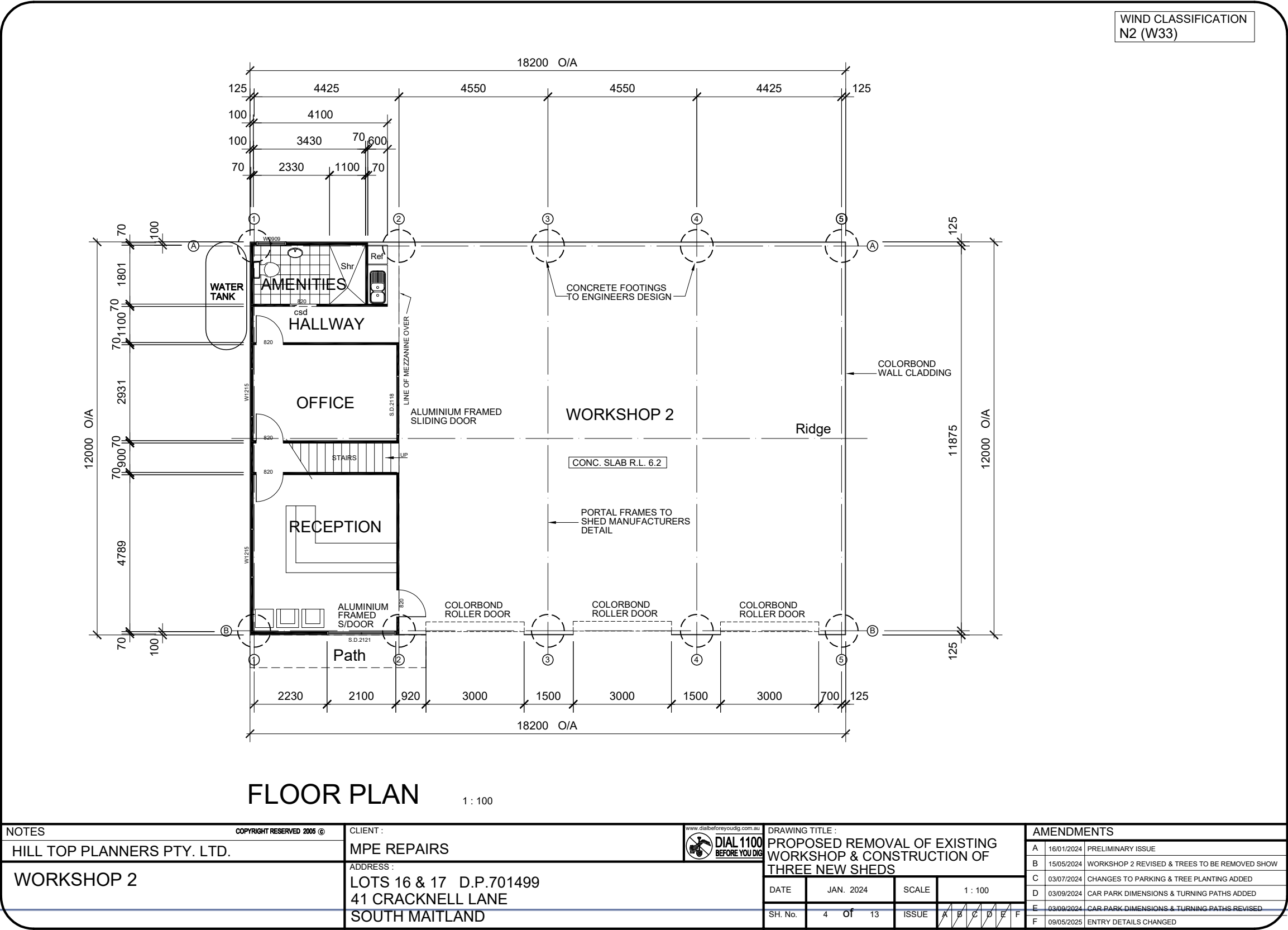
**Number of Pages: 16**

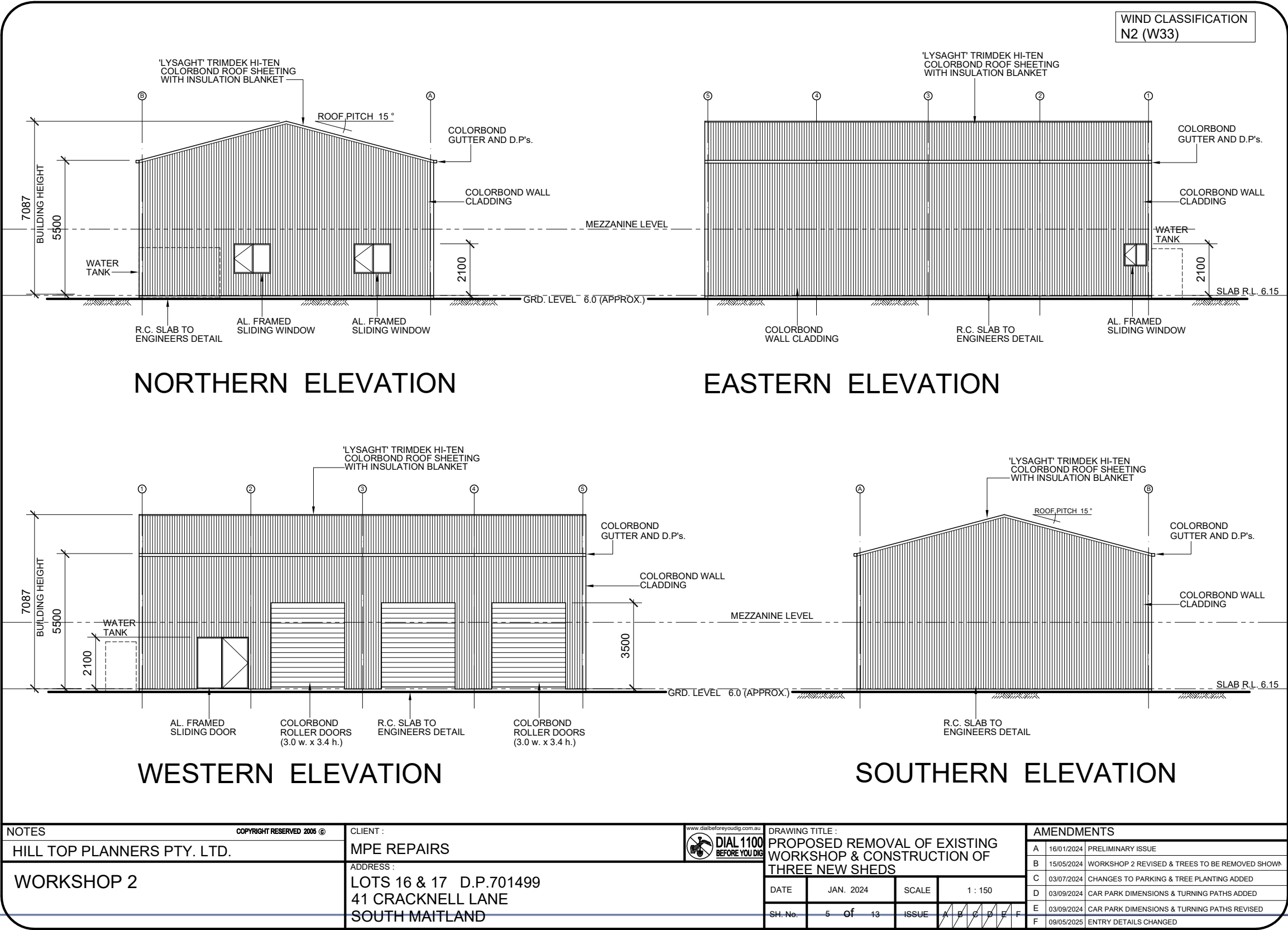






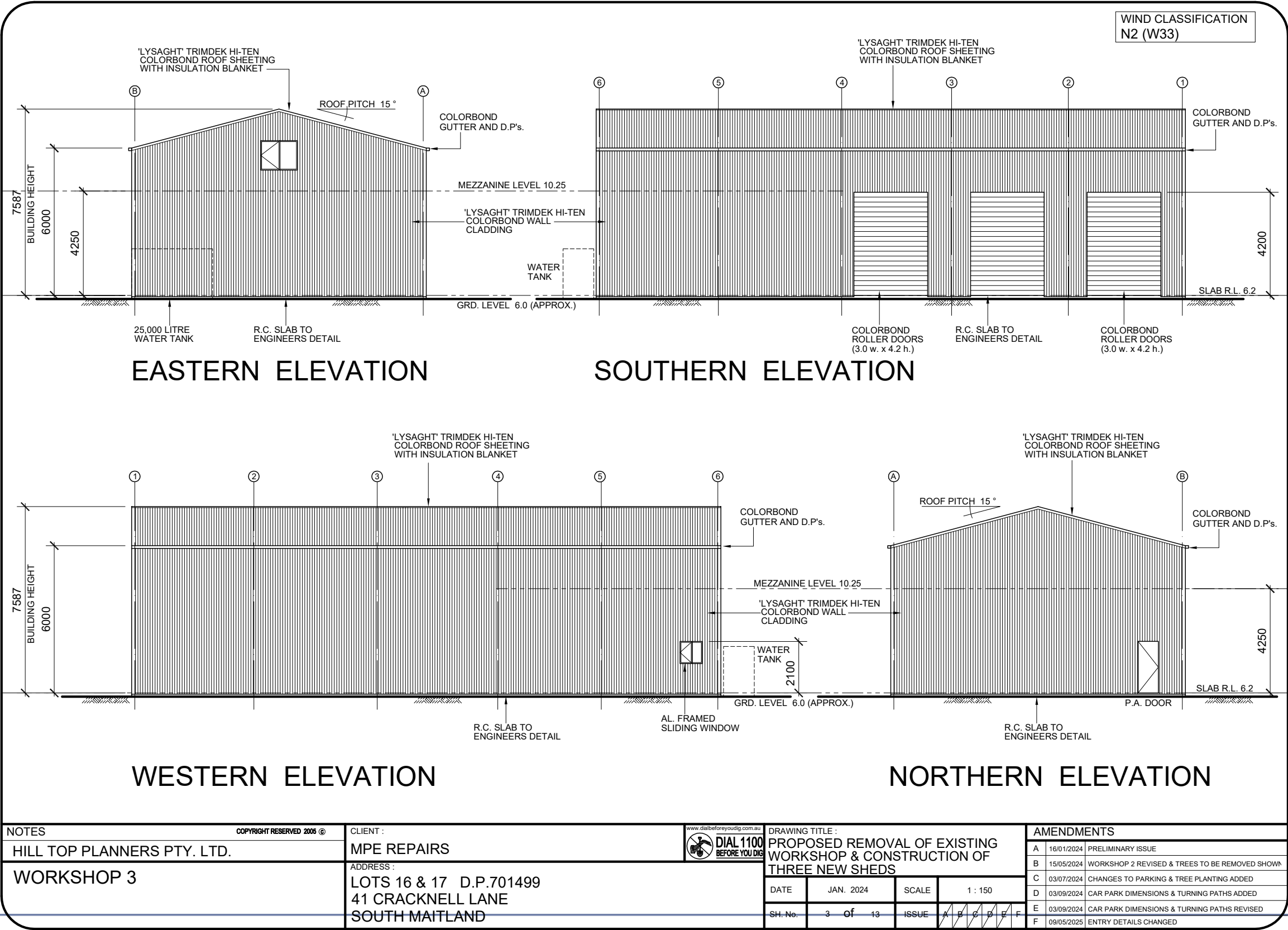




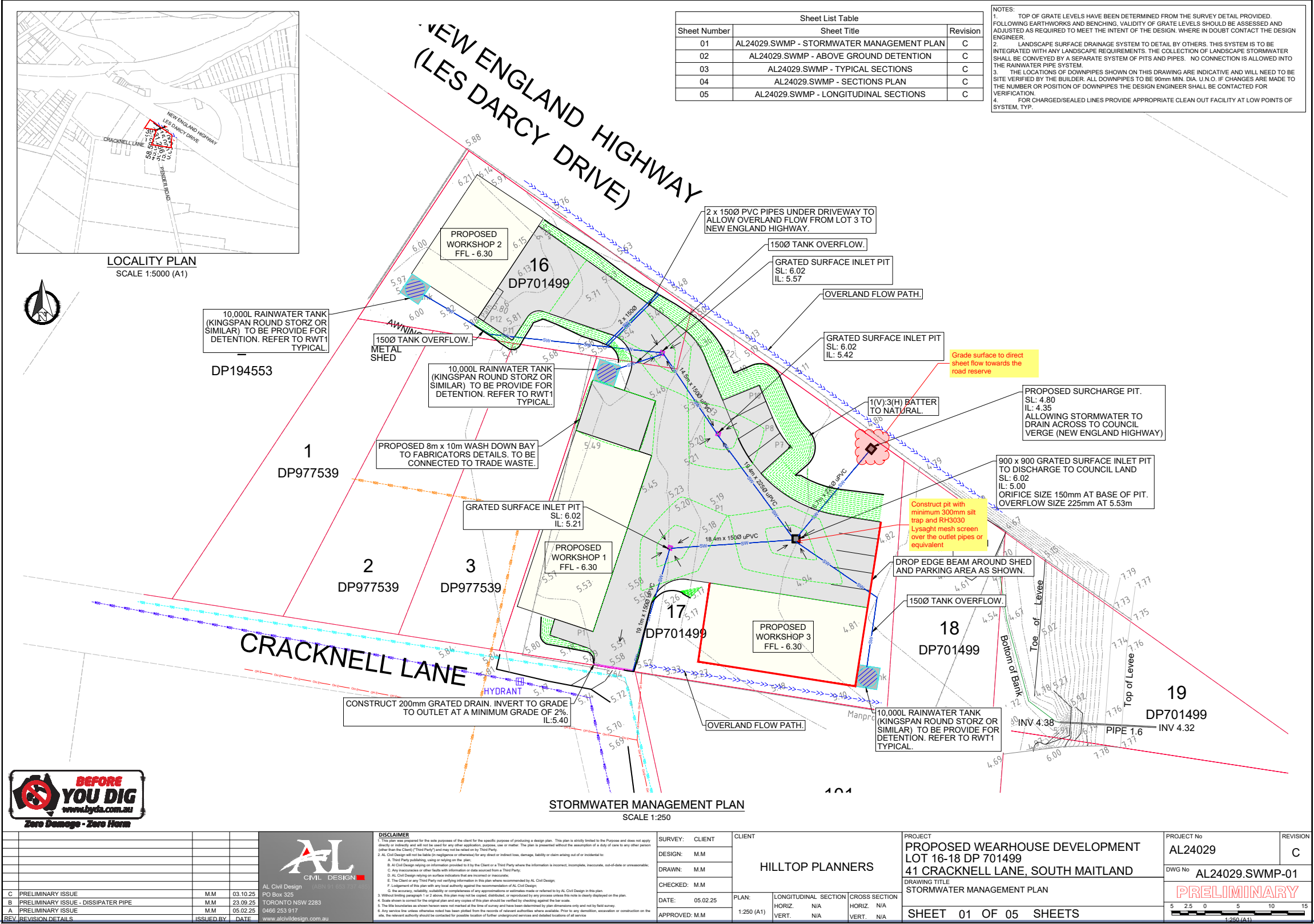


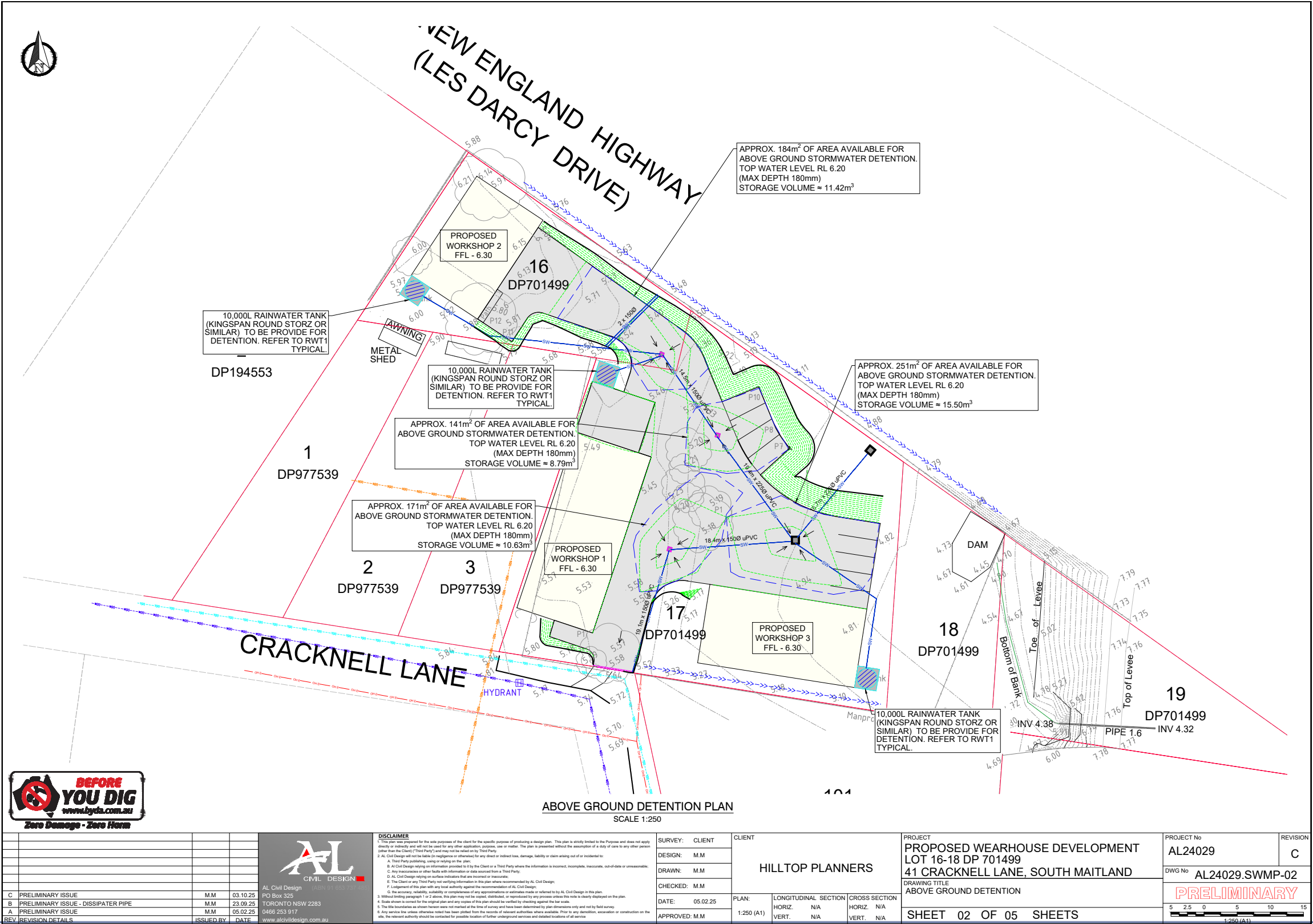








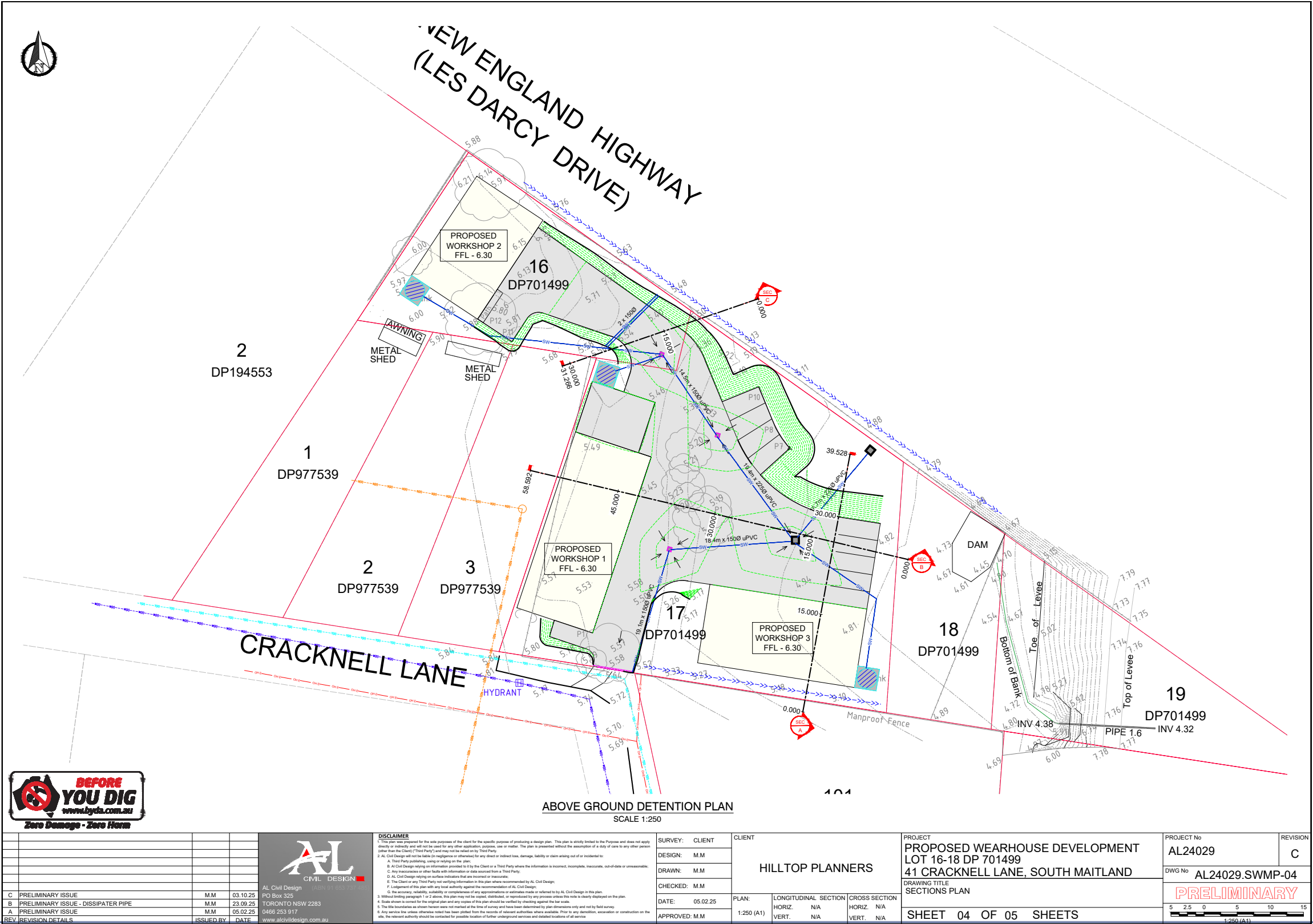




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## FLOOD PREPARATION AND EVACUATION PLAN

### 41 Cracknell Lane South Maitland

This property comprises low lying land which will become inundated once the 'ring levee' is overtopped. This is predicted to be a flood event of 1 in 60 years frequency and above.

The predicted 1 in 100 year (1%) flood level is 9.73m AHD with a water velocity of 0.1 metres per second. Occupants of the workshop buildings should be familiar with flood risk and measures that should be taken to minimize harm to occupants, and property during a flood event.

The surface level of facility is 6.0m AHD which will result in about 3.75m depth of water inundation during a major flood. Occupants will have in excess of 12 hours of notice of a major flooding event which may inundate the site. During this time preparations need to be made to relocate all items of plant, equipment and vehicles under service, to above the 1% flood level. Staff will be advised to return home once the facility is made 'flood ready'.

#### Prior to a flood

Stay informed by listening for Bureau of Meteorology flood watches and warnings on local radio ABC 1233 and the **Bureau of Meteorology web site**: <http://www.bom.gov.au/weather/nsw/> Always keep an eye on the weather, unusually heavy rain is a good indication that flooding may occur.

- Learn your flood risk
- Prepare your premises
- Prepare your emergency flood kit (eg drinking water & food, medications, first aid kit, waterproof clothing & bags, important documents & photos, contact numbers & phone, portable radio, torch & spare batteries, pocket radio, mobile phone, candles & waterproof matches).
- Follow your Flood Preparation and Evacuation Plan
- Remember you may be physically isolated and without power or internet access for several days. Your only means of communication re river heights may be the local ABC radio.
- If you have a boat, ensure it is equipped to traverse low flowing flood water, if required.

#### As the flood approaches

- ☐ Advise workforce
- ☐ Secure important documents and personal effects in a safe and easily accessible place
- ☐ Locate your emergency flood kit (essential stuff)
- ☐ Bring all vehicles and equipment to a higher level

#### Immediately before and during the flood

- ☐ Electricity – be prepared to turn off electricity at switchboard if power is lost

*Never drive ride or walk in water – this is the main cause of death during floods as water may be deeper or faster flowing than you think and contain hidden snags and debris.*

### Evacuation Route

The preferred evacuation route is via Cracknell Lane/Anzac Street/New England Highway. This route may be cut off for several days after a flood.

### After the flood has passed

- ☐ Electricity – check electrical system and appliances if dwelling is inundated by water
- ☐ Water – check potable water system in case of contamination
- ☐ Sewer – check system for damage
- ☐ Undertake inspection of all buildings to assess possible damage
- ☐ Check internet connections

### Important phone numbers

State Emergency Service:      **Emergency 132500**

Police, Fire, Ambulance:      **Emergency 000**

Bureau of Meteorology Website: <http://www.bom.gov.au/weather/nsw/>

Maitland Hospital:              **4939 2000**

*Prepared by Hill Top Planners 3<sup>rd</sup> October 2025*

## **City Planning**

# **DA2024/568 for Rural Industry – Demolition of One (1) Existing Structure, Construction of Three Sheds at 41 Cracknell Lane, South Maitland**

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

**Meeting Date: 9 December 2025**

**Attachment No: 3**

**Number of Pages: 25**

# DEVELOPMENT APPLICATION ASSESSMENT REPORT

Version 1: Comprehensive

Application No:	DA/2024/568
Proposal:	Rural Industry - Demolition of One (1) Existing Structure, 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
Site Inspection:	19/07/2024

## INTRODUCTION

DA/2024/568 proposes a Rural Industry use including demolition of One (1) Existing Structure, Construction of Three (3) Sheds.

The development application was initially reported to the Council for determination on 16 September 2025. At this meeting Council resolved to allow the applicant the opportunity to address the issues identified within the reasons for refusal. Those matters being;

1. Flooding Impacts
2. Stormwater and easement for drainage
3. Earthworks
4. Waste
5. Vehicular Access and Car Parking
6. Acoustic matters

The purpose of this report is to provide a detailed discussion and assessment of the development application with a focus on those matters which the Council has asked to be addressed by way of additional information/design amendments, as detailed in the resolution of 16 September 2025. The assessment will include consideration of the proposal under the Environmental Planning and Assessment Act 1979, the Maitland Local Environmental Plan 2011, the Maitland Development Control Plan 2011 and any other relevant legislation, guidelines and policies of the Council where they are relevant.

## 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 (336m<sup>2</sup>) concrete slab walls and metal roof.
  - Workshop 2 - 12m x 18.2m (216m<sup>2</sup>) metal framed shed with mezzanine (48m<sup>2</sup>) and an office and reception on the ground floor.
  - Workshop 3 - 12m x 24m (288m<sup>2</sup>) with mezzanine (110m<sup>2</sup>).
    - Each of these buildings have a sink, toilet and shower amenities.
- Partially walled wash bay 8m x 10m (80m<sup>2</sup>).
- 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

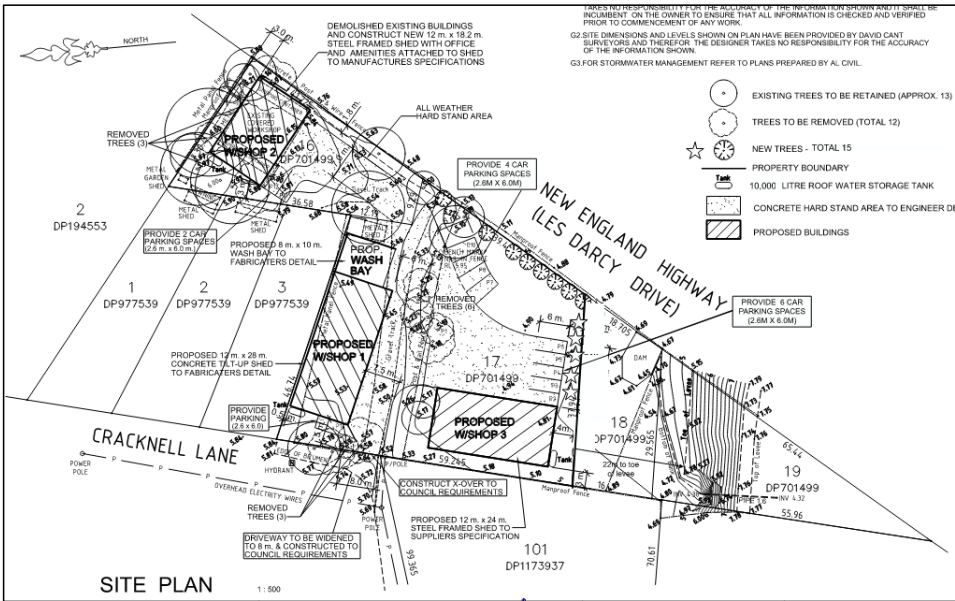


Figure 1: Site Plan



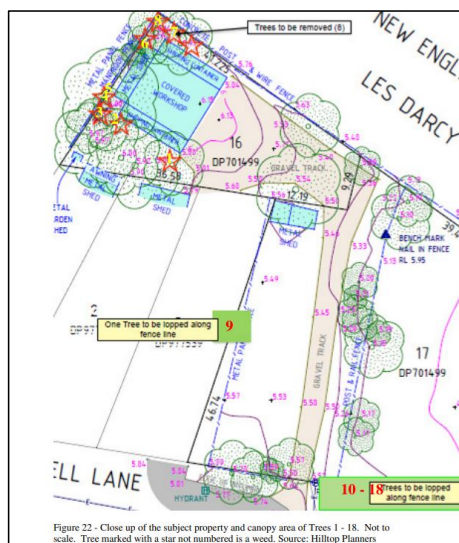
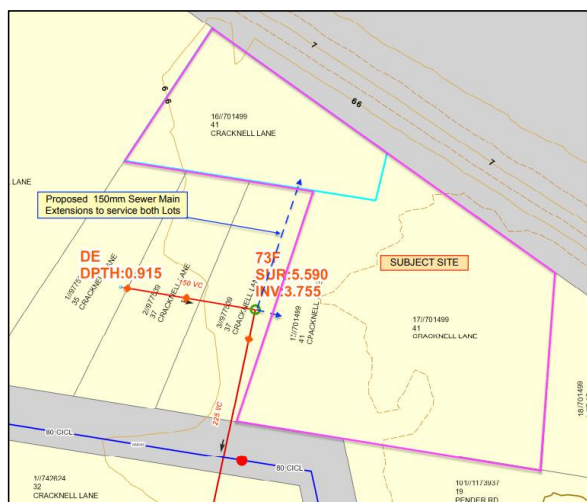


Figure 2: Proposed tree removal as per Arborist Report



### Background to the Assessment

The application was reported to Council on the 16 September 2025 recommending refusal. The recommended grounds were summarised as follows:

1. Flooding
2. Acoustic
3. Road access
4. Drainage
5. Public Interest

The full list of reasons for refusal and assessment summary is provided in the Assessment Report dated 16 September 2025 (Attachment 5).

Notwithstanding the recommendation, Council made the following resolution at the meeting:

1. Defer consideration of DA/2024/568 for Rural Industry at 41 Cracknell Lane, South Maitland to allow the applicant the opportunity to address the issues identified within the reasons for refusal contained within Attachment 4 of this report;
2. Request that the applicant provide revised documentation and or additional information to resolve the identified issues within 2 months from the date of this Council Meeting;
3. Council staff report back no later than the December 2025 Ordinary Meeting of Council with an updated assessment and recommendation based on any revised documentation received.

Additional information and supporting plans were provided on 12<sup>th</sup> October 2025. The applicant has provided a revised drainage plan, flood preparation and evacuation plan and addendum to the Acoustic Report.

As will be outlined within this report, overland stormwater drainage, acoustic matters, and road access, and *part of* the flood detail have been resolved via additional information provided by the applicant, or by recommended conditions of consent prepared by the assessing officer. The only outstanding item relates to detailed flood consideration. This is detailed within the section titled "Assessment of Additional Information" of this report.

**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 below).

Lot 16 in DP 701499 comprises an area of 852m<sup>2</sup> 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 2,468m<sup>2</sup> 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.

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.



Figure 4: 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

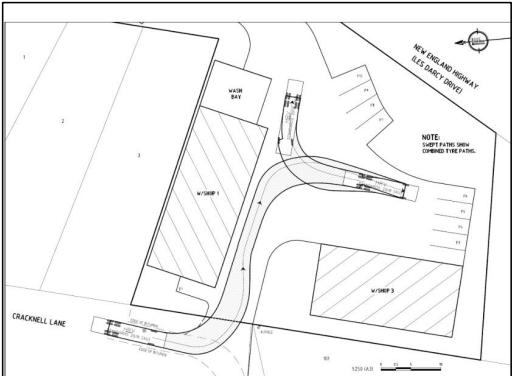
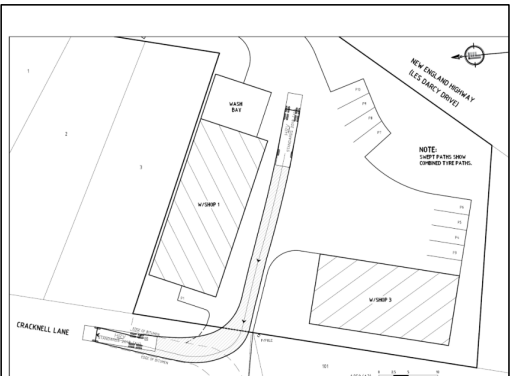
There are no development approvals currently in place for the existing use of the site. However, a business is actively operating on the premises, and some animal grazing (primarily horses) having been observed.

ASSESSMENT OF ADDITIONAL INFORMATION

The initial Development Application Assessment Report, as submitted to the Council on 16 September 2025 is included as Attachment 5. This report provided a detailed response to all submissions made during the public notification of the application. It is not the intention of this report to provide a comprehensive reassessment of the application but rather will focus on the matters which the Council have required to be addressed within its resolution of 16 September 2025. These are presented in the Table below and comment provided:

MATTERS TO BE ADDRESSED VIA COUNCIL RESOLUTION OF 16.09.2025		COMMENT
1a. 1c. 1b. 7a. 7b.	<ul style="list-style-type: none"> <li>• Clause 1.2 - Aims of Plan (flooding);</li> <li>• Clause 7.2 – Earthworks.</li> <li>• Clause 5.21 - Flood planning;</li> <li>• Chapter B.3 Hunter River Floodplain: <ul style="list-style-type: none"> <li>○ Section 2.1 Development below the Flood Planning Level (FPL);</li> <li>○ Section 2.3 Filling of Flood Storage and Flood Fringe Areas;</li> <li>○ Section 2.3 General Building Requirements</li> </ul> </li> <li>• A Flood Impact Assessment has not been provided to address the proposed importation of 1,000m<sup>3</sup> of fill within a flood storage area.</li> <li>• The fill plan lacks essential detail, including dimensions, batter slopes, gradients, and defined flow paths</li> </ul>	<p><b>Partial resolution of required items.</b></p> <p>The applicant provided a revised plan showing a drop edged beam around Workshop #3 and the associated carpark (eastern side of the site). While fill calculations have been provided, the revised stormwater plan has included batter slope dimensions and proposes an overland flow path around the development. While this addresses surface drainage, it does not provide sufficient information to determine the impact of the proposal against the relevant matters under the LEP (Clause 7.2 and 5.21) and DCP (Chapter B.3) in terms of filling and flood impacts.</p> <p>Council's Flood Engineer response is summarised below:</p> <ul style="list-style-type: none"> <li>• In reference to the Hunter River Floodplain Risk Management Study and Plan 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.</li> <li>• The amended Stormwater plan – Longitudinal Section, shows filling of land up to 1.4m. The 1% AEP depth remains around 3.75m in some areas within development i.e. the proposed site lies in H5 flood hazard category after filling the land. This indicates the site may not be safe for both vehicles and people during the flood event.</li> <li>• The development in Flood Storage Area does not demonstrate how it complies with Part B3, section 2.3 "Filling of Flood Storage and Flood Fringe Areas". While the design has been modified to provide a drop edge beam reduces the amount of fill material required, the total filling volume has not been calculated and the flood impact due to filling has not been assessed. A flood report has not been provided. This application cannot be determined until a full flood impact assessment has been undertaken.</li> <li>• Workshop 2 consists of office, reception, hallway and amenities spaces. According to Part B3, section 2.3 "General Building Requirements", any habitable room shall be no lower than the Flood Planning Level. The architectural plans do not demonstrate the proposed habitable spaces comply with Maitland DCP and LEP requirements; however, a condition can be imposed to require</li> </ul>

		<p>the habitable components to be relocated to the mezzanine associated with Workshop 3, which will be above the Flood Planning Level.</p> <ul style="list-style-type: none"> <li>The Flood Preparation and Evacuation Plan has been reviewed. The plan identifies the need to relocate plant, equipment and vehicles during the flooding event. The applicant submitted additional detail in an email dated 29/10/2025 outlining the following actions relating to evacuation during a flood event:</li> </ul> <p><i>"During a flood event the proponents will relocate plant, equipment, chemicals, and vehicles to rented premises in the Thornton Industrial area. Employees will assist by storing multiple vehicles and equipment at their own flood free residential premises, either on the street (vehicles) or under cover (equipment). Failing the above, the proponents have several clients who own rural properties in close proximity to the site, with flood free areas, who would be willing to store plant and vehicles for the duration of a flood."</i></p> <p>While these arrangements are not ideal, Council staff can impose conditions of consent requiring the submission of detailed procedures and clearly identified evacuation routes within a Flood Emergency Response Plan (FERP).</p>
2a. 5. 7c. 7d.	<ul style="list-style-type: none"> <li>Chapter B.2 – Domestic Stormwater;</li> <li>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.</li> <li>The stormwater management plan proposes an absorption pit, which is not supported due to likely soil limitations affecting infiltration.</li> <li>The overflow discharge point and a legal point of discharge have not been clearly identified.</li> </ul>	<p><b>Adequately resolved.</b></p> <p>The amended stormwater plans incorporate on-site stormwater detention in accordance with Councils adopted Manual of Engineering Standards.</p> <p>Amended plans show the roofed areas being directed to rainwater tanks with tank overflow directed to three inlet pits and a surcharge pit draining to Council verge (New England Highway).</p> <p>The revised plans are supported by Council's Development Engineers subject to the imposition of conditions of consent.</p>
2d. 7f. 7e. 7k.	Chapter B.6 – Waste Not – Site Waste Minimisation and Management;	<p><b>Adequately resolved.</b></p> <p>The applicant has provided a Section 50 from Hunter Water showing a 80mm water service in Cracknell</p>

	<p>A trade waste agreement is absent, preventing assessment of compliance with the submitted Waste Management Plan.</p> <p>A Notice of Formal Arrangements has not been submitted for the proposed extension of sewer and water services.</p> <p>The site lacks adequate bushfire protection infrastructure, including a reticulated water supply and appropriate emergency access routes</p>	<p>Lane which is available to service the subject site. The correspondence from Hunter Water noted major works are required to extend the sewermain to service the subject site. However, noted that servicing to the site is possible. This can be conditioned.</p> <p>Trade waste is acknowledged in the correspondence from Hunter Water, and the landowner has been advised to apply for a Trade Waste Agreement. This can be conditioned.</p> <p>Noting the development can be adequately serviced by reticulated water supply, the development is considered to adequately address the objectives under Section 8.3.1 Planning for Bushfire Protection (PFBP 2019).</p>
<p>2d. 4. 7g. 7h. 7i. 7j.</p>	<ul style="list-style-type: none"> <li>Chapter C.11 Vehicular Access and Car Parking.</li> <li>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.</li> <li>Manoeuvring plans do not demonstrate safe access for the design vehicle via the existing road network, including Cracknell Lane and Pender Road.</li> <li>Pedestrian access and customer safety considerations have not been addressed.</li> <li>Turning templates indicate possible conflict between reversing vehicles and pedestrian movements.</li> <li>Compliance with AS2890.2 has not been confirmed, and it is unclear whether additional measures such as road widening or parking</li> </ul>	<p><b>Adequately resolved.</b></p> <p>Sweep paths of 12.5m HRV have been provided in the traffic assessment demonstrating safe access for the design vehicle into the site and are shown below:</p>  <p><i>Figure 5: Entering site</i></p>  <p><i>Figure 6: Exiting site</i></p> <p>Considering the scale of the proposed development and its limited impact on Cracknell Lane and given</p>



	restrictions are required or feasible.	<p>that the lane is already used by other developments with a similar purpose, the cost of upgrading the road should not be borne solely by the owner of this development.</p> <p>The driveway access widening requires a Section 138 application and shall be conditioned accordingly.</p> <p>Regarding pedestrian access and customer safety, a condition can be included on the consent requiring appropriate signage and/or line marking to indicate pedestrian zones, along with physical delineation or barriers where necessary to minimise conflict between reversing vehicles and pedestrian movements.</p>
3. 7l.	<ul style="list-style-type: none"> <li>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.</li> <li>Potential noise impacts on surrounding properties have not been adequately addressed, and the extent of any adverse effects remains undetermined.</li> </ul>	<p><b>This matter can be resolved via recommended contains of consent.</b></p> <p>The applicant has provided an addendum to the acoustic assessment which now incorporates the adjoining residence. The report states that it assumes in its calculations that a 1.8m steel boundary fence is present between the project site and the residential property. This fence doesn't exist and is not proposed to be installed as part of this application but rather the acoustic report notes that <i>"such a fence would normally be constructed to separate the properties if one or both properties are sold to another party"</i>. Given the sites are not consolidated or proposed to be consolidated under this consent, a condition will be placed on the consent requiring the installation of the fence as per the assumptions made in the addendum to the acoustic report.</p> <p>Council's Environmental Health Officer noted that there is still outstanding information which should be considered at assessment stage to ensure the development will not generate ongoing noise issues, matters such as clarification of distance reference points and noise source locations, confirmation of reasonably worst-affected points for each property under Section 2.6 of the NSW Industrial Noise Policy, explanation of differences in results between the amended and previous reports, and revision of the Sound Power level for Workshop 2 to reflect likely use of power tools. These matters can be addressed through appropriate conditions of consent, requiring the submission of an updated noise assessment and supporting documentation prior to operation.</p>
6.	The application is considered unacceptable in that the development is not within the public interest.	<p><b>This matter can potentially be resolved once the flood information is adequately addressed.</b></p> <p>The proposal cannot be considered to be in the public interest at this stage. While it is acknowledged that the use has commenced without consent and that formal approval would provide a framework for</p>

