

Voluntary Planning Agreement

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[Date]

City of Parramatta Council
ABN 49 907 174 773

WP Block H Pty Ltd
ACN 606 790 872

Contents

Parties	5
Background	5

[Date]

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Contents

Parties	5	
Background	5	
Operative part	5	
1	<i>Definitions</i>	5
2	<i>Interpretation</i>	10
3	<i>Planning Agreement under the Act</i>	11
4	<i>Application of this agreement</i>	12
5	<i>Operation of this agreement</i>	12
6	<i>Developer Contributions to be made under this agreement</i>	12
6.1	Developer Contributions	12
6.2	Monetary Contributions	12
6.3	Works	12
6.4	Recreation Facility	13
6.5	Public Access and Easements	13
6.6	Access to Council owned land	14
6.7	Council Stratum Lot	15
6.8	Recreation Facility Lot	16
7	<i>Community Infrastructure Management and Operational Fund (Wentworth Point)</i>	17
7.1	Surplus monies	17
7.2	Establishment of the Community Infrastructure Management and Operational Fund (Wentworth Point)	17
8	<i>Application of s 7.11, s 7.12 and s 7.24 of the Act to the Development</i>	18
9	<i>Registration of this agreement</i>	18
9.1	Developer Interest	18
9.2	Registration of this agreement	18
9.3	Removal from Register	19
9.4	Caveat	19
10	<i>Review of this agreement</i>	20
11	<i>Dispute Resolution</i>	20
11.1	Reference to Dispute	20
11.2	Notice of Dispute	20
11.3	Representatives of Parties to Meet	20

11.4	Further Notice if Not Settled	20
11.5	Mediation	21
11.6	Expert determination	21
11.7	Litigation	22
11.8	Suspension of contractual obligations	22
12	<i>Enforcement</i>	22
12.1	Default	22
12.2	Security	23
12.3	Security for Shuttle Bus Service	24
12.4	Compulsory Acquisition - Council Stratum Lot	25
12.5	Compulsory Acquisition - Recreation Facility Lot	25
12.6	Transfer Documents	26
12.7	General Enforcement	27
13	<i>Assignment and Dealings</i>	27
13.1	Assignment	27
13.2	Mortgages of the Land	27
13.3	Transfer of Land	27
14	<i>Approvals and consents</i>	28
15	<i>No fetter</i>	28
15.1	Discretion	28
15.2	No fetter	28
15.3	Planning Certificates	28
16	<i>Notices</i>	28
16.1	Notices	28
16.2	Notices sent by email	29
16.3	Receipt of Notices sent by email	29
17	<i>General</i>	30
17.1	Relationship between parties	30
17.2	Time for doing acts	30
17.3	Further assurances	30
17.4	Joint and individual liability and benefits	30
17.5	Variations and Amendments	30
17.6	Counterparts	30
17.7	Legal expenses and stamp duty	30
17.8	Entire agreement	31

17.9	Representations and warranties	31
17.10	Severability	31
17.11	Invalidity	31
17.12	Waiver	31
17.13	GST	32
17.14	Governing law and jurisdiction	32
Schedule 1	Developer Contributions	33
Schedule 2	Construction terms	37
Schedule 3	Open Space Land	47
Schedule 4	Summary of requirements (section 7.4)	49
Annexure A	Plan showing Land	51
Annexure B	Concept for Child Care Centre	52
Annexure C	Staging Plan	60
Annexure D	Shuttle Bus Service	61
Annexure E	Shuttle Bus Service – Service Summary	64
Annexure F	Open Space Land	69

Agreement

Date

Parties

First party

Name	City of Parramatta Council (Council)
ACN	49 907 174 773
Contact	Manager, Land Use Planning
Telephone	(02) 9806 5050

Second party

Name	WP Block H Pty Ltd (Developer)
ACN	606 790 872
Contact	Assunta Maude
Telephone	(02) 8878 6928

Background

- A. On 28 May 2018, the Council resolved to amend the DCP by way of the DCP Amendment.
- B. The DCP Amendment will apply to the Land.
- C. The Developer intends to seek Development Consent to develop the Land in a manner facilitated by the DCP Amendment substantially in accordance with the Design Competition Scheme.
- D. The Development of the Land is to be carried out in Stages as indicated in the Staging Plan.
- E. The Developer offers to enter into this agreement to make Developer Contributions for public purposes if Development Consent is granted to the Development, and progressively as various Stages in the Development are reached.

Operative part

1 Definitions

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

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

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

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

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Bank Guarantee means an irrevocable and unconditional undertaking that is not limited in time and does not expire by one of the following trading banks:

- (a) Australia and New Zealand Banking Group Limited,
- (b) Commonwealth Bank of Australia,
- (c) Macquarie Bank,
- (d) National Australia Bank,
- (e) St George Bank Limited,
- (f) Westpac Banking Corporation, or
- (g) Other financial institution approved by the Council,

to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council;

Bond means an insurance bond from a party with no less than an A- S & P credit rating;

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

Certificate of Practical Completion means a certificate issued by Council under clause 8.1(b)(i) of Schedule 2 of this agreement.

