

Deed Amending the "Planning Agreement (North Cooranbong)"

12 March 2021

Council of the City of Lake Macquarie

ABN 81 065 027 868

Johnson Property Group Pty Limited

ABN 58 102 465 814

Rayson

Min Am

[Signature]

[Signature]

Contents

Parties	6
Background	6
Operative part	6
1 <i>Definitions</i>	6
2 <i>Interpretation</i>	12
3 <i>Planning Agreement under the Act</i>	13
4 <i>Application of this Deed</i>	13
5 <i>Operation of this Deed</i>	13
5.1 Commencement of Operation	13
5.2 Amendment of 2015 Agreement	14
6 <i>Contributions</i>	14
6.1 Previous Contributions	14
6.2 Contributions under this Deed	14
6.3 Non-Developer Controlled Land	16
7 <i>Contributions</i>	17
7.1 Cash Contribution	17
7.2 Super Lot Contribution	17
7.3 Monetary Contributions	17
8 <i>Non Cash Contributions</i>	18
8.1 Works	18
8.2 Dedication of Land	18
8.3 Maintenance of Works	18
9 <i>Roadworks</i>	20
10 <i>Council owned land</i>	21
10.1 Access	21
10.2 Contamination	21
11 <i>Environmental Contributions</i>	22
11.1 Environmental Corridors	22
11.2 Rehabilitation of the Environmental Corridors	22
11.3 Transfer of Environmental Corridors	22
11.4 Payment of Endowment Fund Monies	23
11.5 Developer's continuing EPBC obligations	23
12 <i>Application of s 7.11, s 7.12 and s 7.24 of the Act</i>	24

13	<i>Registration of this Deed</i>	24
	13.1 Obligations of the Developer	24
	13.2 Removal of Previous Agreements	25
	13.3 Obligations of the Council	25
	13.4 Removal from Register	25
14	<i>Dispute Resolution</i>	25
	14.1 Reference to Dispute	25
	14.2 Notice of Dispute	26
	14.3 Representatives of Parties to Meet	26
	14.4 Further Notice if Not Settled	26
	14.5 Mediation	26
	14.6 Expert determination	27
	14.7 Litigation	28
	14.8 No suspension of contractual obligations	28
15	<i>Enforcement</i>	28
	15.1 Default	28
	15.2 Subdivision Certificates	29
	15.3 Council as Principal Certifying Authority	29
	15.4 Restriction on the issue of Subdivision Certificates	29
	15.5 Caveat and Transfer of Environmental Corridors	30
	15.6 General Enforcement	31
16	<i>Security</i>	31
	16.1 Non-Developer Lot Payments and Bond	31
	16.2 Residential Lot Bond	31
	16.3 Release of Cash Bonds	31
	16.4 First Intersection Security	32
	16.5 Call on Works Security	32
	16.6 Security for Incomplete Works	32
	16.7 Environmental Bank Guarantee	35
	16.8 Bank Guarantees Generally	36
	16.9 Security for the Transfer of Environmental Corridors	36
17	<i>Review of this Deed</i>	37
18	<i>Assignment and Dealings</i>	37
	18.1 Developer dealing with interests	37
	18.2 Release of Developer Controlled Land from this Deed	37

18.3	Ongoing Obligations for Super Lots	38
19	<i>Approvals and consents</i>	39
20	<i>No fetter</i>	39
20.1	Discretion	39
20.2	No fetter	39
21	<i>Notices</i>	39
21.1	Notices	39
22	<i>General</i>	40
22.1	Relationship between parties	40
22.2	Time for doing acts	40
22.3	Further assurances	41
22.4	Variation	41
22.5	No assignment	41
22.6	Counterparts	41
22.7	Costs	41
22.8	Entire agreement	41
22.9	Representations and warranties	41
22.10	Severability	41
22.11	Invalidity	41
22.12	Waiver	42
22.13	GST	42
22.14	Governing law and jurisdiction	43
22.15	Confidentiality	43
22.16	Assignment of Alton Road Works Materials	43
22.17	Funded Works	43
Schedule 1 Schedule Land and Developer Controlled Land		
	45	
Schedule 2 Contributions Schedule		48
Schedule 3 Delivery Terms for Contributions		66
Schedule 4 Environmental Corridors		69
Schedule 5 Summary of requirements (section 7.4)		71
Annexure A Overall Plan of the proposed Development		
Annexure B Schedule of Quantities for Works		
Annexure C Design Specifications for Works		

- Annexure D Plans showing Shared Pathways**
- Annexure E Concept Plans for Road Works**
- Annexure F Plan of Environmental Corridors**
- Annexure G Free from Contamination**
- Annexure H Equivalent Lot Layout Plan**
- Annexure I Critical and Non Critical Non Cash Contributions**

Deed

Date 7 June 2021

Parties

First party

Name Council of the City of Lake Macquarie (**Council**)
ABN 81 065 027 868
Contact Developer Contributions Co-ordinator
Telephone 02 49210 333

Second party

Name Johnson Property Group Pty Limited (**Developer**)
ABN 58 102 465 814
Contact Keith Johnson
Telephone 1300 888 888

Background

- A. On 1 June 2015 the parties executed the 2015 Agreement, being a planning agreement within the meaning of section 93F of the Act (as it then was).
- B. The 2015 Agreement was a revised version of the Original Agreement, entered into in connection with a proposed Concept Plan under the then Part 3A of the Act and a concurrent amendment to the then *State Environmental Planning Policy (Major Projects) 2005* to rezone the Land.
- C. On 19 December 2017, the 2015 Agreement was amended by the 2017 Amendment Deed.
- D. Pursuant to the provisions of clauses 22 and 29 of the 2015 Agreement, the parties have agreed to vary the terms and conditions of the 2015 Agreement as amended by the 2017 Amendment Deed and as set out in this Deed. The intention of the parties is to replace clauses 1-36 (inclusive) and all schedules and annexures of the 2015 Agreement as amended by the 2017 Amendment Deed with clauses 1-23 (inclusive) and all Schedules and Annexures to this Deed.

Operative part

1 Definitions

In this Deed, unless the context indicates a contrary intention:

2013 Agreement means the document entitled "Planning Agreement (North Cooranbong)" executed by the parties on 16 December 2013.

2015 Agreement means the document entitled "Planning Agreement (North Cooranbong)" executed by the parties on 1 June 2015, and includes a reference to that agreement as amended by the 2017 Amendment Deed;

2017 Amendment Deed means the Deed Amending the "Planning Agreement (North Cooranbong)" executed by the parties on 19 December 2017;

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

Address means a party's address set out in the Notices clause of this Deed;

Alton Road Works means the proposed installation of traffic signals and construction of intersection roadworks at the intersection of Freemans Drive, Central Avenue and Alton Road as shown on the plan included in Annexure E.

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the Development or the activities contemplated by this Deed;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, or public or other person and includes, where applicable, a registered certifier under the *Building and Development Certifiers Act, 2018*;

Bank Guarantee means an irrevocable and unconditional undertaking issued by a major Australian trading bank in favour of the Council and which either does not have an expiry date or has an expiry date of at least 24 months after its date (or such other expiry date as is required under clause 16.8 or as the Council may reasonably require), and is otherwise in form and substance acceptable to the Council, to pay on demand to the Council the amount therein expressed in Australian currency;

Business Day means a day on which banks are open for general banking business in Sydney, New South Wales, excluding Saturdays, Sundays and public holidays;

Cash Bond means monetary amount to secure a fulfilment or obligation under this Deed;

Cash Contributions means the monetary contributions referred to in the definition of Contributions below, all of which shall be paid in Australian currency;

Complying Development Certificate has the same meaning as in the Act;

Confidential Information means any information and all other knowledge at any time disclosed (whether in writing or orally) by the parties to each other, or acquired by the parties in relation to the other's activities or services which is not already in the public domain and which:

- (a) is by its nature confidential;
- (b) is designated, or marked, or stipulated by either party as confidential (whether in writing or otherwise);
- (c) any party knows or ought to know is confidential; or
- (d) is information which may reasonably be considered to be of a confidential nature;

Construction Certificate means a construction certificate as defined under s 6.3 of the Act (or if the Former Building and Subdivision Provisions Apply, section 109C(1)(b) of the Act);

Contaminated and Contamination have the same meaning as in the *Contaminated Land Management Act 1997* and for the avoidance of doubt contamination does not include any naturally occurring substance;

Contributions means:

- (a) the monetary contributions to be provided to,
- (b) the land to be dedicated to,
- (c) the works to be carried out (including the provision of facilities) for the benefit of, and
- (d) all other requirements to be satisfied for the benefit of,

the Council by the Developer or procured by it pursuant to this Deed including those set out in the Contributions Schedule and Schedule 4;

Contributions Schedule means Schedule 2 of this Deed;

Costs includes costs, charges, expenses, including those incurred in connection with advisers;

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Date of Practical Completion means the date on which a Certificate of Practical Completion is issued in accordance with clause 2.2 of the Delivery Terms;

Dedication includes transfer or, where applicable, grant of an easement or other property right approved by Council in favour of Council

Dedication Land means the land or interests in land to be dedicated as part of the Non Cash Contributions under this Deed;

Delivery Terms means the terms for delivery of the Contributions under this Deed set out in Schedule 3;

Developer Controlled Land means that part of the Land specified in Part 2 of Schedule 1;

Development means the proposed development of the Land being the subdivision of the Land into no more than 2,500 Residential Lots as indicated by the Plan in Annexure C;

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

Dwelling means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile;

Endowment Fund Monies means the sum to be contributed by the Developer towards the maintenance of the Environmental Corridors as calculated under clause 11.4;

Environmental Bank Guarantee means the Bank Guarantee required under clause 16.7;

Environmental Corridors means those areas of the land identified in Annexure D;

EPBC Approval means the approval issued by the Department of the Environment (Cth) dated 1 September 2011 under section 143 of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth), as modified by variation dated 11 November 2013, 12 February 2015 and from time to time;

Equivalent Lot is a Residential Lot derived from a Super Lot. The number of Equivalent Lots is to be calculated by reference to:

- (a) the proposed Residential Lots shown on the plan in Annexure H; or
- (b) if no lots are shown, the assumed yield for the land as shown on the plan in Annexure H; or
- (c) if Development Consent has been granted in response to a development application lodged with Council prior to the date of this Deed and prior to a request for release of the relevant Super Lot under clause 7.2, the number of Residential Lots approved under that development consent if the number of lots approved within the relevant Super Lot are less than the yield dictated by paragraphs (a) or (b) and that reduction in lot yield has not resulted from any modification to the development application instigated by the Developer other than in response to a Council requirement.

Exhibition Lot means any Residential Lot in the Development that is approved by Council to be used for the purposes of an "exhibition home" or part of an "exhibition village" as defined in the *Lake Macquarie Local Environmental Plan 2014*;

Former Building and Subdivision Provisions has the same meaning as in clause 18 of the *Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017*.

Free from Contamination means land which complies with Annexure L;

GST has the same meaning as in the GST Law;

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition of or administration of the GST;

Interest Rate means 2% above the rate charged by the Council's banker for overdrafts greater than \$100,000;

Intersection Works means the acquisition and dedication of land, and the carrying out of all Works, including those Works listed in clause 6.2(a), required for the delivery of the Patrick Drive Intersection as described in item 15 (part a and part b) of the Contributions Schedule, which must be carried out in accordance with an Approval from the roads authority;

Land means the land described in Part 1 of Schedule 1 ("Land and Developer Controlled Land");

Law means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and

- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

LPI means NSW Land Registry Services;

Maintenance Works means those maintenance works to the Environmental Corridors to be carried out under the Rehabilitation and Maintenance Plan for a period of not less than 5 years after completion of the Rehabilitation Works;

Minister means the Minister for the time being administering the Act;

New Law means a Law that is amended, varied or changed which comes into force on or after the date of this Deed;

Non Cash Contributions means all Contributions, other than Cash Contributions specified in the Contributions Schedule;

Non Developer Controlled Land means the land set out in the table comprising Part 2 Schedule 1;

Occupation Certificate means an occupation certificate as defined under section 6.4 of the Act (or if the Former Building and Subdivision Provisions apply, section 109C(1)(c) of the Act);

Original Agreement means the agreement under section 93F of the Act (as it then was) between the parties dated 26 November 2008, applying to the Land and the Development;

Owner(s) of Non Developer Controlled Land means the registered proprietor(s) of Non Developer Controlled Land from time to time;

Permitted Encumbrances means each of:

- (a) easements benefiting statutory authorities, utility providers, encroachments authorised by Approvals and environmental management requirements;
- (b) easements, covenants and any other arrangement or agreement permitting drainage or disposal of water; and
- (c) any such other agreement or arrangement the Council (acting reasonably) agrees in writing are permitted encumbrances.

Rehabilitation and Maintenance Plan means the rehabilitation and maintenance plan established by the Developer with respect to the Environmental Corridors and approved by Council on 1 November 2013 and 17 May 2018;

Rehabilitation Works means the rehabilitation works to the Environmental Corridors to be carried out under the Rehabilitation and Maintenance Plan;

Related Body Corporate has the meaning given to that term in section 9 of the *Corporations Act 2001* (Cth);

Register means the Torrens title register maintained under the *Real Property Act 1900* (NSW);

Regulation means the *Environmental Planning and Assessment Regulation 2000*;

Residential Lot includes an Equivalent Lot and an Exhibition Lot or any residential strata or community lot and means an allotment that is part of the Land and that can be lawfully used for the erection of a Dwelling; (Note: the layout and number of Residential

Lots anticipated to be achieved as at the date of this Deed in the Development is shown in Annexure H but this may change from time to time);

RMS means NSW Roads and Maritime Services;

Security means any Bank Guarantee or Cash Bond provided to Council by the Developer;

Standard Requirements means:

- (a) a requirement in order to comply with the Building Code of Australia,
- (b) any applicable Australian Standard,
- (c) any requirement, standard or specification applied by an Authority other than Council, and
- (d) the Works Specifications, and
- (e) Council's public domain manual, policies and planning controls as at the date of the relevant development application or other application.

Subdivision Certificate means a certificate referred to in section 6.4(d) of the Act (or if the Former Building and Subdivision Provisions Apply, section 109C(1)(d) of the Act) issued to the Developer or person authorised by it, in respect of the Land or any subsequent subdivision of the Land;

Subdivision of land has the meaning given by section 6.2 of the Act, except that section 6.2(3)(d) is omitted (or if that section does not apply because of the *Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017*, the former section 4B of the Act except that section 4B(3)(d) is omitted);

Subdivision work means any physical activity authorised to be carried out under the conditions of a development consent for the subdivision of land, as referred to in section 6.13 of the Act (or if that section does not apply because of the *Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017*, the former section 81A(3) of the Act);

Super Lot means an allotment of land that is part of the Land that is capable of further subdivision or development into 3 or more Residential Lots and which the relevant landowner wishes to transfer to another free of this Deed;

Super Lot Contribution means the Contributions to be paid or delivered to Council prior to the release of any Super Lot, in accordance with clause 7.2 and the Delivery Terms;

Taxes means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties) excluding GST together with any related interest, penalties, fines and expenses in connection with them;

Timing Thresholds means the time for the delivery of Contributions under this Deed, as set out in:

- (a) the Contributions Schedule;
- (b) Schedule 4; and
- (c) any other provision in this Deed specifying the time for delivery of any Contributions.

Transfer includes dedicate;

Works means the works to be carried out by the Developer to deliver the Non Cash Contributions as specified in the Contributions Schedule and Schedule 4;

Works Security means any Security provided to Council by the Developer in accordance with clauses 16.1, 16.2, and 16.4 ; and

Works Specifications means the specifications for the Works provided in Annexures B, C, D and E.

2 Interpretation

In this Deed, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this Deed means this Deed and a reference to this Deed or another document includes any document which varies, supplements, replaces, assigns or novates this Deed or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this Deed;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this Deed;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(president, CEO or managing director)** the president, General Manager, CEO or managing director of a body or Authority means any person acting in that capacity;
- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and if a party is prohibited from doing anything, it is also prohibited from allowing a causing it to be done, and doing or omitting to do anything which results in it happening;
- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;
- (l) **(parts)** a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

- (m) **(rules of construction)** 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;
- (n) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (o) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, NSW, Australia, even if the obligation is to be performed elsewhere;
- (p) **(joint and several)** any Deed, representation, covenant, right or obligation in favour of two or more persons is for the benefit of them jointly and severally and on the part of two or more persons binds them jointly and severally;
- (q) **(writing)** a reference to a notice, consent, request, approval or other communication under this Deed or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) **(undefined terms)** any capitalised term used, but not defined in this Deed, will have the meaning ascribed to it under, and by virtue of, the Act;
- (t) **(Schedules and Annexures)** the Schedules and Annexures form part of this Deed;
- (u) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (v) **(month)** a reference to a month is a reference to a calendar month;
- (w) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

3 Planning Agreement under the Act

- (a) The parties agree that this Deed is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 5 of this Deed summarises the requirements for planning agreements under section 7.4 of the Act and the way this Deed addresses those requirements.

4 Application of this Deed

This Deed applies to:

- (a) the Development, and
- (b) the Land.

5 Operation of this Deed

5.1 Commencement of Operation

This Deed commences on and from the date it is executed by all parties.

5.2 *Amendment of 2015 Agreement*

- (a) The 2015 Agreement and the 2017 Amendment Deed are amended by replacing the terms in those agreements, with the terms in this Deed on and from the date this Deed commences. The intention of the parties is to replace clauses 1-36 (inclusive) and all schedules and annexures of the 2015 Agreement as amended by the 2017 Amendment Deed with clauses 1-23 (inclusive) and all Schedules and Annexures to this Deed.
- (b) Any Security provided to the Council under the 2015 Agreement and the 2017 Amendment Deed will be taken to be a Security under this Deed, or if that is not possible due to the terms of the relevant Security, the Security must be returned to the Developer upon provision to Council of a substitute Security under this Deed. Any necessary replacement Security will be provided to Council on or before the date of this Deed.
- (c) Any contribution provided to the Council under the 2015 Agreement or the 2017 Amendment Deed may be taken to be a Contribution under this Deed, if this Deed requires the same Contribution or a Contribution which includes or replaces the same Contribution.

6 Contributions

6.1 *Previous Contributions*

- (a) The parties acknowledge and agree that the Developer has delivered Contributions under the Original Agreement, the 2013 Agreement, the 2015 Agreement, and the 2017 Amendment Deed, in connection with the stages of Development released to date. Where in this Deed there is any reference to a number of Residential Lots, that reference is intended to include Residential Lots whether created before or after the date of this Deed.
- (b) On execution of this Deed, the Council agrees to reimburse the Developer \$13,087.04, being the total amount that the Developer overpaid in cash contributions for all lots registered between the date of the 2017 Amendment Deed and the execution of this Deed.
- (c) The parties acknowledge and agree that the proposed acquisition of land described in former item 8a of Schedule 2 in the 2017 Amendment Deed is no longer required and the 8a Contribution is to be used towards the obligation to pay a monetary contribution for the shared pathway in Stockton Street and Kahibah Street, Morisset referred to in item 8d in the Contributions Schedule and that, as at the date of this Deed, the Developer is taken to have paid \$140,861.00 (being \$122,000 indexed in accordance with CPI from the date of payment to the date of this Deed) of the contribution required for item 8d.

6.2 *Contributions under this Deed*

- (a) The Developer agrees to make the Contributions as required by this Deed including its Schedules and Annexures, at no cost to Council. Without limiting the extent of the foregoing, and by way of example only, where performance of the Developer's obligations under this Deed involves the carrying out of works and / or the provision of a facility, the costs of:
 - (i) the engagement of consultants for,

- (ii) the design of,
- (iii) the documentation for,
- (iv) the obtaining of consents, approvals and authorities for,
- (v) the procurement, carrying out and completion of, and / or
- (vi) project management of,

the works and / or facility will, unless otherwise specified in this Deed, be procured and met by the Developer together with all other Costs associated with and incidental to the provision of those works and / or facility as a Contribution.

- (b) The parties acknowledge that the Contributions have been determined on the basis that the Land will be developed for the purposes of a maximum of 2,500 Residential Lots (although the plan in annexure C to the 2015 Agreement indicated a Residential Lot yield of less than 2,500 Residential Lots).
- (c) If the Land is not developed to a density of 2,500 Residential Lots:
 - (i) the Developer shall not be entitled to claim an adjustment to the Contributions provided or to be provided, or a refund or reimbursement or compensation from the Council in respect of monies paid, work carried out or land dedicated pursuant to this Deed; and
 - (ii) subject to clause 7.2, the Council is not entitled to require the delivery of any Contributions that are not yet due to be delivered in accordance with the timing specified in the Contributions Schedule.
- (d) Subject to clauses 6.2(e), (f) and (g), the Developer assumes all risk in relation to the provision and the making of the Contributions, including any variations over time to the value of land to be dedicated or the Cost of carrying out the Works in accordance with the Standard Requirements and any Approval for the Works, and the Developer is not relieved from the performance of its promise to provide the facility or land dedication or works at no cost to Council and must provide the same notwithstanding that the actual cost of Works or value of land dedication may be different to the cost anticipated at the date of this Deed. In particular, without limitation, the Developer confirms that in its scheduling of provision of the Non Cash Contributions it has allowed for design, approvals and other actions required as precursors to commencement and completion of the Works generally in accordance with the Standard Requirements and any Approval for the Works and based on its current knowledge of the land on which the Works will be located.
- (e) The parties agree and acknowledge that minor adjustments to Works Specifications for an item of Work that do not, in the opinion of the Developer (acting reasonably), significantly affect the cost of delivery of the Works may be required by Council, in which case the Developer is required to implement the variation at no cost to Council.
- (f) The parties agree and acknowledge that Works Specifications for an item of Work may, subject to the requirements of the Act and Regulation, be varied by agreement between the parties for the purposes of improving the public benefit to be delivered, in which case the risk and cost of the variation attributable to each party will be as agreed between the parties. If the Developer believes that the

Works Specifications for an item of Work requires variation it shall notify Council of reasonable details of the proposed variation in writing and provide Council with a list of three suitably qualified and experienced quantity surveyors working in New South Wales who are independent of the Developer (meaning that they are not related to the Developer and have not either directly or indirectly provided quantity surveying services to the Developer during the 3 years preceding the date of submission of the list). Within 10 Business Days after receipt of the list of quantity surveyors from the Developer, the Council will nominate one of the quantity surveyors nominated by the Developer to provide a report in relation to the necessity for the proposed variation and the anticipated cost and timing impact of the proposed variation on the total cost of the relevant item of Work. The Developer will instruct the quantity surveyor chosen by Council to provide the necessary report to both the Developer and the Council at the Developer's cost as soon as is practicable.

- (g) Notwithstanding clauses 6.2(d), (e) and (f), if the Council requires changes to the design or specifications of any works or facilities to be provided under this Deed, (other than a change that requires the work or facility to comply with a Standard Requirement) that, in the Developer's opinion (acting reasonably) will result in a significant increase in the cost of, or timing for, delivering the work or facility, the Developer will provide Council with a list of three suitably qualified and experienced quantity surveyors working in New South Wales who are independent of the Developer (meaning that they are not related to the Developer and have not either directly or indirectly provided quantity surveying services to the Developer during the 3 years preceding the date of submission of the list). Within 10 Business Days after receipt of the list of quantity surveyors from the Developer, the Council will nominate one of the quantity surveyors nominated by the Developer to provide a report (at no cost to Council) in relation to the anticipated delay to provision of the relevant item(s) of work or facility likely to arise from the proposed change to the design or specifications of the Works and the anticipated cost impact of the proposed variation on the total cost of the relevant work or facility. If, having considered the terms of the quantity surveyor's report Council (acting reasonably) agrees that Council's required changes will result in significant increase in the cost of, or timing for delivery of the work or facility and provides the Developer with further written notice that Council still requires the proposed change to the design or specification then the Developer will not be obliged to make those changes unless:
- (i) the variation is the subject of a written amendment to this Deed; and
 - (ii) the Council pays the additional costs associated with the variation, as anticipated by the quantity surveyor's report provided to Council under this clause.

6.3 *Non-Developer Controlled Land*

- (a) Notwithstanding anything to the contrary in this Deed, lots created from Non Developer Controlled Land by the Owners of Non Developer Controlled Land shall not be counted when determining whether Timing Thresholds have been met by the Developer.

- (b) Council acknowledges that where the Developer has entered into agreements with the Owners of Non-Developer Controlled Land, those Owners are required to pay the Developer the amount per Residential Lot of \$25,000 plus indexation in accordance with the terms of those agreements.
- (c) For the avoidance of doubt, and notwithstanding clause 15.4, any Owner of Non-Developer Controlled Land who has entered into an agreement of the type anticipated by clause 6.3(b) may apply for and be issued a Subdivision Certificate relating to Non-Developer Controlled Land at any time during the term of this Deed, on condition that the Owner of Non-Developer Controlled Land has provided documentary evidence that it has made the payment to the Developer referred to at clause 6.3(b) in respect of that particular parcel of land, and that payment has been cleared.
- (d) The Developer may not refuse to accept the payment referred to in clause 6.3(b).
- (e) Where the Developer has not entered into an agreement with an Owner of Non-Developer Controlled Land, any lots created from the development of that land will not be counted when determining whether Timing Thresholds have been met.

7 Contributions

7.1 Cash Contribution

- (a) The Developer must pay to Council a Cash Contribution in the amount of \$3,772.00 per Residential Lot (including Exhibition Lots), indexed in accordance with clause 1 of the Delivery Terms.
- (b) The Cash Contribution for a Residential Lot must be paid to Council prior to the issue of a Subdivision Certificate for that Residential Lot.
- (c) For the avoidance of doubt, the parties agree and acknowledge that the contribution amount referred to in clause 7.1(a) takes into account and is in addition to the payment already made by the Developer for item 8a of Schedule 2 and is in addition to the amount or amounts still shown to be payable in item 8a and 16a of the Contributions Schedule.

7.2 Super Lot Contribution

The Developer must prior to seeking release under this Deed of any Super Lot under clause 18.3:

- (i) pay to Council the Cash Contribution per Equivalent Lot, indexed in accordance with clause 1 of the Delivery Terms; and
- (ii) deliver to Council any Non Cash Contributions due in accordance with the Contributions Schedule, counting the Equivalent Lots as if they were Residential Lots.

7.3 Monetary Contributions

- (a) The Cash Contribution and monetary component of a Super Lot Contribution must be paid by way of cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council.
- (b) The Cash Contribution and the monetary component of a Super Lot Contribution will be taken to have been made when the funds have been received and cleared in the Council's bank account.

- (c) The parties agree and acknowledge that the Cash Contribution and the monetary component of a Super Lot Contribution will be used by the Council towards the public purposes specified in the Contributions Schedule.

8 Non Cash Contributions

8.1 Works

- (a) The Developer will carry out the Works in accordance with this Deed, including the Delivery Terms and any Development Consent granted for the Works.
- (b) The Works or any part of the Works required under this Deed will be taken to have been delivered to Council on the later of:
 - (i) the date of Practical Completion of those Works,
 - (ii) if an Occupation Certificate is required for the facility, the date on which an Occupation Certificate is issued for the Works; and
 - (iii) for Works located on land not owned or controlled by Council:
 - (A) the date upon which the land on which the Works are located vests in Council, or
 - (B) the date on which any easement, covenant or similar dealing in favour of Council necessary for the proper operation of the Works as agreed by Council (acting reasonably), is registered on title.
- (c) The Works must be delivered to the Council at the times specified in the Contributions Schedule, except where the Developer offers and the Council accepts Security for incomplete works in accordance with clause 16.6 in which case the timing for delivery of the Works anticipated by those clauses will apply.
- (d) The parties agree and acknowledge that the Works serve the public purposes specified in the Contributions Schedule.

8.2 Dedication of Land

- (a) The Developer must dedicate or cause to be transferred to the Council, at no cost to the Council, the Dedication Land in accordance with the Delivery Terms.
- (b) The obligation to dedicate the Dedication Land will be taken to have been satisfied when the relevant land has vested in Council and has the attributes required by clause 4 of the Delivery Terms.
- (c) The Dedication Land must be dedicated or transferred to Council at the times specified in the Contributions Schedule.
- (d) The parties agree and acknowledge that the embellishment and dedication of the Dedication Land serve the public purposes specified in the Contributions Schedule.
- (e) Where the Developer dedicates land in advance of carrying out any Works access by the Developer to carry out the Works will be undertaken in accordance with clause 10.1.

8.3 Maintenance of Works

- (a) In this clause 8.3, the following definitions apply:

DMMP means draft Maintenance Management Plan.

Maintain means works to bring an item to a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including basic repairs and maintenance and general upkeep of grounds (including gardening and mowing), repairing any defects due to use of poor materials or due to poor workmanship, but does not include cleaning or repairing damage caused by normal wear and tear, removing graffiti or repairing any item damaged as a consequence of vandalism or any matter covered by insurance or builder's warranty (provided that any matter covered by insurance or builder's warranty must be enforced by the Developer at the Developer's cost during the Maintenance Period).

Maintained and Maintenance have corresponding meanings.

Maintenance Default means a failure by the Developer to prepare the DMMP or carry out any Maintenance in accordance with an approved Maintenance Management Plan as required by this clause 8.3.

Maintenance Period in relation to a particular item of Work, is the period of 5 years from the time that item of Work is delivered to Council in accordance with clause 8.1(b).

- (b) The Developer will Maintain the following facilities for the Maintenance Period:
- (i) On site neighbourhood park (item 3b of the Contributions Schedule);
 - (ii) On site sports facility and dog exercise area (item 3a of the Contributions Schedule);
 - (iii) Local park north (item 1 of the Contributions Schedule);
 - (iv) Local park south (item 2 of the Contributions Schedule);
 - (v) Town Common Sports Facility and Multi Courts (item 4b and 5b); and
 - (vi) Multi-purpose Centre (Item 9 of the Contributions Schedule).
- (c) The Developer must follow the maintenance plan approved by Council under this clause 8.3.
- (d) At least 30 days prior to the delivery of any item or facility to Council in accordance with clause 8.1, the Developer must provide to the Council for each facility a DMMP setting out the proposed Maintenance, which must be in accordance with Council's current minimum service provisions, and a proposed reporting regime.
- (e) Council will review the DMMP and may, acting reasonably, require amendments to be made to the DMMP.
- (f) Within 14 days of receiving the Council's request to amend the DMMP, the Developer must incorporate the required amendments and deliver the final version of the DMMP to Council for the approval of the General Manager or a nominated delegate.
- (g) Should the Council approve of the revised DMMP the Council will notify the Developer of that approval, or if not approved, the Council shall notify the Developer of its reasons for not approving the DMMP.

- (h) If the Council approves of the revised DMMP then the Developer shall give the Council 14 days prior notice of the commencement and later, completion, of the implementation plan. The Developer shall commence the implementation of the plan within 10 days of the finalisation of the plan.
- (i) If a Maintenance Default occurs:
 - (i) the Council may give the Developer a notice requiring rectification of the Maintenance Default within a reasonable period, which must not be less than 20 Business Days;
 - (ii) in the event the Developer fails to comply with a notice issued under 8.3(i)(i), the Council may carry out the work necessary to rectify the Maintenance Default at the Developer's cost and;
 - (iii) in the event the Council carries out work under 8.3(i)(ii), the Council may recover from the Developer the reasonable costs incurred by it in rectifying the Maintenance Default by way of calling on any Bank Guarantee it holds for the particular facility requiring the work, or as a debt due by the Developer to the Council.
- (j) The Developer's obligations under this clause apply even if the facility was wholly or partly constructed by the Council or a contractor engaged by the Council (if for example, the Council accepts a Bank Guarantee and calls on it to construct or partly construct the facility).

9 Roadworks

- (a) Council acknowledges as follows:
 - (i) the Developer has commissioned a number of traffic studies of the Development to model the impact of the Development on the road traffic system;
 - (ii) those traffic studies have been reviewed and accepted by Council as providing an appropriate analysis of the impact of the Development on the local road network and as to the level of road works that should be required of the Developer in connection with the Development.
- (b) Council acknowledges that the Developer entered into a State Voluntary Planning Agreement with the Minister, which contains, amongst other things, a requirement for the Developer to make a monetary contribution towards State infrastructure.
- (c) Subject to the exceptions hereunder, the Council agrees that no contributions towards roadworks additional to those contributions required under any existing State Voluntary Planning Agreement to which the Developer is a party will be required by Council for any Council roads with respect to the Development except:
 - (i) repair works directly necessary as a result of physical disruption to existing road surfaces, footpaths, kerbs and gutting caused by the Development;
 - (ii) roadworks on the Land itself as a part of the subdivision works of the Development;

- (iii) minor works in respect of the interface of new roads with existing roads, including, by way of examples only, sight distances, kerb and gutter realignments and the relocation of services;
- (iv) the roadworks documented in this Deed to be performed by the Developer as Non Cash Contributions; and
- (v) those roadworks which RMS requires to be carried out.

10 Council owned land

10.1 Access

- (a) The Council agrees to permit the Developer, upon receiving at least 10 Business Days' prior notice, to enter, pass through or occupy any Council owned or controlled land free of charge in order to enable the Developer to properly perform its obligations under this Deed
- (b) Subject to clause 10.2, the Developer indemnifies the Council against all liability, loss, cost and expense the Council may incur and / or suffer as a result of allowing such access to the land and the carrying out of the works referred to in clause 10.1(a) and the Developer must effect and maintain public liability insurance in respect of the land acceptable to the Council of at least \$20 million or such other amount as the Council may reasonably require with the Council named as an insured until the works are completed and delivered in accordance with this Deed.
- (c) Nothing in this clause creates or gives the Developer any estate or interest in any part of the Council owned or controlled land.

10.2 Contamination

- (a) This clause 10.2 applies to the following land that is owned by Council or is due to be dedicated to Council prior to the Developer completing any Works on that land:
 - (i) existing roads (items 15, 17, 18 and 19 in the Contributions Schedule) and public roads on which shared cycleway/footpath will be constructed;
 - (ii) land required for Local Park – South (item 2 in the Contributions Schedule); and
 - (iii) that part of Lot 15 DP 129157 required for the Northern Access Road (item 17 in the Contributions Schedule), which is owned by Council.
- (b) Nothing in this Deed requires the Developer to remediate or ensure that the land subject to this clause is Free from Contamination (except land contaminated due to the actions or omissions of the Developer, its employees, contractors or agents).
- (c) If any land subject to this clause is Contaminated to the extent that it will prevent the Developer from carrying out the Works unless remediation works are undertaken, and such Contamination is not due to the actions or omissions of the Developer, its employees, contractors or agents, Council agrees that it will carry out, at its cost, necessary remediation works in accordance with any remediation action plan, provided that the Council is given reasonable notice of the relevant Contamination by the Developer and a reasonable period of time as agreed

between the parties from the date of the initial notification of the Contamination to carry out the remediation works.

- (d) Council must, on request, provide to the Developer any and all documents it holds concerning the state of Contamination on any of the land subject to this clause.

11 Environmental Contributions

11.1 *Environmental Corridors*

- (a) The Developer will ensure that the Environmental Corridors are rehabilitated, maintained and transferred to Council and that the Endowment Fund Monies are paid to Council in accordance with this clause 11.
- (b) To avoid doubt, the obligations of the Developer with respect to the rehabilitation, maintenance, and transfer to Council of the Environmental Corridors, and the payment of the Endowment Fund Monies as required by this clause 11, are in addition to its other obligations under this Deed, in particular its obligations to make the Cash Contributions and Non Cash Contributions.

11.2 *Rehabilitation of the Environmental Corridors*

- (a) The Developer will commence the implementation of the approved Rehabilitation and Maintenance Plan within 180 days of receiving the approval of that Plan from the CEO of the Council or nominated delegate, and will immediately notify Council when implementation of the Rehabilitation and Maintenance Plan has commenced.
- (b) The Developer must carry out the Rehabilitation Works and the Maintenance Works in accordance with the approved Rehabilitation and Maintenance Plan.
- (c) The Developer will give the Council 28 days prior notice of each of the commencement and completion, of the implementation of the Rehabilitation and Maintenance Plan.

11.3 *Transfer of Environmental Corridors*

- (a) The Developer must progressively transfer to the Council, without cost to the Council, the Environmental Corridors in accordance with Schedule 4 and the Delivery Terms.
- (b) The Council agrees to ensure that any land comprising the Environmental Corridors which is transferred to it under this clause 11 is in perpetuity:
 - (i) preserved and managed solely for the purposes of biodiversity conservation; and
 - (ii) protected from any development which would prejudice the ongoing conservation or rehabilitation of the land,subject to the limitations of the income derived from the Endowment Fund Monies.
- (c) The Council will inform the Department of the Environment (Cth) in writing of any proposal by the Council:
 - (i) to undertake any development within the Environmental Corridors; or

- (ii) to change the zoning of land within the Environmental Corridors.

11.4 Payment of Endowment Fund Monies

- (a) The Developer must pay to the Council the Endowment Fund Monies progressively when the Environmental Corridors are transferred to Council, in accordance with Schedule 4 and the following formula:

$$\text{EFMP} = \frac{(\text{ECR} \times \text{EFM})}{\text{TEC}} \times \frac{\text{CPI 2}}{\text{CPI 1}}$$

where

CPI 2 means the CPI last published by the Australian Bureau of Statistics at the time of payment.

CPI 1 means the CPI last published by the Australian Bureau of Statistics for September 2008.

EFMP means the Endowment Fund Monies payable on transfer of the relevant part of the Environmental Corridors in respect of which the calculation is being made.

ECR means the area of the Environmental Corridors that is being transferred to Council in respect of which the calculation is being made.

EFM means \$1,081,725.00.

TEC means the total area of all of the Environmental Corridors to be transferred (including the area in ECR) to the Council, not just the balance.

- (b) The Endowment Fund Monies must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council.
- (c) The Endowment Fund Monies will be taken to have been made when the Council notifies the Developers in writing that the bank cheque has been received and cleared funds or electronic funds have been deposited in the Council's bank account.
- (d) The Council must, if requested by the Developer, provide details of its calculation of the Endowment Fund Monies in accordance with the formula in clause 11.4(a), including the CPI it has used.
- (e) The Developer will give the Council 14 days' notice in writing when each of the rehabilitation and the maintenance has been completed in respect of each part of the Environmental Corridors referred to in Schedule 4.

11.5 Developer's continuing EPBC obligations

If, after the transfer to or vesting in the Council of any part of the Environmental Corridors, an obligation or liability arises under or in connection with the EPBC Approval in respect of that part of the Environmental Corridors, the Developer must perform that obligation or discharge that liability at its own sole cost within a reasonable period of the obligation or liability arising, unless the obligation or liability arose as a consequence of some action of the Council. If the performance of the obligation or the discharge of the liability requires access to the relevant part of the Environmental Corridors, the Council

will allow the Developer and its contractors access to the relevant land for the purposes of such performance or discharge on such terms and conditions as the Council reasonably requires.

12 Application of s 7.11, s 7.12 and s 7.24 of the Act

- (a) This Deed partially excludes the application of section 7.11 and section 7.12 of the Act to the Development as follows:
 - (i) Section 7.11 and section 7.12 of the Act are not excluded from applying to the development of Non-Developer Controlled Land referred to in clause 6.3(e), in which case the benefits delivered under this Deed must not be taken into account when determining a development contribution under section 7.11.
 - (ii) Section 7.11 and section 7.12 of the Act are otherwise excluded from applying to the Development, other than to any Additional Lot created from a Super Lot that is released from the Deed.
- (b) This Deed does not exclude the application of section 7.24 of the Act to the Development.

13 Registration of this Deed

13.1 *Obligations of the Developer*

- (a) The Developer agrees to procure the registration of this Deed under the Real Property Act 1900 (NSW) in the relevant folios of the Register of the Developer Controlled Land in accordance with section 7.6 of the Act.
- (b) The Developer must provide forms for registration of this Deed against the Developer Controlled Land to Council on the date this Deed is executed.
- (c) Council must deliver forms for registration of this Deed duly executed by it within 4 weeks of the later of the date of execution of this Deed and the date of provision of the forms by the Developer.
- (d) Within 8 weeks after receiving duly executed forms provided by Council under clause 13.1(c), the Developer must lodge a request for registration of this Deed, and will promptly provide Council with the relevant lodgement numbers received from LPI and promptly take all steps necessary to effect registration of this Deed at the earliest practicable date. A copy of the Deed as requested will be provided to Council within 5 Business Days after registration.
- (e) This Deed must be registered against the title to the Developer Controlled Land on the earlier of:
 - (i) 10 weeks after the Council provides duly executed forms as required under clause 13.1(c); or
 - (ii) the date the Developer lodges the first application for a Subdivision Certificate after execution of this Deed.
- (f) Notwithstanding any other provision in this Deed, this clause does not prevent the issue of a Subdivision Certificate to any application for such a certificate that was lodged prior to execution of this Deed, provided that the terms of this Deed (other than clauses 13.1(a)-(e)) are complied with. The Developer will not lodge an

application for such a certificate after execution of this Deed unless this Deed has been registered against the title to the Developer Controlled Land.

13.2 *Removal of Previous Agreements*

The Council agrees that, on the registration of this Deed, notation of the registration of the Original Agreement (and any amendments to it), the 2015 Agreement and the 2017 Amendment Deed may be removed, at the Developer's cost, from the title to any land.

13.3 *Obligations of the Council*

The Council will ensure that this Deed remains registered on the title for any Environmental Corridors transferred to the Council by the Developer, having regard to the Council's obligations under clause 11.3(b) of this Deed.

13.4 *Removal from Register*

The Council will provide a release and discharge of this Deed and execute any relevant documents so that this Deed may be removed from the folios of the Register for the Land (or any part of it) provided the Council is required to release the said land in accordance with clause 18.2 or is satisfied the Developer has duly fulfilled its obligations under this Deed in connection with that part of the Land, and is not otherwise in default of any of the obligations under this Deed.

14 Dispute Resolution

14.1 *Reference to Dispute*

- (a) For the purposes of this clause 14.1, a "dispute" in relation to this Deed is any disagreement between the parties concerning any of the following:
- (i) A discretionary decision to be made by a party (other than a decision as to whether to review the terms of this Deed under clause 17 or otherwise).
 - (ii) Any requirement under this Deed for a party to act reasonably or to not act unreasonably, except a decision of the Council to accept or not accept a Security under clause 16.6(g) or a decision as to whether to review the terms of this Deed under clause 17 or otherwise.
 - (iii) The actions required to implement the Maintenance Management Plan under clause 8.3.
 - (iv) The actions required to implement the Rehabilitation and Maintenance Plan.
 - (v) Any proposal by either party to vary the scope of Works under clause 6.2(e), (f) or (g).
 - (vi) The release of, or call on, any Security provided that nothing in this clause will prohibit Council from exercising any rights available to it to call upon any Security under this Deed.
 - (vii) The calculation of Timing Thresholds.
 - (viii) Whether or not a default or breach of this Deed has occurred (in accordance with clause 15.1(c)).
- (b) If a dispute arises between the parties in relation to this Deed, the parties must not commence any court proceedings relating to the dispute unless the parties

have complied with this clause, except where a party seeks urgent interlocutory relief.

14.2 Notice of Dispute

The party wishing to commence the dispute resolution process must give written notice (**Notice of Dispute**) to the other party of:

- (a) The nature of the dispute,
- (b) The alleged basis of the dispute, and
- (c) The position which the party issuing the Notice of Dispute believes is correct.

14.3 Representatives of Parties to Meet

- (a) The representatives of the parties must promptly (and in any event within 30 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
 - (i) resolve the dispute during the course of that meeting,
 - (ii) agree that further material or expert determination in accordance with clause 14.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

14.4 Further Notice if Not Settled

If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (Determination Notice) by mediation under clause 14.5 or by expert determination under clause 14.6.

14.5 Mediation

If a party gives a Determination Notice calling for the dispute to be mediated:

- (a) The parties must agree to the terms of reference of the mediation within 5 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;
- (b) The mediator will be agreed between the parties, or failing agreement within 5 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 14.5 must:
 - (i) Have reasonable qualifications and practical experience in the area of environment and planning law; and

- (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) The parties must within 5 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation;
- (f) Subject to clause 14.7 below, the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) In relation to costs and expenses:
 - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

14.6 *Expert determination*

If the dispute is not resolved under clause 14.3 or clause 14.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field;
- (b) The expert will be determined by agreement between the parties and in the event that no agreement is reached or no appointment is made within 10 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (c) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (d) Each party may provide information to the expert that the party considers relevant to the issues in dispute;
- (e) The expert shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (f) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (g) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (h) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and

- (i) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
 - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) the determination is in respect of, or relates to, termination or purported termination of this Deed by any party, in which event the expert is deemed to be giving a non-binding appraisal.

14.7 *Litigation*

- (a) If the dispute is not finally resolved in accordance with this clause 14, then either party is at liberty to litigate the dispute.
- (b) The parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
 - (i) views expressed or proposals or suggestions made by a party or the expert during the expert determination or mediation relating to a possible settlement of the dispute; and
 - (ii) admissions or concessions made by a party during the expert determination or mediation in relation to the dispute; and
 - (iii) information, documents or other material, including Confidential Information concerning the dispute which are disclosed by a party during the expert determination or mediation unless such information, documents or facts will have been otherwise discoverable in judicial or arbitral proceedings.

14.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 14.1, the referral to or undertaking of a dispute resolution process under this clause 14 does not suspend the parties' obligations under this Deed.