		Council to regulate ongoing operations, key matters relating to flooding, filling, and site suitability remain unresolved. Without adequate information to demonstrate compliance with relevant planning controls and to confirm that the development will not result in adverse impacts on adjoining properties or the environment, the proposal cannot currently be supported as being in the public interest.
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#### PLANNING ASSESSMENT - 4.15(1) matters for consideration

##### Development Type -

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

##### Contributions -

- The proposal 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
(a) is compatible with the flood function and behaviour on the land, and	<p>The site is inundated once the ring levee is overtopped, this being estimated to be a flood event with a frequency of over 1 in 60 years. The site was last inundated by floodwater in 1955.</p> <p>A Flood Evacuation Plan has been prepared.</p>	<p><b>Insufficient information provided.</b></p> <p>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.</p> <p>The entire site is classified as High Hazard and Flood Storage Area.</p> <p>Given the matters below, the applicant has not demonstrated the proposal is compatible with the flood function on the land.</p>

		This information can only be satisfied via the submission of a Flood Report detailing the likely impacts associated with the development.
<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 design has been modified to provide a drop edged beam around Workshop #3 and the associated carpark (eastern side). This reduces the amount of fill material required and provides an overland flow path around the development. The flow path is available for both storm events and flood scenarios.	<p><b>Insufficient information provided.</b></p> <p>The surrounding areas are flood affected, and the connecting road network will be cut-off during 1:20 ARI and larger flood events.</p> <p>The applicant has provided a fill plan and the amended Stormwater plan - Longitudinal Section, shows filling of land up to 1.4m.</p> <p>A Flood Impact Assessment has not been provided demonstrating the neighbouring properties will not be adversely impacted by flooding due to the proposed development. A Flood Impact Assessment has also not been provided demonstrating the site is suitable for both vehicles and people during the flood event.</p>
<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. This also gives time for goods to be moved into the elevated storage areas.	<p><b>This item can be addressed via condition of consent.</b></p> <p>The Flood Preparation and Evacuation Plan identified the need for relocation of plants, equipment and vehicles during a flooding event; however, where and how the relocation of plants, equipment and vehicles will take place has not been discussed.</p> <p>A summary of proposed evacuation methods has been provided (dated</p>

		<p>29/10/2025, via email). This information states the following:</p> <p><i>During a flood event the proponents will relocate plant, equipment, chemicals, and vehicles to rented premises in the Thornton Industrial area. Employees will assist by storing multiple vehicles and equipment at their own flood free residential premises, either on the street (vehicles) or under cover (equipment). Failing the above, the proponents have several clients who own rural properties in close proximity to the site, with flood free areas, who would be willing to store plant and vehicles for the duration of a flood.</i></p> <p>While these arrangements are not ideal, Council staff can impose conditions of consent requiring the submission of detailed procedures and clearly identified evacuation routes within a Flood Emergency Response Plan (FERP).</p>
<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 160m<sup>2</sup> 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>	<p>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</p>	<p><b>Insufficient information provided.</b></p> <p>The proposal includes the importation of 1428m<sup>3</sup> of fill material and filling depth up to 1.4m, however, the flood impact due to</p>

	landscaping will assist in mitigating visual impact.	<p>filling has not been assessed as insufficient information has been provided to address this matter.</p> <p>Comment from Councils Flood Engineer has stated that he level of fill 'significant' and that the Flood Report is required to assess the potential impacts of this.</p>
<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.	<p><b>Can be satisfied through conditions of consent.</b></p> <p>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.</p>
<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.	<p><b>Can be satisfied through conditions of consent.</b></p> <p>The Flood Preparation and Evacuation Plan identified the need of relocation of plants, equipment and vehicles during a flooding event; however, where and how the relocation of plants, equipment and vehicles will take place has not been discussed.</p> <p>Workshop 2 consists of office, reception, hallway and amenities spaces. According to Part B3, section 2.3 "General</p>



		<p>Building Requirements”, any habitable room shall be no lower than the Flood Planning Level. The architectural plans do not demonstrate the proposed habitable spaces comply with this requirement.</p> <p>This requirement can be addressed via a condition of consent, where the habitable components shown in Workshop 2 can be relocated to Workshop 3. The mezzanine level of Workshop 3 is 10.25mAH, which is above the Flood Planning Level, and thereby compliant with flood considerations.</p>
<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.** The applicant has indicated that the proposed importation of 1,428 m<sup>3</sup> of Virgin Excavated Natural Material (VENM) or Excavated Natural Material (ENM), along with the construction of three sheds, is not expected to materially affect floodwater flow on adjoining properties. However, the application lacks sufficient detail to support this claim.

The amended Stormwater Plan shows fill batters across the site and a drop edge beam around Workshop 3 and the eastern carpark. The amended Stormwater Plan - Longitudinal Section - also indicates filling of land up to 1.4 m and proposing additional fill (from 1,000 m<sup>3</sup> to 1,428 m<sup>3</sup>). The flood impact due to filling has not been assessed. A flood report previously requested to support this assessment has not been provided.

Supporting evidence is required 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.

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

At the time the development application was lodged (15 July 2024), Clause 7.9 - Essential Services had not yet formed part of the Maitland Local Environmental Plan 2011, as Amendment No. 38 was

not gazetted until 28 March 2025. Amendment 38 includes a savings provision which confirms that any development application submitted prior to its commencement, and not yet finally determined, is not subject to the changes introduced by the amendment. Accordingly, Clause 7.9 is not a statutory consideration for this application.

However, Clause 7.9 was exhibited as a draft environmental planning instrument during the assessment of the application. It is noted that the proposal does meet the intent of Clause 7.9 – Essential Services, as it has demonstrated that adequate vehicular access, stormwater drainage, and provision of water and sewer services can be made available. These matters are discussed further in this report.

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

##### ***Maitland Development Control Plan 2011 (DCP)***

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

#### **Chapter B.2 – Domestic Stormwater**

The amended stormwater plans incorporate on-site stormwater detention in accordance with Councils adopted Manual of Engineering Standards. Amended plans show the roofed areas being directed to rainwater tanks with tank overflow directed to three inlet pits and a surcharge pit draining to Council verge (New England Highway). The revised plans are supported by Council's Development Engineers subject to the imposition of conditions of consent.

#### **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 1,428m<sup>3</sup> of fill with a maximum depth of 1.4m, 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.**

Sewer and trade waste agreement approvals can be obtained and will be required through conditions of consent.

#### **Chapter C.11 – Vehicular Access and Car Parking**

The DCP states for an industry use, 1 car space is required for every 75m<sup>2</sup> GFA. The floor area of 3 workshops is 840m<sup>2</sup> – 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. It is assumed that trucks and delivery vehicles shall either utilise existing spaces or park in a workshop. A condition will be placed on the consent stating no equipment shall be stored in the car park and no vehicle can be parked in the turning areas of the site. A condition will also be placed on the consent stating P12 and P11 are for small vehicles only.

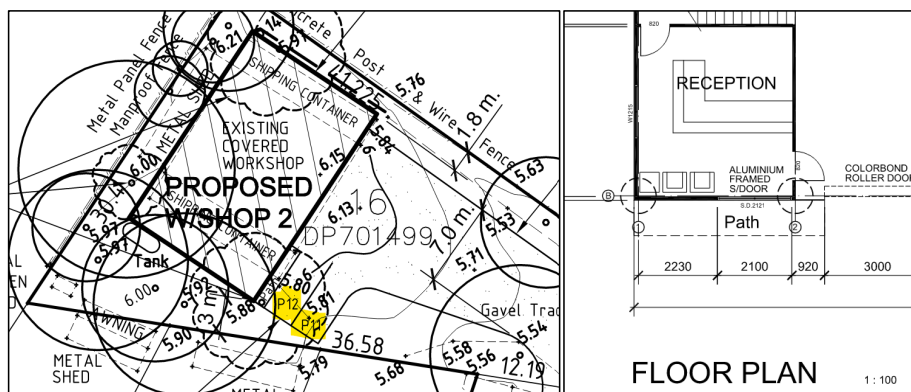


Figure 18: Location of two spaces which conflict with the use of the roller door

Concern was raised that Cracknell Lane and Pender Road lack the capacity to support the proposed use. Swept paths of a 12.5m Heavy Rigid Vehicle (HRV) have been provided in the traffic assessment demonstrating safe access for the design vehicle into the site and are shown below:

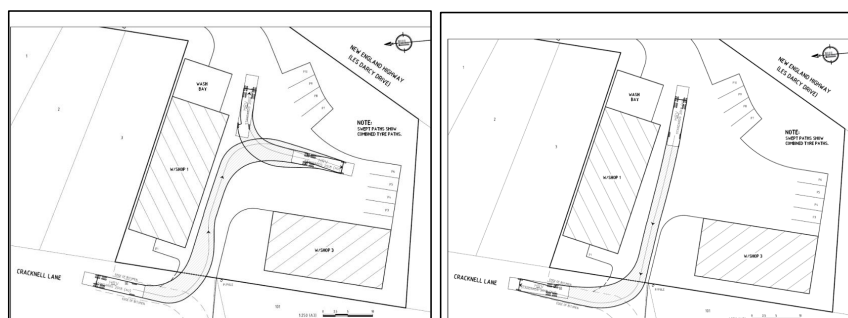


Figure 2: Entering site and exiting the site

Considering the scale of the proposed development and its limited impact on Cracknell Lane and given that the lane is already used by other developments with a similar purpose, the cost of upgrading the road should not be borne solely by the owner of this development.

The driveway access widening requires a Section 138 application and shall be conditioned accordingly.

Regarding pedestrian access and customer safety, a condition can be included on the consent requiring appropriate signage and/or line marking to indicate pedestrian zones, along with physical delineation or barriers where necessary to minimise conflict between reversing vehicles and pedestrian movements.

**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)**

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	The development will provide economic benefits through local employment and services to the agricultural sector.
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 the importation of 1,428m<sup>3</sup> of fill to a depth of up to 1.4 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. A condition of consent will require the habitable rooms in Workshop 2 to be relocated to mezzanine levels in Workshop 3.</p> <p>The proposed plans show the concrete slab constructed at RL 6.2 and does not satisfy the requirements of the MDCP. <b>In summary</b>, 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"> <li>• Pender Road: Unsealed, with a trafficable carriageway width of 4 metres and no kerbing.</li> <li>• Cracknell Lane (Pender Road to Cultivation Lane): Sealed, 5.6 metres wide, with kerbing on the southern side only.</li> <li>• Cracknell Lane (Cultivation Lane to Anzac Street): Sealed, 7.6 metres wide, with kerbing on both sides.</li> </ul> <p>Vehicle access to the site is proposed from Cracknell Lane. The submitted Traffic Report (Intersect Traffic, dated 28 May 2025) indicates traffic would be split evenly between Cracknell Lane and Pender Road, with the largest vehicle being a 12.5 m HRV tilt tray. Swept path diagrams have been provided, demonstrating safe and convenient access for the nominated design vehicle in accordance with AS 2890.2.</p> <p>While the existing condition of Cracknell Lane and Pender Road remains constrained—with limited width and sections of unsealed surface—the scale of the proposed development is not expected to generate significant additional traffic. Given the lane is already used by similar developments, it is not considered reasonable that the cost of upgrading the road be borne solely by this applicant.</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 suggest the development is already placing pressure on the local road network.</p> <p>Despite these concerns, Council's Development Engineer has reviewed the amended Traffic Assessment and is satisfied that the proposed access arrangements are acceptable, subject to appropriate conditions of consent.</p>
Flora/Fauna	<p>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.</p>
Servicing	<p>Electricity and telecommunication services are available to the site. Reticulated water and sewer can be provided to the site and can be conditioned in the consent.</p>
Visual Impacts	<p>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.</p>
Bushfire	<p>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:</p> <p><i>Objective 1: to provide safe access to/from the public road system for fire fighters and for occupant during a bush fire.</i></p> <p><i>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.</i></p>



	<p><i>Objective 2: to provide a suitable emergency and evacuation arrangements for occupants of the development.</i>  <i>Response: - see #1 above. The site could also be accessed from NEH if the boundary fence need to be cut.</i></p> <p><i>Objective 3: to provide adequate services of water for protection of buildings during and after a bush fire.</i>  <i>Response: - The site is serviced via a 100mm reticulated water main which will provide a supply in the event of a bushfire.</i></p> <p><i>Objective 4: provide storage of hazardous materials away from the hazard wherever possible.</i>  <i>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.</i></p> <p><b>The assessment team does consider the above as acceptable</b>, as the site has the ability to be connected to reticulated water. The development will be conditioned to provide adequate servicing to the site and condition for the bending of hazardous materials.</p>
Noise	<p>An Acoustic Assessment (prepared by Bridges Acoustics dated 10 April 2025) concluded 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.</p> <p>The applicant has since provided an addendum to the acoustic assessment which does now incorporate the adjoining residence. The report states that it assumes in its calculations that a 1.8m steel boundary fence is present between the project site and the residential property. This fence doesn't exist and is not proposed to be installed as part of this application but rather the acoustic report notes that "such a fence would normally be constructed to separate the properties if one or both properties are sold to another party". Given the sites are not consolidated or proposed to be consolidated under this consent, a condition will be placed on the consent requiring the installation of the fence as per the assumptions made in the addendum to the acoustic report.</p> <p>Council's Environmental Health Officer noted that there is still outstanding information which should be considered at assessment stage to ensure the development will not generate ongoing noise issues, matters such as clarification of distance reference points and noise source locations, confirmation of reasonably worst-affected points for each property under Section 2.6 of the NSW Industrial Noise Policy, explanation of differences in results between the amended and previous reports, and revision of the Sound Power level for Workshop 2 to reflect likely use of power tools. These matters can be addressed through appropriate conditions of consent, requiring the submission of an updated noise assessment and supporting documentation prior to operation.</p>

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

The suitability of the proposal cannot be confirmed at this stage, as key matters relating to site filling and flooding have not been adequately addressed. Insufficient information has been provided to demonstrate that the proposed works will not adversely affect flood behaviour, neighbouring properties, or the surrounding environment.

Until detailed flood assessment and filling information is submitted—demonstrating compliance with relevant standards and design controls—it is not possible to determine whether the site is suitable for the proposed development.

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

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. The single submission raised objection to the proposal. The issues raised were centred around:

- **Scale and character:** Workshop 2 is considered too large and industrial in appearance, out of character with the rural setting.
- **Tree removal:** Approximately 10 mature native trees (possible koala habitat) would need to be removed, significantly impacting the streetscape and natural environment.
- **Noise impacts:** Concern about industrial-level noise from maintenance and repair activities involving up to 15 employees and 13 machines, affecting residential amenity and lifestyle.
- **Building materials and noise reflection:** The use of Colorbond cladding on a large metal structure facing the New England Highway may reflect car and train noise toward nearby properties; sound-deadening materials are requested.
- **Workshop location:** Suggest relocating Workshop 2 (e.g. opposite the proposed parking area) to a more suitable position on the site.

The application has not been subject to further advertising/notification since it was considered by the Council on 16 September 2025. The above issues have been addressed in detail under the previous assessment report provided to the Council at that meeting and are not re-addressed in this report. A copy of the previous assessment report is provided at **Attachment 5**.

***Government Agency Submissions***

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

<b><i>Government Agency Submissions (Concurrence)</i></b>		
<b>Responding Agency</b>	<b>Section/Act under which Concurrence is required</b>	<b>Summary of requirements</b>
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	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,

		<p>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> <p>Council will place the following condition of consent to cover any additional consents required before construction:</p> <p>“Prior to the commencement of works, the application must obtain all relevant approved under the Water Management Act 2000”.</p>
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**Section 4.15(1)(e) - The public interest**

The proposal cannot be considered to be in the public interest at this stage. While it is acknowledged that the use has commenced without consent and that formal approval would provide a framework for Council to regulate ongoing operations, key matters relating to flooding, filling, and site suitability remain unresolved. Without adequate information to demonstrate compliance with relevant planning controls and to confirm that the development will not result in adverse impacts on adjoining properties or the environment, the proposal cannot currently be supported as being 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 approval is sought	Type of activity	Comment
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 Engineer – Considering the scale of the proposed development and its limited impact on Cracknell Lane and given that the lane is already used by other developments with a similar purpose, the cost of upgrading the road should not be borne solely by the owner of this development.

The amended stormwater plans incorporate on-site stormwater detention in accordance with Councils adopted Manual of Engineering Standards. The plans show the roofed areas being directed to rainwater tanks with tank overflow directed to three inlet pits and a surcharge pit draining to Council verge (New England Highway). The revised plans are supported subject to the imposition of conditions of consent.

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 1,428m<sup>3</sup> of fill to a depth of up to 1.4 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 been submitted, however the plan has identified the need of relocation of plants, equipment and vehicles during the flooding event; however, where and how the relocation of plants, equipment and vehicles will take place has not been discussed.

**Environmental Health** – Noted that there is still outstanding information which should be considered at assessment stage to ensure the development will not generate ongoing noise issues, matters such as clarification of distance reference points and noise source locations, confirmation of reasonably worst-affected points for each property under Section 2.6 of the NSW Industrial Noise Policy, explanation of differences in results between the amended and previous reports, and revision of the Sound Power level for Workshop 2 to reflect likely use of power tools. These matters can be addressed through appropriate conditions of consent, requiring the submission of an updated noise assessment and supporting documentation prior to operation.

#### ASSESSMENT CONCLUSION

An assessment of the application has been undertaken against Section 4.15(1) of the Environmental Planning and Assessment Act, 1979 as amended. The proposed development is considered 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

Council staff recommend that consideration of DA/2024/568 for a Rural Industry at 41 Cracknell Lane, South Maitland, be deferred to:

- a) Allow the applicant an opportunity to address the outstanding issues identified in the reasons for refusal outlined in Attachment 4 of this report; and
- b) That Council staff be granted delegation to determine the application at a later date.

OR

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.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  
[Section 4.15(1)(a)(iii) Environmental Planning and Assessment Act 1979]
3. The application has not demonstrated in that the development is not within the public interest.  
[Section 4.15(1)(e) of the Environmental Planning and Assessment Act 1979].

## **City Services**

# **Local Transport Forum Meeting Minutes (November 2025)**

## **Draft November LTF Minutes (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 1**

**Number of Pages: 48**





## **LOCAL TRANSPORT FORUM MEETING**

### **MINUTES**

**6 NOVEMBER 2025**

Maitland City Council | Local Transport Forum Meeting Minutes



6 NOVEMBER 2025

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6 NOVEMBER 2025

## **PRESENT**

Cr Warrick Penfold – Councillor (Chairperson)  
Giovanna Kozary – State Member's Representative  
John Carey – Transport for NSW Representative  
William Ridley – Hunter Valley Buses  
Stephen Smith – Maitland City Council  
Brendan Moran – Maitland City Council  
Andrew McAdam – Maitland City Council  
Jalal Irfani – Maitland City Council  
Steven Roach – Maitland City Council  
Adam Franks – Maitland City Council (until 9.47am)  
Christina Devine – Maitland City Council (minute taker)

## **COMMENCEMENT**

The meeting was declared open at 9.33am.

### **1 ACKNOWLEDGEMENT OF COUNTRY**

### **2 APOLOGIES AND LEAVE OF ABSENCE**

Senior Constable Rodney Minter – Maitland Police Representative  
Kate Taylor – Maitland City Council

### **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 Transport Forum Meeting held 2 October 2025 and the minutes were hereby considered adopted on 16 October 2025.

### **4 BUSINESS ARISING FROM MINUTES**

6 NOVEMBER 2025

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## 5 LOCAL TRANSPORT FORUM REPORTS

### 5.1 NEW YEAR'S EVE 2025 - EVENT TRAFFIC AND TRANSPORT MANAGEMENT

**FILE NO:** 140/5

**ATTACHMENTS:**

1. New Years Eve Traffic Guidance Scheme 1 of 2
2. New Years Eve Traffic Guidance Scheme 2 of 2
3. New Years Eve Traffic Guidance Scheme (bump in TGS)

**AUTHOR:** Events Officer  
Traffic Management Officer  
Operations Manager Transport & Infrastructure Engineering

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#### EXECUTIVE SUMMARY

*An application has been received from Maitland City Council, who is hosting the 2025 New Year's Eve celebrations. This report details the proposed traffic management for the event, which includes temporary traffic management measures and temporary road closures as per the plans attached to this report.*

#### OFFICER'S RECOMMENDATION

That during the 2025 Maitland New Year's Eve celebrations:

1. The following temporary road closures (with associated traffic management) be approved:
  - From 6am Wednesday 31 December 2025 to 12pm midday, Thursday 1 January 2026:
    - Riverside Car Park.
    - St Andrews Street, Maitland, north of High Street (from the corner near the Belmore Hotel).
    - Stillsbury Lane, Maitland.
  - From 3pm Wednesday 31 December 2025 to 1am Thursday 1 January 2026:
    - High Street Maitland, eastbound lane from Belmore Road to just west of Church Street.
    - Drop off zone area installed westbound in High Street between Church Street and Belmore Road.
  - From 5pm Wednesday 31 December 2025 to 10.30pm Wednesday 31 December 2025:
    - The Levee Shared Zone - High Street between Elgin Street and Bourke Street.
    - Bulwer Street, north of Dransfield Lane to High Street.

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## NEW YEAR'S EVE 2025 - EVENT TRAFFIC AND TRANSPORT MANAGEMENT (Cont.)

**2. The following Traffic Management be approved:**

- **From 8.30pm Wednesday 31 December 2025 to 10pm Wednesday 31 December 2025:**
  - **Changed traffic conditions on Bulwer Street and Ken Tubman Drive to manage egress of vehicles from parking areas at the conclusion of the event.**

**3. The following traffic and parking management devices be installed:**

- a. **Temporary Bus Zones be installed on Ken Tubman Drive between High Street and Allan Walsh Drive, and Ken Tubman Drive between Church Street and Albion Street, Maitland.**
  - b. **Temporary "Resident Only Parking" signs in Denman Street, Maitland.**
- 4. The installation of the regulatory road closure devices and signs to affect the proposed temporary road closures and temporary traffic management be approved.**

**COMMITTEE RECOMMENDATION**

**That during the 2025 Maitland New Year's Eve celebrations:**

- 1. The following temporary road closures (with associated traffic management) be approved:**
  - **From 6am Wednesday 31 December 2025 to 12pm midday, Thursday 1 January 2026:**
    - **Riverside Car Park.**
    - **St Andrews Street, Maitland, north of High Street (from the corner near the Belmore Hotel).**
    - **Stillsbury Lane, Maitland.**
  - **From 3pm Wednesday 31 December 2025 to 1am Thursday 1 January 2026:**
    - **High Street Maitland, eastbound lane from Belmore Road to just west of Church Street.**
    - **Drop off zone area installed westbound in High Street between Church Street and Belmore Road.**
  - **From 5pm Wednesday 31 December 2025 to 10.30pm Wednesday 31 December 2025:**
    - **The Levee Shared Zone - High Street between Elgin Street and Bourke Street.**

6 NOVEMBER 2025

NEW YEAR'S EVE 2025 - EVENT TRAFFIC AND TRANSPORT MANAGEMENT (Cont.)

· **Bulwer Street, north of Dransfield Lane to High Street.**

**2. The following Traffic Management be approved:**

· **From 8.30pm Wednesday 31 December 2025 to 10pm Wednesday 31 December 2025:**

- **Changed traffic conditions on Bulwer Street and Ken Tubman Drive to manage egress of vehicles from parking areas at the conclusion of the event.**

**3. The following traffic and parking management devices be installed:**

- a. **Temporary Bus Zones be installed on Ken Tubman Drive between High Street and Allan Walsh Drive, and Ken Tubman Drive between Church Street and Albion Street, Maitland.**
- b. **Temporary "Resident Only Parking" signs in Denman Street, Maitland.**

**4. The installation of the regulatory road closure devices and signs to affect the proposed temporary road closures and temporary traffic management be approved.**



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NEW YEAR'S EVE 2025 - EVENT TRAFFIC AND TRANSPORT MANAGEMENT (Cont.)

## **Local Transport Forum Reports**

### **NEW YEAR'S EVE 2025 - EVENT TRAFFIC AND TRANSPORT MANAGEMENT**

#### **New Years Eve Traffic Guidance Scheme 1 of 2**

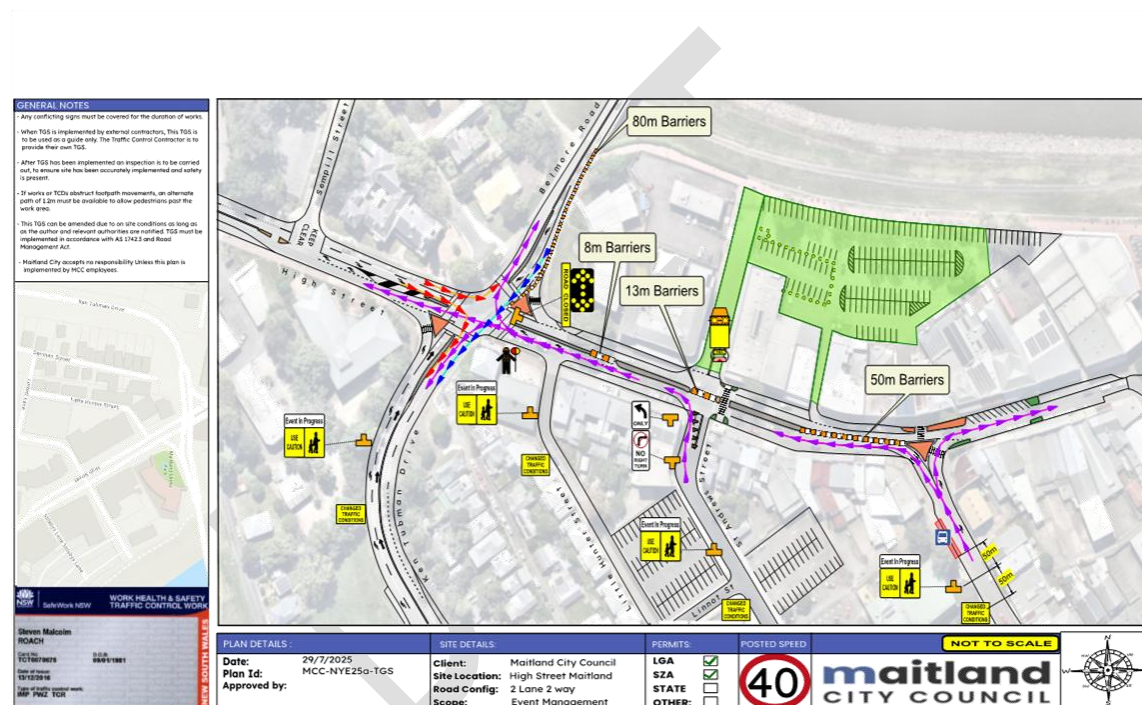
**Meeting Date: 6 November 2025**

**Attachment No: 1**

**Number of Pages: 1**

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NEW YEAR'S EVE 2025 - EVENT TRAFFIC AND TRANSPORT MANAGEMENT (Cont.)



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NEW YEAR'S EVE 2025 - EVENT TRAFFIC AND TRANSPORT MANAGEMENT (Cont.)

## **Local Transport Forum Reports**

### **NEW YEAR'S EVE 2025 - EVENT TRAFFIC AND TRANSPORT MANAGEMENT**

#### **New Years Eve Traffic Guidance Scheme 2 of 2**

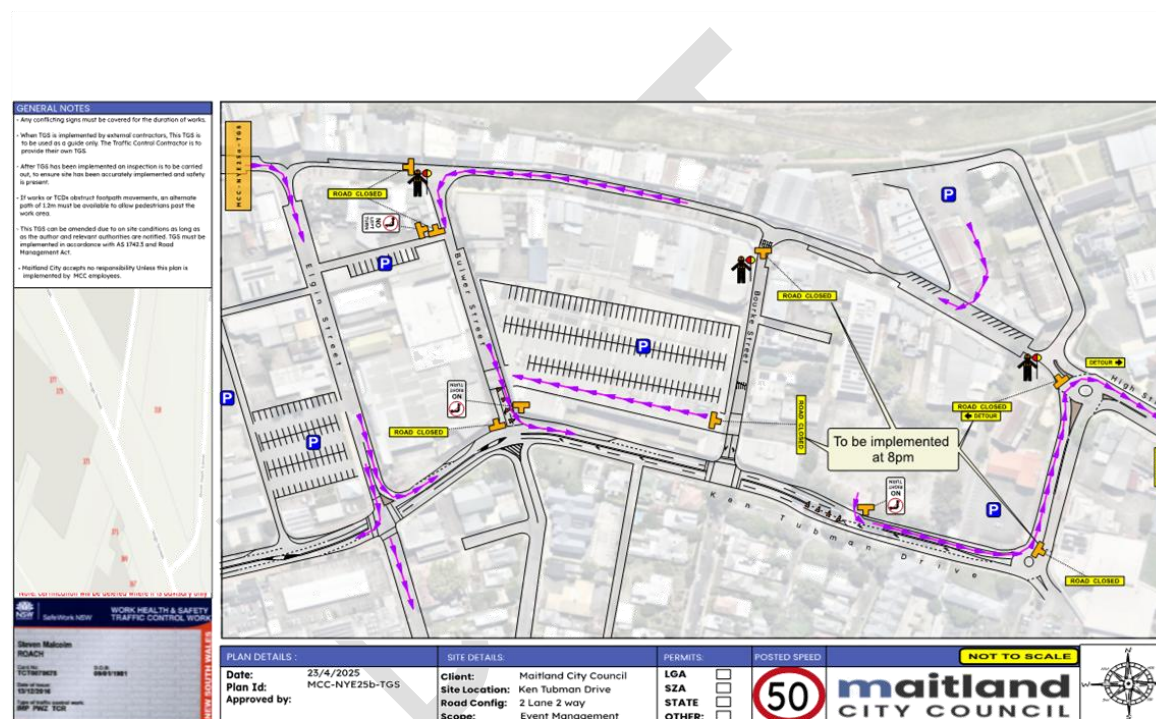
**Meeting Date: 6 November 2025**

**Attachment No: 2**

**Number of Pages: 1**

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CITY COUNCIL



6 NOVEMBER 2025

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NEW YEAR'S EVE 2025 - EVENT TRAFFIC AND TRANSPORT MANAGEMENT (Cont.)

## **Local Transport Forum Reports**

### **NEW YEAR'S EVE 2025 - EVENT TRAFFIC AND TRANSPORT MANAGEMENT**

#### **New Years Eve Traffic Guidance Scheme (bump in TGS)**

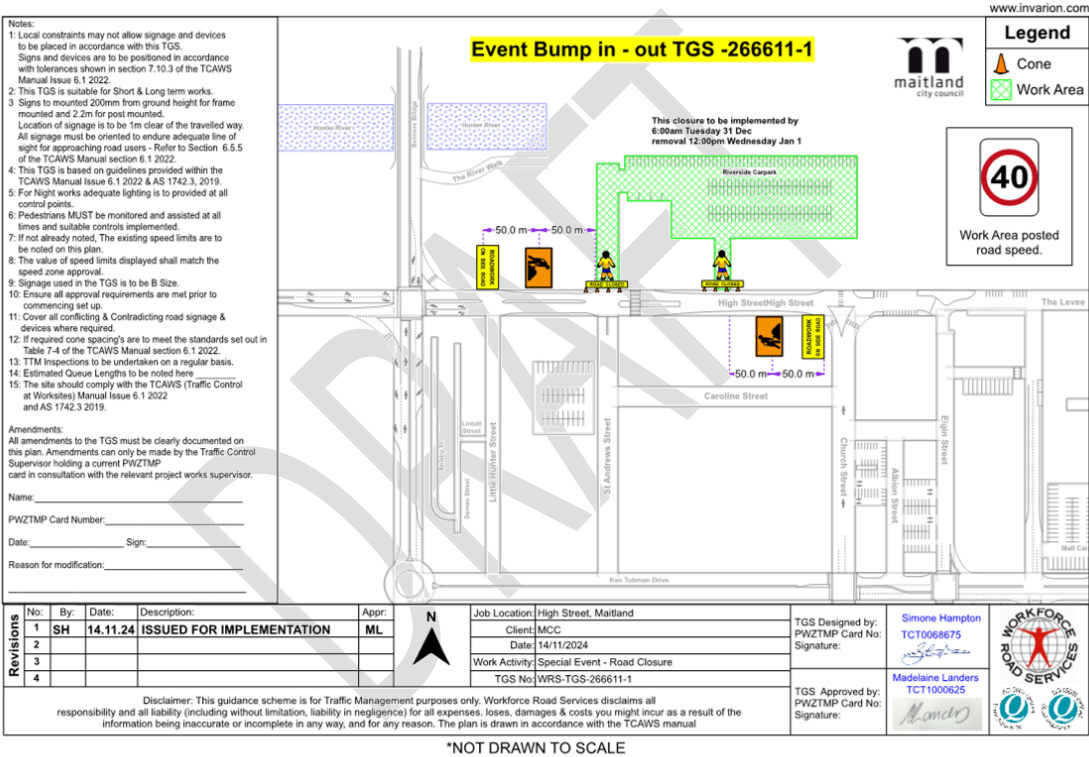
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**Attachment No: 3**

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NEW YEAR'S EVE 2025 - EVENT TRAFFIC AND TRANSPORT MANAGEMENT (Cont.)





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**5.2 PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD**

**FILE NO:** 140/5

**ATTACHMENTS:** 1. NHVR Permit\_1234100V1\_15May25  
2. Luskintyre Rd - B Double swept path

**AUTHOR:** Traffic Management Officer  
Operations Manager Transport & Infrastructure Engineering  
Manager Asset Strategy and Engineering

**EXECUTIVE SUMMARY**

*Approval is sought to request the rescinding of National Heavy Vehicle Regulator (NHVR) permit 1234100V1 for B-double use on Luskintyre Road, Luskintyre due to safety issues.*

**OFFICER'S RECOMMENDATION**

**THAT**

1. Council request the National Heavy Vehicle Regulator (NHVR) rescind permit number 1234100V1 for B-double use on Luskintyre Road, Luskintyre based on road safety at the northern most intersection of Luskintyre Road and Pywells Road.

**COMMITTEE RECOMMENDATION**

**THAT**

1. Council request the National Heavy Vehicle Regulator (NHVR) rescind permit number 1234100V1 for B-double use on Luskintyre Road, Luskintyre based on road safety at the northern most intersection of Luskintyre Road and Pywells Road.

6 NOVEMBER 2025

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PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)

## **Local Transport Forum Reports**

### **PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD**

**NHVR Permit\_1234100V1\_15May25**


**Meeting Date: 6 November 2025**

**Attachment No: 1**

**Number of Pages: 5**

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PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)



Permit number  
1234100V1

### B-Double Authorisation Permit

**Heavy Vehicle National Law**  
This Permit is issued under the provisions of Section 143 of the Heavy Vehicle National Law for the operation of a Class 2 vehicle (as defined in this Permit) subject to the conditions set out in this Permit and any attachments.

#### Permit details

This Permit is issued to  
[REDACTED]

Address  
[REDACTED]

Type  
B-Double

Vehicle configuration and description  
B-Double  
Combination (up to 9 axles)

**Permit period**  
Start date  
15-May-2025

End date  
04-May-2028


continued on next page...

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6 NOVEMBER 2025

PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)



Permit number  
1234100V1

Vehicle details

Vehicle dimensions

Length  
Up to 25m/26m

Height  
Up to 4.3m

GCM must not exceed manufacturer's specifications

continued on next page...


**DRAFT**

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## PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)



**Permit number**  
1234100V1

**Authorised Routes**

Turn by turn description

1234100r1v1 - Single Route  
  
Start: [REDACTED]  
Luskintyre Road, [Lambs Valley - Lochinvar]  
Windermere Road, Lochinvar  
End: Approved B-Double Network, New England Highway, Lochinvar NSW

**Road conditions**

**Maitland City Council**

(1) RI06 - Position of travel - Road

The heavy vehicle must remain on the sealed sections of the road and avoid travelling off the edge (except in cases of emergency).

**Regulator**

(1) G003 -

You may be required under another law to obtain consent or approval from a Third Party entity. These approvals must be carried and produced on request by an authorised officer. In this section Third Party entity usually include the following -

- (a) police especially with respect to the movement of vehicles which exceed dimension requirements due to the potential risks to other road users and possible need for police assistance to control traffic
- (b) rail infrastructure managers the movement of oversize/overmass heavy vehicles across level crossings or restricted access vehicles near rail infrastructure may create risks that need to be managed
- (c) utilities restricted access vehicles may have adverse effects on utilities infrastructure with over height vehicles and telecommunications/power lines being a common concern
- (d) private road owners allowing public access toll roads, ports, airports, hospitals and private estates are potential examples where those road owners, who may not be road managers for the purpose of the HVNL, also need to grant consent to the use of restricted access vehicles
- (e) forestry agencies roads owned by governmental agencies can possess different characteristics that may pose risks not found on typical roads and if the government agency is not a road manager for the purpose of the HVNL may require special consideration to manage risks arising from the use of restricted access vehicles on these roads.

**Transport for New South Wales (TfNSW)**

(1) 25m B-double Network Map - Compliance with conditions as stated on the 25m B-double GML/CML and HML Network maps available at <https://maps.nhvr.gov.au>.

**Travel conditions**

**Maitland City Council**

(1) TI01 -

Direction of travel - Travel


The heavy vehicle may only enter and exit properties from council roads in forward direction. However the

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PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)



Permit number  
1234100V1

operator may reverse into a property once all reasonable steps are taken to ensure safety risks to the general public and other road users are mitigate. This can be achieved by an accredited traffic control method and a corresponding approved transport management plan.

**Transport for New South Wales (TfNSW)**

(1) R114 - The intersection of New England Highway and Windermere Road, Maitland.  
Left turn movement onto New England Highway from Windermere Road is Approved.  
Right turn movement onto New England Highway from Windermere Road is Approved.  
Left turn movement onto Windermere Road from New England Highway is Prohibited.  
Right turn movement onto Windermere Road from New England Highway is Approved.

**Vehicle conditions**

**Regulator**

(1) LE07 - The driver and operator of the B-double must comply with all conditions, except conditions relating to stated routes or networks, set out in the National Class 2 Heavy Vehicle B-double Authorisation (Notice) including the schedule for a participating jurisdiction when the vehicle is being used in the jurisdiction to which that schedule applies.

(2) LE12 - A B-double may be up to 26.0m long provided the vehicle meets Schedule 6 Section 3 (3) of the Heavy Vehicle (Mass, Dimension and Loading) National Regulation.

(3) LEOL - Other Laws and Legislation

Nothing within this permit exempts the driver or operator of the permitted heavy vehicle from complying with legislation regulating the use of heavy vehicle. This includes but is not limited to conditions applied within the vehicles registration, compliance with sign posted restrictions, traffic law or compliance with lawful directions of authorised officer.

*continued on next page...*


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## PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)



Permit number  
 1234100V1

The driver of the heavy vehicle who is driving a vehicle that is subject to a permit issued under the HVNL must keep a copy of the permit for the exemption in the driver's possession.

The driver or operator of a heavy vehicle being used on a road that is subject to a permit issued under the HVNL must not contravene a condition of the permit.

The driver or operator must comply with the provisions of the Heavy Vehicle (Mass, Dimension and Loading) National Regulation unless anything contrary is applied within this permit.

It is an offence to operate a vehicle at a mass limit greater than indicated by an official traffic sign.