Child Care Centre means the child care centre for 75 places, approximately 1,100 m² of internal and external space, 23 car parking spaces and finished with a 'warm shell' including fixtures and equipment to form part of the Public Pavilion substantially in accordance with the Design Competition Scheme, subject to any Development Consent;

Claim means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this agreement;

Community Infrastructure Management and Operational Fund (Wentworth Point) means the fund to be established by Council in order to disburse the Surplus Funds - Intersection Upgrade Works and Surplus Funds - Recreation Facility;

Compliance Certificate means a compliance certificate within the meaning of s6.4 of the Act issued by an accredited certifier;

Construction Certificate means a construction certificate as defined under section 6.4 of the Act;

Construction Terms means the terms set out in Schedule 2;

Council Stratum Lot means a stratum lot or lots as shown in any Development Consent for the Development to contain the Public Pavilion and to be transferred to Council in accordance with clause 7 and Item D.1 in Schedule 1.

Design Competition Jury Report means the design excellence competition jury report for the phase 2 competition for architectural design Block H, Precinct B, Wentworth Point dated 21 November 2019;

Design Competition Scheme means the design competition winning scheme for the Land prepared by FJMT Architects, as amended by the Design Competition Jury Report and future detailed design to be determined in accordance with the procedures set out in the Design Competition Jury Report and the Construction Terms, and as otherwise amended from time to time;

Developer Contributions means the Monetary Contributions, Works and other public benefits set out in Schedule 1;

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

Damages means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

DCP means the *Homebush Bay West Development Control Plan 2014* as amended;

DCP Amendment means the part of Amendment No. 2 to the DCP, which applies to the Land;

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land;

Development means development on the Land:

- (a) facilitated by the taking effect of the DCP Amendment,
- (b) designed substantially in accordance with the Design Competition Scheme, subject to any Development Consent; and
- (c) for which Development Consent is granted;

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

Final Lot means a lot created in the Development for separate residential or commercial occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the parties, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) on which is situated a dwelling-house that was in existence as at the date of this agreement;

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;

Insolvent means, in relation to a party:

- (a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;

- (c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within [21] days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;
- (g) an execution or analogous process is levied or enforced against the property of that party;
- (h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (i) that party disposes of, or threatens to dispose of, a substantial part of its assets;
- (j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or
- (k) that party is unable to pay the party's debts as and when they become due and payable;

Intersection Upgrade Works means the design and construction works necessary to upgrade the intersection between Bennelong Parkway and Hill Road, Wentworth Point, including but not limited to the installation of traffic signals, associated road works, drainage, pedestrian access, active transport links, and public domain works including planting, street furniture and signage;

Land means Lot 24 in Deposited Plan 270778 and Lot 41 in Deposited Plan 270778.

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);

Monetary Contributions means the monetary contributions payable by the Developer under clause 6 of this agreement;

Occupation Certificate means an occupation certificate as defined under section 6.4 of the Act;

Open Space Land means the part of the Land indicatively shown as '*Public Open Space*' in the plan in Annexure F and the Stage H2 Public Open Space;

Peer Review means a review of the Schedule of Costs, carried out by an independent quantity surveyor who is a member of the Australian Institute of Quantity Surveyors and who is engaged by the Council for that purpose;

Public Domain Works means the embellishment works to be carried out on and to the Open Space Land as described in Item B.2 of Schedule 1;

Public Pavilion means the community building designed substantially in accordance with the Design Competition Scheme, subject to any Development Consent, and which is to include the Child Care Centre, a café and gallery space indicatively shown in the plans in Annexure B and generally in the location of the 'Child Care Centre' shown in Annexure F;

Public Pavilion Works means the works to be carried out to deliver the Public Pavilion as described in Item B.1 of Schedule 1;

Recreation Facility means either;

- (a) Indoor multi-purpose courts; or
- (b) A water recreation facility; or
- (c) Any other community recreation facility,

as determined in accordance with clause 6.4;

Recreation Facility Lot means any stratum lot or lots as shown in any Development Consent for the Development to contain the Recreation Facility (if the Recreation Facility is determined not to be a water recreation facility under clause 6.4) and to be transferred to Council in accordance with clause 6.8 and Item D.2 in Schedule 1 .

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

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

Residential Floor Space means any floor space in the Development which is proposed to be used for the purposes of residential accommodation as defined in the *Standard instrument – Principal Local Environmental Plan*.

Security means a Bank Guarantee or Bond;

Schedule of Costs means a schedule of the costs expended in delivering the Recreation Facility, prepared and certified by an independent quantity surveyor who is a member of the Australian Institute of Quantity Surveyors and who is engaged by the Developer for that purpose;

Shuttle Bus Security means a Bond provided under clause 12.3(a);

Shuttle Bus Service means item C.1 in Schedule 1;

Stage or Stages means the stages H0 to H6 shown on the Staging Plan;

Stage H2 Public Open Space means the part of the Land indicatively shown as 'Stage H2 Public Open Space' in the plan in Annexure F, which is to be no less than 6,450m² in area;

Staging Plan means the plan in Annexure C;

Surplus Funds - Intersection Upgrade Works means the difference between the actual cost of carrying out the Intersection Upgrade Works and the Monetary Contribution in Item A1 of Schedule 1;

Surplus Funds - Recreation Facility means the difference between the actual cost of delivering the Recreation Facility and the Works Value in Item B1 of Schedule 1.

TfNSW means Transport for New South Wales being a NSW Government agency and corporation incorporated under Part 1A of the *Transport Administration Act 1988* (NSW);

Transferee has the meaning given in clause 13.3;

Wentworth Point means the suburb of Wentworth Point in which the Development is proposed to be constructed;

Wentworth Point Library and Community Centre means the community facility owned by Council and constructed upon the land known as 10 Footbridge Boulevard, Wentworth Point as may be altered from time to time;

Works means the works set out in Part B of the table in Schedule 1;

Works Item means each item of Works being items B.1, B.2 and B.3 in Schedule 1;

Works Value means the amount set out in Column 5 of Schedule 1 in respect of each Works Item.