15 **Enforcement**

15.1 *Default*

- (a) In the event a party considers that the other party has failed to perform and fulfil an obligation under this Deed, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (c) If a party does not agree that it has failed to perform or fulfil an obligation subject to a Default Notice, it may refer the matter to dispute resolution under clause 14 of this Deed.

15.2 *Subdivision Certificates*

The Developer agrees to make all applications for Subdivision Certificates for Developer Controlled Land to the Council and not to an accredited certifier under the Act.

15.3 *Council as Principal Certifying Authority*

Other than where the Council determines that it cannot or should not be appointed as the principal certifying authority under the Act, for any particular item or items, the Developer will appoint the Council as principal certifying authority under the Act:

- (a) for all subdivision work required for the development of the Developer Controlled Land, and
- (b) if the Developer is an applicant for development consent in respect of the subdivision of any part of the Land that is not Developer Controlled Land, for any subdivision work required in respect of that part, and
- (c) for all building work required in connection with the provision of Non Cash Contributions under the Contributions Schedule.

15.4 *Restriction on the issue of Subdivision Certificates*

- (a) In accordance with section 6.15(d) of the Act, or if the Former Building and Subdivision Provisions apply, section 109J(c1) of the Act, a Subdivision Certificate will not be issued for any part of the Development unless:
 - (i) the Developer has delivered those Non Cash Contributions to the Council that are due to be delivered in accordance with the timing set out in clause 8, the Contributions Schedule and Schedule 4, or the Council has accepted a Security for those Non Cash Contributions in accordance with clause 16.6;
 - (ii) the Developer has paid the Cash Contributions in accordance with the Delivery Terms for the Residential Lots subject to the Subdivision Certificate;
 - (iii) this Deed has been registered under section 7.6 of the Act in accordance with clause 13 (subject to clause 13.1(f)); and
 - (iv) the Developer has otherwise complied with the provisions of this Deed that are in the Council's opinion (acting reasonably) attributable to the Residential Lots and/or Super Lots subject to the Subdivision Certificate.
- (b) In accordance with section 6.15(d) of the Act, or if the Former Building and Subdivision Provisions apply, section 109J(c1) of the Act, a Subdivision Certificate will not be issued for the 600th, 1200th and 1800th Residential Lots unless:
 - (i) the Developer has completed the Rehabilitation Works required by the Rehabilitation and Maintenance Plan for that part of the Environmental Corridors that is referenced to that Residential Lot in Schedule 4, and
 - (ii) the Developer has provided the Environmental Bank Guarantee to the Council.
- (c) Subject to clause 15.4(d), in accordance with section 6.15(d) of the Act, or if the Former Building and Subdivision Provisions apply, section 109J(c1) of the Act a

Subdivision Certificate will not be issued for the 1200th, 1800th and 2000th Residential Lots unless:

- (i) the relevant part of the Environmental Corridors that is referenced to that particular Residential Lot in Schedule 4 has been transferred to Council in accordance with the requirements of Schedule 4 and this agreement; and
 - (ii) the part of the Endowment Monies attributable to the relevant part of the Environmental Corridors that is referenced to that particular Residential Lot in Schedule 4 and calculated in accordance with clause 11.4 has been paid to the Council.
- (d) Notwithstanding clause 15.4(c), a Subdivision Certificate may be issued for the 1200th, 1800th and 2000th Residential Lots provided:
- (i) the Developer has completed the Rehabilitation of the relevant part of the land comprising the Environmental Corridors for the subdivision certificate, as specified in Schedule 4;
 - (ii) the Council is, within 14 days of registration of the plan of subdivision which contains the Subdivision Certificate, provided with all certificates of title for the relevant part of the land comprising the Environmental Corridors together with stamped, executed transfers of such land to the Council in registrable form and any other document in registrable form required to enable registration with the LPI of the transfer of those lands to the Council;
 - (iii) the relevant part of the Environmental Corridor is being and will continue to be maintained by the Developer in accordance with the Rehabilitation and Maintenance Plan for a period of not less than 5 years after the completion of the Rehabilitation of that land or until all reporting obligations under the EPBC Approval in respect of that land have expired, whichever is the later;
 - (iv) the Developer has provided the Council with the Environmental Bank Guarantee;
 - (v) the Developer warrants that the land comprising the relevant part of the Environmental Corridors to be transferred will, on its transfer, have the characteristics required by the Delivery Terms; and
 - (vi) Endowment Fund Monies attributable to the relevant part of the Environmental Corridors has been paid to the Council.

15.5 Caveat and Transfer of Environmental Corridors

- (a) If a Subdivision Certificate is issued in circumstances described in clause 15.4(d), the Council is entitled to:
- (i) lodge a caveat over the title to the relevant part of the Environmental Corridors to be transferred to the Council under clause 15.4(d)(ii); and
 - (ii) register, at the time it sees fit, which may not be until the later of the two events referred to in the definition of MR in clause 16.7(a), the transfer of the relevant part of the Environmental Corridors.

15.6 *General Enforcement*

- (a) Without limiting any other remedies available to the parties, this Deed may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this Deed prevents:
 - (i) 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; and
 - (ii) 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.
- (c) The parties agree that the provisions of this clause 15, together with the provisions of clause 16 and the provisions of Part 6 Division 3 of the Act as relate to implementation and enforcement provide means for the enforcement of this Deed in the event of a breach of this Deed by the Developer.

16 Security

16.1 *Non-Developer Lot Payments and Bond*

- (a) The Developer must pay Council, within 10 Business Days of receiving funds from the owners of Non-Developer Controlled Land in accordance with the arrangement referred to in clause 6.3(b), an amount of money calculated and apportioned as follows:
 - (i) A cash component per Residential Lot at \$3,772.00 plus indexation (CPI) from as published for December 2020 until the date of payment; plus
 - (ii) Non cash component per Residential Lot at \$27,979.00 plus indexation (CPI) from as published for December 2020 until the date of payment.
- (b) For the avoidance of doubt, Council agrees and acknowledges that the Developer has already paid to Council \$61.00 per Residential Lot in Cash Contributions, through a lump sum payment made under the 2015 Agreement.
- (c) The non cash component referred to in clause 16.1(a)(ii) from Non-Developer Controlled Land will be held by Council as Security ("**the Non-Developer Lot Bond**").

16.2 *Residential Lot Bond*

- (a) The parties acknowledge and agree that the Developer has paid Cash Bonds to Council associated with the release of the 400th to the 499th Residential Lots totalling \$80,090.64 (**the Residential Lot Bond**) and Council continues to hold funds constituting the Residential Lot Bond.
- (b) For the avoidance of doubt, no further payments are required towards the Residential Lot Bond.

16.3 *Release of Cash Bonds*

- (a) The Non-Developer Lot Bond, Exhibition Lot Bond and Residential Lot Bond, or any part of those bonds will be released by Council to the Developer (or to any person nominated by the Developer) for the purposes of paying invoices issued

by contractors who have carried out design and/ or construction works required under, and in accordance with, this Deed.

- (b) Council agrees to act reasonably when releasing the bonds, or part of the bonds as required by clause 16.3(a) and will endeavour to release the money to the Developer with sufficient time for the Developer to pay the contractor in accordance with the payment terms specified in the invoice.
- (c) The Developer agrees to act reasonably when seeking any release of the bonds, or part of the bonds as required by clause 16.3(a) and will ensure invoices are submitted to Council within 28 Business Days of the date of the invoice upon which release or partial release of the bonds is sought under cl 16.3(a).

16.4 *First Intersection Security*

- (a) Under the 2017 Amendment Agreement, the Developer provided Security (“**the First Intersection Security**”) and the parties acknowledge and agree that, as at the date of this Deed the Council currently holds \$506,045.54 as part of that Security.
- (b) The First Intersection Security is to be held by Council on the basis that the First Intersection Security shall be progressively reduced over the period of construction of any part of the Intersection Works undertaken after provision of the Security, in accordance with any progress claims or invoices issued by contractors received, approved and paid by the Developer.

16.5 *Call on Works Security*

- (a) Notwithstanding any other provision in this Deed, in the event the Developer ceases to carry out the Development for a period of 2 years, the Council will be entitled, after giving the Developer 30 Business Days’ notice, to use any Works Security it holds to construct or complete any works or facilities required by this Deed.
- (b) This clause 16.5 shall not be interpreted so as to relieve the Developer of its obligations under this Deed, nor so as to relieve the Developer of its obligation to deliver the Works and any land dedication in accordance with the Contributions Schedule, and in that regard the Developer acknowledges that Council may utilise all options available to it under the Law, against the Developer, to recover any shortfall between the Works Security and the monies required to perform the Works.

16.6 *Security for Incomplete Works*

- (a) The Developer may offer to provide to Council, a Security against the performance by the Developer of its obligations relating to the Non Cash Contributions referenced in Annexure I, other than an obligation to provide a dedication or transfer of land, where the Developer has substantially commenced work and is able to demonstrate in accordance with this clause that either:
 - (i) 50% or more of a relevant Non- Cash Contribution shown as a Non-Critical Item in Annexure I has been constructed; or
 - (ii) 70% or more of a relevant Non- Cash Contribution shown as a Critical Item in Annexure I has been constructed.

but not yet completed or delivered, by the time required in the Contributions Schedule.

- (b) Where the Developer intends to offer a Security for an uncompleted facility or works under clause 16.6(a) it must first provide the Council with a list of three suitably qualified and experienced quantity surveyors working in New South Wales who are independent of the Developer (meaning that they are not related to the Developer and have not either directly or indirectly provided quantity surveying services to the Developer during the 3 years preceding the date of submission of the list). Within 10 Business Days after receipt of the list of quantity surveyors from the Developer, the Council will nominate one of the quantity surveyors nominated by the Developer to provide a report as anticipated by clause 16.6(c).
- (c) When offering a Security for an uncompleted facility or works under this clause 16.6 the Developer must submit the following to Council:
 - (i) A report from the suitably qualified and experienced independent quantity surveyor selected from the list provided by the Developer to the Council under clause 16.6(b) that:
 - (A) establishes the cost of work carried out by the Developer in connection with the facility or works and the value of the work that has been completed, as a percentage of the total cost of the work required to complete the total facility or works; and
 - (B) details of the estimated cost and timing to complete the particular uncompleted facility or works; and
 - (ii) A report from a suitably qualified and experienced independent expert proposed by the Developer and accepted by the Council (acting reasonably) identifying which of the facilities specified in Annexure I is the subject of the proposed Security and expressing the opinion that any work carried out to date by the Developer in connection with the facility:
 - (A) complies with any applicable Approval and Construction Certificate relating to the facility;
 - (B) is of an appropriate and acceptable standard of construction and workmanship; and
 - (C) is free from major defects.
- (d) Subject to clauses 16.6(e) and 16.6(f), Council will, within 10 Business Days of receiving the Developer's offer in respect of Works referred to in clause 16.7(a)(i), advise the Developer whether or not it accepts the Security, and if it decides to accept the Security, the amount required for the Security.
- (e) The Council agrees that where the Developer is able to demonstrate in accordance with this clause to the satisfaction of Council (acting reasonably) that 70% or more of a relevant Non-Cash Contribution shown as a Critical Item in Annexure I has been provided, and the Developer has otherwise complied with the terms of this clause 16.6, the Council must accept the Security for that relevant item of Non-Cash Contribution.

- (f) Notwithstanding any other provision of this Deed, Council is not obliged to accept a Security where, were it to carry out work to complete the uncompleted facility or works, such work:
- (i) will be upon land that it has no permission to enter, access at all times, and to carry out the work; or
 - (ii) will result in a breach of the law by reason of an absence of a consent, permission or approval; or
 - (iii) will be at risk of demolition, damage or destruction by reason of the lack of secure fencing or containment that must be provided by the Developer.
- (g) Subject to clauses 16.6(d) and 16.6(e), the Council may, acting reasonably, decide to accept or not accept the Security even if the amount of the Security is greater than the estimated cost to complete the particular part of the uncompleted facility or works. If Council does not accept the Security, the Developer must comply with its obligations to complete the uncompleted facility or works in accordance with the timing specified in the Contributions Schedule.
- (h) The Council's decision to accept or not accept a Security under clause 16.6(g) is not a matter that can be referred to dispute resolution under clause 14.
- (i) If the Council agrees to accept a Security under this clause 16.6, the Council shall deal with the Security in the following way:
- (i) When the relevant Non Cash Contribution has been delivered and the period referred to in clause 16.6(i)(iii) below has expired, the Council shall release the Security to the Developer.
 - (ii) If the Security is a Cash Bond or one or more Bank Guarantees having a face value of \$50,000.00 or multiples of \$50,000.00, it may be progressively reduced over the period of construction of any part of the relevant item of works covered by the Security, in accordance with any progress claims or invoices issued by contractors received and approved by the Developer, provided that each individual claim against the Cash Bond or relevant Bank Guarantee(s) is no less than \$50,000 (except for any final claim against the Cash Bond or the last Bank Guarantee provided in respect of the relevant item of Non-Cash Contribution).
 - (iii) When a period of 50 weeks has expired following the earlier of:
 - (A) the date on which delivery of the Non-Cash Contribution was required under the Contributions Schedule; and
 - (B) the date of issue of the Security,but the Non Cash Contribution has not been delivered for any reason, the Council is entitled to call on the Security and use the proceeds to satisfy the obligations of the Developer that are secured by the Security, and return any unused part of the proceeds to the Developer within 20 Business Days after satisfying those obligations.
- (j) Notwithstanding any other provision of this clause 16.6, the Developer must use all reasonable endeavours to deliver the Non-Cash Contribution to which a Security relates within 50 weeks after the date on which the Non-Cash Contribution was required under the Contributions Schedule.

- (k) If the Council accepts a Security under this clause 16.6, the Developer must ensure that, should Council be required to call on the Security and undertake the Works itself in accordance with clause 16.6(i)(iii):
- (i) Council will be entitled to enter, access the relevant land at all times, and to carry out the work; and
 - (ii) Council will not be in a breach of the law by reason of an absence of a consent, permission or approval; and
 - (iii) Council will not be at risk of demolition, damage or destruction by reason of the lack of secure fencing or containment that must be provided by the Developer.

16.7 Environmental Bank Guarantee

- (a) Prior to the issue of a Subdivision Certificate for the 600th, 1200th and 1800th Residential Lots the Developer must provide a Bank Guarantee in the amount specified and for the period defined by MR in the formula below, for that relevant part of the Environmental Corridors that is referenced to the particular Residential Lot in Schedule 4:

$$\text{Environmental Bank Guarantee} = C \times \frac{\text{CPI 2}}{\text{CPI 1}} \times \frac{\text{MR}}{60}$$

where

C = The amount of \$250,000.00

CPI 2 = The CPI last published by the Australian Bureau of Statistics at the time of payment.

CPI 1 = The CPI last published by the Australian Bureau of Statistics for September 2008.

MR = The greater of:

- (i) number of months remaining to be performed of the maintenance period required by the Rehabilitation and Maintenance Plan for that relevant part of the Environmental Corridors; and
 - (ii) the number of months remaining in which there are any outstanding reporting obligations under the EPBC Approval in respect of the relevant part of the Environmental Corridors.
- (b) So long as the Developer is performing its obligations under the Rehabilitation and Maintenance Plan, the Bank Guarantee in clause 16.7(a) may be replaced from time to time, after the time of its delivery to Council, by the Developer's submitting a replacement Bank Guarantee for such lesser amount as the formula in clause 16.7(a) then requires.
- (c) If the Developer fails to maintain the relevant part of an Environmental Corridor in accordance with this Deed, and with the EPBC Approval, the Council may call on the Environmental Bank Guarantee to fund the carrying out of the necessary work, and the Developer agrees that the Council and its employees and

contractors may have access to the relevant land to carry out the necessary work.

16.8 *Bank Guarantees Generally*

- (a) Unless otherwise agreed by Council, any Bank Guarantee provided under this clause 16 must not have an expiry date, except any Environmental Bank Guarantee may have an expiry date that is not before the date that is three months after the end of the relevant maintenance period.
- (b) The Council may call on any Bank Guarantee only in accordance with a provision of this Deed that specifies the circumstances when Council may call on the Bank Guarantee.
- (c) At any time following the provision of a Bank Guarantee under this clause, the Developer may provide the Council with one or more replacement Bank Guarantees totalling the amount of all Bank Guarantees required to be provided under this clause for the time being.
- (d) On receipt of any replacement Bank Guarantee provided by the Developer under clause 16.7(b) or 16.8(c), the Council must release and return to the Developer, as directed, the Bank Guarantee that has been replaced as soon as reasonably practicable.
- (e) The Council must promptly return a Bank Guarantee provided under this clause 16 if requested by the Developer and the facility or works to which the Bank Guarantee relates have been delivered.

16.9 *Security for the Transfer of Environmental Corridors*

- (a) The parties agree that if the Developer fails to transfer the land comprising the Environmental Corridors in accordance with clause 11.3:
 - (i) this Deed may be taken as an agreement by the Developer to transfer the land comprising the Environmental Corridors to Council for \$1,00; and
 - (ii) for the purposes of giving effect to the transfer, the Council may carry out a subdivision of any land that forms part of the land comprising the Environmental Corridors to establish separate legal title or titles for the Environmental Corridors; and
 - (iii) the reasonable costs incurred by the Council in carrying out a subdivision of the land including but not limited to survey costs, registration fees and costs associated with obtaining any necessary Approval, will be borne by the Developer and may be recovered by the Council in any court of competent jurisdiction as a debt due to the Council by the Developer; and
 - (iv) the Developer consents to the subdivision of the land to establish separate legal title or titles for the Environmental Corridors and any application for Approval required to give effect to the subdivision, and this clause may be relied on as evidence of that consent; and
 - (v) the Developer agrees to promptly execute all documents and do all things reasonably requested by the Council to give effect to the subdivision and transfer of the land comprising the environmental Corridors.
- (b) The Developer will not:

- (i) require the Council to acquire the Environmental Corridors under any environmental planning instrument under the Act, or under any other legislation, or
 - (ii) claim compensation from the Council in respect of the acquisition by, transfer to and vesting in the Council of the Environmental Corridors.
- (c) The Developer shall do all other things necessary to effect the vesting of the Environmental Corridors in the Council in accordance with this Deed and not suffer any interest that the Council has in the Environmental Corridors to be adversely affected until that vesting occurs.

17 Review of this Deed

This Deed may be reviewed or modified by the agreement of the parties and acting in good faith.

18 Assignment and Dealings

18.1 *Developer dealing with interests*

The Developer must not:

- (a) deal with the Developer Controlled Land or any part of it or suffer any dealing to occur in respect of it or any part of it; and / or
 - (b) assign or novate its obligations and / or rights under this Deed,
- unless prior to same,
- (c) this Deed has been registered on the titles to the Developer Controlled Land pursuant to section 7.6 of the Act;
 - (d) the Developer satisfies the Council, acting reasonably, that the proposed transferee has experience as a developer, and is financially capable of complying with the Developer's obligations under this Deed;
 - (e) the rights of the Council are not diminished or fettered in any way;
 - (f) the transferee delivers to the Council a novation agreement signed by the Developer and the transferee in a form and of such substance as is acceptable to the Council, acting reasonably, containing provisions under which the transferee agrees to comply with all the outstanding obligations of the Developer under this Deed;
 - (g) any default by the Developer under any provisions of this Deed has been remedied by the Developer or waived by the Council on such conditions as the Council may determine, acting reasonably; and
 - (h) the Developer and the transferee pay the Council's reasonable costs in relation to the assignment.

18.2 *Release of Developer Controlled Land from this Deed*

Clause 18.1 shall not prevent the Developer or the relevant landowner from:

- (a) dealing with Residential Lots or Super Lots after they have been created by the registration of a plan of subdivision at LPI; or

- (b) dealing with land to be subdivided into Residential Lots or Super Lots before they have been created by the registration of a plan of subdivision at LPI (but after the issue of a Subdivision Certificate for the relevant land by Council),

provided the requirements for Super Lots in clause 7.2 and clause 18.3 have been met, and Council must where the requirements of clauses 7.2 and 18.3 have been met release the said Residential Lots or Super Lots or land to be subdivided into Residential Lots (as the case may be) from this Deed in these circumstances, by executing any release document reasonably required by the Developer and any request form to remove this Deed from the Register in accordance with clause 13.4.

18.3 Ongoing Obligations for Super Lots

- (a) Upon the Developer providing the Contributions for a Super Lot in accordance with clause 7.2, Council must upon request issue to the Developer:
 - (i) written confirmation that this Deed will no longer apply to the Super Lot once it is transferred to a third party or the owner of the relevant land as at the date of this Deed (**Transferee**) and the Super Lot will be released from this Deed effective from the date of transfer;
 - (ii) an executed release form to be lodged for registration at the same time or after the transfer of the Super Lot to the Transferee is lodged for registration; and
 - (iii) advice to the Transferee confirming that:
 - (A) contributions have been provided for the relevant number of Equivalent Lots and Council will not seek further contributions under this Deed or the Act for those lots; and
 - (B) if any future development of the Super Lot after it is transferred to the Transferee creates additional lots in excess of the Equivalent Lots (**Additional Lots**), contributions will be payable in accordance with any applicable contributions plan under the Act for those Additional Lots.
- (b) Prior to the transfer of a Super Lot, the Developer must procure written confirmation from the Transferee that it acknowledges the notice issued by Council in accordance with clause 18.3(a) and agrees to pay development contributions in accordance with the relevant contributions plan under section 7.13 of the Act, for any Additional Lots.
- (c) The Developer must not register any release or discharge, or seek to remove this Deed from the Register for a Super Lot, unless at the same time it is registering a transfer of the Super Lot to a third party that is not a Related Body Corporate to the Developer or the owner of the relevant land as at the date of this Deed.
- (d) The Developer agrees that if a development consent for residential subdivision of a Super Lot is granted after payment has been made under clause 7.2(a) but before transfer of the land, the Developer must provide Contributions for any Additional Lots in accordance with this Deed prior to transfer and release of the Super Lot.

19 Approvals and consents

- (a) 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. A party is not obligated under this Deed, but may be required by statute, to give its reasons for giving or withholding consent or for giving consent subject to conditions.
- (b) Council shall not unreasonably delay the determination of any application for approval under the Act, the *Roads Act 1993* or any other legislation submitted by or on behalf of the Developer for Works required under this Deed.
- (c) The obligation under clause 19(b) shall not be construed so it interferes with, curtails, or fetters Council's statutory rights, duties, obligations and functions, nor its discretion as the consent or approval body, and for the avoidance of doubt this clause does not require Council to deal with the Developer's applications in priority to other applicants.

20 No fetter

20.1 *Discretion*

This Deed is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to the Development or any application for Development Consent (all referred to in this Deed as a "**Discretion**").

20.2 *No fetter*

No provision of this Deed is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this Deed is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

- (a) They will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied,
- (b) In the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this Deed has full force and effect, and
- (c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this Deed which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

21 Notices

21.1 *Notices*

Any notice given under or in connection with this Deed (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email at the relevant address below, or at the address last notified by the intended recipient to the sender after the date of this Deed:

- (i) to Council of the City of Lake Macquarie: 126-138 Main Road
Speers Point 2284
Email: council@lakemac.nsw.gov.au
Attention: Developer Contributions Co-ordinator
 - (ii) to Johnson Property Group Pty Limited: 27 Patrick Drive
Cooranbong NSW 2265
Email: bryang@johnsonpropertygroup.com.au
Attention: Keith Johnson
- (c) is taken to be given or made:
- (i) in the case of hand delivery, when delivered;
 - (ii) in the case of an email, when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above; and
 - (iii) in the case of delivery by post, 7 Business Days after the date of posting (if posted to an address in the same country) or 15 Business Days after the date of posting (if posted to an address in another country); and
- (d) if under clause (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

22 General

22.1 *Relationship between parties*

- (a) Nothing in this Deed:
 - (i) constitutes a partnership between the parties; or
 - (ii) except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose:
 - (i) bind another party; or
 - (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

22.2 *Time for doing acts*

- (a) If the time for doing any act or thing required to be done or 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 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

22.3 *Further assurances*

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Deed.

22.4 *Variation*

A provision of this Deed can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

22.5 *No assignment*

A party cannot assign or otherwise transfer its rights under this Deed without the prior written consent of the other party.

22.6 *Counterparts*

This Deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

22.7 *Costs*

- (a) The Developer must pay the Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, release and discharge of this Deed, within 5 Business Days after receipt of a tax invoice from the Council.
- (b) The Developer agrees to pay or reimburse the Costs of the Council in connection with:
 - (i) advertising and exhibiting this Deed in accordance with the Act; and
 - (ii) registration of this Deed,within 5 Business Days after receipt of a tax invoice from the Council.

22.8 *Entire agreement*

The contents of this Deed constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this Deed, whether orally or in writing.

22.9 *Representations and warranties*

The parties represent and warrant that they have the power and authority to enter into this Deed and comply with their obligations under the Deed and that entry into this Deed will not result in the breach of any law.

22.10 *Severability*

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. 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.

22.11 *Invalidity*

- (a) The parties acknowledge that under and by virtue of Section 7.4(4) of the Act, any provision of this Deed is not invalid by reason only that there is no connection

between the Development and the object of the expenditure of any money requirement to be paid by that provision.

- (b) The parties acknowledge that under and by virtue of Section 7.4(10) of the Act, any provision of this Deed is void to the extent to which it requires or allows anything to be done that, when done, would breach:
 - (i) any provisions of the Act; or
 - (ii) the provisions of an environmental planning instrument; or
 - (iii) a Development Consent applying to the relevant land.
- (c) The parties agree that, to the extent permitted by Law, this planning agreement prevails to the extent that it is inconsistent with any Law.
- (d) A word or provision of this Deed must be read down if:
 - (i) this Deed is void, voidable, or unenforceable if it is not read down;
 - (ii) this Deed will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (e) A word or provision of this Deed must be severed if:
 - (i) despite the operation of clause 22.11, the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this Deed will be void, voidable or unenforceable if it is not severed.
- (f) The remainder of this Deed has full effect even if clause 22.11(e) applies.

22.12 Waiver

- (a) A right or remedy 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 or remedy does not constitute a waiver of that right or remedy, nor does 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.
- (b) 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. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It 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.

22.13 GST

- (a) Words and expressions which are not defined in this Deed but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are exclusive of GST.
- (c) If GST is payable on any supply made under this document, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

- (d) The recipient will pay the amount referred to in clause 22.13(c) in addition to and at the same time that the consideration for the supply is to be provided under this document.
- (e) The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 22.13(c). The recipient can withhold payment of the amount until the supplier provides a tax invoice or adjustment note as appropriate.
- (f) If an adjustment event arises in respect of a taxable supply made by a supplier under this document, the amount payable by the recipient under clause 22.13(c) will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.
- (g) Where a party is required under this document to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
 - (i) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
 - (ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.

22.14 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.

22.15 Confidentiality

The parties agree that the terms of this Deed are not confidential and this Deed may be treated as a public document and exhibited or reported without restriction by any party.

22.16 Assignment of Alton Road Works Materials

The Developer agrees that within 10 Business Days after the date of this Deed it will take all steps necessary to deliver to Council all Approvals, designs, reports, plans and other documents it has prepared or procured for the Alton Road Works and will, as required, assign to Council any rights it holds to own or use the design for the Alton Road Works.

22.17 Funded Works

- (a) The parties acknowledge that from time to time Council may apply for funding for public infrastructure from State Government or other Authorities (**Funding**).
- (b) If Council receives or is granted Funding for any Works or any part of the Works as described in the Contributions Schedule (**Funded Works**), the following applies:
 - (i) Council may, at its sole discretion, require the Developer to finalise the design of the Funded Works and obtain all Approvals for the Funded Works and in that case the Developer will, at its own cost, take all actions

- necessary to obtain Approvals for the Funded Works and will act in accordance with any reasonable direction of Council.
- (ii) The Developer will deliver to Council all Approvals, designs, reports, plans and other documents it has prepared or procured for the Funded Works and will, as required, assign to Council any rights it holds to own or use the design for the Funded Works.
 - (iii) Council will construct and complete the Funded Works in accordance with any requirements of the Authority that has granted the Funding and any relevant Approvals, and the Developer will not be required to deliver those Works under this Deed.
 - (iv) The Developer will pay a further monetary contribution to Council in the amount of the cost of the relevant item of Works as agreed at the date of this Deed (not including the value of any land dedication), minus the costs of any consultants the Developer has engaged to finalise the design for the Funded Works and obtain Approvals, evidenced by provision of tax invoices and remittance notices.
 - (v) On the date Council receives Funding for a Funded Work, Council will release any Security it holds under this Deed for the Funded Works.
- (c) The full amount of the monetary contribution required by clause 22.16(b)(iv) must be paid to Council prior to the date the relevant item of Works would otherwise have been required under this Deed, but the Developer is not required to pay the amount as a lump sum to Council and may pay the monetary contribution in instalments over a period of time.
 - (d) The monetary contribution required by clause 22.16(b)(iv) is to be used by Council firstly to deliver one or more of the items of infrastructure referenced in Annexure J and, if funds allow, towards road infrastructure works that service the needs of the Development.

Schedule 1 Schedule Land and Developer Controlled Land

Part 1 – the Land

Land means the land comprising the following:

Lot	Deposited Plan	Owners
1	1198484	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
3	1206864	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
621	1202855	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
744	1204699	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
3	1222727	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
6	1222727	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
7	1222727	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
80	1237780	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
81	1237780	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
82	1237780	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
8450	1250919	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
51	1259976	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
52	1259976	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
1300	1267341	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED

Lot	Deposited Plan	Owners
1347	1267341	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
1348	1267341	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
1	182756	AVONDALE GREENS PTY LIMITED
219	755218	AVONDALE GREENS PTY LIMITED
126	1242869	AVONDALE GREENS PTY LIMITED
1120	1197657	AVONDALE GREENS PTY LIMITED
B	306673	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
13	129157	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
2	346776	GC AVONDALE PTY LTD
2	1263594	Mr J R Dabson, Mrs I Dabson and Mr M D Dabson
3	1263594	Mr J R Dabson, Mrs I Dabson and Mr M D Dabson
2	663728	Mrs A Doncevic
1	360725	Mr J S Vosper
21	129159	Ms C V Abrera
1	301305	SKYLINE DEVELOPMENT PROJECTS 4 PTY LTD
A	306673	Mrs D J Brown
22	129159	Miss K D Dixon
1	346776	Mr L Volkl and Mrs D A Volkl
3	1029952	Mr I G Wheatley and Mrs V L Wheatley

Part 2 – the Developer Controlled Land

Developer Controlled Land means the land comprising the following:

Lot	Deposited Plan	Owners
1	1198484	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
3	1206864	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
621	1202855	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
744	1204699	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
3	1222727	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
6	1222727	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
7	1222727	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
80	1237780	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
81	1237780	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
82	1237780	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
8450	1250919	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
51	1259976	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
52	1259976	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
1300	1267341	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
1347	1267341	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
1348	1267341	AUSTRALASIAN CONFERENCE ASSOCIATION LIMITED
1	182756	AVONDALE GREENS PTY LIMITED
219	755218	AVONDALE GREENS PTY LIMITED
126	1242869	AVONDALE GREENS PTY LIMITED
1120	1197657	AVONDALE GREENS PTY LIMITED

Schedule 2 Contributions Schedule

Open Space and Recreation

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
1	Prior to release of subdivision certificates totalling 750 Residential Lots (which may include up to 50 Exhibition Lots)	Local Park - North (on-site)	As shown on the Plan in Annexure A, reference Item 1	Approximately 11,000m ² , identified as RE1 in land zoning			Works In Kind and Land Dedication

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
2	Land has been dedicated to Council. Facility prior to the release of a Subdivision Certificate for the 140th Residential Lot within the Southern Zone as shown in Annexure A.	Local Park - South (on-site)	As shown on the Plan in Annexure A, reference Item 2	Approximately 5,000m ² identified as RE1 in land zoning			Works In Kind and Land Dedication
3a	Prior to release of subdivision certificates totalling 1,250 Residential Lots (which may include up to 50 Exhibition Lots)	Sports Facility and Dog Exercise Area	As shown on the Plan in Annexure A, reference Item 3a	Approximately 62,000m ² , identified as RE1 in land zoning			Works In Kind and Land Dedication
3b	Prior to release of subdivision certificates totalling 1,450 Residential	Neighbourhood Park	As shown on the Plan in Annexure A, reference Item 3b	Approximately 13,000m ² ,			Works In Kind and Land Dedication

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
	Lots (which may include up to 50 Exhibition Lots)			identified as RE1 in land zoning			
4a	Prior to release of subdivision certificates totalling 650 Residential Lots (which may include up to 50 Exhibition Lots)	Town Common Neighbourhood Park	As shown on the Plan in Annexure A, reference Item 4a	Approximately 76,000m ² identified as RE1 in land zoning			Works In Kind and Land Dedication
4b	Prior to release of subdivision certificates totalling 650 Residential Lots (which may include up to 50 Exhibition Lots)	Town Common Sports Facility For clarity, works also include the off-road pedestrian and cycleway path continuing from	Town Common Sports Facility as shown on the Plan in Annexure A, reference Item 4b.	This item is within the area allocated for Item 4a			Works In Kind

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
		Item 8c Part 1 to the access road of the Town Common Sports Facility					
5a	Prior to the release of a Subdivision Certificate for each Residential Lot	Multi courts (offsite)	Council to determine	0m ²	\$947,500	\$379	Cash contribution
5b	Prior to release of subdivision certificates totalling 675 Residential Lots (which may include up to 50 Exhibition Lots)	Multi courts	As shown on the Plan in Annexure A, reference Item 5b	This item is within the area allocated for Item 4a			Works in kind
6	Prior to the release of a Subdivision Certificate for each Residential Lot	District Recreation Facilities – Jetties, etc	Council to determine	0m ²	\$1,677,500	\$671	Cash contribution

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
7	Prior to the release of a Subdivision Certificate for each Residential Lot	District Open Space and Recreation Facilities	Council to determine	0m ²	\$2,792,500	\$1,117	Cash contribution
8a	Prior to release of subdivision certificates totalling 725 Residential Lots (which may include up to 50 Exhibition Lots)	Off-road shared pedestrian and cycleway path following the alignment of the southern side of Patrick Dr - from existing Off-road shared path (opposite Lot 116 DP1242869) to Wainman Drive and McCullough Street Roundabout.	As shown on the Plan in Annexure D, reference Item 8a.	0m ²			Works in Kind and Land Dedication

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
8b – Part 1	Facility completed	Cycleway -from the northern boundary of 58 Alton Road to the intersection of Freemans Drive and Alton Road Cooranbong		0m ²			Works in Kind Facility completed
8b – Part 2	Facility completed	Cycleway -from the common boundary of 613 and 615 Freemans Drive Cooranbong to the common boundary of 567 and 575 Freemans Drive Cooranbong		0m ²			Works in Kind Facility completed

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
8b	Prior to release of subdivision certificates totalling 700 Residential Lots (which may include up to 50 Exhibition Lots)	Off-road Shared pedestrian and cycleway path - from intersection of Central Rd and Freemans Dr, following the alignment of Central Road to Chainage 1939.880.	As shown on the Plan in Annexure D, reference Item 8b.				Works In Kind and Easement in favour of Council
8c – Part 1	Facility completed	Cycleway from the intersection of Alton Road and Freemans Drive to over Dora Creek, including bridgeworks					Works in Kind Facility completed

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
8c	Prior to release of subdivision certificates totalling 725 Residential Lots (which may include up to 50 Exhibition Lots)	Off-road Shared pedestrian and cycleway path - from Chainage 1939.880 (item 8b), continuing across Dora Creek to access road at 23 Victory Street Cooranbong.	As shown on the Plan in Annexure D, reference Item 8c.				Works In Kind and Easement in favour of Council
8d	Prior to release of subdivision certificates totalling 675 Residential Lots (which may include up to 50 Exhibition Lots)	Off-road Shared pedestrian and cycleway path following the alignment of northern side of Freemans Drive - from western side of Victory Street and Freemans Drive intersection,	As shown on the Plan in Annexure D, reference Item 8d.				Works In Kind

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
		to Stockton St intersection. (Includes under the Pacific Motorway).					
8e	Prior to release of subdivision certificates totalling 800 Residential Lots (which may include up to 50 Exhibition Lots)	Off-road shared pedestrian and cycleway path	Following the alignment of Stockton and Kahibah Street from proposed roundabout at Stockton Street (Item 17) to Newcastle Street Morisset.	0m ²	\$140,861.00 paid to Council Balance owing \$709,139.00		Cash Contribution
8f	Prior to release of subdivision certificates totalling 950 Residential Lots (which may include up to 50 Exhibition Lots)	Upgrade gravel track to off-road shared pedestrian and cycleway path through Lot 51 DP 1259976 from Whistler Drive	As shown on the Plan in Annexure D, reference Item 8f.				Works In Kind and Land Dedication

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
		(opposite Lot 617 DP1202855) to existing path at Lot 847 DP 1215384.					
8g	Prior to the first Subdivision Certificate for any Residential Lot in in Stage 22, Stage 23 or Stage 25 as shown in Annexure D.	Off-road Shared pedestrian and cycleway path through Lot 51 DP 1259976 from Carroll Circuit (opposite Lot 725 DP1229186) to Precinct South	As shown on the Plan in Annexure D, reference Item 8g.				Works In Kind and Land Dedication
		Total Open Space and Recreation Cash Contribution (excluding Item 8e)			\$6,397,500 \$(5,417,500)	\$2,167	

Community Facilities

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing for Provision of the facility works and payment of Cash Contribution	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
9	Prior to release of subdivision certificates totalling 1,250 Residential Lots (which may include up to 50 Exhibition Lots)	Multi-purpose Centre. [Part of the Sports Facility (Item 3a)]	As shown on the Plan included in Annexure A, reference Item 3a	0m ²			Works In Kind
10	Prior to the release of a Subdivision Certificate for each Residential Lot	Library	Council to determine		\$2,212,500	\$885	Cash contribution
11	Prior to the release of a Subdivision Certificate for each Residential Lot	Community Worker	Not applicable		\$1,037,500	\$415	Cash contribution

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing for Provision of the facility works and payment of Cash Contribution	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
12	Prior to the release of a Subdivision Certificate for each Residential Lot	Community Bus	Not applicable		\$127,000	\$51	Cash Contribution
		Total Community Facilities Cash Contribution			\$3,377,000	\$1,351	

Road Works

Column 1	Column 2	Column 3	Column 4	Column 5	Column 5	Column 7	Column 8
Item	Timing for Provision of the facility works and payment of Cash Contribution	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
13	Facility Completed	Priority control (interim upgrade)	Intersection of Freemans Drive, Avondale Road and Newport Road	0m ²			Works in kind Facility completed
14	Item number not used	Item number not used	Item number not used	Item number not used	Item number not used	Item number not used	Item number not used
15a	Prior to release of subdivision certificates totalling 725 Residential Lots (which may include up to 50 Exhibition Lots)	Roadworks - Extension of Patrick Drive from opposite Lot 116, DP 1242869 to Wainman Dr and McCullough Street	As shown on the Plan in Annexure E, reference Item 15a.	Not applicable			Works In Kind and Land Dedication
15b	Prior to release of subdivision certificates totalling 850 Residential	Installation of traffic signals and construction of	As shown on the Plan included in Annexure E, reference Item 15b.	Not applicable			Works In Kind and Land Dedication

Column 1	Column 2	Column 3	Column 4	Column 5	Column 5	Column 7	Column 8
Item	Timing for Provision of the facility works and payment of Cash Contribution	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
	Lots (which may include up to 50 Exhibition Lots)	intersection roadworks at the intersection of Freemans Drive and Patrick Drive intersection					
16a	Prior to release of subdivision certificates totalling 750 Residential Lots (which may include up to 50 Exhibition Lots)	One or more of the items of infrastructure referenced in Annexure J		Not applicable	\$3,542,545.00		Cash Contribution
16b	Prior to release of subdivision certificates totalling 750 Residential Lots (which may include up to 50 Exhibition Lots)	Dedication by the Developer of all land controlled by the Developer other than existing public roads which are required to allow Council to complete Council's proposal	As shown on the Plan in Annexure E.	886 m ²			Land Dedication

Column 1	Column 2	Column 3	Column 4	Column 5	Column 5	Column 7	Column 8
Item	Timing for Provision of the facility works and payment of Cash Contribution	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
		in relation to installation of traffic signals and construction of intersection roadworks at the intersection of Freemans Drive, Central Road and Alton Road as shown on the Plan in Annexure E.					
17	Prior to release of subdivision certificates totalling 1850 Residential Lots (which may include up to 50 Exhibition Lots)	New priority control and construction of intersection roadworks at Freemans Drive and the new access road (north)	As shown on the Plan included in Annexure E, reference Item 17.	Not applicable			Works In Kind

Column 1	Column 2	Column 3	Column 4	Column 5	Column 5	Column 7	Column 8
Item	Timing for Provision of the facility works and payment of Cash Contribution	Facility	Location	Minimum Land Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
18	Prior to release of subdivision certificates totalling 1150 Residential Lots (which may include up to 50 Exhibition Lots)	Installation of traffic signals and construction of intersection roadworks at the intersection of Freemans Drive and Deaves Road	As shown on the Plan included in Annexure E, reference Item 18.	Not applicable			Works In Kind
19	Prior to release of subdivision certificates totalling 1,350 Residential Lots (which may include up to 50 Exhibition Lots)	Construction of a roundabout at the intersection of Freemans Drive and Stockton Street	As shown on the Plan included in Annexure E, reference Item 19.	Not applicable			Works In Kind

Administration

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing for Provision of the facility works and payment of Cash Contribution	Facility	Location	Minimum Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
20	Prior to the release of a Subdivision Certificate for each Residential Lot	Administration	Not applicable	Not applicable	\$635,000	\$254	Cash contribution
		Total Cash Contribution			\$635,000	\$254	

SUMMARY

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
Item	Timing for Provision of the facility works and payment of Cash Contribution	Facility	Location	Minimum Area	Cash Contribution	Cash Contribution per Residential Lot	Whether Works In Kind / Land Dedication / Cash Contribution
		TOTAL CASH CONTRIBUTION (excluding Item 8e)			\$11,389,500 (\$10,409,500)	\$3,772	

Notes

- (1) With regard to the Community Bus, at least 20 seats are required.
- (2) Where in the above table and in the Deed an expression is used in Column 2, referring to a release of a Subdivision Certificate for a particular "-th" Residential Lot, the "-th" Residential Lot means the total number of Residential Lots to which subdivision has been released under this and earlier planning agreements affected by the Development.
- (3) The Total Cash Contribution in the Summary table (column 6) includes the \$850,000 lump sum payment for Item 8e. The total cash contribution per residential lot (column 7) excludes Item 8e.
- (4) As at the date of this Deed the Developer has advised Council that 18 Exhibition Lots have been created and constructed.

Schedule 3 Delivery Terms for Contributions

1 Monetary Contributions

- 1.1 The amount of any Cash Contribution or Super Lot Contribution to be paid must be increased to reflect any increase in the CPI, with the relevant amount being calculated as at the date of payment in accordance with the following formula:

$$\text{Contribution at time of payment} = C \times \frac{\text{CPI 2}}{\text{CPI 1}}$$

Where C = The contribution payable per lot or dwelling, as required by clause 7

CPI 2 = The CPI at the time of payment

CPI 1 = The CPI for the quarter ending 31 December 2020.

- 1.2 The Council must, if requested by the Developer, provide details of its calculation of the Monetary Contribution in accordance with the formula in clause 1.1 of this Schedule, including the CPI it has used.

2 Works

Practical Completion

- 2.1 When the Developer considers that the Works, or any part of the Works, are complete, the Developer must send a Notice to the Council accompanied by complete works as executed plans, any relevant certificates or consents of any public utility authority and a request for written certification from the Council that the Works are complete.
- 2.2 Within 10 Business Days of receipt of the notice under clause 2.1 of this Schedule, the Council will carry out an inspection of the Works and will, acting reasonably, either:
- (a) provide written certification to the Developer that the Works have been completed (**Certificate of Practical Completion**); or
 - (b) notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued.
- 2.3 If the Developer is required to provide additional information or address any matters under clause 2.2(b) of this Schedule, the Developer will provide that information to Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time having regard to the matters to be addressed and make a further request under clause 2.1 of this Schedule for written certification that the Works have been completed.
- 2.4 Practical completion will be achieved in relation to the Works or any part of the Works when a Certificate of Practical Completion has been issued for those Works.

Transfer and Ownership

- 2.5 On the transfer of a facility or the vesting of any Works in the Council, the Developer promises that the Council will be the owner of that facility or works.

- 2.6 New buildings must not be transferred to or vested in Council unless the Developer has obtained a final Occupation Certificate for the building.