**Declaration**

Signed:

NHVR Delegate

Dated: 15-May-2025

Associated documents

N/A

**Disclaimer:**  
 The National Heavy Vehicle Regulator (NHVR) accepts no liability for any errors or omissions and gives no warranty or guarantee that the material, information, maps or publications made accessible are accurate, complete, current or fit for any use whatsoever. The information contained within the NHVR Route Planner online map system is subject to change without notice.

NHVR accepts no liability for the information provided within the authorised route as part of this exemption/authorisation. The operator must ensure prior to travel that the roads/areas/networks listed in the authorised route are still current and accessible as the approved network is subject to change at any given time.

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END OF DOCUMENT

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PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)

## **Local Transport Forum Reports**

### **PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD**

#### **Luskintyre Rd - B Double swept path**

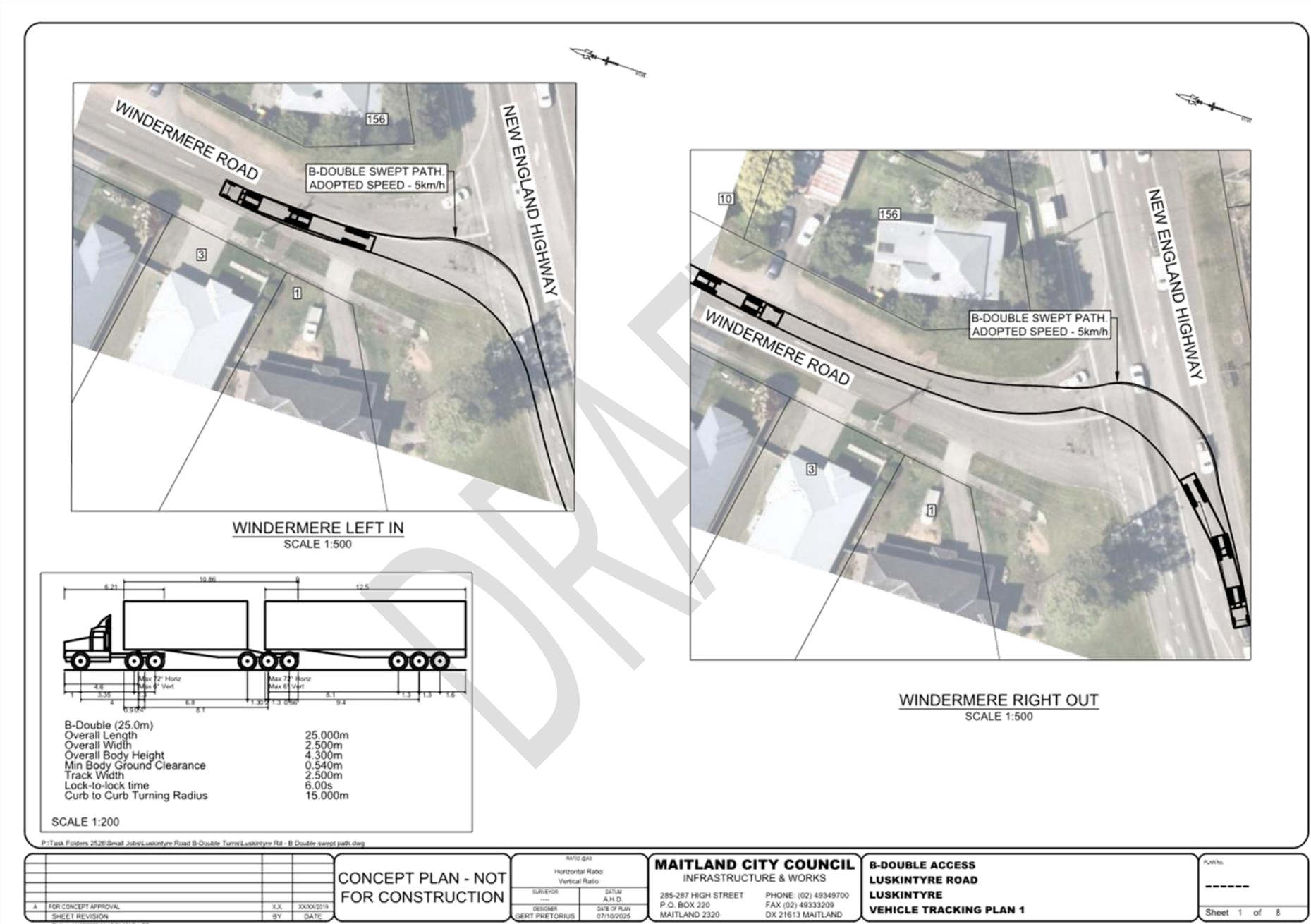
**Meeting Date: 6 November 2025**

**Attachment No: 2**

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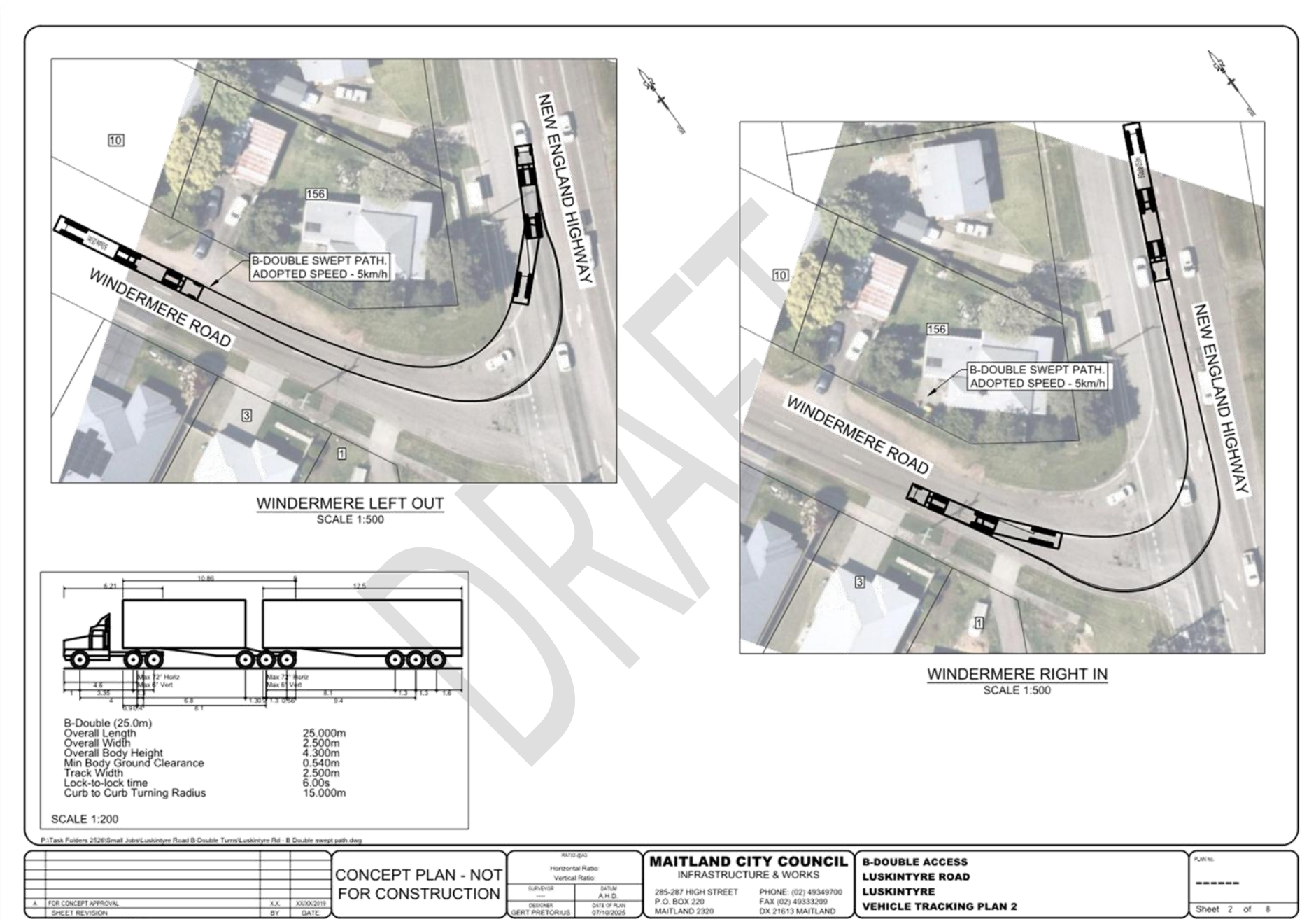
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PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)



6 NOVEMBER 2025

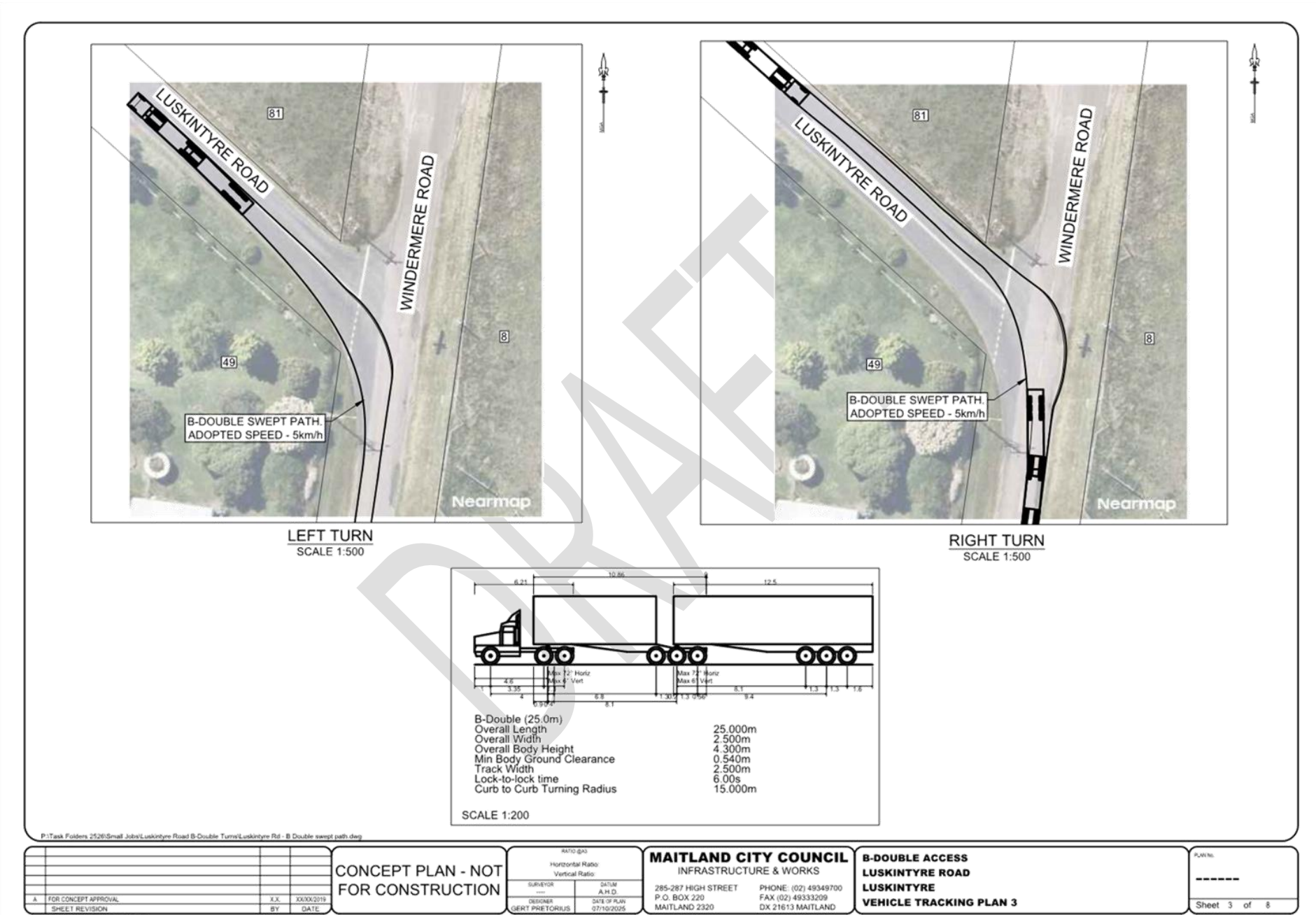
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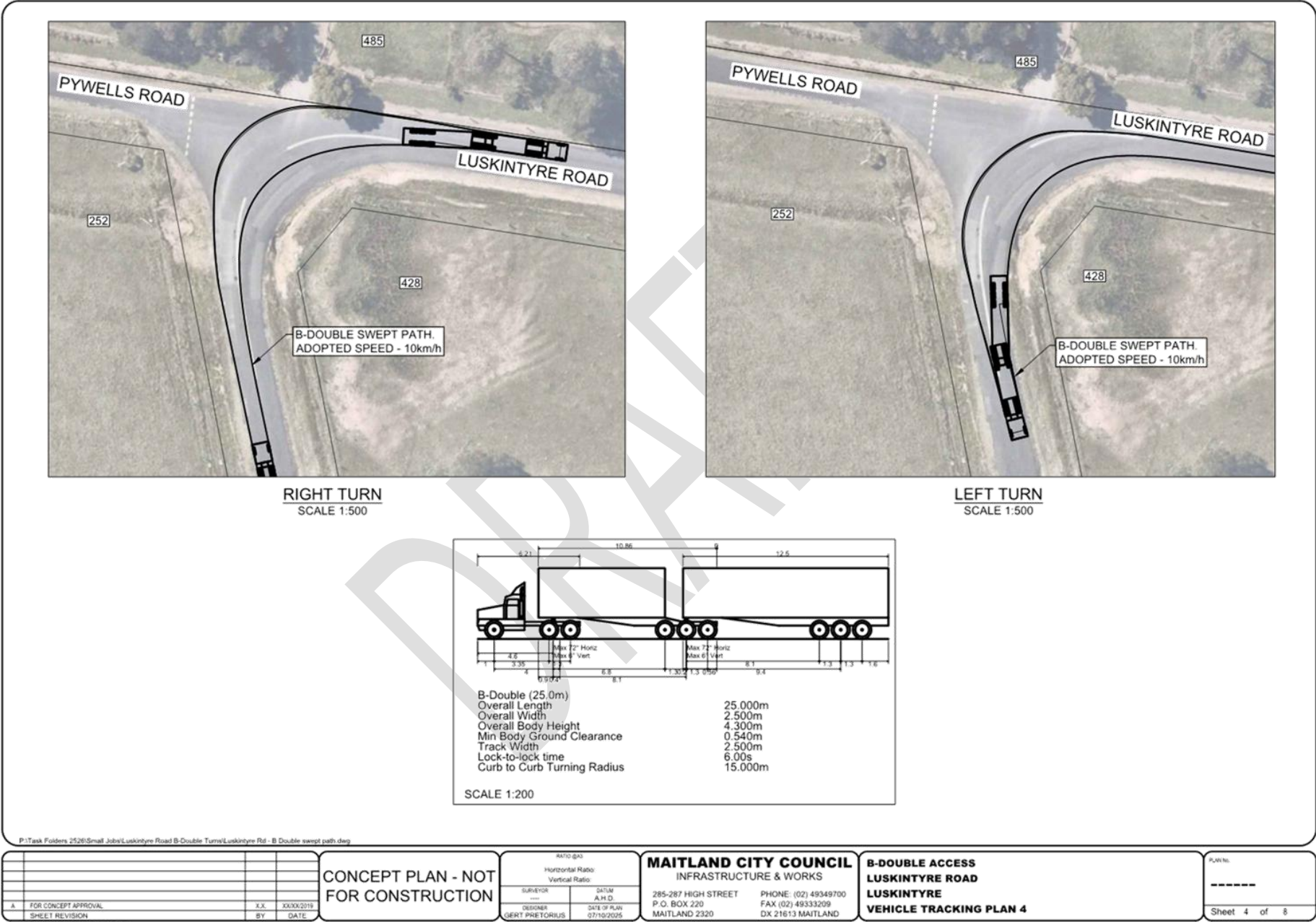
6 NOVEMBER 2025

PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)



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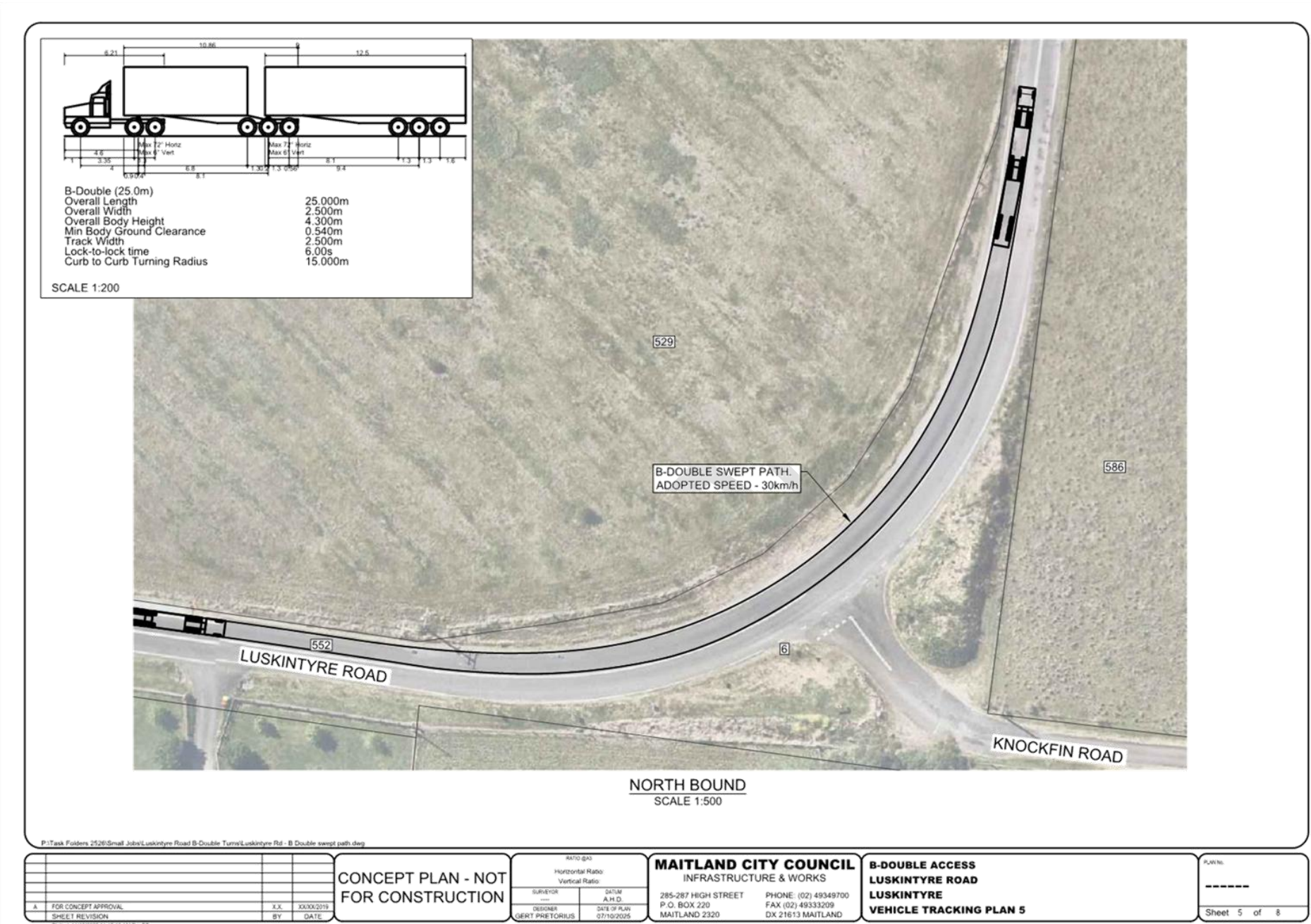
PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)





6 NOVEMBER 2025

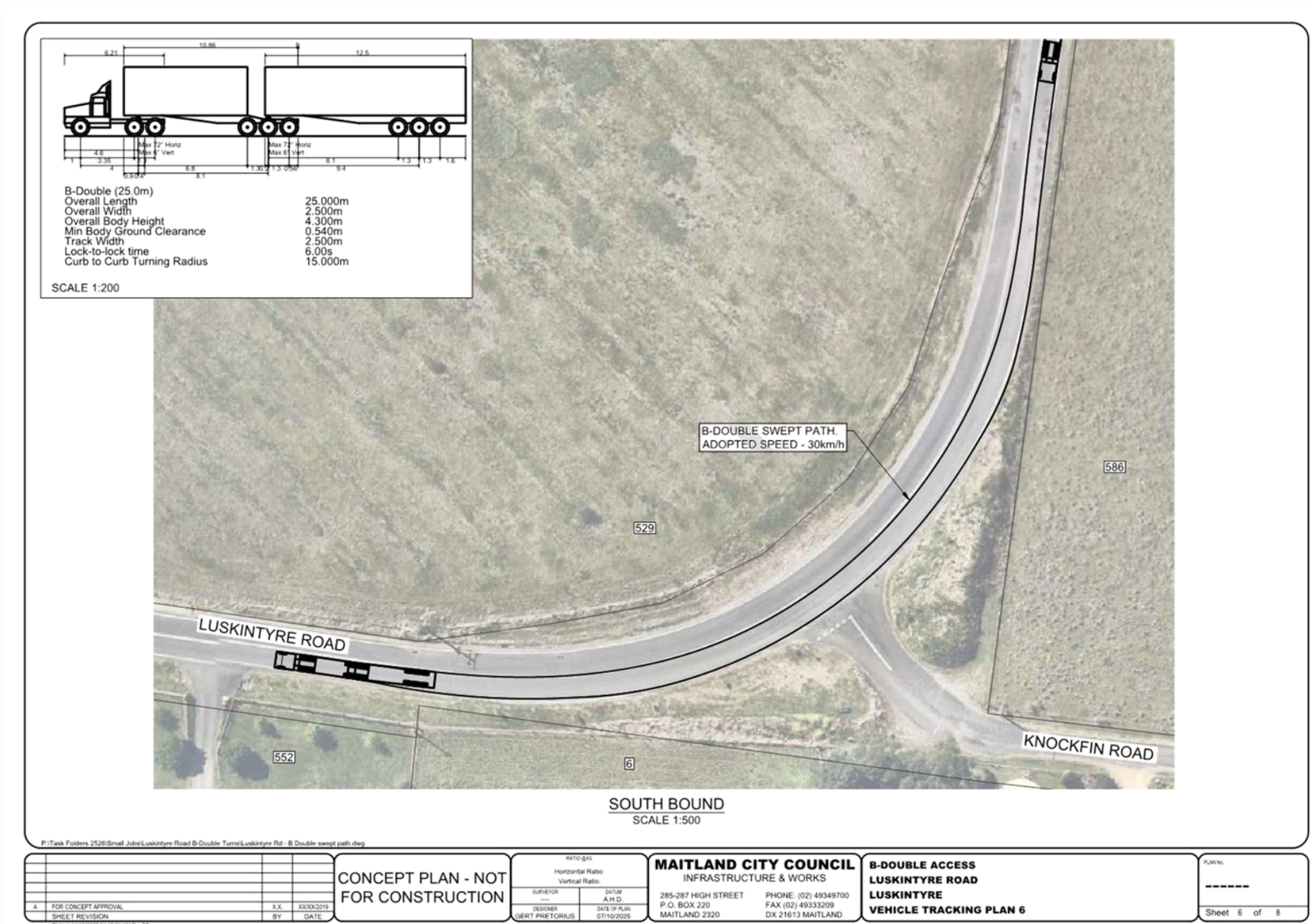
PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)





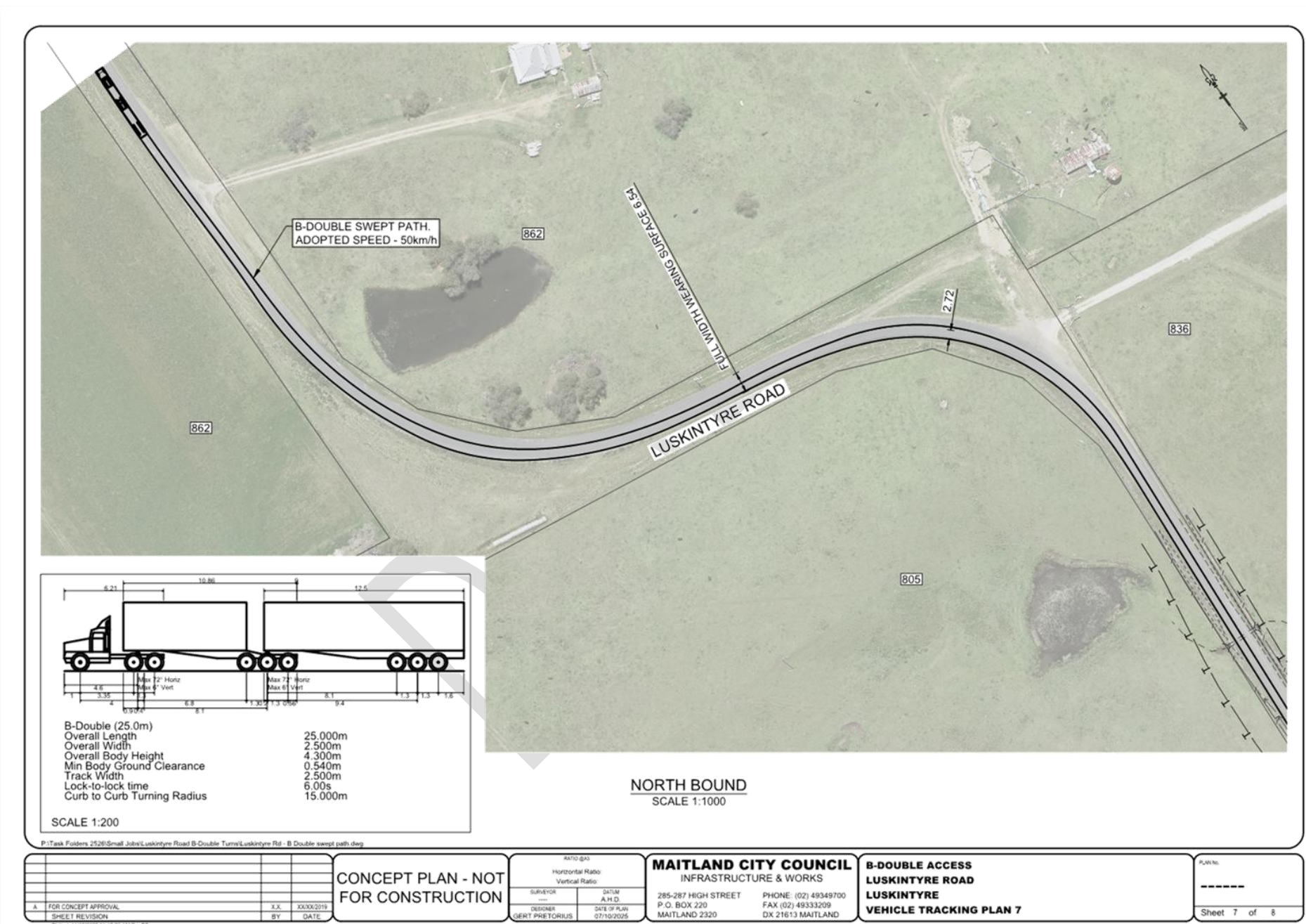
6 NOVEMBER 2025

PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)



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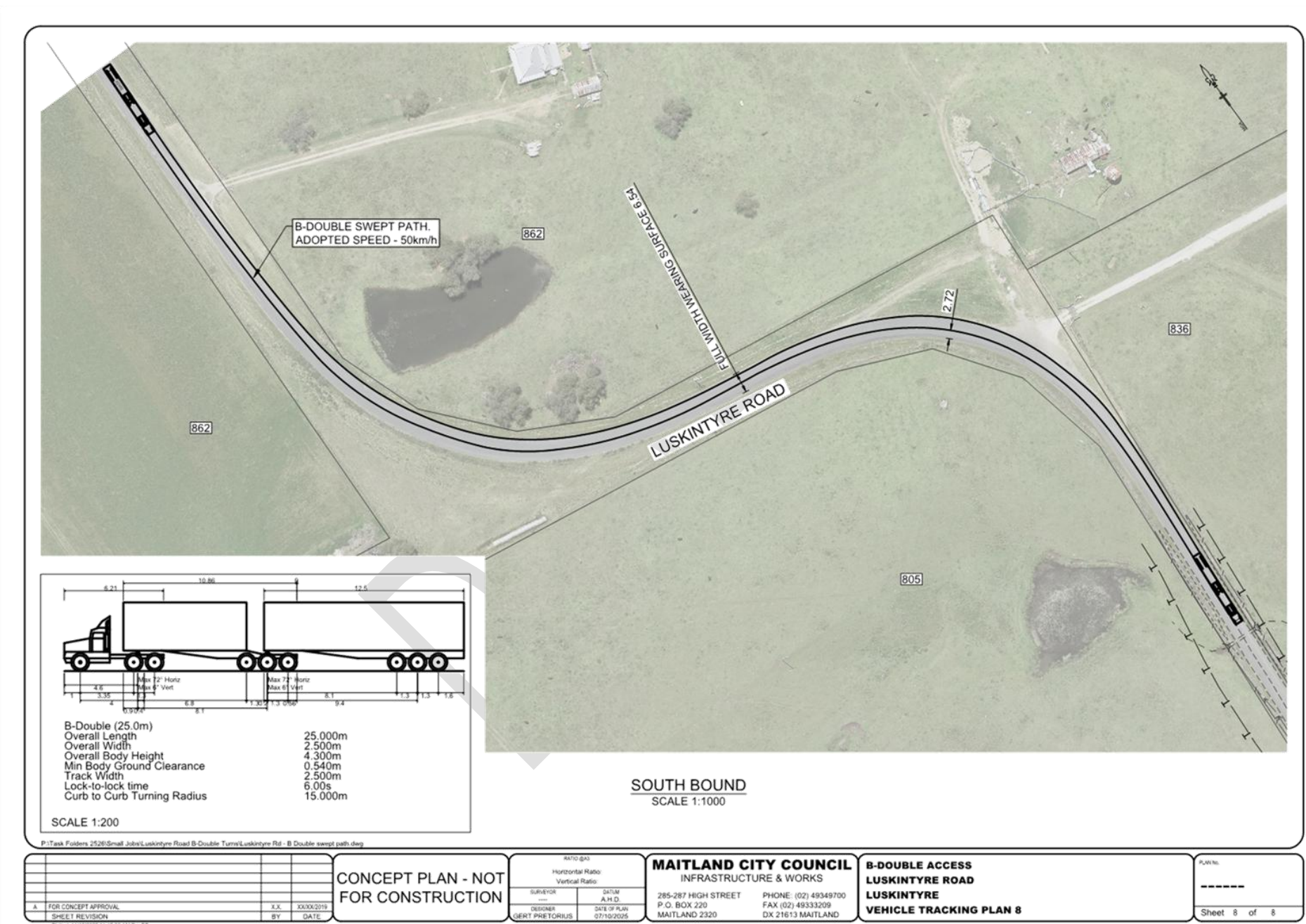
PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)





6 NOVEMBER 2025

PROPOSED REMOVAL OF PRE EXISTING NHVR PERMIT ON LUSKINTYRE ROAD (Cont.)



6 NOVEMBER 2025

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**5.3 KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION**

**FILE NO:** 140/5

**ATTACHMENTS:**

1. McKeachies Sportsground Line Marking Plan
2. East Maitland Remembrance Day service
3. Central Maitland Remembrance Day service
4. Domestic Violence March TGS

**AUTHOR:** Traffic Management Officer  
Operations Manager Civil Maintenance

---

**EXECUTIVE SUMMARY**

*In accordance with the issue of the Prescribed Traffic Control Device Authorisation on behalf of Transport for NSW by the Secretary of the Department of Transport dated 21 July 2025, the following report presents those items which have been undertaken utilising this delegated authority and is tabled for the keeping of records of works carried out under this instrument.*

**OFFICER'S RECOMMENDATION****THAT**

1. In accordance with Schedule 4, Condition 4 of the Prescribed Traffic Control Device Authorisation dated 21 July 2025, the following items are tabled for the keeping of records as works that have been carried out by Council under this instrument:
  - a. Implementation of No Stopping Zones (yellow line marking on corners) to increase sight distance during sporting events at the following intersections:
    - a) Redgum Avenue and Coolabah Street.
    - b) Redgum Avenue and Paperbark Parade.
    - c) Redgum Avenue and Olearia Way.
    - d) Redgum Avenue and Heath Avenue.
    - e) Redgum Avenue and Peppermint Street.
    - f) Peppermint Street and Olearia Way.
    - g) Peppermint Street and Coolabah Street.
  - b. Notification of upcoming events
    - East Maitland Remembrance Day service
    - Central Maitland Remembrance Day service
    - Domestic Violence March

6 NOVEMBER 2025

KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION (Cont.)

#### **COMMITTEE RECOMMENDATION**

##### **THAT**

**1. In accordance with Schedule 4, Condition 4 of the Prescribed Traffic Control Device Authorisation dated 21 July 2025, the following items are tabled for the keeping of records as works that have been carried out by Council under this instrument:**

**a. Implementation of No Stopping Zones (yellow line marking on corners) to increase sight distance during sporting events at the following intersections:**

- a) Redgum Avenue and Coolabah Street.**
- b) Redgum Avenue and Paperbark Parade.**
- c) Redgum Avenue and Olearia Way.**
- d) Redgum Avenue and Heath Avenue.**
- e) Redgum Avenue and Peppermint Street.**
- f) Peppermint Street and Olearia Way.**
- g) Peppermint Street and Coolabah Street.**

**b. Notification of upcoming events**

- East Maitland Remembrance Day service**
- Central Maitland Remembrance Day service**
- Domestic Violence March**

6 NOVEMBER 2025

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KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF  
THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION (Cont.)

## **Local Transport Forum Reports**

# **KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION**

## **McKeachies Sportsground Line Marking Plan**

**Meeting Date: 6 November 2025**


**Attachment No: 1**

**Number of Pages: 3**

## SCOPE OF WORKS

Implementation of NS zones to manage sight distance around bends during sporting events.

## Project Description



## SHEET SCHEDULE

- COVER SHEET - LOCALITY PLAN
- WORK AREA LAYOUT PLAN

### DOCUMENT CONTROL

RELEASE DETAILS	By	CHK'd	Date
A CONCEPT PLAN			22/10/2025

### LOCALITY PLAN

### RELEASE APPROVAL

These Plans comply to the PIB & specified requirements.	Design Officer
These plans satisfy the requirements of the PIB for construction.	Operations Manager Design and Project
Approval is granted for the release of these plans.	Manager Engineering & Design
Approval is granted for the delivery of the works in accordance with these plans.	Manager Capital Works Delivery
Approval is granted for the construction of the works in accordance with these plans.	Manager Works

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### STATUS

CONCEPT PLAN

### MAITLAND CITY COUNCIL CITY SERVICES

APPROVED	SIGNED
S. Roach	A.H.D.
SFR-55793	

265 HIGHT STREET  
PO BOX 207  
MAITLAND 2320

PHONE: (02) 49549700  
FAX: (02) 49333209  
DX 26333 MAITLAND

### PLAN No.

Sheet 1 of 1

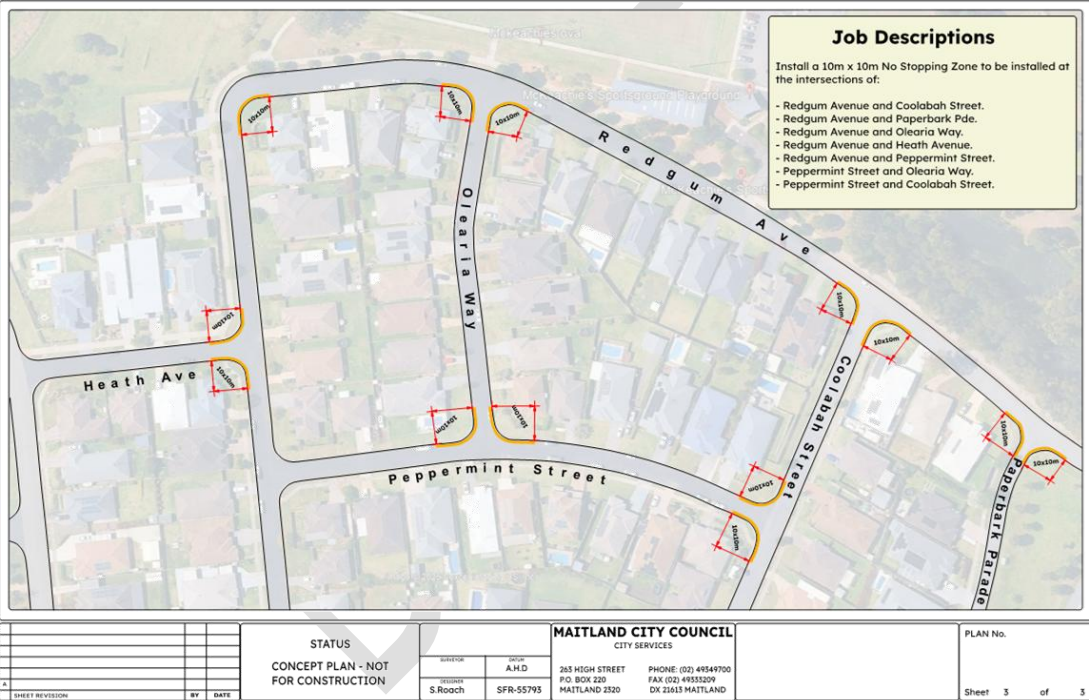


## Maitland City Council | Local Transport Forum Meeting Minutes

P322 **maitland**  
CITY COUNCIL

6 NOVEMBER 2025

KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION (Cont.)



6 NOVEMBER 2025

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KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF  
THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION (Cont.)

## **Local Transport Forum Reports**

# **KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION**

## **East Maitland Remembrance Day service**

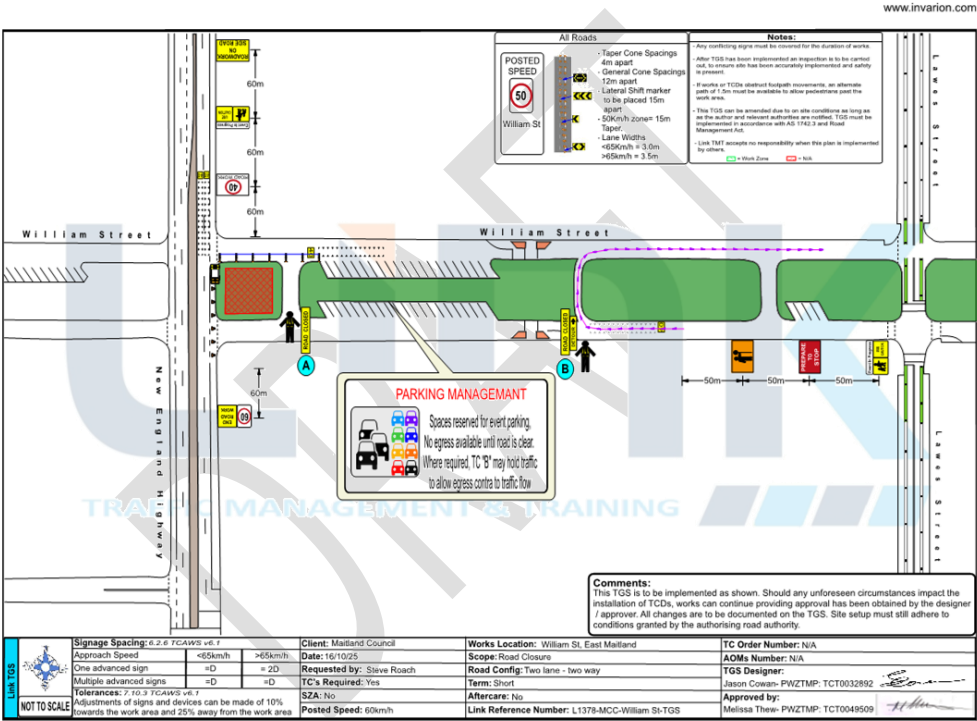
**Meeting Date: 6 November 2025**

**Attachment No: 2**

**Number of Pages: 1**

6 NOVEMBER 2025

KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION (Cont.)



6 NOVEMBER 2025

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KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF  
THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION (Cont.)