2 Interpretation

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

- (a) **(documents)** a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement 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 agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (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, general manager or managing director)** the president, CEO, general manager or managing director of a body or Authority includes 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 a requirement not to do any thing includes a requirement to prevent that thing being done;

- (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 one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (m) **(rules of construction)** neither this agreement 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, Australia, even if the obligation is to be performed elsewhere;
- (p) **(joint and several)** an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) 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 agreement 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) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (t) **(month)** a reference to a month is a reference to a calendar month; and
- (u) **(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 agreement is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 4 of this agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this agreement addresses those requirements.

4 Application of this agreement

This agreement applies to:

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

5 Operation of this agreement

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

6 Developer Contributions to be made under this agreement

6.1 *Developer Contributions*

The Developer must make the Developer Contributions in the manner and at the times set out in Schedule 1.

6.2 *Monetary Contributions*

- (a) The Developer will pay to Council, the Monetary Contributions set out in Schedule 1 or an amount calculated in accordance with the following formula, whichever is the greater:

$$\frac{\text{amount of monetary contribution in Schedule 1} \times \text{The CPI at the time of payment}}{\text{The CPI at the date of this agreement}}$$

- (b) The Monetary Contributions must be paid to Council at the times specified in Column 4 of Schedule 1 in respect of each item of Monetary Contributions
- (c) The Monetary Contributions must be paid by deposit by means of electronic funds transfer into an account specified by Council.
- (d) The Monetary Contributions will be taken to have been made when the funds have been deposited in the Council's bank account.
- (e) The parties agree and acknowledge that each item of the Monetary Contributions will be used by the Council for the public purpose set out in Column 2 of Schedule 1 in respect of that item.

6.3 *Works*

- (a) The Developer will carry out the Works in accordance with this agreement, any Development Consent granted for the Works and the Construction Terms.
- (b) The Works or any part of the Works required under this agreement will be taken to have been completed for the purposes of this agreement when a Certificate of Practical Completion has been issued for the Works.
- (c) The Works must be completed in Stages and at the times set out in Column 4 of Schedule 1 in respect of each Works Item.

- (d) The parties agree and acknowledge that each Works Item serves the public purpose set out in Column 2 of Schedule 1 in respect of that Works Item.

6.4 *Recreation Facility*

- (a) The parties agree and acknowledge that:
 - (i) the nature of the Recreation Facility will be determined by Council having regard to comments received during the public exhibition of this agreement or otherwise;
 - (ii) Council must advise the Developer of the required nature of the Recreation Facility within 20 Business Days of the execution of this agreement;
 - (iii) the parties agree to negotiate in good faith in respect of the design and details of the Recreation Facility and may enter into further agreements not inconsistent with this agreement in respect of the design, construction and availability of the Recreation Facility however the Developer otherwise agrees to construct the Recreation Facility in accordance with this agreement, any Development Consent granted for the Recreation Facility and the Construction Terms; and
 - (iv) that in determining the nature, design and details of the Recreation Facility the Parties must have regard to the Works Value of the Recreation Facility and ensure that the nature, design and details are such that the costs of the Recreation Facility will not exceed the Works Value for the Recreation Facility, unless Council agrees to fund any costs of the Recreation Facility which exceed the Works Value for the Recreation Facility.
- (b) If the Recreation Facility is determined to be in the nature of a water recreation facility, the Developer:
 - (i) must secure any permissions required from TfNSW in order to carry out the water recreation facility on land owned by TfNSW; and
 - (ii) must procure the agreement of TfNSW to the registration of an easement in gross burdening any land in the ownership of TfNSW upon which the Recreation Facility will be constructed, in favour of the Council permitting public access to the Recreation Facility;
 - (iii) agrees to the registration of an easement in gross burdening any land owned by the Developer upon which the Recreation Facility will be constructed, in favour of the Council permitting public access to the Recreation Facility on terms required by Council.
- (c) If the Developer is unable to comply with the obligations in clause 6.4(b) or has not otherwise been able to secure construction of the water recreation facility, on or before the issue of an Occupation Certificate for Stage H3 of the Development, the Developer must not proceed with the water recreation facility but instead must proceed with a Recreation Facility which provides for multi-purpose indoor courts or other community facility that Council determines is required at that time.
- (d) The Recreation Facility is to be constructed in accordance with Item B.3 in Schedule 1.

6.5 *Public Access and Easements*

- (a) The Developer will, at no cost to Council, register against the title to the Land:

- (i) a covenant in the terms set out in Schedule 3 prohibiting any building or structures from being constructed on the Open Space Land, other than structures for the purposes of enhancing public use of the Open Space Land as open space, which covenant is to be limited in depth to that which is necessary to accommodate the basement level of the Development; and
 - (ii) an easement in gross in the terms set out in Schedule 3, burdening the Open Space Land in favour of the Council permitting public access to the Open Space Land, which easement is to be limited in depth so as not to apply to the basement level of the Development.
- (b) Any requirement to register an easement, covenant or other instrument against the title to the Land will be satisfied when the Developer provides to the Council a copy of the relevant title search showing the registration of the instrument.
- (c) Any easement or covenant required under clause 6.5(a) must be registered:
- (i) in respect of the Stage H2 Public Open Space when any plan to effect a stratum subdivision to create the Stage H2 Public Open Space as a separate lot is registered, or prior to the issue of the first Occupation Certificate for Stage H2 of the Development, whichever is the later; and
 - (ii) in respect of the remainder of the Open Space Land – when any plan to effect a stratum subdivision to create that part of the Open Space Land as a separate lot is registered, or prior to the issue of the first Occupation Certificate for Stage H3 of the Development, whichever is the later.
- (d) The parties agree that the proposed covenant and easement under this clause will serve the following public purposes:
- (i) To increase the amount of and improve existing public open space areas in the vicinity of the Land;
 - (ii) To improve pedestrian circulation and the amenity of the public domain in the vicinity of the Land.
- (e) The Developer agrees and acknowledges that the obligations under this clause 6.5 are relevant considerations for the Council or any other consent authority when determining a Development Application or application to modify a Development Consent relating to the Land.

6.6 *Access to Council owned land*

- (a) The Council agrees to permit the Developer, its employees, officers, agents, and contractors upon receiving at least 10 Business Days' prior notice, to enter, pass through or occupy any Council owned or controlled land in order to enable the Developer to properly perform its obligations under this agreement. Nothing in this clause creates or gives the Developer any estate or interest in any part of the Council owned or controlled land.
- (b) The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the entry or access by the Developer to, or any presence of the Developer on, Council owned or controlled land for the purposes of performing its obligations under this agreement, except to the extent such Claim arises directly as a result of the

Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.

6.7 *Council Stratum Lot*

- (a) Prior to the issue of an Occupation Certificate for Stage H3 of the Development, the Developer must, at no cost to Council construct the Council Stratum Lot as part of the Development, in accordance with the Development Consent for Stage H3, the Detailed Design for item B.1, and the Construction Terms.
- (b) The obligations under clause 6.7(a) will be taken to have been fulfilled for the purposes of this agreement when a Certificate of Practical Completion is issued in respect of the Public Pavilion Works.
- (c) Within 10 Business Days after:
 - (i) The issue of an Occupation Certificate for Stage H3 of the Development; or
 - (ii) The registration of a plan of subdivision to create the Council Stratum Lot as a separate lot;

whichever occurs later, the Developer must transfer the Council Stratum Lot to the Council in accordance with any relevant provisions of the Construction Terms and Council must accept the transfer of the Council Stratum Lot so that immediately on transfer, the Council will have an estate in fee simple in possession, freed and discharged from:

- (iii) all estates, interests, trusts, restrictions, dedications, reservations; rights; and
 - (iv) any charges, rates and strata levies relating to a period prior to the transfer of the Council Stratum Lot to Council.
- (d) The parties acknowledge and agree that:
 - (i) easements may be required to be registered over the Council Stratum Lot in relation to services or other support required for the Development; and
 - (ii) an easement must not be registered over the Council Stratum Lot without the Council's prior approval.
- (e) The obligation under clause 6.7(c) will be taken to have been fulfilled for the purposes of this agreement when either a certificate of title is issued by NSW Land Registry Services for the whole of the Council Stratum Lot, or a title search is provided by the Developer to Council identifying Council as the registered proprietor of the Council Stratum Lot without encumbrances as required by clause 6.7(c).
- (f) For the purposes of clause 6.7(c) Council will do all things necessary including signing all documents required in order for the Developer to transfer the Council Stratum Lots to Council within 7 Business Days of submission of the required forms or documents to Council.
- (g) The Developer must, in accordance with the provisions of the Construction Terms, ensure that, on transfer of the Council Stratum Lot, Council will have the benefit of any defects liability warranty given by a builder for the Development and the Council Stratum Lot, together with any other warranties and guarantees in accordance with clause 8.3 of Schedule 2.

6.8 Recreation Facility Lot

- (a) This clause 6.8 applies only if the Recreation Facility is determined to be otherwise than in the nature of a water facility pursuant to clause 6.4(a).
- (b) Prior to the issue of an Occupation Certificate for Stage H6 of the Development, the Developer must, at no cost to Council construct the Recreation Facility as part of the Development, in accordance with the Development Consent for Stage H6, the Detailed Design for item B.3 and the Construction Terms.
- (c) The obligations under clause 6.8(b) will be taken to have been fulfilled for the purposes of this agreement when a Certificate of Practical Completion is issued in respect of the Recreation Facility.
- (d) Within 10 Business Days after:
 - (i) The issue of an Occupation Certificate for Stage H6 of the Development; or
 - (ii) The registration of a plan of subdivision to create the Recreation Facility Lot as a separate lot;

whichever occurs later, the Developer must transfer the Recreation Facility Lot to the Council in accordance with any relevant provisions of the Construction Terms and Council must accept the transfer of the Recreation Facility Lot so that immediately on transfer, the Council will have an estate in fee simple in possession, freed and discharged from:

- (iii) all estates, interests, trusts, restrictions, dedications, reservations; rights; and
 - (iv) any charges, rates and strata levies relating to a period prior to the transfer of the Council Stratum Lot to Council..
- (e) The parties acknowledge and agree that:
 - (i) easements may be required to be registered over the Recreation Facility Lot in relation to services or other support required for the Development; and
 - (ii) an easement must not be registered over the Recreation Facility Lot without the Council's prior approval.
 - (f) The obligation under clause 6.8(d) will be taken to have been fulfilled for the purposes of this agreement when either a certificate of title is issued by NSW Land Registry Services for the whole of the Recreation Facility Lot, or a title search is provided by the Developer to Council identifying Council as the registered proprietor of the Recreation Facility Lot without encumbrances as required by clause 6.8(d).
 - (g) For the purposes of clause 6.8(d) Council will do all things necessary including signing all documents required in order for the Developer to transfer the Recreation Facility Lot to Council within 7 Business Days of submission of the required forms or documents to Council.
 - (h) The Developer must, in accordance with the provisions of the Construction Terms, ensure that, on transfer of the Recreation Facility Lot, Council will have the benefit of any defects liability warranty given by a builder for the Development

and the Recreation Facility Lot, together with any other warranties and guarantees in accordance with clause 8.3 of Schedule 2.