3 Dedication of Land

- 3.1 On the dedication or transfer of any part of the Dedication Land or Environmental Corridors to the Council under agreement, the Developer promises that Council will be the owner of that facility or Works (as the case may be) and:
- (a) the land will be cleared of all rubbish and debris and all declared noxious weeds;
 - (b) the land will be suitable for its intended use;
 - (c) the land will be, on the vesting, Free from Contamination;
 - (d) the land will not be subject to any outstanding or ongoing actions, reporting, obligations or liabilities under the EPBC Approval, which the Council would be obliged to comply with (which for the avoidance of doubt does not include any obligations of the Council under clause 11.3(b)), unless the Council has given prior written consent (such consent not to be unreasonably withheld) to taking the land subject to such actions, reporting, obligation or liability;
 - (e) all Rehabilitation Works and Maintenance Works will have been completed for the land that is being dedicated or transferred to Council; and
 - (f) the Council will have, on the vesting of the land in Council, an estate in fee simple in possession, freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates (including without limitation all Council rates and water authority rates and charges), taxes and contracts, except as may be reserved to the Crown or as permitted by this planning agreement, and except any Permitted Encumbrances.
- 3.2 The Developer will pay or procure the payment of all rates, taxes and charges owing in respect of each and every part of the Developer Controlled Land that is to be dedicated or acquired by the Council, by the due date for payment of same under each assessment notice for the part of the Developer Controlled Land, up to and including the date of vesting of that part in the Council. There shall be no apportionment of those rates, taxes and charges as between the Council and the Developer or anyone else. For the avoidance of doubt, the Developer is not liable for any rates, taxes and charges that are levied or imposed after the land is vested in the Council.

4 Dedication of Environmental Corridors

- 4.1 Prior to dedication, land is to:
- (a) be cleared of all rubbish, debris, weeds and Contamination;
 - (b) be in a 'good to excellent site condition' in accordance with the LMCC (2012) Community Ecosystem Monitoring Score sheet; and
 - (c) have been maintained, for a 5 year period (after rehabilitation works have been completed), in a condition that is compliant with the EPBC Approval and any other later superseding approval.
- 4.2 Council will not accept land dedication that has:
- (a) Contaminants managed on site, and / or is subject to an ongoing Remediation Action Plan; and/or

- (b) High threat weeds or pests that have not been managed in accordance with the Biosecurity Act 2015 and / or transformer weeds that are likely to overcome the ecosystem, and/or
- (c) Substantial management requirements of the EPBC Act Approval outstanding. This would include any outstanding works from the rehabilitation and maintenance plan. For the avoidance of doubt "substantial management requirements" do not include Council's obligations under clause 11.3 and clause 13.3.

Schedule 4 Environmental Corridors

Environmental Corridors

Note: Where in Column 4 reference is made to a number followed by the superscript 'th' it means the total of Residential Lots created since the commencement of the Original Agreement.

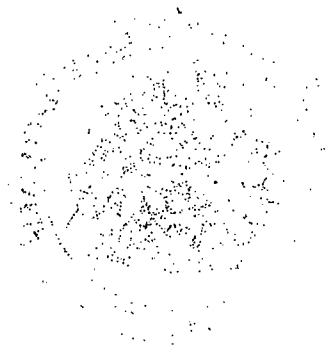
Column 1	Column 2	Column 3	Column 4
Item	Facility	Required Land Area	Timing for the submission of the Rehabilitation and Maintenance Plans and Transfer of Parts of the Environmental Corridors and Payment of Endowment Fund Monies
1	Rehabilitation and Maintenance Plan (for required land area in Column 3 opposite)	Area 1 of the Environmental Corridors as per the plan in Annexure D	Submitted to Council prior to the release of a Subdivision Certificate for the 1 st Residential Lot
2			The Subdivision Certificate for the 600 th Residential Lot will not be released until the Rehabilitation Works for the area of land expressed in Column 3, Item 1 are carried out to the reasonable satisfaction of the Council.
3	Environmental Corridor transfer		The area of land expressed in Column 3, Item 1 is to be transferred to the Council before the release of a Subdivision Certificate for the 1,200 th Residential Lot. The payment of the Endowment Fund monetary amount in accordance with clause 11.4 is to be made on or immediately prior to the transfer of the land expressed in Column 3, Item 1.
4	Rehabilitation and Maintenance Plan	Area 2 of the Environmental	Submitted to and approved by Council prior to the release of a Subdivision Certificate for the 600 th Residential Lot

	(for required land area in Column 3 opposite)	Corridors as per the plan in Annexure D	
5			The Subdivision Certificate for the 1,200 th Residential Lot will not be released until the Rehabilitation Works for the area of land expressed in Column 3, Item 4 are carried out to the reasonable satisfaction of the Council.
6	Environmental Corridors transfer		The area of land expressed in Column 3, Item 4 is to be transferred to the Council before the release of a Subdivision Certificate for the 1,800 th Residential Lot. The payment of the Endowment Fund monetary amount in accordance with clause 11.4 is to be made on or immediately prior to the transfer of the land expressed in Column 3, Item 4.
7	Rehabilitation and Maintenance Plan (for required land area in column 3 opposite)	Area 3 of the Environmental Corridors as per the plan in Annexure D	Submitted to and approved by Council prior to the release of a Subdivision Certificate for the 1,200 th Residential Lot
8			The Subdivision Certificate for the 1,800 th Residential Lot will not be released until the Rehabilitation Works for the area of land expressed in Column 3, Item 7 are carried out to the reasonable satisfaction of the Council.
9	Environmental Corridors transfer		The area of land expressed in Column 3, Item 7 is to be transferred to the Council before the release of a Subdivision Certificate for the 2,000 th Residential Lot. The payment of the Endowment Fund monetary amount in accordance with clause 11.4 is to be made on or immediately prior to the transfer of the land expressed in Column 3, Item 7.

Schedule 5

Summary of requirements (section 7.4)

Subject and subsection of the Act	Planning Agreement
<p>Planning instrument and/or Development Application – Section 7.41)</p> <p>The Developer has:</p> <p>(a) Sought a change to an environmental planning instrument</p> <p>(b) Made, or propose to make a Development Application</p> <p>(c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Description of the land to which the planning agreement applies – Section 7.4(3)(a)</p>	<p>Schedule 1</p>
<p>Description of the change to the environmental planning instrument or development to which the planning agreement applies – Section 7.4(3)(b)</p>	<p>Recital B and the definition of "Development" in clause 1</p>
<p>The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 7.4(3)(c)</p>	<p>Clauses 6 to 11 and 16</p>
<p>Applicability of section 7.11 of the Act – Section 7.4(3)(d)</p>	<p>Partially excluded. Clause 12.</p>
<p>Applicability of section 7.12 of the Act – Section 7.4(3)(d)</p>	<p>Partially excluded. Clause 12.</p>
<p>Applicability of section 7.24 of the Act – Section 7.4(3)(d)</p>	<p>Not excluded. Clause 12.</p>
<p>Whether benefits are to be taken into account when determining development contributions – Section 7.4(3)(e)</p>	<p>Not to be taken into account. Clause 12.</p>
<p>Mechanism for dispute resolution – Section 7.4(3)(f)</p>	<p>Clause 14</p>
<p>Enforcement of the Planning Agreement – Section 7.4(3)(g)</p>	<p>Clauses 15 and 16</p>
<p>Registration of the Planning Agreement – Section 7.6</p>	<p>Clause 13</p>
<p>No obligation to grant consent or exercise functions – Section 7.4(9)</p>	<p>See clause 20 (no fetter)</p>



Executed as a Deed

Signed, sealed and delivered for and on)
behalf of the Council of the City of Lake)
Macquarie ABN 81 065 027 868 by its)
authorised delegate in accordance with a)
resolution of the Council dated :)



Mu Cam

Signature of Witness

Hayden

Signature of Authorised Delegate

MORVEN CAMERON

Print name of Witness

KAY FRAZER

Print name of Authorised Delegate

Executed by Johnson Property Group)
Pty Limited ACN 58 102 465 814 in)
accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)
)

[Signature]

Signature of Witness

[Signature]

Signature of Sole Director and Sole Secretary

BLYAN GARLAND

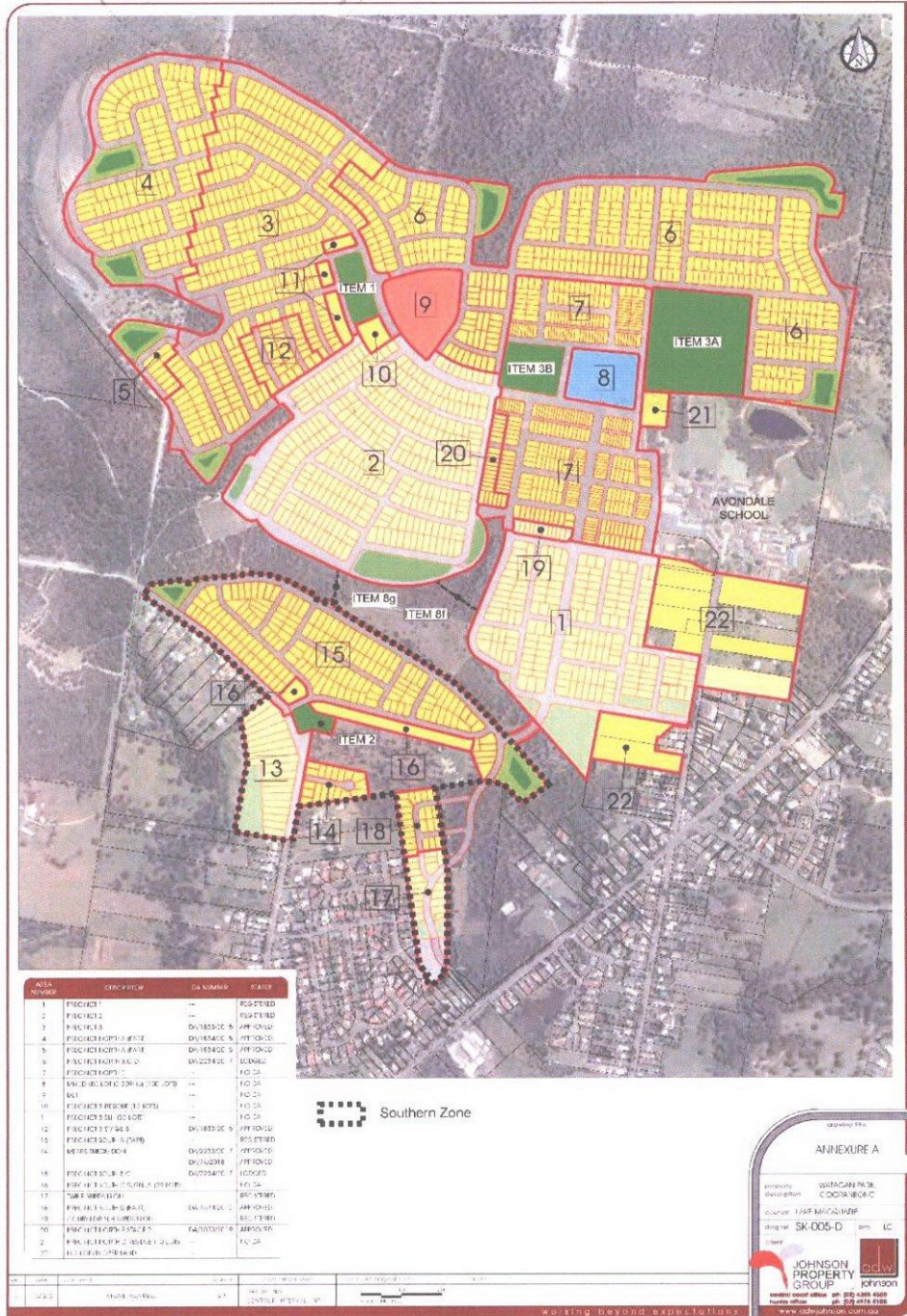
Print name of Witness

KEITH JOHNSON

Print name of Sole Director and Sole Secretary

Annexure A Overall Plan of the proposed Development

Showing Residential Lot Layout and agreed Lot Yield for areas. To be updated and to include "Southern Zone" plan for the purposes of determining the timing for delivery of the Local Park South.



ITEM NUMBER	DESCRIPTION	DA NUMBER	STATUS
1	PROJECT 1	---	RESERVED
2	PROJECT 2	---	RESERVED
3	PROJECT 3	DA18532C 4	APP-02/05
4	PROJECT 4 (PARKWAY)	DA18540C 5	APP-02/05
5	PROJECT 5 (PARKWAY)	DA18540C 5	APP-02/05
6	PROJECT 6 (PARKWAY)	DA18540C 5	APP-02/05
7	PROJECT 7 (PARKWAY)	DA18540C 5	APP-02/05
8	PROJECT 8 (PARKWAY)	DA18540C 5	APP-02/05
9	PROJECT 9 (PARKWAY)	DA18540C 5	APP-02/05
10	PROJECT 10 (PARKWAY)	DA18540C 5	APP-02/05
11	PROJECT 11 (PARKWAY)	DA18540C 5	APP-02/05
12	PROJECT 12 (PARKWAY)	DA18540C 5	APP-02/05
13	PROJECT 13 (PARKWAY)	DA18540C 5	APP-02/05
14	PROJECT 14 (PARKWAY)	DA18540C 5	APP-02/05
15	PROJECT 15 (PARKWAY)	DA18540C 5	APP-02/05
16	PROJECT 16 (PARKWAY)	DA18540C 5	APP-02/05
17	PROJECT 17 (PARKWAY)	DA18540C 5	APP-02/05
18	PROJECT 18 (PARKWAY)	DA18540C 5	APP-02/05
19	PROJECT 19 (PARKWAY)	DA18540C 5	APP-02/05
20	PROJECT 20 (PARKWAY)	DA18540C 5	APP-02/05
21	PROJECT 21 (PARKWAY)	DA18540C 5	APP-02/05
22	PROJECT 22 (PARKWAY)	DA18540C 5	APP-02/05

Southern Zone

ANNEXURE A

PROJECT: SK-005-D

DATE: 10/10/2010

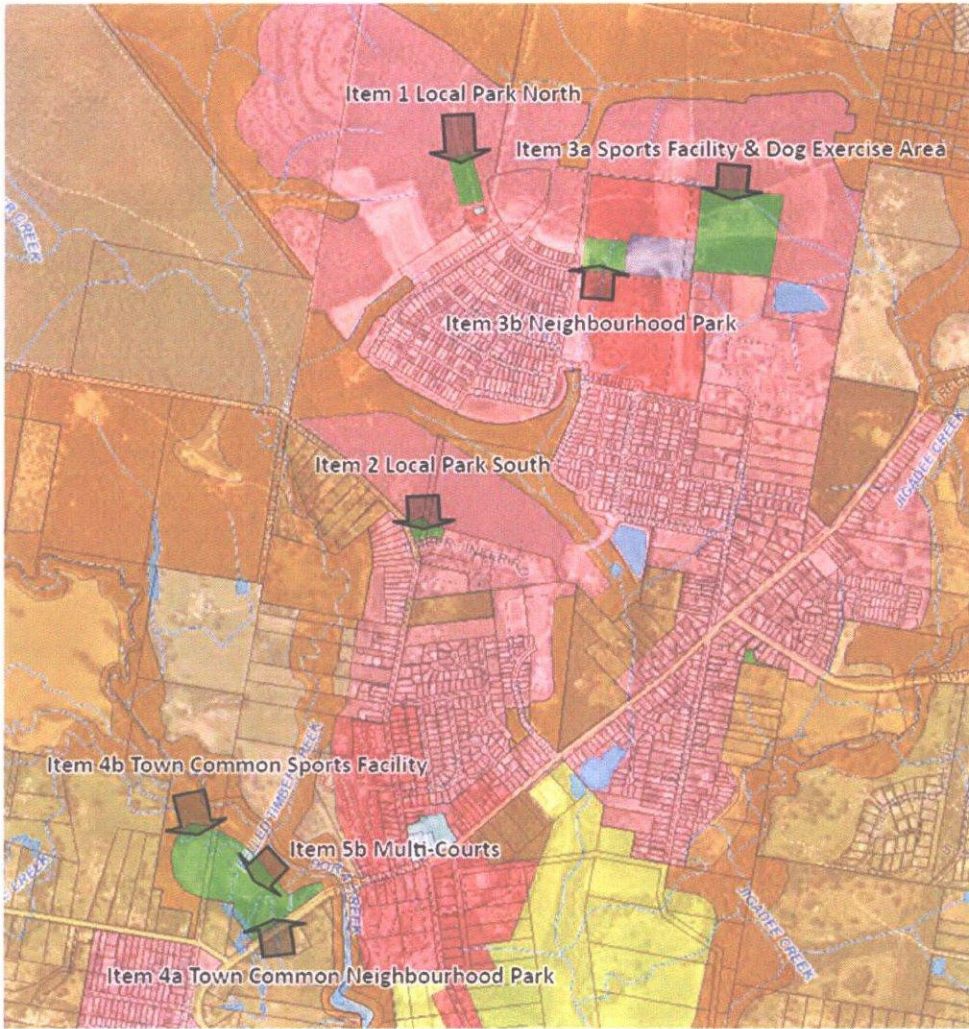
SCALE: 1:1000

JOHNSON PROPERTY GROUP

JOHNSON

www.johnson.com.au

Location of Recreation Facilities – North Cooranbong VPA



Item 1 - Local Park North - On-site facility				
Design specification LMCC Ref: F2008/02164/12/01				
Document no. D09994995				
Total park area = 11,000m2				
Assume On-street parking				
Item no.	Item description	Qty	Unit	Notes
PRELIMINARIES				
1	Preliminaries (3% of total construction costs excluding community art project)	0.03	item	
SITE PREPARATION				
2	Protection of trees/existing bushland to be retained (includes survey setout, fencing, signage)	1	item	
3	Site clearing (includes removal of vegetation, stripping of top 150 of topsoil and stockpiling on site, mulch trees removed and stockpile)	1	item	
4	Erosion and sed control measures	1	item	
5	Bulk Earthworks (assume cut/fill to achieve max site slope requirements, or surplus spoil to be spread on site)	1	item	
6	Stormwater measures (incl. excavation and pipe works/pits)	1	item	
PLAYGROUND				
7	Play equipment (incl. excavation & foundations, plant and labour for install)	1	item	
8	Drainage (incl. pipework, outfalls, trenches)	1	item	
9	Fencing PC Sum (incl. excavation and footings, gates, maintenance entry, conc. mowing strip under)	1	item	Design Risk Assessment to determine extent of fencing required.
10	Rubber softfall (EPDM) pads	17	m2	The final quantity of additional area will be based on the equipment selected as part of the agreed playground design, and therefore the full allowance may not be required.
11	Loose-fill organic (bark mulch) impact attenuating surfacing	250	m2	Min. depth 300mm. Max depth to suit equipment fall height requirements. Final playground area to be determined based on agreed design, therefore the full allowance may not be required.
12	Softfall edge trim (assume concrete)	80	m	
13	Hardworks PC sum (eg. walling, paths, edging)	1	item	
14	Softworks (including plants, topsoil, mulch, edging)	1	item	
15	Planting Establishment	1	item	Allowance for 52 weeks
16	Independent playground safety test and certification	1	item	
17	Maintenance Plan	1	item	
PARK FURNITURE				
18	Seating (incl. conc. slab base)	2	qty	
19	Maintenance tap (incl. excavation and footing, post and bracket support, connection to water)	1	qty	
20	Bubbler and tap (incl. excavation and footing, conc. Slab base, connection to potable water)	1	qty	
21	Park Sign type ID3A.02 (incl. fabrication and install, excavation and footing)	1	qty	
22	Waste and recycling (incl. supply install of 1 x waste bin + 1 x recycling bin, conc. Base, security post/s)	1	item	
23	Bike rack (incl. conc. slab base, base plates and fixings)	3	qty	Single hoop design
HALF-BASKETBALL COURT				
24	Half-court excavation and subgrade compaction (assume site levelling neutral cut/fill)	361	m2	19mx19m total asphalt court construction incl. safety zones. To be sited away from roads and buffer zones to reduce impact of balls on surrounding uses and minimise need for fencing
25	Asphalt wearing course and intermediate course	18	m3	
26	flexible base material	28	m3	
27	Concrete edge	76	m	
28	Line marking	1	item	
29	Basketball hoop (includes excavation and footing)	1	qty	Hoop assembly includes ring, backingboard and post
GRASSED KICK ABOUT AREA				
30	Bulk earthworks (incl. site clearing, stockpile topsoil, cut/fill balance, compact subgrade to minimise subsidence)	560	m3	1600m2 area. Assume nominal 350mm cut/fill balance to subgrade levels.
31	Trimming - Level & grade by machine	1600	m2	
32	Topsoil (includes all ameliorants/additives if site-won material used)	240	m3	150mm depth
33	Turfing kick-about area & make good disturbed areas (includes laying, rolling, watering in, fertilising)	1600	m2	
34	Edging between turf and amenity planting and/or remnant bushland (PC Sum)	1.00	item	
35	Make good areas	1	item	
36	Establishment	1	item	Allowance for 52 weeks

Item no.	Item description	Qty	Unit	Notes
PATHWAYS				
37	Concrete pathways (1.5m wide)	215	m2	
38	Pram ramp	2	qty	
39	Concrete cycleway connections through site (2.5m wide)	210	m2	
VEHICLE CONTROL				
40	Vehicle barriers to park perimeters (includes excavation and footings) (where fencing installed, includes conc. Mowing strip below)	300	m	
41	Maintenance access gate (includes excavation and footings)	1	qty	
PARK VEGETATION				
42	Excavation of beds and tree pits	1	item	
43	Subgrade preparation (breaking up, additives applied if required)	1	item	
44	Subsoil and topsoil (supply and install)	1	item	
45	Edging	1	item	
46	Plant materials (supply and install)	1	item	
47	Mulching (supply and install)	1	item	
48	Watering in and fertiliser	1	item	
49	Establishment	1	item	Allowance for 52 weeks
COMMUNITY CULTURAL ART PROJECT				
50	Community consultation & research, design & fabrication	0.02	%	(2% of the total project value - half allocated from each local park)
SUBTOTAL LOCAL PARK NORTH				
51	Contingency & overheads	1	item	
52	Design (Includes compliance and rectification reporting)	1	item	
53	Project Management (includes Asset Handover reporting)	1	item	
TOTAL LOCAL PARK NORTH				
Note: The scope of works is indicative only. Final scope of works and detailed cost estimates will be determined at design stage.				

Item 2 - Local Park South - On-site facility				
Design specification LMCC Ref: F2008/02164/12/01				
Document no. D09994995				
Total park area = 5,000m ²				
Assume On-street parking				
Item no.	Item description	Qty	Unit	Notes
PRELIMINARIES				
1	Preliminaries (3% of total construction costs excluding community art project)	0.03	item	
SITE PREPARATION				
2	Protection of trees/existing bushland to be retained (includes survey setout, fencing, signage)	1	item	
3	Site clearing (includes removal of vegetation, stripping of top 150 of topsoil and stockpiling on site, mulch trees removed and stockpile)	1	item	
4	Erosion and sed control measures	1	item	
5	Bulk Earthworks (assume cut/fill to achieve max site slope requirements, or surplus spoil to be spread on site)	1	item	
6	Stormwater measures (incl. excavation and pipe works/pits)	1	item	
PLAYGROUND				
7	Play equipment (incl. excavation & foundations, plant and labour for install)	1	item	
8	Drainage (incl. pipework, outfalls, trenches)	1	item	
9	Fencing PC Sum (incl. excavation and footings, gates, maintenance entry, conc. mowing strip under)	1	item	Design Risk Assessment to determine extent of fencing required.
10	Rubber softfall (EPDM) pads	17	m ²	The final quantity of additional area will be based on the equipment selected as part of the agreed playground design, and therefore the full allowance may not be required.
11	Loose-fill organic (bark mulch) impact attenuating surfacing	250	m ²	Min. depth 300mm. Max depth to suit equipment fall height requirements. Final playground area to be determined based on agreed design, therefore the full allowance may not be required.
12	Softfall edge trim (assume concrete)	80	m	
13	Hardworks PC sum (eg. walling, paths, edging)	1	item	
14	Softworks (including plants, topsoil, mulch, edging)	1	item	
15	Planting Establishment	1	item	Allowance for 52 weeks
16	Independent playground safety test and certification	1	item	
17	Maintenance Plan	1	item	
PARK FURNITURE				
18	Seating (incl. conc. slab base)	2	qty	
19	Maintenance tap (incl. excavation and footing, post and bracket support, connection to water)	1	qty	
20	Bubbler and tap (incl. excavation and footing, conc. Slab base, connection to potable water)	1	qty	
21	Park Sign type ID3A.02 (incl. fabrication and install, excavation and footing)	1	qty	
22	Waste and recycling (incl. supply install of 1 x waste bin + 1 x recycling bin, conc. Base, security post/s)	1	item	
23	Bike rack (incl. conc. slab base, base plates and fixings)	3	qty	Single hoop design
GRASSED KICK ABOUT AREA				
24	Bulk earthworks (incl. site clearing, stockpile topsoil, cut/fill balance, compact subgrade to minimise subsidence)	150	m ³	Minimum 500m ² area. Assume nominal 350mm cut/fill balance to subgrade levels.
25	Trimming - Level & grade by machine	500	m ²	
26	Topsoil (includes all ameliorants/additives if site-won material used)	75	m ³	150mm depth
27	Turfing kick-about area & make good disturbed areas (includes laying, rolling, watering in, fertilising)	500	m ²	
28	Edging between turf and amenity planting and/or remnant bushland (PC Sum)	1.00	item	
29	Establishment	1.00	item	Allowance for 52 weeks
PATHWAYS				
30	Concrete pathways (1.5m wide)	215	m ²	
31	Pram ramp	2	qty	
32	Concrete cycleway connections through site (2.5m wide)	210	m ²	
VEHICLE CONTROL				
33	Vehicle barriers to park perimeters (includes excavation and footings) (where fencing installed, includes conc. Mowing strip below)	175	m	
34	Maintenance access gate (includes excavation and footings)	1	qty	
PARK VEGETATION				

Item no.	Item description	Qty	Unit	Notes
35	Excavation of beds and tree pits	1	item	
36	Subgrade preparation (breaking up, additives applied if required)	1	item	
37	Subsoil and topsoil (supply and install)	1	item	
38	Edging	1	item	
39	Plant materials (supply and install)	1	item	
40	Mulching (supply and install)	1	item	
41	Watering in and fertiliser	1	item	
42	Make good areas	1	item	
43	Establishment	1	item	Allowance for 52 weeks
COMMUNITY CULTURAL ART PROJECT				
44	Community consultation & research, design & fabrication	0.02	%	(2% of the total project value - half allocated from each local
SUBTOTAL LOCAL PARK SOUTH				
45	Contingency & overheads	1	item	
46	Design (Includes compliance and rectification reporting)	1	item	
47	Project Management (includes Asset Handover reporting)	1	item	
TOTAL LOCAL PARK SOUTH				
Note: The scope of works is indicative only. Final scope of works and detailed cost estimates will be determined at design stage.				

Item 3a - Sports Facility - On-site facility				
Dog Exercise Area has a separate BoQ and Design Specification				
Design specification LMCC Ref: F2008/02164/12/01				
Document no. D09994350				
Total park area = 62,000m2				
Item no.	Item description	Qty	Unit	Notes
PRELIMINARIES				
1	Preliminaries (2% of total project value excluding public art project)	0.03	total	
SITE PREPARATION				
2	Protection of trees/existing bushland to be retained (includes survey setout, fencing signage)	1	item	
3	Site clearing (includes removal of vegetation, stripping of top 150 of topsoil and stockpiling on site, much trees removed and stockpile)	1	item	
4	Erosion and silt control measures	1	item	
5	Bulk Earthworks (assume cut/fill to achieve max site slope requirements or surplus spoil to be spread on site)	1	item	
6	Stormwater measures (incl. excavation and pipe work/spits)	1	item	
7	Survey setout (incl. WAAX on completion of work)	1	item	
FIELD CONSTRUCTION				
EARTHWORKS				
8	Bulk earthworks (incl. site clearing, stockpile topsoil, cut/fill balance, compact subgrade to minimise subsidence)	26,700	m ²	
9	Forming - level & grade by machine	26,700	m ²	
SUBSURFACE DRAINAGE				
10	Drainage (incl. pipework, cut/fills, trenches)	1	item	
ROOTZONE LAYER + SOIL PROFILE				
11	Topsoil and rootzone material (≥50mm depth)	2,670	m ³	
TURFING				
12	Turf (includes laying, rolling, watering in, fertilising)	26,700	m ²	
13	Establishment	1	item	Allowance for 52 weeks
LIGHTING				
14	Field lighting (incl. columns, luminaires, accessories, wiring and switchboard, connection to power, excavation and footings, trenching and make good)	1	item	
IRRIGATION				
15	Irrigation design (incl. available pressure testing, water balance if site stormwater harvesting)	1	item	The cricket turf wicket square will require specific irrigation design and independent operation from the broader playing field
16	Irrigation infrastructure (incl. excavation, trenching, foundations, trenching, tanks, all components of system as specified, make good etc)	1	item	The cricket turf wicket square will require specific irrigation design and independent operation from the broader playing field
17	Commissioning and fine tuning	1	item	
18	WAAX and Operational manual	1	item	
FENCING				
19	Fencing to field perimeter - 800mm high	1	item	
20	Maintenance access gate	1	qty	
21	Chain mesh fence behind goals (6.0m high)	1	item	Will be required for northern end goal posts. Requirement for fencing at southern goal post will be determined once final design is complete
FURNITURE				
22	Taps mounted around field	4	qty	The total quantity of taps may not be required and will be based on final irrigation design
23	Spectator seating external to sport/field fencing (aluminium bench)	6	qty	
24	Goal posts supply and install 1 x AFL set	1	qty	
CRICKET PITCH				
25	Turf pitch (includes ground preparation and turf installation)	1	item	Allowance for 52 weeks
AMENITIES/CLUBHOUSE				
26	Building (incl. mechanical, electrical, hydraulic services and connections to mains, floor, wall and ceiling finishes and fittings, external envelope, internal walls, screens and doors, basic external works including paved areas and connection to pathways)	1	item	See design specification for details
PARK FURNITURE				
27	Park benches on slab (supply & install)	3	item	
28	Accessible picnic table (supply & install)	2	item	1 x to be adjacent to the skate park
29	Picnic table shelter	2	item	1 x to be adjacent to skate park
30	Maintenance tag (incl. excavation and footing, post and bracket support, connection to)	2	qty	
31	Picnic table shelter	2	qty	
32	Park signage (incl. fabrication and install, excavation and footing)	5	qty	
33	Waste and recycling (incl. supply installation on conc. Slab base)	4	item	1 x waste bin enclosure and 1 x recycling bin enclosure per item
34	Bike rack (incl. conc. slab base, base plates and footings)	9	item	single hoop design
35	Modular unisex accessible building & toilet (including water, electrical and sewer connection, external tap, HVIC, 5 60 charges & minor works contract & water saving devices such as rainwater tanks, pumps, filtration and service room)	1	item	Located near skate park and open space area
SITE PATHWAYS				
36	Concrete shared path (2.0m wide, including vehicle control and signage)	1680	m ²	
37	Concrete pathways (1.5m wide)	1830	m ²	
38	Bram ramps	6	qty	
CARPARKING & VEHICLE CONTROL (For all Neighbourhood Park Facilities on-site)				
PROPERTY FENCES/LEX				
39	Vehicle barriers to park perimeters (includes excavation and footing) (where fencing installed, includes conc. Moving strip below)	750	m	This quantity may change based on final design of site
40	Maintenance gate	1	item	
ACCESS ROAD AND CAR PARKINGS				
41	Access road and car park (incl. paving, drainage, lighting, kerbing, shade tree planting as req'd by DCP, wheelstops, vehicle barrier, path connections, maintenance access gate)	1	item	
42	Grassed overflow parking area for special events (to allow for 50 spaces)	40	spaces	
43	Vehicle barrier fence overflow car park (15m lg 5)	150	m	
44	Maintenance gate for overflow car park	1	item	
LOCAL SCALE SKATEPARK				

Item no	Item description	Qty	Unit	Notes
45	Skate park design (incl. consultation)	1	item	
46	Skate park construction (incl. site preparation assuming balance cut/fill or spread surplus soil on site, excavation and profiling, pathway connections, electrical connection.)	1	item	
47	Supply and install bench seating	2	item	
48	Skate park signage	1	item	
49	Local government signage	1	item	
50	Bubbler and water connection	1	item	
51	Landscape hardworks	1	item	
52	Shade Tree Planting	1	item	
53	Understorey planting	1	item	
54	Planting establishment	1	item	
55	Waste and recycling (incl. supply instal on conc. Slab base)	1	item	1 x waste bin enclosure and 1 x recycling bin enclosure per item
58	Make good adjacent areas	1	item	
PARK VEGETATION				
57	Excavation of beds and tree pits	1	item	
59	Subgrade preparation (breaking up, additives applied if required)	1	item	
59	Subsoil and topsoil (supply and install)	1	item	
60	Edging	1	item	
61	Turfing (includes laying, rolling, watering in, fertilising)	1	item	
62	Plant materials (supply and install)	1	item	
63	Mulching (supply and install)	1	item	
64	Watering in and fertiliser	1	item	
65	Make good areas	1	item	
68	Establishment	1	item	Allowance for 52 weeks
COMMUNITY CULTURAL ART PROJECT				
67	Community consultation & research, design & fabrication (2% of total project value)	0.02	%	
SUBTOTAL ONSITE SPORTS FACILITY				
68	Contingency & overheads	1	item	
69	Site maintenance plan	1	item	
70	Design (includes compliance and rectification reporting)	1	item	
71	Project Management (includes Asset Handover/maintenance reporting)	1	item	
TOTAL ONSITE SPORTS FACILITY				

Note: The scope of works is indicative only. Final scope of works and detailed cost estimates will be determined at design stage.

Item 3b - Neighbourhood Park - On-site facility				
Design specification LMCC Ref: F2008/02164/12/01				
Document no. D09994293				
Total park area = 13,000m2				
Item no.	Item description	Qty	Unit	Notes
PRELIMINARIES				
1	Preliminaries (3% of total project value excluding public art project)	0.03	total	
SITE PREPARATION				
2	Protection of trees/existing bushland to be retained (includes survey setout, fencing, signage)	1	item	
3	Site clearing (includes removal of vegetation, stripping of top 150 of topsoil and stockpiling on site, mulch trees removed and stockpile)	1	item	
4	Erosion and sed control measures	1	item	
5	Bulk Earthworks (assume cut/fill to achieve max site slope requirements, or surplus spoil to be spread on site)	1	item	
6	Stormwater measures (incl. excavation and pipe works/pits)	1	item	
7	Survey setout (incl. WAEX on completion of works)	1	item	
PARK AMENITIES BUILDING (including utilities connection from site boundary)				
8	Building & fitout (including water, electrical and sewer connection, external tap, HWC S.50 charges & minor works contract & water saving devices such as rainwater tanks, pumps, filtration and service room)	1	item	see design specifications
FURNITURE				
9	Seating (incl. conc slab base)	3	qty	
10	Accessible picnic table	1	qty	
11	Accessible picnic table with shelter (incl. excavation for footings/foundations, gutter connection to stormwater or disposal trench)	2	qty	
12	Dual plate bbq with shelter over (including connection to power, excavation for footings/foundations, gutter connection to stormwater or disposal trench)	1	qty	
13	Waste and recycling (incl. supply install on conc. Slab base)	2	item	1 x waste bin enclosure and 1 x recycling bin enclosure per item.
14	Maintenance tap (incl. excavation and footing, post and bracket support, connection to water)	1	qty	
15	Bubbler and tap (incl. excavation and footing, conc. Slab base, connection to potable water)	1	qty	
16	Park signage (incl. fabrication and install, excavation and footing)	3	qty	
17	Bike rack (incl. conc. slab base, base plates and fixings)	6	qty	single hoop design
18	Hardworks PC sum (walling, sitting steps, etc as per design)	1	item	
SITE PEDESTRIAN PATH LINKS				
19	Concrete shared path (3.0m wide, including vehicle control and signage)	600	m2	
20	Concrete pathways (1.5m wide)	690	m2	
21	Pram ramps	4	item	
22	Pathway lighting (including excavations for footings and trenching, electrical connections, posts and luminaires)	1	item	
NEIGHBOURHOOD SCALE PLAYGROUND				
23	Play equipment (incl. excavation & foundations, plant and labour for install)	1	item	
24	Drainage (incl. pipework, outfalls, trenches)	1	item	
25	Softfall edge trim (allowance for multiple softfall areas)	300	m	
26	Fencing PC Sum (incl. excavation and footings, gates, maintenance entry, conc. mowing strip under)	1	item	Design Risk Assessment to determine extent of fencing required.
27	Rubber softfall (EPDM) pads	250	m2	
28	Loose-fill organic (bark mulch) impact attenuating surfacing	450	m2	Min. depth 300mm. Max depth to suit equipment fall height requirements)
29	Hardworks PC sum (eg. walling, paths, landscape edging)	1	item	
30	Seating (incl. conc slab base)	2	qty	
31	Accessible picnic table (incl. conc slab base)	1	qty	
32	Accessible table with Shelter over (incl. excavation for footings/foundations, gutter connection to stormwater or disposal trench)	1	item	
33	Bubbler and tap (incl. excavation and footing, conc. Slab base, connection to potable water)	1	qty	
34	Waste and recycling (incl. supply install on conc. Slab base)	2	item	recycling bin enclosure per item.
35	Playground Softworks (including, excavation of pits/beds, subgrade preparation, shade tree planting, turfing, mass planting, mulch and topsoil)	1	item	
36	Planting Establishment	1	item	Allowance for 52 weeks
37	Independent playground safety test and certification	1	item	
CARPARKING & VEHICLE CONTROL (For all Neighbourhood Park Facilities on-site)				
PROPERTY PERIMETER				

Item no.	Item description	Qty	Unit	Notes
38	Vehicle barriers to park perimeters (includes excavation and footings) (where fencing installed, includes conc. Mowing strip below)	400	m	
39	Maintenance gate	1	item	
ACCESS ROAD AND CAR PARKING				
40	Access road and car park (incl. paving, drainage, lighting, kerbing, shade tree planting as requ'd by DCP, wheelstops, vehicle barrier, path connections, maintenance access gate)	1	item	
PARK VEGETATION				
41	Turfing supply and install to minimum 30% of site area after subtracting all other facilities (13,000m ² x 30%), includes subsoil prep, improving site topsoil, fertiliser etc)	min. 3,900	m ²	Depending on design this amount may be increased
42	Excavation of beds and tree pits	1	item	
43	Subgrade preparation (breaking up, additives applied if required)	1	item	
44	Subsoil and topsoil (supply and install)	1	item	
45	Edging	1	item	
46	Turfing	1	item	
47	Plant materials (supply and install)	1	item	
48	Mulching (supply and install)	1	item	
49	Watering in and fertiliser	1	item	
50	Make good areas	1	item	
51	Establishment	1	item	Allowance for 52 weeks
COMMUNITY CULTURAL ART PROJECT				
52	Community consultation & research, design & fabrication (2% of total project value)	0.02	%	
SUBTOTAL NEIGHBOURHOOD PARK DEVELOPMENT				
53	Contingency & overheads	1	item	
54	Site maintenance plan	1	item	
55	Design (Includes compliance and rectification reporting)	1	item	
56	Project Management (includes Asset Handover/maintenance reporting)	1	item	
TOTAL NEIGHBOURHOOD PARK DEVELOPMENT				
Note: The scope of works is indicative only. Final scope of works and detailed cost estimates will be determined at design				

Item - Dog exercise area - located at 3a- Sports Facility on-site

Design specification LMCC Ref: F2008/02164/12/01

Document no. D09994993

Total area = 5,000 - 7,000m²





Assume shared parking with sports facility


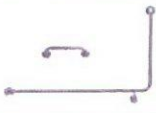


Item no	Item Description	Quantity	Unit	Notes
PRELIMINARIES				
1	Preliminaries (3% of total project value excluding public art project)	0.03	total	
SITE PREPARATION				
2	Included as part of works for Item 3a Sports Facility and Dog Exercise Area	1	item	
DOG EXERCISE AREA				
3	Bulk earthworks (incl. site clearing, stockpile topsoil, cut/fill balance, compact subgrade to minimise subsidence)	5000	m ²	This may be more or less dependent upon final design and ability to incorporate existing bushland
4	Trimming - Level & grade by machine	5000	m ²	This may be more or less dependent upon final design and ability to incorporate existing bushland
5	Topsoil (includes all ameliorants/additives if site-won material used)	525	m ³	150mm depth. This may be more or less dependent upon final design
6	Turfing & make good disturbed areas (includes laying, rolling, watering in, fertilising)	2500	m ²	This may be more or less dependent upon final design
7	Edging between turf and amenity planting and/or remnant bushland (PC Sum)	1	item	
8	Establishment	1	item	Allowance for 52 weeks
9	Fencing PC Sum (incl. excavation and footings, maintenance entry, conc. mowing strip under)	280	m	
10	Gates (includes self closing hinges and childproof latch)	2	ea	Double gate entry configuration
11	Gates (maintenance)	1	ea	
FURNITURE				
12	Seating (incl. conc. slab base)	2	qty	
13	Accessible picnic table with shelter (incl. excavation for footings/foundations, gutter connection to stormwater or disposal trench)	1	qty	
14	Maintenance tap (incl. excavation and footing, post and bracket)	1	qty	
15	Bubbler and tap (incl. excavation and footing, conc. Slab base, connection to potable water)	1	qty	
16	Park sign ID3A.02 (incl. fabrication and install, excavation and footing)	2	qty	
17	Bike rack (incl. conc. slab base, base plates and fixings)	3	qty	
18	Waste and recycling (incl. supply install of 1 x waste bin + 1 x recycling bin, conc. Base, security post/s)	1	item	
19	Dog waste bag dispenser (incl. fixing to fencing or bin post)	1		
PATH LINKS				
20	Concrete pathways (1.5m wide)	150	m	
21	Pram ramps	4	item	
22	Pavement	16	m ²	under entry gate configuration
LANDSCAPING				
23	Excavation of beds and tree pits	1	item	
24	Subgrade preparation (breaking up, additives applied if required)	1	item	
25	Subsoil and topsoil (supply and install)	1	item	
26	Edging between turf and amenity planting and/or remnant bushland (PC Sum)	1	item	
27	Plant materials (supply and install)	1	item	
28	Mulching (supply and install)	1	item	
29	Watering in and fertiliser	1	item	
30	Make good areas	1	item	
31	Establishment	1	item	Allowance for 52 weeks




Item no	Item Description	Quantity	Unit	Notes
SUBTOTAL DOG EXERCISE AREA				
32	Contingency & overheads	1	item	
33	Site maintenance plan	1	item	
34	Design (Includes compliance and rectification reporting)	1	item	
35	Project Management (includes Asset Handover/maintenance reporting)	1	item	
TOTAL DOG EXERCISE AREA				




Note: The scope of works is indicative only. Final scope of works and detailed cost estimates will be determined at design stage.





Fixtures Schedule

FIXTURE	BRAND	DESCRIPTION	PRODUCT CODE	LINK/NOTES	IMAGE
ACCESSIBLE WC					
BASIN	CAROMA	Cosmo Wall Basin (1TH)	861515W	https://specify.caroma.com.au/products/basins/cosmo/cosmo-wall-basin-4	
BASIN SHROUD	CAROMA	Wall Basin Shroud	639950W	https://specify.caroma.com.au/products/bathroom-accessories/basin-shrouds/caroma-wall-basin-shroud-3	
SHELF	BRITEX	457mm Stainless Steel Shelf	BTX-10-011	https://www.britex.com.au/457mm-stainless-steel-shelf	
HOOKS	BRITEX	S.S Hook 3	BTX-10-029	https://www.britex.com.au/products-by-category/washroom-accessories/s-hook-3	

WC	CAROMA	Care 800 Cleanflush Wall-Faced Toilet Suite with White Single Flap Seat	901020BW	https://specify.caroma.com.au/products/toilet-suites/care-800/care-800-cleanflush-wall-faced-suite-with-backrest	
WC GRABRAIL	BRITEX	S.S RHS 90 degree Flush Mount Side Wall Channel Grab Rail Set	BTR-01-018	https://www.britex.com.au/s-s-rhs-90-degree-flush-mount-side-wall-channel-grab-rail-set	
TOILET ROLL HOLDER	RBA	Double Toilet Roll Holder	B27460	https://www.rba.com.au/catalogue/product/b27460-series/	
MIRROR	BRITEX	S.S Channel Frame Mirror w/ Shelf (Accessible Compliant)	BTX-07-031	https://www.britex.com.au/products-by-category/washroom-accessories/mirrors/channel-frame-mirror-w-shelf-disabled-compliant	

SHOWER	RBA	Shower with Grabrail Slider & 1.5m Hose (RH) <i>Note: Request required for 1.5m hose</i>	RBA4110-926	https://www.rba.com.au/catalogue/product/rba4110-926/	
	REECE	Posh Bristol MK2 Shower Mixer	9505247	https://www.reece.com.au/product/posh-bristol-mk2-shower-mixer-tap-chrome-9505247	
SHOWER SEAT	BRITEX	Accessible Folding Shower Seat with Support Legs	BTX-11-014	https://www.britex.com.au/products-by-category/washroom-accessories/shower-seats/accessible-folding-shower-seat-with-support-legs	

FIXTURE	BRAND	DESCRIPTION	PRODUCT CODE	LINK/NOTES	IMAGE
MALE & FEMALE WC					
WC	CAROMA	Urbane' Cleanflush Wall-faced Invisi Series II Toilet Suite	746100W	https://specify.caroma.com.au/products/toilet-suite/urbane/urbane-cleanflush-wall-faced-invisi-series-ii-toilet-suite-2 Provide services corridor for concealed cisterns	
URINAL	BRITEX	Regency Urinal - Rear Entry - Floor Mounted	UREQ-2370-RE-FM-C	https://www.britex.com.au/product-by-category/urinals/regency-urinal Provide in-ceiling Sensor Flushing, no cisterns.	
AMBULANT GRABRAILS	BRITEX	S.S. 90 degree Ambulant Grab Rail	BTR-01-058-VR	https://www.britex.com.au/products-by-category/washroom-accessories/s.s.90-ambulant-grab-rail	

FIXTURE	BRAND	DESCRIPTION	PRODUCT CODE	LINK/NOTES	IMAGE
KITCHEN					
HAND BASIN	STODDART	Wash Basin – Knee Operated	WB KO1	https://www.stoddart.com.au/wb-ko1.html	
PAPER TOWEL DISPENSER	BRITEK	S.S. Vertical Paper Towel Dispenser	BTX-04-012	https://www.britek.com.au/products/by-sales-by/washroom-accessories/s-s-vertical-paper-towel-dispenser/	
BOILING WATER UNIT	RHEEM	Lazer Eco 7.5L Boiling Water Unit	70307W	https://rheem.com.au/rheem/products/Commercial/Commercial-Lazer-Boiling-Water/Lazer-Eco/Lazer-Eco-7.5L-p/70307W-AU/	
SHELF	SIMPLY STAINLESS	Microwave / Appliance Shelf	26-MW-0450	https://www.simplystainless.com/products/Microwave-or-Appliance-Shelf/	

	SIMPLY STAINLESS	Adjustable Storage Shelving 4 Tier	17-1200SS	https://www.simplystainless.com/products/Arti-Storage-Shelving-4-Tier/	
	SIMPLY STAINLESS	Double Sink Bench with Splashback (2100x900)	06-6-2100	https://www.simplystainless.com/products/Double-Sink-Bench-With-Splash-Back/	
	SIMPLY STAINLESS	Work Bench	01-6-0000	https://www.simplystainless.com/products/Work-Bench/	

Annexure C Design Specifications for Works

(Note: Where there is any inconsistency between the terms of this Annexure C and the terms of Annexure B, the terms of this Annexure C will to the extent of such inconsistency prevail.)