## **Local Transport Forum Reports**

# **KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION**

## **Central Maitland Remembrance Day service**

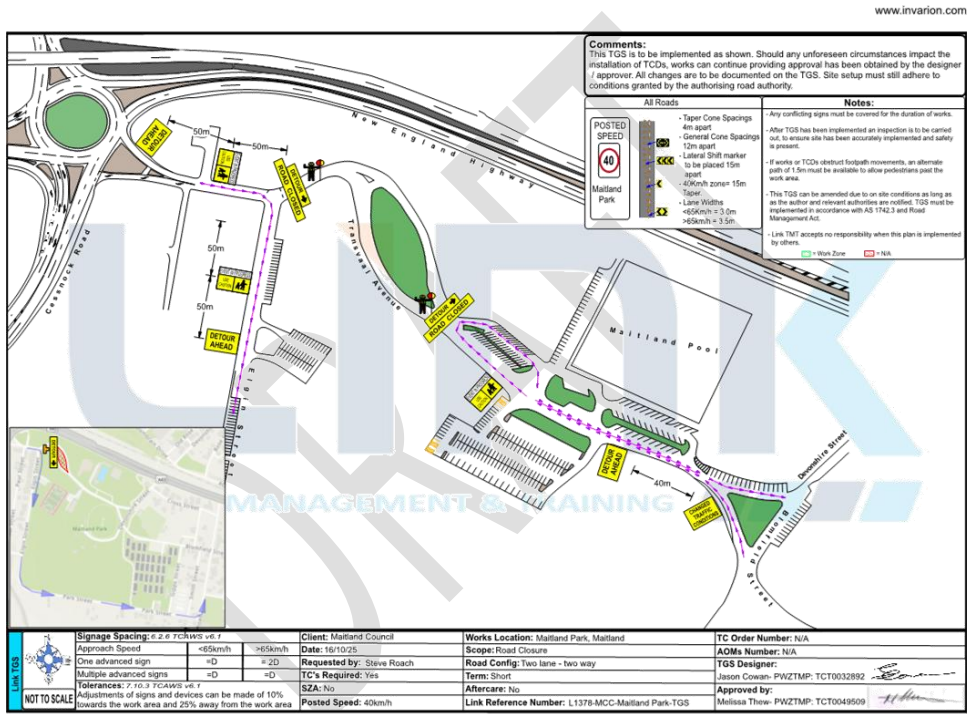
**Meeting Date: 6 November 2025**

**Attachment No: 3**

**Number of Pages: 1**

6 NOVEMBER 2025

KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION (Cont.)





6 NOVEMBER 2025

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KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF  
THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION (Cont.)

## **Local Transport Forum Reports**

# **KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION**

## **Domestic Violence March TGS**

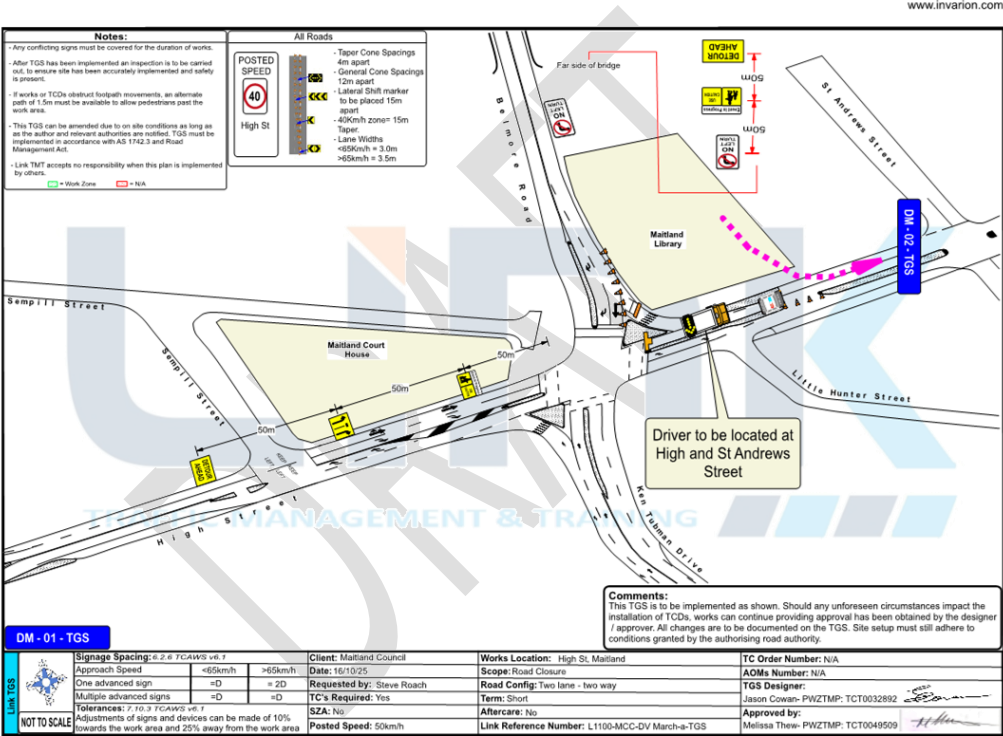
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**Attachment No: 4**

**Number of Pages: 3**

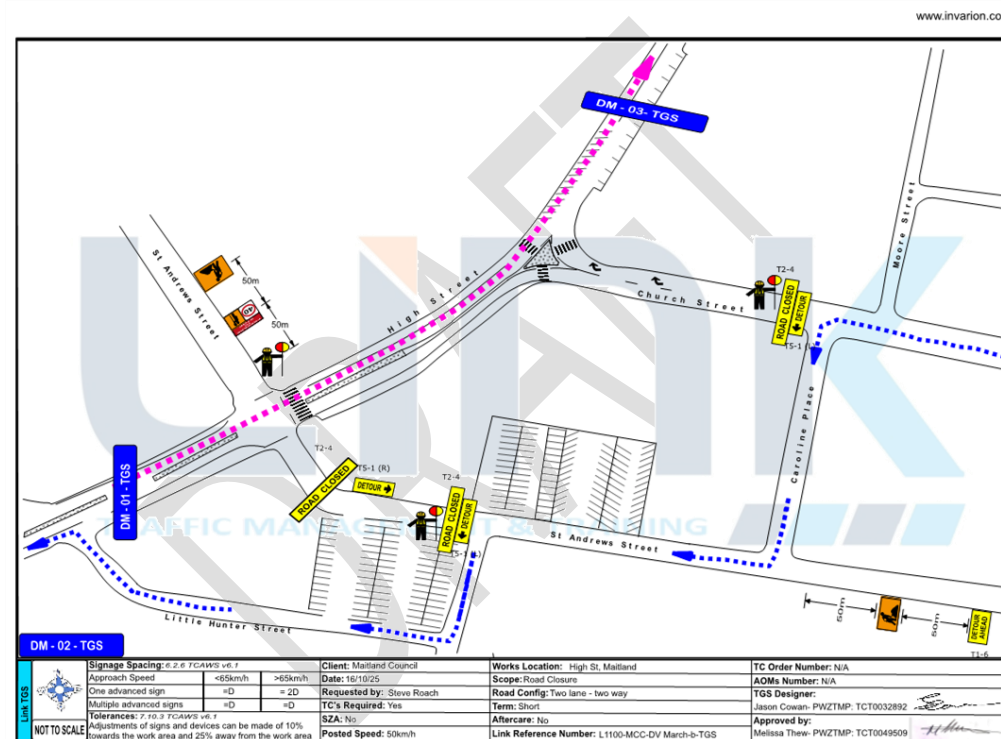
6 NOVEMBER 2025

KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION (Cont.)



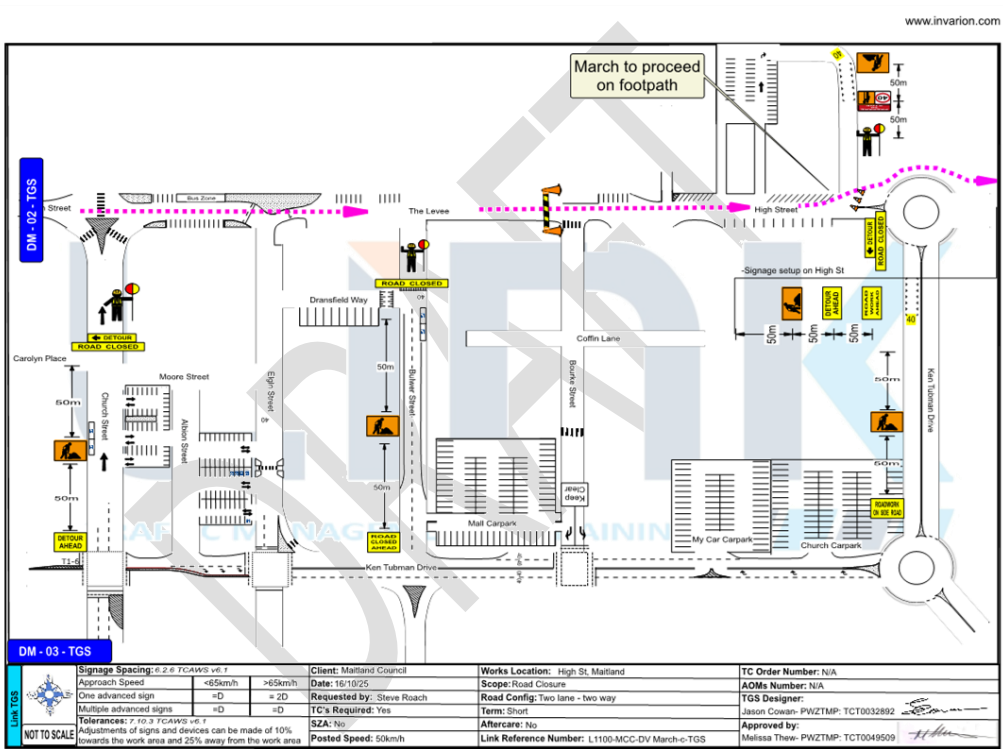
6 NOVEMBER 2025

KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION (Cont.)



6 NOVEMBER 2025

KEEPING OF RECORDS NOTIFICATION OF USE OF PRESCRIBED TRAFFIC DEVICES UNDER CONDITION 4 OF THE PRESCRIBED TRAFFIC CONTROL DEVICE AUTHORISATION (Cont.)



6 NOVEMBER 2025

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#### 5.4 LATE ITEM - LEE STREET MAITLAND - EVENT TRAFFIC MANAGEMENT

**FILE NO:** 2025/444153  
**ATTACHMENTS:** 1. The Little Day Out - Traffic Guidance Scheme  
**AUTHOR:** Steven Roach - Traffic Management Officer  
Brendan Moran - Operations Manager Transport & Infrastructure Engineering

---

##### EXECUTIVE SUMMARY

*The owner of The Pourhouse Bar in High Street, Maitland is seeking approval to temporarily close a section of Lee Street adjacent to the bar premises for the running of Little Day Out - Music Festival. It is proposed to close Lee Street Shared Zone from Friday 23 January to Sunday 25 January 2026 for the running of the event.*

##### OFFICER'S RECOMMENDATION

###### THAT

1. Lee Street, Maitland Shared Zone be temporarily closed to vehicular traffic from 6pm Friday, 23 January 2026 to 10am Sunday, 25 January 2026 to set up and conduct 'The Pourhouse - Little Day Out' event.

##### COMMITTEE RECOMMENDATION

###### THAT

2. Lee Street, Maitland Shared Zone be temporarily closed to vehicular traffic from 6pm Friday, 23 January 2026 to 10am Sunday, 25 January 2026 to set up and conduct 'The Pourhouse - Little Day Out' event.

6 NOVEMBER 2025

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## **Local Transport Forum Reports**

### **LATE ITEM - LEE STREET MAITLAND - EVENT TRAFFIC MANAGEMENT**

### **The Little Day Out - Traffic Guidance Scheme**

**Meeting Date: 6 November 2025**

**Attachment No: 1**

**Number of Pages: 1**



6 NOVEMBER 2025

**WORK HEALTH & SAFETY**  
TRAFFIC CONTROL WORK

**NEW SOUTH WALES**

**Casey-lee WHITE**  
TCT0012342  
15/05/1982  
25/10/19  
Casey-lee White  
25/10/19

**GENERAL NOTES**

- Any conflicting signs must be covered for the duration of works.
- When TGS is implemented by external contractors, This TGS is to be used as a guide only. The Traffic Control Contractor is to provide their own TGS.
- After TGS has been implemented an inspection is to be carried out, to ensure site has been accurately implemented and safety is present.
- If works or TCDs obstruct footpath movements, an alternate path of 1.2m must be available to allow pedestrians past the work area.
- This TGS can be amended due to on site conditions as long as the author and relevant authorities are notified. TGS must be implemented in accordance with AS 1242.3 and Road Management Act.
- Network Traffic accepts no responsibility unless this plan is implemented by NTM employees.

**PLAN DETAILS:**  
Date: 4/11/20205  
Plan Id: TPH-001-TGS  
Approved by: Chantelle Garside TCT0012795  
Signature:

**SITE DETAILS:**  
Client: The Pour House  
Site Location: Lee St Maitland  
Road Config: 2 Lane 2 way  
Scope: Event Planning

**NOT TO SCALE**

**PERMITS:**  
LGA ☒  
SZA ☒  
STATE ☐  
OTHER: ☐

**POSTED SPEED:**  
50

**Location QR Code**

6 NOVEMBER 2025

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## 6 GENERAL BUSINESS

**FILE NO:** 140/5  
**ATTACHMENTS:** Nil  
**AUTHOR:** Support Officer Engineering & Design  
Operations Manager Transport & Infrastructure Engineering

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### 6.1 MOTORHOME PARKING SIGNAGE – HAROLD GREGSON PARK

#### QUERY/ DETAILS

- The Councillor representative raised concerns regarding the absence of time-limit signage for motorhome parking at Harold Gregson Park.
- Although internally known, the three-night stay limit is not currently reflected on public signage.

#### ACTION/ OUTCOME

- Council will investigate the matter and report back at the next LTF meeting.

### 6.2 MOTORCYCLE PARKING IN MAITLAND LGA

#### QUERY/ DETAILS

- A recent motorcycle forum successfully established a working group.
- The group will convene in two to three weeks, with the initial agenda item focused on the lack of designated motorcycle parking within the Maitland LGA.

#### ACTION/ OUTCOME

- The Councillor representative will provide an update on the outcomes of the working group's meeting.

### 6.3 LTF MEETING SCHEDULE – CHRISTMAS PERIOD

#### QUERY/ DETAILS

- Council proposed that following the December meeting (held on the first Thursday of the month), the January meeting does not occur as it falls on a Public Holiday. The next LTF meeting will then be February 2026.
- It was noted that urgent matters arising during this period may be addressed under the Mayor's delegations if required.

#### ACTION/ OUTCOME

6 NOVEMBER 2025

- The proposal to not hold the January LTF meeting was supported by the Forum.

#### **6.4 FINES ACT 2024 – LEGISLATIVE UPDATE**

##### **QUERY/ DETAILS**

- Council provided an update on changes to the Fines Act 2024, as introduced by Revenue NSW.
- Councils are now required to publish parking fine statistics on their websites, including:
  - Total fines issued
  - Fines issued with immediate notification vs. post-event
  - Number of fines cancelled
  - Number of fines containing errors

##### **ACTION/ OUTCOME**

- Council will present Maitland City Council's relevant statistics at the next LTF meeting.

#### **6.5 UNREGISTERED TRAIL BIKES – COMMUNITY CONCERNS**

##### **QUERY/ DETAILS**

- The Local State MP representative conveyed community concerns regarding unregistered trail bikes operating on public roads and riders not wearing helmets.
- Problem areas include Elizabeth Street (Telarah), Aberglasslyn Road (Rutherford), Herron Close Park (Ashtonfield), and Weblands Street Reserve.
- Council noted that footage from illegal dumping cameras capturing identifiable trail bikes is being forwarded to NSW Police.

##### **ACTION/ OUTCOME**

- Residents are encouraged to report incidents to NSW Police and provide any identifying images or footage.

#### **6.6 VEGETATION MAINTENANCE – NEW ENGLAND HIGHWAY**

##### **QUERY/ DETAILS**

- The Local State MP representative raised a resident's concern about vegetation encroaching onto the bitumen along the New England Highway.

##### **ACTION/ OUTCOME**

6 NOVEMBER 2025

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- Council confirmed mowing is scheduled for the upcoming weekend, with additional weed and vegetation maintenance planned for road edges and medians in the lead-up to Christmas.

#### **6.7 DRIVER BEHAVIOUR – HUNTER VALLEY GRAMMAR SCHOOL**

##### **QUERY/ DETAILS**

- A resident's concerns were raised by the Local State MP representative regarding illegal parking in public bus zones on Norfolk Street, Ashtonfield, and general driver behaviour around Hunter Valley Grammar School.
- The resident has engaged with the school principal and Council's Road Safety Officer regarding ongoing issues.

##### **ACTION/ OUTCOME**

- Council will continue monitoring the area and collaborate with the school and NSW Police to address and improve traffic-related concerns.

6 NOVEMBER 2025

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## **7 CLOSURE**

The meeting was declared closed at 10.28am.

DRAFT

# **City Services**

## **Community Infrastructure Strategy**

### **Community Infrastructure Strategy (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 1**

**Number of Pages: 28**





Creating shared places and spaces to connect, socialise and thrive

# Community Infrastructure Strategy

2025–2045

**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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Community Infrastructure Strategy | 2025-2045



Mayor Philip Penfold



General Manager Jeff Smith

### A message from our Mayor and General Manager

Maitland sits in the heart of the Hunter, and at the heart of Maitland is its community. Council plays a pivotal role in providing community infrastructure, which are the places, spaces and facilities that help create a connected city with thriving communities.

Family-friendly, future-focused and welcoming, Maitland is more than just a place to live, it's a place to build, play, grow and succeed. As we look to the future, we need to make sure we're planning for flexible and multi-use spaces that provide our growing community with opportunities to connect, socialise and thrive.

Community infrastructure is an important foundation for our community and it's more than just buildings. Community infrastructure includes our open spaces, playspaces, aquatic centres, public toilets and sports facilities. While the Community Infrastructure Strategy doesn't include our roads and paths, it will link closely with our Integrated Transport Strategy and Active Transport Plan to ensure we're building a more connected city.

We talked with you, our community, and we heard that our green and open spaces, recreation spaces, parks, sports facilities and aquatic centres are important to you. This was a key driver for us to develop Maitland's first Community Infrastructure Strategy with a focus on planning and delivering the community infrastructure that matters most to you, in an achievable and sustainable way.

There are challenges and opportunities that we experience in planning and delivering community infrastructure. As we experience significant growth in our region, the wants and needs of our community shift and grow as well. Our community infrastructure portfolio also grows, meaning we need to balance the management and maintenance of existing infrastructure with planning and delivering new infrastructure. Through this strategy, Council is taking a renewed focus on long-term planning and shifting from reactive to proactive provision of community infrastructure.

The Community Infrastructure Strategy serves as a roadmap to improve community wellbeing, preserve and enhance green spaces and create a connected city with thriving communities.

Community Infrastructure Strategy | 2025-2045



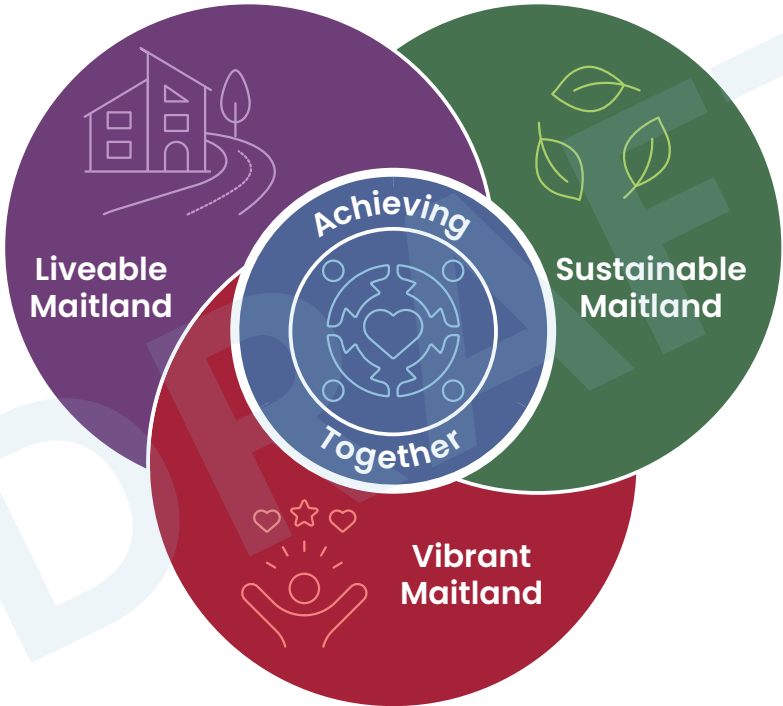
Our shared vision: A connected city with thriving communities

# Introduction to our strategy

### Purpose

The Community Infrastructure Strategy (CIS) provides a pragmatic, feasible, achievable roadmap for the equitable long-term provision (20 years) of community infrastructure over which Council has primary responsibility, plays a role in delivering, or seeks to advocate for on behalf of the community.

The CIS guides a holistic, integrated and evidence-based approach to the prioritisation, planning, design and provision of community infrastructure to meet the changing needs of a growing population efficiently, effectively and responsibly, without compromising the ability of future generations to meet their own needs.



Community Infrastructure Strategy | 2025-2045



### Liveable Maitland

Working together to foster strong connections, quality infrastructure, and efficient mobility. Enhancing how we live, move, and connect with people and place.

#### 1.1 Great neighbourhoods


- Quality open space network
- Connected living
- Housing diversity
- Inclusive public places and spaces

#### 1.2 Integrated movement

- Efficient and sustainable movement
- Connected active transport
- Safe and efficient road networks

Community Infrastructure Strategy | 2025-2045

Strategy at a glance



### Community identity

**Purpose:** understanding our unique, diverse and evolving communities


- **Captured:** community characteristics help us understand evolving needs.
- **Engaged:** communities share their needs, aspirations, and expectations.
- **Anchored:** communities are connected to and supported by services that enhance quality of life and wellbeing.



### Thriving communities

**Purpose:** promoting liveability, quality of life and wellbeing for all ages and life stages

- **Partnered:** place-based planning benefits from local community knowledge.
- **Coordinated:** ensuring we have the right infrastructure at the right time and in the right place.
- **Designed:** new infrastructure meets evolving community needs.
- **Optimised:** existing infrastructure continues to support service delivery.



### Partnerships

**Purpose:** working collaboratively to secure resources and support for our city and the region

- **Leveraged:** a united voice improves our ability to secure investment, funding or support to deliver community infrastructure priorities.
- **Renewed:** existing assets meet acceptable standards of performance and condition and continue to support service delivery.



### Shaping a shared future

**Purpose:** considered, careful decision-making optimises community benefit now and into the future

- **Aligned:** supports a connected city with thriving communities.
- **Informed:** communities share their experiences, insights and perspectives.
- **Prioritised:** our focus will be on infrastructure that is critical for community wellbeing.
- **Planned:** sustainable, resilient infrastructure networks serve community needs within, across and beyond the city.
- **Resourced:** decisions to maintain existing or construct new infrastructure are made with a full understanding of the cost over their useful life and sufficient resources are allocated.
- **Sustainable:** today's decisions do not compromise the ability of future generations to meet their own needs.



### Delivering quality services

**Purpose:** community assets are efficiently and responsibly managed over their lifecycle

- **Managed:** over their useful life, community assets support high-quality services.
- **Contemporary:** business intelligence informs decision-making.
- **Responsible:** asset custodians ensure assets support quality service delivery.





# 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.

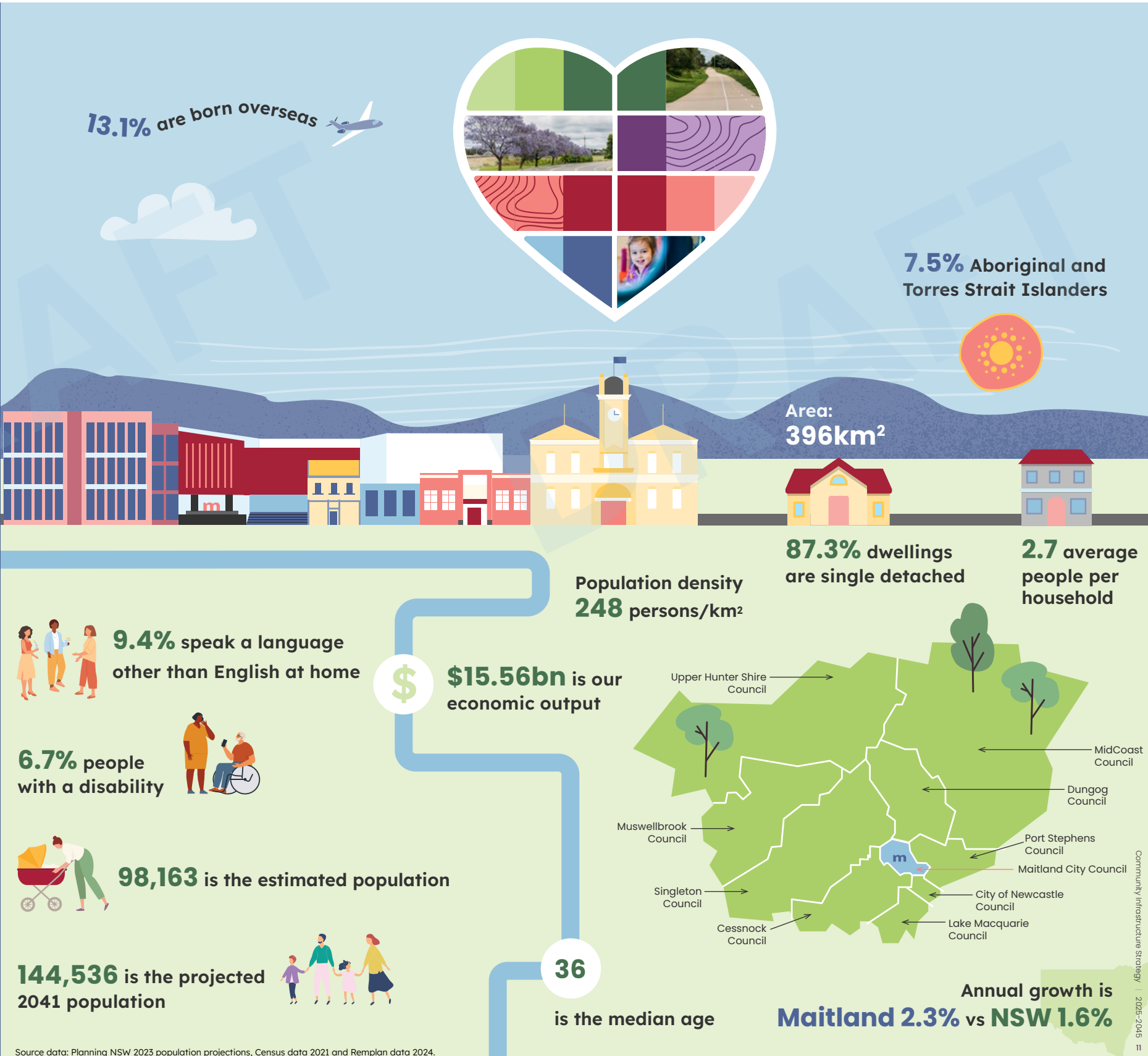
We embrace new opportunities and growth, making Maitland a dynamic place to live, work, enjoy and succeed.

Over 100,000 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.

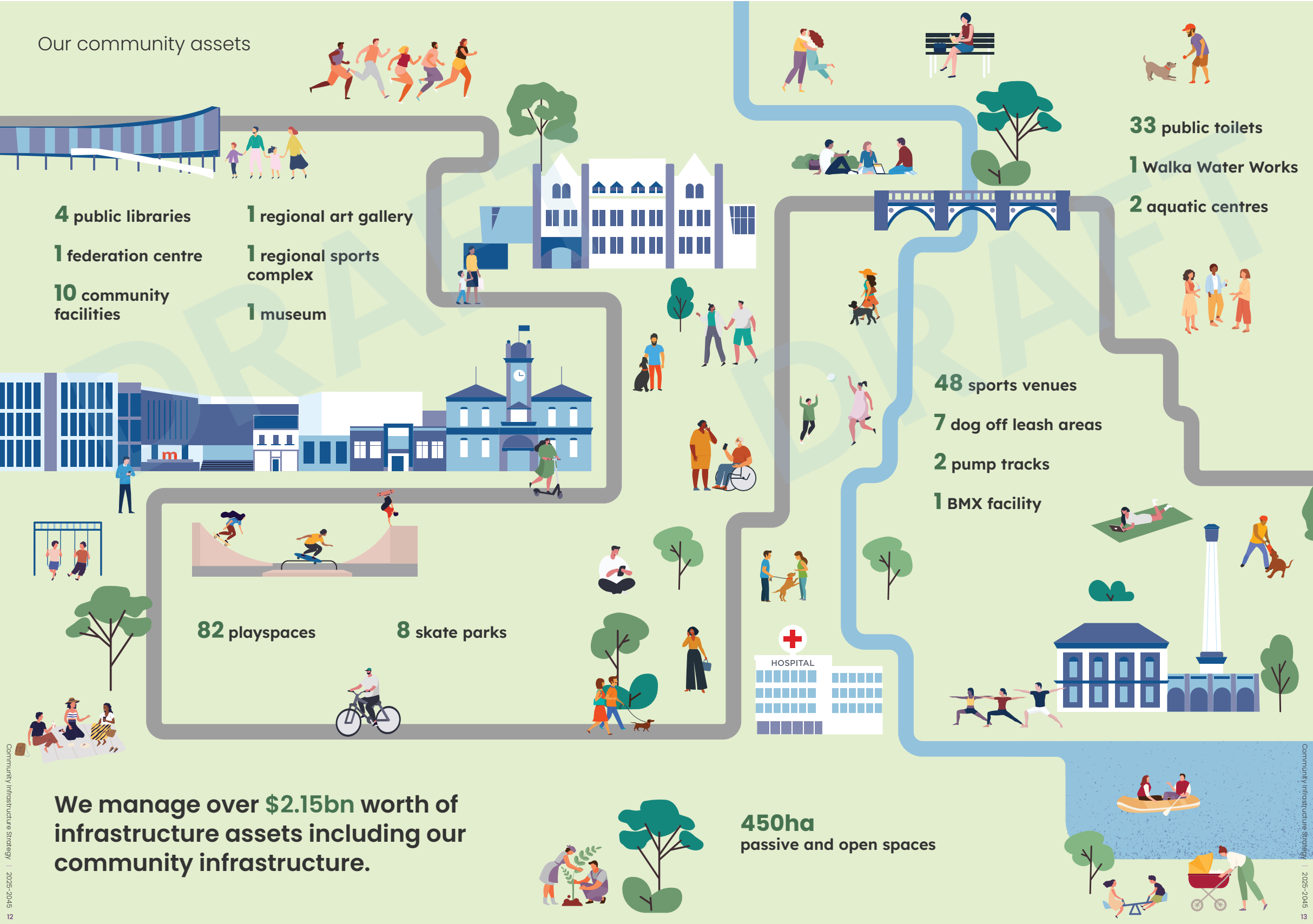
The Wonnarua and Guringai Peoples are the Traditional Keepers and Custodians of the lands within the Maitland LGA.

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.

Community Infrastructure Strategy | 2025-2045





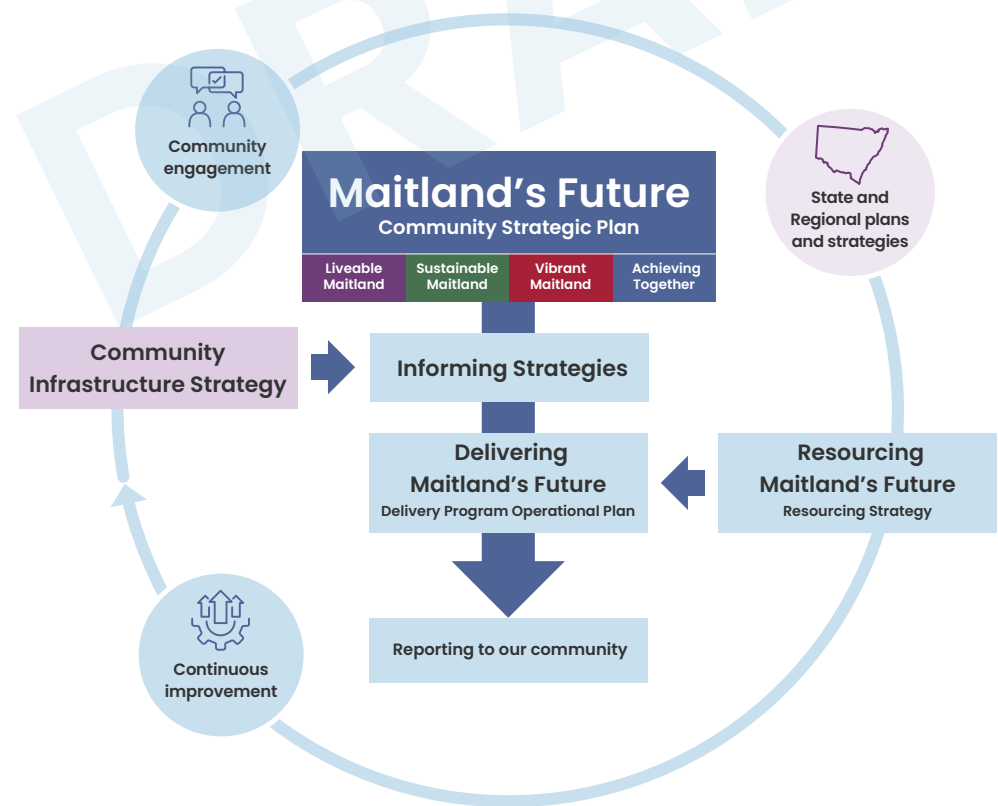


How we plan

This strategy ensures the effective planning of Maitland's community infrastructure 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 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 Framework, helps councils across NSW to make thoughtful, sustainable decisions for a brighter future.

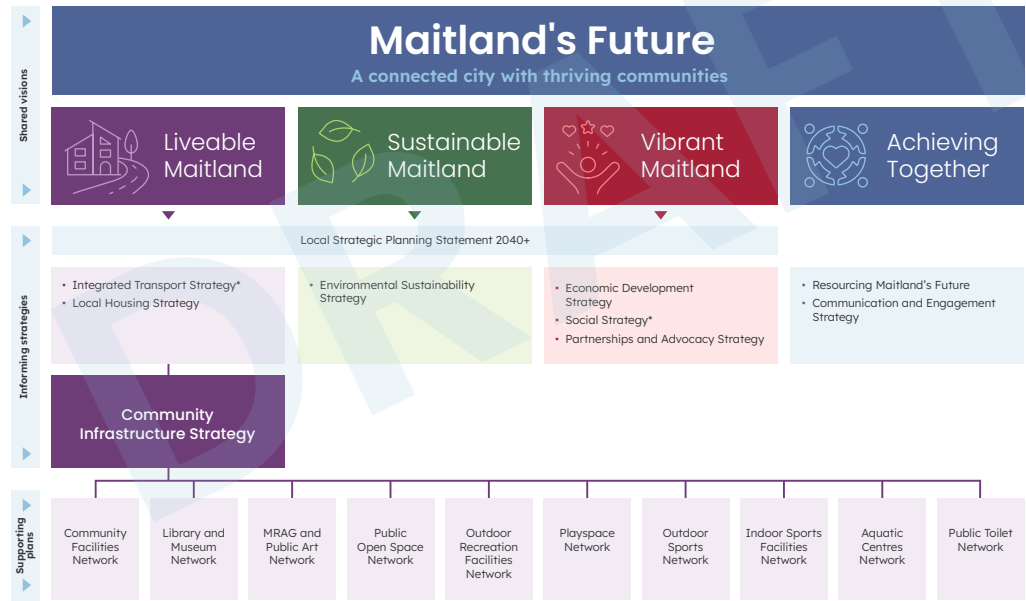


Community Infrastructure Strategy | 2025-2045 14

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—liveability, sustainability, vibrancy 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

Community Infrastructure Strategy | 2025-2045 15

Strategic alignment from local to global

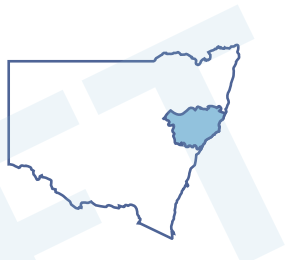
How this strategy fits in with other strategies and plans.



**Delivered at the local level**

Includes: local roads, parks, waterways, waste, libraries, events, community wellbeing and facilities, development.

- Integrated Planning and Reporting Framework (featuring Maitland’s Future Community Strategic Plan)
- Maitland’s informing strategies
- Maitland’s policies, strategies and plans.



**Delivered at the regional level**

Includes: regional planning, health and wellbeing, and water catchment management.

- [Hunter Regional Plan 2041](#)
- [Greater Newcastle Metropolitan Plan 2036](#)
- [The Hunter New England Health District Strategic Plan 2021-2026](#)
- [Hunter Joint Organisations Strategic Plan 2032](#)
- [Greater Hunter Regional Water Strategy 2018](#)
- [Hunter Regional Economic Development Strategy update 2023](#)
- [Destination Sydney Surrounds North Destination Management Plan 2030](#)
- [Greater Newcastle Future Transport Plan 2056](#)
- [NSW Flood Prone Land Policy within the NSW Flood Risk Management Manual.](#)



**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.](#)



**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.](#)



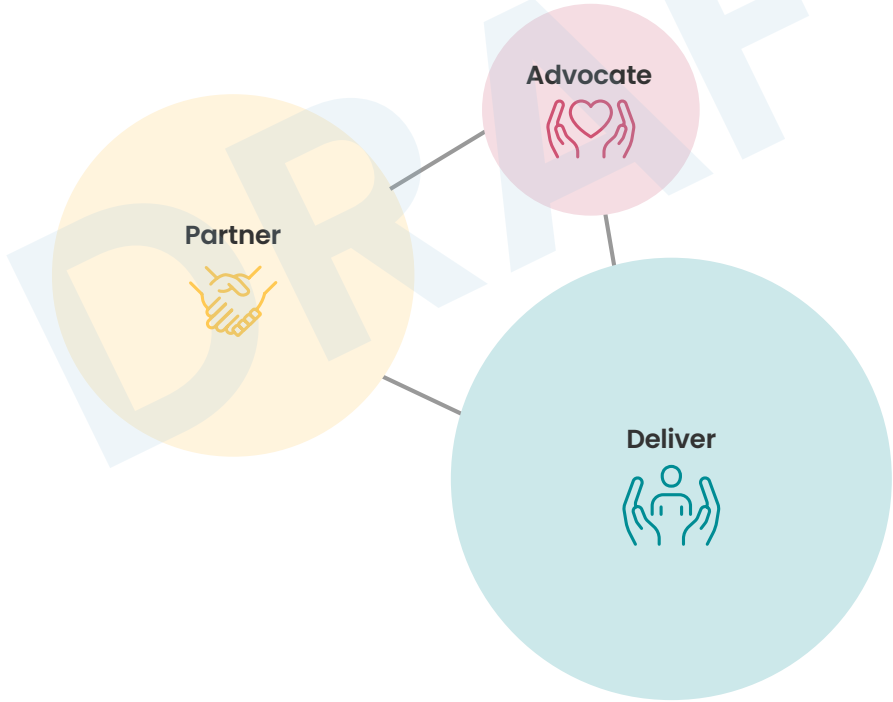


Community Infrastructure Strategy | 2025-2045 81

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.

Community Infrastructure Strategy | 2025-2045 81

# Our strategy

## Overview

Community infrastructure refers to the natural, semi-natural and built environment, or the open space, recreation and community facilities which provide places and spaces for people to meet, be active, connect, create and learn. These include:

- Aquatic centres
- Community facilities
- Indoor sports
- Libraries and museum
- Maitland Regional Art Gallery (MRAG) and public art
- Outdoor recreation
- Outdoor sports
- Playspaces
- Public open spaces
- Public toilets

## Why is this strategy important?

Maitland is a rapidly growing city, with increasing demands on the community infrastructure the community relies on every day. Whether for recreation, lifelong learning, entertainment, social connection, or essential services, community infrastructure supports activities which build a sense of place and help make Maitland a more desirable place to live, work and invest.

As our population grows and changes, so too will our needs. In new growth areas, it is important to set aside sufficient land for community infrastructure. In established areas, planning decisions must consider the extent and quality of legacy community infrastructure and its capacity to meet the needs of existing and future residents.

Investment for the construction of new community infrastructure, or to upgrade or repurpose existing community infrastructure is substantial, as is funding infrastructure maintenance and upkeep over its lifetime.

For these reasons, planning for and providing community infrastructure is one of Council's most important roles, as it is essential to create a connected city with thriving communities. However, it is not enough to plan for sustainability. Council must also plan for a resilient future, to be able to anticipate and be ready to respond.

Focusing on the long term, the CIS ensures Maitland's community infrastructure supports the city's growth while delivering the services that enhance the quality of life for all who live, work, enjoy and succeed in Maitland.

Most importantly, by aligning community infrastructure prioritisation, planning and provisioning decisions with community needs, the strategy ensures reliable, equitable, sustainable and resilient services support Maitland's growing and changing population by:

- Prioritising community infrastructure needs to support wellbeing and quality of life
- Informing land use planning processes, ensuring community infrastructure is integrated into the broader development landscape
- Outlining how community infrastructure related decisions will be made, incorporating financial, environmental and community considerations
- Providing adequate community infrastructure in the right locations, at the right time and in the right quantities to meet evolving community needs
- Identifying key priorities, processes and resources to achieve sustainable community infrastructure management outcomes
- Promoting long-term sustainability and cost-effective outcomes by balancing community needs with investment, renewal and maintenance activities.





# Research and engagement

The places and spaces used in daily life should enable our communities to be socially connected and supported, and to access the services, activities and programs that foster community resilience, quality of life and wellbeing.