7 Community Infrastructure Management and Operational Fund (Wentworth Point)

7.1 Surplus monies

- (a) The parties agree and acknowledge that:
 - (i) The total costs of carrying out the Intersection Upgrade Works may be less than the Monetary Contribution in Item A1 of Schedule 1;
 - (ii) The total costs of delivering the Recreation Facility may be less than the Works Value for Item B3 of Schedule 1;
 - (iii) any Surplus Funds - Intersection and Upgrade Works and Surplus Funds - Recreation Facility are to be dealt with in the manner set out in this clause 7.

7.2 Establishment of the Community Infrastructure Management and Operational Fund (Wentworth Point)

- (a) Council must within 50 Business Days of completion of the Intersection Upgrade Works:
 - (i) establish the Community Infrastructure Management and Operational Fund (Wentworth Point); and
 - (ii) invest all Surplus Funds - Intersection and Upgrade Works in an interest bearing account held in the name of the Council for the purpose of the Community Infrastructure Management and Operational Fund (Wentworth Point) pursuant to the provisions of section 625 of the *Local Government Act 1993*.
- (b) In respect of the Surplus Funds - Recreation Facility:
 - (i) the Developer must within 20 Business Days of completion of the Recreation Facility provide to Council a Schedule of Costs;
 - (ii) Council may, acting reasonably, within 10 Business Days from receiving the Schedule of Costs obtain a Peer Review of the Schedule of Costs and if it elects to do so, may provide a copy of the Peer Review to the Developer;
 - (iii) If each of the parties determines the actual costs of carrying out the Recreation Facility to be different, the actual costs of carrying out the Recreation Facility as set out in the Peer Review must be the amount used in calculating the Surplus Funds - Recreation Facility.
 - (iv) The Developer must:
 - (A) within 10 Business Days of receiving confirmation from Council that the Schedule of Costs provided to Council in accordance with clause 7.2(b)(i) is accepted; or

(B) within 10 Business Days from receiving the Peer Review pursuant to clause 7.2(b)(ii),

whichever is the earlier, transfer the Surplus Funds - Recreation Facility to a bank account nominated by Council.

- (c) Within 10 Business Days of receipt of the Surplus Funds - Recreation Facility, Council must invest the Surplus Funds - Recreation Facility in an interest bearing account held in the name of the Council for the purpose of the Community Infrastructure Management and Operational Fund (Wentworth Point) pursuant to the provisions of section 625 of the *Local Government Act 1993*.
- (d) The parties agree that Council may only apply monies from the Community Infrastructure Management and Operational Fund (Wentworth Point) towards the maintenance and operational needs of the:
- (i) Public Pavilion; and/or
 - (ii) Wentworth Point Library and Community Centre; and/or
 - (iii) any other Council owned or managed community facilities within Wentworth Point.

8 Application of s 7.11, s 7.12 and s 7.24 of the Act to the Development

- (a) This agreement does not exclude the application of section 7.11 of the Act except to the extent that it would authorise the imposition of a condition on a Development Consent for the Development requiring development contributions in respect of the provision of public amenities and services for the public purposes in respect of which Developer Contributions are required to be made under this agreement.
- (b) This agreement does not exclude the application of section 7.12 of the Act to the Development.
- (c) This agreement does not exclude the application of section 7.24 of the Act to the Development.
- (d) The benefits under this agreement are not to be taken into consideration in determining a development contribution under section 7.11 of the Act except as provided for above at clause 8(a) of this agreement.

9 Registration of this agreement

9.1 Developer Interest

The Developer represents and warrants to the Council that on the date of this agreement it is the registered proprietor of the Land.

9.2 Registration of this agreement

- (a) The Developer agrees that the Council may register this agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.

- (b) The Developer at its own expense will take all practical steps, and otherwise do anything that the Council reasonably requires to procure:
 - (i) the consent of each person who:
 - (A) has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW); or
 - (B) is seized or possessed of an estate or interest in the Land,
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant certificates of title,to enable the registration of this agreement in accordance with this clause 9.2.
- (c) The Developer consents to the registration of the agreement in accordance with this clause 9.2.

9.3 *Removal from Register*

- (a) The parties acknowledge that the Developer Contributions are each required to be provided in connection with the Stage of the Development noted in Column 4 of the table in Schedule 1 for that Developer Contribution (**Relevant Stage**).
- (b) Within 5 Business Days of the Developer having fulfilled its obligations to provide the Developer Contributions required in the Relevant Stage the Council will provide a release and discharge of this agreement so that it may be removed from the folios of the Register for that part of the Land comprising the Relevant Stage.
- (c) The Council will provide a release and discharge of this agreement from the folios of the Register for any Final Lots in the Development immediately before those lots are created so that the notation of this agreement does not appear on the title to those lots.