DESIGN SPECIFICATION

NEIGHBOURHOOD PARK NORTH COORANBONG

15 February 2021



LMCC Ref: D09994293

Disclaimer

Lake Macquarie City Council has made reasonable effort to ensure that the information contained in this document was current and accurate at the time the document was created and last modified. The Council makes no guarantee of any kind, and no legal contract between the Council and any person or entity is to be inferred from the use of or information in this document.

The Council gives no warranty and accepts no responsibility for the accuracy or completeness of the information. No user should rely on the information, but instead should check for confirmation with the originating or authorising body. The Council reserves the right at any time to make such changes as it deems appropriate to that information.

Any links to external web-sites and/or non-Lake Macquarie City Council information provided in this document are provided as courtesy. They should not be construed as an endorsement by Lake Macquarie City Council of the content or condition or views of the linked materials.

Copyright © 2020 Lake Macquarie City Council

This document and its contents are subject to copyright under the laws of Australia and, through international treaties, other countries. The copyright information and materials in this document are owned by the Lake Macquarie City Council although the copyright in some materials incorporated within this document may be owned by third parties.

You are permitted to print extracts of this information and materials for your personal use only. None of this material may be used for any commercial or public use. You must not modify the copy from how it appears in this document and you must include the copyright notice "© 2002 Lake Macquarie City Council" on the copy.

You must not otherwise exercise the copyright in the whole or any part of this document for any other purpose except with the written permission of the Council or as expressly permitted by statute.

Department Name: Asset Management – Community Assets

Lake Macquarie City Council
126-138 Main Road Speers Point, NSW 2284
Box 1906, Hunter Region Mail Centre, NSW 2310

Telephone: 02 4921 0333
email: enquiries@lakemac.nsw.gov.au
Internet: www.lakemac.com.au

CONTENTS

1. Background.....	4
2. Site Dimensions of a Neighbourhood Park	4
3. Design Intent.....	4
4. Design Specification	6
4.1. Outputs, Hold Points and Liaison	6
5. Design compliance.....	7
6. Risk Assessment	8
7. General.....	8
8. Park Amenities.....	9
9. Playground area.....	10
9.1. Equipment	10
9.2. Softfall	11
9.3. Edging/borders	11
9.4. Playground Fencing.....	12
9.5. Playground Furniture	12
10. Pathways	12
10.1. Shared pathway.....	12
10.2. Other pathways	13
11. Car Parking	13
12. Furniture	14
12.1. Barbeques	14
12.2. Seating/picnic tables.....	14
12.3. Waste and Recycling	15
12.4. Taps and Bubblers.....	15
12.5. Park Signage	16
12.6. Pathway Lighting	16
12.7. Vehicle control	16
12.8. Bike Racks.....	16
13. Site earthworks	17
14. Stormwater drainage.....	17
15. Park Vegetation	17
15.1. Proposed Landscape Planting	17
15.2. Planting Establishment	18
15.3. Existing vegetation.....	18
16. Site clean-up.....	18
17. Maintenance	18

1. Background

A new urban release area is proposed north of the township of Cooranbong. The development site has the Olney State Forest and Bushland Road to its western boundary and a small connection to Freemans Drive, north of the Cooranbong town centre.

This specification sets out standards and documentation requirements relating to the development of a neighbourhood park (approximately 1.3 ha) to provide the surrounding community with a neighbourhood park area that accommodates:

- Toilet facilities and
- car parking and
- a children's district level playground and
- picnic and barbeque facilities and
- a shared pathway and general pathways and
- Shade and landscape planting

The purpose of this brief is to give sufficient information for a detailed submission for the design, construction and equipment of the above listed facilities. The brief outlines Councils intentions for the specified facilities however, the final requirements may vary as a result of development consent and associated conditions.

The design and construction of the park may occur concurrently with the design and construction of other parks and community facilities details of which are provided in other design specifications.

2. Site Dimensions of a Neighbourhood Park

The park shall:

- Be a minimum area of 13,000m², and
- Be squarish in configuration with equal distances on each site boundary, and not comprise acute angles, and
- Have a maximum slope not exceeding 5%, and
- Have road frontage bounded on three sides, and
- Have houses overlooking or fronting onto the park, and
- Have no back fences restricting surveillance.

Where possible:

- Each household should be within 500 metres of open space.

3. Design Intent

The following points outline the design intent for the project:

a. The design and documentation shall comply with appropriate legislation and Council's policies and guidelines.

- The landscape design shall document both the soft and hard works and demonstrate an integrated approach to the site planning issues found on the site.

- This project is a Category 3 project and requires the services of a qualified Landscape Architect (see LMDCP 2014 Part 6 section 3.14).
- Reference must be made to Council's Engineering Guidelines, Landscape Design Guidelines and Standard Drawings to incorporate relevant design and construction specifications.
- The design shall comply with relevant standards and guidelines and achieve statutory approvals to allow construction to occur.

b. The design should respond appropriately to the site context.

- The park is to provide a neighbourhood level recreation facility.
- Where existing native vegetation occurs the proposed designs, wherever possible, should incorporate the existing site vegetation and any new planting should reflect the existing native species and setting.
- The design should respond to and where appropriate integrate with adjoining land uses.

c. Provide a safe environment.

- Site specific design risk assessment/s shall be prepared by the consultant to identify and address any existing site hazards and hazards that may arise from the development of the park.
- The design of the play elements/playground equipment and soft fall shall comply with the current versions of AS4422 and AS4685 and any other Australian Standards relevant to playground construction.
- To address community safety issues the park design shall comply with Council's LMDCP 2014 Part 6 section 3.22 Safety and Security and LMCC's Crime Prevention Through Environmental Design (CPTED) Guideline Rev 01 (2017).
- Existing trees must be assessed for soundness and potential limb drop hazard before locating any facilities in close proximity. An AQF Level 5 Consulting Arborist shall be appointed to assess all retained trees and report recommendations for any remedial actions required.

d. Provide an accessible environment.

- The design of the park should consider all abilities including, mobility, visual, hearing etc impairment but disability access and items such as wheelchair ramps should not dominate the facilities.
- Link the park to other parks, cycleways and adjacent neighbourhood centre with pathways/shared pathways. The design shall be in accordance with LMCC's Engineering Guidelines (2016) , Standard Drawings EGSD-301 Sheets 1-3, Austroads Guide to Road Design Part 6A: Paths for Walking and Cycling, AS1428.1, AS1428.4 and shall be consistent with CPTED principles.

e. Facilitate social interactions.

- The park design should consider the location of potential elements proposed for the park so that social interaction is encouraged within the local community.

f. Provide for a range of physical activities.

- Council is looking for a wide range of activities that includes informal recreation and play opportunities for adults, children, and teenagers.

g. Provide an attractive and an inviting environment.

- The integration of the proposed facilities into the site shall be aesthetically appealing and create a high level of interest to encourage both adults and children to visit and use the site on a regular basis.

h. The design should be low maintenance

- The development of the site must allow practical maintenance access to the site and practical maintenance across the site
- Selected plant species must be hardy (drought) and fire resistant - so as not to amplify any existing fire hazard or increase maintenance/irrigation requirements.
- All furniture, play elements/ equipment and/or structures must be constructed from robust materials, and have finishes and coatings, that provide ease of cleaning and graffiti removal.

i. The design must include WSUD and water treatment elements

- The design of the park must incorporate Water Sensitive Urban Design (WSUD) and stormwater reuse strategies for any proposed facilities and for the irrigation (using recycled stormwater) of informal play areas and landscape areas.
- Design of WSUD components to consider requirements contained within the LMCC Standard Drawings – Drainage, and the LMCC Stormwater Quality Improvement Devices (SQID) Guidelines

j. Cultural Art Project

- A community cultural art project must be investigated and delivered as a component of this project and incorporated into the overall design of the centre.
- This component must be a quality project that is valued at 2% of the total project value.
- The objectives of the art project must be agreed through consultation with LMCC project team staff and the community.

4. Design Specification

The following specification sets out the requirements to be used in the design of neighbourhood park improvements.

(Note: Documentation SHALL NOT be acceptable where it relies on statements similar to “Install to LMCC requirements” or “As per LMCC standard detail”. In all cases the documentation shall include the details so as to provide a complete standalone set of construction documentation.

4.1. Outputs, Hold Points and Liaison

- **Certification** - This project is a Category 3 project (In accordance with LMDCP 2014 Part 6 section 3.14 Landscape Design) and requires the services of a qualified Landscape Architect. The Landscape Architect shall provide signed declaration/s for the various components of the project confirming that their qualifications and experience are appropriate for a Category 3 development.
- **Program** - A proposed program indicating anticipated dates for design hold points, Development Application and Construction Certificate submissions is required to be submitted to Council at the commencement of concept design stage.
- **Documentation** – when preparing documentation for the project the consultant is required to follow the checklists provided LMCC Landscape Design Guidelines Rev 3 (2019). Council anticipates that the design of the project would logically occur in the following steps (*note: the hold points shown are required to ensure that Council*

feedback can be provided and incorporated into the park design. Council's written approval is required before the design proceeds to the next stage):

Initiation meeting – Designers to meet with relevant Council Officers to discuss the brief and requirements.

Preparation of concept design/masterplan – including but not limited to, a concept plan, cross-section/s, site analysis, draft risk assessment and playground equipment selection.

Design hold point 1 – at the completion of the concept design/master plan.

Design development of concept – including but not limited to, a draft master plan drawings and design report, a design risk assessment.

Design hold point 2 – at the completion of the design development documentation prior to submission for development approvals.

Submission of DA - including all plans, specifications, reports and a statement of environmental effects etc sufficient to obtain required approvals to enable the construction of the project. Outcomes of cultural community art project should be reflected in plans and elevations submitted for DA.

Preparation of final master plan and construction documentation – including but not limited to, all plans, specifications and reports and a final risk assessment.

Design hold point 3 – at the completion of the Master plan and construction documentation at 90% completion prior to submission for construction approvals. Council will review documentation and comments or alterations requested should be incorporated prior to submission at hold point 4.

Design hold point 4 – construction documentation and cost estimate at 100% completion prior to submission for construction approvals including report detailing the intentions and incorporation of cultural community art project. (This information must also be reflected in plans, elevations and landscaping plans).

Submission of CC – including all plans, specifications, reports etc sufficient to obtain required approvals to enable the construction of the project.

Reporting after practical completion – will include a Landscape compliance report, a rectification report and maintenance reports to ensure that the works are carried out and maintained in accordance with DCP1/Council's requirements.

- **Statutory Approvals** - A Development Application (DA) and Construction Certificate (CC) is required for the project. The consultant is required to prepare and lodge the DA and CC documentation and liaise with Council's Development Assessment and Compliance (DAC) personnel to secure the required approvals.
- **Liaison with Council** – The consultant preparing the design documentation for the park must liaise with the nominated Council representative/s through out the project to allow clarification of Council's requirements, provide feedback and ensure the smooth progression of the project.

5. Design compliance

Ensure design and delivery comply with relevant standards, including but not limited to

- Austroads Guide to Road Design Part 6A: Paths for Walking and Cycling
- Everyone Can Play Guidelines
- Statewide Mutual - Playgrounds - Best Practice Manual - Version 5 - January 2020
- Relevant Codes Peak Sporting Body guidance for field of play dimension

- LMCC Crime Prevention Through Environmental Design (CPTED) Guideline, and
- LMCC Landscape Design Guidelines
- LMCC Engineering Design Guidelines
- LMCC Standard Drawings
- LMCC Public Lighting Policy
- LMCC Public Lighting Procedure
- Lake Macquarie City Signage and Wayfinding Guidelines Manual
- Lake Macquarie Development Control Plan 2014 - Revision 24 Part 6 – Development in Recreation and Tourist Zones (March 2020)
- National Construction Code
- AS 4422:2016: Playground surfacing - Specifications, requirements and test method
- AS 4685 SET:2014 : Playground equipment and surfacing Set
- AS1428 SET: Design for Access and Mobility
- AS2890 SET: 2004 Parking facilities;
- AS4586- Slip resistance classification of new pedestrian surface materials
- AS4970-2009 Protection of trees on development sites (Reconfirmed 2020)
- AS4282:2019 Control of the obtrusive effects of outdoor lighting

6. Risk Assessment

The consultant is required to carry out documented risk assessment at the concept design stage, with reviews, as required, at the design development stage and the final master plan/construction documentation stage.

7. General

- Council will require 'Work As Executed' plans of the finished park showing levels, accurate service (including electrical, sewer, irrigation and drainage) locations and other relevant information to assist future maintenance operations.
- A Landscape Compliance Report, a Landscape Rectification Report and an Asset Handover Report will be undertaken in consultation with Council representatives in accordance with the LMCC Landscape Design Guidelines sections 2.6-2.8. to verify that the park has been constructed and maintained according to the plans and documentation provided
- The park should have a minimum establishment period of 12 months (from the date of practical completion) preferably including a full summer period. Throughout the establishment period, the contractor will be required to carry out all mowing, watering, weeding, pest and disease control, fertilizing, returfing, renovating and top dressing.
- A properly documented maintenance plan is required for turf areas, drainage system, and the irrigation system to enable Council staff to properly maintain the new facilities in to the future.

8. Park Amenities

Space	Size	Access	Orientation	Function
AWNING (UNDERCOVER AREA)	7m ² (nominally – to be in accordance with NCC requirements) male, female and AS1428 accessible toilets	Provide a functional link with associated park for convenient access. Provide access from accessible car parking space to building entry in accordance with AS1428.	Entry to face road or car park	To provide shelter for the users of the toilet facilities.
UNISEX ACCESSIBLE TOILET	12m ² (nominally – to be in accordance with NCC requirements) male, female and AS1428 accessible toilets	Provide a functional, proximate link with the other activity areas of the park. Provide direct access from awning/ covered area	N/A	To provide toilet facilities for the users of the park and the community.

Provide:

- Two (2) unisex accessible rooms.
- Awning to front of the toilet's door
- Rain water harvesting tank and pump for the flushing of the toilets (Optional).
- Materials, fixtures and fittings to be vandal resistant, and in accordance with AS1428, and council's standard selection. Council staff to provide details of preferred fittings and fixtures during development of construction documentation.
- All sanitary fittings to be stainless steel unless otherwise requested.
- Number and location of fittings for accessible toilets to be in accordance with relevant Australian Standards and Building Codes. Number and location of all other fittings to be determined in consultation with relevant council staff.
- The Park amenities will be in a location directly accessible from the parking area associated with the park. Circulation into and around the building is to comply with AS1428 "Design for access and mobility". The building should be connected by pathways to the main pathway network within the park and to the car park.
- The design should comply with all relevant Acts, Regulations, Building Codes and Australian Standards current and applicable at the time of issue of Construction

Certificate. Particular emphasis is given to compliance with LMCC Crime Prevention through Environmental Design Guideline principles, and AS1428 “Design for access and mobility”.

- It is a requirement of this brief that the design and documentation of this building be completed by an Architect registered by the NSW Chapter of the Royal Australian Institute of Architects (RAIA). The nominated Architect must be able to demonstrate recent experience and proven success in the design and documentation of facilities with a similar purpose. The Architect’s name and registration number is to be included on all deliverables.
- Council requires a creative and practical approach to the design of the building that will deliver a high standard of aesthetic, social, recreational, and environmental amenity to the community.
- As a public facility, the building must be laid out to incorporate a high level of passive security and be constructed from resilient, damage-resistant materials. It should also address the principles of Environmentally Sustainable Design and include water reticulation/re-use and passive solar design wherever possible.
- The architectural language of the building should serve to identify it as a community facility. It should provide a welcoming and friendly environment that reflects the diverse range of activities it will house. It is intended that the scale, massing, and profile of the building will be suitably moderated to respect the open nature of its context. The appearance of the building in both form and materials should respect the surrounding landform, and serve to integrate it into the broader natural and built environment.

9. Playground area

- Locate the playground with good visibility from the street frontage and surrounding residences.
- All park furniture and landscaping to be outside of playground fall zones
- The playground is required to be fun and encourage adults and families into the play area.
- Play equipment to be located to consider safer by design principles, accessibility, proximity to roads, the location of other park facilities and shade. Utilise shade provided by existing trees if possible.
- Design to consider solar access for shade in summer and access to sun in winter.
- Playground design to be in accordance with Statewide Mutual Best Practice design manual
- Consideration should be given to overland flow, and the playground should not be in a zone impacted by site drainage. Adequate site drainage is required.
- Playground safety inspection at design finalisation and at post-installation. in accordance with the standard. Proof of the certification must be supplied to Council.

9.1. Equipment

- A minimum of \$100,000.00 plus indexation in accordance with Section 3 Schedule 2 of the Voluntary Planning Agreement, is to be spent on the purchase of the play equipment.
- A range of equipment is to be installed to meet the key needs and abilities of children in the 4-12 years age group. The consultant must provide adequate details (model numbers, sketches/photos etc) of the proposed equipment and the arrangement of the

equipment at the concept design stage. Ensure that the proposed play equipment is not replicated in nearby play areas

- The equipment must provide high play value with a range of activities that encourage the user's physical, social, emotional and cognitive development. Activities/skills could include: climbing, sliding, rocking, swinging, spinning, balancing, fine motor skills, fantasy, cognitive and social/emotional skills. *(Note: reliance on simple step/deck type play structures to provide for all activities/skills will not be acceptable to Council).*
- The spacing of equipment and the distance to any edging or furniture/structures shall be in accordance with the relevant Australian Standard.
- All equipment shall be installed in accordance with the manufacturer's instructions.
- Completed equipment and softfall installations must be independently tested and certified to comply with AS4422 and AS4685. Proof of the certification must be supplied to Council.
- The design of areas around the playground shall be consistent with LMCC Crime Prevention through Environmental Design Guideline principles.

9.2. Softfall

Loose organic softfall is recommended. The designer shall provide specifications and details of softfall surfacing and edge treatment for Council acceptance prior to design being issued for construction.

- Soft-fall requirements are to be a mix of:
 - Bark mulch loose-fill organic Impact attenuating surface in accordance with AS4685.0:2017, to a minimum depth of 300 mm, (is to be placed within defined edge treatment. The depth of the softfall depends on fall heights. Refer to the relevant Australian Standards, and
 - Rubberised softfall areas (using Ethylene propylene diene monomer rubber - EPDM) to provide an inclusive play environment. Softfall impact attenuating surface to meet the requirements of critical fall heights for relevant play items.
- Softfall types, depths and rubberised surfaces must be independently certified for compliance in accordance with AS4422 by contractor or supplier, and
- Provide adequate drainage in play area to prevent ponding of water in softfall zone. Subgrade under softfall areas must be graded to ensure adequate drainage and to prevent ponding of stormwater water under equipment. Slotted ag pipe (in a geotextile sock) to be placed around equipment at subgrade level and drained to outlet point/s located in surrounding landscaped areas away from the playground. Softfall surfaces that utilise recycled materials and meet the required performance specifications should be considered, provided longevity, robustness and maintenance are not compromised.

9.3. Edging/borders

- Play equipment areas require an edge treatment to contain/ border the soft fall areas. The edge treatment must be outside the minimum fall zone Edging should be suitable for in-ground use and could include concrete, rock, timber (not CCA treated), or recycled plastic plank units.
- The top of edging shall be set flush with the softfall, and raised 110mm – 190mm above adjacent turf or surface level.

- Preferred material for edging is concrete with a rolled top and weep holes to provide adequate drainage. Rock or timber may be considered in some locations (suitable for in-ground use).
- Copper Chrome Arsenate timber treatments shall not be used anywhere within the playground.

9.4. Playground Fencing

- The extent of fencing required should address risks identified in the design risk assessment in accordance with the Statewide Mutual best practice guidelines.
- Where fencing is required, it should be provided in accordance with council's standard drawing EGSD-602 ver 05 exclusion fencing. Provide a concrete mowing strip below, in accordance with mowing strip requirements noted on the standard drawing EGSD-602.

9.5. Playground Furniture

- All furniture to suitably located to address circulation paths and within close proximity to the facility it is intended to service.
- Locate park benches to provide suitable supervision of play equipment. Bubblers to be adjacent to play area, set off circulation paths. Bubblers to incorporate tap fitting.
- Bins to be provided adjacent to circulation paths at entries and exits to play area.
- Seating in large playground with components for children with disabilities requires shade protection over.
- Furniture selections to be in accordance with LMCC Neighbourhood Centres Technical Guidelines. Refer to council's website for most recent version.
- All bench seating to be located on a concrete slab.
- All furniture to be located outside of fall zones and free space for play equipment.
- Bins to be suitably located to allow for access by service vehicle.
- Location of all furniture to be finalised in consultation with relevant council staff.

10. Pathways

10.1. Shared pathway

- Shared pathway/s are to be constructed through the park to allow cyclists and pedestrians access to the shared pathway system through the adjacent subdivision and adjacent commercial and community facilities.
- The pathway shall be designed in accordance with LMCC Standard Dwg EGSD-301, Austroads Part 6A, AS1428.1, AS1428.4 and shall consider CPTED principles.
- The shared pathway is to be 3.0 metres wide and constructed from reinforced concrete. Clearances shall be in accordance with Austroads guides and AS1428 requirements for levels on ground adjacent paths and the pathway shall have good sightlines and legibility.

- All relevant cycleway signage (including LMCC regulatory signage) and furniture shall be included in the design documentation and construction. Signage design and layout in accordance with the Lake Macquarie Signage and Wayfinding guidelines manual.
- The design of the pathway must cater for potential overland stormwater flows across and along the pathway. Cross drainage should preferably occur under the cycleway and longitudinal drainage must be controlled to minimise scouring along the edge of the path especially in steeper sections. Permanent erosion controls are to be placed at all drainage discharge points to reduce water velocities and minimise soil erosion.
- Vehicle control is required to prevent unauthorised vehicle access along the pathway in accordance with Austroads guidance. Allowance is required for authorised maintenance vehicles.

10.2. Other pathways

- All pathways (other than the shared pathway) to be 1.5 metres wide with construction specifications in accordance with LMCC standard drawing EGSD-301 Ver 06 Sheet 2 of 3 (Note: the standard drawing refers to a 1.2m width, this pertains to paths in the road footway only. The required width of footpaths within park areas is 1.5m in accordance with the LMCC Landscape design guidelines Section 3 Landscape Design for Public Reserves.)
- Pathways to be disability accessible and logically located to maximise access but minimise path lengths. They should adequately connect key activity areas in the park. Pram ramps are to be provided at gutter crossing points.
- The pathways must be designed to prevent private vehicle access but should allow authorised access for maintenance purposes.
- To achieve a high level of public safety all pathways through the park are to be lit in accordance with LMCC Public Lighting Policy and Procedure and comply with all relevant Australian standards for lighting in public pedestrian areas.

11. Car Parking

- Sealed car parking is required to service the facilities. Car parking design (including allowance for disabled parking) to be in accordance with the requirements of LMCC DCP 2014 Part 6 Development in Recreation and Tourist zones.
- Car park to be connected to facilities with sealed pathways minimum width 1500mm and in accordance with AS1428.
- Excellent passive surveillance is required to reduce the potential for antisocial

Vehicle control is required to:

- Prevent unauthorised vehicle access to the park and pathways by use of bollards, fencing and landscape elements, and
- Where fencing is installed, provide a concrete mowing strip below, in accordance with mowing strip requirements noted on LMCC standard drawing EGSD-602 ver 05 Exclusion fencing.
- Where bollards are used, bollards shall be constructed from robust materials fit for purpose and have finishes and coatings, that provide ease of cleaning and graffiti removal. Minimum 1000mm high x 100-300mm internal diameter. Provide a securely fitted cap fabricated from the same material as the bollard.
- Provide access for maintenance vehicles by providing a heavy-duty lockable pipe gate in accordance with LMCC standard drawings EGSD-604 ver 03 double swing gate and/or EGSD-603 ver 03 single swing gate.

- Finishes on all materials to maximise corrosion resistance suitable to the intended bollard/fence location.
- Fixings used shall be secure and not easily removed with ordinary tools. Use nylon grommets/sleeves at junctions between stainless steel and other metallic materials to prevent galvanic corrosion.

12. Furniture

- Where possible picnic tables to be located to utilise existing shade trees.
- One bench seat to be located close to the playground and within view of the playground to allow visual surveillance of the play area and playground users. If possible locate within shade of trees.
- Picnic tables and bench seats to be connected by a pathway to park pathway network.
- Picnic tables to be wheelchair accessible with concrete slab under and suitable circulation for wheelchair access.
- Furniture selections to be in accordance with LMCC Neighbourhood Centres Technical Guidelines. Refer to council's website for most recent version.

12.1. Barbeques

- Provide one barbeque (double plate) station with shelter.
- Barbeques stations to be adjacent to picnic tables.
- Material: Stainless steel cabinet with stainless steel top.
- In-bench BBQ plate: 15amp
- Installations as per manufacturer's specification.
- IMPORTANT: ensure rear access doors are installed (not under the grill).

12.2. Seating/picnic tables

Bench seating and picnic tables (some with shelters) are to be provided adjacent to the playground area and picnic area. The seating/table arrangements should encourage interaction between park users.

Seating and table requirements are:

- to be surface mounted on concrete base slabs,
- To be constructed from robust materials fit for purpose. Materials, finishes and coatings shall provide ease of cleaning and graffiti removal.
- To be free from sharp edges and projections.
- To have dimensions compliant with AS1428 Design for Access and Mobility Suite
- Not to face due west and, if possible, be in shade for the hottest part of the summer day, and
- Seating and tables to be installed in accordance with the manufacturer's instructions on a concrete base slab.

- Collect roof water from shelter and direct to site stormwater collection for re-use (if applicable) or discharge to an on-site stormwater disposal trench. Disposal trench constructed in accordance with LMCC standard drawing EGSD-407 Ver 01.

12.3. Waste and Recycling

- Locate bins in suitable locations to adequately control rubbish and to allow easy access for Council's maintenance personnel.
- Enclosures and bin liners to be provided in accordance with LMCC Standard Detail LSD-Bin-01 Provide bin liner at same time as enclosure installation.
- Planning and design should address practical collection sites and space suitable for separation of general waste, commingled recyclables and problem recyclables.
- Allow sufficient clearance to maintain clear paths of travel for circulation around the receptacle installation, including for maintenance cleaning.
- nominate LMCC as Warrantee

12.4. Taps and Bubblers

- Provide taps (key operated 20mm hose tap VP355 by Enware or approved equivalent) for landscape watering purposes:
 - Hose tap to finish 600mm above finished ground level. Tap and pipe installation to be bracket fixed to a 65x65 gal post with top cap.
 - Provide concrete footing to post to a minimum depth of 400mm below finished surface levels. Footing to finish flush with surrounding ground levels to act as a mowing edge and have a neat, smooth appearance appropriate to visible parkland infrastructure.
- Provide wheelchair accessible bubblers. Bubbler requirements are:
 - To be cantilever style wheelchair accessible drinking fountain with bottle refill tap.
 - To be manufactured from 316 Stainless Steel with an electropolish finish
 - To be installed on ground with a maximum gradient of 1 in 50. For sloping sites, design level pads to accommodate level access to bubbler.
 - To have fixings and footings to the manufacturers specification and accepted by the project's Engineer.
 - To be installed in accordance with the manufacturer's recommendations.
 - To connect to potable water supply.
 - To drain to sewer if infiltration not feasible.
- The tap and bubbler should be co-located to minimise cost.
- The accessible bubbler must be located adjacent to but connected with the accessible pathway, preferably near the seating area.
- Provide adequate circulation space around the fixture for wheelchair access and pedestrian movement.
- Allow sufficient clearance to maintain clear paths of travel for circulation around the fountain installation, including for maintenance cleaning.

12.5. Park Signage

Provide park signage:

- Signage to include identification, regulatory and wayfinding information.
- signage design and location to be in accordance with the Lake Macquarie Wayfinding and Signage Guidelines Manual

12.6. Pathway Lighting

- Selection of park lighting to be confirmed during design and should be in accordance with:
- LMCC Neighbourhood Centres Streetscape Technical Guidelines Section 10.2 Pedestrian Lighting: Guidance on design and specifying
- LMCC Public Lighting Policy
- LMCC Public Lighting Guideline
- the relevant LMCC Public Domain Technical Guidelines current at the time of design documentation for this facility.

12.7. Vehicle control

Vehicle control is required to:

- Prevent unauthorised vehicle access to the park and pathways by use of bollards, fencing and landscape elements, and
- Where fencing is installed, provide a concrete mowing strip below, in accordance with mowing strip requirements noted on LMCC standard drawing EGSD-602 ver 05 Exclusion fencing.
- Where bollards are used, bollards shall be constructed from robust materials fit for purpose and have finishes and coatings, that provide ease of cleaning and graffiti removal. Minimum 1000mm high x 100-300mm internal diameter. Provide a securely fitted cap fabricated from the same material as the bollard.
- Provide access for maintenance vehicles by providing a heavy-duty lockable pipe gate in accordance with LMCC standard drawings EGSD-604 ver 03 double swing gate and/or EGSD-603 ver 03 single swing gate.
- Finishes on all materials to maximise corrosion resistance suitable to the intended bollard/fence location.
- Fixings used shall be secure and not easily removed with ordinary tools. Use nylon grommets/sleeves at junctions between stainless steel and other metallic materials to prevent galvanic corrosion.

12.8. Bike Racks

- Provide bike racks to service visitors to the main activity areas of the park..
- Bike rack requirements are:

- To be a circular hoop shape. Dimensions shall allow the frame and both wheels of a bicycle to be locked to the bike racks by chain, cable or U-lock without the need to remove a wheel from the bicycle.
- To be structurally capable of supporting a bicycle and resistant to cutting, bending or breaking.
- To be surface mounted to pavement or concrete slab. Fixings used shall be secure and not easily removed with ordinary tools. Use nylon grommets/sleeves at junctions between stainless steel and other metallic materials to prevent galvanic corrosion
- To be constructed from Grade 304 Stainless steel pipe.
- Bike racks to be located in an area with good surveillance from the street, easily accessible from the roads and cycle path and clearly visible from entry points.

13. Site earthworks

- Earthworks and the use of retaining walls should be minimised.
- Erosion and sediment control to be designed in accordance with LMCC Erosion and Sediment Control Guidelines
- Batter gradients are to be no steeper than 1V:6H without Council acceptance.

14. Stormwater drainage

The design should address stormwater overland flows. Stormwater management systems should be visually unobtrusive and integrated within site landscaping, car parks and structures.

15. Park Vegetation

15.1. Proposed Landscape Planting

- The consultant shall refer to Council's guidelines – LMCC Landscape Design Guidelines Section 3.0 Design for Public Reserves, Section 8 planting design and Section 9.0 Design for bushland protection.
- Planting should be designed to provide shading around key activity locations including the play area, BBQ and picnic area, any seating location/s, car park, and general amenity planting.
- Selected species must not tend to drop branches, be toxic/poisonous and have a root system that affects any soft fall areas or pathways.
- The planting design must consider LMCC Crime Prevention Through Environmental Design (CPTED) Guideline. If trees are to be planted in turf areas they should be grouped in clumps to minimise interference with mowing operations.
- All areas disturbed by the works to be rehabilitated using appropriate native plant species.
- Timber edging shall be in accordance with LMCC Standard drawing LSD-EDG-01
- The interface between turfed areas and amenity planting and/or mulched areas is to have a suitable edge. Timber edging to be in accordance with LMCC standard drawing LSD-EDG-01 ver 02.

- The interface between turf and remnant bushland shall be separated by pathways. Where the design cannot achieve this, provide a concrete mowing strip and mulch buffer zone of 1.5m to prevent mowing encroachment and herbicide spray drift impacts within remnant bushland.

15.2. Planting Establishment

- A plant establishment period of 52 weeks is required (from the date of practical completion) for all proposed landscape plantings and turf areas. Throughout the establishment period the landscape contractor will be required to carry out all mowing, watering, weeding, rubbish removal, pest and disease control, fertilizing, returfing, replanting, staking and tying, pruning, mulch reinstatement, renovating, top dressing and generally keeping the site neat and tidy.
- A Landscape Compliance Report, a Landscape Rectification Report and an Asset Handover Report will be undertaken in consultation with Council representatives in accordance with the LMCC Landscape Design Guidelines sections 2.6-2.8. to verify that the park has been constructed and maintained according to the plans and documentation provided

15.3. Existing vegetation

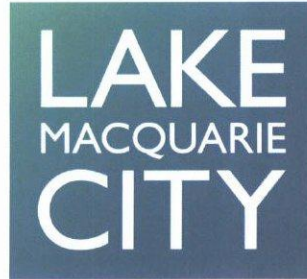
- Where possible existing areas of native vegetation are to be retained and incorporated into the design of the park.
- Existing trees must be assessed for soundness and potential limb drop hazard before siting play equipment and park furniture etc in close proximity. The consultant shall engage a suitably qualified and experienced arborist (Diploma of Horticulture (Arboriculture) equal to AQF Level 5) to carry out the assessment and also provide documented recommendations for tree management. Refer to the LMCC Landscape Guidelines (Revision 01) Section 9.2 for a list of problematic species.
- All areas of native vegetation (both trees and grass) not affected by the proposed construction works are to be protected from construction vehicles, materials and activities by the erection of temporary fencing and all contractors are to be advised of all protection areas areas in accordance with AS 4970 Protection of Trees on Development Sites

16. Site clean-up

- At the completion of the construction works all rubbish including any existing building waste, construction debris and any excess fill is to be removed and disposed of off site.
- There shall be no infestation of recognised weed species present on handover of site to Council.

17. Maintenance

- Turf areas are to be designed to enable tractor mowing (minimum clearances of 4 metres required between obstacles) and minimise hand mowing and edge trimming.
- Materials used in the park must be robust and able to withstand weathering, graffiti and physical damage.
- A maintenance plan for the playground equipment and softfall area shall also be submitted to Council at the completion of the project.



DESIGN SPECIFICATION

ON-SITE SPORTS FACILITY

NORTH COORANBONG

15 FEBRUARY 2021



LMCC Ref: D09994350

Disclaimer

Lake Macquarie City Council has made reasonable effort to ensure that the information contained in this document was current and accurate at the time the document was created and last modified. The Council makes no guarantee of any kind, and no legal contract between the Council and any person or entity is to be inferred from the use of or information in this document.

The Council gives no warranty and accepts no responsibility for the accuracy or completeness of the information. No user should rely on the information, but instead should check for confirmation with the originating or authorising body. The Council reserves the right at any time to make such changes as it deems appropriate to that information.

Any links to external web-sites and/or non-Lake Macquarie City Council information provided in this document are provided as courtesy. They should not be construed as an endorsement by Lake Macquarie City Council of the content or condition or views of the linked materials.

Copyright © 2020 Lake Macquarie City Council

This document and its contents are subject to copyright under the laws of Australia and, through international treaties, other countries. The copyright information and materials in this document are owned by the Lake Macquarie City Council although the copyright in some materials incorporated within this document may be owned by third parties.

You are permitted to print extracts of this information and materials for your personal use only. None of this material may be used for any commercial or public use. You must not modify the copy from how it appears in this document and you must include the copyright notice "© 2020 Lake Macquarie City Council" on the copy.

You must not otherwise exercise the copyright in the whole or any part of this document for any other purpose except with the written permission of the Council or as expressly permitted by statute.

Department Name: Asset Management – Community Assets

Lake Macquarie City Council
126-138 Main Road Speers Point, NSW 2284
Box 1906, Hunter Region Mail Centre, NSW 2310

Telephone: 02 4921 0333
email: enquiries@lakemac.nsw.gov.au
Internet: www.lakemac.com.au

Contents

1.	Background	4
2.	Design Intent	4
3.	Design Specification	6
3.1.	Outputs, Hold Points and Liaison	6
4.	Design compliance	8
5.	Risk assessment	8
6.	Playing Fields	9
6.1.	Field Components	9
6.1.1.	Sub surface drainage	9
6.1.2.	Grassing and Turf Specification	9
6.1.3.	Rootzone Layer	10
6.1.4.	Soil Profile	10
6.1.5.	Cricket pitch	10
6.1.6.	Field lighting and Goal Posts	10
6.1.7.	Fencing	11
6.1.8.	Irrigation and Water Quality	11
7.	Amenities/Clubrooms	12
7.1.	Design of Amenities/Clubhouse Spaces	12
	Players' activities	13
	Public activities	13
7.2.	Design performance	13
7.2.1.	Players activities	13
7.2.2.	Public activities	15
8.	Pathways	15
8.1.	Shared pathway	15
8.2.	Other pathways	16
9.	Skate Park	16
10.	Car Parking	18
11.	Furniture	18
11.1.	Seating/picnic tables	18
11.2.	Waste and Recycling	19
11.3.	Taps and Bubblers	19
11.4.	Signage	20
11.5.	Vehicle control	20
11.6.	Bike Racks	21
12.	Toilet	21
13.	Site earthworks	21
14.	Stormwater drainage	21
15.	Landscape Vegetation	21
15.1.	Proposed Landscape Planting	21
15.2.	Planting Establishment	22
15.3.	Existing vegetation	22
16.	Site clean up	23
17.	Maintenance	23

1. BACKGROUND

A new urban release area is proposed north of the township of Cooranbong. The development site has the Olney State Forest and Bushland Road to its western boundary and a small connection to Freemans Drive, north of the Cooranbong town centre.

This specification sets out standards and documentation requirements relating to the development of a local sports ground (approximately 6.21ha) to provide the surrounding community with a recreation area that accommodates:

- one full size AFL/cricket field (with provision to amend to 2 x full size rectangular playing fields with central cricket pitch should needs change at the time of Construction) and
- one turf cricket square
- a clubhouse including amenities
- car parking
- shade and landscape planting
- a shared pathway and general pathways
- a skatepark
- a dog exercise area (refer to separate design specification *Dog Exercise Area North Cooranbong 15 February 2021*, LMCC ref: D09994993)

The purpose of this brief is to give sufficient information for a detailed submission for the design, construction and equipment of the above listed facilities. The brief outlines Councils intentions for the specified facilities however, the final requirements may vary as a result of development consent and associated conditions.

The design and construction of the sports ground may occur concurrently with the design and construction of other parks and community facilities details of which are provided in other design specifications.

2. DESIGN INTENT

The following points outline the design intent for the project:

a. The design and documentation shall comply with appropriate legislation and Council's policies and guidelines.

- The landscape design shall document both the soft and hard works and demonstrate an integrated approach to the site planning issues found on the site.
- This project is a Category 3 project and requires the services of a qualified Landscape Architect (see LMDCP 2014 Part 6 section 3.14)
- Reference must be made to Council's Engineering Guidelines, Landscape Design Guidelines and Standard Drawings to incorporate relevant design and construction specifications.

- The design shall comply with relevant standards and guidelines and achieve statutory approvals to allow construction to occur.
- b. The design should respond appropriately to the site context.**
- The sports ground is to provide a local level sporting facility.
 - Where existing native vegetation occurs the proposed designs, wherever possible, should incorporate the existing site vegetation and any new planting should reflect the existing native species and setting.
 - The design should respond to and where appropriate integrate with adjoining land uses.
- c. Provide a safe environment.**
- Site specific design risk assessment/s shall be prepared by the consultant to identify and address any existing site hazards and hazards that may arise from the development of the sports ground.
 - The design of the play elements/playground equipment and soft fall shall comply with the current versions of AS4422 and AS4685 and any other Australian Standards relevant to playground construction.
 - To address community safety issues the sports ground design shall comply with Council's LMDCP 2014 Part 6 section 3.22 Safety and Security and LMCC's Crime Prevention Through Environmental Design (CPTED) Guideline Rev 01 (2017)
 - Existing trees must be assessed for soundness and potential limb drop hazard before locating any facilities in close proximity. An AQF Level 5 Consulting Arborist shall be appointed to assess all retained trees and report recommendations for any remedial actions required.
- d. Provide an accessible environment.**
- The design of the sports ground should consider all abilities including, mobility, visual, hearing impairment etc, but disability access items such as wheelchair ramps should not dominate the facilities.
 - Link the sports ground to other parks, cycleways and adjacent neighbourhood centre with pathways/shared pathways.
 - The design shall be in accordance with LMCC's Engineering Guidelines (2016) , Standard Drawings EGSD-301 Sheets 1-3, Austroads Guide to Road Design Part 6A: Paths for Walking and Cycling, AS1428.1, AS1428.4 and shall be consistent with CPTED principles.
- e. Facilitate social interactions.**
- The sports ground design should consider the location of potential elements proposed for the sports ground so that social interaction is encouraged within the local community.
- f. Provide for a range of physical activities.**

- Council is looking for a wide range of activities that range from structured sporting activities to informal recreation and play opportunities for adults, children and teenagers.
- g. Provide an attractive and an inviting environment.**
- The integration of the proposed facilities into the site shall be aesthetically appealing and create a high level of interest to encourage both adults and children to visit and use the site on a regular basis.
- h. The design should be low maintenance**
- The development of the site must allow practical maintenance access to the site. Selected plant species must be hardy, drought and fire resistant - so as not to amplify any existing fire hazard or increase maintenance/irrigation requirements.
 - All furniture, equipment and/or structures must be constructed from robust materials, and have finishes and coatings, that provide ease of cleaning and graffiti removal.
- i. The design must include WSUD and water treatment elements**
- The design of the sports ground must incorporate Water Sensitive Urban Design (WSUD) and stormwater reuse strategies for any proposed facilities and for the irrigation of playing surfaces and landscape areas.
 - The design must also include an off-site stormwater treatment area - particularly for stormwater flows from sporting field areas and the dog exercise area.
 - Design of WSUD components to consider requirements contained within the LMCC Standard Drawings – Drainage, and the LMCC Stormwater Quality Improvement Devices (SQID) Guidelines
- j. Cultural Art Project**
- A community cultural art project must be investigated and delivered as a component of this project and incorporated into the overall design of the facility.
 - This component must be a quality project that is valued at 2% of the total project value.
 - The objectives of the art project must be agreed through consultation with LMCC Arts, Culture and Tourism staff and the community.

3. DESIGN SPECIFICATION

The following specification sets out the requirements to be used in the design of the sports ground improvements.

Note: Documentation SHALL NOT be acceptable where it relies on statements similar to "Install to LMCC requirements" or "As per LMCC standard detail". In all cases the documentation shall include the details so as to provide a complete standalone set of construction documentation.

3.1. Outputs, Hold Points and Liaison

- **Certification** - This project is a Category 3 project (In accordance with LMDCP 2014 Part 6 section 3.14 Landscape Design) and requires the services of a qualified

Landscape Architect. The Landscape Architect shall provide signed declaration/s for the various components of the project confirming that their qualifications and experience are appropriate for a Category 3 development.

- **Program** - A proposed program indicating anticipated dates for design hold points, Development Application and Construction Certificate submissions is required to be submitted to Council at the commencement of concept design stage.
- **Documentation** – when preparing documentation for the project the consultant is required to follow the checklists provided in LMCC Landscape Design Guidelines Rev 3 (2019). Council anticipates that the design of the project would logically occur in the following steps (**note**: the hold points shown are required to ensure that Council feedback can be provided and incorporated into the sports ground design. Council's written approval is required before the design proceeds to the next stage):

Initiation meeting – Designers to meet with relevant Council Officers to discuss the brief and requirements.

Preparation of concept design/master plan – including but not limited to, a concept plan, cross-section/s, site analysis, draft risk assessment and playground element/equipment selection.

Design hold point 1 – at the completion of the concept design/master plan.

Design development of concept – including but not limited to, a draft master plan drawings and design report, a design risk assessment.