To achieve our shared vision of a connected city with thriving communities, it is critical we understand what is needed. We do this through research and genuine community engagement to inform the form, function and location of community infrastructure across the city, now and into the future.

Together, research and community input improves decision-making, planning and delivery to optimise community wellbeing and quality of life by ensuring community infrastructure is:

- Aligned with our shared vision of a connected city with thriving communities
- Informed by robust research and genuine community engagement
- Prioritised to enhance community wellbeing and quality of life
- Planned to ensure infrastructure networks serve community needs
- Resourced for the long term
- Sustainable, so that today's decisions do not compromise future needs

Research coupled with community experiences, insights and perspectives have been invaluable in the development of Council's first Community Infrastructure Strategy, which will guide planning and investment for the next 20 years.



## Community engagement

We strive for inclusive and accessible engagement. Our communities are empowered to use their voice in decisions that affect them, ensuring diverse perspectives are heard.

Working collaboratively and using a range of approaches — online, in-person and telephone surveys, community pop-ups, focus groups, interviews, listening sessions and public exhibition — builds trust and results in informed and effective outcomes.

Between 2022 and 2025, Council engaged the community in 19 conversations about community

infrastructure. Some have been specific, such as Harold Gregson Park youth space (2022), aquatics (2023), Maitland Park play spaces (2024) and libraries (2025).

Others have been broader conversations about community infrastructure, such as Maitland's Future Community Strategic Plan (2025), or more generally about community satisfaction, such as the Australian Liveability Census (2023) and Community Satisfaction Survey (2024).

### Community Satisfaction Survey



90%

of residents rated their quality of life living in the Maitland LGA as good to excellent



72%

of residents agreed there are plenty of accessible open spaces in their neighbourhoods



60%

of residents agreed that their community spaces and facilities were welcoming



46%

of residents agreed it is easy for individuals with a disability to access public spaces and facilities



88%

satisfaction with provision and maintenance of local parks and gardens



86%

satisfaction with provision and maintenance of playgrounds

### A good performance score of 80 or greater was received for:



Swimming pools



MRAG



Maitland Regional Sports Complex (MRCS)



Libraries



Community halls and centres



Other sports grounds and ovals



Maitland's Future Community Strategic Plan 2025

We engaged with over **2,000** people receiving **3,745** contributions

What's most important to the community

We heard that four of the 12 most important community matters directly related to community infrastructure.



Greener, more open spaces



Recreation spaces, parks, and sports and aquatic centres



Arts and cultural programs



Access to neighbourhood services and facilities

Engagement

Ongoing conversations with the community about community infrastructure between 2022 and 2025 saw over 5,000 contributions. These contributions have informed and shaped the Community Infrastructure Strategy and supporting plans.

During broader engagement on the Community Infrastructure Strategy from May to July 2025, Council engaged with over 670 community members, generating more than 1,100 contributions. Broadly, the engagement sought to understand community infrastructure needs, and priorities for the future.

We heard from a cross-section of our community, capturing all age groups, Aboriginal and Torres Strait Islander voices, people with disability, and culturally and linguistically diverse and LGBTIQ+ communities.

We heard that:

- Indoor sports facilities are the top priority
- Balanced infrastructure is critical
- Outdoor recreation and green space matter
- Aquatic centres are under pressure
- Public toilets are a consistent frustration
- Equity gaps exist across the city.



What we need

- ✓ Multi-use and co-located hubs that combine libraries, halls, childcare, and playspaces
- ✓ Sustainability and smart design, including solar, rainwater storage, Wi-Fi, and online booking systems
- ✓ Accessible and inclusive design, all-ages playspaces and dedicated youth and senior spaces
- ✓ Heritage and cultural identity, with strong calls for a cultural hub in Maitland and better preservation of Maitland's heritage, including its Aboriginal and Torres Strait Islander history and stories

Top FIVE

community infrastructure needs are:



- Indoor sports facilities
- Outdoor recreation spaces
- Public open space
- Aquatic centres
- Public toilets.

Research

Research has informed the development of the Community Infrastructure Strategy by providing a data-driven foundation for decision-making. It gives Council an understanding of:

- Community needs and demographics
- Existing infrastructure supply, demand, quality and suitability
- Future trends and priorities
- Risks and opportunities
- Accessibility and inclusivity.

This information helps Council understand the current landscape and forecast future community needs. Research is also an important input into investment decisions, delivery and partnership options and ensuring the CIS is integrated with other strategies that enhance liveability and quality of life.

Our research included:

- Australian Standards
- Best practice guidelines
- Industry standards, guidelines and specifications
- Trends shaping recreation, culture, lifelong learning and social pursuits
- Community usage patterns
- Asset audits and assessments
- Approaches taken by other councils.

Trends being seen across community infrastructure planning include, but are not limited to:

- Priority for green, open spaces
- Co-location, and increased land requirements
- Multi-use and flexible spaces
- Increase in unstructured recreation such as walking and swimming
- Quality over quantity
- Focus on foundational infrastructure requirements
- Technology.

Council will continue to monitor trends, adapting community infrastructure planning in line with these trends.

How we use research and community feedback

We collate and identify themes, sentiment, issues and priorities, using the data to inform decision-making and where appropriate incorporating community ideas and suggestions into decision-making, planning and provisioning processes.

How we will keep you informed

We will make community engagement a priority throughout the life of the strategy, openly and transparently sharing progress and success, along with the challenges of meeting evolving community needs. We will also continue to seek your feedback and input using a range of approaches that encourage and promote information accessibility and the inclusion of diverse community voices.



# Current state

DRAFT

## Challenges

### Population growth

Maitland is one of the fastest growing inland cities in Australia and is home to approximately 99,163 residents (ABS ERP 2024). Our population has grown by 60 per cent between 2001 and 2021 and is forecast to grow by an additional 54,800 residents between 2021 (89,750) and 2041 (144,550). This represents a forecast population growth of 61 per cent in the city over the 20-year period.

Rapid growth creates challenges that are already clear to existing residents across the city with the lack of passive and active open spaces and community facilities raised as key issues during community engagement. Maitland will continue to grow, and it needs to be planned and managed to meet the community infrastructure needs of our current and future residents, and to improve the efficiency of how our city functions.

### Shifting community demographics and changing needs

Maitland’s population is growing and changing, with all age groups expected to increase substantially over the next 20 years. Specifically, the proportion of residents aged over 65 will grow, as will families with children, young people, and working-age adults. This means Council must plan for a balanced mix of community infrastructure that supports people of all ages and life stages.

As the community grows and diversifies, expectations of how people access, use, and value public places, spaces and facilities are also changing. Shifting service needs, higher accessibility standards, and increasing sustainability goals mean Council must continue to adapt how community infrastructure is designed, delivered, and managed to meet the needs of current and future residents.

### Pressure on shared resources

Council provides a range of community facilities across the city including aquatic centres, parks, playspaces and libraries to meet community needs. As our population grows, the demand on existing infrastructure increases and in some instances has reached, or is reaching, its capacity to serve community need.

Community engagement highlighted the community feel that the provision of community infrastructure has not kept pace with the rate of development in some areas. Our Western Precinct is generally lacking in community facilities, recreational opportunities and open space. The Central and Eastern Precincts are at or near capacity with limited space to grow, and our libraries are small relative to their population.

### Funding city growth

Council manages over \$2.15 billion in infrastructure assets, including community infrastructure. These assets vary significantly in age, condition and location, ranging from contemporary infrastructure in new suburbs to ageing infrastructure, provided when land was initially developed, in other areas of the city.

Council faces challenges in funding the community facilities needed to support our growing population, which is influenced by state government rules that limit how much councils can collect from new development through contributions. If Council wants to charge above the set cap, the plan must be reviewed by the Independent Pricing and Regulatory Tribunal (IPART) and approved by the Minister for Planning before it can be used.

When a plan exceeds the cap, councils are also limited to funding only certain types of infrastructure listed on the Essential Works List. The Essential Works List allows contributions to be used for things like roads, drainage, and open space land, but not for most community buildings, indoor recreation centres, or cultural facilities that help make connected cities with thriving communities. These limits mean Council cannot collect enough money to pay for all the community facilities needed as Maitland continues to grow. Council will need to explore other funding options, partnerships, and careful project planning to meet the community’s future needs.





Rising costs

Investment for the construction of new community infrastructure, or to upgrade or repurpose existing community infrastructure, is substantial. In addition, ongoing funding is required to maintain and manage community infrastructure throughout its lifecycle.

Increasingly frequent and severe climate events are intensifying these challenges, as existing and new infrastructure must be designed or redeveloped to higher, more resilient standards.

Currently, Council permits the location of community infrastructure below the 1 per cent flood planning level. However, with the increasing frequency and intensity of flood events, this approach is leading to significant ongoing costs in repairs, clean up, and restoration to return them to operational condition. The planning of new facilities will need to weigh this increased financial burden with the additional costs of locating facilities above the flood planning level.

Infrastructure condition and backlog

Maitland is one of the oldest regional centres in Australia. It has a network of ageing community infrastructure assets within established urban areas that need to be maintained and upgraded to keep up with population growth and community expectation.

Council manages over \$2.15 billion in infrastructure assets, including community infrastructure. These assets vary significantly in age, condition and location. In some established areas, community infrastructure is reaching the end of its functional life, requiring replacement. As the city continues to grow,

ageing community infrastructure increasingly limits the level of service that can be delivered. This has resulted in a substantial backlog of works, limiting the potential for future growth opportunities.

While Council invests an average of \$25 million annually in capital works relating to community infrastructure, made up of approximately 40 per cent asset renewal and 60 per cent new assets, most of this has been reactive. Council's infrastructure backlog ratio has consistently failed to meet the Office of Local Government benchmark, reinforcing urgent need for a more strategic and sustained approach to asset renewal.

Addressing the challenge will require a renewed focus on long-term planning and investment, shifting from reactive to a proactive, service-based renewal program for community infrastructure.

Historic challenges in planning

Previously Council hasn't had sufficient guidance to ensure that land that is fit for purpose is dedicated to Council. This has resulted in the delivery or provision of community infrastructure in locations that may not work as well for the community or may not provide the opportunity to expand a facility to meet the growing needs of our community. This has contributed to the challenge of our community infrastructure not growing with our community.

This is evidenced also through community feedback during our Community Satisfaction Survey where we heard that our community's satisfaction with planning for population growth and development was 50 per cent.



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"Our public spaces are as profound as we allow them to be. They are our shared spaces and reflect what matters to us as a community and as individuals."

- Candy Chang

Opportunities

Planning for sustainable growth

Sustainability is a way of considering how our economy, natural environment, social interactions and governance structures interact to define the world we live in, with the aim of improving them all through our decision-making.

Shaped by community input, and state and regional plans, and supported by informed planning around finances, assets and resources, Council's informing strategies are integrated and holistic. In this context, the planning, delivery and management of community infrastructure will be the result of long-term coordinated and collaborative partnerships within and external to Council.

Of critical importance is the relationship between land use, environmental, integrated public and active transport, and community infrastructure planning and provision. This approach ensures Maitland grows in a sustainable way, socially, economically and environmentally. This is critical for liveability, quality of life and wellbeing.

Our approach to community infrastructure planning, provision and management will focus on balancing the social, environmental and economic needs of present generations without compromising future generations.

Leveraging our strategic advantage

Maitland's unique characteristics – central location, supply of employment lands, population, lifestyle, housing, access to metropolitan markets, transport and economic infrastructure links – foster a diverse local economy and promote vibrant community life.

Being close to the Pacific, New England and Golden Highways and Hunter Expressway means that our industries and business have access to resource regions, the major metropolitan markets of Newcastle and Sydney, and economic infrastructure such as the Port of Newcastle and Newcastle Airport. These areas are also linked to Maitland via the rail line.

Additionally, the city's continued population growth is an important strength for the local economy. It enables industries and business access to broad workforces within our city and draws from the neighbouring areas due to its central location in the region. Growth, coupled with the lifestyle benefits of our city, attract and retain workforces to support the key industries that drive our economy.

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Adequate community infrastructure, services and amenities play a pivotal role in our success. Connecting people and places, well-planned and designed community infrastructure, situated within or close to innovation hubs, economic precincts or neighbourhoods, underpins investor, visitor and resident choices about where they live, work, play or invest.

**Advocacy and partnerships**

We understand the only way to move forward is to develop and strengthen our relationships, our voice, and our approach to collaboration with partners and stakeholders. Something that is vital to achieving our shared vision of a connected city with thriving communities.

Our partnerships and advocacy focus will be with other levels of government, neighbouring councils, individuals, industry, community organisations and our Local Aboriginal Land Council, Mindaribba. We will seek to align shared goals, leverage grant funding and drive initiatives that enhance the liveability, sustainability and vibrancy within our city and across the region, together.

Our partnership projects include the delivery of community infrastructure that is within the capability of Council to deliver, if funding or grants become available. This includes Lochinvar Sports Complex/Community Centre, the expansion of Maitland Aquatic Centre, and a new clubhouse for Cooks Square Park.

Our advocacy agenda covers key improvements to areas for our community that are outside Council’s control and ability but would help to deliver our shared vision. We will advocate for projects that support liveability, quality of life and community wellbeing. These will include complementary infrastructure such as public and active transport networks, education and healthcare, as well as community infrastructure such as green spaces. Advocacy highlights specific community priorities to meet the evolving needs of our growing population. By advocating for the necessary infrastructure, Council is able to plan for future population growth, economic transition and long-term resilience and sustainability.

**Community infrastructure-first planning**

As a growing LGA and through the development of the CIS, we have a unique opportunity to, where possible, apply a community infrastructure-first planning approach. This approach means that we are considering the best community infrastructure outcomes in decision-making around new growth areas to ensure we receive quality land in the right locations. While this approach does not necessarily mean we can deliver on community infrastructure before housing for example, it does mean that when community infrastructure is delivered, it is fit for purpose and has increased benefit for community.

**Contemporary business intelligence systems**

Council is underway with establishing contemporary business intelligence systems that capture and make available accurate, up-to-date data and insights about infrastructure usage, performance and condition, population demographics, user experience, community needs and community satisfaction.

This approach will support timely, evidence-based decision-making about the maintenance, upgrade or replacement of existing community infrastructure, including funding. It will also provide a sound basis for directing investment in new community infrastructure, or optimising existing infrastructure through improvements, maintenance or upgrades that will bring the most community benefits.







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# Strategic priorities

## Future state – Where do we want to be?

Valued by the community, an integrated network of natural, semi-natural and built environments are conveniently located, sustainable, resilient, and accessible for a wide range of activities, programs, services and experiences. Meeting diverse and evolving needs, community infrastructure:

- fosters vibrant, connected and inclusive communities
- strengthens community pride, belonging and identity
- enhances quality of life and wellbeing.



Community identity



Thriving communities



Partnerships




Shaping a shared future



Delivering quality services

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# Community identity


Understanding our unique, diverse and evolving communities

Objectives


Understand evolving community needs to inform community infrastructure planning

- 

Capture demographic data

Captured quantitative demographic data describes the characteristics of our communities over time.
- 

Engaged communities


Work collaboratively to craft their unique and evolving stories, providing insights, experiences and perspectives about their needs.
- 

Socially connected

In the places and spaces used as part of daily life, our communities are socially connected and supported, able to access the services, activities and programs that enhance resilience, quality of life and wellbeing.


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	PRIORITY	COMMUNITY INDICATORS	DESIRED TREND	OUR ROLE			BASELINE
				DELIVER	PARTNER	ADVOCATE	
	Community identity	Survey respondents agreed that community spaces, neighbourhoods, and facilities are welcoming to all	Increasing	▲	✓		68%
		Survey respondents were satisfied with place activation	Maintain	▶	✓	✓	87%
		Survey respondents agreed there are plenty of accessible open spaces in the neighbourhood	Increasing	▲	✓		72%
		Survey respondents agreed that it is easy for individuals with disability to access our public spaces, facilities, and programs	Increasing	▲	✓		46%







# Thriving communities

Promoting liveability, quality of life and wellbeing for all ages and life stages

Objectives

Plan for the provision of community infrastructure to enhance wellbeing

- 

**Partnered place-making approaches**  
Approaches to infrastructure planning and design, harnessing the knowledge, insights and collaborative endeavours of local communities, responding to local needs, and improving quality of life and community wellbeing.
- 

**Coordinated community infrastructure networks**  
Networks are strategically located and delivered in a timely, sequenced manner across the Central, Western and Eastern Planning Precincts to support service delivery.
- 

**Designed for convenience**  
With service integration, safety, accessibility, adaptability and sustainability, new infrastructure accommodates diverse communities and their changing needs, maximises utilisation and resource sharing, and reduces maintenance costs.
- 


**Optimised**  
Optimised for functionality, amenity and longevity, well-located existing community infrastructure improves access to services for our community.



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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	PRIORITY	COMMUNITY INDICATORS	DESIRED TREND	OUR ROLE			BASELINE
				DELIVER	PARTNER	ADVOCATE	
 Connection Health Belonging Safety	Thriving communities	Percentage of deemed quality open space	Increasing	▲	✓		This is a new measure, and work will need to be completed within the Community Infrastructure Strategy to define quality standards before it can be assessed.
		Overall quality of life in Maitland	Increasing	▲	✓	✓	90%
		Community infrastructure index score	Increasing	▲	✓	✓	<b>Within 1.2km:</b> Community facilities such as libraries, community centres and senior citizen centres (38%) Recreation facilities including sportsgrounds, skateparks, playgrounds and pools (83%) Local centres such as retail areas (56%) Parks and reserves (96%)  <b>Within 400m:</b> Public transport options including rail, ferry, bus and light rail (91% as at March 2022)
		Survey respondents agreed that sporting facilities and active lifestyle opportunities in the areas meet their needs	Increasing	▲	✓	✓	69%
		Survey respondents agreed that they feel safe in their local neighbourhoods	Increasing	▲	✓	✓	66%
		Number of strategic and business hubs	Increasing	▲	✓	✓	4
		Survey respondents agreed they are satisfied with their mental and physical health	Maintain	▶		✓	78%

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# Partnerships

Working collaboratively to secure resources and support for our city and the region

Objectives

Secure investment, funding or support to deliver community infrastructure




**Infrastructure priorities**  
Leveraged city-shaping advocacy and partnerships optimise funding and investment, drive regional collaboration and unite our local voice to address future community infrastructure priorities.



**Renewed community assets**  
Meet acceptable standards of performance and condition, supporting the delivery of essential community services and outcomes.

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	PRIORITY	COMMUNITY INDICATORS	DESIRED TREND	OUR ROLE			BASELINE
				DELIVER	PARTNER	ADVOCATE	
	Partnerships	Value of grant investment in the city	Increasing	▲	✓	✓	\$31 million for FY2024-25
		Number of meetings held by our community committees	New	★	✓	✓	New
		Number of meetings held to discuss our advocacy position	New	★	✓	✓	New
		Number of Hunter Joint Organisation meetings attended	New	★	✓	✓	New





# Shaping a shared future

Considered, careful decision-making optimises community benefit now and into the future

## Objectives

Apply an integrated decision-making framework to optimise community benefit

**Aligned**  
Aligned to our shared vision, community infrastructure supports a connected city with thriving communities.

**Community engagement**  
Informed by genuine community engagement, the form, function and location of community infrastructure across the city meets community need, now and into the future.

**Prioritised community infrastructure**  
Prioritising community infrastructure that is critical for wellbeing adds value to social, cultural, and recreational services delivery and is feasible over the longer term.

**Resourced**  
Asset lifecycle management informs decisions about the acquisition, operation, maintenance, renewal and disposal of community infrastructure.  
Financial modelling and forecasting informs the establishment of funding strategies and reserves, ensuring sufficient financial resources are available to responsibly meet community needs over the long-term.  
Workforce resourcing requirements relating to the ongoing operation and maintenance of community infrastructure are incorporated into operating budgets.

**Sustainable**  
Decisions balance the social, environmental and economic needs of present generations without compromising the ability of future generations to meet their needs.

## 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	PRIORITY	COMMUNITY INDICATORS	DESIRED TREND	OUR ROLE			BASELINE
				DELIVER	PARTNER	ADVOCATE	
	Shaping a shared future	Employee satisfaction with cross-knowledge sharing and collaboration	New	★	✓	✓	New
		Number of information-sharing sessions and collaboration opportunities within internal panels and committees	New	★	✓		New
		Survey respondents agreed that Council effectively understands and responds to the needs of the community	Increasing	▲	✓		36%
		Survey respondents agreed that Council provides them with opportunities to participate in planning and decision-making processes	Increasing	▲	✓		35%
		Number of new initiatives, projects, or ideas aimed at process or service improvement within a specific period	New	★	✓		New
		Percentage of projects that use sustainable practice	New	★	✓		New
		Survey respondents were satisfied with long-term planning for the city	Increasing	▲	✓		68%






## Delivering quality services


Community assets are efficiently and responsibly managed over their lifecycle

Objectives


Manage community assets efficiently and responsibly over their lifecycle

- 

**Managed proactively**

Through their lifecycle (acquisition, operations, maintenance, renewal, upgrade, decommission and disposal) community assets deliver high-quality services to our growing and changing communities.
- 

**Asset management**


Contemporary asset management systems and tools capture performance, functionality and condition data to inform asset management decision-making.
- 

**Asset responsibility**

Responsible for the day-to-day management, maintenance and operational oversight of assets under their control, asset custodians ensure community infrastructure is functional and meets services levels.

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	PRIORITY	COMMUNITY INDICATORS	DESIRED TREND	OUR ROLE			BASELINE
				DELIVER	PARTNER	ADVOCATE	
	Delivering quality services	Survey respondents agreed that natural environments and green spaces are well preserved	Increasing	▲	✓		55%
		Survey respondents were satisfied with the maintenance of local parks and gardens	Maintain	▶	✓		88%
		Employee satisfaction with technology	New	★	✓		New



# Our plan

## Approach

### Place-based planning

Strengthening the connection between people and the places they share, placemaking is a collaborative process that prioritises the human experience in public spaces, considering how people interact with and feel about their environment. Placemaking pays particular attention to the physical, cultural and social identities that define a place and support its ongoing evolution.

With community-based participation at its centre, an effective placemaking process capitalises on a local community's assets, inspiration and potential. It also involves the collaborative efforts of diverse stakeholders such as Council, governments and businesses. Collectively, we can reimagine, reinvent or re-shape the future of our public spaces to be the heart of our communities and, in doing so contribute to our overall quality of life and wellbeing.


Seeking to improve the physical and social experience of a place, placemaking aims to create

community spaces that are not just functional but also inviting, engaging, enjoyable, accessible, and reflective of local culture and identity. More than just promoting better urban design, placemaking builds stronger communities through the spaces they share at a local, citywide or regional level. The focus is on creating context-specific destinations that are inclusive, sociable, adaptable and flexible, putting their function (services, activities and events) before form (design and amenity).

Placemaking means that our community infrastructure is accessible and well-connected to other important places in the area and creates sociable environments where people want to gather and visit again and again.

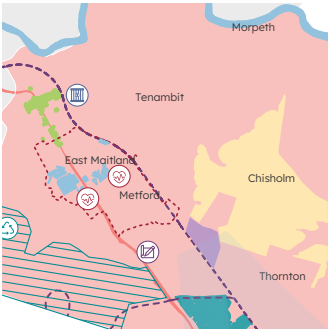
### Planning precincts

To plan and manage future growth within the city three distinct local planning precincts have been identified:




**Central Precinct**

Bolwarra, Bolwarra Heights, Clifftleigh, Gillieston Heights, Horseshoe Bend, Largs, Lorn, Louth Park, Maitland, Phoenix Park, Pitnacree, South Maitland, Woodville



**Eastern Precinct**

Ashtonfield, Berry Park, Chisholm, Duckenfield, East Maitland, Metford, Millers Forest, Morpeth, Raworth, Tenambit, Thornton, Woodberry



**Western Precinct**

Aberglasslyn, Allandale, Anambah, Bishops Bridge, Farley, Gosforth, Harpers Hill, Hillsborough, Lochinvar, Luskintyre, Maitland Vale, Melville, Mindaribba, Mount Dee, Oakhampton, Oakhampton Heights, Oswald, Rosebrook, Rutherford, Telarah, Tocal, Windella, Windermere

The local precinct approach will be guided by walkable neighbourhood principles where our residents can access most of their daily needs locally, without using a car. This approach aims to gradually shift away from a continuously expanding urban footprint to a focus on revitalising our existing centres and neighbourhoods.

Planning for these precincts will be undertaken by using a place-based planning approach. This approach enables Council, state government departments and service providers to focus on the outcome of a place rather than an individual project or service. It leads to a more inclusive dialogue about the future of a place and ensures that community priorities are reflected in future community infrastructure and service delivery.

A place-based planning approach allows for more tailored responses to specific local needs and opportunities, enhancing active community involvement and collaboration and improving access to facilities and open spaces through more efficient and integrated infrastructure.





Community infrastructure network

A community infrastructure network is a system of connected, interconnected and coordinated community places, spaces and facilities.

Strategically located networks are designed to align community infrastructure — libraries, playspaces, community halls, public toilets, outdoor sports, disaster centres — with community growth, demand and changing needs. Rather than isolated assets, networks link complementary activities, resources and services, ensuring equitable access for all residents.

Communities with strong infrastructure networks are better equipped to respond to and recover from challenges, acting as critical supports during disasters.

Similarly, networks provide shared spaces for people to gather, socialise and participate in events, activities and programs which strengthens bonds and helps integrate different groups within our community.

Infrastructure networks that include resources and services such as arts and culture, recreation, community events, lifelong learning and green space improve quality of life and support community wellbeing.

Cumulatively, these activities, places and destinations are what make our city great.

Community hubs in district locations

There has been a move away from traditional stand-alone, single purpose community infrastructure in residential areas, which is often poorly utilised.

Additionally, community facilities designed for a single purpose have been found to lack the flexibility to respond to changing needs or to accommodate more than one type of service, program or activity at a time.

Lastly, it is no longer financially viable to build and maintain separate, single-use community infrastructure when trying to address the wide range of demands evident in a community like Maitland.

Leading practice favours the clustering of community infrastructure in ‘hubs’. Community hubs bring services into a single footprint in central locations across the city, making them an effective solution for service coordination and delivery, resource efficiency and adaptability for a growing and changing population.

Community hubs reflect community identity, deliver social, recreational, cultural and lifelong learning

services and resources and help attract new residents, businesses and investment. Attractive, vibrant and convenient, community hubs improve service variety and availability, accessibility, community connection and quality of life.

Provisioning hierarchy

Hierarchy-based planning guides where and what type and scale of community infrastructure is most needed.

The hierarchy typically involves levels such as local, district, citywide and regional. It is used alongside industry standards and guidelines and service catchment and demand analysis.

This approach ensures local facilities remain accessible whilst higher-order facilities are strategically placed to meet evolving community needs. Most importantly, the hierarchy supports transparent and effective planning and serves our communities by:

- Distributing community infrastructure equitably
- Aligning provision with sound planning principles
- Meeting community expectations and demand
- Aligning current trends and guidelines
- Allowing consolidation and upgrades
- Reducing long-term asset maintenance by addressing oversupply
- Ensuring community infrastructure is sustainable and resilient long term.

HIERARCHY LEVEL	DESCRIPTION
Local	<ul style="list-style-type: none"><li>• Located within a five- to 15-minute walk of residences</li></ul>
District	<ul style="list-style-type: none"><li>• Located within a 3km radius or a 10- to 15-minute drive of most residences</li></ul>
Citywide	<ul style="list-style-type: none"><li>• Serves the whole Maitland LGA and is a 30- to 45-minute drive of most residences</li></ul>
Regional	<ul style="list-style-type: none"><li>• Key destination spaces that serve our communities and attract visitors from outside the Maitland LGA</li></ul>

Working with other levels of government, not-for-profit organisations, and the private sector helps achieve infrastructure provision goals.

Regulations, industry standards and guidelines

Each community infrastructure network will be guided by a regulatory framework, industry standard or guideline relating to its design, safety, care or operation. These promote better practices and are an essential element of the planning, design and provisioning process.

Council utilises these tools to ensure appropriate consideration is given to the various types of community infrastructure it provides for the community. In addition to planning, standards and guidelines will serve as tools for the delivery, monitoring and evaluation of community infrastructure.

To ensure a balanced approach, it is important that wherever possible a variety of tools are used to determine the appropriate level and standard of community infrastructure within a given service catchment area.







Maitland’s wellbeing domains

Maitland’s Community Infrastructure 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 community infrastructure. Community infrastructure plays a critical role in wellbeing for our community by providing places and spaces for community to connect, socialise and thrive.

The Wellbeing Framework recognises accessibility as a foundational principle, rather than a standalone domain. Accessibility spans all domains of the framework and is interwoven into all elements of wellbeing, 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 purple highlight how each one influences the planning and delivery of community infrastructure.

**Health** – Includes physical and mental health, access to healthcare, and programs promoting overall wellbeing.  
*Varied participation opportunities improve mental, physical and social wellbeing.*

**Belonging** – Focuses on fostering relationships, belonging, and active participation in community life.  
*Co-designed places reflect and respond to all cultures, backgrounds and abilities.*

**Education** – Covers access to education, skill development, and opportunities for continuous learning throughout life.  
*Continued learning found in everyday community activities strengthen resourcefulness and resilience.*

**Housing** – Focuses on housing affordability, quality, and overall living conditions.  
*Valued community infrastructure networks enhance neighbourhood appeal and liveability.*

**Economic** – Encompasses job opportunities, economic development, and financial security for residents.  
*Enhanced community spaces foster a resilient economy and vibrant community life.*

**Sustainability** – Addresses environmental quality, climate resilience, and access to natural spaces.  
*Minimised environmental impacts ensure people, flora and fauna thrive.*

**Connection** – Ensures access to services, public transport, digital connectivity, and infrastructure linking communities and services.  
*Integrated community, civil and transport infrastructure link communities to services.*

**Safety** – Measures community safety and emergency preparedness.  
*Prepared community places, spaces and facilities create a sense of safety and security.*

**Governance** – Focuses on trust in institutions, transparency, and opportunities for residents to engage in decision-making.  
*Trusted conversations improve community confidence in Council decision-making.*

**Time** – Assesses work-life balance, leisure time, and opportunities for personal and family pursuits.  
*Clustered community facilities reduce travel to and from everyday services.*



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# Appendix

## Glossary

ABS – Australian Bureau of Statistics.

ADVOCACY – The act of speaking or arguing in favour of something, such as a cause, idea, or policy. In the context of the strategic priorities, it refers to another sphere of government or organisation delivering a service or outcome for the city.

ASSET – A physical component of a facility, which has value, enables services to be provided, has potential value to an organisation such as land, plant, machinery, buildings etc and has an economic life greater than 12 months.

ASSET LIFECYCLE – The series of stages involved in the management of an asset. It starts with the planning stages when the need for an asset is identified and continues all the way through an asset’s useful life and eventual disposal.

ASSET MANAGEMENT – The high-level long-term approach to asset management, including objectives for managing the assets.

ASSET MANAGEMENT SYSTEM – A comprehensive process and set of tools, often including software, used to track, manage, and optimise assets throughout their lifecycle.

COMMUNITY – A community is a diverse and dynamic network encompassing residents, businesses, sporting groups, cultural organisations, and other stakeholders who live, work, and engage in shared activities within Maitland.

COMMUNITY HUB – A central, place-based facility where community members can access a variety of resources, services, and social activities in one location.

COMMUNITY INFRASTRUCTURE – Open space, recreation and community facilities which provide places and spaces for people to meet, be active, connect, create and learn.

COMMUNITY INFRASTRUCTURE NETWORK – An interconnected system of public buildings, spaces, and facilities that provide services, activities, and opportunities to support social needs and community wellbeing.

CIS – Community Infrastructure Strategy.

DELIVER – To successfully provide or complete a task, service, or outcome according to set expectations, timelines, and standards.

DEMOGRAPHIC – Statistical data relating to the population and specific groups within it, including characteristics like age, sex, marital status, country of birth, income and education.

DEVELOPMENT CONTRIBUTIONS PLAN – A statutory document that identifies infrastructure needs for an area and sets out how developer contributions will fund those works.

ESSENTIAL WORKS LIST – The Essential Works List is set by IPART and is relevant only to contribution plans that propose a contribution level above the relevant threshold. It outlines what infrastructure is considered essential works.

FIT FOR PURPOSE – Ensuring that the right land is provided for open space and recreation in the right places. This can also refer to ensuring that places, spaces and facilities are designed to meet current and future community needs.

FOCUS AREAS – Core focus areas that support and guide the achievement of our vision.

INFRASTRUCTURE ASSETS – See ASSET.

INFRASTRUCTURE BACKLOG – The accumulated cost of all the maintenance, renewal, and upgrade projects required to bring a community’s assets up to an acceptable condition.

IPART – Independent Pricing And Regulatory Tribunal.

INDUSTRY STANDARDS AND GUIDELINES – A common benchmark for products, services, and operations, ensuring they are safe, reliable, and consistent.

IPR – Integrated Planning and Reporting.

LAND USE PLANNING – The process of creating long-term plans for development and land use that guide future decisions to ensure sustainable and thriving communities, balancing various needs while specifying what types of development can occur on particular land.

LOCAL GOVERNMENT AREA (LGA) – Maitland LGA covers an area of 392sqkm.

MAINTENANCE – The routine work required to keep assets in a serviceable condition, including repairs and updates to certify that they continue to meet performance standards.

MAITLAND’S FUTURE – This is our integrated Community Strategic Plan which provides clear strategic direction for the long term, and identifies the main priorities, aspirations and shared vision of the community.

OBJECTIVE – A specific and measurable outcome that supports the achievement of a priority, providing clear direction for actions and initiatives.

PARTNERING – A structured approach to working together with other parties to achieve a mutually beneficial outcome.

PLACE-BASED PLANNING – Working with the local community and stakeholders to create a shared vision for a place’s future, ensuring that response to growth and change is contextual, sustainable and tailored to local needs.

PLANNING PRECINCTS – Established to guide development, ensuring a more coordinated approach to growth, infrastructure, and the built environment by outlining objectives and providing tools for its implementation.

PRIORITY – A key area of focus within a focus area that defines what needs to be addressed to drive progress and deliver meaningful outcomes.

PROVISION – The action of providing or supplying something.

REGULATION – Authoritative rules accompanied by a mechanism for monitoring and ensuring compliance, often administered by a public agency.

RESILIENCE – Resilient communities have the ability to resist, absorb, accommodate, recover, transform and thrive in a timely, effective manner in response to the effects of shocks and stresses to enable positive economic, social, environmental and governance outcomes (definition from Infrastructure Australia).

RISK MANAGEMENT – A discipline for developing appropriate procedures to reduce the possibility of adverse effects from future events.

SUMMARY DOCUMENT – A summary of the supporting plans.

SUPPORTING PLAN – Internal documents that provide a detailed view of each community infrastructure asset category.

SUSTAINABILITY – The ability to meet current needs without compromising the ability of future generations to meet their own needs, especially in the context of financial, environmental and social factors.

TARGET – A goal to be reached by a specific date which may be higher than the forecasted performance. It aims to continually improve performance.

WE/OUR/US – In this document this refers collectively to the community of Maitland and Maitland City Council.

WELLBEING DOMAIN – Key factors that impact the quality of life of Maitland’s community.



References and research

Maitland's strategies and plans

- Asset Management Planning 2025 – 2029
- Communication and Engagement Strategy 2024 – 2028
- Economic Development Strategy 2025 – 2035
- Environmental Sustainability Strategy 2030
- Local Strategic Planning Statement 2040+
- Maitland's Future Community Strategic Plan 2025-2034
- Partnerships and Advocacy Strategy 2025 – 26
- Resourcing Maitland's Future 2025 – 2029.

External resources

- ACT Government's Wellbeing Framework, ACT Government, <https://www.act.gov.au/wellbeing/home>, accessed July 2025.
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- State Infrastructure Strategy 2022-2042; Integrate infrastructure, land use and service planning, Infrastructure New South Wales, accessed September 2025.
- Greener Places Design Guide (draft), Open space for recreation, urban tree canopy, bushland and water ways, Issue no 04-2020, Government Architect NSW, accessed October 2025.



Acknowledgements

All Councillors, Maitland City Council staff and Maitland community members who attended and participated in workshops and engagement activities to ensure the Community Infrastructure Strategy reflects the views of all Maitland.

Councillors for their ongoing commitment to supporting the preparation of the Community Infrastructure Strategy.

All members of Maitland advisory committees and groups that provided valuable insights and feedback that informed the direction of the Community Infrastructure Strategy.

All regular hirers across our sporting and community facilities who met with us to share their insights, experiences, challenges and opportunities.





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**maitland**  
CITY COUNCIL

# **City Services**

## **Community Infrastructure Strategy**

### **Aquatic Centres Network Supporting Plan Summary (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 2**

**Number of Pages: 7**

# Aquatic Centres Network Supporting Plan Summary

2025-2035

## Community Infrastructure Strategy

The Community Infrastructure Strategy (CIS) provides a pragmatic, feasible, achievable roadmap for the equitable long-term provision (20 years) of community infrastructure over which council has primary responsibility, plays a role in delivering, or seeks to advocate for on behalf of the community.

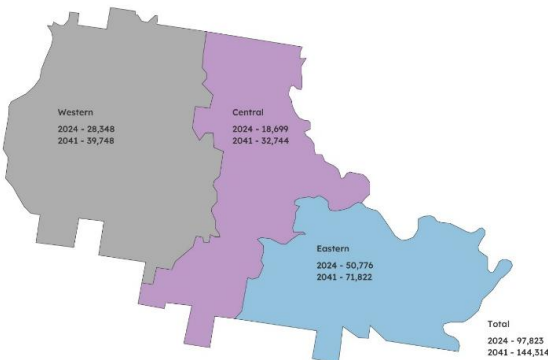
The CIS guides a holistic, integrated and evidence-based approach to the prioritisation, planning, design and provision of community infrastructure to meet the changing needs of a growing population efficiently, effectively and responsibly, without compromising the ability of future generations to meet their own needs.

The five strategic priorities from the CIS are community identity, thriving communities, partnerships, shaping a shared future and delivering quality services.

## Planning precincts

To plan and manage future growth within the city, three distinct local planning precincts have been identified and used across all supporting plans. These are the central, eastern and western precincts.

The local precinct approach will be guided by walkable neighbourhood principles where our residents can access most of their daily needs locally, without using a car. This approach aims to gradually shift away from a continuously expanding urban footprint to a focus on revitalising our existing centres and neighbourhoods.



## Maitland population profile

PLANNING PRECINCT	2024	2041	DIFFERENCE	COMPOUNDING ANNUAL GROWTH RATE
Central	18,699	32,744	14,045	3.4%
Eastern	50,776	71,822	21,046	2.1%
Western	28,348	39,748	11,400	2.0%
TOTAL	97,823	144,314	46,491	2.3%



## Provisioning hierarchy

Hierarchy based planning guides where and what type and scale of community infrastructure is most needed. The hierarchy typically involves levels such as Local, District, Citywide and Regional. It is used alongside industry standards and guidelines, as well as service catchment and demand analysis.

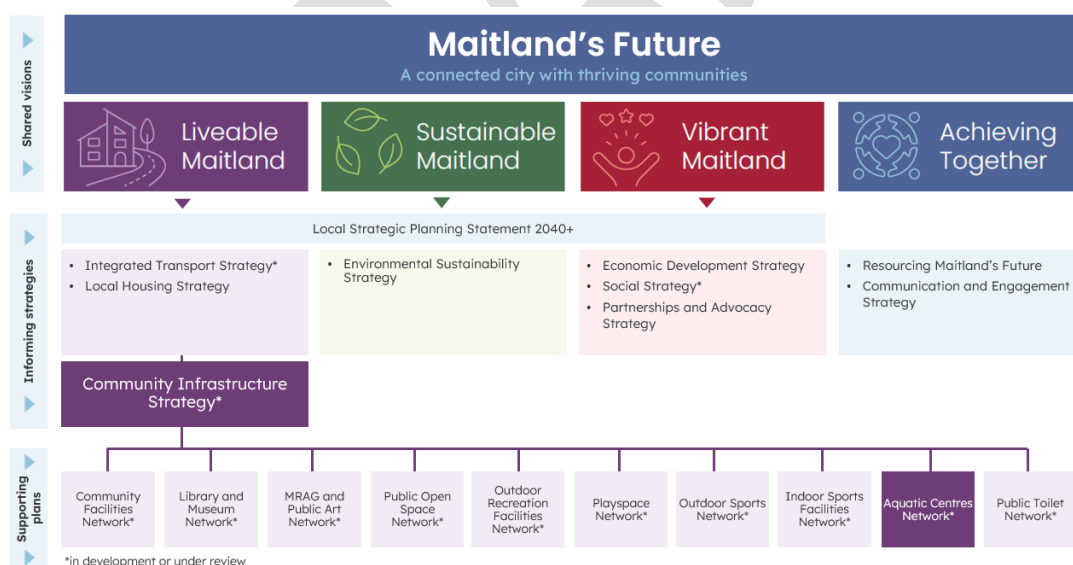
This approach ensures local facilities remain accessible whilst higher order facilities are strategically placed to meet evolving community needs. Most importantly, the hierarchy supports transparent and effective planning and serves our communities by:

- Distributing community infrastructure equitably
- Aligning provision with sound planning principles
- Meeting community expectations and demand
- Aligning current trends and guidelines
- Allowing consolidation and upgrades
- Reducing long-term asset maintenance by addressing oversupply
- Ensuring community infrastructure is sustainable and resilient long-term.