9.4 *Caveat*

- (a) The Developer acknowledges and agrees that:
 - (i) When this agreement is executed, the Council is deemed to have acquired and the Developer is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council will have a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest;
 - (ii) It will not object to the Council lodging a caveat on the relevant folios of the Register for the Land nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- (b) The Council must, at the Developer's cost, register a withdrawal of any caveat in respect of the Land within 5 Business Days after the Developer complies with clause 9.2 and must not lodge any other caveats on the titles to any of the Land.

10 Review of this agreement

- (a) This agreement may be reviewed or modified. Any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.
- (b) No modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.
- (c) A party is not in breach of this agreement if it does not agree to an amendment to this agreement requested by a party in, or as a consequence of, a review.

11 Dispute Resolution

11.1 *Reference to Dispute*

If a dispute arises between the parties in relation to this agreement, 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.

11.2 *Notice of Dispute*

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

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

11.3 *Representatives of Parties to Meet*

- (a) The representatives of the parties must promptly (and in any event within 20 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 11.6 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.

11.4 *Further Notice if Not Settled*

If the dispute is not resolved within 10 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 11.5 or by expert determination under clause 11.6.

11.5 *Mediation*

If a party gives a Determination Notice calling for the dispute to be mediated and clause 11.6 does not apply:

- (a) The parties must agree to the terms of reference of the mediation within 15 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 15 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 11.5 must:
 - (i) Have reasonable qualifications and practical experience in the area of the dispute; 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 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);
- (f) 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.

11.6 *Expert determination*

- (a) If the dispute is not resolved under clause 11.3 or clause 11.5, or the parties otherwise agree that the dispute may be resolved by expert determination, or if the parties disagree regarding whether expert determination is appropriate, but one of the parties calls for the dispute to be determined by expert determination, and the Chief Executive Officer of the professional body that represents persons who have the relevant expertise to determine the dispute provides a written

opinion that the dispute can be determined by a member of that body, the dispute will be referred to an expert, in which event:

- (b) The dispute must be determined by an independent expert in the relevant field:
 - (i) Agreed upon and appointed jointly by the parties; and
 - (ii) In the event that no agreement is reached or no appointment is made within 20 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) 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;
- (e) 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;
- (f) 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
- (g) 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 agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

11.7 *Litigation*

If the dispute is not *finally* resolved in accordance with this clause 11, then either party is at liberty to litigate the dispute.

11.8 *Suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 11.1, the referral to or undertaking of a dispute resolution process under this clause 11 does not suspend the parties' obligations under this agreement, other than any obligation that is the subject of the dispute.

12 Enforcement

12.1 *Default*

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, 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 25 Business 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 disputes the Default Notice it may refer the dispute to dispute resolution under clause 11 of this agreement.

12.2 Security

- (a) Prior to the issue of a Construction Certificate in respect of any Residential Floor Space for a Stage of the Development, the Developer must provide to the Council Security in the amount of 75% of the Works Value for the Works required to be delivered in that Stage to secure:
 - (i) the completion of those Works; and
 - (ii) if the relevant Stage includes the delivery of the Public Pavilion or the Recreation Facility, the transfer of the Council Stratum Lot (in respect of the Security provided for the Public Pavilion) or the Recreation Facility Lot (in respect of the Security provided for the Recreation Facility) .
- (b) The Council may reject any Security that contains errors, or if it has received the Security, require at any time the Developer to obtain a replacement Security that rectifies any such errors or otherwise obtain rectification of the errors. The Developer must provide the replacement Security, or otherwise obtain rectification of the errors, within 5 Business Days of receiving the Council's request.
- (c) The Council may call on a Security provided under this clause if:
 - (i) the Developer is in material or substantial breach of this agreement in respect of the obligation secured by the Security and has failed to rectify the breach within a reasonable period of time after having been given reasonable notice (which must not be less than 25 Business Days) in writing to do so in accordance with clause 12.1 of this agreement; or
 - (ii) the Developer becomes Insolvent and is in material or substantial breach of this agreement.
- (d) Within 20 Business Days of each anniversary of a Bank Guarantee provided under clause (a), the Developer must provide Council with one or more replacement Bank Guarantees (**Replacement Bank Guarantee**) in an amount calculated in accordance with the following:

$$A = \frac{B \times D}{C}$$

Where:

A is the amount of the Replacement Bank Guarantee,

B is the amount of the Bank Guarantee to be replaced,

C is the CPI for the quarter ending immediately before the date of the Bank Guarantee to be replaced,

D is the CPI for the quarter ending immediately before the date of the Replacement Bank Guarantee,

provided A is greater than B.