Design hold point 2 – at the completion of the design development documentation prior to submission for development approvals.

Submission of DA - including all plans, specifications, reports and a statement of environmental effects etc sufficient to obtain required approvals to enable the construction of the project. Outcomes of cultural community art project should be reflected in plans and elevations submitted for DA.

Preparation of final master plan and construction documentation – including but not limited to, all plans, specifications and reports and a final risk assessment.

Design hold point 3 – at the completion of the Master plan and construction documentation at 90% completion prior to submission for construction approvals. Council will review documentation and comments or alterations requested should be incorporated prior to submission at hold point 4.

Design hold point 4 – construction documentation and cost estimate at 100% completion prior to submission for construction approvals including report detailing the intentions and incorporation of cultural community art project. (This information must also be reflected in plans, elevations and landscaping plans).

Submission of CC – including all plans, specifications, reports etc sufficient to obtain required approvals to enable the construction of the project.

Reporting after practical completion – will include a Landscape compliance report, a rectification report and maintenance reports to ensure that the works are carried out and maintained in accordance with DCP1/Council's requirements.

- **Statutory Approvals** - A Development Application (DA) and Construction Certificate (CC) is required for the project. The consultant is required to prepare and lodge the DA and CC documentation and liaise with Council's Development Assessment and Compliance (DAC) personnel to secure the required approvals.

- **Liaison with Council** – The consultant preparing the design documentation for the sports ground must liaise with the nominated Council representative/s through out the project to allow clarification of Council's requirements, provide feedback and ensure the smooth progression of the project.

4. DESIGN COMPLIANCE

Ensure design and delivery comply with relevant standards, including but not limited to

- Ausroads Guide to Road Design Part 6A: Paths for Walking and Cycling
- Cricket Australia: Community Cricket Facility Guidelines
- Relevant Codes Peak Sporting Body guidance for field of play dimension
- LMCC Crime Prevention Through Environmental Design (CPTED) Guideline, and
- LMCC Landscape Design Guidelines
- LMCC Engineering Design Guidelines
- LMCC Standard Drawings
- Lake Macquarie City Signage and Wayfinding Guidelines Manual
- Lake Macquarie Development Control Plan 2014 - Revision 24 Part 6 – Development in Recreation and Tourist Zones (March 2020)
- National Construction Code
- AS1428 SET: Design for Access and Mobility
- AS1725 Chain link fabric fencing
- AS2890 SET: 2004 Parking facilities;
- AS4586- Slip resistance classification of new pedestrian surface materials
- AS4970-2009 Protection of trees on development sites (Reconfirmed 2020)
- AS4282:2019 Control of the obtrusive effects of outdoor lighting
- AS 2560.1:2018: Sports lighting - General principles
- AS 2560.2.3-2007 (R2017) : Sports lighting - Specific applications - Lighting for football (all codes)

5. RISK ASSESSMENT

The consultant is required to carry out documented risk assessment at the concept design stage, with reviews, as required, at the design development stage and the final master plan/construction documentation stage.

6. PLAYING FIELDS

- The preferred layout is for an AFL/Cricket combination; however, the dimensions of the overall field should enable 2 x full sized rectangular fields with a central turf cricket pitch to ensure flexibility for future community demand. Confirm community needs for AFL facility or rectangular fields with Council at time of design commencement.
- The overall dimensions for the playing area including safety areas and dead ball areas is 175m long x 156m wide. The optimum orientation is 15 degrees east of north with an overall range of 20 degrees west of north and 45 degrees east of north.
- The design of the playing fields and associated components (including materials testing) should be in accordance with relevant Australian Standards or recognised guidelines (where standards are not available).
- The playing fields should be designed to provide a high-quality playing surface that is playable within 24 hours of heavy rain. Generally, the fields should be able to withstand high levels of use – the AFL field should be floodlit and accommodate up to 30 hours of adult sport per week.
- The design of the growing media and drainage system must consider the local climate and rainfall patterns and must be carried out by a specialist turf sub-consultant (Note: construction must also be carried out by suitably qualified turf supplier/contractor). Field grades should be determined through the design process but are expected to be between 1:70 and 1:100 depending upon the nature of the growing media and subsurface drainage system.
- Council will require 'Work as Executed' plans of the finished playing fields showing levels, accurate service (including electrical, sewer, irrigation and drainage) locations and other relevant information to assist future maintenance operations.
- A properly documented maintenance plan is required for turf areas, drainage system, and the irrigation system to enable Council staff to properly maintain the new facilities in to the future.
- The fields should have a minimum establishment period of 12 months (from the date of practical completion) preferably including a full summer period. Throughout the establishment period the contractor will be required to carry out all mowing, watering, weeding, pest and disease control, fertilizing, returfing, renovating and top dressing.

6.1. Field Components

6.1.1. Sub surface drainage

- An adequate sub surface drainage system that is complimentary to the proposed irrigation system is required.
- A site-specific drainage design should be undertaken and implemented.

6.1.2. Grassing and Turf Specification

- Turf playing surface and safety zones to be Santa Ana couch turf. Grassed areas outside the playing surface to be Couch turf species approved by Council.

- Apply a starter fertiliser suitable for grass selection and soil profile. Fertiliser must be evenly applied at the required rate to the surface of fields and safety zones then lightly raked in.
- Grassing should occur in late spring/ early summer, or as otherwise agreed by Council.
- Grassing establishment should be either sprigs or turf sod. Method used will depend on the time of year of establishment. Consultation is required with council during design to determine which method will be appropriate.

6.1.3. Rootzone Layer

- A 250mm (solid and consolidated) deep layer of rootzone material is required evenly across the fields.
- For satisfactory infiltration, the saturated hydraulic conductivity shall be between 150mm/hr and 250mm/hr.
- The pH range for soil profiles should be 6.5 – 7.0 and must be tested in accordance with relevant standards and test methods.
- Soil must be uniform and consistent.
- Care must be taken during installation to avoid damage to sub soil drainage.

6.1.4. Soil Profile

- A site-specific design should be undertaken and implemented. The soil profile should allow for suitable drainage, compaction, and turf growth.
- Soil profile design may consider amendments to existing topsoil if satisfactory outcomes can be achieved. Otherwise good quality top soil that meets the required specifications will be required to be imported.

6.1.5. Cricket pitch

- A turf cricket pitch square is to be centrally located between the rectangular fields.
- Pitch to comply with Cricket Australia's Community Cricket Facility Guidelines for 'Open Age Community Club – Turf)
- The specific type of cricket wicket soil will need prior approval from Council to ensure this appropriate for use. Current approved soils include Oberon and Redbank wicket soil.
- The turf placed on top of the wicket square will be required to be washed Santa Ana couch.

6.1.6. Field lighting and Goal Posts

- Floodlighting is to be provided to the AFL playing field to provide 100 lux minimum in accordance with level 2 of AS2560 part 2.3 and AS4248 Control of Obtrusive Light.
- The lighting design should be prepared by a suitably qualified lighting consultant to AS2560 Parts 1 and 2.
- Field lighting support structures must be located outside playing areas and safety zones.

- Hinged-type goal posts to be equivalent to PILA (preferred supplier to the AFL). Install in accordance with supplier's specification. Locate posts in accordance with AFL field of play guidelines and dimensions.

6.1.7. Fencing

- 900mm high field chain wire perimeter fencing is to be provided at minimum of 5 metres from the playing field edge.
- A 6m protective screen located at the northern end of the sportsground is required.
- A 6m protective screen located at the southern end of the sportsground is required if an appropriate set back to prevent balls entering the adjoining property cannot be achieved in detailed design.
- Protective fencing is to be of a nominal height of 6 metres with all other dimensions and materials the same as the AFL ground within the Pasterfield Sporting Complex. Specification and details can be provided by LMCC at detailed design stage.
- Chain mesh fencing is to be designed and installed in accordance with *AS1725 Chain link fabric fencing*.

6.1.8. Irrigation and Water Quality

- A site-specific irrigation design must be completed by a suitably qualified professional, and provide an appropriate separate irrigation system for the turf wicket square.
- The design must consider water supply and connection to mains. Sufficient line pressure is required for the system.
- The irrigation system design should include all components including pump/s, water storage, transport system, sprinkler design.
- Modelling should consider irrigation requirements in a range of rainfall/evaporation conditions, for example, mean year, upper quartile and lower quartile years in terms of total annual rainfall and evaporation.
- Sufficient power supply is required to operate the system and controls shall be located in the main switch board.
- The installer must have a license that complies with the national licensing system.
- The installer is to provide documentation verifying the performance of the equipment installed
- It is expected the contractor/installer will return to the site at the 6 week mark to ensure the system is operational, remediation works to surface (if an upgrade) are adequate etc
- As constructed plans and an operational manual is to be provided to Council upon completion
- The irrigation system requires adequate head to head coverage.
- All pipework shall be uPVC class 12. Solvent weld PVC pipe and fittings.

- Sprinklers are to be stainless steel risers with rubber caps on articulated risers.
- The irrigation controller must be housed in a lockable stainless-steel cabinet in a secure dry environment with compliant electrical supply and ideally would include a remote-control device.
- Provide isolating valves and backflow prevention devices.
- Valve assemblies shall be housed on reinforced rectangular valve boxes that are supported on boxed treated pine bearers or similar, with a 100mm layer of aggregate below the bearers. Bearers joined at the corner. Boxes are to be lockable.
- A wireless rain sensor shall be installed and linked to the irrigation system.
- Components are to be below finished surface level to council's requirements.
- Trenching should involve where possible, removal and replacement of turf. Excavated soil must be removed and taken off site if required in line with EPA requirements. Reinstated soil must be completed in line with Council requirements. Materials utilised must be to appropriate landscaping standards.

7. AMENITIES/CLUBROOMS

It is a requirement of this brief that the design and documentation of this building be completed by an Architect registered by the NSW Chapter of the Royal Australian Institute of Architects (RAIA). The nominated Architect must be able to demonstrate recent experience and proven success in the design and documentation of facilities with a similar purpose. The architect's name and registration number are to be included on all deliverables.

Council requires a creative and practical approach to the design of the building that will deliver a high standard of aesthetic, social, recreational and environmental amenity to the community.

As a public facility, the building must be laid out to incorporate a high level of passive security and be constructed from resilient, damage-resistant materials. As a sporting facility, the design should aim to provide a highly functional building that is user-oriented without compromising the quality of the design aesthetic. It should also address the principles of Environmentally Sustainable Design and include water reticulation/re-use and passive solar design wherever possible.

The architectural language of the building should serve to identify it as a community facility. It should provide a welcoming and friendly environment that reflects the diverse range of activities it will house. It is intended that the scale, massing and profile of the building will be suitably moderated to respect the open nature of its context. The appearance of the building in both form and materials should respect the surrounding landform, and serve to integrate it into the broader natural and built environment. It is Council's intention that all community facilities owned by Council in the North Cooranbong area possess a common design language or theme that links their appearance. Such links may be achieved through subtle similarities of form, material and/or colour. It is not Council's intention that these links be achieved through complete reproductions of these building elements.

7.1. Design of Amenities/Clubhouse Spaces

Areas relating to male, female and AS1428 accessible toilets and showers are given as nominal quantities only. All such areas must be quantified and designed in accordance with the Building Code of Australia and AS1428.

Players' activities

Internal	External
4 players' change rooms	4 reserve benches
4 players' amenities	
2 officials' change rooms (referee and linesmen)	
2 officials' amenities	
1 first aid room	
1 multi-purpose space	
2 equipment stores	
1 grounds store	
1 maintenance store	

Public activities

Internal	External
1 kiosk for food preparation and service	Spectator seating
2 kiosk stores	
Public toilets	
1 cleaner's store	
1 bin store	

7.2. Design performance

7.2.1. Players activities

a. Players' change rooms

- **Size:** 4 x 30m² change rooms
- **Orientation:** change room entrance doors to face the playing fields.
- **Access:** provide a direct link with the playing fields. Provide cover outside the access door to each change room
- **Function:** to provide spaces for groups of 15-20 players (per change room) to change clothes, perform minor stretching and warm-up activities and store personal equipment. Each change room is to include bench seating along walls with space over and under for clothes hanging and bag and equipment storage.

b. Players' amenities

- **Size:** 4 x 15m² (nominally – to be in accordance with National Construction Code requirements) toilet and shower areas
- **Orientation:** N/a
- **Access:** Provide a direct link with its associated change room.
- **Function:** To provide amenities to each of the players' change rooms. To include washbasins, WC's and cubicle enclosed showers with clothes bench and hanging hook.

c. Officials' change rooms

- **Size:** 2 x 11m² change rooms
- **Orientation:** change room entrance doors to face the playing fields generally
- **Access:** provide a functional link with the playing fields for convenient access. Provide cover outside the access door to the change room.
- **Function:** to provide separate male and female spaces for referees, umpires and linesmen/lineswomen to change clothes, perform minor stretching and warm-up activities and store personal equipment. Each change room is to

include bench seating along walls with space over and under for clothes hanging and bag and equipment storage

d. Officials' amenities

- **Size:** 2 x 4m² (nominally – to be in accordance with National Construction Code requirements) toilet and shower area
- **Orientation:** n/a
- **Access:** provide a direct link with its associated officials' change room.
- **Function:** to provide a male and female amenity for the corresponding officials' change rooms. To include washbasins, WC's and cubicle enclosed showers with clothes bench and hanging hook.

e. First aid room

- **Size:** 4m²
- **Orientation:** Entrance door to face the playing fields
- **Access:** Provide a direct link with the playing fields. Provide cover outside the access door.
- **Function:** to provide first aid care to players and spectators.

f. Multi-purpose space

- **Size:** 1 x 120m² function space
- **Orientation:** windows to provide views of the playing fields and to provide natural lighting to meet National Construction Code requirements.
- **Access:** provide a direct link with the playing fields. Provide a functional, proximate link with the public toilets for convenient access. Provide cover outside the access door to the multi-purpose space
- **Function:** to provide an internal open space to accommodate the various meetings, presentations and other gatherings of local sports clubs. To include an enclosed storage space of 20m² (as part of the abovementioned 120m²) and a kitchenette.

g. Equipment stores

- **Size:** 32m² storage space in total, split into 2 x separate storage spaces
- **Orientation:** n/a
- **Access:** provide a functional link with the playing fields for convenient access. Provide a functional link with the parking area that supports the sporting fields. Provide double-door or roll-a-door access
- **Function:** to provide general storage for larger items of sporting equipment.

h. Grounds store

- **Size:** 8m² store
- **Orientation:** n/a
- **Access:** provide a functional link the playing fields for convenient access. Provide double-door or roll-a-door access
- **Function:** to provide general storage for larger items of sporting equipment. This store is to accommodate general equipment that is regularly required for sporting events

i. Maintenance store

- **Size:** 12m² store
- **Orientation:** n/a
- **Access:** provide a functional link with the playing fields for convenient access. Provide double-door or roll-a-door access

- **Function:** to provide general storage for items and equipment required for regular grounds maintenance. This store is to accommodate general equipment that is regularly required for sporting events

7.2.2. Public activities

a. Kiosk

- **Size:** 30m²
- **Orientation:** to have a partial or full view of the playing fields
- **Access:** provide a direct link with the stores. Provide a functional link with both of the playing fields for convenient access. Provide access to an internal area of general service circulation. Provide cover outside the service counter for at least 15 people to queue.
- **Function:** to provide points of service of food and refreshments to spectators attending events held at the sporting fields. The kiosk to include service counters, bench and fridge space and kitchenette for food preparation.

b. Kiosk stores

- **Size:** 2 x 8m² kiosk stores
- **Orientation:** n/a
- **Access:** Provide a direct link with the kiosk. Provide access to an internal area of general service circulation.
- **Function:** to provide general storage for items to be used/served by the kiosk.

c. Public toilets

- **Size:** 40m² (nominally – to be in accordance with National Construction Code requirements) male, female and AS1428 accessible toilets
- **Orientation:** n/a
- **Access:** provide a functional link with the playing fields for convenient access. Provide a functional, proximate link with the multi-purpose space for convenient access. Provide a functional, proximate link with the kiosk for convenient access.
- **Function:** to provide toilet facilities to spectators attending events held at the sporting fields as well as people using the multi-purpose space. To include washbasins, urinals, WC's, wet area fixtures and associated equipment

d. Cleaner's store

- **Size:** 7m² store
- **Orientation:** N/a
- **Access:** Provide access to an internal area of general service circulation
- **Function:** To provide general storage for items and equipment required for regular building cleaning. To include a cleaner's sink and shelving for cleaning equipment and substances

e. Bin store

- **Size:** 6m² (nominally) store
- **Orientation:** N/a
- **Access:** Provide access to an internal area of general service circulation
- **Function:** To provide general storage for bins required to service the building

8. PATHWAYS

8.1. Shared pathway

- Shared pathway/s are to be constructed through the sports ground to allow cyclists and pedestrians access to the shared pathway system through the adjacent subdivision and adjacent commercial and community facilities.
- The pathway shall be designed in accordance with LMCC Standard Dwg EGSD-301, Austroads Part 6A, AS1428.1, AS1428.4 and shall consider CPTED principles.
- The shared pathway is to be 3.0 metres wide and constructed from reinforced concrete. Clearances shall be in accordance with Austroads guides and AS1428 requirements for levels on ground adjacent paths and the pathway shall have good sightlines and legibility.
- Any pathways to be located outside any safety zones around the sporting fields
- All relevant cycleway signage (including LMCC regulatory signage) and furniture shall be included in the design documentation and construction. Signage design and layout in accordance with the Lake Macquarie Signage and Wayfinding guidelines manual
- The design of the pathway must cater for potential overland stormwater flows across and along the pathway. Cross drainage should preferably occur under the cycleway and longitudinal drainage must be controlled to minimise scouring along the edge of the path especially in steeper sections. Permanent erosion controls are to be placed at all drainage discharge points to reduce water velocities and minimise soil erosion.
- Vehicle control is required to prevent unauthorised vehicle access along the pathway in accordance with Austroads guidance. Allowance is required for authorised maintenance vehicles.

8.2. Other pathways

- All pathways (other than the shared pathway) to be 1.5 metres wide with construction specifications in accordance with LMCC standard drawing EGSD-301 Ver 06 Sheet 2 of 3 (Note: the standard drawing refers to a 1.2m width, this pertains to paths in the road footway only. The required width of footpaths within park areas is 1.5m in accordance with the LMCC Landscape design guidelines Section 3 Landscape Design for Public Reserves.)
- Pathways to be disability accessible and logically located to maximise access but minimise path lengths. They should adequately connect key activity areas in the sports ground. Pram ramps are to be provided at gutter crossing points.
- The pathways must be designed to prevent private vehicle access but should allow authorised access for maintenance purposes.

9. SKATE PARK

- A skate park is to be incorporated into the sports ground to provided for a range of skill levels (beginner to intermediate). The skate park is have a construction value of at least \$250,000.00 plus indexaton.
- The skate park should be located at least 20m from any road, and community building and be highly visible to allow a high level of passive surveillance in the park.

- Skate facilities should be located to maximise distance from the nearest residential development.
- Skate park to meet access to premises requirements of AS1428.1-2009
- Skate park design to include pathway linkages into broader sports facility path network and shared path.
- Skate park design to reflect CPTED principles,
- The park is to be designed and constructed by a specialist contractor with a reputation for well-designed facilities. Ensure professionals experienced in skate and BMX design and consultation principles are involved.
 - Undertake consultation consistent with council's community engagement model, particularly the youth engagement model and that young people be provided with the opportunity to input and assist into planning, design, implementation, activation, management, maintenance and evaluation of facilities.
 - Provide two concepts for Council stakeholders to review. Allow for revisions to concepts based on Council feedback.
 - Prepare the revised concepts for community consultation. Documentation to be suitable for presentation to the community via Council's website, with plans and sections and supporting non-technical commentary to explain the designs to the local community.
 - Final design documentation of preferred option to be submitted for Council review and acceptance prior to construction.
 - Allow for revisions based on council feedback at concept , draft and final design phases.
- All materials are appropriate for the location, examples are;
 - Minimum standard on all metal components to be thick wall, hot dip galvanised after fabrication;
 - Concrete surfaces to use galvanised reinforcing bar and reo sheets;
 - Guardrails and fencing barriers to be fitted with kick plate on elevated structures to limit skate boards striking vehicles, pedestrians and other users;
 - Fitting of anti-slide balls or similar in areas adjacent to stairs to avoid injury and any drainage is appropriate to site area (min of 180mm stormwater pipe, catchment pit and grate suitable for skate use); and
 - If fencing is required specifications must be able to withstand vandalism and site-specific elements.
 - Consider linear courses where site constraints are an issue.
 - Allow ample space for run up/landing space at the start/end of elements to reduce chance of conflict.
 - Consider the needs of people of all abilities, ages and gender when planning and designing skate.
 - Consider proximity to playgrounds and other park uses, ensuring adequate separation distance.
 - Use appropriate colouring of the concrete surfaces so that over-painting can be undertaken. Note: some anti-graffiti paints create a slippery surface. Consideration should be given to where anti-graffiti coatings should be applied.

- Infrastructure design and placement should encourage multiple uses and user groups and social interaction. Consider separating beginner – advanced elements and the needs of different user groups.
- Provide 4 x 15amp power outlets in a secure lockable location within the skate park area
- Detailed drainage design by a Hydraulic Engineer to be prepared for the site, ensuring water drains freely from the surfaces. Use of WSUD principles preferred.
- Provide 1 x waste and 1 x recycling enclosure with Bin liners in accordance with LMCC Standard Drawing LSD-Bin-01 at a suitable, serviceable location near the skatepark facility.
- Provide for signage (identification and regulatory) at the skatepark in accordance with Section 11.4 Signage.
- Provide a bubbler within the skate park vicinity. Bubbler to be in accordance with Section 11.3 Taps and Bubblers.
- Provide for amenity landscaping and shade planting provision in accordance with Section 15 Landscape Vegetation.

10. CAR PARKING

- Car parking design (including allowance for disabled parking) to be in accordance with the requirements of LMCC DCP 2014 Part 6 Development in Recreation and Tourist zones.
- Car parking allowance for the sports facility is to be considered independent of any parking provided at neighbouring facilities.
- A main car park should be located to maximise access and use to a broad range of activity areas in the sports ground. Where activity areas are some distance from the main carpark additional carparking spaces (possibly dedicated parking bays) are to be incorporated to service the activity area.
- Excellent passive surveillance is required to reduce the potential for antisocial behaviour.

11. FURNITURE

Typical furniture items are provided below. The make and model of all furniture is to be confirmed with LMCC during detailed design phase.

11.1. Seating/picnic tables

Bench seating and picnic tables (some with shelters) are to be provided adjacent to the skate park and open space area. The seating/table arrangements should encourage interaction between sports ground users.

Seating and table requirements are:

- To be surface mounted on concrete base slabs,

- To be constructed from robust materials fit for purpose. Materials, finishes and coatings shall provide ease of cleaning and graffiti removal.
- To be free from sharp edges and projections.
- To have dimensions compliant with as1428 design for access and mobility suite
- Not to face due west and, if possible, be in shade for the hottest part of the summer day, and
- Seating and tables to be installed in accordance with the manufacturers instructions on a concrete base slab.

11.2. Waste and Recycling

Waste and recycling provision at the facility to be addressed in an operational waste management plan submitted in accordance with LMCC DCP 2014 Part 6 Development in Recreation and Tourist Zones section 4.2 Operational Waste management.

- Locate bins in suitable locations to adequately control rubbish and to allow easy access for Council's maintenance personnel. Enclosures and bin liners to be provided in accordance with LMCC Standard Detail LSD-Bin-01 Provide bin liner at same time as enclosure installation.
- Planning and design should address practical collection sites and space suitable for separation of general waste, commingled recyclables and problem recyclables.
- Allow sufficient clearance to maintain clear paths of travel for circulation around the receptacle installation, including for maintenance cleaning.
- Nominate LMCC as Warrantee

11.3. Taps and Bubblers

Provide taps (key operated 20mm hose tap VP355 by Enware or approved equivalent) for landscape watering purposes:

- Hose tap to finish 600mm above finished ground level. Tap and pipe installation to be bracket fixed to a 65x65 gal post with top cap.
- Provide concrete footing to post to a minimum depth of 400mm below finished surface levels. Footing to finish flush with surrounding ground levels to act as a mowing edge and have a neat, smooth appearance appropriate to visible parkland infrastructure.

Provide wheelchair accessible bubblers. Bubbler requirements are:

- To be cantilever style wheelchair accessible drinking fountain with bottle refill tap.
- To be manufactured from 316 Stainless Steel with an electropolish finish
- To be installed on ground with a maximum gradient of 1 in 50. For sloping sites, design level pads to accommodate level access to bubbler.

- The accessible bubbler must be located adjacent to but connected with the accessible pathway, preferably near the seating area.
- Provide adequate circulation space around the fixture for wheelchair access and pedestrian movement.
- Allow sufficient clearance to maintain clear paths of travel for circulation around the fountain installation, including for maintenance cleaning.
- To have fixings and footings to the manufacturers specification and accepted by the project's Engineer.
- To be installed in accordance with the manufacturer's recommendations.
- To connect to potable water supply.
- To drain to sewer if infiltration not feasible.

The tap and bubbler should be co-located to minimise cost.

11.4. Signage

Provide sports ground signage. Signage requirements are:

- Signage to include identification, regulatory and wayfinding information.
- Signage design and location throughout the facility to be in accordance with the Lake Macquarie Wayfinding and Signage Guidelines Manual.

11.5. Vehicle control

A combination of bollards, fencing and landscape elements should be used to prevent unauthorised vehicle access to the sports ground. The design must provide lockable access/s point/s for maintenance vehicles.

Vehicle control is required to:

- Prevent unauthorised vehicle access to the park and pathways by use of bollards, fencing and landscape elements, and
- Where fencing is installed, provide a concrete mowing strip below, in accordance with mowing strip requirements noted on LMCC standard drawing EGSD-602 ver 05 Exclusion fencing.
- Where bollards are used, bollards shall be constructed from robust materials fit for purpose and have finishes and coatings, that provide ease of cleaning and graffiti removal. Minimum 1000mm high x 100-300mm internal diameter. Provide a securely fitted cap fabricated from the same material as the bollard.
- Provide access for maintenance vehicles by providing a heavy-duty lockable pipe gate in accordance with LMCC standard drawings EGSD-604 ver 03 double swing gate and/or EGSD-603 ver 03 single swing gate.
- Finishes on all materials to maximise corrosion resistance suitable to the intended bollard/fence location.

- Fixings used shall be secure and not easily removed with ordinary tools. Use nylon grommets/sleeves at junctions between stainless steel and other metallic materials to prevent galvanic corrosion.

11.6. Bike Racks

Provide bike racks to service visitors to the main activity areas of the sports ground. Bike rack requirements are:

- To be a circular hoop shape. Dimensions shall allow the frame and both wheels of a bicycle to be locked to the bike racks by chain, cable or U-lock without the need to remove a wheel from the bicycle.
- To be structurally capable of supporting a bicycle and resistant to cutting, bending or breaking.
- To be surface mounted to pavement or concrete slab. Fixings used shall be secure and not easily removed with ordinary tools. Use nylon grommets/sleeves at junctions between stainless steel and other metallic materials to prevent galvanic corrosion
- To be constructed from Grade 304 Stainless steel pipe. Bike racks to be located in an area with good surveillance from the street, easily accessible from the roads and cycle path and clearly visible from entry points.

12. TOILET

Provide modular unisex accessible toilets to service the skate park and open space areas that can be accessed independently to the sports field amenities building. Council's Community Asset Management team to provide details of supplier and model current at time of detailed design.

13. SITE EARTHWORKS

- Proposed earthworks on the site should be minimised and erosion and sediment control must be designed in accordance with Council's Engineering Guidelines.
- Earthworks and the use of retaining walls should be minimised.
- Erosion and sediment control to be designed in accordance with LMCC Erosion and Sediment Control Guidelines
- Batter gradients are to be no steeper than 1V:6H without Council acceptance.

14. STORMWATER DRAINAGE

The design should address stormwater overland flows. Stormwater management systems should be visually unobtrusive and integrated within site landscaping, car parks and structures.

15. LANDSCAPE VEGETATION

15.1. Proposed Landscape Planting

- The consultant shall refer to Council's guidelines – LMCC Landscape Design Guidelines Section 3.0 Design for Public Reserves, Section 8 planting design and Section 9.0 Design for bushland protection.

- Planting should be designed to provide shading around key activity locations (including the any seating location/s, skate park, car park) and general amenity planting. Selected species must not tend to drop branches, be toxic/poisonous nor have a root systems that affect any pavements, structures or pathways.
- The planting design must consider LMCC Crime Prevention Through Environmental Design (CPTED) Guideline. If trees are to be planted in turf areas they should be grouped in clumps to minimise interference with mowing operations.
- All areas disturbed by the works to be rehabilitated using appropriate native plant species.
- Timber edging shall be in in accordance with LMCC Standard drawing LSD-EDG-01
- The interface between turfed areas and amenity planting and/or mulched areas is to have a suitable edge. Timber edging to be in accordance with LMCC standard drawing LSD-EDG-01 ver 02.
- The interface between turf and remnant bushland shall be separated by pathways. Where the design cannot achieve this, provide a concrete mowing strip and mulch buffer zone of 1.5m to prevent mowing encroachment and herbicide spray drift impacts within remnant bushland.

15.2. Planting Establishment

- A plant establishment period of 52 weeks is required (from the date of practical completion) for all proposed landscape plantings and turf areas. Throughout the establishment period the landscape contractor will be required to carry out all mowing, watering, weeding, rubbish removal, pest and disease control, fertilizing, returfing, replanting, staking and tying, pruning, mulch reinstatement, renovating, top dressing and generally keeping the site neat and tidy.
- A Landscape Compliance Report, a Landscape Rectification Report and an Asset Handover Report will be undertaken in consultation with Council representatives in accordance with the LMCC Landscape Design Guidelines sections 2.6-2.8. to verify that the park has been constructed and maintained according to the plans and documentation provided

15.3. Existing vegetation

- Where possible existing areas of native vegetation are to be retained and incorporated into the design of the park.
- Existing trees must be assessed for soundness and potential limb drop hazard before locating play areas and park furniture etc in close proximity. The consultant shall engage a suitably qualified and experienced Arborist (Diploma of Horticulture (Arboriculture) equal to AQF Level 5) to carry out the assessment and also provide documented recommendations for tree management. Refer to the LMCC Landscape Guidelines (Revision 01) Section 9.2 for a list of problematic species.
- All areas of native vegetation (both trees and grass) not affected by the proposed construction works are to be protected from construction vehicles, materials and activities by the erection of temporary fencing and all contractors are to be advised of all protection areas in accordance with AS 4970 Protection of Trees on Development Sites

16. SITE CLEAN UP

- At the completion of the construction works all rubbish including any existing building waste, construction debris and any excess fill is to be removed and disposed of at a licenced waste facility.
- There shall be no infestation of recognised weed species present on handover of site to Council.

17. MAINTENANCE

- Turf areas are to be designed to enable tractor mowing (minimum clearances of 4 metres required between obstacles) and minimise hand mowing and edge trimming.
- Materials used in the sports ground must be robust and able to withstand weathering, graffiti and physical damage.

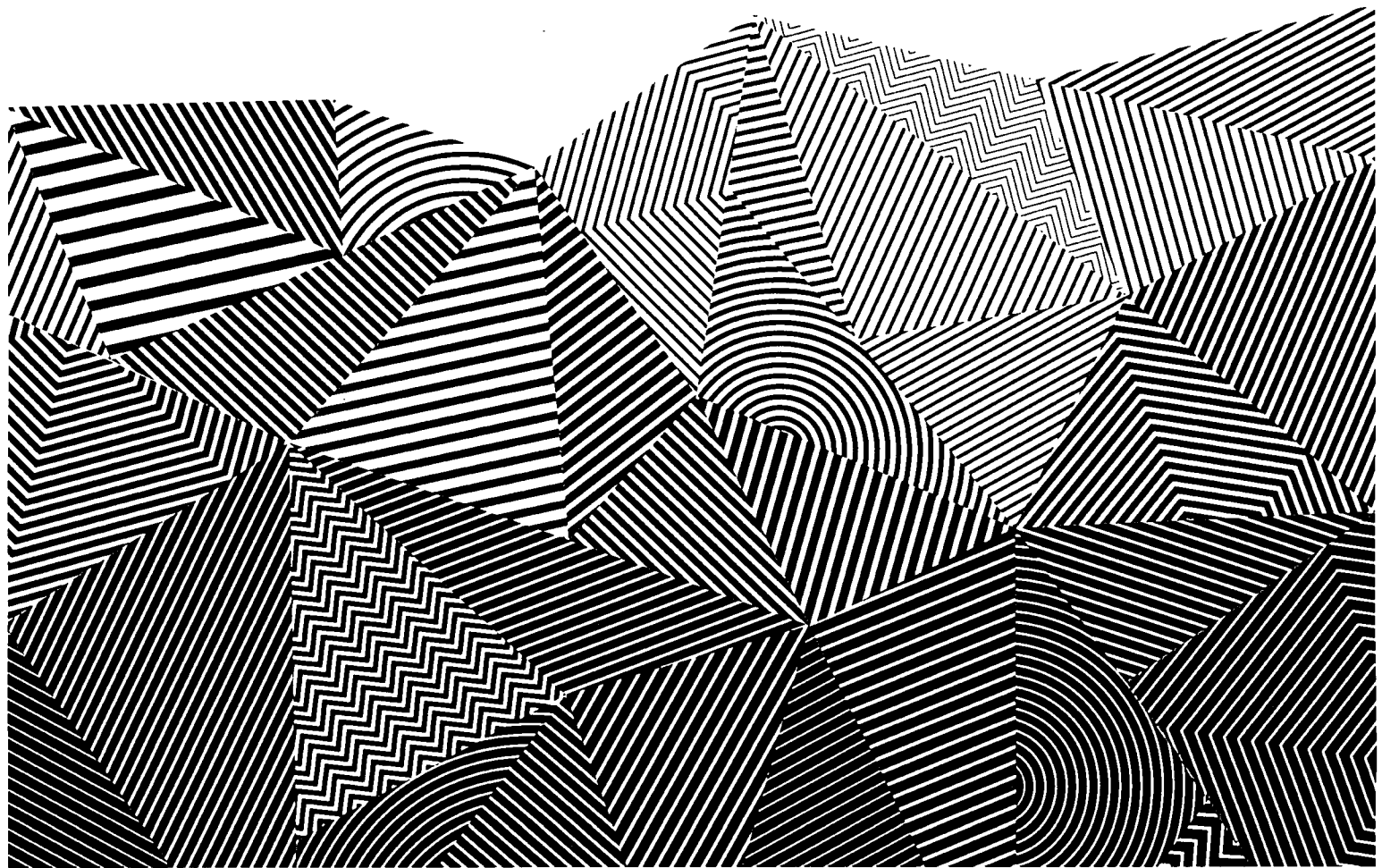


DESIGN SPECIFICATION

DOG EXERCISE AREA

NORTH COORANBONG

15 FEBRUARY 2021



LMCC Ref: D09994993

Disclaimer

Lake Macquarie City Council has made reasonable effort to ensure that the information contained in this document was current and accurate at the time the document was created and last modified. The Council makes no guarantee of any kind, and no legal contract between the Council and any person or entity is to be inferred from the use of or information in this document.

The Council gives no warranty and accepts no responsibility for the accuracy or completeness of the information. No user should rely on the information, but instead should check for confirmation with the originating or authorising body. The Council reserves the right at any time to make such changes as it deems appropriate to that information.

Any links to external web-sites and/or non-Lake Macquarie City Council information provided in this document are provided as courtesy. They should not be construed as an endorsement by Lake Macquarie City Council of the content or condition or views of the linked materials.

Copyright © 2020 Lake Macquarie City Council

This document and its contents are subject to copyright under the laws of Australia and, through international treaties, other countries. The copyright information and materials in this document are owned by the Lake Macquarie City Council although the copyright in some materials incorporated within this document may be owned by third parties.

You are permitted to print extracts of this information and materials for your personal use only. None of this material may be used for any commercial or public use. You must not modify the copy from how it appears in this document and you must include the copyright notice "© 2002 Lake Macquarie City Council" on the copy.

You must not otherwise exercise the copyright in the whole or any part of this document for any other purpose except with the written permission of the Council or as expressly permitted by statute.

Department Name: Asset Management – Community Assets

Lake Macquarie City Council
126-138 Main Road Speers Point, NSW 2284
Box 1906, Hunter Region Mail Centre, NSW 2310

Telephone: 02 4921 0333
email: enquiries@lakemac.nsw.gov.au
Internet: www.lakemac.com.au

Contents

1.	Background.....	4
2.	Location	4
3.	Design of the Dog exercise area	4
4.	Design compliance.....	5
5.	Outputs	5
6.	Turf area	6
7.	Fencing and gates.....	6
8.	Pathways	7
9.	Furniture	8
10.	Landscape Vegetation	10
11.	Site Earthworks.....	11
12.	Stormwater Drainage	11
13.	Site clean up	12
14.	Maintenance	12

1. Background

A new urban release area is proposed north of the township of Cooranbong. The development has the Olney State Forest and Bushland Road to its western boundary and a small connection to Freemans Drive, north of the Cooranbong town centre.

A number of facilities are required to provide for the new population including a dog exercise area to be provided within the development site.

This specification sets out standards and documentation requirements relating to the development of an off-leash dog exercise area. The purpose of this document is to give sufficient information for a detailed submission for the design and construction of the dog exercise facility. The brief outlines Councils intentions however, the final requirements may vary as a result of development consent and associated conditions

2. Location

The dog exercise area is to be provided at the On-Site Sports Facility identified as Item 3a in the Contributions Schedule.

- This concept layout is in sketch form only, and is subject to the preparation of a detail design, review and approval by Council,
- The enclosed dog-off leash exercise area is to be located in the north-west area of the park as indicated on the sketch located at the end of this document,
- A minimum area of 5,000m² is to be enclosed, with indicative dimensions of 100m x 50m,
- The enclosed dog-off leash exercise area fence is not to connect to adjoining areas and an ample buffer between this facility, the sport ground and skate park is required.
- Perimeter fencing, entrances, furniture and signage of the enclosed dog-off leash exercise area is to comply with LMCC Dog exercise area standards procedure and design specifications
- Current footpaths on the sketch are to be realigned between the amenities/community centre sportsground and proposed enclosed dog-off leash exercise area to provide connection to skate park and other areas of the site.

The site is required to have the following:

- Turf off-leash activity area, and
- Dog exercise equipment, and
- Fencing, and
- Pathways, and
- Park furniture - seats, shelter, maintenance tap, tap and bubbler, bike racks, waste and recycling bins and park sign, and
- Landscaping

3. Design of the Dog exercise area

The area must:

- Be aesthetically appealing, and
- Encourage social interaction, and
- Provide a safe environment, and
- Respond appropriately to the site context, and
- Be accessible for all. Provide pathway connections to the sports facility and shared path network, with pram/wheelchair ramps, connecting to seating with space for beside seat for wheelchairs/prams, and
- Be designed to be low maintenance and constructed from readily available materials and finishes, and
- Retain significant trees, where possible, and
- Provide an appropriate buffer around habitat/senescent trees. Pathways and park furniture should not be located in the fall zone of these trees.

The designer is to:

- Include pathway/shared pathway connections to and through the dog exercise area, and
- Undertake a design risk assessment, and
- Consider Water Sensitive Urban Design (WSUD), particularly in relation to water quality of storm water flows from the dog exercise area and facilitating watering of high wear turf areas and landscape areas.

4. Design compliance

Ensure design and delivery comply with relevant standards, including but not limited to:

- Ausroads Guide to Road Design Part 6A: Paths for Walking and Cycling
- Australian Standards AS1428. Design for Access and Mobility Set
- LMCC Crime Prevention Through Environmental Design
- (CPTED) Guideline, and
- LMCC Landscape Design Guidelines
- LMCC Engineering Design Guidelines
- LMCC Standard Drawings
- Lake Macquarie City Signage and Wayfinding Guidelines Manual
- Lake Macquarie Development Control Plan 2014 - Revision 24 Part 6 – Development in Recreation and Tourist Zones (March 2020) - Section 3.14- Landscape category 3
- Lake Macquarie Development Control Plan 2014 - Revision 24 Part 6 – Development in Recreation and Tourist Zones (March 2020) - Section 3.21 Non-discriminatory access and Section 3.22 Safety and Security
- AS1725 Chain link fabric fencing
- AS2890.3- Bicycle Parking
- AS4586- Slip resistance classification of new pedestrian surface materials

- AS4970-2009 Protection of trees on development sites (Reconfirmed 2020)

5. Outputs

The documentation shall be in accordance with the requirements of LMCC Landscape Design Guidelines Rev 3 (2019) and shall include all details and specifications required to provide a complete standalone set of construction documentation. Council will not accept plans that refer to other documentation (e.g. 'as per LMCC standard detail').

Requirements include but are not limited to the following:

- Concept design/masterplan, site analysis plan, cross-section/s
- Construction documentation, including all plans, details, specifications, planting schedule
- Lodgement of Development Application / Construction Certificate, if required, (and all reports as required by Development Assessment and Compliance)
- Arborist Report (minimum AQF 5) - tree assessment
- A Landscape Compliance Report, a Landscape Rectification Report and an Asset Handover Report will be undertaken in consultation with Council representatives in accordance with the LMCC Landscape Design Guidelines sections 2.6-2.8 to verify that the park has been constructed and maintained according to the plans and documentation provided.
- A maintenance plan (submitted prior to practical completion).

6. Turf area

A level grassed area should be provided for dog off-leash activity. Turf requirements are:

- Turf variety to maximise year-round growth to suit the anticipated high year-round traffic. Nominated species: Kikuyu, unless otherwise specified.
 - The maximum gradient of any turf area is to be 1:6 to enable mowing.
 - Turf growing medium to be 150 mm depth. Turf growing medium to be either:
 - The existing topsoil and subgrade tested (in-situ or stockpiled) by an appropriate soil laboratory and soil scientist recommendations for ameliorations to render soils fit for purpose to be included in construction specifications.
- Or
- Imported topsoil shall comply with AS 4419 and be free draining sandy loam free of weeds, refuse and toxic material, have at least 5% organic content by mass, and have a pH between 6.5 and 7.5
- All turf areas to be fertilised with turf starter with a N:P:K ratio equal to 12:22:0 and watered well.
 - The interface between turfed areas and amenity planting and/or mulched areas is to have a suitable edge. Timber edging to be in accordance with LMCC standard drawing LSD-EDG-01 ver 02.

- The interface between turf and remnant bushland shall be separated by pathways. Where the design cannot achieve this, provide a concrete mowing strip and mulch buffer zone of 1.5m to prevent mowing encroachment and herbicide spray drift impacts within remnant bushland.

7. Fencing and gates

Provide fencing to the perimeter of the entire dog exercise area. Fencing layout, design and construction should address risks identified in the design risk assessment in accordance.

Fencing requirements are:

- 1.5-1.8m high post and mesh fencing with top and bottom pipe rail and central support cable (height to be confirmed once final design is completed).
- Provide a double gate entry to prevent dogs escaping while others are arriving. The entire ground surface at site entry gates to be concreted to facilitate wear, and entry pavement to be connected to and constructed in accordance with facility pathways.
- Provide max 75mm clearance between bottom of fence mesh and finished surface level.
- Fencing assembly compliant with AS1725 Chain link fabric fencing.
- Posts: CH5 50NB (60.3mm OD, 3.6mm thick) hot dipped galvanised steel and cap, loop latch and gate chains.
- Mesh: Heavy duty PVC coated wire mesh. Pitch 50mm and dia. 3.15mm (internal), dia 4.15 (external) wire.
- Provide gate bracing, hinges, fixings and magnetic safety latch to enable gates to be self-closing.
- Provide access for maintenance vehicles by providing a heavy-duty lockable pipe gate in accordance with LMCC standard drawings EGSD-604 ver 03 double swing gate and/or EGSD-603 ver 03 single swing gate.
- Ensure fencing follows landform profiles, minimise fence panel stepping.
- Provide a concrete mowing strip below, in accordance with mowing strip requirements noted on the standard drawing EGSD-602.
- Provide access for maintenance vehicles by providing a heavy-duty lockable pipe gate in accordance with LMCC standard drawings EGSD-604 ver 03 double swing gate and/or EGSD-603 ver 03 single swing gate.
- Finishes on all materials to maximise corrosion resistance suitable to the intended bollard/fence location.
- Fixings used shall be secure and not easily removed with ordinary tools. Use nylon grommets/sleeves at junctions between stainless steel and other metallic materials to prevent galvanic corrosion.
- A 6m high protective screen is required to be located behind the sportsground goal posts to prevent balls entering the proposed enclosed dog-off leash exercise area and skate park.

8. Pathways

Provide a pathway (1.5m wide) linking the entry road and shared path network to the dog exercise area.

The pathway is to:

- Be constructed in accordance with the specifications in LMCC standard drawing EGSD-301 Ver 06 Sheet 2 of 3 (Note: the standard drawing refers to a 1.2m width, this pertains to paths in the road footway only. The required width of footpaths within park areas is 1.5m in accordance with the LMCC Landscape design guidelines Section 3 Landscape Design for Public Reserves.), and
- Incorporate node points where appropriate to locate seating, and
- Provide for good sight lines and landscaping should ensure visibility, and
- Provide a 0.5 metre clearance either side of the pathway free of any obstacles, and
- Be disability accessible and located to maximise access but to minimise path lengths. Pram ramps in accordance with LMCC standard drawing EGSD-102 Ver 04 Sheets 2 and 3 are to be provided at gutter crossing points, and
- Be designed to prevent unauthorised vehicle access, and

The pathway must be designed to address overland stormwater flow along and across the pathway. Cross drainage should be located under the pathway and longitudinal drainage controlled to minimise scouring along the edge of the pathway.