HIERARCHY LEVEL	DESCRIPTION
Local	• Located within a 5-15-minute walk of residences
District	• Located within a 3-kilometre radius or a 10-15-minute drive of most residences
Citywide	• Serves the whole Maitland Local Government Area and is a 30-45-minute drive of most residences
Regional	• Key destination spaces that serve our communities and attract visitors from outside the Maitland Local Government Area

## Strategic alignment

The Aquatic Centres Network Supporting Plan underpins Council's Community Infrastructure Strategy. Its relationship within the Integrated Planning and Reporting (IPR) framework and with Maitland's Future, the Community Strategic Plan, is depicted below.





### Aquatic Centres Supporting Plan purpose

To provide an evidence-based approach to planning, prioritising, designing, delivering and managing Maitland City Council's network of aquatic centres to ensure it contributes to our shared vision of a connected city with thriving communities.

Aquatic centres play an important role in the health, wellbeing and cohesion of our community. They also provide a safe and inclusive place to build social networks and connections around water through water safety, fitness, training and education, competition and lifesaving programs.

### Council's role

Council's role is to provide an accessible and inclusive network of aquatic facilities that promotes:

- essential swimming and water safety skills and education
- physical, mental, and functional health and wellbeing
- social connection and cohesion
- employment and support for the local economy.

### Current state – where we are now

Council's aquatic centres network operates within a broader aquatics network distributed within and beyond the Maitland LGA and is depicted in the map.



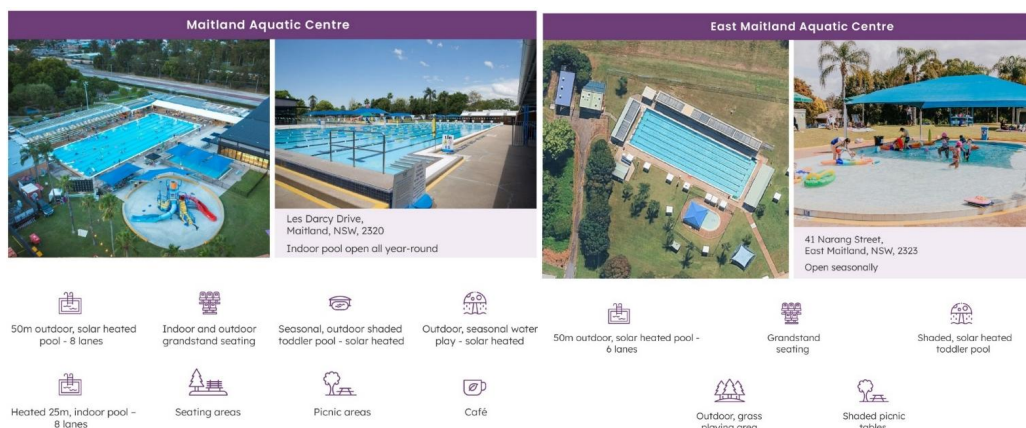
Maitland City Council currently provides one aquatic facility per 48,911 residents, which is comparatively low to the Hunter-wide provision rate of one aquatic facility per 25,315 residents.

It is also lower than the current national benchmarking for aquatic facility provisioning (regional cities), which is one facility per 12,826 residents (Royal Life Saving Society Australia, State of Australian Aquatic Facilities 2025 Report).

Provisioning rates can vary greatly and do not necessarily reflect community need, service expectations or service quality. For these reasons, a benchmark that extends beyond a quantity-only provisioning standard is a more realistic approach. Qualitative standards may include community capacity, usage, sustainability, efficiency, equity, quality, functionality and access.

Council's adopted framework comprises the following criteria which will support planning and provisioning decisions:

- equitable and needs-based investment
- safety and operational sustainability
- environmental sustainability and energy efficiency
- governance and long-term planning.



### Community engagement – what we heard

Between January and May 2023, Council engaged with the community and key stakeholders about Maitland's aquatic facilities. It is important to note that, at the time, East Maitland Aquatic Centre was closed for repairs. Residents in the East Planning District were strongly represented in the 1331 survey responses who were particularly focused on East Maitland Aquatic Centre remaining open.

Consultation focused on usage, satisfaction and community and stakeholder aspirations for aquatic facilities in Maitland. Specifically, Council aimed to:

- obtain feedback about current pools, facilities and programs
- understand current and non-current usage patterns
- understand existing facility and program preferences and future inclusions
- understand the modes of transport used to access the centres
- understand accessibility barriers.

Some key findings of the community engagement were:

- Most visitors travel to aquatic centres by private motor vehicle
- Top reasons for visiting include swimming laps (29%), recreation (29%), and children's swimming lessons (13%)
- High satisfaction with water play areas (71%), programs (70%), and kiosk/café (65%)
- Key areas for improvement include amenities (31%), parking (20%), and pool variety (18%)
- Priorities identified included upgraded changerooms, water-play areas, hydrotherapy pool, improved accessibility, and enhanced access in the western area of Maitland (e.g. Rutherford).

Between May and July 2025, Council engaged with over 670 community members, generating more than 1,100 contributions across surveys, mapping tools, and face-to-face pop-ups. Key insights included:

- Aquatic centres are under pressure. Pools are overcrowded, especially in winter, with strong calls for heated, year-round facilities
- There is a desire for modern amenities, water play areas and new facilities particularly in growth areas like Rutherford and Chisholm
- Aquatic Centres ranked four in the top infrastructure needs list, particularly with the Under 14 age group, highlighting that aquatic centres are an important piece of infrastructure for the Maitland community.

### Industry standards and trends – what we know

Maitland City Council adopted the Guidelines for Safe Pool Operation (GSPO) for the management and operation of its aquatic centres. The GSPO is a detailed set of specifications and recommendations, establishing best practice design and operations of aquatic locations nationwide. The guidelines were established and are maintained by Royal Life Saving Society Australia (RLSSA).

In addition, Council participates in an annual independent audit, the Aquatic Facility Safety Assessments (AFSA) audit, conducted by RLSSA. The audit is the easiest and most effective way to gain a true assessment of the level of safety and compliance and ensures aquatic centres are managed in line with current standards. The benefits of participating in AFSA audits are:

- benchmark current performance against industry standards and best practice
- gain independent and expert information and advice
- encourage continual improvement of the aquatic facility
- support the training and educational needs of key facility users
- stay current with regulatory changes
- reduce the likelihood and consequence of aquatic-related injury and death in the facility
- demonstrate the use of a formal risk management process
- maintain a working relationship with the peak industry body
- achieve recognition for safety practices
- reduce legal risk.

Emerging trends show that aquatic centres have transformed into diverse community hubs that offer more than just swimming facilities. The trend is toward a one-stop shop that combines recreation, fitness, wellness, and social connection while improving economic sustainability. Modern centres are designed to reflect local needs and demographics. Features commonly considered when prioritising inclusions for a modern aquatic facility include:

- **Leisure and Adventure:** Water parks, splash zones, and interactive play areas are increasingly popular, attracting families and tourists
- **Fitness and Education:** The integration of gyms, Pilates and yoga studios, group fitness spaces, and saunas provides consistent, year-round use of facilities. Strong learn-to-swim programs remain central, supported by purpose-built, heated pools that cater to high participation levels
- **Health and Wellness:** With growing demand for aquatic therapies, many redeveloped centres now include hydrotherapy or warm-water exercise pools. Additional spaces for allied health services, older adult fitness, and community programs promote inclusion, social interaction, and user retention
- **Hospitality and Retail:** Reception areas paired with cafés create a welcoming and efficient entry experience. The shift from simple kiosks to full cafés meets diverse dietary needs and broadens appeal. Retail outlets selling swimwear, accessories, and fitness gear complement these offerings

- **Inclusivity and Accessibility:** Modern facilities are guided by universal design, featuring gender-neutral changerooms, accessible pool entry (ramps and hoists), and compliant toilets and change facilities. These features ensure comfort, privacy, and equity for all users, including transgender and mobility-impaired patrons
- **Environmental Responsibility:** Rising energy and water costs have driven investment in environmentally sustainable design (ESD). Efficient systems reduce operational expenses and environmental impact, ensuring the long-term viability of centres.

### Future state – where we want to be

The future aquatics centres network will be planned for, established and maintained based on the following classification framework.

Regional	Citywide	District
Focus on facilities that support aquatic-based event and high performance programs and services, including increased lap swimming space, fitness and deep water related facilities.	Services the entire Local Government Area and incorporates high quality and high capacity facilities, that support recreation, leisure and adventure, fitness and training, education and therapy activities.	Services a planning precinct, with a primary focus on education, group exercise and therapy activities.

AQUATIC FACILITY	STRATEGIC DIRECTION
<b>REGIONAL</b>	
Hunter Sports Precinct, Broadmeadow  <i>*Subject to NSW Government support</i>	<p>The Hunter region lacks a contemporary, major event and high-performance aquatic facility; this could be addressed through the planned aquatic facility at Hunter Park in Broadmeadow. The inclusion of a regional standard aquatic facility at Hunter Park is consistent with other current and planned major event and high-performance facilities at the site.</p> <p>The investment by the NSW Government in major events and high-performance aquatic facilities will support Council's investment in community aquatic infrastructure. It is recommended aquatic facilities incorporate deep water opportunities for water polo and diving.</p>
<b>CITYWIDE</b>	
Maitland Aquatic Centre	Given the central location within Council's citywide parkland, combined with its existing facility components, Maitland Aquatic Centre is well placed to be further developed as Council's citywide aquatic facility.
<b>DISTRICT</b>	
East Maitland	Recognising existing and forecast populations for each planning precinct, Council will optimise community accessibility and use, avoid duplication and competition and improve the viability of the aquatic centres network by establishing new facilities to complement the Maitland Aquatic Centre. The complementary facilities in the east and west will be of an appropriate scale and support essential aquatic programs and services.
West Maitland  <i>*Location to be confirmed</i>	

## Indicative costs and land requirements

Cost estimates, excluding escalation, contained within this supporting plan are based on the expertise and experience of consultancy firm, Otium. The estimates should not be taken as meeting the standards applied by a quantity surveyor. For this reason, a formal cost estimate provided by a qualified quantity surveyor will be required to inform costs and the future direction of the work.

### Key points relating to costs include:

- estimated investment required over 10+ years: \$123,500,000
- average annual investment required: \$12,350,000 per year
- a range of external funding programs provided by NSW and Australian Government agencies are likely to be required.

## Funding

Royal Life Saving Society Australia's (RLSSA) analysis demonstrated that local government contributes the majority of pool infrastructure investment (64 per cent), while state and territory governments contribute 23 per cent and the federal government contributes 15 per cent.

Excluding government grants, additional funding sources for the delivery of future Maitland aquatic facilities infrastructure will include:

- council revenue
- development contributions
- voluntary planning agreements
- sale of surplus council land or assets
- establishment of a Community Infrastructure Reserve Fund.

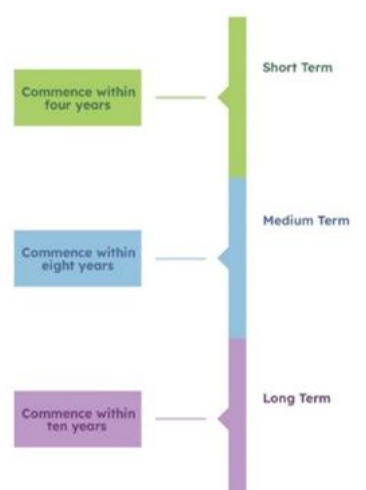
Given the significant financial contribution by local government, RLSSA recommends the establishment of a dedicated national public pool investment program that targets regional communities and local government areas with ageing infrastructure.

## How we get there

To achieve the planning objectives in the supporting plan, a staged approach will be applied over a 10-year period. An indicative schedule of works for the short (one to four years), medium (five to eight years) and long-term (nine to ten years) will be developed. It is anticipated that a number of actions or activities will be simultaneously undertaken, subject to resourcing.



The planned actions will be published in our [Delivery Program and Operational Plan](#) each year. The timeframe of actions being completed will depend on resourcing and funding availability.





# **City Services**

## **Community Infrastructure Strategy**

### **Community Facilities Network Supporting Plan Summary (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 3**

**Number of Pages: 6**

# Community Facilities Network Supporting Plan Summary

2025-2035

## Community Infrastructure Strategy

The Community Infrastructure Strategy (CIS) provides a pragmatic, feasible, achievable roadmap for the equitable long-term provision (20 years) of community infrastructure over which Council has primary responsibility, plays a role in delivering, or seeks to advocate for on behalf of the community.

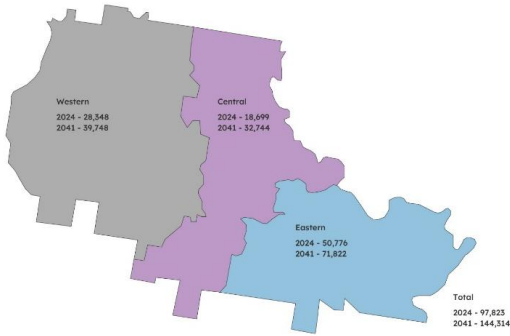
The CIS guides a holistic, integrated and evidence-based approach to the prioritisation, planning, design and provision of community infrastructure to meet the changing needs of a growing population efficiently, effectively and responsibly, without compromising the ability of future generations to meet their own needs.

The five strategic priorities from the CIS are community identity, thriving communities, partnerships, shaping a shared future and delivering quality services.

## Planning precincts

To plan and manage future growth within the city, three distinct local planning precincts have been identified and used across all supporting plans. These are the central, eastern and western precincts.

The local precinct approach will be guided by walkable neighbourhood principles where our residents can access most of their daily needs locally, without using a car. This approach aims to gradually shift away from a continuously expanding urban footprint to a focus on revitalising our existing centres and neighbourhoods.



## Maitland population profile

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### Provisioning hierarchy

Hierarchy based planning guides where and what type and scale of community infrastructure is most needed. The hierarchy includes Local, District, Citywide and Regional. It is used alongside industry standards and guidelines, as well as service catchment and demand analysis.

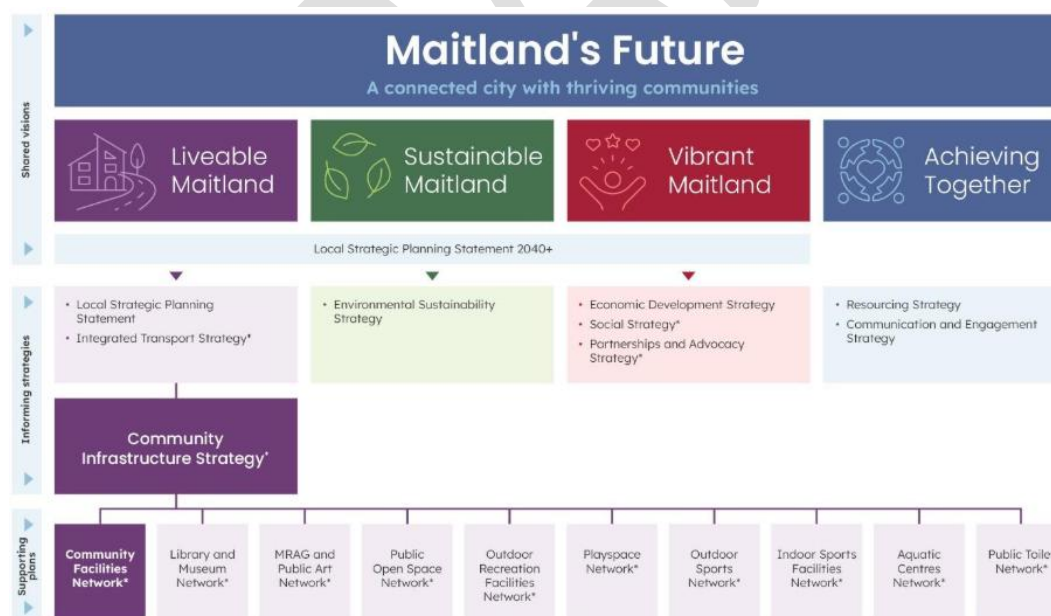
This approach ensures local facilities remain accessible whilst higher order facilities are strategically placed to meet evolving community needs. Most importantly, the hierarchy supports transparent and effective planning and serves our communities by:

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Local	• Located within a 5-15-minute walk of residences
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Regional	• Key destination spaces that serve our communities and attract visitors from outside the Maitland Local Government Area

### Strategic alignment

The Community Facilities Network Supporting Plan underpins Council's Community Infrastructure Strategy. Its relationship within the Integrated Planning and Reporting (IPR) framework and with Maitland's Future, the Community Strategic Plan, is depicted below.



### Community Facilities Network Supporting Plan purpose

To provide an evidence-based approach to planning, prioritising, designing, delivering and managing Maitland City Council's network of community facilities to ensure it contributes to our shared vision of a connected city with thriving communities.

Community facilities play an important role in supporting a community to grow and prosper. They are inclusive spaces where people can connect with each other and to services, as well as participate in a wide range of recreation, cultural and social activities that support health and wellbeing. A well-planned approach ensures these spaces are accessible, sustainable, and meet the diverse needs of the community.



### Community Facilities Network Supporting Plan inclusions

- Community centres
- Community halls
- Senior citizens centre
- Community meeting rooms.

### Council's role

Council's role is to provide an accessible and inclusive network of community facilities that:

- Promotes health, wellbeing and quality of life for residents
- Is targeted to local needs and reflective of community priorities
- Promotes equitable access for all sections of the community
- Provides a range of community spaces, places, services, activities and programs.



### Current state – where we are now

Council's community facilities network operates within a broader network distributed within and beyond the Maitland LGA. There are privately owned facilities, such as School of Arts, registered clubs, hotels, church halls, and schools, and others owned by other levels of government. The below table outlines community facilities currently owned or leased by Council.

PLANNING PRECINCT	FACILITY NAME
Central	<ul style="list-style-type: none"> <li>• St Ethel's Building</li> <li>• 73 Elgin Street, Maitland (Leased)</li> <li>• Gillieston Heights Community Hub</li> <li>• Maitland Senior Citizens Centre</li> <li>• Maitland Visitor Information Centre</li> </ul>
Eastern	<ul style="list-style-type: none"> <li>• East Maitland Community Centre</li> <li>• Shamrock Hill Multipurpose Centre</li> <li>• Bruce Street Community Hall (Leased by Council from Homes NSW)</li> <li>• Tenambit Community Hall</li> <li>• Metford Community Hall</li> <li>• Morpeth School of Arts</li> <li>• Pat Hughes Community Centre</li> <li>• Woodberry Family Centre (Leased)</li> <li>• Noel Unicomb Community Hall (Leased)</li> </ul>
Western	<ul style="list-style-type: none"> <li>• Rutherford Community Centre (Partially leased)</li> </ul>

Maitland City Council's current provision rate of one community facility per 9,782 residents is comparable to the Hunter-wide provision rate of one community facility per 9,981 residents. The NSW Growth Centres Commission community infrastructure standards recommend one local community facility to 6,000 residents and one district community facility to 20,000 residents.

### Community engagement – what we heard

In March 2025, Council engaged 64 of our regular hirers, including through facility-specific meetings, to obtain feedback on what is working well and what requires improvement for our hireable spaces. Our regular hirers told us that they would value:

- Improved asset maintenance
- Furniture and equipment upgrades
- Improved technology in the facilities

Between May and July 2025, Council also engaged with over 670 community members, generating more than 1,100 contributions across surveys, mapping tools, and face-to-face pop-ups. Key insights included:

- Multi-use and co-located hubs were a priority for the community, combining libraries, community facilities and playspaces.
- There is a desire for sustainable, smart design. This includes features such as solar, rainwater storage and contemporary technology.
- There is a strong call for more spaces for community connection and socialising.

### Industry standards and trends – what we know

The NSW Growth Centres Commission recommend one local facility for every 6,000 residents and one district facility for every 20,000 residents. These rates of provision can be used as a guide, but other community spaces need to be considered and factored into the calculation, for example, library spaces, sports fields, meeting spaces and art gallery spaces.

There are no specific community facilities guidelines in NSW. However, Landcom has prepared community centre guidelines in consultation with local government to encourage and support those involved in the planning, design and operation of community centres. Community facilities are also influenced and informed by the NSW Government's draft Cooler Places Guidelines released in 2025.

Emerging trends show that community facilities have shifted focus from being stand-alone facilities to providing more flexible spaces. Key emerging trends include:

- **Size and scale:** Smaller stand-alone facilities are no longer meeting community needs. There is a move towards larger facilities that provide a higher quality and wider range of spaces, services and activities.
- **Location, co-location and multipurpose:** Leading practice favours the clustering of community facilities in centres and co-locating them with other community infrastructure. This allows enhancement of both coordination among services and convenience for community who can access multiple services from a single location.
- **Place-making, community identity and capacity:** Community facilities that offer a diverse range of well-organised and well-attended services, programs and activities are successful. To achieve this, a variety of flexible spaces and amenities capable of being multifunctional and accessible are required.
- **Sustainability and smart design:** Community infrastructure including community facilities are now being designed with a stronger focus on sustainability and smart design. This is evident through the draft Cooler Places guidelines.
- **Resourcing and Partnerships:** Community facilities need to be well-resourced through staffing and funding. Building on the concepts of multipurpose, multifunction and sustainability, community facilities are increasingly dependent on the development of partnerships to ensure their success.

### Future state – where we want to be

The future facility requirements for community centre provision are closely linked to the libraries and museum network. A feasibility analysis needs to be undertaken to investigate larger, co-located facilities. It is proposed that planning for future facility requirements will be in line with community feedback and community facility trends. This includes designing facilities that are co-located, multi-purpose and allow for flexible spaces that can be used to meet a variety of community needs.



### Indicative costs and land requirements

Cost estimates, excluding escalation, contained within this supporting plan are based on staff expertise and experience.

#### Key points relating to costs include:

- estimated investment required over 10+ years: \$15,000,000
- average annual investment required: \$1,500,000 per year
- a range of external funding programs provided by NSW and Australian Government agencies are likely to be required.

### Funding

Funding for the delivery of future Maitland community facilities will include:

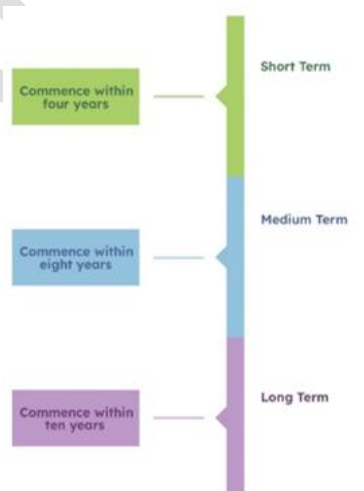
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### How we get there

To achieve the planning objectives in the supporting plan, a staged approach will be applied over a 10-year period. An indicative schedule of works for the short (one to four years), medium (five to eight years) and long-term (nine to ten years) will be developed. It is anticipated that a number of actions or activities will be simultaneously undertaken, subject to resourcing.



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## **City Services**

### **Community Infrastructure Strategy**

### **Indoor Sports Network Supporting Plan Summary (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 4**

**Number of Pages: 5**

# Indoor Sports Network Supporting Plan Summary

2025-2035

## Community Infrastructure Strategy

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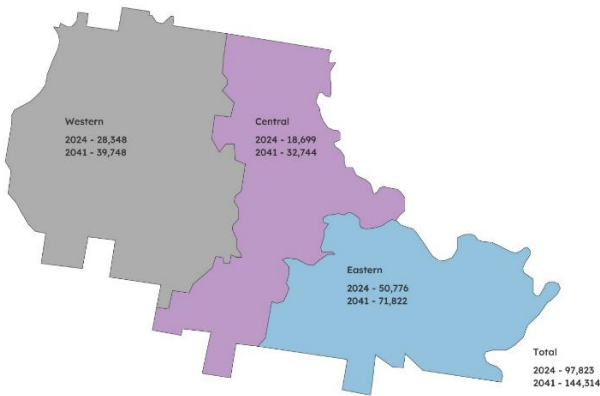
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## Planning precincts

To plan and manage future growth within the city, three distinct local planning precincts have been identified and used across all supporting plans. These are the central, eastern and western precincts.

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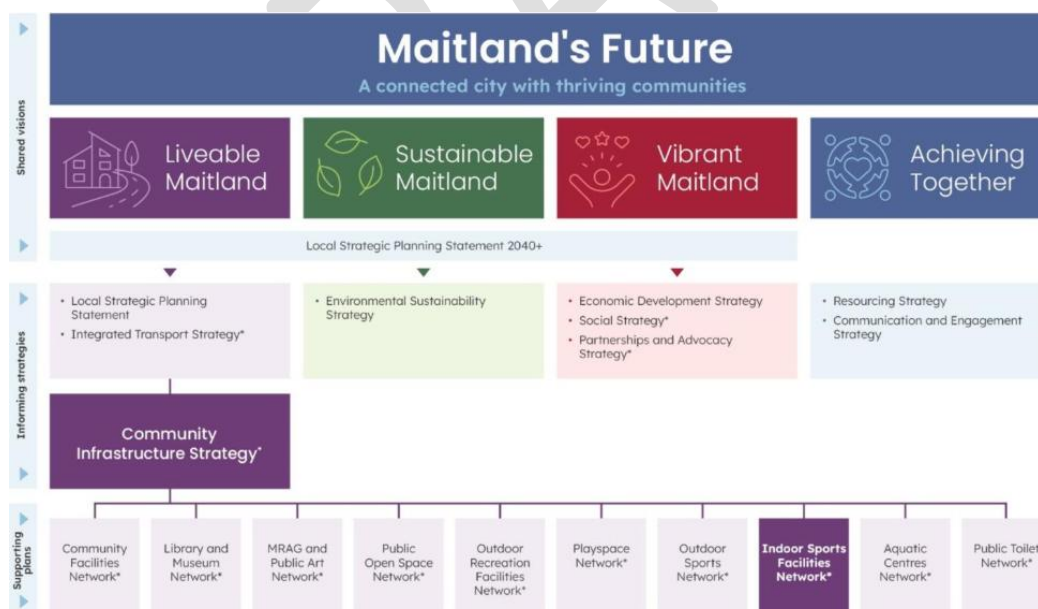
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Regional	• Key destination spaces that serve our communities and attract visitors from outside the Maitland Local Government Area

## Strategic alignment

The Indoor Sports Network Supporting Plan underpins Council's Community Infrastructure Strategy. Its relationship within the Integrated Planning and Reporting (IPR) framework and with Maitland's Future, the Community Strategic Plan, is depicted below.





### Indoor Sports Supporting Plan purpose

To provide an evidence-based approach to planning, prioritising, designing, delivering and managing Maitland City Council's network of indoor sports centres to ensure it contributes to our shared vision of a connected city with thriving communities.

Indoor sports centres play a vital role in the community by providing accessible, year-round facilities for a wide range of sports and recreational activities. They offer courts and programs for basketball, netball, futsal, volleyball, and other indoor activities.

### Council's role

Council's role is to provide accessible and inclusive indoor sports facilities to promote:

- year-round accessibility regardless of weather conditions, ensuring immunity to weather disruptions
- safety, particularly around weather conditions, cushioned flooring and padded walls, minimising the risk of injuries
- versatility, providing for a multi-purpose recreational facility and lively community centre for a variety of sports and activities
- consistent playing conditions in a controlled environment with stable temperature, humidity and lighting
- community hub for social interaction and community connection.

### Current state – where we are now

Council's indoor sports facilities network operates within a broader indoor sports network distributed within and beyond the Maitland LGA. Maitland City Council owns the Maitland Federation Centre which contributes to the indoor sports network as it is currently leased by Maitland Basketball Association.

There are four private indoor sports facilities that operate within Maitland, providing a range of activities from indoor cricket through to boxing and pickleball.

### Community engagement - what we heard

Council undertook site visits in August 2025 and interviewed key personnel to discuss infrastructure requirements, services and programs offered, use, future growth opportunities and peak usage and demand. To ensure the accuracy of the collected information, Council emailed summary of findings to each site operator for verification.

The Community Infrastructure Strategy engagement undertaken in May-July 2025 highlighted the need for indoor sports facilities. The cold and wet weather throughout the survey period underscored the importance of reliable indoor recreation spaces that can operate year-round. Key insights included:

- strong demand for more indoor courts and multipurpose indoor venues

- indoor sports were in the top five priorities for community infrastructure
- calls for facilities to support volleyball, futsal and netball indoors, particularly during wetter seasons.

### Industry standards and trends – what we know

Future Council indoor sports facilities will refer to key guiding documents such as:

- NSW Government – Planning for Active Places
- Sport Australia Facility Planning Guide
- Indoor Sports Facility Design Guidelines.

Emerging trends show that indoor sports facilities play an important role in supporting a thriving community. Some key emerging trends include:

- **health and wellbeing focused:** integration of recovery, group fitness, therapy and wellness spaces
- **technology integration:** digital booking systems, smart energy systems and live streaming functionality
- **flexible, multi-use design:** facilities that cater for a variety of uses and sports and integrate supporting infrastructure such as retractable seating
- **sustainability:** consistency with Maitland's Environmental Sustainability Strategy, the NSW Draft Cooler Places Guidelines and incorporating solar, recycled materials and green star design
- **inclusive design:** universal access, inclusive changerooms and amenities and an all-age, all-abilities approach to design
- **co-location:** co-locating indoor sports facilities with schools, health, youth and community hubs
- **community activation:** spaces providing opportunities for drop-in use, casual play and social sport programs.

### Future state – where we want to be

There is currently not a single statewide ration for indoor courts in NSW, many Hunter Council's use the provision of one indoor court per 6,000-10,000 people. The projected demand for 2041 is between 14 and 24 courts.

To meet current and future needs, Maitland's indoor sports facilities should provide:

- flexible multi-court spaces to accommodate a wide range of uses, such as basketball, futsal, netball, pickleball, volleyball, etc.
- supporting amenities: changerooms, accessible toilets, administration, storage, equipment, canteen/retail
- inclusive features: gender-neutral changerooms, seating for spectators and carers, quiet/wellness spaces
- shared use models: integration with schools, health, youth services, and fitness providers
- high-performance capability at one or more sites to support representative training and events.



### Indicative costs and land requirements

Cost estimates, excluding escalation, contained within this supporting plan are based on staff expertise and experience.

#### Key points relating to costs include:

- estimated investment required over 10+ years: \$35,000,000
- average annual investment required: \$3,500,000 per year
- a range of external funding programs provided by NSW and Australian Government agencies are likely to be required.

### Funding

Funding for the delivery of future Maitland indoor sports facilities will include:

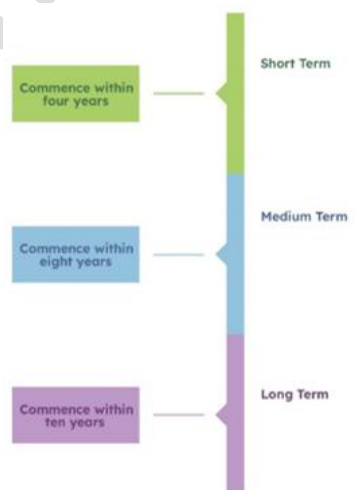
- council revenue
- development contributions
- voluntary planning agreements
- Australian Government grants
- NSW Government grants
- sale of surplus council land or assets
- establishment of a Community Infrastructure Reserve Fund.

### How we get there

To achieve the planning objectives in the supporting plan, a staged approach will be applied over a 10-year period. An indicative schedule of works for the short (one to four years), medium (five to eight years) and long-term (nine to ten years) will be developed. It is anticipated that a number of actions or activities will be simultaneously undertaken, subject to resourcing.



The planned actions will be published in our [Delivery Program and Operational Plan](#) each year. The timeframe of actions being completed will depend on resourcing and funding availability.



# **City Services**

## **Community Infrastructure Strategy**

### **Libraries and Museum Network Supporting Plan Summary (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 5**

**Number of Pages: 6**

# Library and Museum Network Supporting Plan Summary

2025-2035

## Community Infrastructure Strategy

The Community Infrastructure Strategy (CIS) provides a pragmatic, feasible, achievable roadmap for the equitable long-term provision (20 years) of community infrastructure over which council has primary responsibility, plays a role in delivering, or seeks to advocate for on behalf of the community.

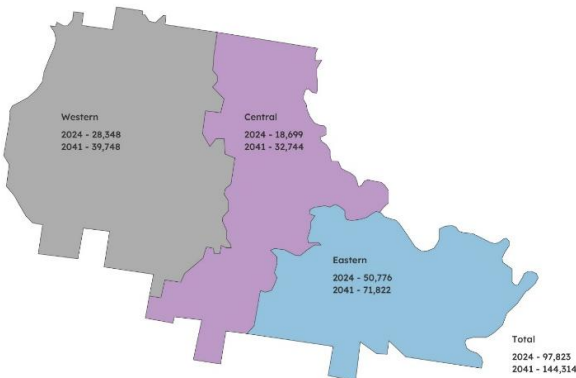
The CIS guides a holistic, integrated and evidence-based approach to the prioritisation, planning, design and provision of community infrastructure to meet the changing needs of a growing population efficiently, effectively and responsibly, without compromising the ability of future generations to meet their own needs.

The five strategic priorities from the CIS are community identity, thriving communities, partnerships, shaping a shared future and delivering quality services.

## Planning precincts

To plan and manage future growth within the city, three distinct local planning precincts have been identified and used across all supporting plans. These are the central, eastern and western precincts.

The local precinct approach will be guided by walkable neighbourhood principles where our residents can access most of their daily needs locally, without using a car. This approach aims to gradually shift away from a continuously expanding urban footprint to a focus on revitalising our existing centres and neighbourhoods.



## Maitland population profile

PLANNING PRECINCT	2024	2041	DIFFERENCE	COMPOUNDING ANNUAL GROWTH RATE
Central	18,699	32,744	14,045	3.4%
Eastern	50,776	71,822	21,046	2.1%
Western	28,348	39,748	11,400	2.0%
TOTAL	97,823	144,314	46,491	2.3%

## Provisioning hierarchy

Hierarchy based planning guides where and what type and scale of community infrastructure is most needed. The hierarchy includes Local, District, Citywide and Regional. It is used alongside industry standards and guidelines, as well as service catchment and demand analysis.

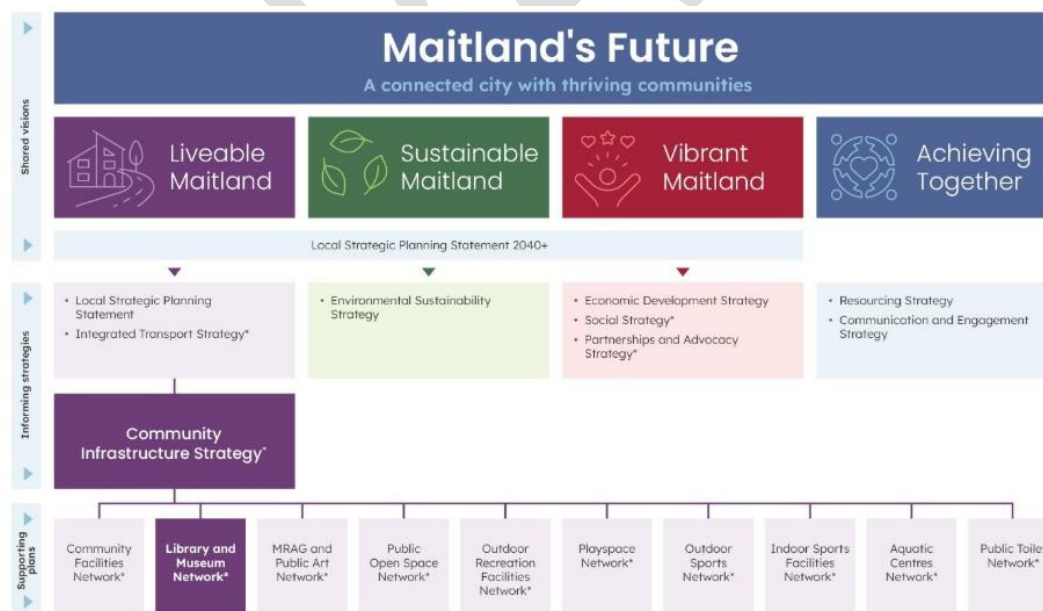
This approach ensures local facilities remain accessible whilst higher order facilities are strategically placed to meet evolving community needs. Most importantly, the hierarchy supports transparent and effective planning and serves our communities by:

- Distributing community infrastructure equitably
- Aligning provision with sound planning principles
- Meeting community expectations and demand
- Aligning current trends and guidelines
- Allowing consolidation and upgrades
- Reducing long-term asset maintenance by addressing oversupply
- Ensuring community infrastructure is sustainable and resilient long-term.

HIERARCHY LEVEL	DESCRIPTION
Local	• Located within a 5-15-minute walk of residences
District	• Located within a 3-kilometre radius or a 10-15-minute drive of most residences
Citywide	• Serves the whole Maitland Local Government Area and is a 30-45-minute drive of most residences
Regional	• Key destination spaces that serve our communities and attract visitors from outside the Maitland Local Government Area

## Strategic alignment

The Library and Museum Network Supporting Plan underpins Council's Community Infrastructure Strategy. Its relationship within the Integrated Planning and Reporting (IPR) framework and with Maitland's Future, the Community Strategic Plan, is depicted below.



**Library and Museum Network Supporting Plan purpose**

To provide an evidence-based approach to planning, prioritising, designing, delivering and managing Maitland City Council’s network of libraries and museums to ensure it contributes to our shared vision of a connected city with thriving communities.

Libraries and Museums play an important role in the social fabric of a society. Literacy is a foundation skill used throughout life to allow people to thrive socially, economically and gain access to work. Libraries are one of the key services to provide this. Museums collect, conserve and interpret human history and serve as inclusive spaces for cultural exchange and civic engagement.



**Council’s role**

Council’s role is to provide an accessible and inclusive network of library and museum facilities that promotes:

- literacy and learning
- strong social networks and safe places
- digital engagement
- mental wellbeing and longevity
- heritage conservation and preservation.

**Current state – where we are now**

Council’s library and museum network operates within a broader network distributed within and beyond the Maitland LGA.

PLANNING PRECINCT	LIBRARY AND MUSEUM FACILITIES
Central Precinct	• Maitland Library
Eastern Precinct	• East Maitland Library • Thornton Library • Morpeth Museum
Western Precinct	• Rutherford Library

Maitland City Council currently provides four libraries and one museum for the city's population. The current provision rate for libraries is one library per 23,899 residents, which is consistent to the Hunter-wide provision rate of one library per 23,360 residents. The museum provision rate varies considerably across the region.

### Community engagement – what we heard

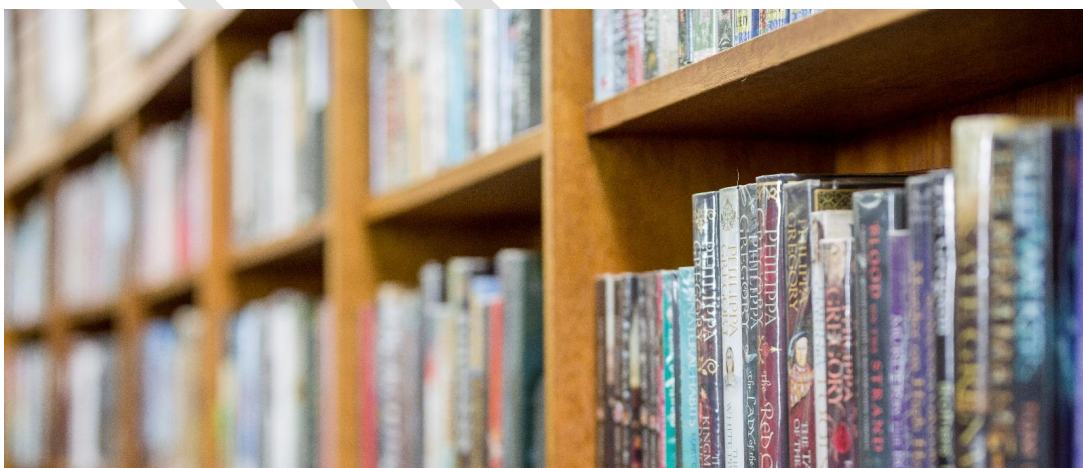
Council launched its library specific community consultation from 14 February to 31 March 2025 called 'The Future of Maitland Libraries'. This engagement asked the community to share how they currently use the libraries, what's working well, and what they would like to see in libraries in the future.

Some key findings of the community engagement were:

- East Maitland Library was the most visited (61%) with Maitland Library being the second most visited (33%)
- Maitland libraries are valued for
- their accessibility, lifestyle support and sense of community providing a place for learning, relaxation and social connection
- there is strong demand for extended opening hours, expanded programs, digital access and adult learning opportunities
- communication and accessibility remain critical for future growth
- satisfaction is high among users with 87 per cent of users indicating they would recommend Maitland libraries to others.