- (e) On receipt of a Replacement Bank Guarantee provided under clause 12.2(d), the Council must release and return to the Developer, as directed, the Bank Guarantee that has been replaced as soon as reasonably practicable.
- (f) At any time following the provision of a Security under this clause, the Developer may provide the Council with one or more replacement Securities totalling the amount of all Securities required to be provided under this clause for the time being. On receipt of such replacement Security, the Council must release and return to the Developer, as directed, the Security which it holds that has been replaced immediately.
- (g) The Council may apply the proceeds of a Security in satisfaction of:
 - (i) any obligation of the Developer under this agreement that is secured by the Security including the carrying out of the Works; and
 - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with the obligation secured by the Security.
- (h) The Council must promptly return a Security provided under this clause to secure the provision of any Works if requested by the Developer and:
 - (i) The Developer has issued a notice under clause 8.1(a) of Schedule 2 of this agreement in respect of the item of Works to which the Security relates; and
 - (ii) The Developer has provided a Security under clause 8.5 of the Construction Terms (defects liability guarantee) for that item of Works;
 - (iii) If the Security relates to other items of Works which are not complete for the purposes of this agreement, a replacement Security is provided by the Developer in an amount determined by the Council acting reasonably, that is equivalent to the costs of constructing those other items of Works.
- (i) For the avoidance of doubt, the Developer may direct Council in writing to continue to hold a Security provided under this clause 12.2 in satisfaction of the requirement to submit a Security under clause 8.5 of the Construction Terms for defects liability.
- (j) Nothing in this clause 12.2 prevents or restricts the Council from taking any enforcement action in relation to:
 - (i) any obligation of the Developer under this agreement that is not secured by a Security; or
 - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with an obligation under this agreement which is secured by the Security.

12.3 *Security for Shuttle Bus Service*

- (a) The Developer must, prior to the issue of an Occupation Certificate for Stage H4, provide to the Council a Bond in the amount of \$12 million less the costs incurred

by the Developer up to that point in time in providing the Shuttle Bus Service, to secure the provision of the Shuttle Bus Service for the remainder of the term during which it is to be provided.

- (b) Evidence of the cost of providing the Shuttle Bus Service is to be provided by the Developer to Council in the form of a '*service summary*' similar to that contained in Annexure E.
- (c) The Council may call on the Shuttle Bus Security if the Developer is in material or substantial breach of its obligations to provide the Shuttle Bus Service under this agreement and has failed to rectify the breach within a reasonable period of time after having been given reasonable notice (which must not be less than 20 Business Days) in writing of the need to do so.
- (d) The Council must within 3 Business Days of the end of the term during which the Shuttle Bus Service is to be provided under this agreement, return the Shuttle Bus Security to the Developer.
- (e) Nothing in this clause 4 prevents or restricts the Council from taking any enforcement action in relation to:
 - (i) any obligation of the Developer under this agreement that is not secured by the Shuttle Bus Security; or
 - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this agreement and which is not satisfied by calling on the Shuttle Bus Security.

12.4 Compulsory Acquisition - Council Stratum Lot

- (a) If the Developer does not transfer the Council Stratum Lot to Council as required by this agreement, the Council may compulsorily acquire the relevant land, in which case the Developer consents to the Council compulsorily acquiring that land for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures in the *Land Acquisition (Just Terms Compensation) Act 1991* and may call upon any Security provided under clause 12.2 in respect of the Public Pavilion to cover any costs, including legal costs, incurred by Council on acquisition of the Land.
- (b) Clause 12.4(a) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991*.
- (c) The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant land under clause 12.4(a).
- (d) The Developer must pay the Council, promptly on demand, an amount equivalent to all costs, including legal costs, incurred by the Council acquiring the whole or any part of the relevant land under clause 12.4(a) that are or cannot be recovered by calling on a Bank Guarantee.

12.5 Compulsory Acquisition - Recreation Facility Lot

- (a) If the Developer does not transfer the Recreation Facility Lot to Council as required by this agreement, the Council may compulsorily acquire the relevant land, in which case the Developer consents to the Council compulsorily acquiring

that land for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures in the *Land Acquisition (Just Terms Compensation) Act 1991* and may call upon any Security provided under clause 12.2 in respect of the Recreation Facility to cover any costs, including legal costs, incurred by Council on acquisition of the Land.

- (b) Clause 12.5(a) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991*.
- (c) The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant land under clause 12.5(a).
- (d) The Developer must pay the Council, promptly on demand, an amount equivalent to all costs, including legal costs, incurred by the Council acquiring the whole or any part of the relevant land under clause 12.5(a) that are or cannot be recovered by calling on a Bank Guarantee.

12.6 *Transfer Documents*

- (a) The Developer will deliver to Council
 - (i) a direction to the Registrar-General, duly executed by the Developer requiring the Registrar-General to deliver the certificate of title for the Council Stratum Lot or Recreation Facility Lot directly to the Council upon it being issued after the registration of the plan of subdivision to create the Council Stratum Lot or Recreation Facility Lot;
 - (ii) a form of transfer under the *Real Property Act 1900* for the purpose of transferring the Council Stratum Lot or Recreation Facility Lot when it is created with the Developer named as transferor and Council named as transferee, properly executed by the Developer but with the description of land omitted, which omission Council is entitled to rectify by inserting the proper title reference to the Council Stratum Lot or Recreation Facility Lot that will be appropriate at the time of lodgement of the transfer; and
 - (iii) any other document (for example a discharge of mortgage or withdrawal of caveat) in registrable form as is necessary to ensure that Council is able to register the transfer of the Council Stratum Lot or Recreation Facility Lot, or an irrevocable undertaking from the relevant person issuing the document that the document together with any certificates of title held by the person will be produced for registration on request for the purposes of transferring the Council Strata Lot or Recreation Facility Lot to Council under this agreement,

in the case of the Council Stratum Lot, prior to the issue of an Occupation Certificate for Stage H3 of the Development and in the case of the Recreation Facility Lot, prior to the issue of an Occupation Certificate for Stage H6 of the Development.