Permanent erosion controls are to be placed at all drainage discharge points to reduce water velocities and minimise erosion.

The pathway may be used to provide a separation between the developed park area and existing bushland to be retained.

9. Furniture

Materials used in the dog exercise area must be robust and able to withstand weathering, graffiti and physical damage. All furniture is to be installed according to manufacturer's specification.

9.1 Seating and shelter

Seating requirements are:

- Provide a minimum of two bench seats to be surface mounted on concrete base slabs,
- Provide an accessible picnic table setting, surface mounted to concrete slab, with shelter structure provided over.
- To be constructed from robust materials fit for purpose. Materials, finishes and coatings shall provide ease of cleaning and graffiti removal.
- To be free from sharp edges and projections.
- To have dimensions compliant with AS1428 Design for Access and Mobility Suite

- Not to face due west and, if possible, be in shade for the hottest part of the summer day.
- Collect roof water from shelter and direct to site stormwater collection for re-use (if applicable) or discharge to an on-site stormwater disposal trench. Disposal trench constructed in accordance with LMCC standard drawing EGSD-407 Ver 01.

9.2 Tap

- Provide one key operated 20mm hose tap (Enware VP355, or approved equivalent) for landscape watering purposes.
- Hose tap to finish 600mm above finished ground level. Tap and pipe installation to be bracket fixed to a 65x65 gal post with top cap.
- Provide concrete footing to post to a minimum depth of 400mm below finished surface levels.
- Footing to finish flush with surrounding ground levels to act as a mowing edge and have a neat, smooth appearance appropriate to visible parkland infrastructure.

9.3 Tap and Bubbler

- One wheelchair accessible bubbler to be provided. Requirements are:
 - To be cantilever style wheelchair accessible drinking fountain with bottle refill tap, spring loaded tap and 1 x dog bowl attachment.
 - To be manufactured from 316 Stainless Steel with an electropolish finish
 - To be installed on ground with a maximum gradient of 1 in 50. For sloping sites, design level pads to accommodate level access to bubbler.
 - To have fixings and footings to the manufacturers specification and accepted by the project's Engineer.
 - To be installed in accordance with the manufacturer's recommendations.
 - To connect to potable water supply.
 - To drain to sewer if infiltration not feasible.
- The tap and bubbler should be co-located to minimise cost.
- The accessible bubbler must be located adjacent to but connected with the accessible pathway, preferably near the seating area.
- Provide adequate circulation space around the fixture for wheelchair access and pedestrian movement.
- Allow sufficient clearance to maintain clear paths of travel for circulation around the fountain installation, including for maintenance cleaning.

9.4 Park Sign

- Provide fabrication and installation of one standard LMCC Public Reserve identification and regulatory sign type ID3A.02 in accordance with in accordance with the LMCC Signage and Wayfinding Guidelines manual.
- Sign to be located at the gated entry to the dog exercise area.

9.5 Waste and Recycling

- Provide 1 x 240 litre mobile waste bin and 1 x 1 x 240 litre mobile Recycling Bin conforming to AS4123.1

- Provide 1 x dog waste bag dispenser, fixed to fence structure in vicinity of bin locations or to bin post security stand.
- Install bins on a concrete base (1600 x 700mm preferred allowance) fixed to a dual gal.post security stand. LMCC. Waste Services team to provide detail requirements for post stand.
- Locate bins with consideration to practical collection sites at site entry. Allow sufficient clearance to maintain clear paths of travel for circulation around the installation, including for maintenance cleaning

Location of waste and recycling bins to be accepted by LMCC Waste Services prior to installation.

9.6 Bike Rack

Provide bike racks:

- To be accessed from the site path network, and
- Located in an area with good surveillance by the public, and
- Clearly visible from the entrance to the dog exercise area.

Bike rack requirements are:

- To be a circular hoop shape. Dimensions shall allow the frame and both wheels of a bicycle to be locked to the bike racks by chain, cable or U-lock without the need to remove a wheel from the bicycle.
- To be structurally capable of supporting a bicycle and resistant to cutting, bending or breaking.
- To be surface mounted to pavement or concrete slab. Fixings used shall be secure and not easily removed with ordinary tools. Use nylon grommets/sleeves at junctions between stainless steel and other metallic materials to prevent galvanic corrosion
- To be constructed from Grade 304 Stainless steel pipe

10. Landscape Vegetation

The park landscaping must:

- Address sun-safe issues by providing shade tree planting and to provide shade for seating, and
- Address community safety and CPTD principles, and
- Avoid the use of known branch dropping species or species with large cones, and
- Avoid the use of any species known to be toxic or poisonous, and

The park landscaping must be designed to be **low maintenance**:

- Refer to Council's guidelines – Landscape Design Guidelines (DCP1) (Revision 01) Section 4.0 Landscape Standards for Public Reserves, Section 9.2 Planting Guidelines and Section 9.3 Bushland Protection.

- Avoid placement of furniture, fencing, trees and other mowing obstacles within lawn areas, and
- Providing concrete edging around all planted areas, and
- Avoid areas requiring hand mowing wherever possible, and
- Use plant species that are hardy, drought or fire resistant, where possible, and
- Consider the roots of trees at maturity. Position trees so that the roots of trees at maturity do not lift pathways.
- Planting to consider the canopy size of mature trees and allow for adequate spacings.
- Selected species must not have a tendency to drop branches, be toxic/poisonous and have a root system that affects any soft fall areas or pathways.
- The planting design must consider CPTED principles.
- Where possible, trees and plantings should be within garden beds with suitable hard edging and mulch. If trees are to be planted in turf areas they should be grouped in clumps to minimise interference with mowing operations.
- All areas of existing vegetation that are nominated to be retained and are disturbed by the works are to be rehabilitated using appropriate native plant species.

10.1 Existing Vegetation

- Areas of native vegetation may be retained and incorporated into the park provided all other requirements have been achieved.
- Existing trees must be assessed for soundness and potential limb drop hazard before siting play equipment and park furniture etc in close proximity. The consultant shall engage a suitably qualified and experienced arborist (Diploma of Horticulture (Arboriculture) equal to AQF Level 5) to carry out the assessment and also provide documented recommendations for tree management. Refer to the LMCC Landscape Guidelines (Revision 01) Section 9.2 for a list of problematic species. A copy of the arborist report is required to be submitted to council.
- All areas of native vegetation (both trees and grass) not affected by the proposed construction works are to be protected from construction vehicles, materials and activities by the erection of temporary fencing and all contractors are to be advised of all protection areas.
- All trees or areas of vegetation selected to be retained that are disturbed by the works to be rehabilitated using appropriate native plant species.
- The interface between turf and remnant bushland shall be separated by pathways. Where the design cannot achieve this, provide a concrete mowing strip and mulch buffer zone of 1.5m to prevent mowing encroachment and herbicide spray drift impacts within remnant bushland.

10.2 Planting Establishment

A plant establishment period of 52 weeks is required, from the date of practical completion, for all plantings and turf areas. Throughout the establishment period the landscape contractor will be required to carry out all mowing, watering, weeding, pest

and disease control, fertilising, returfing, replanting, staking and tying, pruning, mulch reinstatement, top dressing and rubbish removal.

10.3 Weeds

There shall be no infestation of recognised weed species present on handover of site to Council.

10.4 Rubbish

All rubbish, both existing and as a result of the development of the park (including construction, tree debris, any excess fill), must be removed from the park site.

11. Site Earthworks

Earthworks and the use of retaining walls should be minimised. Erosion and sediment control to be designed in accordance with LMCC Erosion and Sediment Control Guidelines. Batter gradients are to be no steeper than 1V:6H without Council acceptance.

12. Stormwater Drainage

The design should address stormwater overland flows. Stormwater management systems should be visually unobtrusive and integrated within site landscaping, car parks and structures.

13. Site clean up

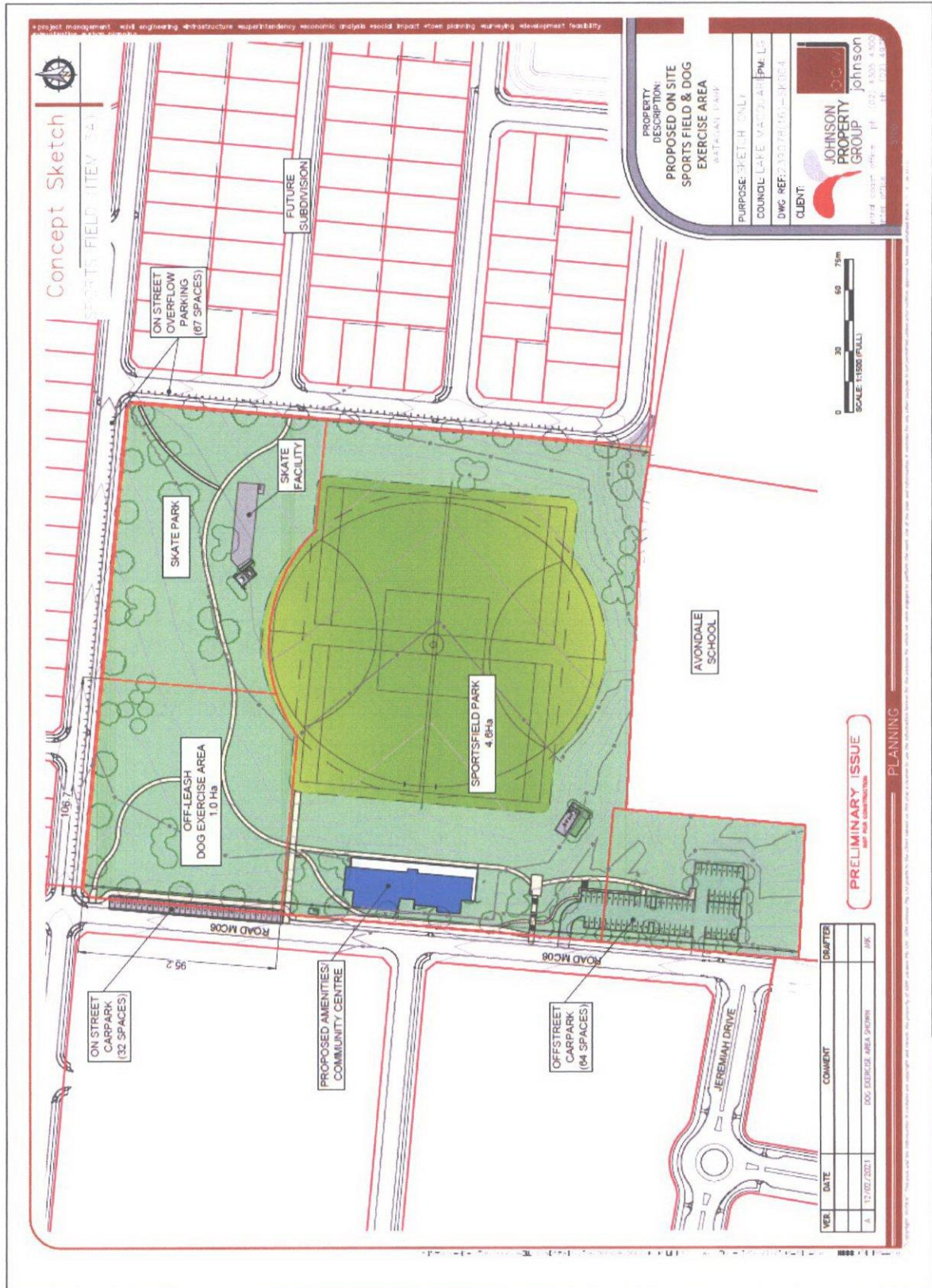
At the completion of the construction works all rubbish including any existing building waste, construction debris and any excess fill is to be removed and disposed of off site.

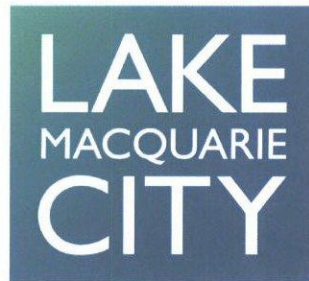
There shall be no infestation of recognised weed species present on handover of site to Council.

14. Maintenance

Turf areas are to be designed to enable tractor mowing (minimum clearances of 4 metres required between obstacles) and minimise hand mowing and edge trimming.

Materials used in the dog park must be robust and able to withstand weathering, graffiti and physical damage.





DESIGN SPECIFICATION

LOCAL PARKS NORTH + SOUTH NORTH COORANBONG

15 February 2021



LMCC Ref: D09994995

Disclaimer

Lake Macquarie City Council has made reasonable effort to ensure that the information contained in this document was current and accurate at the time the document was created and last modified. The Council makes no guarantee of any kind, and no legal contract between the Council and any person or entity is to be inferred from the use of or information in this document.

The Council gives no warranty and accepts no responsibility for the accuracy or completeness of the information. No user should rely on the information, but instead should check for confirmation with the originating or authorising body. The Council reserves the right at any time to make such changes as it deems appropriate to that information.

Any links to external web-sites and/or non-Lake Macquarie City Council information provided in this document are provided as courtesy. They should not be construed as an endorsement by Lake Macquarie City Council of the content or condition or views of the linked materials.

Copyright © 2020 Lake Macquarie City Council

This document and its contents are subject to copyright under the laws of Australia and, through international treaties, other countries. The copyright information and materials in this document are owned by the Lake Macquarie City Council although the copyright in some materials incorporated within this document may be owned by third parties.

You are permitted to print extracts of this information and materials for your personal use only. None of this material may be used for any commercial or public use. You must not modify the copy from how it appears in this document and you must include the copyright notice "© 2002 Lake Macquarie City Council" on the copy.

You must not otherwise exercise the copyright in the whole or any part of this document for any other purpose except with the written permission of the Council or as expressly permitted by statute.

Department Name: Asset Management – Community Assets

Lake Macquarie City Council
126-138 Main Road Speers Point, NSW 2284
Box 1906, Hunter Region Mail Centre, NSW 2310

Telephone: 02 4921 0333
email: enquiries@lakemac.nsw.gov.au
Internet: www.lakemac.com.au

Contents

1.	BACKGROUND	4
1.1.	Local Park – North.....	4
1.2.	Local Park - South.....	4
2.	DESIGN CRITERIA.....	5
2.1.	Cultural Art Project.....	5
2.2.	Site Dimensions of a Local Park.....	5
2.3.	Design of the Parks.....	5
3.	DESIGN COMPLIANCE.....	6
4.	DESIGN OUTPUTS	7
5.	PLAY AREA	7
5.1.	Play Equipment.....	8
5.2.	Softfall.....	9
5.3.	Edging/ borders/ retaining walls	9
5.4.	Playground fencing	10
6.	PATHWAYS.....	10
7.	PARK FURNITURE.....	10
7.1.	Seating.....	11
7.2.	Tap	11
7.3.	Tap and Bubbler	11
7.4.	Park Sign	12
7.5.	Waste and Recycling	12
7.6.	Bike Rack.....	12
7.7.	Half Basketball Court	13
8.	VEHICLE CONTROL	14
9.	KICK-ABOUT AREA	14
9.1.	Grassed area	15
10.	EARTHWORKS	15
11.	STORMWATER DRAINAGE.....	15
12.	PARK VEGETATION	16
12.1.	Proposed Landscape Planting	16
12.2.	Planting Establishment.....	17
12.3.	Existing Vegetation	17
12.4.	Weeds.....	17
13.	SITE CLEAN-UP	17
14.	MAINTENANCE.....	18

1. BACKGROUND

A new urban release area is proposed north of the township of Cooranbong. The site has the Olney State Forest and Bushland Road to its western boundary and a small connection to Freemans Drive, north of the Cooranbong town centre.

A number of facilities are required to provide for the new population including two local parks to be provided within the development site. Local parks are to be provided to serve the northern and southern portion of the development site. A neighbourhood park is to be located to the east of the development site. This design specification outlines the requirements for the two local parks.

This design specification is for the purpose of producing designs for the proposed local parks. Plans to construction detail, a technical specification and engineering drawings are required to be prepared. The purpose of this brief is to give sufficient information for a detailed submission for the design, construction and equipment of the below listed facilities. The brief outlines Councils intentions for the specified facilities however, the final requirements may vary as a result of development consent and associated conditions.

1.1. Local Park – North

This park will cater for the residents located to the north-western portion of the site. The site is required to have the following:

- Play equipment, and
- Half basketball court, and
- Grassed kick-about area, and
- Pathways, and
- Park furniture - two bench seats, and one tap and bubbler, one maintenance tap, bike racks, waste and recycling bins and park sign
- Landscaping and vehicle control.

1.2. Local Park - South

This park will cater for the residents located to the southern portion of the site. Sheds are/were located on the land. Depending upon the location of the park and the past land use, contamination testing and remediation of the site may be required prior to the dedication of the land to Council. The local park shall have the following:

- Play equipment, and
- Grassed kick-about area, and
- Pathways, and
- Park furniture - two bench seats, and one tap, bike rack, waste and recycling bins and park sign, and
- Landscaping and vehicle control.

2. DESIGN CRITERIA

2.1. Cultural Art Project

- A community cultural art project must be investigated and delivered as a component of this project and incorporated into the overall design of each park.
- This component must be a quality project that is valued at 2% of the total project value.
- The objectives of the art project must be agreed through consultation with LMCC project team staff and the community.

2.2. Site Dimensions of a Local Park

The park shall:

- For local park north, be a minimum area of 11,000m² or 1.1 hectares, and
- For local park south, be a minimum area of 5,000m² or 0.5 hectares, and
- Be squarish in configuration with equal distances on each site boundary, and not comprise acute angles, and
- Have a maximum slope not exceeding 5%, and
- Have road frontage bounded on three sides with low traffic streets, and
- Have a street frontage of 200 metres, and
- Have houses overlooking or fronting onto the park, and
- Have no back fences restricting surveillance.

Where possible:

- Each household should be within 500 metres of open space of at least 0.5 ha.

2.3. Design of the Parks

The parks must:

- Be aesthetically appealing, and
- Encourage social interaction, and
- Be accessible for all, eg. pathways to play area, with pram/wheelchair ramps, connecting to seating with space for beside seat for wheelchairs/prams, and
- Be designed to be low maintenance and constructed from readily available materials and finishes, and
- Retain significant trees, where possible, and
- Provide an appropriate buffer around habitat/senescent trees. Play equipment, pathways and park furniture should not be located in the fall zone of these trees.

The designer is to:

- Include cycleway connections to and through the park, and
- Undertake a design risk assessment, and
- Avoid the use of Copper Chrome Arsenate (CCA) treated timber within the park, for play equipment, edging, picnic tables, decking, handrails and the like, and
- Avoid the use of known branch dropping species, and
- Create a unique sense of place for the new parks. Landscape themes could include paving details, colours, blasted motifs, vertical elements, structures, colours, shapes and textures.

3. DESIGN COMPLIANCE

Ensure design and delivery comply with relevant standards, including but not limited to:

- Austroads Guide to Road Design Part 6A: Paths for Walking and Cycling
- Everyone Can Play Guidelines
- LMCC Crime Prevention Through Environmental Design (CPTED) Guideline
- LMCC Landscape Design Guidelines
- LMCC Engineering Design Guidelines
- LMCC Standard Drawings
- Lake Macquarie City Signage and Wayfinding Guidelines Manual
- Lake Macquarie Development Control Plan 2014 - Revision 24 Part 6 – Development in Recreation and Tourist Zones (March 2020) - Section 3.14- Landscape category 3
- Lake Macquarie Development Control Plan 2014 - Revision 24 Part 6 – Development in Recreation and Tourist Zones (March 2020) - Section 3.21 Non-discriminatory access and Section 3.22 Safety and Security
- Statewide Mutual - Playgrounds - Best Practice Manual - Version 5 - January 2020

- AS1428.Design for Access and Mobility Set
- AS2890.3- Bicycle Parking;
- AS4586- Slip resistance classification of new pedestrian surface materials
- AS 4422:2016: Playground surfacing - Specifications, requirements and test method
- AS 4685 SET:2014: Playground equipment and surfacing Set
- AS4970-2009 Protection of trees on development sites (Reconfirmed 2020)

4. DESIGN OUTPUTS

The documentation shall be in accordance with the requirements of LMCC Landscape Design Guidelines Rev 3 (2019) and shall include all details and specifications required to provide a complete standalone set of construction documentation. Council will not accept plans that refer to other documentation (e.g. 'as per LMCC standard detail').

Requirements include but are not limited to the following:

- Concept design/masterplan, site analysis plan, cross-section/s
- Two certified playground design layouts from an approved manufacturer
- Construction documentation, including all plans, details, specifications, planting schedule
- Softfall certification for compliance with Australian Standards
- Lodgement of Development Application / Construction Certificate, if required, (and all reports as required by Development Assessment and Compliance)
- Arborist Report (minimum AQF 5) - tree assessment
- A Landscape Compliance Report, a Landscape Rectification Report and an Asset Handover Report will be undertaken in consultation with Council representatives in accordance with the LMCC Landscape Design Guidelines sections 2.6-2.8. This is to verify that the park has been constructed and maintained according to the plans and documentation provided.
- Playground safety inspection at design finalisation and at post-installation. in accordance with the standard.
- A maintenance plan for playground and softfall area (submitted prior to practical completion).

5. PLAY AREA

The play area includes the play equipment, softfall, edging and required fall zones.

The play area is to be located:

- A minimum of 15 metres from the boundary of a residential block, (where possible, 20 metres is recommended), and
- A minimum of 20 metres from the curb line of a local or collector road, and
- A minimum of 30 metres from the curb line of a distributor road, and
- At least 20 metres from identified habitat trees or ecologically significant trees.

The play area is to be designed to have:

- Playground design to be in accordance with Statewide Mutual Best Practice design manual. Locate the playground with good visibility from the street frontage and surrounding residences.
- Play equipment to be located to consider safer by design principles, accessibility, proximity to roads, the location of other park facilities and shade.
- Provide natural shade opportunities, either through retention of existing shade or installation of new trees. Ensure shade does not make an area uncomfortable, slippery and cold in winter
- Have appropriate distance between structures eg. play equipment, edging and furniture (refer to the Australian Standards), and
- All park furniture and landscaping to be outside of fall zones. Locate park benches to provide suitable supervision of play equipment. If a bubbler is required, locate adjacent to play area, set off circulation paths.
- Appropriate distance from existing hazards identified through the design risk assessment. Fencing may be required as a means to reduce risks, and
- Consideration should be given to overland flow, and the playground should not be in a zone impacted by site drainage. Adequate site drainage is required.
- Maintenance access to the equipment, surfacing, vegetation and other features.

A maintenance plan for the playground and soft fall area shall be submitted to Council at the completion of the project.

5.1. Play Equipment

Where provided, the play equipment is to:

- Be designed for children aged between 4-10 years, and
- Be supplied to a minimum budget of \$35,000.00, plus indexation in accordance with Section 3 Schedule 2 of the Voluntary Planning Agreement, and
- Provide fun activities that stimulate, challenge and maximise a child's development, and
- Provide for skill development, and
- Be different, not replicated in nearby play areas, and
- The equipment must provide high play value with a range of activities that encourage the user's physical, social, emotional and cognitive development. Activities/skills could include: climbing, sliding, rocking, swinging, spinning, balancing, fine motor skills, fantasy, cognitive and social/emotional skills. (Note: reliance on simple step/deck type play structures to provide for all activities/skills will not be acceptable to Council).
- The designer shall provide a minimum of two certified playground design layouts from an approved manufacturer submitted for acceptance by Council prior to the detailed design stage. The designer must provide adequate details (model numbers, sketches/photos etc) of the proposed equipment and the arrangement of the equipment at the concept design stage. Ensure that the proposed play

equipment is not replicated in nearby play areas. All equipment shall be installed in accordance with the manufacturer's instructions.

- Completed equipment and softfall installations must be independently tested and certified to comply with AS4422 and AS4685. Proof of the certification must be supplied to Council.
- The spacing of equipment and the distance to any edging or furniture/structures shall be in accordance with the relevant Australian Standard.
- Equipment that utilises recycled materials and meets the required performance specifications should be considered, provided longevity, robustness and maintenance are not compromised.

5.2. Softfall

For local parks loose organic softfall is recommended.

The designer shall provide specifications and details of softfall surfacing and edge treatment for Council acceptance prior to design being issued for construction.

Soft-fall requirements are:

- Bark mulch loose-fill organic Impact attenuating surface in accordance with AS4685.0:2017, to a minimum depth of 300 mm, is to be placed within defined edge treatment. The depth of the softfall depends on fall heights. Refer to the relevant Australian Standards, and
- Rubberised softfall areas (using Ethylene propylene diene monomer rubber - EPDM) are required in high scuff areas (approximately 1mx1m at the bottom of slides and 3mx2m under swings and scuff pads for other equipment as appropriate).
- Softfall types, depths and rubberised surfaces must be independently certified for compliance in accordance with AS4422 by contractor or supplier, and
- Provide adequate drainage in play area to prevent ponding of water in softfall zone. Subgrade under softfall areas must be graded to ensure adequate drainage and to prevent ponding of stormwater water under equipment. Slotted ag pipe (in a geotextile sock) to be placed around equipment at subgrade level and drained to outlet point/s located in surrounding landscaped areas away from the playground. Softfall surfaces that utilise recycled materials and meet the required performance specifications should be considered, provided longevity, robustness and maintenance are not compromised.

5.3. Edging/ borders/ retaining walls

Play equipment areas require an edge treatment to contain/ border the soft fall areas. The edge treatment must be outside the minimum fall zone Edging should be suitable for in-ground use and could include concrete, rock, timber (not CCA treated), or recycled plastic plank units.

Edging requirements are:

- The top of edging shall be set flush with the softfall, and raised 110mm – 190mm above adjacent turf or surface level.

- Preferred material for edging is concrete with a rolled top and weep holes to provide adequate drainage. Rock or timber may be considered in some locations (suitable for in-ground use).
- Copper Chrome Arsenate timber treatments shall not be used anywhere within the playground.
- The edge of any playground softfall areas shall not be within 10 metres from an adjoining residence.

5.4. Playground fencing

- The extent of fencing required should address risks identified in the design risk assessment in accordance with the Statewide Mutual best practice guidelines.
- Where fencing is required, it should be provided in accordance with council's standard drawing EGSD-602 ver 05 exclusion fencing. Provide a concrete mowing strip below, in accordance with mowing strip requirements noted on the standard drawing EGSD-602.

6. PATHWAYS

A pathway (1.5m wide) from the road or car park to the play area is required.

The pathway is to:

- Be constructed in accordance with the specifications in LMCC standard drawing EGSD-301 Ver 06 Sheet 2 of 3 (Note: the standard drawing refers to a 1.2m width, this pertains to paths in the road footway only. The required width of footpaths within park areas is 1.5m in accordance with the LMCC Landscape design guidelines Section 3 Landscape Design for Public Reserves.), and
- Incorporate node points where appropriate to locate seating, and
- Provide for good sight lines and landscaping should ensure visibility, and
- Provide a 0.5 metre clearance either side of the pathway free of any obstacles, and
- Be disability accessible and located to maximise access but to minimise path lengths. Pram ramps in accordance with LMCC standard drawing EGSD-102 Ver 04 Sheets 2 and 3 are to be provided at gutter crossing points, and
- Be designed to prevent unauthorised vehicle access, and
- The pathway must be designed to address overland stormwater flow along and across the pathway. Cross drainage should be located under the pathway and longitudinal drainage controlled to minimise scouring along the edge of the pathway.
- Permanent erosion controls are to be placed at all drainage discharge points to reduce water velocities and minimise erosion.
- The pathway may be used to provide a separation between the developed park area and existing bushland to be retained.

7. PARK FURNITURE

Materials used in the park must be robust and able to withstand weathering, graffiti and physical damage. All park furniture is to be installed according to manufacturer's specification.

7.1. Seating

Seating requirements are:

- A minimum of two bench seats to be surface mounted on concrete base slabs. Slabs should be connected to pathways where practical and be sized to allow a wheelchair or pram to be located adjacent the seating.
- Location of one seat is to adjoin (but be located outside) the softfall zone and located near the access point to the playground. A second seat is to be near the kick-about area.
- To be constructed from robust materials fit for purpose. Materials, finishes and coatings shall provide ease of cleaning and graffiti removal.
- To be free from sharp edges and projections.
- To have dimensions compliant with AS1428 Design for Access and Mobility Suite
- Not to face due west and, if possible, be in shade for the hottest part of the summer day, and
- To encourage social interaction between parents/carers, where possible.

7.2. Tap

- Provide one key operated 20mm hose tap (Enware VP355, or approved equivalent) for landscape watering purposes.
- Hose tap to finish 600mm above finished ground level. Tap and pipe installation to be bracket fixed to a 65x65 gal post with top cap.
- Provide concrete footing to post to a minimum depth of 400mm below finished surface levels.
- Footing to finish flush with surrounding ground levels to act as a mowing edge and have a neat, smooth appearance appropriate to visible parkland infrastructure.

7.3. Tap and Bubblers

Bubbler requirements are:

- Provide one wheelchair accessible bubbler with spring loaded tap
- To be cantilever style wheelchair accessible drinking fountain with bottle refill tap.
- To be manufactured from 316 Stainless Steel with an electropolish finish
- To be installed on ground with a maximum gradient of 1 in 50. For sloping sites, design level pads to accommodate level access to bubbler.
- To have fixings and footings to the manufacturers specification and accepted by the project's Engineer.
- To be installed in accordance with the manufacturer's recommendations.
- To connect to potable water supply.

- To drain to sewer if infiltration not feasible.
- The tap and bubbler should be co-located to minimise cost.
- The accessible bubbler must be located adjacent to but connected with the accessible pathway, preferably near the seating area.
- Provide adequate circulation space around the fixture for wheelchair access and pedestrian movement.
- Allow sufficient clearance to maintain clear paths of travel for circulation around the fountain installation, including for maintenance cleaning.

7.4. Park Sign

- Provide fabrication and installation of one standard LMCC Public Reserve identification and regulatory sign type ID3A.02 in accordance with in accordance with the LMCC Signage and Wayfinding Guidelines manual.
- Sign to be located near the entry to the park.

7.5. Waste and Recycling

- Provide 1 x 240 litre mobile waste bin and 1 x 1 x 240 litre mobile Recycling Bin conforming to AS4123.1
- Install bins on a concrete base (1600 x 700mm preferred allowance) fixed to a dual gal.post security stand. LMCC Waste Services team to provide detail requirements for post stand.
- Locate bins with consideration to practical collection sites. Allow sufficient clearance to maintain clear paths of travel for circulation around the installation, including for maintenance cleaning

Location of waste and recycling bins to be accepted by LMCC Waste Services prior to installation.

7.6. Bike Rack

Provide 3 bike racks. Locate bike racks in a group, to be

- easily accessible from the road or cycle path, and
- in an area with good surveillance by the public, and
- clearly visible from the entrance of the park, and

Bike rack requirements are:

- To be a circular hoop shape. Dimensions shall allow the frame and both wheels of a bicycle to be locked to the bike racks by chain, cable or U-lock without the need to remove a wheel from the bicycle.
- To be structurally capable of supporting a bicycle and resistant to cutting, bending or breaking.
- To be surface mounted to pavement or concrete slab. Fixings used shall be secure and not easily removed with ordinary tools. Use nylon grommets/sleeves at

junctions between stainless steel and other metallic materials to prevent galvanic corrosion

- To be constructed from Grade 304 Stainless steel pipe

7.7. Half Basketball Court

A half basketball court is required to be provided in the local park North. Requirements for the court are:

- To be orientated north south, and
- To be designed with appropriate buffer to roads and any adjoining houses, and
- To be designed to include measures to restrict balls going onto the adjoining roads - fencing may be required (as determined by the Design Risk Assessment).

Construction specification includes:

- Overall court surface 19 m x 19 m, which includes a minimum 2m safety clearance, free from obstacles including trees, poles, etc. along all sides of the court., and
- A 15 m x 14 m playing surface with a 2% cross fall. The court to be set out to ensure water does not pond on surface.
- Court to be black asphalt over a flexible base:

- Asphalt court surface to be 15mm Densely Graded AC5 wearing course layer over a 35mm Densely Graded AC10 intermediate course.
- Flexible base material: 75mm layer of DGB20 compacted to not less than 98% Standard Maximum Dry Density to AS1289.
- Subgrade: Excavate or fill as may be required to bring the pavement bed to the full-specified depth below finished pavement level.

All formation shall be neatly trimmed true to line, level and cross fall so as to provide for the full specified thickness of pavement in all places.

Compact the subgrade to achieve a standard maximum dry density of 95% when tested in accordance with AS1289 and a minimum CBR shear strength of 4%. Soft or damp patches shall be removed and replaced with suitable imported fill material.

- Asphalt materials and workmanship to be in accordance with AS2150 Hot mix Asphalt – A guide to Good Practice.
- Provide concrete edge to asphalt court surface. Edge to finish flush with asphalt surface.
- Ensure adjacent mulch areas finish flush with playing surface and edge. Ensure mown height of adjacent grass (turf) areas finish flush with playing surface and edge.
- Court line marking to be 50 mm width, white completed in suitable slip resistant material. Material for line marking shall be applied at a maximum thickness of 500µm

- Set out of line marking in accordance with current International Basketball Federation (FIBA) court dimensions
- Basketball ring to be 22 mm heavy duty, double strutted with no tie net hooks, and:
 - The backing board is to be fibreglass and is to have rounded corners and be free of sharp edges. Bolt ends of the backboard mounting plate are to be cut off flush to reduce the possibility of laceration injuries.
 - Ensure the post is at the correct alignment to the court and at correct height. Unless otherwise specified, hoop, posts and stays to be powder coated.
 - Supply and install hoop, backboard and post in accordance with suppliers' specifications and issue structural engineer's certification upon completion.
 - Provide details of nominated hoop, backboard and post for Council acceptance prior to installation.
 - Basketball hoop to be installed on southern side to avoid sun glare for players shooting hoops.

8. VEHICLE CONTROL

Vehicle control is required to:

- Prevent unauthorised vehicle access to the park and pathways by use of bollards, fencing and landscape elements, and
- Where fencing is installed, provide a concrete mowing strip below, in accordance with mowing strip requirements noted on LMCC standard drawing EGSD-602 ver 05 Exclusion fencing.
- Where bollards are used, bollards shall be constructed from robust materials fit for purpose and have finishes and coatings, that provide ease of cleaning and graffiti removal. Minimum 1000mm high x 100-300mm internal diameter. Provide a securely fitted cap fabricated from the same material as the bollard.
- Provide access for maintenance vehicles by providing a heavy-duty lockable pipe gate in accordance with LMCC standard drawings EGSD-604 ver 03 double swing gate and/or EGSD-603 ver 03 single swing gate.
- Finishes on all materials to maximise corrosion resistance suitable to the intended bollard/fence location.
- Fixings used shall be secure and not easily removed with ordinary tools. Use nylon grommets/sleeves at junctions between stainless steel and other metallic materials to prevent galvanic corrosion.

9. KICK-ABOUT AREA

An open grassed kick-about area is required:

- To a minimum areas as listed below, and
- To be a gentle slope i.e. no steeper than 1:40, and
- Located away from adjoining residences, the play area, the adjacent road, and

- (depending on the site) turfed with couch (Greenleas Park) or soft leaf buffalo.

9.1. Grassed area

- Size:
 - Local Park North: A level grassed area should be provided for junior sports training and other informal sports activities. The size of the area should be approximately 40m x 40m (1,600m²) with no trees.
 - Local Park South: A level grassed area, min. 500m²
- Turf to be couch or soft leaf buffalo unless otherwise specified.
- Suitable top soil with a minimum depth of 150mm is required for all turf areas. Maximum depth of topsoil to be determined following assessment of existing site soils.
- All turf areas to be fertilised with turf starter and watered well.
- The maximum gradient of any turf area is to be 1:6 to enable mowing.
- The interface between turfed areas and amenity planting and/or mulched areas is to have a suitable edge. Timber edging to be in accordance with LMCC standard drawing LSD-EDG-01 ver 02.
- The interface between turf and remnant bushland shall be separated by pathways. Where the design cannot achieve this, provide a concrete mowing strip and mulch buffer zone of 1.5m to prevent mowing encroachment and herbicide spray drift impacts within remnant bushland.

Construction details should include:

Topsoil depth to be a minimum of 150 mm. Topsoil supply from either:

- The existing topsoil and subgrade under the proposed kick-about area, tested (in-situ or stockpiled) by an appropriate soil laboratory and soil scientist recommendations for ameliorations to render soils fit for purpose to be included in construction specifications.

or

- imported topsoil shall comply with AS 4419 and be free draining sandy loam free of weeds, refuse and toxic material, have at least 5% organic content by mass, have a pH between 5.5 and 7.5 and have a soluble salt content not exceeding 0.06% by mass.

10. EARTHWORKS

Earthworks and the use of retaining walls should be minimised. Erosion and sediment control to be designed in accordance with LMCC Erosion and Sediment Control Guidelines. Batter gradients are to be no steeper than 1V:6H without Council acceptance.

11. STORMWATER DRAINAGE

The design should address stormwater overland flows. Stormwater management systems should be visually unobtrusive and integrated within site landscaping, car parks and structures.

12. PARK VEGETATION

The park landscaping must:

- Address sun-safe issues by providing shade tree planting to the western side of the play area and to provide shade for seating, and
- Address community safety and CEPTD principles, and
- Provide interest (include treatments, such as low mounding, rock work, dry creek bed, and plantings to achieve an effect), and
- Avoid the use of known branch dropping species or species with large cones, and
- Avoid the use of any species known to be toxic or poisonous, and

12.1. Proposed Landscape Planting

The park landscaping must be designed to be **low maintenance**:

- Avoid placement of furniture, fencing, trees and other mowing obstacles within lawn areas, and
- By planting trees in clumps in mulched beds, and
- Providing concrete edging around all planted areas, and
- Seating is not to be located inside the soft-fall area, and
- Avoid areas requiring hand mowing wherever possible, and
- Avoid using rhyolite areas for local parks and
- Use plant species that are hardy, drought or fire resistant, where possible, and
- Consider the roots of trees at maturity. Position trees so that the roots of trees at maturity does not enter the softfall zone, or lift pathways.
- The consultant shall refer to Council's guidelines – Landscape Design Guidelines (DCP1) (Revision 01) Section 4.0 Landscape Standards for Public Reserves, Section 9.2 Planting Guidelines and Section 9.3 Bushland Protection.
- Planting should be designed to provide suitable shading around key activity locations including the playground, picnic area, any seating location/s, car park and general amenity planting.
- Planting to consider the canopy size of mature trees and allow for adequate spacings.
- Selected species must not tend to drop branches, be toxic/poisonous and have a root system that affects any soft fall areas or pathways.
- The planting design must consider CPTED principles.
- Where possible, trees and plantings should be within garden beds with suitable hard edging and mulch. If trees are to be planted in turf areas they should be grouped in clumps to minimise interference with mowing operations.
- All areas of existing vegetation that are nominated to be retained and are disturbed by the works are to be rehabilitated using appropriate native plant species.

- Timber edging (for in-ground use but not CCA treated) or an approved equivalent is to be used around all planting areas.

12.2. Planting Establishment

- A plant establishment period of 52 weeks is required (from the date of practical completion) for all proposed landscape plantings and turf areas. Throughout the establishment period the landscape contractor will be required to carry out all mowing, watering, weeding, rubbish removal, pest and disease control, fertilizing, returfing, replanting, staking and tying, pruning, mulch reinstatement, renovating, top dressing and generally keeping the site neat and tidy.
- A Landscape Compliance Report, a Landscape Rectification Report and an Asset Handover Report will be undertaken in consultation with Council representatives in accordance with the LMCC Landscape Design Guidelines sections 2.6-2.8. to verify that the park has been constructed and maintained according to the plans and documentation provided.

12.3. Existing Vegetation

- Areas of native vegetation may be retained and incorporated into the park provided all other requirements have been achieved.
- Playground equipment is not to be located within approximately 30 metres of any identified habitat trees or ecologically significant trees and must be outside the drip zone of any existing trees.
- Existing trees must be assessed for soundness and potential limb drop hazard before siting play equipment and park furniture etc in close proximity. The consultant shall engage a suitably qualified and experienced arborist (Diploma of Horticulture (Arboriculture) equal to AQF Level 5) to carry out the assessment and also provide documented recommendations for tree management. Work required must be included in park construction works, undertaken in consultation with Council's Arborist and in accordance with Council's Tree Preservation Policy. A copy of the arborist report is required to be submitted to council.
- Any native vegetation and significant trees to be retained are to be protected from construction activities by the use of exclusion fencing installed around these areas/trees until after the construction period in accordance with AS4970-2009
- All trees or areas of vegetation selected to be retained that are disturbed by the works to be rehabilitated using appropriate native plant species

12.4. Weeds

- There shall be no infestation of recognised weed species present on handover of site to Council.

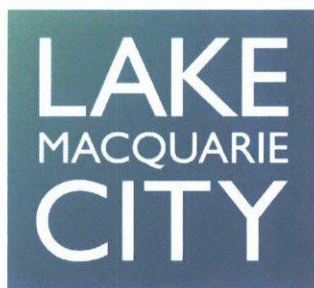
13. SITE CLEAN-UP

- At the completion of the construction works all rubbish including any existing building waste, construction debris and any excess fill is to be removed and disposed of off-site at a licensed facility.

- There shall be no infestation of recognised weed species present on handover of site to Council.

14. MAINTENANCE

- Turf areas are to be designed to enable tractor mowing (minimum clearances of 4 metres required between obstacles) and minimise hand mowing and edge trimming.
- Materials used in the park must be robust and able to withstand weathering, graffiti and physical damage.
- A maintenance plan for the playground equipment and softfall area shall also be submitted to Council at the completion of the project.



DESIGN SPECIFICATION

North Cooranbong Community Centre

Co-located with sports amenities

Version 03
11/03/2021



TABLE OF CONTENTS

1.	Introduction	
1.1	General	
1.2	Site Location	
1.3	Building Size	
2.	DELIVERABLES	
2.1	Program	
2.2	Delivery Schedule and Hold Points	
2.3	Statutory Approvals	
2.4	Project Team	
3.	DESIGN	
3.1	Design Certification	
3.2	Design Philosophy	
3.3	Design Risk Mitigation	
3.4	Sustainability	
4.	SPECIFICATION & SCOPE OF WORKS	
4.1	General Requirements	
4.2	Spatial Requirements	
4.3	Internal Areas	
4.4	External Areas	
4.5	Cultural Art Project	
5.	ROOM DATA SHEETS	

1. BACKGROUND

1.1 General

A new urban release area is proposed north of the township of Cooranbong. The development site has the Olney State Forest and Bushland Road to its western boundary and a small connection to Freemans Drive, north of the Cooranbong town centre.

This specification sets out standards and documentation requirements relating to the construction of a Community Centre in North Cooranbong in accordance with a Voluntary Planning Agreement (VPA) with Johnson Property Group (to be specified). The Centre will be built at the threshold of 1200 lots.

The Centre is to be incorporated into the amenities building as part of the onsite sports facility. The site directly adjoins the northern boundary of the Avondale School, with the commercial / business sites to the south-west. The Centre is to be at-grade with the street, with the sports amenities located underneath.

The new facility will be a safe, flexible and inclusive space for people to connect, learn, create and collaborate. The building will cater for all generations allowing interactive and social activities to exist alongside spaces for learning, wellbeing and personal achievement. It will include a range of exhibition and display opportunities to enhance public programming and the local community's sense of identity.

It will include a state of the art fully pervasive digital support network including super-fast Wi-Fi, immersive technologies, discreet audio and media provision throughout, and the opportunity for digital media installations and artworks.

The facility will be adaptable to a wide range of community uses including formal meetings and functions, community office accommodation, recreation and leisure groups, playgroups, educational activities and training, arts and craft activities and displays, and specific purpose activities such as youth programs. Community office space and storage for groups operating programs will also be provided.

The purpose of this brief is to give sufficient information for a detailed submission for the design, construction, fit-out and equipment of the facility. This brief also outlines Council's intentions for the specified facility, however the final requirements may vary as a result of development consent and associated conditions.

An inventory for the fit-out of the Centre is included as appendix to this specification.

1.2 Site Location

Co-located with Sports Amenities for North Cooranbong.

1.3 Building Size

Proposed Minimum Building Size: Approximately 920m²

2. DESIGN SPECIFICATION

The following specification sets out the requirements to be used in the design of the North Cooranbong Community Centre

Note: Documentation SHALL NOT be acceptable where it relies on statements similar to "Install to LMCC requirements" or "As per LMCC standard detail". In all cases the documentation shall include the details so as to provide a complete standalone set of construction documentation.

2.1 Outputs, Hold Points and Liaison

Council anticipates that the design of the project would logically occur in the following steps:

Program - A proposed program indicating anticipated dates for design hold points, Development Application and Construction Certificate submissions is required to be submitted to Council at the commencement of concept design stage.