Between May and July 2025, Council engaged with over 670 community members, generating more than 1,100 contributions across surveys, mapping tools, and face-to-face pop-ups. Key insights included:

- libraries are at capacity. These spaces are valued as hubs for social connection and lifelong learning, but current facilities do not meet demand or need
- libraries provide free and low-cost opportunities for community participation and connection
- local history, heritage and storytelling are important





## Industry standards and trends – what we know

Maitland City Council's future planning for libraries and museums will consider the following guidelines:

- people Places: a guide for public library buildings in NSW
- the draft Cool Places Guidelines

Core library principles remain steady and provide a constant foundation for freedom of information access to all. Libraries are still about literacy, learning, stimulation, creativity and connecting people with each other however, they are also about virtual presence, digital content and specialised spaces. Some key trends insights include:

- **co-location:** larger library buildings co-located with other services create a hub or destination. Libraries are now seen as catalysts for urban regeneration, place making, showcasing technology and providing valuable foot-fall for neighbouring businesses. They are also used as co-working spaces and a sharing approach to life and workplaces
- **print and eBooks:** Print books are still being published, purchased and borrowed with Australians continuing to purchase more print books than eBooks
- **creative spaces:** libraries are including creative spaces within their buildings that include digital playpens, digital sandpits and maker spaces that foster learning, concentration, social interaction and problem-solving
- **information literacy and digital coaching:** this trend will continue in public libraries, particularly when it is important to navigate the overwhelming amount of information now available to community.

Museums in Australia have seen an increased focus on visitor experience and learning as well as public participation and access. Key trends insights include:

- **technology:** digitisation of images and digital integration are becoming increasingly popular
- **public participation:** there is a focus on providing more immersive and interactive experiences
- **accessibility:** museums are increasingly focusing on providing inclusive and accessible spaces and collections, providing experiences for the whole of community.

## Future state – where we want to be

The future of libraries in Maitland align closely with the community facilities supporting plan. There is an increasing focus on co-location of community facilities and libraries, providing flexible spaces to meet the changing needs of our community. This includes rooms that can be booked for meetings, activities and events and spaces that can be used for study or work. Libraries are increasingly more than books, they provide an integral space for community connection and socialisation and future facilities need to be designed with this in mind.

When looking at the future of museums in Maitland, there is a focus on heritage conservation and opportunity to provide spaces that can display collections and provide public participation and access.

### Indicative costs and land requirements

Cost estimates, excluding escalation, contained within this supporting plan are based on staff expertise and experience.

#### Key points relating to costs include:

- estimated investment required over 10+ years: \$66,500,000
- average annual investment required: \$ 6,650,000 per year
- a range of external funding programs provided by NSW and Australian Government agencies are likely to be required.

### Funding

Funding for the delivery of future Maitland libraries and museums will include:

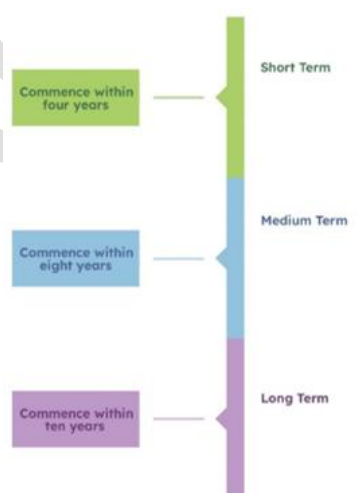
- council revenue
- development contributions
- voluntary planning agreements
- Australian Government grants
- NSW Government grants
- sale of surplus council land or assets
- establishment of a Community Infrastructure Reserve Fund.

### How we get there

To achieve the planning objectives in the supporting plan, a staged approach will be applied over a 10-year period. An indicative schedule of works for the short (one to four years), medium (five to eight years) and long-term (nine to ten years) will be developed. It is anticipated that a number of actions or activities will be simultaneously undertaken, subject to resourcing.



The planned actions will be published in our [Delivery Program and Operational Plan](#) each year. The timeframe of actions being completed will depend on resourcing and funding availability.



## **City Services**

### **Community Infrastructure Strategy**

### **MRAG and Public Art Network Supporting Plan Summary (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 6**

**Number of Pages: 6**

# Maitland Regional Art Gallery (MRAG) and Public Art Network Supporting Plan Summary

2025-2035

## Community Infrastructure Strategy

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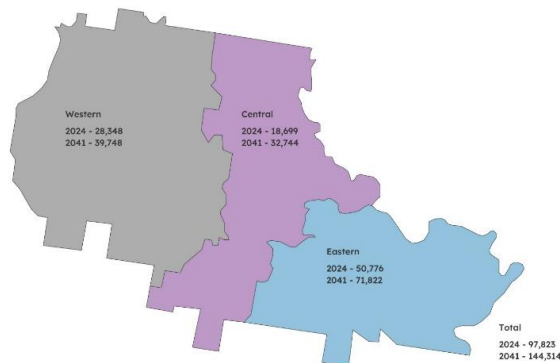
The CIS guides a holistic, integrated and evidence-based approach to the prioritisation, planning, design and provision of community infrastructure to meet the changing needs of a growing population efficiently, effectively and responsibly, without compromising the ability of future generations to meet their own needs.

The five strategic priorities from the CIS are community identity, thriving communities, partnerships, shaping a shared future and delivering quality services.

## Planning precincts

To plan and manage future growth within the city, three distinct local planning precincts have been identified and used across all supporting plans. These are the central, eastern and western precincts.

The local precinct approach will be guided by walkable neighbourhood principles where our residents can access most of their daily needs locally, without using a car. This approach aims to gradually shift away from a continuously expanding urban footprint to a focus on revitalising our existing centres and neighbourhoods.



## Maitland population profile

PLANNING PRECINCT	2024	2041	DIFFERENCE	COMPOUNDING ANNUAL GROWTH RATE
Central	18,699	32,744	14,045	3.4%
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TOTAL	97,823	144,314	46,491	2.3%

### Provisioning hierarchy

Hierarchy based planning guides where and what type and scale of community infrastructure is most needed. The hierarchy includes Local, District, Citywide and Regional. It is used alongside industry standards and guidelines, as well as service catchment and demand analysis.

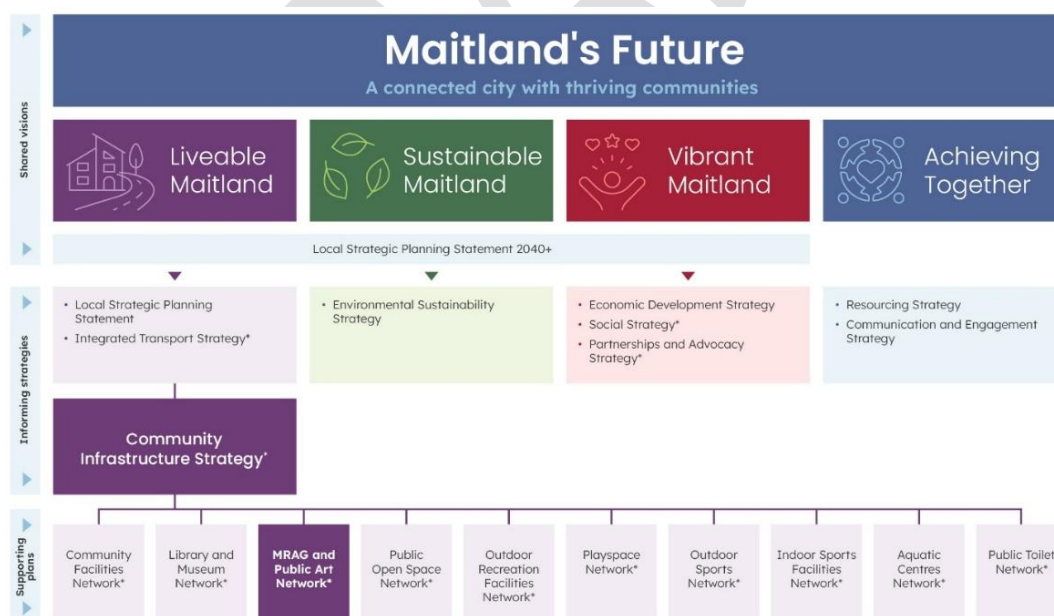
This approach ensures local facilities remain accessible whilst higher order facilities are strategically placed to meet evolving community needs. Most importantly, the hierarchy supports transparent and effective planning and serves our communities by:

- Distributing community infrastructure equitably
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- Meeting community expectations and demand
- Aligning current trends and guidelines
- Allowing consolidation and upgrades
- Reducing long-term asset maintenance by addressing oversupply
- Ensuring community infrastructure is sustainable and resilient long-term.

HIERARCHY LEVEL	DESCRIPTION
Local	• Located within a 5-15-minute walk of residences
District	• Located within a 3-kilometre radius or a 10-15-minute drive of most residences
Citywide	• Serves the whole Maitland Local Government Area and is a 30-45-minute drive of most residences
Regional	• Key destination spaces that serve our communities and attract visitors from outside the Maitland Local Government Area

### Strategic alignment

The MRAG and Public Art Network Supporting Plan underpins Council's Community Infrastructure Strategy. Its relationship within the Integrated Planning and Reporting (IPR) framework and with Maitland's Future, the Community Strategic Plan, is depicted below.





### MRAG and Public Art Network Supporting Plan purpose

To provide an evidence-based approach to planning, prioritising, designing, delivering and managing Maitland City Council's network of MRAG and public art to ensure it contributes to our shared vision of a connected city with thriving communities.

Maitland Regional Art Gallery (MRAG) delivers innovative and engaging art exhibitions and dynamic cultural and inclusive education programs. This service is delivered with an approach to community engagement based on inclusive and accessible programming. Public art helps to transform public spaces into meaningful and reflective spaces that celebrate the unique character, history and community of a place.

### Council's role

Council provides cultural programs through Maitland Regional Art Gallery as well as public art that promotes:

- connection and belonging within the community
- creativity and cultural enrichment, bringing people together
- cultural tourism - attracting and engaging visitors outside of the area
- lifelong learning
- opportunities for local employment and helps contribute to the visitor economy.

### Current state – where we are now

Council's MRAG and public art network operates within a broader network distributed within and beyond the Maitland LGA. MRAG is a well-established facility operating as a multi-function venue providing a range of spaces for creative expression, exhibitions, education programs, cultural events and venue hire for community groups and businesses. The Gallery plays an important role in fostering Maitland's cultural identity and draws strength from its reputation in the region as an open and accessible institution with a significant collection of local and nationally significant works of art. The Gallery provides a strong connection to community with a large cohort of volunteers, over 700 Gallery members, and a host of committed donors and benefactors.

Public art includes creative projects that can be both temporary or permanent, located in the public domain and accessible to all. Public art helps to transform public spaces into meaningful and reflective spaces that celebrate the unique character, history and community of a place. Through their creativity, artists contribute to shaping these spaces, giving them depth and identity. Public art fosters a sense of place, connecting individuals to their surroundings and to each other. While Maitland does not have an overarching cultural strategy or public art strategy, it does have a Maitland Public Art Policy to guide the commissioning and maintenance of the city's public art assets.





### Community engagement - what we heard

Between May and July 2025, the community was invited to help shape the direction of Maitland Regional Art Gallery's programs and services for the next five years. The feedback gathered will guide the development of the Maitland Regional Art Gallery 2025–30 Business Plan, which will ensure the Gallery continues to deliver cultural, education and visitor services that meets the expectations and needs of our growing community. Over 1,100 contributions were received via surveys, online tools, visitor check-ins and targeted discussions with artists, educators, young people and visitors.

Key insights from this engagement included:

- high satisfaction and pride - MRAG was praised as welcoming, inclusive and of high curatorial standard
- exhibitions and openings were among the key preferred activities
- families value interactive activities for children
- the community would like to see adult art classes (54%), artist talks (54%), exhibition tours (51%) and live music events (45%)
- qualitative feedback highlights demand for local artist opportunities, workshops for all ages and community-inclusive projects
- MRAG feels welcoming and inclusive and provides a high level of accessibility.

Between May and July 2025, Council engaged with over 670 community members, generating more than 1,100 contributions across surveys, mapping tools, and face-to-face pop-ups. Key insights included:

- cultural infrastructure is under-developed. There is strong demand for a cultural hub to house local community arts groups and celebrate Maitland's diverse heritage and creativity
- cultural infrastructure is seen as vital for community identity, tourism and intergenerational engagement
- community placed high value on supporting the arts.

## Industry standards and trends – what we know

MRAG adheres to standards and guidelines for the industry sector as a cultural collecting institution. Considerations for the operations of the Gallery are guided by the MRAG Acquisition and Collection Management Policy, International Council of Museums (ICOM) Code of Ethics, Museums Australia Code of Ethics, the Australian Government's Australian Best Practice Guide to Collecting Cultural Material, The National Standards for Australian Museums and Galleries, and the Australia Council for the Arts Protocols for using First Nations Cultural and Intellectual Property in the Arts.

In addition to this, there are requirements for MRAG to operate in accordance with national best-practice standards for environmental and building conditions as outlined by the National Standards for Australian Museums and Galleries and Gallery Climate Control Guidelines developed by agencies such as the Australian Museums and Galleries Association and Museums & Galleries of NSW. MRAG maintains stable environmental conditions across all exhibition and storage areas to ensure the long-term care and preservation of artworks.

Emerging trends show that there is an increasing movement in cultural institutions to expand and diversify their service with increased programs, talks, workshops and opportunities for community connection. Shifts in audience expectations, sustainability targets, technology and digital integration have seen new developments in cultural infrastructure. Art museums are increasingly incorporating digital display and technology within existing or new fit outs. Some key trends insights include:

- **partnerships:** there is a growing trend for co-location of commercial enterprise with cultural infrastructure assets of local governments
- **community expectations:** there is increasing demand in many areas for places for creative participation, ranging from interactive outdoor events to creative opportunities for children
- **sustainable infrastructure:** there is an increasing demand for climate resilience planning, especially important in regional areas prone to floods, bushfires or extreme heat
- **accessibility:** cultural facilities are now being developed with increased accessibility and comfort
- **landscaping and surrounds:** integration of the external spaces of cultural facilities is seen in many galleries. Sculptural gardens and landscaped spaces are often seen as extensions of cultural programs.

## Future state – where we want to be

MRAG will be maintained and upgraded regularly to continue to provide a high level of service to the community. This includes regular maintenance items as well as improvement projects to enhance the experience of visitors at Maitland Regional Art Gallery. Council will continue to provide and support the delivery of public art across Maitland, enhancing the experience of the community and creating connection to the places and spaces across Maitland.



### Indicative costs and land requirements

Cost estimates, excluding escalation, contained within this supporting plan are based on staff expertise and experience.

#### Key points relating to costs include:

- estimated investment required over 10+ years: \$7,032,000
- average annual investment required: \$703,200 per year
- a range of external funding programs provided by NSW and Australian Government agencies are likely to be required.

### Funding

Funding for the delivery of future Maitland MRAG and public art will include:

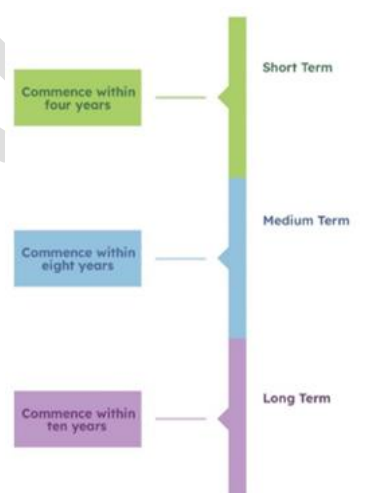
- council revenue
- development contributions
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### How we get there

To achieve the planning objectives in the supporting plan, a staged approach will be applied over a 10-year period. An indicative schedule of works for the short (one to four years), medium (five to eight years) and long-term (nine to ten years) will be developed. It is anticipated that a number of actions or activities will be simultaneously undertaken, subject to resourcing.



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# **City Services**

## **Community Infrastructure Strategy**

### **Outdoor Recreation Network Supporting Plan Summary (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 7**

**Number of Pages: 7**

# Outdoor Recreation Network Supporting Plan Summary

2025-2035

## Community Infrastructure Strategy

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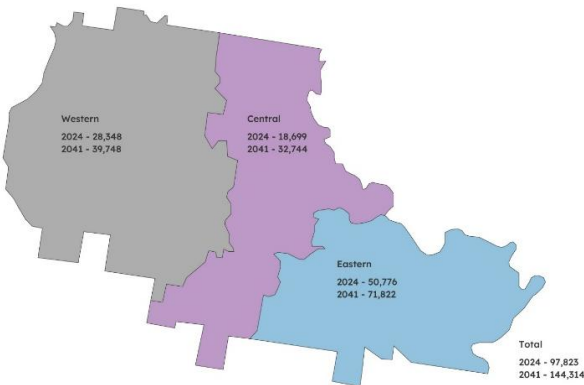
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The five strategic priorities from the CIS are community identity, thriving communities, partnerships, shaping a shared future and delivering quality services.

## Planning precincts

To plan and manage future growth within the city, three distinct local planning precincts have been identified and used across all supporting plans. These are the central, eastern and western precincts.

The local precinct approach will be guided by walkable neighbourhood principles where our residents can access most of their daily needs locally, without using a car. This approach aims to gradually shift away from a continuously expanding urban footprint to a focus on revitalising our existing centres and neighbourhoods.



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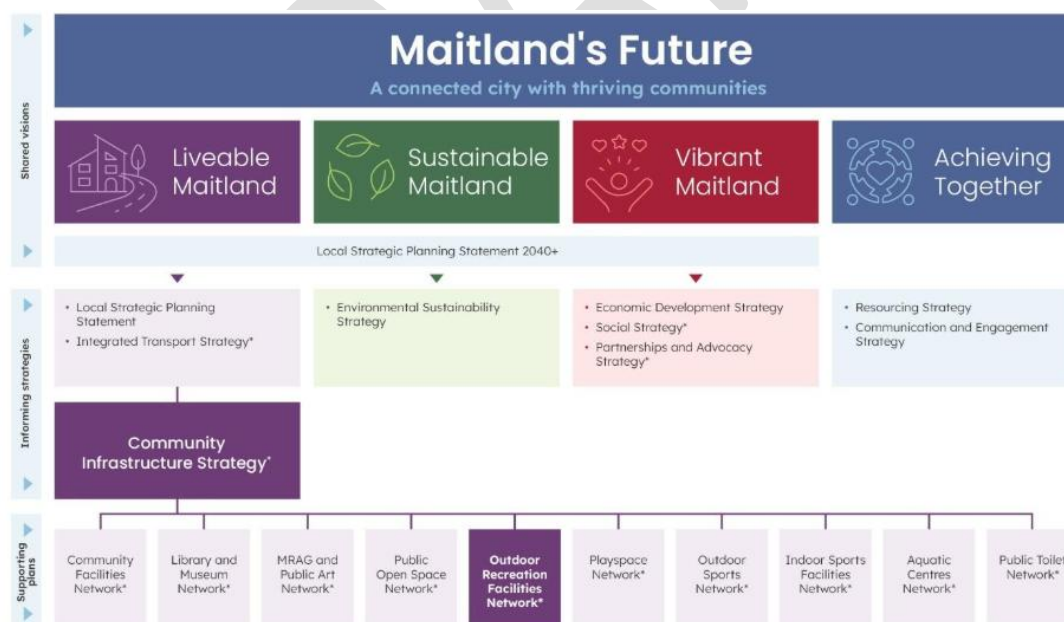
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Regional	• Key destination spaces that serve our communities and attract visitors from outside the Maitland Local Government Area

### Strategic alignment

The Outdoor Recreation Network Supporting Plan underpins Council's Community Infrastructure Strategy. Its relationship within the Integrated Planning and Reporting (IPR) framework and with Maitland's Future, the Community Strategic Plan, is depicted below.





### Outdoor Recreation Network Supporting Plan purpose

To provide an evidence-based approach to planning, prioritising, designing, delivering and managing Maitland City Council's network of outdoor recreation facilities to ensure it contributes to our shared vision of a connected city with thriving communities.

Outdoor recreation covers a wide range of recreational activities in natural, rural or urban open spaces. They activate our public open spaces, provide spaces for enjoyment and interaction with our natural environment and support health and wellbeing.

### Outdoor Recreation Network Supporting Plan inclusions

- Youth spaces – skate and bike facilities; informal BMX tracks; multipurpose courts; socialising spaces and ninja and parkour facilities
- Barbecue and picnic areas
- Fitness and exercise spaces – outdoor fitness equipment, circuit paths
- Dog off leash areas – these can be fenced or unfenced and may include agility equipment
- Trails and paths – paths, tracks and trails that encourage informal recreation
- Community gardens – collective group of people who develop and maintain a garden.

### Council's role

Council's role is to provide an accessible and inclusive network of outdoor recreation facilities that are:

- fit for purpose and consistent with legislation and standards
- for all ages and abilities
- of a quality that contributes to community health and wellbeing
- sustainable, connected and safe
- multipurpose and support various outdoor recreation activities.

### Current state – where we are now

Council's outdoor recreation network operates within a broader network distributed within and beyond the Maitland LGA.

Outdoor Recreation Type	Central	Eastern	Western	Total
Skate Parks	3	4	1	8
Pump track	1	1	0	2
Multipurpose courts/rebound walls	3	6	1	10
Fitness and exercise equipment	9	8	4	21
Dog Off Leash Areas (one fenced)	2	4	1	7
Trails -Walka Water Works	0	1	0	1
Picnic areas (sites with tables/shelter for picnic use)	15	44	7	66
Barbecue areas (picnic areas with BBQ)	13	6	0	19
Community Gardens	0	0	0	0

Provisioning rates can vary greatly and do not necessarily reflect community need, service expectations or service quality. For these reasons, a benchmark that extends beyond a quantity-only provisioning standard is a more realistic approach. Qualitative standards may include community capacity, usage, sustainability, efficiency, equity, quality, functionality and access.

Council's adopted framework comprises the following criteria which will support planning and provisioning decisions:

- equitable and needs-based investment
- safety and operational sustainability
- environmental sustainability and energy efficiency
- governance and long-term planning.



### Community engagement – what we heard

Between May and July 2025, Council engaged with over 670 community members, generating more than 1,100 contributions across surveys, mapping tools, and face-to-face pop-ups. Key insights included:

- Outdoor recreation and green space matter. Families, young people and older residents strongly value accessible parks, particularly in new growth areas
- Parents and families want more casual, all-ages outdoor spaces beyond organised sport
- Supporting infrastructure is important to our community
- There is a need for more youth friendly spaces that provide opportunity for them connect.

### Industry standards and trends – what we know

Maitland City Council adheres to relevant legislation and standards in the design and development of outdoor recreation facilities. This includes Australian Standards relating to outdoor fitness and skateparks as well as complying with the *Disability Discrimination Act 1992*.

Council also considers key guidelines such as:

- Standard guide for in-ground concrete skate park ASTM International (2018)
- Adventurous Spaces by NSW Department of Planning, Housing and Infrastructure (2024)
- Community Gardens Australia and Sustainable Gardening Australia

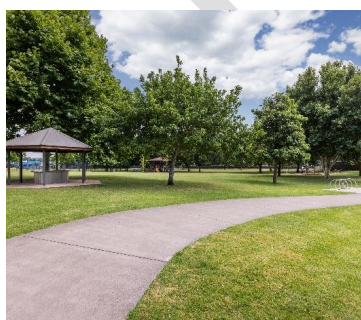
Emerging trends show that outdoor recreation facilities play an important role in supporting our communities. These spaces provide opportunity for people to socialise and connect and promote health and wellbeing. Importantly, these facilities allow people to interact with them on their own time, being able to exercise their dogs at a time that suits them, hang out with friends at the skatepark or train for a marathon. Some key trends when designing outdoor recreation facilities include:

- **Co-location and multipurpose:** Co-locating community infrastructure enhances social connection and maximises use. Outdoor recreation facilities need to be multipurpose, catering for a diverse range of recreational activities
- **Increase in unstructured recreation:** AUSPLAY data highlights an increase in unstructured recreation such as walking, cycling with friends, skating and yoga. Outdoor recreation facilities are key to ensuring communities have the opportunity to undertake the exercise and activities that are important to them
- **Technology:** With growing technology advancements, many people now utilise apps to support their health and wellbeing including fitness tracking apps or coaching apps. This suggests that there is an increased need to provide outdoor recreation facilities that allow people to exercise and train independently if they choose to do so
- **Resilient spaces:** Outdoor recreation facilities and green spaces play an important role in managing urban heat. Planning outdoor recreation facilities with resilience and sustainability in mind can enhance ecological resilience and mitigate the impacts of natural hazards such as heat, droughts, fires and floods.

#### Future state – where we want to be

Given the increasing pressure on our open space network, and the rising demand for informal recreation facilities, it is essential that outdoor recreation facilities are strategically integrated into the public open space network. To ensure fair and inclusive access for all residents, these facilities should be distributed equitably across the Central, Eastern, and Western precincts, considering population density, community needs, and spatial equity.

Additional outdoor recreation facilities will be required across the LGA in the future to service our population by 2041. The following table outlines Council's requirements for providing outdoor recreation facilities based on state guidelines, standards and benchmarks.



Outdoor Recreation Type	Minimum area required and shape/boundary	Connectivity	Diversity
Youth Spaces	<ul style="list-style-type: none"> <li>Flexible shape</li> <li>Minimum 50% road frontage</li> </ul>	<ul style="list-style-type: none"> <li>Connection to active transport networks</li> <li>Within 500m of a public transport stop</li> </ul>	May include: <ul style="list-style-type: none"> <li>Skate parks</li> <li>Pump tracks</li> <li>Parkour</li> <li>Multipurpose courts</li> <li>Exercise Areas</li> <li>Plaza with Wi-Fi</li> </ul>
Fitness and exercise equipment	Varies depending on equipment provided e.g. fitness stations or circuit	<ul style="list-style-type: none"> <li>Connection to active transport networks</li> <li>Within 500m of a public transport stop</li> </ul>	<ul style="list-style-type: none"> <li>Circuit style equipment</li> <li>Fitness stations</li> </ul>
Dog Off Leash Areas	<ul style="list-style-type: none"> <li>Minimum of 400m<sup>2</sup></li> <li>Flexible shape</li> </ul>	<ul style="list-style-type: none"> <li>Connection to active transport networks</li> </ul>	<ul style="list-style-type: none"> <li>Can be located in linear open space</li> <li>Minimum 1 fenced Dog Off Leash Area per precinct</li> </ul>
Trails and paths	<ul style="list-style-type: none"> <li>Minimum 30 minutes of walking on a return loop</li> </ul>	<ul style="list-style-type: none"> <li>Connection to active transport networks</li> </ul>	<ul style="list-style-type: none"> <li>Trails and paths can be delivered in various settings (bushland and urban)</li> <li>Provide for various activities including walking, jogging and cycling</li> </ul>
Picnic areas (sites with tables/shelter for picnic use) and barbecue areas (picnic areas with BBQ)	<ul style="list-style-type: none"> <li>Typically 500m<sup>2</sup> for large picnic areas/picnic areas with barbecues</li> <li>Flexible shape</li> <li>Boundary must be minimum 15m for picnic areas and 30m for barbecue areas</li> </ul>	<ul style="list-style-type: none"> <li>50% of the public open space these areas are in, should have road frontage</li> <li>Connection to active transport networks</li> <li>Picnic areas within 500m of a public transport stop</li> </ul>	<ul style="list-style-type: none"> <li>Picnic and barbecue areas can be within bushland or urban settings</li> </ul>
Community Gardens	<ul style="list-style-type: none"> <li>Shape is flexible</li> <li>No boundary less than 15m</li> </ul>	<ul style="list-style-type: none"> <li>Connection to active transport networks</li> </ul>	<ul style="list-style-type: none"> <li>Can vary in design and structure</li> </ul>

## Funding

Funding for the delivery of future Maitland outdoor recreation facilities will include:

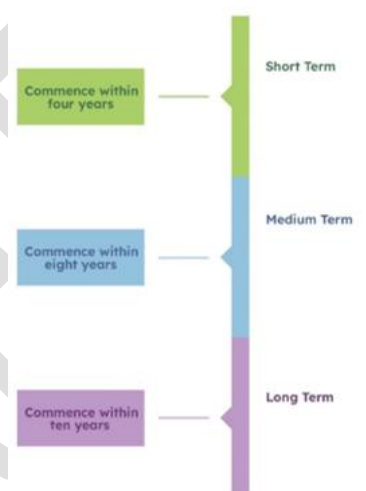
- council revenue
- development contributions
- voluntary planning agreements
- Australian Government grants
- NSW Government grants
- sale of surplus council land or assets
- establishment of a Community Infrastructure Reserve Fund.

## How we get there

To achieve the planning objectives in the supporting plan, a staged approach will be applied over a 10-year period. An indicative schedule of works for the short (one to four years), medium (five to eight years) and long-term (nine to ten years) will be developed. It is anticipated that a number of actions or activities will be simultaneously undertaken, subject to resourcing.



The planned actions will be published in our [Delivery Program and Operational Plan](#) each year. The timeframe of actions being completed will depend on resourcing and funding availability.



# **City Services**

## **Community Infrastructure Strategy**

### **Outdoor Sports Network Supporting Plan Summary (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 8**

**Number of Pages: 8**



# Outdoor Sports Network Supporting Plan Summary

2025-2035

## Community Infrastructure Strategy

The Community Infrastructure Strategy (CIS) provides a pragmatic, feasible, achievable roadmap for the equitable long-term provision (20 years) of community infrastructure over which council has primary responsibility, plays a role in delivering, or seeks to advocate for on behalf of the community.

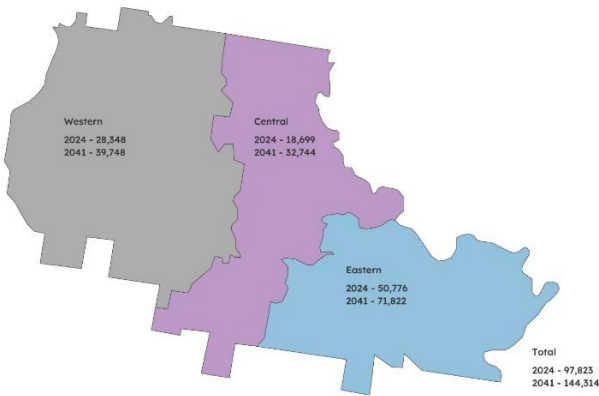
The CIS guides a holistic, integrated and evidence-based approach to the prioritisation, planning, design and provision of community infrastructure to meet the changing needs of a growing population efficiently, effectively and responsibly, without compromising the ability of future generations to meet their own needs.

The five strategic priorities from the CIS are community identity, thriving communities, partnerships, shaping a shared future and delivering quality services.

## Planning precincts

To plan and manage future growth within the city, three distinct local planning precincts have been identified and used across all supporting plans. These are the central, eastern and western precincts.

The local precinct approach will be guided by walkable neighbourhood principles where our residents can access most of their daily needs locally, without using a car. This approach aims to gradually shift away from a continuously expanding urban footprint to a focus on revitalising our existing centres and neighbourhoods.



## Maitland population profile

PLANNING PRECINCT	2024	2041	DIFFERENCE	COMPOUNDING ANNUAL GROWTH RATE
Central	18,699	32,744	14,045	3.4%
Eastern	50,776	71,822	21,046	2.1%
Western	28,348	39,748	11,400	2.0%
TOTAL	97,823	144,314	46,491	2.3%

### Provisioning hierarchy

Hierarchy based planning guides where and what type and scale of community infrastructure is most needed. The hierarchy includes Local, District, Citywide and Regional. It is used alongside industry standards and guidelines, as well as service catchment and demand analysis.

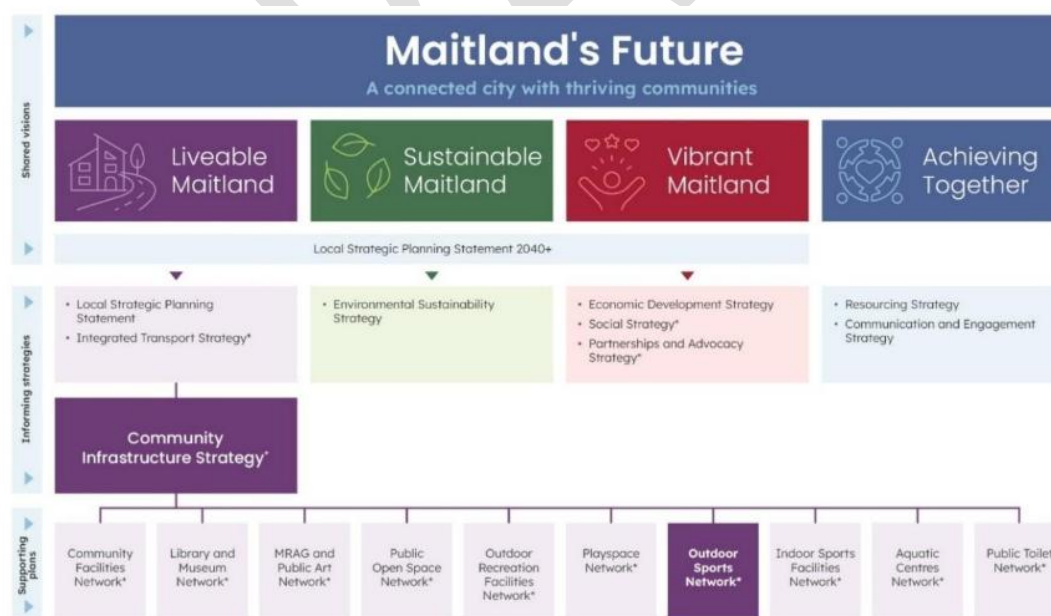
This approach ensures local facilities remain accessible whilst higher order facilities are strategically placed to meet evolving community needs. Most importantly, the hierarchy supports transparent and effective planning and serves our communities by:

- Distributing community infrastructure equitably
- Aligning provision with sound planning principles
- Meeting community expectations and demand
- Aligning current trends and guidelines
- Allowing consolidation and upgrades
- Reducing long-term asset maintenance by addressing oversupply
- Ensuring community infrastructure is sustainable and resilient long-term.

HIERARCHY LEVEL	DESCRIPTION
Local	• Located within a 5-15-minute walk of residences
District	• Located within a 3-kilometre radius or a 10-15-minute drive of most residences
Citywide	• Serves the whole Maitland Local Government Area and is a 30-45-minute drive of most residences
Regional	• Key destination spaces that serve our communities and attract visitors from outside the Maitland Local Government Area

### Strategic alignment

The Outdoor Sports Network Supporting Plan underpins Council's Community Infrastructure Strategy. Its relationship within the Integrated Planning and Reporting (IPR) framework and with Maitland's Future, the Community Strategic Plan, is depicted below.



### Outdoor Sports Network Supporting Plan purpose

To provide an evidence-based approach to planning, prioritising, designing, delivering and managing Maitland City Council's network of outdoor sports facilities to ensure it contributes to our shared vision of a connected city with thriving communities.

'Outdoor sports' refers to outdoor sporting facilities that bring people together, providing opportunities for recreation, competition and skill development, whether through individual or team-based sports. It is often referred to as community or organised sport, where many sporting organisations and clubs operate as a not-for-profit entity playing a pivotal role in the delivery of sport.



### Council's role

Council's role is to provide an accessible and inclusive network of outdoor sports facilities that promotes:

- learning and cognitive development
- development of professional athletes through community sports
- physical, mental, and functional health and wellbeing
- social connection and cohesion
- employment and support for the local economy.



### Current state – where we are now

Council's outdoor sports network operates within a broader network distributed within and beyond the Maitland LGA.

TYPE	TOTAL
Football	33 full-size football fields
Rugby league	13 full-size rugby league fields One modified rugby league field
AFL	One AFL oval
Disc golf	One disc golf course
Netball	40 netball courts 32 Plexipave courts Four hard courts Four grass courts
Tennis	31 tennis courts
Croquet	Four croquet greens
Cricket	31 cricket wickets 20 turf wickets 10 synthetic wickets One concrete wicket 10 cricket nets
Baseball	Two baseball diamonds
Softball	One softball training pitch
Hockey	One synthetic hockey pitch
Athletics	One synthetic athletics track Four turf athletics tracks
BMX	One competition BMX track
Touch football	12 touch fields 10 full-size touch fields and two modified fields

Council's adopted framework comprises the following criteria which will support planning and provisioning decisions:

- inclusive and accessible
- participation - structured, unstructured and emerging sports
- sustainable – environmental, financial and whole-of-life costing
- optimisation of existing community infrastructure
- partnerships and collaboration
- safety.

### **Community engagement – what we heard**

Maitland City Council conducted 48 onsite inspections at sporting facilities and collaborated with 77 user groups from July 2024 to August 2024. Some key findings of the community engagement were:

- emphasis of importance of on-field works before building upgrades for sports fields
- female-friendly changerooms and multi-changerooms for multi-field facilities
- lighting, irrigation and drainage

Between May and July 2025, Council engaged with over 670 community members, generating more than 1,100 contributions across surveys, mapping tools, and face-to-face pop-ups. Key insights included:

- multi-use and co-located facilities are preferred. Many participants expressed support for community hubs that combine libraries, childcare, playspaces, sports facilities, meeting spaces, and cafés, supported by transport links, walkability, and Wi-Fi.
- there is an under-provision of outdoor sports facilities in the Western precinct
- the quality of outdoor sports facilities vary across the local government area

### **Industry standards and trends – what we know**

Maitland City Council follows the facility guidelines or specifications available through the Office of Sport for the planning, design and development of a variety of sports. Peak bodies also provide facility specifications relevant to their specific activity, which are considered by Council in future planning.

Changing participation in outdoor sports means that Council will need to adapt sport infrastructure and services to meet current and future community needs. Key trends influencing the provision, design and management of outdoor sports facilities are:

- most growth has been in unstructured recreation
- new infrastructure should be developed within a multi-use hub precinct to ensure the maximum value of investment is achieved and avoid putting unnecessary financial pressure on Council and the community
- the location of facilities needs to be accessible to most of the community, ensuring maximised usage
- the large growth in female participation within traditionally male-oriented sports is increasing pressure on facilities and the need for universally accessible and diverse amenities
- outdoor sports infrastructure will need to incorporate opportunities for both structured and unstructured activities
- future facility design and provision will need to be adaptable to accommodate changing participation trends
- community sport relies heavily on volunteers, and this cohort is not only declining but requirements are more onerous.

### Future state – where we want to be

Planning for sports facilities is essential and key considerations include:

- a minimum of four football fields in a venue and no single-use or one field venue (single playing fields are normally only used for training and are costly to maintain within the overall network of sportsgrounds)
- outdoor sports fields are increasingly being located as part of a larger, multi-use sport and recreation precinct, providing opportunities for formal and informal activity
- local and regional strategic outcomes, including cross-local government planning
- available budgets and financial capacity for facility construction, maintenance and asset renewal, adopting lifecycle costing
- site conditions, particularly field location and resilience
- likely wear levels and the option of moving training to underused or training-specific sites, ensuring competition or match-day fields are maintained and safe for use
- appointing suitably qualified staff and/or contractors to design field construction, reconstruction, drainage systems, irrigation and lighting systems
- appointing suitably qualified staff and/or contractors to maintain Council's infrastructure to the standard that is required (best-practice maintenance involves performing only the activities required to address the issues limiting field performance at the site. Not all sites require all activities. It is best to target and adapt maintenance plans to the specific site and not a 'one-size fits-all' approach).

Maitland City Council's biggest challenge in delivering outdoor sports facilities is not the number of outdoor sports facilities located in the LGA, but rather the condition and quality of existing facilities. To maximise outdoor sports fields availability, floodlighting, irrigation and drainage is required.

Provision benchmarks and design guidelines have been developed for Maitland based on the current number of facilities and an analysis of quality issues that can be addressed using design guidelines to establish some performance outcomes.

When planning for provision of sportsgrounds, the following should be considered:

- Sport field use is multiuse and different overlays allow for winter and summer uses
- Good planning ensures sufficient space of suitable quality that can be reconfigured to meet emerging needs as participation trends change
- It can be difficult to predict participation trends into the future. Provision should focus on sporting spaces as opposed to specific sporting codes
- The capacity of facilities can vary considerably depending on local conditions, design of facilities and construction methods.



HIERARCHY	FACILITY STANDARD
Regional	<ul style="list-style-type: none"> <li>Regional, state and national facilities are the highest-level facilities capable of hosting events and competitions, national leagues, and regional, state or national team training centres. They usually provide the following features:</li> <li>enclosed to control access and generate revenue</li> <li>conforms to state technical standards</li> <li>gender inclusive and equitable access for competitors, officials and multiple teams</li> <li>provides infrastructure for competition and training (lighting, limited spectator seating and amenities, irrigation, drainage, parking)</li> <li>grounds are fully maintained and functional with no deterioration.</li> </ul>
Citywide	<ul style="list-style-type: none"> <li>Citywide facilities cater to a higher level of events and provide fit-for-purpose settings for association competition and peak leagues. They usually provide the following features:</li> <li>conforms to a specific code's general technical specifications for senior and junior competition</li> <li>is a single-sport venue with gender equitable amenities</li> <li>provides lighting for competition and training purposes</li> <li>provides slit drainage and irrigation</li> <li>high-level maintenance with increased level of service for playing fields.</li> </ul>
District	<ul style="list-style-type: none"> <li>District facilities cater for association competitions, hosting local finals or acting as a central venue for regular competitions for multiple clubs and/or teams. They comprise a mix of recreational, competitive and program formats. They usually provide the following features:</li> <li>conforms to a specific code's general technical specifications for junior and senior competition</li> <li>is a multi-sport venue with shared gender equitable amenities</li> <li>provides lighting for some competition and training purposes</li> <li>irrigation and drainage capacity to maintain turf surfaces</li> <li>maximises land use and design</li> <li>parking available</li> <li>medium-level maintenance with increased levels of service for playing fields.</li> </ul>
Local	<ul style="list-style-type: none"> <li>Local facilities serve the needs of the local community and sporting clubs for home and away fixtures, social sport, training activities and participation programs. They usually provide the following features:</li> <li>is a multi-sport facility</li> <li>provides senior and modified grounds to encourage maximum participation</li> <li>maintained to provide safe playing conditions</li> <li>provides basic amenities</li> <li>Council determines land use to provide maximum efficiency</li> <li>basic-level maintenance and turf management.</li> </ul>

### Indicative costs and land requirements

Cost estimates, excluding escalation, contained within this supporting plan are based on staff expertise and experience.