Documentation – when preparing documentation for the project the consultant is required to follow the checklists provided in LMCC Development Control Guidelines. Council anticipates that the design of the project would logically occur in the following steps (**note:** the hold points shown are required to ensure that Council feedback can be provided and incorporated into the building design. Council's written approval is required before the design proceeds to the next stage):

Initiation meeting – Designers to meet with relevant Council Officers to discuss the brief and requirements.

Preparation of concept design/master plan – including but not limited to, a concept plan, cross-section/s, site analysis, draft risk assessment and finishes selection.

Design hold point 1 – at the completion of the concept design.

Design development of concept – including but not limited to, a draft master plan drawings and design report, a design risk assessment.

Design hold point 2 – at the completion of the design development documentation prior to submission for development approvals.

Submission of DA - including all plans, specifications, reports and a statement of environmental effects etc sufficient to obtain required approvals to enable the construction of the project. Outcomes of cultural community art project should be reflected in plans and elevations submitted for DA.

Preparation of final master plan and construction documentation – including but not limited to, all plans, specifications and reports and a final risk assessment.

Design hold point 3 – at the completion of the construction documentation at 90% completion prior to submission for construction approvals. Council will review documentation and comments or alterations requested should be incorporated prior to submission at hold point 4.

Preparation of final construction documentation (95%) - Documentation including but not limited to:

- Architectural Documentation, including but not limited to:
 - Site plan to show car parking, access, pavement and roadways, connection to existing roadways and footpaths, site boundaries and location of neighboring buildings and developments
 - Floor plans
 - Sections
 - Elevations
 - Internal Elevations
 - Reflected Ceiling Plans
 - Construction and Joinery Details
- Architectural Specification and Schedules
- Landscape Documentation
- Interior Design and Furniture Plan
- Consultant documentation
- Report detailing the intentions and incorporation of cultural art project. (This information must also be reflected in plans, elevations and landscaping plans).
- Review by Councils contracted security supplier to clarify passive and active design spaces, technology, access and operations to identify security risks and recommendations and feed into ongoing operations plan,

Design hold point 4 –construction documentation and cost estimate at 100% completion prior to submission for construction approvals including report detailing the intentions and incorporation of cultural community art project. (This information must also be reflected in plans, elevations and landscaping plans).

Submission of CC – including all plans, specifications, reports etc sufficient to obtain required approvals to enable the construction of the project.

Reporting after practical completion – will include a Landscape compliance report, a rectification report and maintenance reports to ensure that the works are carried out and maintained in accordance with DCP1/Council's requirements.

Statutory Approvals - A Development Application (DA) and Construction Certificate (CC) is required for the project. The developer is required to prepare and lodge the DA and CC documentation and liaise with Council's Development Assessment and Compliance (DAC) personnel to secure the required approvals.

Liaison with Council – The consultant preparing the design documentation for the Community Centre must liaise with the nominated Council representative throughout the project to allow clarification of Council's requirements, provide feedback and ensure the smooth progression of the project.

3. DESIGN

3.1 Design Certification

It is a requirement of this brief that the design documentation be completed by an Architect registered with the NSW Architects Registration Board. The nominated Architect must be able to demonstrate recent experience and proven success in the design and documentation

of facilities with a similar purpose. The architect's name and registration number is to be included on all deliverables.

All final documents prepared by the architect must be signed by the registered architect nominated to certify that the documents have been prepared checked for accuracy and compliance with relevant standards, regulations and this brief.

3.2 Design Philosophy

Council requires a human-centered design approach with the experience of the individual at the heart of the building. The design should invite and compel recurring visitation. We are seeking a creative and practical approach to the design of the facility that will deliver a high standard of aesthetic, social, recreational and environmental amenity to the community.

As a public facility, the building designed to incorporate a high level of passive security and constructed from resilient, damage-resistant sustainable materials. As a community facility, the design should aim to set a precedent within the local area for high-quality design and construction. It should also address the principles of sustainable building design, include water reticulation and reuse, passive solar design wherever possible and incorporate elements of thermal mass to moderate internal building temperatures.

The architectural language of the building should serve to identify it as a community facility. It should provide a welcoming and friendly environment that is flexible, inclusive and reflects the diverse range of activities it will house. It is intended that the scale, massing and profile of the building will reflect the public nature of the building without overwhelming its context. The appearance of the building in both form and materials should respect that of its context, and serve to integrate it into the surrounding natural and built environment.

It is expected that the design reflects the vision and purpose of Council's Community Strategic Values. Brand development based on these values and co-design touchpoints with the community will lead to development of a brand for the facility. This brand will be utilised throughout design and be key to promotion related to the facility linking to areas of social impact and change.

The design should be informed by best-practice examples from within Australia and overseas.

3.3 Design Risk Mitigation

3.3.1 Safety in Design

The architect is to provide comprehensive safety in design reports at each stage of design. This will form part of the hold point for each milestone.

3.3.2 Crime Prevention Through Environmental Design (CPTED)

The architect is to consider and implement CPTED principles in developing the design in consultation with Council and stakeholders. A CPTED report should accompany the submission of documentation for the DA.

3.3.3 Equal Access

The consultant is to consider and implement the requirements from AS1428.1 throughout the design, and provide an Access Report to accompany the submission of documentation for the DA.

3.4 Sustainability

3.4.1 Green Star

The proposed building is to be guided by the standards of a 4 Star rated Green Star Building under the Design & As Built Assessment Tool provided by the Green Building Council Australia.

This tool is to be used to assess the sustainability outcomes from the design and construction of the proposed building across the nine holistic impact categories. The design of the facility is to embody the assessment categories and apply the principles of the Green Star tool throughout the design stage. These categories are Management, Indoor Environment Quality, Energy, Transport, Water, Materials, Land Use & Ecology, Emissions, and Innovation.

3.4.2 LMCC Better Buildings Strategy

The proposed building is to be guided by the requirements outlined in the 2018 LMCC Better Buildings Strategy for Community Buildings.

3.4.3 PV Solar Panels

The roof shall be designed structurally to be fitted with PV Solar panels at a later date by Council.

Roofs should be pitched with the lowest edge toward the north / north-west where possible to maximise solar gain. The minimum required roof pitch is 7 degrees; preferably 10 degrees or above, to allow for direct fixing without the need for bracket mounting solutions.

LMCC typically utilise panels that are 1m wide by 1.7m long attached directly to purlins by a rail system. The dead load of rails and panels is in the order of 30kg/m² (0.3kPa) and this should be allowed for in the design.

The building should be structurally capable of supporting solar panels across the entire northern and western roof spaces. The following applies:

Wind loading, both normal wind and wind reversal (uplift) cases; shall be taken into account when designing the roof and supporting structure. If panels are to be positioned flat on the roof parallel to the roof plane, Appendix D6 "Solar Panels" of AS 1170.2 shall be used when calculate wind actions. If panels are to be tilted to the roof plane, wind actions shall be calculated in accordance with Cyclone Testing Station Report No. TS821 "Investigation on Wind Loads Applied to Solar Panels Mounted on Roofs". For wind reversal (uplift) it is recommended the nett uplift wind pressure on panels be calculated using the largest peak negative (uplift) aerodynamic shape factor value ($C_{fig} = -1.7$). This value accounts for panels located anywhere on the roof.

4. SPECIFICATION & SCOPE OF WORKS

4.1 General Requirements

4.1.1 Scope

- The works covered by this design brief and accompanying drawings and documents comprise the design development, documentation, construction and fit-out of a new Community Centre building and associated consultant services (structural, civil & storm water, electrical, hydraulic, mechanical, landscape, acoustic, fire safety, audio visual, access, CPTED,). The works and consultant services are also inclusive of all associated, landscaping, car parking, seating, fencing, waste/services/storage facilities, and outdoor recreation spaces.
- The building shall comply with all current and applicable Acts, Regulations, Building Codes and Australian Standards.

4.1.2 Scale of Building

- The scale of the project is to be in keeping with the general neighborhood and reflective of the community.
- However, the building is to be visually exciting, be of contemporary design, seen from the nearby intersection, be welcoming, and be a place of pride for the community.

4.1.3 Operation

- The functional relationships between areas should be as outlined in the room data sheets in *Section 5*. These functional relationships are open for discussion depending on the proposed conceptual design and overall design intent of the architect.
- The design should accommodate full occupancy of the facility – i.e. that activities and office work may be undertaken in all areas of the Community Facility simultaneously. The building will cater for all generations allowing interactive and social activities to exist alongside spaces for learning, wellbeing and personal achievement.
- Compliance with Building Code of Australia requirements is to be designed for each habitable space independently – i.e. a user must have compliant egress (for example) from a single habitable space independently with subsequent access restricted to associated circulation and amenities. Compliant egress must not be reliant on access to other habitable spaces. Spaces require to function independently of other spaces within the building.

4.1.4 Accessibility

- The building is required to be accessible in accordance with all relevant clauses of Part D3 of the Building Code of Australia and Parts 1, 2 and 4 of AS 1428 "Design for Access and Mobility".

4.1.5 Walls

- External walls to be of masonry cavity or veneer construction. In the case of veneer construction, insulation to the lightweight/framed wall section is to be provided and approved by Council.

4.1.6 Windows

- Windows are to take advantage of available views, frame particular built or natural forms, and create interesting light within the space.

- Sills to windows meant for view lines (not high-level lighting) in habitable spaces shall be no further than 600mm above internal finished floor level to enable wheelchair users increased visibility.
- All windows to have powder coated frames and sealing strips
- All operable windows should be integrated to the building BMS and HVAC systems
- Heat reflective tinting, thermal film or another form of shading to be considered for west-facing windows in accordance with Section J requirements.
- Do not use 'solar tube'-style skylights unless otherwise approved.

4.1.7 Roof

- Eave/gutter height of roof element is to be a minimum of 3m.
- All insulation to be in accordance with Section J requirements, however minimum desired insulation levels listed below:
 - Ceiling: R4 - insulation batts or blanket, or insulated ceiling tile products.
 - Floors: R2 - reflective R2 insulation.
- The insulation products shall not be loose fill and must contain a minimum of 60 percent recycled content, where possible. The product must comply with AS/NZS 4859.1: Materials for the thermal insulation of buildings and is to be installed according to the manufacturer's specifications and AS 3999-1992 *Thermal insulation of dwellings*.
- Roof colour with a solar absorptance value of less than 0.4 to minimise heat gain in summer is preferred.
- The design of the building should be such that unauthorised access to the external area of the roof does not occur.
- The roof water from the building is to be collected and stored in discreetly located tanks for reuse in the flushing of toilets and garden irrigation.
- Avoid the use of box-gutter roof drainage systems where possible.

4.1.8 Construction

- All roof, ceiling and walls are to be insulated for temperature and sound control
- The Community Centre is to be located on a single floor
- The volume of internal spaces should vary with differing ceiling heights to suit the design intent for individual spaces.

4.1.9 Pedestrian and Vehicles

- A sealed parking area is to be provided in accordance with Council's DCP
- Paved areas should incorporate permeable paving/WSUD principles where possible.

4.1.10 Environmental Performance

- The building design must maximize natural light penetration through glazing to all internal areas.
- Operable windows are to be provided in compliance with Part F4 of the Building Code of Australia, and shall be located to facilitate efficient natural ventilation of habitable spaces throughout the building.
- The design of the building is to incorporate elements of protected thermal mass to moderate internal temperatures.

- Installing appropriately sized clean energy generation systems, such as solar photovoltaics. Refer to Section 4, Building Performance, 4.1.2 Major works recommendations in Council's Better Buildings Strategy 2018.
- Identify opportunities for the use of sustainable building materials. Lifecycle costing needs to be a key consideration in the selection of materials. A 'sustainable' material is one that does not impact negatively on non-renewable resources, the natural environment or human health (<http://www.yourhome.gov.au/materials>)

4.1.11 Proprietary Items

- A proprietary item shall be any item identified by graphic representation on the drawings, or by naming one or more of the following: manufacturer, supplier, installer, trade name, brand name, catalogue or reference number, and the like. All propriety Items shall be included within design schedules as part of the documentation package.
- The identification of a proprietary item shall not necessarily imply exclusive preference for the item so identified, but shall be deemed to indicate the required properties of the item

4.2 Spatial Requirements

4.2.1 Internal

- Main Hall
- Activity / Meeting Rooms, including digital creation space and wet area for arts / creativity
- Interview / consulting room
- Community office spaces
- Commercial kitchen
- Administration room
- Storage
- Cleaners room
- Toilets and parenting room

4.2.2 External

- Construction of all car parking and associated storm water drainage
- Paved entrance and footpaths from parking area
- All landscaping works (including turfing)
- Lighting
- Garbage bin enclosure
- Bike rack facilities
- External Signage

4.2.3 Ancillary Items

- Furniture, including:
 - Chairs, tables and chair trolleys for Activity Rooms

- Kitchen items to enable it to be used for functions (crockery, cooking items)
- Fridges, freezers, microwaves
- Office desks
- Lounges

(Indicative listing of equipment to be provided by Johnson Property Group is identified in Appendix 2, however, final listing to be determined in consultation with Council)

- Fixtures and fittings
- Signage (based on branding)

4.3 Internal Areas

4.3.1 General

- The gross floor area of the proposed building is approximately 920m²
- Room Data Sheets (*See Section 5*) are provided for all internal areas. These outline the minimum size, purpose, functional relationships and specific requirements for each area.

4.3.2 Security and Keys

- The facility is to be 'keyed' using an electronic swipe card system (or similar). This applies to the main entry doors, as well as all internal doors, and is to restrict access to users/hirers of the facility to different areas and at different times, whilst still allowing for common use of public areas (e.g. toilets).
- The security system should be integrated with the electronic access ('key') system, and allow for easy use by the public. Back-to-base monitoring is required, with Council to nominate its monitoring company at a later date, prior to installation of the approved system. Appropriate provisions for cash handling and management e.g. drop box safe in office area.
- Invigilation and consideration for passive surveillance design to be included within the interactivity of the main spaces, e.g. glass panels from administration spaces to main foyer, visual sightlines clear to front door, and toilet
- Councils contracted security supplier to be used. Council to provide direct contact details for supplier as current at time required.

4.3.3 Kitchen and Toilets

- Common toilet and kitchen facilities should service all areas
- The commercial kitchen is to be ventilated in compliance with the Building Code of Australia (BCA).
- Toilets are to be fitted with low-flush (6/3 litre) concealed cisterns.
- All toilets are to be connected to rainwater tanks with '*Davey Pumps Rainbank System*' or equivalent. The selected system is to have an automatic changeover to mains water to top-up the water tank when rainwater supply is low.

4.3.4 Flooring

- Slip-resistance of flooring to all areas is to comply with the requirements of HB 197. All tiled and vinyl floors are to have a slip-resistant surface. Provide verification from the

flooring manufacturer that the selected surfaces possess slip-resistance suitable to their use, including documentation of the applicable pendulum and ramp ratings.

- All internal and external flooring and floor finishes are to comply with relevant Australian Standards and Specification C1.10a of the Building Code of Australia.
- In particular, compliance with Australian Standards governing slip-resistance, sound attenuation and installation is required.
- Generally, no step building design.

4.3.5 Walls and Ceilings

- Unless identified in the Room Data Sheets (Section 5), minimum ceiling heights are to be 3200mm as it gives grander scale and lightness to all public areas, with a consideration of 2700mm to administration and amenity areas.
- Variation of ceiling heights and internal form is encouraged to create different atmospheres within the various spaces.

4.3.6 Windows

- Provide sun resistant, toughened glass and automated security shutters to all windows. Security shutter housings are to be concealed within the building fabric – i.e. built-in to either the eave or the external wall at the window head.
- All operable windows are to have insect screens fitted and be key-lockable. All lockable windows to be keyed alike.
- Provide chainless, vertical blinds to all windows to habitable rooms and spaces complying with Specification C1.10a of the Building Code of Australia. Consider a mixture of full black out and shade blinds in addition for any west facing windows.

4.3.7 Doors

- All internal doors are to be steel-framed doors with a minimum door leaf size of 920mm. Provide hold-open door closers to hinged doors.
- Main entry doors to the facility are to be automatic sliding in powder-coated frame, with safety glass glazing. Provide a hinged panic bar operated emergency exit door adjacent to main entry doors.
- Consider an airlock at the main door for weather as well as an additional security door (minimum 2.1m wide at opening)
- Position main entry with full visuals from street level.

4.3.8 Colours and Finishes

- Colour selection is to be appropriate for the use of each space and reflect brand identity for the facility. It is Council's intention that a general consistency in the overall colour scheme is achieved, with light tones required to be used for internal spaces.
- Internal and external colour schemes are to be approved by Council.
- Materials and finishes to be durable and require minimal maintenance. Selection of external and internal wall finishes to be in accordance with CPTED principles.
- Consideration should be given to the use of a variety of materials throughout the building and within individual spaces to contribute to a visual stimulating and aesthetically pleasing facility.

4.3.9 Lighting

- Lighting (i.e. 'luminaires', including tubes and bulbs) to have an energy efficiency greater than 130 lumens/watt. In most situations, light emitting diodes (LEDs) will meet this efficiency rating and are recommended.
- Lighting levels for internal and external areas is to comply with the levels nominated in the room data sheets or the relevant Clauses of Part F4 of the Building Code of Australia and the relevant Parts of AS 1680 (whichever requires the greater lighting level).
- Provide sensor light triggers installed to office spaces, activity rooms, kitchens and amenities.
- Council requires certification by the electrical engineer or lighting consultant that internal and external lighting (including lighting to pathways and parking areas) achieves the levels required by the applicable Codes and Australian Standards.
- Provide emergency lighting and exit signs in accordance with the relevant Clauses of Part E4 of the Building Code of Australia and the relevant Parts of AS 2293.

4.3.10 Pervasive digital support network

- Provide a roof mounted television aerial to be installed in an unobtrusive location on the roof of the building.
- Connect TV aerial to all television outlet points nominated on room data sheets.
- Data cabling & Wi-Fi throughout.
- Discreet audio and multimedia provision throughout building, plugs and points to be positioned no more than 300mm from floor level in each room. Double points at all power and data locations
- Inclusion of roof mounted audio system that can be isolated to particular rooms.
- Inclusion of hearing loop design at reception space and in meeting rooms where appropriate.
- An AV consultant is to be engaged to provide detailed input throughout the design phase. Full AV requirements and details are to be documented prior to construction.

4.3.11 Fire Services

- Provide fire hydrants, fire hose-reels and portable fire extinguishers in accordance with the relevant Clauses of Part E1 of the Building Code of Australia and relevant Parts of AS 2419, AS 2441 and AS 2444.
- Provide smoke hazard management, smoke detection and alarms systems in accordance with the relevant Clauses of Part E2 of the Building Code of Australia and complying with applicable Parts of AS 1668, AS 1670 and AS 3786.

4.3.12 Water Supply

- Hot Water Systems - solar, thermal or heat pump hot water systems are preferred, subject to site conditions. Hot water use should be minimised by actions identified in the Water section of Council's Better Buildings Strategy 2018. Hot water supply systems to comply with AS/NZS 3500.4:2003 Plumbing and Drainage – Heated water services and the Plumbing Code of Australia (National Construction Code: Volume 3). Appliances are to have an Energy Star Rating of 3.5 or greater.
- Provide with thermostatic mixing devices complying with the relevant Parts of AS 3500 to deliver low-temperature hot water to all hot water outlets (except for the commercial kitchen sink, cleaner's sink).

- Provide water-saving type tap fittings and water outlets to all areas.
- Sensor operated tap fittings to be used for hand basins in amenities.
- Provide a minimum of 4 externally mounted hose cocks equally spaced around the building with vandal resistant key handles
- External access for shower vans/ washing machine vans in carpark e.g. 'Orange Sky Shower' van

4.3.13 Internal Signage

- All signage to be in accordance with Council's *Lake Macquarie Signage Manual 2020*.
- Provide directional signage in circulation areas and corridors to identify and indicate the locations of all spaces within the building.
- Provide signage to all internal doors in accordance with Council's signage schedule, to be supplied by Council after obtaining Development Approval.
- All signage to be based on brand for building
- Digital signage as preference

4.3.14 Acoustic

- Provide an acoustic report prepared by a qualified consultant to assess acceptable levels of sound transmission between internal spaces. This assessment is to be based on the uses for Activity Rooms as identified in 'Section 5 - Room Data Sheets'.
- The report is to make recommendations for the level of insulation required between Offices and each Activity Room and sound attenuation methods to be used within each habitable room, to enable all rooms to be used simultaneously without impacting on the uses in other rooms.
- Recommendations from this report are to be incorporated into the building design, to ensure noise reduction across the building fabric is sufficient for the uses identified in the 'Section 5 - Room Data Sheets'.

4.3.15 Mechanical Ventilation

- A ducted, reverse-cycle air conditioning system in compliance with Section J of the Building Code of Australia is to be provided to all habitable and circulation spaces and is to be individually zoned to each room.
- Air conditioning systems with an Energy Star Rating of 4.5 (energyrating.gov.au) or a Coefficient of Performance (COP) of 4.0 or greater are preferred, subject to site conditions.
- The mechanical ventilation should be integrated with the access and security system, so that it will operate when rooms are in use.
- All mechanical ventilation and air conditioning is to comply with all relevant Clauses of Part F4 of the Building Code of Australia and all applicable Parts of AS/NZS 1668.
- A mechanical ventilation assessment report is to be completed by a qualified consultant to determine the most efficient system (duct locations, fan-coil unit size and type, etc.) for reverse cycle air-conditioning the habitable spaces within the building. Recommendations from this report should be presented to Council for approval prior to final system selection.

4.3.16 Termite Control

- Provide for treatment of all necessary areas around the perimeter and directly beneath the floor slab/structure as required for adequate termite control supplied by the installer.
- The consultant is to state in the specification the type of treatment to be utilised.

- All work is to be carried out in accordance with the relevant Australian Standard AS 2057 and standard industry practice.

4.3.17 Warranties

- Warranties for all equipment and workmanship are to be in the name of Lake Macquarie City Council and provided to Council at building handover.
- Manuals for the operation and maintenance of any equipment installed in the building, and any other manuals identified in specific sections of this brief, must be provided to Council at building handover

4.3.18 Digital Technology

- Wiring to enable provision of a Digital Media wall to support digital art installation (light, sound, other media). Equipment to be installed by Council after completion.
- Include Wi-Fi configuration throughout the building and extending 20 metres beyond.

4.3.19 Exhibition Spaces

- Exhibition spaces to accommodate hanging works, 3D objects and interpretive panel in open spaces and main foyer in building with the following elements:
 - Straight flat wall
 - Minimum height 3400mm
 - Hanging rail for a wire and hook system
 - 2 x 2000mm secure display cabinets
 - Located with visual sightlines from library and office area

4.3.20 Fixtures and Fittings

- To be provided to enable operation of the community facility as per the uses identified in Section 1 (Introduction) and Section 5 (Room Data Sheet);
- Indicative listing of equipment to be provided by Johnson Property Group is identified in Appendix 2, however, final listing to be determined in consultation with Council
- All fixtures to be provided in accordance with the LMCC Fixtures Schedule document.

4.3.21 Other

- Parking/plug in charge for mobility scooters near entry/exit
- Include suitable space at reception area for prams and assisted walking devices

4.4 External Areas

4.4.1 Vehicle Parking

- Parking provision as described in 4.1.9 of this document, with layout and dimensions of the parking area and individual spaces in compliance with Councils Development Control Plan (DCP) and associated guidelines.
- Parking spaces for people with a disability are to be indicated by pavement marking and signage in accordance with AS 2890.1.
- Street trees and planting should be provided within the carpark to DCP guidelines.

- The car park lighting should be a stand-alone solar powered lighting system designed to comply with Australian Standards AS 4282, AS 1158.1, AS 1158.3, AS 1680.1 and 1680.2.
- Speed humps are required to minimise vehicle speeds.
- Car parking areas are not to be designed to hold water as part of any storm water detention system.

4.4.2 Bicycle Parking

- A bicycle rack (and cycle signage) is to be provided adjacent to the pedestrian pathway linking the parking area with the building, and is to accommodate 10 bicycles.
- Bike Racks to be in accordance with Council's Standard Drawings accessed through the LMCC website: www.lakemac.com.au/Development/Planning-controls/Engineering-Guidelines-and-Standard-Drawings

4.4.3 Driveways

- Driveways are to be located so as not to bridge any connections or junctions of the subterranean stormwater infrastructure system.
- Entry and exit points are to be indicated by pavement marking and signage.

4.4.4 Pedestrian Links

- Designated pedestrian pathways are to include egress through the site, and egress from the designating parking areas and the street to the main entry of the facility.
- All grated inlet pits, inspection points and access junctions associated with sanitary and storm water drainage on site are to be located so that they are not in the path of travel of pedestrians, or create a hazard for people with disabilities.
- Traffic movement speed on site is to be restricted to 10kph to assist pedestrians accessing the centre from the car park.
- Provide kerb ramps for entry from street to assist people with a disability in compliance with AS 1428.1 and 1428.4.

4.4.5 Landscaping

- Installation of all landscaping and turf to be complete prior to handover of the building. This shall include landscaping of the car park and all external areas surrounding the building.
- Maintenance of external landscaping to ensure survival of planting is required for a minimum period of 52 weeks following handover.
- Provide undercover seating (park bench type in accordance with AS 1428.2) incorporated into the landscaping adjacent to the main entrance of the building.
- All storm water runoff from the ground areas, including any from adjacent lands, is to be properly collected and disposed of in accordance with the development consent.
- Formal landscaping areas should require minimum maintenance and meet the needs of the respective areas. Selected plants are to be suitable to the local climate and predominantly drought-tolerant species.
- Landscaping works to comply with the requirements of LMCC DCP, Guidelines and standard drawings.

4.4.6 External Signage

- All signage to be in accordance with Council's *Lake Macquarie Signage Manual 2020*.
- Council must approve location and wording of all signage prior to installation.

- Provide wayfinding signs to the development to indicate the direction and location of car parking and the various components of the development.
- Provide traffic entry and exit and speed restriction signs.
- Provide designated disabled parking signage.
- Provide a project sign for the duration of the project as required by the Development Application Conditions of Consent.
- Provide a building sign to the facility at street to display the building name. Details to be provided to Council for approval prior to fabrication. The location of this sign also to be approved by Council.
- Provide a sign outside the main entry to display the building occupants. Location to be approved by Council.
- Designate a location for an official opening plaque. Location to be approved by Council.
- All signage must be based on brand developed for facility

4.4.7 Plant and Garbage Store

- Provide a secure, lockable and roofed storage area for garbage bins on a concrete pad to accommodate 6 x 240 litre wheeled garbage bins.
- Design and location of storage area to prevent unauthorised access to the external area of the roof.
- Provide a secure, lockable area with a concrete pad for the location of plant equipment servicing the air conditioning system.

4.4.8 Other

- Provide a water bubbler with dog bowl near the main entry door.

Provide external seating near the main entry door.

4.5 Cultural Art Project

- A community cultural art project must be investigated and delivered as a component of this project and incorporated into the overall design of the facility.
- This component must be a quality project that is valued at 2% of the total project value.
- The objectives of the art project must be agreed through consultation with LMCC Arts, Culture and Tourism staff and the community

5. ROOM DATA SHEETS

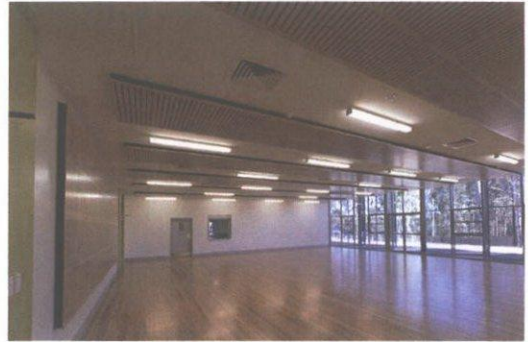
Area	Foyer and Circulation Spaces
Minimum Size	<p>Foyer area 80 m² plus circulation as required.</p> <p>All main corridors to be a minimum of 3000mm wide. Secondary corridors to be a minimum of 1500mm wide.</p> <p>Allow space for chairs and prams.</p>
Purpose of Area	<p>To provide a pleasant area to welcome people entering the facility, display space, and seating areas.</p>
Functional relationships	<p>Foyer to be directly inside main entry with circulation links to all internal areas. Reception area to be easily visible from main entry.</p>
Mechanical Ventilation	<p>Zoned with all other breakout and circulation spaces.</p>
Floor Finish	<p>Non-slip tiles to foyer (Minimum slip ratings to Australian Standards)</p> <p>Carpet to circulation spaces</p>
Skirting	<p>Neat finish at wall-floor junction near main entrance.</p> <p>Ducted skirting in areas of seating, exhibition space and corridors.</p>
Ceiling Finish	<p>Painted plasterboard – Flat Finish</p>
Ceiling Light	<p>As required for a minimum level of 160 lx</p>
Data points and GPOs	<p>3x data points in the foyer / circulation areas, placement dependent on design.</p> <p>3x double power points, each to be located adjacent to a data point, and others as required by design to allow appropriate access for cleaning.</p> <p>Data and power to be located at low level where possible and within skirtings where available.</p>
TV Point	<p>1x in main foyer opposite seating area.</p> <p>Allowance for 75-85" Screen.</p>
Other information	<p>Picture hanging system to be installed in foyer and associated circulation areas suitable for the exhibition of community art displays.</p> <p>Digital Signage / Electronic Noticeboard.</p> <p>Information Sign; showing the floor plan of the building and the name of each room.</p> <p>Main switch/distribution board to be recessed into wall and coloured to match selected wall colour.</p> <p>Need to consider wind coming through main doors and impacts on foyer and reception area.</p> <p>Cash handling – access to drop box safe in administration area. Safe model to be checked and approved by Council.</p>

Area	Activity Room 2
Minimum Size	100 m2 plus storage and kitchenette
Purpose of Area	Venue for a variety of community activities and meetings. Needs to seat 50 people at tables.
Functional relationships	Must be easily accessible from the main entry.
Mechanical Ventilation	Must be independently zoned.
Floor Finish	Provide strip of commercial grade non-slip vinyl 900m wide adjacent to kitchenette. Remainder to be Harlequin Activity – Sprung Flooring System: https://aus.harlequinfloors.com/en/products/floors/sprung-floors/harlequin-activity-sprung-floor - Permanently installed as per manufacturers recommendation with “19mm thick x 130mm wide solid Blackbutt Tongue & Groove boards” installed over the top.
Skirting	Ducted skirting to all walls.
Ceiling Finish	Painted plasterboard acoustic ceiling (minimum reduction 45 dc).
Ceiling Light	As required for minimum level of 320 lx, switched in banks to allow flexibility of lighting.
Data Points and GPOs	2x data points – LMCC to approve locations when concept design complete. 6x double power points to be evenly distributed around room.
TV Points	1x television point – LMCC to approve location when concept design complete. Allowance for 75-85” Screen.
AV	Hearing Loop and Audio system to be installed. Digital projector and motorised retractable screen required. <ul style="list-style-type: none"> - Wireless presentation system - In ceiling speakers with the required amplifier - Handheld microphone kit/jack - Ipod/Phone Jack (music) - HDMI Connection Port
Kitchenette	Suitable for coffee/tea making facilities, sink and microwave. Provide minimum 5 litre hydroboil system mounted over sink (chilled and boiling water). Provide joinery unit including cupboards, recess for under bench refrigerator and power outlet in recess. Provide at least one drawer to joinery unit. Provide tiled splashback to kitchenette unit minimum 600mm high. Provide vinyl flooring adjacent to joinery, 900mm deep for the full length of joinery unit.
Other information	To include lockable cupboards with adjustable shelving for regular users to store equipment. Number of and sizes of lockable cupboards to be advised and approved by Council.

Images



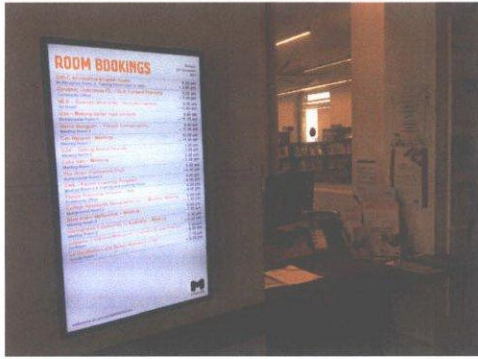
Main Activity Room, The Place – suitable for dance, exercise, martial arts groups etc



Main Activity Room: Cameron Park – sound proofing throughout

Area	Activity Room 1
Minimum Size	200 m2 plus storage. Minimum roof height 4000mm or higher.
Purpose of Area	Venue for a variety of community activities and meetings, including conferences, dance groups, presentations, playgroups, arts and crafts. Need to sit 150 people in auditorium style, or 120 in banquet style.
Functional relationships	Must be easily accessible from the main entry, and if not located off main foyer area, should include a space outside to enable people to congregate. Must be adjacent to the kitchen, and include a servery from the kitchen.
Mechanical Ventilation	Must be independently zoned.
Floor Finish	Commercial grade non-slip vinyl 900mm wide adjacent to wall along entire length of kitchen server opening. Remainder to be Harlequin Activity – Sprung Flooring System: https://aus.harlequinfloors.com/en/products/floors/sprung-floors/harlequin-activity-sprung-floor - Permanently installed as per manufacturers recommendation with “19mm thick x 130mm wide solid Blackbutt Tongue & Groove boards” installed over the top.
Skirting	Ducted skirting to all walls.
Ceiling Finish	Painted plasterboard acoustic ceiling (minimum reduction 45 dc).
Ceiling Light	As required for minimum level of 320 lx, switched in banks to allow flexibility of lighting.
Data Points and GPOs	3x data points – LMCC to approve locations when concept design complete. 8x double power points to be evenly distributed around room. Three-phase power required.
TV Points	1x television point – LMCC to approve location when concept design complete. Allowance for 75-85” Screen.
AV	Hearing Loop and Audio system to be installed. Digital projector and motorised retractable screen required. <ul style="list-style-type: none"> - Wireless presentation system - In ceiling speakers with the required amplifier - Handheld microphone kit/jack - Ipod/Phone Jack (music) - HDMI Connection Port
Other information	To include lockable cupboards with adjustable shelving for regular users to store equipment. Number of and sizes of lockable cupboards to be advised and approved by Council.

Images



Electronic noticeboard displaying room bookings



Picture hanging space for exhibition & art displays



Moveable brochure/poster stand

Area	Activity Room 3
Minimum Size	140 m2 plus storage and kitchenette.
Purpose of Area	Venue for a variety of community activities and meetings. Also used for 'maker space' activities (a place where people can come together to use, and learn to use materials as well as develop creative projects).
Functional relationships	Must be easily accessible from the main entry.
Mechanical Ventilation	Must be independently zoned.
Floor Finish	Polished/Honed Concrete Flooring.
Skirting	Ducted skirting to all walls.
Ceiling Finish	Painted plasterboard acoustic ceiling (minimum reduction 45 dc).
Ceiling Light	As required for minimum level of 320 lx, switched in banks to allow flexibility of lighting.
Data Points and GPOs	8x data points – LMCC to approve locations when concept design complete. 20x double power points – LMCC to approve locations when concept design complete Three-phase power required
TV Points	1x television point – LMCC to approve location when concept design complete. Allowance for 75-85" Screen.
AV	Hearing Loop and Audio system to be installed. Digital projector and motorised retractable screen required. <ul style="list-style-type: none"> - Wireless presentation system - In ceiling speakers with the required amplifier - Handheld microphone kit/jack - Ipod/Phone Jack (music) - HDMI Connection Port
Kitchenette	Suitable for coffee/tea making facilities, sink and microwave. Provide minimum 5 litre hydroboil system mounted over sink (chilled and boiling water). Provide joinery unit including cupboards, at least one drawer, and recess for under bench refrigerator with power outlet in recess. Provide tiled splashback to kitchenette unit minimum 600mm high.
Other information	To include lockable cupboards with adjustable shelving for storage of 'maker space' equipment / supplies and for regular users to store equipment. Number of lockable cupboards and their sizes to be provided by Council.

Images



'Maker space' at Kathleen Syme Library'



'Youth Space' at The Place

Area	Activity Room 4
Minimum Size	40 m2
Purpose of Area	Venue for community meetings and training sessions. Capable of seating 35-40 theatre style, or 25 people at a central table. Room to be sound-proofed so as to be suitable for band practice.
Functional relationships	Must be easily accessible from the main entry.
Mechanical Ventilation	Must be independently zoned.
Floor Finish	Carpet.
Skirting	Ducted skirting to all walls.
Ceiling Finish	Painted plasterboard acoustic ceiling (minimum reduction 45 dc).
Ceiling Light	As required for minimum level of 320 lx.
Data Points and GPOs	8x data points – LMCC to approve locations when concept design complete. 20x double power points – LMCC to approve locations when concept design complete.
TV Points	1x television point – LMCC to approve location when concept design complete. Allowance for 75-85" Screen.
AV	Hearing Loop and Audio system to be installed. Digital projector and fixed display screen required. Provide provision for a Green-Screen. <ul style="list-style-type: none"> - Wireless presentation system - In ceiling speakers with the required amplifier - Ipod/Phone Jack (music) - HDMI Connection Port
Other information	Appropriate ceiling, wall, window and door acoustic treatments required to enable room to be used for band practice, without allowing transmission of sound externally from room.

Images



Meeting room at The Place – theatre style



Central table for computers

Area	Counselling/interview Room
Minimum Size	15m2
Purpose of Area	To provide a private space for Counselling sessions / interviews and video conferencing.
Functional relationships	To be in close proximity to office spaces.
Mechanical Ventilation	To be zoned in conjunction with Community Office Spaces.
Floor Finish	Carpet.
Skirting	Ducted skirting to all walls.
Ceiling Finish	Painted plasterboard.
Ceiling Light	As required for minimum level of 320 lx. Lights to be operated by motion sensor with time delay off and over-ride.
Data Points, GPOs and phone points	2x data points – LMCC to approve locations when concept design complete. 2x phone points, each to be located adjacent to data points 2x quadruple power points, each to be located adjacent to data points, and 1x double power point to be located near door.
AV	<ul style="list-style-type: none"> - Provide Dual 75" Screens (<i>If possible – this may be reduced if necessary to fit the room</i>) - Soundbar with in-built camera and microphone - Wireless and HDMI Connection for Laptops
Other Information	Duress alarm to be linked to each office space, with both audible and visual signals, and a visual signal in corridor outside room.

Area	Community Office Space 1
Minimum Size	50m2
Purpose of Area	Administrative office for community organisation with at least 5 workstations, and photocopy/printing area.
Functional relationships	Easily accessible from main entry ^{*See note below.} Preference for it to be located adjacent to Community Office Space 2.
Mechanical Ventilation	To be zoned in conjunction with Office 2.
Floor Finish	Carpet.
Skirting	Ducted skirting to all walls.
Ceiling Finish	Painted plasterboard.
Ceiling Light	As required for minimum level of 320 lx. Lights to be operated by motion sensor with time delay off and over-ride.
Data Points, GPOs and phone points	6x data points – LMCC to approve locations when concept design complete. 6x phone points, each to be located adjacent to data points 6x quadruple power points, each to be located adjacent to data points, and 1x double power point to be located near door
Other Information	Provide lockable storage with shelving - approx. 2x (1800mm high, 900mm wide and 450mm deep) Provide receiver for duress alarm fitted with Counselling/interview room.

*** Note:** Either Community Office Space 1 or Community Office Space 2 is to be adjacent to main entry with a glazed visual link to foyer to allow staff to create a reception desk and easily observe people entering and exiting the facility. Glazed link/window to be retractable, to enable reception area to be secured when Office Space not in use.

Area	Community Office Space 2
Minimum Size	30m ²
Purpose of Area	Administrative office for community organisation with at least 3 workstations, and photocopy/printing area.
Functional relationships	Easily accessible from main entry ^{*See note below.} Preference for it to be located adjacent to Community Office Space 1.
Mechanical Ventilation	To be zoned in conjunction with Office 1.
Floor Finish	Carpet.
Skirting	Ducted skirting to all walls.
Ceiling Finish	Painted plasterboard.
Ceiling Light	As required for minimum level of 320 lx. Lights to be operated by motion sensor with time delay off and over-ride.
Data Points, GPOs and phone points	3x data points – LMCC to approve locations when concept design complete. 3x phone points, each to be located adjacent to data points. 3x quadruple power points, each to be located adjacent to data points, and 1x double power point to be located near door.
Other Information	Provide lockable storage with shelving 1x (1800mm high, 900mm wide and 450mm deep). Provide receiver for duress alarm fitted with Counselling/interview room.

*** Note:** *Either Community Office Space 1 or Community Office Space 2 is to be adjacent to main entry with a glazed visual link to foyer to allow staff to create a reception desk and easily observe people entering and exiting the facility. Glazed link/window to be retractable, to enable reception area to be secured when Office Space not in use.*

Area	Administration Room / Staff Room
Minimum Size	25m ² plus kitchenette
Purpose of Area	To provide a private space for office staff to eat and relax.
Functional relationships	Close to Community Office Space 1 and 2.
Mechanical Ventilation	To be zoned in conjunction with Community Office Spaces.
Floor Finish	Provide strip of commercial grade non-slip vinyl 900mm wide adjacent to kitchenette. Remainder to be Carpet.
Skirting	Ducted skirting to all walls
Ceiling Finish	Painted plasterboard
Ceiling Light	As required for minimum level of 320 lx. Lights to be operated by motion sensor with time delay off and over-ride
Data Points, GPOs and phone points	1x data point – LMCC to approve locations when concept design complete. 1x phone points, each to be located adjacent to data points. 5x double power points, one to be located adjacent to data point, 2 at kitchenette, and remainder to be approved by LMCC when concept design complete.
Other information	Kitchenette required <ul style="list-style-type: none"> - Suitable for coffee/tea making facilities, sink and microwave. - Provide minimum 5 litre hydroboil system mounted over sink. - Provide joinery unit including cupboards, - Provide space for a full-sized refrigerator - Provide at least one drawer to joinery unit. - Provide tiled splashback to kitchenette unit minimum 600mm high. - Provide vinyl flooring 900mm deep for full length of joinery unit.

Area	Commercial Kitchen and Pantry
Minimum Size	50m ² including pantry
Purpose of Area	To provide commercial kitchen facilities to service the activity rooms. Able to be used for hospitality training.
Functional relationships	To be adjacent to Activity Room 1, with a servery and door/access directly into this space.
Mechanical Ventilation	As required by Building Code of Australia, and applicable Australian Standards.
Floor Finish	Seamless commercial grade slip-resistant vinyl – all wall edges to be covered to kitchen and pantry.
Skirting	Covered vinyl. 150-200mm high.
Wall Finish	Ceramic glazed tiles – floor to ceiling to kitchen and pantry.
Ceiling Finish	As required by relevant Codes and Standards.
Ceiling Height	As required by relevant Codes and Standards.
Ceiling Light	As required for minimum level of 240 lx, recessed into ceiling and sealed. Junction between light fitting and ceiling to be sealed. Lights to be operated by motion sensor with time delay off and over-ride.
Fans	Commercial extractor hood mounted over new electric range and oven.
GPOs	5x double power points to be located at intervals around kitchen, and 1x double power point to be located near doorway to pantry, plus power for specific items such as fridge. <ul style="list-style-type: none"> - Provide a 15-amp power point for a coffee machine and dishwasher. - Provide a 3-phase power point for commercial oven.
Other information	<ul style="list-style-type: none"> - Provide space for 1x triple door refrigerator and 1x double door freezer. - Pantry to have at least 4 rows of shelving along one wall - Fire equipment as required by BCA - The kitchen is to comply with the Australia and New Zealand Food Standards Code for food premises and equipment (AS4674). - All shelving and benchtops to be stainless steel. - Provide double bowl kitchen sink and wall mounted knee operated hand basin. - Provide liquid soap dispenser and paper towel dispenser above hand basin. - Provide fire blanket. - Provide a 6-burner oven and range/exhaust system (3-phase) - Provide for an above-bench commercial dishwasher - Servery to be secured with an enclosed roller-shutter, as per relevant codes and Standards <p><i>Note: The kitchen at Cameron Park Community Centre is a comparable kitchen.</i></p>

Area	Storage 1
Minimum Total Size	25m ²
Purpose of Area	To accommodate the facility's (primarily Activity Room 1) tables, chairs and other equipment
Functional relationships	To be located adjacent or directly opposite entrance to Activity Room 1 to enable easy access
Floor Finish	Concrete or carpet
Wall Finish	High impact resistant and low maintenance fabric. Colour selection to be light in tone.
Doors	Door entry to be double sized or extra width for access.

Area	Storage 2
Minimum Total Size	35m ²
Purpose of Area	To accommodate the facility's tables, chairs and other equipment
Functional relationships	To be located adjacent to Activity Rooms 2 and 3 to enable easy access
Floor Finish	Concrete or carpet
Wall Finish	High impact resistant and low maintenance fabric. Colour selection to be light in tone.
Doors	Door entry to be double sized or extra width for access.

Area	Toilets
Minimum Size	To be calculated as per the BCA requirements.
Purpose of Area	To provide shared toilet facilities for all areas of the facility.
Functional relationships	Should be easily accessible from all areas.
Mechanical ventilation	All areas - exhaust fan ducted through ceiling to operate with light in accordance with Section J of the BCA.
Floor Finish	Non-slip ceramic floor tiles over waterproofed floor.
Skirting	N/A
Wall Finish	Floor to ceiling tiles (Bulk finish to be 200x200 white gloss wall tile with feature tiles used in key areas as desired).
Doors	Main toilet door to male and female toilets to be solid core and to have side panel glass strip. Accessible Toilet door to be solid core door with no side panel. Cubicle doors to match partitions – compact laminate.
Door Hardware	Push/Pull plates and kick plates on both sides of main doors. Door Stop. Door stop and coat hook on all cubicle doors. Occupancy indicators on all cubicle doors and accessible toilets. Lift off hinges are to be provided to cubicle doors. Main toilet doors to be fitted with door closers and disabled toilet doors to be fitted with delayed action door closers. Provide ventilation panels only as required for effective airlocks.
Signage	International symbols comply with BCA and AS 1428.1 including tactile/Braille requirements.
Ceiling Finish	Painted plasterboard
Ceiling height	2700mm minimum
Ceiling Light	As required for minimum level of 160lx. Lights to be operated by motion sensor with time delay off.
GPOs	Double power point/s to be located in corridor near doorway.
Other information	<ul style="list-style-type: none"> - All areas to have hot and cold water to hand basins. Temperature to be controlled by TMV in accordance with AS3500. - If vanities are proposed in the Male & Female toilets they are to be constructed of waterproof materials. Benchtops to be 'Essastone' or equivalent. - Each hand basin to have adjustable spout - Sensor activated taps in Male and female toilets and wrist action lever taps for accessible facilities to comply with AS1428. - Mirrors above all hand basins/vanities including disabled to comply with AS1428. - Hand drying and soap dispensing facilities to be provided. - All cubicles to be 'Laminex' Compact Laminate or equivalent. - All cubicles to have 1x lockable multi roll unit for toilet paper. - Ambulant toilets required as part of a 'bank' of toilets as per the BCA and AS1428.1

Unisex Accessible Toilets	<ul style="list-style-type: none">- Provide a unisex toilet facility adjacent to the main toilet facility for people with a disability as per the BCA requirements and AS1428.1
Parent Room	<ul style="list-style-type: none">- Provide a parent room adjacent to the main toilet facility including toilet and baby change facilities.- Room will need to be capable of accommodating parent, pram and children.

Area	Cleaner's Room
Minimum Size	8m ²
Purpose of Area	To provide a space for the centres cleaning equipment and sanitary items.
Functional relationships	Should be easily accessible from all areas.
Mechanical ventilation	Exhaust fan ducted through ceiling to operate with light.
Floor Finish	Non-slip ceramic floor tiles over waterproofed floor.
Skirting	Glazed ceramic tiles – minimum 200mm high.
Wall Finish	Flush jointed face brick or semi-gloss painted cement render.
Windows	If situated with windows then fixed ventilated windows in powder coated frame with obscure glass and Crimsafe or equivalent security mesh.
Doors	Solid core door - gloss painted finish.
Door Hardware	Push/Pull plates and kick plates on both sides of main doors. Door stop. Lock set – office escape latch
Ceiling Finish	Painted plasterboard.
Ceiling height	2700mm minimum
Ceiling Light	As required for minimum level of 240lx.
Data points	N/A
Phone points	N/A
GPOs	Double power point to be located in corridor near doorway.
TV points	N/A
Other information	<ul style="list-style-type: none"> - Provide cleaner's sink with bucket rack, hot and cold water, single spout and wrist action levers. - Provide ceramic splashback – minimum height 900mm and to extend minimum 300mm both sides of the sink. - Provide a minimum of 7 linear metres of laminated adjustable shelving with the capacity to hold heavy items such as bulk chemicals and toilet paper. - Provide space for proprietary chemical storage cupboard.

APPENDIX 1 – Notes from site visit to The Place: Charlestown Community Centre

- Fans are needed for airflow
- Independent air conditioner operations in each room is recommended
- Question around whether or not to floor pit with under floor cording. It has been found to be beneficial for lecterns and microphones, though not sure if it will be required with new technology.
- It is important to consider natural lighting and the balance between natural lighting and privacy.
- Recommend three phase power in all rooms.
- Bench top storage works well for groups.
- Consider how much furniture will be required per room and then calculate storage needs rather than the other way around.
- Individual hirers need to access storage independently in order to save on staffing needs.
- Recommend 15-20 tables per 200 sqm – Karden would be able to forward us information they have collated.
- Portable staging works well. Need to consider how this can be set up independently by hirers. Provide an induction on how to use equipment so users can set up on their own.
- Blinds were retrofitted with was a difficulty with exit access doors. Need to consider where exit doors will be situated and how light will be managed.
- Security cameras in rooms enable the ability for staff to see when rooms are being used or not, so as to access storage and provide set up/pack down without interrupting groups. It is considered for safety concerns. This will be dependent on facility layout and vantage points.
- Art display on walls – donations come back from artists who have sold artworks using this venue, and the donations go towards more hanging equipment to display works.
- The servery needs to be at a certain low height. Consider the roll down door for the servery and how it may collect dust.
- Square community kitchen space followed by galley may work well. Square space important for teaching programs.
- Consider television reception needs for foyer type areas etc and hang out spaces.
- Passive info in the entry way is useful for community and creates a welcoming space for people to hangout.
- Functional desk for reception is important, with exit/entry available quickly and safely managed.
- Automatic doors on entry important.
- Recommend access to shower – probably in accessible toilet

APPENDIX 1 – Notes from site visit to The Place: Charlestown Community Centre

- BYO device is what everyone wants to be able to do. Enable this in rooms. Charging points etc, holders available on desk top. Enable interchangeable use of devices.
- Charging station near reception and throughout facility.
- Small windows on doors to be able to see if anyone is coming or going is helpful.
- Allow for some higher storage to be available for user groups.
- Consider who can see who in the rooms with glass doors and windows, with blinds being shut etc.
- Provide at least one soundproof room, and consider acoustic measures in the rooms.
- Provide different lighting options – downlights, spotlights etc, and enable user groups to be able to change these independently of staff inside the rooms.
- Consider what ongoing running costs may be?
- Provide a cleaners sink, bin and mops storage. Bin area and consider how staff will get to bins/pathway for bins to put them out for collection.
- Provide a staffroom and staff storage.
- Consider cooling for the communications, internet, printing equipment etc.
- Recommended a large hall around 300 sqm as The Place have not been able to cater for requests of this size.
- Recommend right angle rooms – other angle rooms provide interest to the area though can be difficult to operate within.
- A consultation room is highly advised, as is a public accessible kitchenette.
- Public transport stop out the front has been beneficial in connecting with community.
- Hearing loops to be installed in all rooms.
- If going to provide access to a vending machine, need to consider the size of the vending machine and where it will be located in the facility.
- Recommend zip boils.
- Think about booking software and how bookings will be managed.
- Need to use a contractor who is specialised in floor maintenance.
- The Place provides a toy library, which is available for kids to play with, and also used in the playgroups. The disinfecting of these toys is shared between groups and has provided a coming together group type activity as they're done at the same time.

APPENDIX 2 – Fit-out equipment list

Area	Item	Qty	Supplier	Comments
Foyer	Lounge Charis	2		
	Lounge – 3-Seater			
	Coffee Tables	2		
	Moveable brochure / poster stand	1		
	Defibrillator	1		Wall mounted
Activity Room 1	Rectangular Tables 76x244cm – laminate top with Armor Edge	15	Sico	
	Chairs – Progress S/C Slate PP/Black 445mm	150	Sebel	
	Chair Trolley	1	Sebel	
	Digital projector (fixed), retractable screen and audio equipment			As per AV specialist's specifications to suit functions / uses
	Lectern	1		
	Round table	1		For presenter / laptop
Activity Room 2	Rectangular Tables 76x244cm – laminate top with Armor Edge	8	Sico	
	Chairs – Progress S/C Slate PP/Black 445mm	80	Sebel	
	Digital projector (fixed), retractable screen and audio equipment			As per AV specialist's specifications to suit functions / uses
	Lectern	1		
	Round table	1		For presenter / laptop
Activity Room 3	Rectangular Tables 76x244cm – laminate top with Armor Edge	10	Sico	
	Chairs – Progress S/C Slate PP/Black 445mm	100	Sebel	
	Digital projector (fixed), retractable screen and audio equipment			As per AV specialist's specifications to suit functions / uses
Activity Room 2 & 3 Kitchenette	Microwave	1		
	Under bench Fridge	1		
Activity Room 4	Rectangular Tables 76x244cm – laminate top with Armor Edge	4	Sico	
	Chairs – Progress S/C Slate PP/Black 445mm	35	Sebel	
	Digital projector (fixed), fixed screen and audio			As per AV specialist's specifications to suit functions /

APPENDIX 2 – Fit-out equipment list

	equipment			uses
Counselling / Interview Room	Desk/Workstation (1800mm min)	1		Should be sit-stand electronic adjustable
	Office Chair	1		
	Lounge chairs	2		
	Coffee Table	1		
	Conferencing AV Equipment			As per AV specialist's specifications to suit functions / uses outlined in the room data sheet
Office 1	Desk/Workstation (1800mm min)	5		Should be sit-stand electronic adjustable
	Office Chair	5		
	Cupboard 1800h x 1200w	1		
Office 2	Desk/Workstation (1800mm min)	3		Should be sit-stand electronic adjustable
	Office Chair	3		
	Cupboard 1800h x 900w	1		
Administration Room / Staff Room	Rectangular Tables 76x244cm – laminate top with Armor Edge	2	Sico	
	Chairs – Progress S/C Slate PP/Black 445mm	8	Sebel	
	Lounge Chairs	2		
	Coffee table	1		
	Full-size Refrigerator	1		
	Microwave	1		
	Staff Lockers	1		Must have minimum of 8 compartments - lockable
Kitchen and Pantry	Triple door Refrigerator	1		
	Double door Freezer	1		
	6 Burner Oven	1		
	Above bench commercial dishwasher	1		
	Fire blanket	1		
	Double shelf Stainless Steel Wheeled Trolley	2		
	Stainless Shelves & Benches			To be provided as per design layout and room data sheets.
	Cutting Boards 300x450x13 - different	6		

APPENDIX 2 – Fit-out equipment list

	colours			
	Tongs - 23cm	5		
	Basting Spoon 280mm - perforated	2		
	Basting Spoon 280mm - solid	2		
	Ladle 180ml	1		
	Ladle 240ml	1		
	Stockpot 15L with cover	1		
	Stockpot 9L with lid	1		
	Stockpot 6.25L	1		
	Frypan 280mm Inox	2		
	Colander 290mm / 5L (Stainless steel)	1		
	Water Carafes - Polycarbonate, 1L with lid	20		
	Oval Platters 400mm (stainless steel)	3		
	Platters 500mm (stainless steel)	2		
	Aluminum Baking Sheet 450x330	4		
	Baking Dish Aluminum 470x356	6		
	Cutlery Box 4 Comp Grey	5		
	Pasta bowl	144		
	Dessert Bowl	144		
	290ml mug	144		
	Dinner Plate 225mm	144		
	Side Plate 155mm	144		
	Teaspoon	156		
	Soup spoon	156		
	Table Fork	156		
	Dessert Fork	156		
	Dessert Spoon	156		
	Table Knife	156		
	Dessert Knife	156		
	Tumbler 220 ml	150		

APPENDIX 2 – Fit-out equipment list

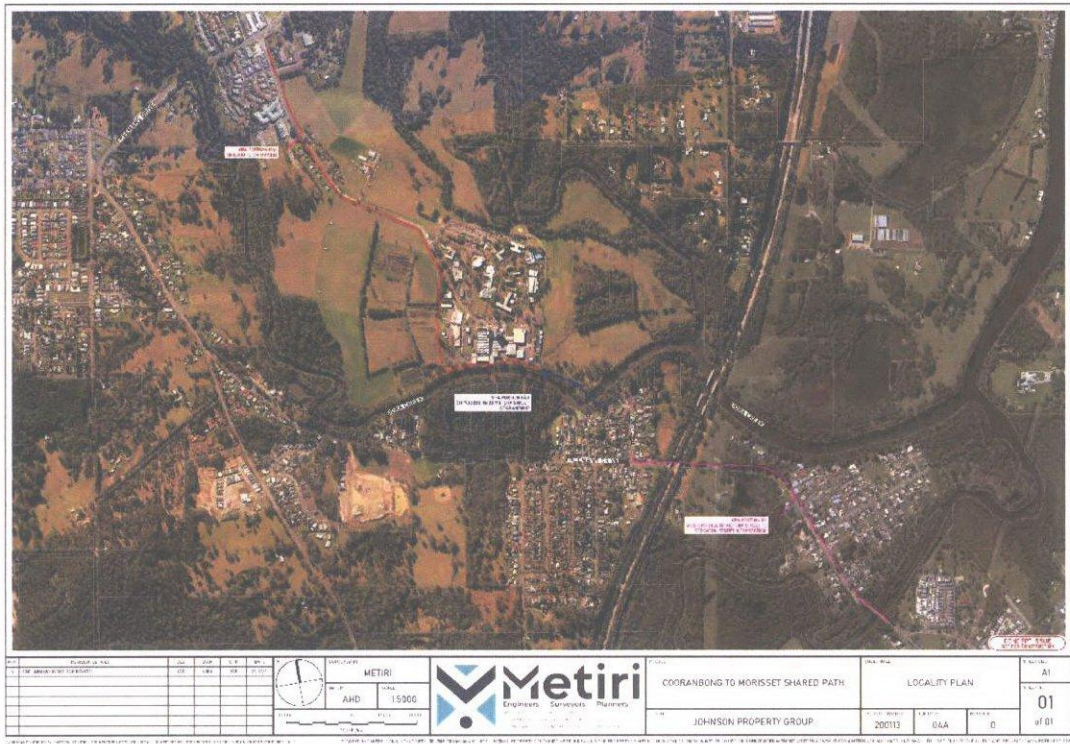
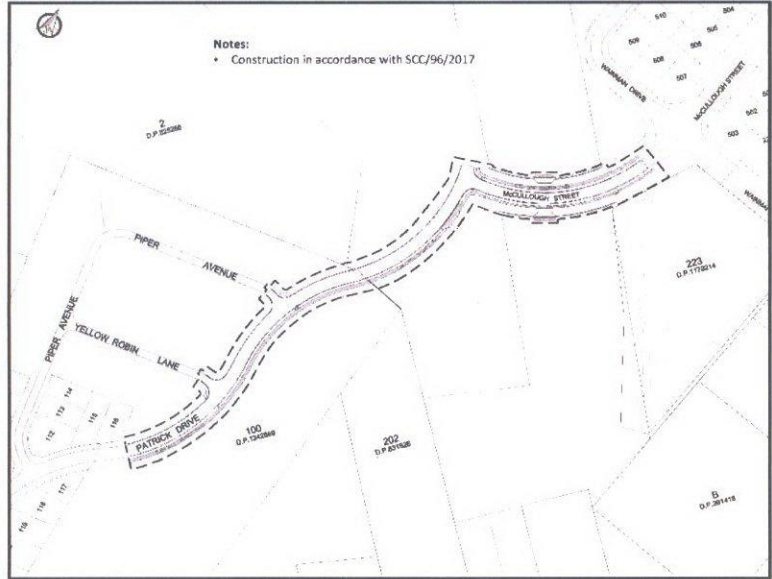
	Safety Urn 20L	3		
	Safety Urn 10L	2		
	Microwave - LG 42L	1		
Toilets	Baby Change Table	1		
Cleaners Room	Kitchen Broom - 600mm	1		
	Scissor Broom	1		
	Dusting mop - 600mm	1		
	Mop - flat Wet & Dry	2		
	Mop - refills	3		
	Dustpan and Broom -	3		
	Long handle dustpan and broom	1		
	Toilet Brushes	2		
	Wet Floor Signs	2		
	Caution Cleaning Sign	2		
	Vacuum - wet/dry 1500 Watt	1		
	Other	Bins – 27 Litres	8	
First Aid Kit		2		Wall-mountable

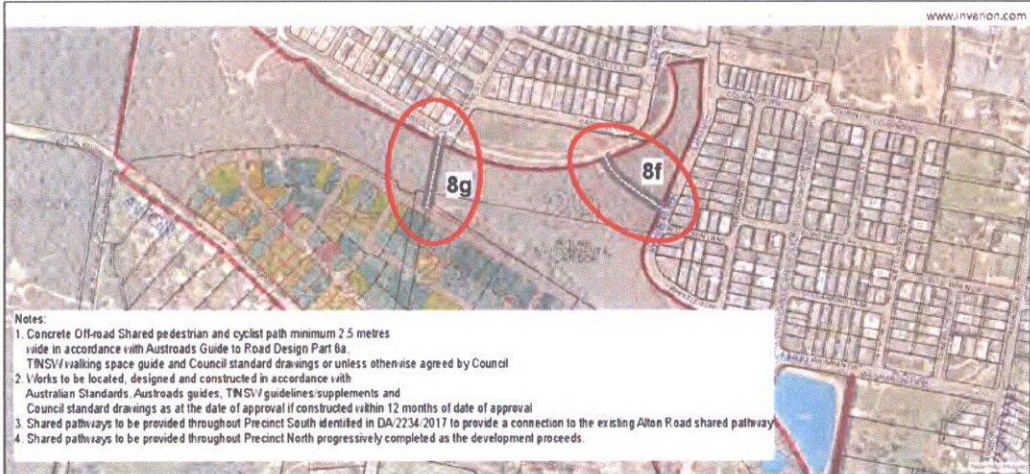
Annexure D

Plans showing Shared Pathways

(items 8d to 8g)

Items 8a and 15a - Extension of Patrick Drive to Wainman Drive, Coorabong
 Construction Road, Draft 04/2017 - Shared Pathway Infrastructure
 Feb 2021 Scale: NTS





- Notes:
1. Concrete Off-road Shared pedestrian and cyclist path minimum 2.5 metres wide in accordance with Austroads Guide to Road Design Part 6a TNSV/walking space guide and Council standard drawings or unless otherwise agreed by Council
 2. Works to be located, designed and constructed in accordance with Australian Standards, Austroads guides, TNSV guidelines/supplements and Council standard drawings as at the date of approval if constructed within 12 months of date of approval
 3. Shared pathways to be provided throughout Precinct South identified in DA/2234/2017 to provide a connection to the existing Alton Road shared pathway
 4. Shared pathways to be provided throughout Precinct North progressively completed as the development proceeds.



Items 8(g) and 8(f) - Off-road Shared pedestrian and cycleway paths connecting the North and South Precincts - from Carroll Circuit to Whistler Drive pathway and Carroll Circuit to future shared pathway connections within the South Precinct to the Alton Road shared path.

	Original Sheet Size A4	
Scale: N/A	Date: 17/12/2020	Sheet 1 of 1

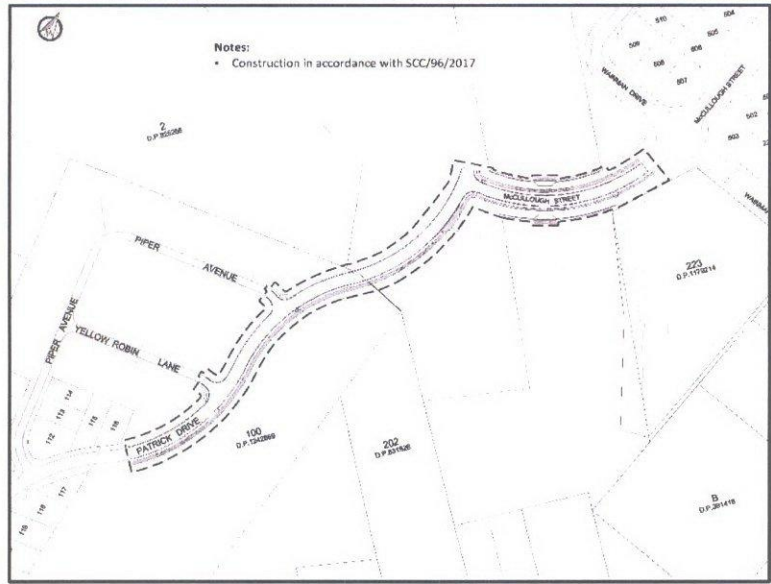
Annexure E Concept Plans for Road Works

Roadworks plans to be updated by the Developer in accordance with recent road works approvals and to reflect changes to the contributions schedule.

Items 8a and 15a - Extension of Patrick Drive to Wainman Drive, Cooranbong

Construction Road, Drainage, and Shared Pathway Infrastructure

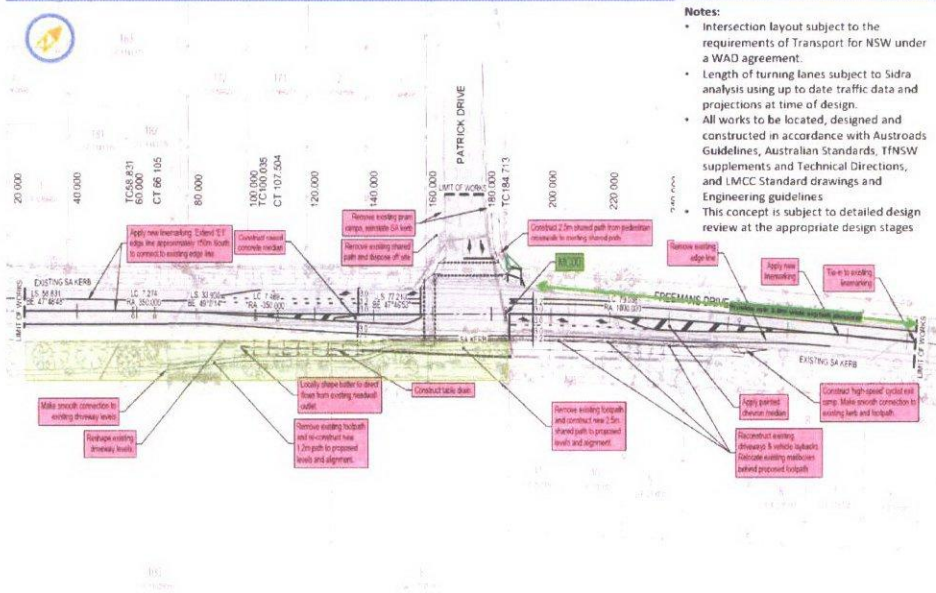
Feb 2021 Scale: NTS



Item 15b Intersection of Patrick Drive and Freemans Drive, Cooranbong

Construction a Traffic Control Signalised Intersection, including Road, Drainage, Footpath and Shared Pathway Infrastructure Upgrades

Feb 2021 Scale: NTS

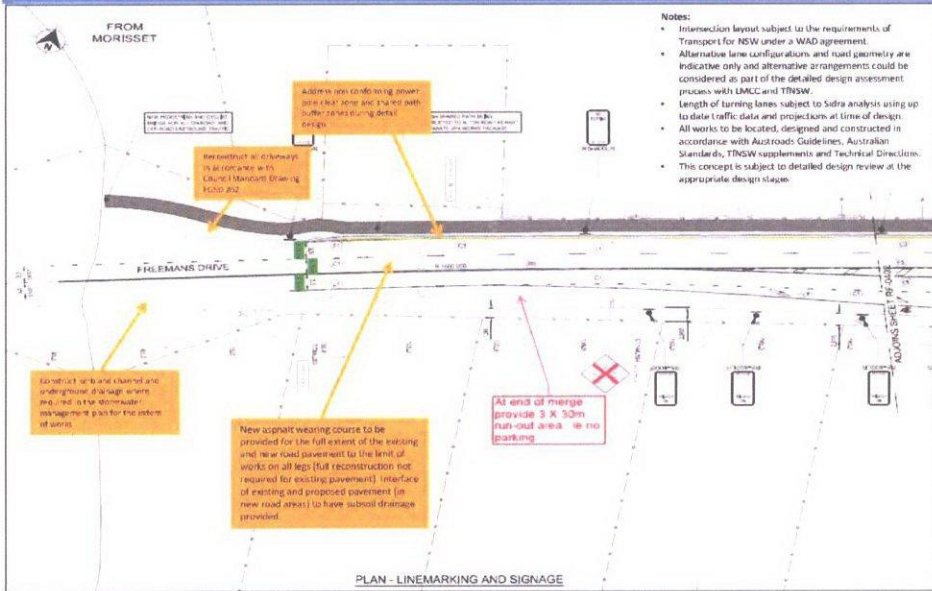


Item 16 - Intersection of Alton Road, Central Road and Freemans Drive, Coorabong

Construction of a Traffic Control Signalised Intersection, including Road, Drainage, Footpath and Shared Pathway Infrastructure Upgrades

Feb 2021

Scale: NTS

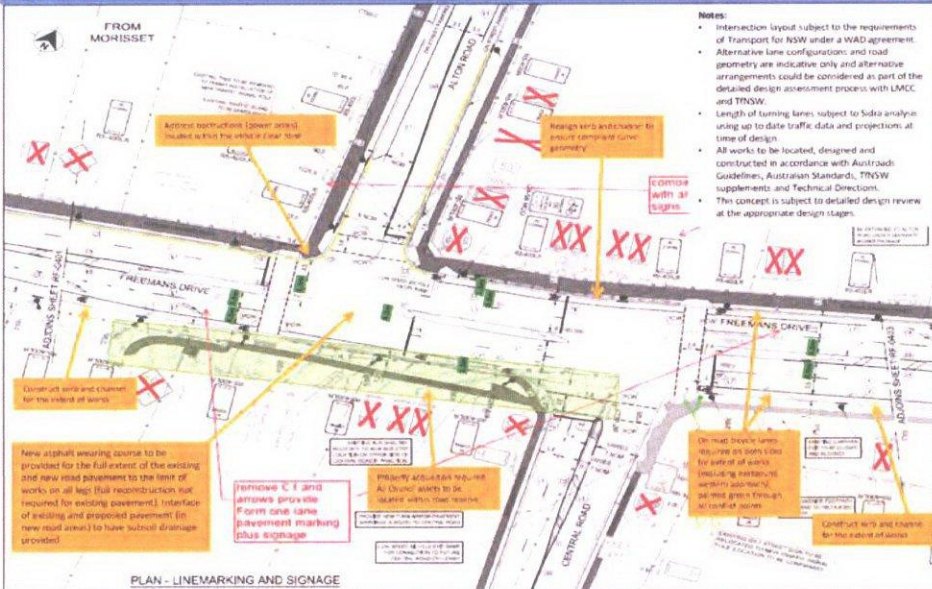


Item 16 - Intersection of Alton Road, Central Road and Freemans Drive, Coorabong

Construction of a Traffic Control Signalised Intersection, including Road, Drainage, Footpath and Shared Pathway Infrastructure Upgrades

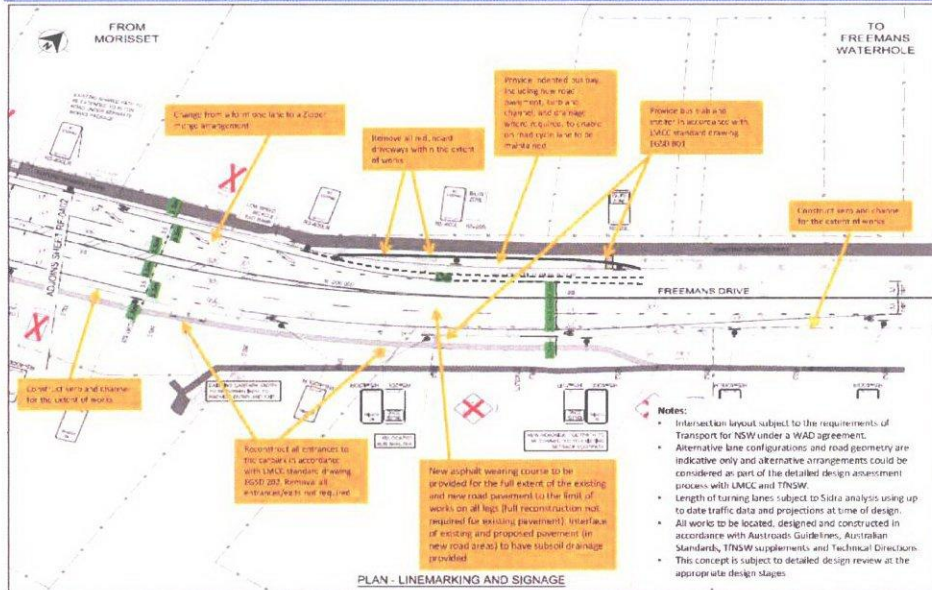
Feb 2021

Scale: NTS



Item 16 - Intersection of Alton Road, Central Road and Freemans Drive, Coorabong
 Construction a Traffic Control Signalised Intersection, including Road, Drainage, Footpath and Shared Pathway Infrastructure Upgrades

Feb 2021 Scale: NTS



Item 17 - Intersection of the Northern Access Road (715 Freemans Drive) and Freemans Drive, Coorabong

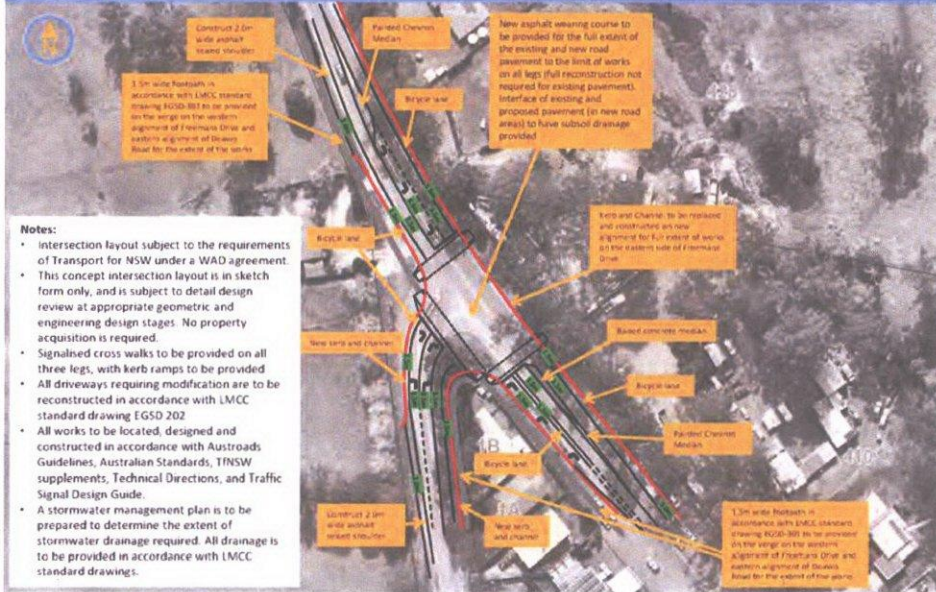
Construction a Priority Controlled Intersection, including dedicated right turn and left turn lanes, dedicated on road cycle lanes and a shared pedestrian/cyclist refuge.



Item 18 - Intersection of Deaves Road and Freemans Drive, Cooranbong

Construction A Traffic Control Signalised Intersection, including Road, Drainage, and Footpath Infrastructure Upgrades

Feb 2021 Scale: NTS



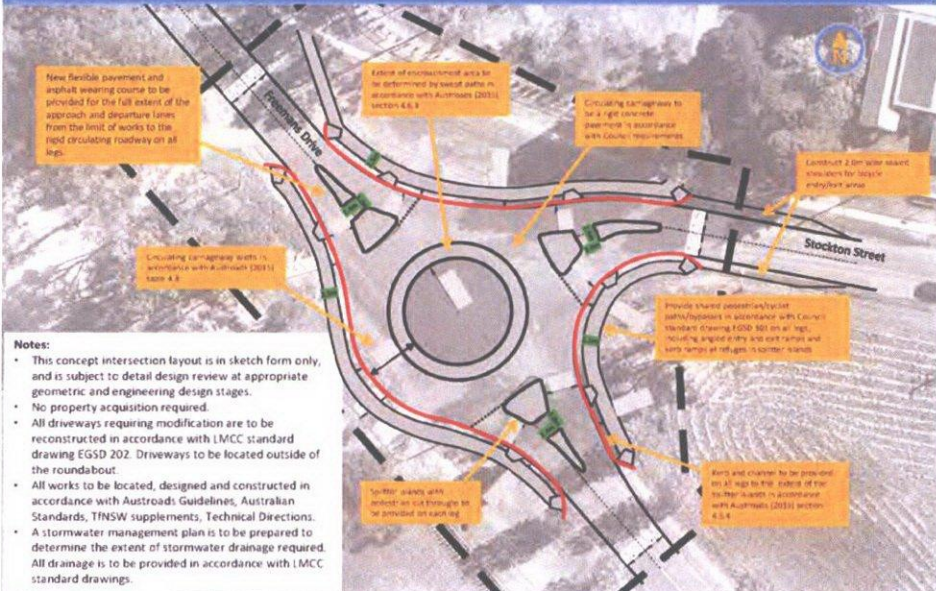
Notes:

- Intersection layout subject to the requirements of Transport for NSW under a WAD agreement.
- This concept intersection layout is in sketch form only, and is subject to detail design review at appropriate geometric and engineering design stages. No property acquisition is required.
- Signalised cross walks to be provided on all three legs, with kerb ramps to be provided
- All driveways requiring modification are to be reconstructed in accordance with LMCC standard drawing EGSD 202
- All works to be located, designed and constructed in accordance with Austroads Guidelines, Australian Standards, TNSW supplements, Technical Directions, and Traffic Signal Design Guide.
- A stormwater management plan is to be prepared to determine the extent of stormwater drainage required. All drainage is to be provided in accordance with LMCC standard drawings.

Item 19 - Intersection of Stockton Street and Freemans Drive, Morisset

Construction A Roundabout, including Road, Drainage, and Pedestrian and Cycle Provision

Feb 2021 Scale: NTS

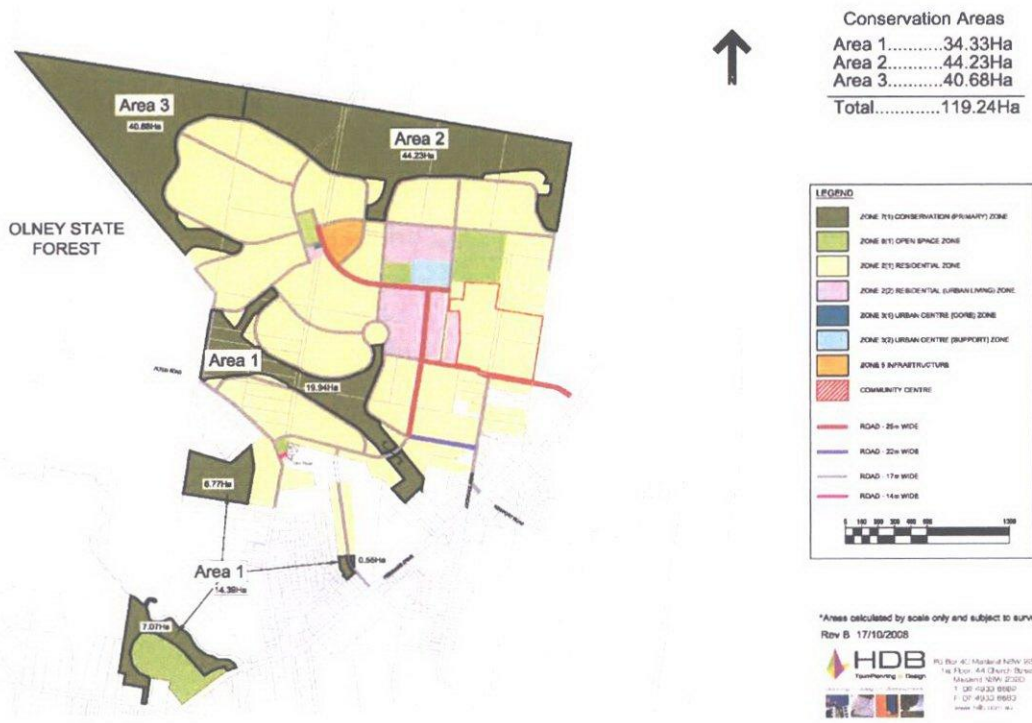


Notes:

- This concept intersection layout is in sketch form only, and is subject to detail design review at appropriate geometric and engineering design stages.
- No property acquisition required.
- All driveways requiring modification are to be reconstructed in accordance with LMCC standard drawing EGSD 202. Driveways to be located outside of the roundabout.
- All works to be located, designed and constructed in accordance with Austroads Guidelines, Australian Standards, TNSW supplements, Technical Directions.
- A stormwater management plan is to be prepared to determine the extent of stormwater drainage required. All drainage is to be provided in accordance with LMCC standard drawings.

Annexure F

Plan of Environmental Corridors



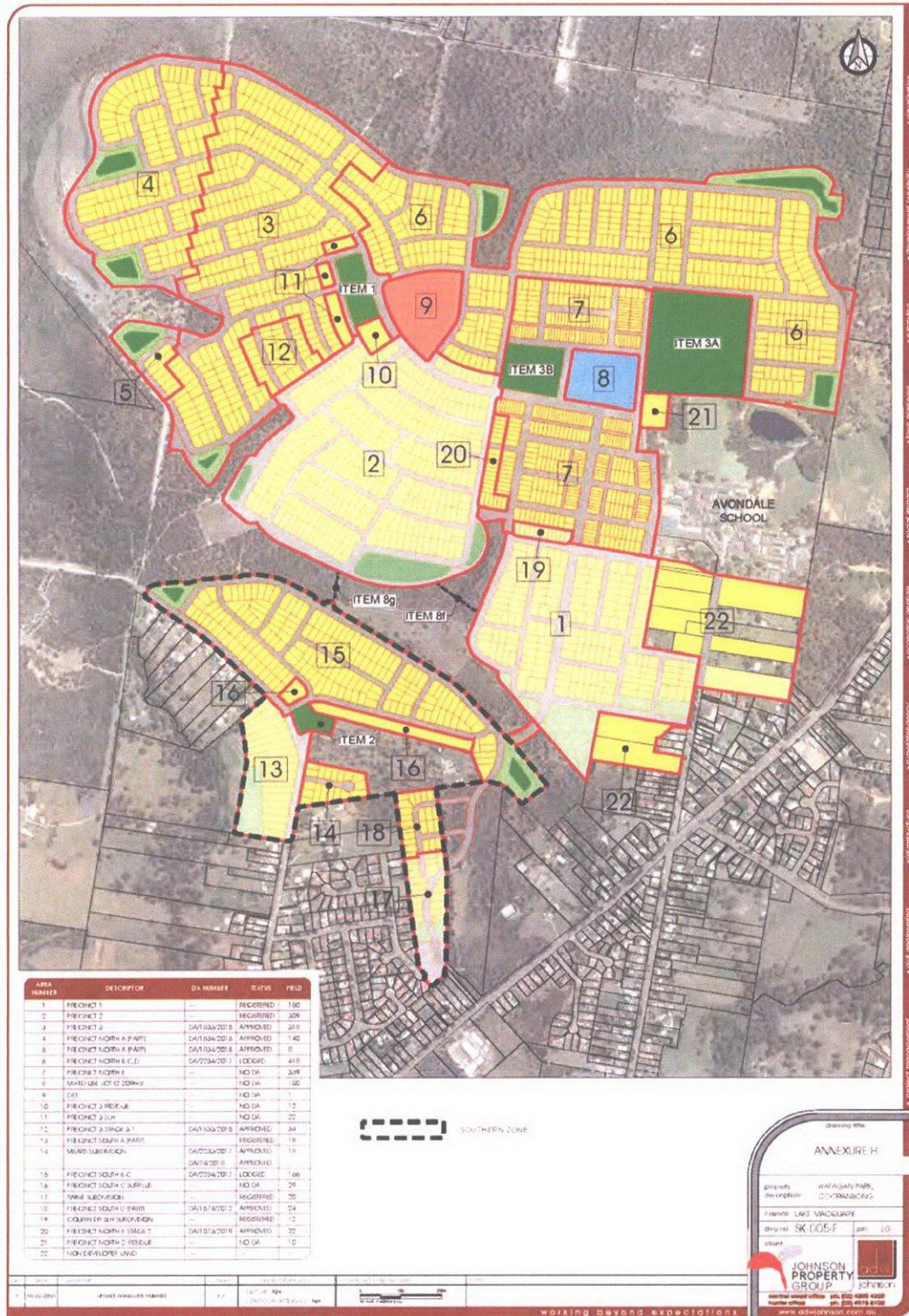
Annexure G Free from Contamination

- (a) Prior to dedication or transfer of any land to the Council the Developer must provide to the Council a Phase 1 Soil Contamination assessment in respect of the land prepared by an appropriately qualified and experienced independent consultant.
- (b) If the land is identified in the Phase 1 assessment as not having any Contamination, having regard to the intended use of the land under this Deed, the Council must (acting reasonably) notify the Developer within 20 Business Days after receiving a copy of the Phase 1 assessment whether it accepts the assessment or not.
- (c) If the Council accepts the assessment, the Developer must proceed to dedicate or transfer the land to the Council.
- (d) If the Council does not accept the Phase 1 assessment, it must:
 - (i) provide its reasons for not accepting the assessment to the Developer;
 - (ii) promptly commission, at the Developer's cost and expense, a review of the Phase 1 assessment from an appropriately qualified and experienced independent consultant; and
 - (iii) provide a copy of the review of the Phase 1 assessment to the Developer promptly after receiving it.
- (e) If the review of the Phase 1 assessment confirms the identification of the land as not having Contamination having regard to the intended use of the land under this Deed, the Developer must proceed to dedicate or transfer the land to the Council and the Council must accept the dedication or transfer.
- (f) If the Phase 1 assessment or the review of the Phase 1 assessment identifies the land as having Contamination or as having a not insignificant risk of having Contamination (having regard to the intended use of the land under this Deed), the following steps must be undertaken by the Developer:
 - (i) Prepare a Remediation Action Plan (RAP) and provide a copy of the RAP to Council;
 - (ii) The RAP shall be prepared by a suitably qualified and experienced contaminated land consultant, to the satisfaction of Council and in accordance with the following or any updated version of the following:
 - * "Guidelines for Consultants Reporting on Contaminated Sites" (NSW Office of Environment and Heritage 2011), and
 - * "Managing Land Contamination Planning Guidelines SEPP 55 – Remediation of Land" (Department of Urban Affairs and Planning and NSW EPA 1998).
 - (iii) The RAP shall be reviewed by a NSW EPA Accredited Site Auditor and prior to issue of any construction certificate (if required) a statement shall be provided to Council from the Site Auditor which clearly indicates that the RAP is practical and proposed remediation works will render the land suitable for the intended use under this Deed.
 - (iv) Prior to the dedication or transfer of the land to Council:
 - * The land shall be remediated in accordance with the RAP;

- * A Site Audit Statement prepared by a NSW EPA Accredited Site Auditor shall be provided to Council clearly indicating that the land is suitable for the intended use under this Deed; and
 - * Certification from the person who carried out remediation works shall be provided to Council in accordance with the Requirements of clause 18 of *State Environmental Planning Policy No 55 – Remediation of Land*.
- (g) The Developer is solely responsible for all costs in connection with complying with this Annexure, which is to be done at no cost to the Council.

Annexure H

Equivalent Lot Layout Plan



Annexure I

Critical and Non Critical Non Cash Contributions

Annexure I Critical and Non Critical Non Cash Contributions

Item	Facility	Critical (C) / Non Critical (NC) (Trigger threshold for Bank Guarantee)
	OPEN SPACE AND RECREATION	
1	Local Park (North) - Capital Works	C
1	Local Park (North) - Land	NC
2	Local Park (South) - Capital Works	C
2	Local Park (South) - Land	NC
3a	Sports and Dog Exercise - Capital Works	C
3a	Sports and Dog Exercise - Land	NC
3b	Neighbourhood Park - Capital Works	NC
3b	Neighbourhood Park - Land	NC
4a	Town Common Neighbourhood Park - Capital	C
4b	Town Common Sports Facility - Capital	C
5b	Multi courts at either item 3a or 4a	NC
6&7	Cash contribution	
8(a)	Shared path (Western side of development site to Cooranbong Town Common)	C
8 (b)	Shared path from eastern side of Patrick Dr and Freemans Dr intersection north along Freemans Dr to Avondale Road intersection	C
8(c)	Shared path from Cooranbong Town Centre to Town Common including a pedestrian/cycleway bridge crossing Dora Creek	C
8(d)	Shared path - from intersection of Central Rd and Freemans Dr, along Central Road, crossing Dora Creek to access road at 23 Victory Street Cooranbong.	C
8 (e)	Shared path - from western side of Victory Street and Freemans Drive intersection, along the northern side of Freemans Dr to Stockton St intersection. Including under the Pacific Hwy and over Stockton Creek.	C
9	Multi-purpose Centre - Works	C
9	Multi-purpose Centre - Land	NC
10, 11, 12	Cash	
15	Freemans Drive and new access road (central) traffic signals (Patrick Drive)	C
16	Freemans Drive and Alton Road traffic signals	C
17	Freemans Drive and new access road (north) new priority control	C
18	Freemans Drive and Deaves Road traffic signals	C
19	Freemans Dr and Stockton St roundabout	C

Annexure J Agreed Works Referenced in Item 16a of Schedule 2

Extend the shared path network;

Provide lighting on the proposed shared path routes;

Additional lighting on the Town Common sports fields;

Partial funding towards a new Freeman's Drive bridge;

Partial funding towards other intersection upgrades;

Other alternative projects identified by the Cooranbong community and approved by Council

Notes

(1) These items are to be developed for the benefit of the Cooranbong Community

(2) In determining which items in this list will be pursued, Council will consult with the Developer and the community.



Handwritten signatures of council members, including names like K. Khan, Jay, Jane, and Alan, and a large stylized signature.