#### Key points relating to costs include:

- estimated investment required over 10+ years: \$84,705,000
- average annual investment required: \$8,470,000 per year
- a range of external funding programs provided by NSW and Australian Government agencies are likely to be required.

### Funding

Funding for the delivery of future Maitland outdoor sports facilities will include:

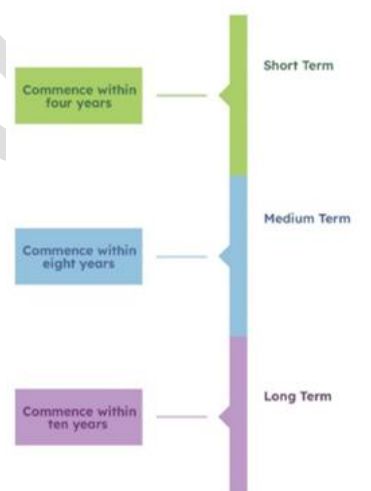
- council revenue
- development contributions
- voluntary planning agreements
- Australian Government grants
- NSW Government grants
- sale of surplus council land or assets
- establishment of a Community Infrastructure Reserve Fund.

### How we get there

To achieve the planning objectives in the supporting plan, a staged approach will be applied over a 10-year period. An indicative schedule of works for the short (one to four years), medium (five to eight years) and long-term (nine to ten years) will be developed. It is anticipated that a number of actions or activities will be simultaneously undertaken, subject to resourcing.



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# **City Services**

## **Community Infrastructure Strategy**

### **Playspaces Network Supporting Plan Summary (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 9**

**Number of Pages: 8**

# Playspaces Network Supporting Plan Summary

2025-2035

## Community Infrastructure Strategy

The Community Infrastructure Strategy (CIS) provides a pragmatic, feasible, achievable roadmap for the equitable long-term provision (20 years) of community infrastructure over which council has primary responsibility, plays a role in delivering, or seeks to advocate for on behalf of the community.

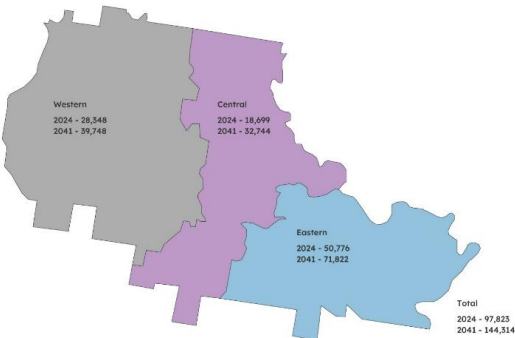
The CIS guides a holistic, integrated and evidence-based approach to the prioritisation, planning, design and provision of community infrastructure to meet the changing needs of a growing population efficiently, effectively and responsibly, without compromising the ability of future generations to meet their own needs.

The five strategic priorities from the CIS are community identity, thriving communities, partnerships, shaping a shared future and delivering quality services.

## Planning precincts

To plan and manage future growth within the city, three distinct local planning precincts have been identified and used across all supporting plans. These are the central, eastern and western precincts.

The local precinct approach will be guided by walkable neighbourhood principles where our residents can access most of their daily needs locally, without using a car. This approach aims to gradually shift away from a continuously expanding urban footprint to a focus on revitalising our existing centres and neighbourhoods.



## Maitland population profile

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TOTAL	97,823	144,314	46,491	2.3%

## Provisioning hierarchy

Hierarchy based planning guides where and what type and scale of community infrastructure is most needed. The hierarchy typically involves levels such as Local, District, Citywide and Regional. It is used alongside industry standards and guidelines, as well as service catchment and demand analysis.

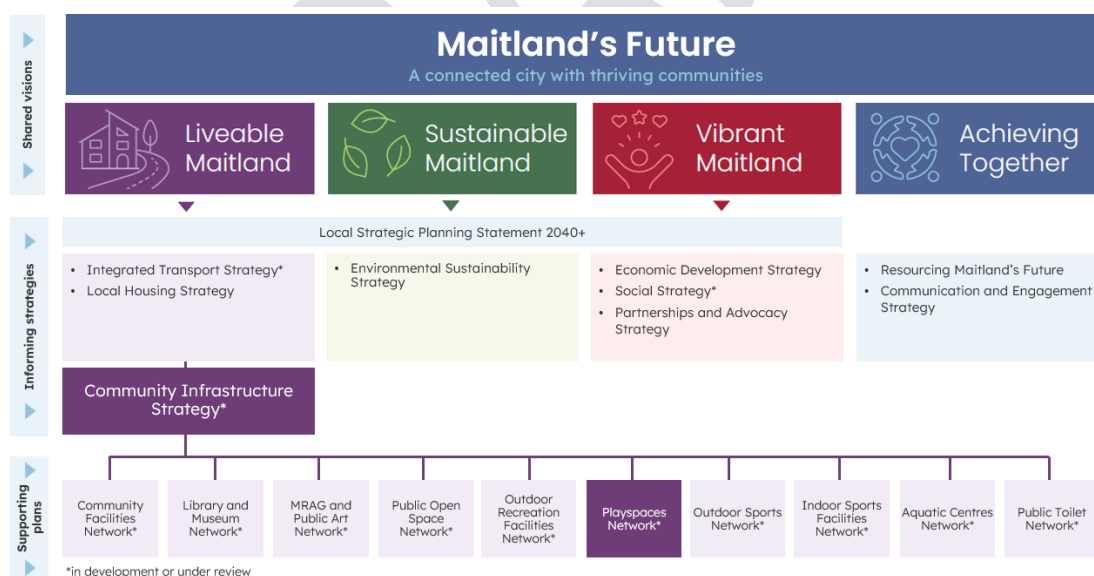
This approach ensures local facilities remain accessible whilst higher order facilities are strategically placed to meet evolving community needs. Most importantly, the hierarchy supports transparent and effective planning and serves our communities by:

- Distributing community infrastructure equitably
- Aligning provision with sound planning principles
- Meeting community expectations and demand
- Aligning current trends and guidelines
- Allowing consolidation and upgrades
- Reducing long-term asset maintenance by addressing oversupply
- Ensuring community infrastructure is sustainable and resilient long-term.

HIERARCHY LEVEL	DESCRIPTION
Local	• Located within a 5-15-minute walk of residences
District	• Located within a 3-kilometre radius or a 10-15-minute drive of most residences
Citywide	• Serves the whole Maitland Local Government Area and is a 30-45-minute drive of most residences
Regional	• Key destination spaces that serve our communities and attract visitors from outside the Maitland Local Government Area

## Strategic alignment

The Playspaces Network Supporting Plan underpins Council's Community Infrastructure Strategy. Its relationship within the Integrated Planning and Reporting (IPR) framework and with Maitland's Future, the Community Strategic Plan, is depicted below.





### Playspaces Supporting Plan purpose

To provide an evidence-based approach to planning, prioritising, designing, delivering and managing Maitland City Council's network of playspaces to ensure it contributes to our shared vision of a connected city with thriving communities.

Playspaces play an important role in shaping our neighbourhoods, offering adventure, discovery, learning, development and community connection. They provide opportunity for intergenerational cooperation, social interaction and co-existence. This assists with counteracting age stereotypes, developing emotional and social skills and supporting social integration.

### Council's role

Council's role is to provide an accessible and inclusive network of playspaces that promotes:

- Learning and cognitive development
- Physical, mental, and functional health and wellbeing
- Social connection and cohesion
- Discovery, fun and memory making.

### Supporting documents

The supporting documents listed below serve to verify the information in the supporting plan and provide evidence to support the frameworks and recommendations throughout the document.

Community Park (Play) and Playspace Equipment Quality Review Audit by Tredwell Management Services 2023.

[NSW Government Everyone Can Play Guidelines](#)

[NSW Government Greener Places Guidelines](#)

[NSW Public Spaces Charter and Engagement Report](#)



### Current state – where we are now

Maitland City Council currently owns 82 playspaces that vary in condition, distribution of equipment by age and play-type elements. The table below shows the number of local, district and citywide playspaces within the LGA and each planning precinct.

PLANNING PRECINCT	CENTRAL	EASTERN	WESTERN	TOTAL
Local	15	45	18	<b>78</b>
District	1	2	0	<b>3</b>
Citywide	1	0	0	<b>1</b>
<b>Total</b>	<b>17</b>	<b>47</b>	<b>18</b>	<b>82</b>

Strategic planning for playspaces considers not only distance to residents to meet community needs but other important planning considerations such as demographics, landform, road frontage, visibility, vegetation, land use and transport corridors that may present access constraints.

Council has established a hierarchy to serve residential catchments and the benefits allow for:

- equitable distribution
- aligning open space planning principles
- meeting community expectations and demand
- aligning current trends and state guidelines
- allowing consolidation and upgrades
- reducing long-term asset maintenance by addressing oversupply.

Distribution is determined by the availability, size and quality of existing open space, demographic data and the category of the playspace facility proposed. Council has informed the future planning for playspaces by undertaking additional desk-top analysis, site investigation and internal consultation.



The hierarchy reflects state guidelines for local, district and regional open space networks and is as follows:

	LOCAL	DISTRICT	CITYWIDE	REGIONAL/ DESTINATION
Size (land size)	Located within local parks (minimum 0.5 to 2ha of open space)	Larger size with greater capacity (minimum 2 to 5ha of open space) supporting a range of informal play and family uses	Larger size with greater capacity (more than 5ha) supporting multiple informal play and family uses	Larger size with greater capacity
Catchment	Within 400m to 600m radius or a five to 15-minute walk of residences	Within a three-kilometre radius or a 10 to 15-minute drive of most residences	Service across the LGA – or a 30 to 45-minute drive	Key destination spaces –that attract visitors from outside the LGA
Play value	Contains traditional play equipment	Greater variety of play elements and activities for different age groups, accessible, inclusive, all abilities and a wider range of informal play activities	Large variety and type of play elements and supporting informal play areas/activities for all ages and abilities	Includes iconic items or unique experiences not found in the local region
Play age	For ages up to 12 years	Provide play opportunities for all ages and abilities where practical	Provide play opportunities for all ages and abilities and intergenerational	Provide play opportunities for all ages and abilities and intergenerational
Length of stay	Short stay - one to two hours	Stay over two hours	Longer stay – four hours to a day	Allows for a full day stay
Supporting infrastructure	Accessible seating, paths, shade structure, natural shade, signage and bins	Includes toilets and parking as well as accessible seating, paths, shade structure, natural shade, signage and bins	Includes toilets, parking and a kiosk to support families and a longer stay, as well as seating, paths, shade structure, natural shade, signage and bins	Accessible facilities and supporting infrastructure including toilets, parking and a kiosk to support families for a long stay

## Audit findings

An independent Community Park (Play) and Playspace Equipment Quality Review Audit was completed in 2022 in accordance with Australian Standards AS4685 Playground Equipment and AS4422:2016 Playground Surfacing, to ensure Maitland City Council was providing sufficient and safe playspace infrastructure that is up to date with today's current trends and caters to the city's future expected population growth.

A final desktop analysis and report was completed in January 2023 which assessed land quality, asset condition and compliance, play value and made recommendations for sustainable management. Auditing included an assessment of the percentage of shade coverage at each playspace between 10am and 2pm.

The audit rated playspace conditions in the LGA as 13.1% excellent, 31.5% good, 54% fair and 1.3% poor.

It is difficult to quantify facility usage without site-specific surveys and observation, but facility performance can be based on criteria from the NSW Government's 'Everyone Can Play' guidelines.

The criteria used in the audit included:

- location
- layout
- signage and wayfinding
- access
- play experience
- equipment
- surfacing
- safety
- facilities
- landscape.

## Community engagement – what we heard

Not all of Maitland's playspaces can offer all things to all people, so provision across the playspace network will help achieve play opportunities for all. To do this, playspaces are generally targeted at younger children aged three to five years, school-aged children from six to twelve and teenagers thirteen and over.

Survey results from over 850 people in 2024 indicated that the community values playspaces and supports travelling further to access playspaces with more variety and other facilities. Local parks within walking distance will remain as valuable recreation facilities in addition to larger recreational multi-use open space destinations. Key areas that affect a person's ability to physically visit a playspace are lack of parking and no footpaths.

The survey also demonstrated that some 70.9 percent of people travel outside the Maitland LGA to access playspaces. These results suggest that people are prepared to travel for more variety of play, better facilities i.e. toilets, café, water-play elements, accessible play for people living with a disability, spaces for children of all ages and better parking.

The survey results showed that the under-five age group are the most frequent users of playspaces within the LGA. The survey explored whether residents would support reducing the number of local playspaces to increase the number of district playspaces. Fifty percent of survey respondents supported the creation of more district playspaces, understanding that this would decrease the number of local playspaces.

Some other key findings include:

- 62.6% of people travel by car while 31.7% walk
- 60.8% travel 5-10 minutes while 54.5% travel 10-30 minutes
- 43.5% stay on average 30-60 minutes while 44.7% stay 1-2 hours.

KEY INFLUENCES FOR PREFERRED PLAYSPACE	PERCENTAGE
Good variety of play	61.4%
Ample shade	57%
Easy to park	52.6%
Toilets	50.6%

KEY INFLUENCES FOR TIME SPENT AT PLAYSPACE	PERCENTAGE
Variety of play	82.9%
Ample shade	82.8%
Access to toilets	72.9%
Available park furniture (seating)	47.7%

### Industry standards and trends – what we know

Playspace construction and maintenance requirements and frequencies are guided by national standards for equipment, surfacing, and outdoor fitness safety. Planning and development also considers national standards for fire safety and shade fabric standards, alongside legislation such as the *Companion Animals Act 1998*, which restricts dogs near play areas.

Council uses the NSW Government's Everyone Can Play guidelines to promote inclusive design, with new standards being developed to ensure playspaces are well-located, appropriately scaled, and meet community needs. Key design principles include variety, safety, inclusion, intergenerational use, collaboration, and sustainability.

These design standards will include the following principles:

1. Variety of play – more opportunities and types of play
2. Safety – meet current standards and comply with national and state legislation and guidelines
3. Inclusive – universal design principles
4. Intergenerational – focus on creating spaces that provide common activities for both the young and old to support informal physical activity throughout a lifetime
5. Community needs and collaboration
6. Robust and sustainable - e.g. materials.

Emerging trends highlight the challenge of balancing safety, quality, and maintenance with rising community expectations. Destination playspaces are becoming increasingly popular and require careful planning to ensure long-term value.

### Future state – where we want to be

There is a growing expectation in the community that playspaces provide high-quality and diverse play experiences. People are willing to drive to playspaces that provide high-play value and supporting features such as car parking, seating, shelter, shade, pedestrian pathways and toilets that improve the overall play experience and encourage people to stay longer.

Not all of Maitland's playspaces can offer all things to all people, so provision across the playspace network will help achieve play opportunities for all. To do this, playspaces are generally targeted at younger children aged three to five years, school-aged children from six to twelve and teenagers thirteen and over.

Future provision of playspaces across the LGA is also guided by Section 7.11 Development Contribution Plans which identify the future provision of facilities as part of new development and urban release areas (URAs).

It is proposed to increase the provision of playspaces creating greater distribution across the LGA in line with our growing population. A focus should be on the district scale facilities which provide a broader experience for a wider range of users and cater to a greater catchment area. The one citywide playspace has been retained in the Central Precinct.

### Indicative costs

Cost estimates, excluding escalation, contained within this supporting plan are based on IPART costs, actual budget costs, and staff expertise and experience.

#### Key points relating to costs include:

- estimated investment required over 10 years: \$50,160,000
- average annual investment required: \$5,016,000 per year
- a range of external funding programs provided by NSW and Australian Government agencies are likely to be required.

### Funding

Funding for the delivery of future Maitland playspaces will include:

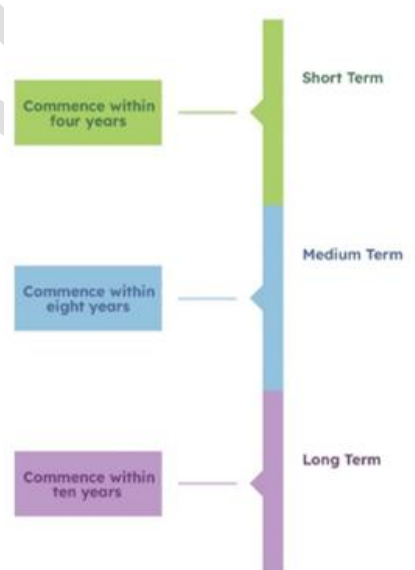
- council revenue
- development contributions
- voluntary planning agreements
- Australian Government grants
- NSW Government grants
- sale of surplus Council land or assets
- establishment of a Community Infrastructure Reserve Fund.

### How we get there

To achieve the planning objectives in the supporting plan, a staged approach will be applied over a 10-year period. An indicative schedule of works for the short (one to four years), medium (five to eight years) and long-term (nine to ten years) will be developed. It is anticipated that a number of actions or activities will be simultaneously undertaken, subject to resourcing.



The planned actions will be published in our [Delivery Program and Operational Plan](#) each year. The timeframe of actions being completed will depend on resourcing and funding availability.



# **City Services**

## **Community Infrastructure Strategy**

### **Public Open Space Network Supporting Plan Summary (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 10**

**Number of Pages: 6**



# Public Open Space Network Supporting Plan Summary

2025-2035

## Community Infrastructure Strategy

The Community Infrastructure Strategy (CIS) provides a pragmatic, feasible, achievable roadmap for the equitable long-term provision (20 years) of community infrastructure over which council has primary responsibility, plays a role in delivering, or seeks to advocate for on behalf of the community.

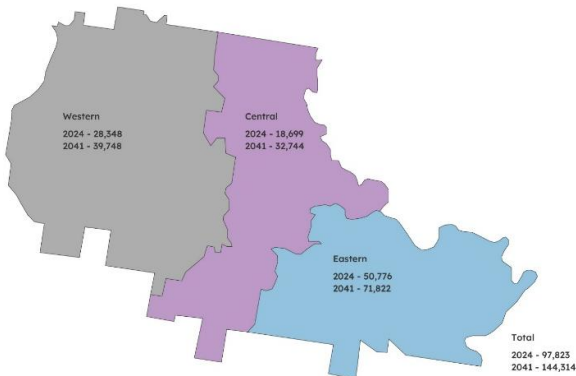
The CIS guides a holistic, integrated and evidence-based approach to the prioritisation, planning, design and provision of community infrastructure to meet the changing needs of a growing population efficiently, effectively and responsibly, without compromising the ability of future generations to meet their own needs.

The five strategic priorities from the CIS are community identity, thriving communities, partnerships, shaping a shared future and delivering quality services.

## Planning precincts

To plan and manage future growth within the city, three distinct local planning precincts have been identified and used across all supporting plans. These are the central, eastern and western precincts.

The local precinct approach will be guided by walkable neighbourhood principles where our residents can access most of their daily needs locally, without using a car. This approach aims to gradually shift away from a continuously expanding urban footprint to a focus on revitalising our existing centres and neighbourhoods.



## Maitland population profile

PLANNING PRECINCT	2024	2041	DIFFERENCE	COMPOUNDING ANNUAL GROWTH RATE
Central	18,699	32,744	14,045	3.4%
Eastern	50,776	71,822	21,046	2.1%
Western	28,348	39,748	11,400	2.0%
TOTAL	97,823	144,314	46,491	2.3%

Provisioning hierarchy

Hierarchy based planning guides where and what type and scale of community infrastructure is most needed. The hierarchy includes Local, District, Citywide and Regional. It is used alongside industry standards and guidelines, as well as service catchment and demand analysis.

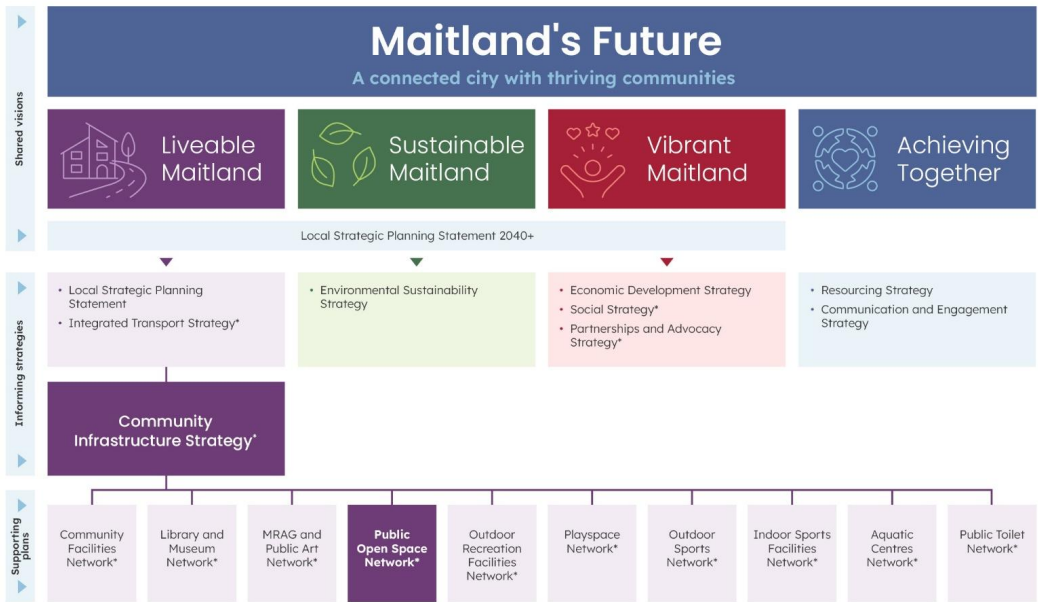
This approach ensures local facilities remain accessible whilst higher order facilities are strategically placed to meet evolving community needs. Most importantly, the hierarchy supports transparent and effective planning and serves our communities by:

- Distributing community infrastructure equitably
- Aligning provision with sound planning principles
- Meeting community expectations and demand
- Aligning current trends and guidelines
- Allowing consolidation and upgrades
- Reducing long-term asset maintenance by addressing oversupply
- Ensuring community infrastructure is sustainable and resilient long-term.

HIERARCHY LEVEL	DESCRIPTION
Local	• Located within a 5-15-minute walk of residences
District	• Located within a 3-kilometre radius or a 10-15-minute drive of most residences
Citywide	• Serves the whole Maitland Local Government Area and is a 30-45-minute drive of most residences
Regional	• Key destination spaces that serve our communities and attract visitors from outside the Maitland Local Government Area

Strategic alignment

The Public Open Space Network Supporting Plan underpins Council’s Community Infrastructure Strategy. Its relationship within the Integrated Planning and Reporting (IPR) framework and with Maitland’s Future, the Community Strategic Plan, is depicted below.



**Public Open Space Network Supporting Plan purpose**

To provide an evidence-based approach to planning, prioritising, designing, delivering and managing Maitland City Council's network of public open space to ensure it contributes to our shared vision of a connected city with thriving communities.

The public open space network provides the foundation upon which our community infrastructure facilities are placed, providing green, healthy places to live, exercise, play, socialise, relax and engage with nature. It supports provision for playing fields, playspaces, informal recreation areas, parks, outdoor recreation areas and aquatic centres.

**Public Open Space Network Supporting Plan inclusions**

- Community parks - settings for informal recreation, relaxation and socialisation.
- Sport and active recreation – settings for organised sport
- Natural areas and linear open space – areas dedicated to protecting and enhancing environmental and cultural heritage
- Civic spaces – play a vital role in urban life by fostering social inclusion, cultural expression and recreation.

**Council's role**

Council's role is to provide an inclusive and accessible public open space network that:

- is consistent with legislation and policy provision rates is sufficient to provide multiple landscape settings to support a range of functions
- is of a quality that supports active lifestyles, and enhances neighbourhood liveability
- is fit for purpose and is equitably distributed
- is, connected and safe
- is valued as a community natural asset by identifying, managing and protecting the rural and environmental land.

**Current state – where we are now**

Council's public open space network operates within a broader network distributed within and beyond the Maitland LGA.

PUBLIC OPEN SPACE COMPONENT	CURRENT TOTAL (HA)
Community parks	104.2
Sports and active recreation	157.0
Civic space	1.9
Linear open space, natural areas	329.7
Other	1.5
Total	594.3

The current provision of public open space has not been audited for quality. To fully understand the quality of existing land provision for the community, an audit of existing sites will need to be completed.

## Community engagement – what we heard

Between May and July 2025, Council engaged with over 670 community members, generating more than 1,100 contributions across surveys, mapping tools, and face-to-face pop-ups. Key insights included:

- outdoor recreation and green space matter. Families, young people, and older residents strongly value accessible parks and nature reserves
- green and natural spaces are vital. Parks, reserves and tree planting were seen as crucial for wellbeing, biodiversity and community connection
- there is strong support for preserving and expanding green spaces across Maitland local government area

## Industry standards and trends – what we know

To meet demand for public open space by 2041, Maitland Council will need to review the quality of current supply and move our focus to both quantity and quality for future provision.

Planning for public open space will be guided by the establishment of minimum land supply criteria, complemented with performance criteria (quality) that ensures land is fit for purpose and a diverse range of opportunities are provided equitably, and reflects the demand arising from a development.

Traditional planning models—such as allocating hectares per 1,000 people or prescribing a fixed percentage of land—are increasingly ineffective in delivering high-quality, functional open spaces.

A performance-based approach offers a more responsive and accountable framework. A performance-based approach shifts the focus from rigid spatial formulas to the actual outcomes required—encouraging tailored, flexible, and cost-effective strategies that better serve growing and diverse communities. Priorities will include:

- increasing access and diversity in public open spaces to meet varying community needs
- assess and respond to demand in existing and new communities, ensuring open space provision keeps pace with growth
- invest in quality, not just quantity, to deliver more fit for purpose open space
- reconnect people with nature through well-integrated open space planning
- link open spaces into wider networks of green infrastructure for enhanced ecological and community benefit
- promote active, healthy lifestyles by improving amenity, accessibility and safety
- ensure public open space is flexible and multi-use, supporting a broad range of uses

Public open spaces are undergoing a significant transformation as cities respond to changing social, environmental, and technological demands. No longer limited to traditional parks or passive green areas, these spaces are evolving to become more inclusive, sustainable, and multifunctional. Some key trends insights include:

- **Changes in participation:** there is more pressure on public open space to provide a wide range of activities, with less free time, people are preferring more flexible recreation opportunities
- **Multipurpose, flexible and adaptable:** there is a growing emphasis on multipurpose and community centred use across public open spaces, with a focus on these spaces becoming dynamic social hubs rather than static recreational spaces. These spaces need to be flexible and adaptable, allowing them to meet changing community needs

- **Resilient:** a well-designed open space network supports ecological health, social wellbeing, and disaster preparedness through multifunctional landscapes. In Australia, open space planning increasingly integrates natural systems and climate adaptation strategies
- **Technology:** public open spaces are being integrated with smart technologies to enhance user experience, sustainability and accessibility
- **Innovative funding and partnerships:** innovative approaches like joint ventures, public-private partnerships (PPPs), and collaborative funding models that involve multiple stakeholders—including government agencies, private developers, not-for-profits, and community groups are being used by local governments to support sustainable development and management of public open spaces
- **Safe, secure and inclusive:** public open space must be safe, welcoming, and accessible to people of all ages, abilities, and cultural backgrounds. Achieving genuine inclusivity involves not only removing physical barriers—such as uneven pathways or inadequate accessible parking—but also addressing broader design considerations that impact comfort and use.

### Future state – where we want to be

Given the increasing pressure on our public open space network as population grows and demand for access to outdoor areas increases, additional public open space will be required in the future to service our population by 2041. Detailed planning for future growth of each planning precinct is required to ensure that the focus is on the quality of open space and not merely the quantity. The performance indicators will be applied for assessing the quality of land based on:

- **distribution:** the geographic distribution of open space is critical to access and equity. Ensuring that all residents have nearby, safe access—typically measured by walking or travel distance—is essential for fair and inclusive use of open space
- **land size:** directly affects the functionality of public open spaces. Parks that are too small limit active play, restrict multiple users, and often fail to meet community needs. For sports facilities, adequate size is essential to meet standard field dimensions, allow proper orientation, and provide space for amenities and circulation
- **shape of the land:** shape can influence how an open space can be used and is critical when assessing if the site is fit for purpose. Land shape must provide sufficient length and width for the intended activities and community infrastructure planned for the site
- **slope of the land:** this impacts how an open space is used and maintained. Slope has a major impact on the use of the land for sport and can significantly increase the size of land needed.
- **accessibility and connectivity:** ease of access is critical for the community to be able to enjoy and use public open space and recreation facilities
- **diversity:** The variety of open space types in an urban area determines the diversity of recreational options available to the community. A diverse open space network should reflect the community's varied needs by providing multiple landscape settings and a broad mix of activities.



## Funding

Funding for the delivery of future Maitland's public open space will include:

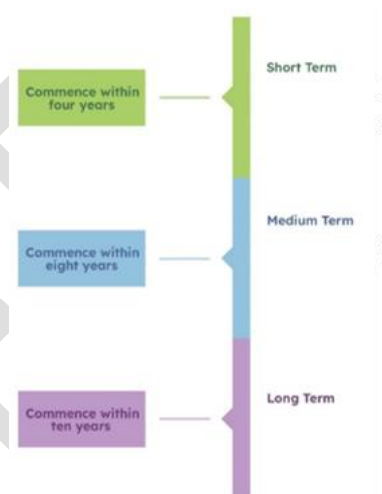
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## How we get there

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# **City Services**

## **Community Infrastructure Strategy**

### **Public Toilets Network Supporting Plan Summary (Under Separate Cover)**

**Meeting Date: 9 December 2025**

**Attachment No: 11**

**Number of Pages: 7**

# Public Toilets Network Supporting Plan Summary

2025-2035

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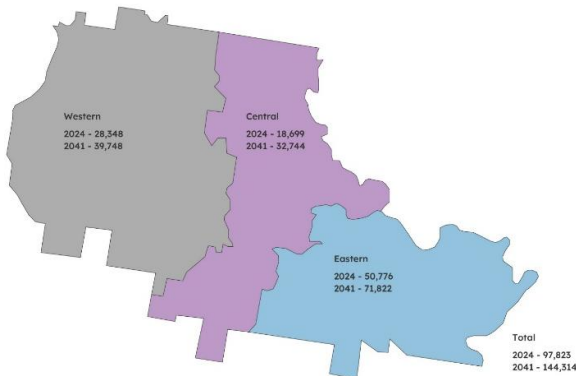
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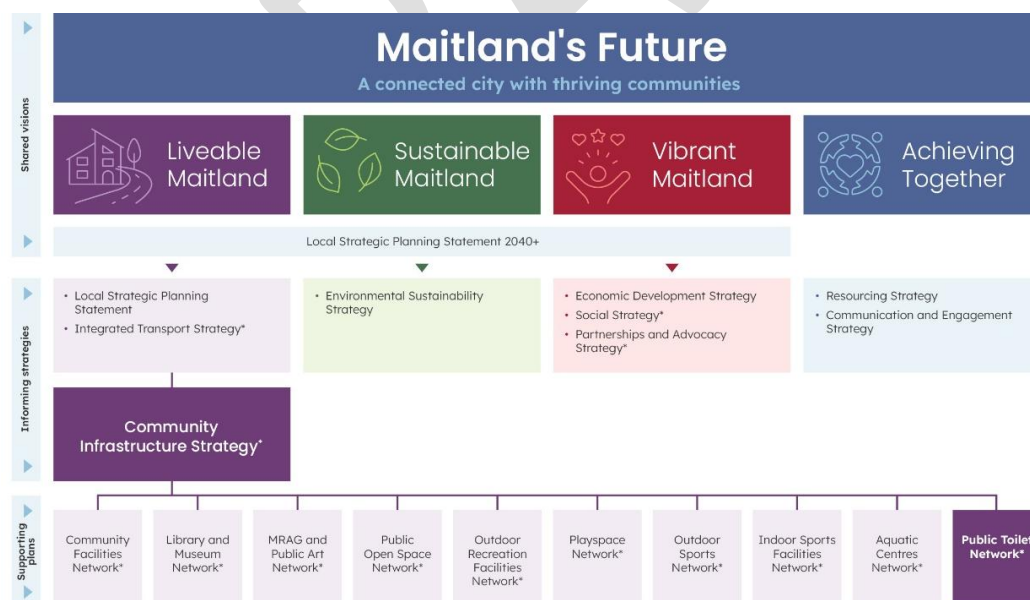
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## Strategic alignment

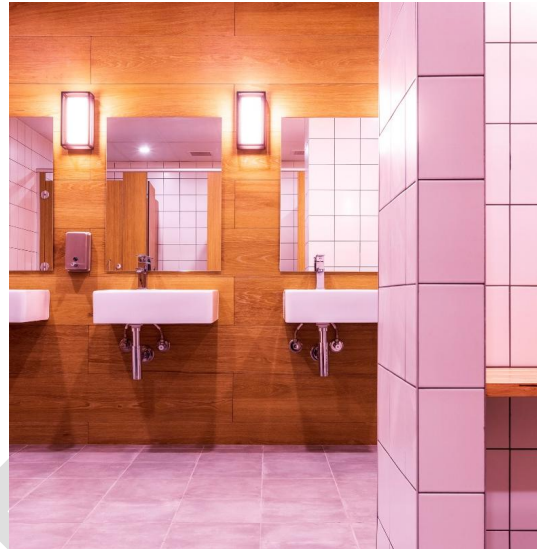
The Public Toilets Network Supporting Plan underpins Council's Community Infrastructure Strategy. Its relationship within the Integrated Planning and Reporting (IPR) framework and with Maitland's Future, the Community Strategic Plan, is depicted below.



### Public Toilets Network Supporting Plan purpose

To provide an evidence-based approach to planning, prioritising, designing, delivering and managing Maitland City Council's network of public toilets to ensure it contributes to our shared vision of a connected city with thriving communities.

Public toilets make an important contribution to the liveability of our city by supporting the health and wellbeing of residents and visitors participating in leisure and retail activities.



### Council's role

Council's role is to provide an accessible and inclusive network of public toilet facilities that promotes:

- community wellbeing, health, and participation in public spaces and activities
- everyday living and supports people's movement, social and physical activities in and around a city and/or suburb
- economic development and tourism.

### Current state – where we are now

Council's public toilet network operates within a broader public toilet network distributed within and beyond the Maitland LGA. They are provided by private and public entities and accessible in various localities and have varied opening hours. The Building Code of Australia prescribes that workplaces and businesses provide their employees and patrons with toilets. Therefore, most department stores, large offices, entertainment centres, shopping centres, restaurants, hotels, cafés and bars are required to provide toilets for their patrons. Many of these are often perceived to be public infrastructure, even though they are privately owned and managed.



PLANNING DISTRICT	PUBLIC TOILETS
Western District	<ul style="list-style-type: none"> <li>Porter Place, Lochinvar</li> <li>Walka Water Works, Oakhampton Heights</li> </ul>
Central District	<ul style="list-style-type: none"> <li>Bolwarra Lookout, Bolwarra</li> <li>Johnston Reserve, Mount Pleasant Street, Maitland</li> <li>Heritage Mall, Maitland</li> <li>Church Street, Maitland</li> <li>High Street, (Smyth Field), Maitland</li> <li>Maitland Visitors Centre, Maitland</li> <li>High Street (Courthouse), Maitland</li> <li>Maitland Pool, Maitland Park, Maitland</li> <li>Harold Gregson Park, Maitland</li> <li>Gillieston Heights Skate Park – Roy Jordan, Gillieston Heights</li> <li>Largs Skate Park, Largs</li> <li>Maitland Park Central Amenities Building, Maitland</li> </ul>
Eastern District	<ul style="list-style-type: none"> <li>High and George Street, East Maitland</li> <li>Blaxland Street, East Maitland (adjacent to New England Highway)</li> <li>Hinder Street, East Maitland (Centennial Park)</li> <li>Banks Street, (Ron Stewart Sporting Area), East Maitland</li> <li>Victoria Street (Tennis Courts), East Maitland</li> <li>Stockade Hill (Heritage Park), East Maitland</li> <li>Chelmsford Drive (Maitland Christian School), Metford</li> <li>Maize Street, Tenambit (Tom Lantry Park)</li> <li>Kenneth Lane, Tenambit (Lena O'Brien Park)</li> <li>Swan Street, Morpeth</li> <li>Swan Street, Morpeth (accessible)</li> <li>Queen Street, Morpeth</li> <li>Edward Street, Morpeth</li> <li>Bakers Brickyard Park, Raworth</li> <li>Wirraway Park, Thornton</li> </ul>

A recent audit was undertaken with three key performance indicators and criteria to understand the current state of our facilities. The three indicators were safety, accessibility and demand. Audit findings indicated:

- the highest overall scoring facilities are predominately located in the Central Business District (CBD), with their subsequent advantages in terms of demand, location and accessibility
- the lowest overall scoring facilities are those that are generally unsafe, poorly located and inaccessible.

## Community engagement – what we heard

Between May and July 2025, Council engaged with over 670 community members, generating more than 1,100 contributions across surveys, mapping tools, and face-to-face pop-ups. Key insights included:

- Public toilets are a key frustration for our community. There are gaps in provision and limited opening hours add to frustration
- Public toilets are one of the top five community priorities
- Multi-use and co-located hubs were a priority for the community, combining libraries, community facilities, playspaces and public toilets.

## Industry standards and trends – what we know

The NSW Government published a report on public toilets on 16 October 2025. The Inquiry Committee was surprised by the lack of legislation, regulations and standards with respect to the provision of public toilets. The terms of reference for the inquiry focused on:

- the provision, design, accessibility and inclusivity of public toilets across NSW, including toilets provided in public places and toilets provided for the use of members of the public in private premises accessed by the public
- state, national and international best practice for the provision and maintenance of public toilets
- the regulation of, and funding for, public toilets in NSW and whether new standards, guidelines, funding models, legislation or other forms of regulation are warranted
- the employment arrangements and conditions of cleaners who clean public toilets in both public and private premises
- any other related matters.

The six findings and twenty-two (22) recommendations identified by the Inquiry Committee will be considered in future planning of Maitland's public toilets.

While specific standards and guidelines for public toilets don't currently exist, it is recognised that public toilets should be provided in:

- |  |   |
|--|---|
| • citywide and district parks and playspaces   | • local centres where there is a high level of activity                                   |
| • community facilities and public buildings including libraries, community centres and art galleries | • neighbourhood centres where there is a high level of activity                           |
| • skate parks that are not located near other facilities   | • tourist centres where there is high activity  |
| • strategic centres  | • major rest stops and visitor centres including the Maitland Visitor Information Centre. |
| • town centres where there is a high level of activity   |   |



Trends and leading practice suggest fundamental asset management principles that influence the planning and design of public toilet facilities should be used. These include:

- equity of access
- efficiency including consideration of cost over time
- sustainability including energy efficiency and water conservation
- safety including Crime Prevention Through Environmental Design (CPTED) measures
- investigating use patterns and their potential to change, e.g. changes in travel patterns
- the provision of parenting rooms that are designed to offer a relaxed, child-friendly environment for parents and carers to attend to the needs of babies and toddlers, including feeding and changing nappies
- the role of private business and other entities in providing toilets for their patrons, particularly businesses located in centres, e.g. restaurants, hotels, theatres, cinemas, art galleries, churches, community facilities, libraries and service stations.

#### **Future state – where we want to be**

The public toilet network now includes existing public facilities such as libraries, MRAG, and Maitland Town Hall that were not included in previous plans. The public toilets plan integrates with other supporting plans such as playspaces, community facilities, outdoor recreation facilities and outdoor sports plans to ensure consideration is given to providing public toilets in key locations.

Council should consider the provision of Changing Places public toilets in strategic locations across the LGA. The Changing Places Guidelines provide for toilets that are larger than standard accessible toilets which provide people with disability access to suitable, safe and private bathroom facilities. The Building Code of Australia 2019 has made provision for Accessible Adult Change Facilities based on the Changing Places Guidelines.



### Indicative costs and land requirements

Cost estimates, excluding escalation, contained within this supporting plan are based on staff expertise and experience.

#### Key points relating to costs include:

- estimated investment required over 10+ years: \$1,890,000
- average annual investment required: \$189,000 per year
- a range of external funding programs provided by NSW and Australian Government agencies are likely to be required.

### Funding

Funding for the delivery of future Maitland public toilets will include:

- council revenue
- development contributions
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### How we get there

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