- (b) If, at any time, a certificate of title for the Council Stratum Lot or Recreation Facility Lot is provided, issued to or received by the Developer, the Developer must immediately provide that certificate of title to the Council, to be held by the Council until the transfer of the Council Stratum Lot or Recreation Facility Lot is effected in accordance with this agreement.

- (c) The documents referred to in clause 12.6(a) and 12.6(b) are to be held by Council as security for the performance by the Developer of the obligations imposed on it under this agreement.

12.7 *General Enforcement*

- (a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this agreement prevents:
 - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement 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 agreement or any matter to which this agreement relates.

13 Assignment and Dealings

13.1 *Assignment*

- (a) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties, which shall not be unreasonably withheld or delayed and must be provided within 5 Business Days.
- (b) A change in ownership of more than 50% of the shares of the Developer shall be deemed to be an assignment of this agreement for the purposes of this clause.

13.2 *Mortgages of the Land*

The Developer agrees not to enter into any agreements or contracts that would effect a mortgage of the Land in addition to those on title at the date of this agreement until this agreement is registered on the title to the Land pursuant to clause 9.2.

13.3 *Transfer of Land*

- (a) The Developer may not transfer, assign or dispose of the whole or any part of its right, title or interest in the Land (present or future) or in the Development other than a Final Lot, to another person (**Transferee**) unless before it sells, transfers or disposes of that right, title or interest:
 - (i) The Developer satisfies the Council, acting reasonably, that the proposed Transferee is financially capable of complying with the Developer obligations under this agreement;
 - (ii) The Developer satisfies the Council, acting reasonably that the rights of the Council will not be diminished or fettered in any way;
 - (iii) The Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council containing provisions under which the Transferee agrees to comply with all the outstanding obligations of the Developer under this agreement;
 - (iv) The Transferee delivers to the Council replacement Security as required by this agreement;

- (v) Any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and
- (vi) The Developer and the Transferee pay the Council's reasonable costs in relation to the assignment.

14 Approvals and consents

Except as otherwise set out in this agreement, and subject to any statutory obligations, a party must act reasonably when withholding an approval or consent to be given under this agreement and granting an approval or consent subject to any conditions determined. A party must give its reasons for withholding an approval or consent or for giving an approval or consent subject to conditions.

15 No fetter

15.1 *Discretion*

This agreement 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 Application or any other application for Development Consent (all referred to in this agreement as a "**Discretion**").

15.2 *No fetter*

No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement 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 agreement has full force and effect, and
- (c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

15.3 *Planning Certificates*

The Developer acknowledges that Council may, at its discretion, include advice on any planning certificate issued under section 10.7 of the Act that this agreement affects the Land.

16 Notices

16.1 *Notices*

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

- (a) must be in writing and signed by a person duly authorised by the sender, or bear the name and position of the person duly authorised by the sender if sent by email;

- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email, or at the address or fax number last notified by the intended recipient to the sender after the date of this agreement:

(i)	to City of Parramatta Council:	PO Box 32, Parramatta, NSW 2124 Email: KKuo@cityofparramatta.nsw.gov.au Attention: Manager, Land Use Planning
(ii)	to WP Block H Pty Ltd	Locked Bag 1400, Meadowbank NSW 2114 Email: legalnotice@billbergia.com.au Attention: Assunta Maude

- (c) is taken to be given or made:
- (i) in the case of hand delivery, when delivered; and
 - (ii) in the case of delivery by post, 3 Business Days after the date of posting (if posted to an address in the same country) or 5 Business Days after the date of posting (if posted to an address in another country).

16.2 Notices sent by email

- (a) A party may serve a Notice by email if the Notice:
- (i) includes a signature block specifying:
 - (A) the name of the person sending the Notice; and
 - (B) the sender's position within the relevant party;
 - (ii) states in the body of the message or the subject field that it is sent as a Notice under this agreement;
 - (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this agreement;
 - (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender as above
- (b) The recipient of a Notice served under this clause 16.2 must:
- (i) promptly acknowledge receipt of the Notice; and
 - (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause 16.2 does not invalidate service of a Notice under this clause.

16.3 Receipt of Notices sent by email

- (a) A Notice sent under clause 16.2 is taken to be given or made:
- (i) 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;
 - (ii) when the Notice enters an information system controlled by the recipient; or
 - (iii) when the Notice is first opened or read by the recipient,
- whichever occurs first.

- (b) If under clause 16.3 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 will be taken to have been given or made at the start of business on the next Business Day in that place.

17 General

17.1 *Relationship between parties*

- (a) Nothing in this agreement:
 - (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.

17.2 *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 agreement 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.

17.3 *Further assurances*

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

17.4 *Joint and individual liability and benefits*

Except as otherwise set out in this agreement, any agreement, covenant, representation or warranty under this agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

17.5 *Variations and Amendments*

A provision of this agreement 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.

17.6 *Counterparts*

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

17.7 *Legal expenses and stamp duty*

- (a) The Developer agrees to pay the Council's legal costs and disbursements up to an amount of \$25,000 in connection with the negotiation, preparation, execution,

carrying into effect, enforcement and release and discharge of this agreement, including the reasonable costs of obtaining any legal advice in connection with this agreement, no later than 10 Business Days after receiving a demand from the Council to pay such costs.

- (b) The Developer agrees to pay or reimburse the costs and expenses incurred by Council in connection with the advertising and exhibition of this agreement in accordance with the Act.
- (c) The Developer agrees to pay Council any administrative fees as required by Council acting reasonably, and as set out in Council's adopted schedule of fees and charges, in connection with the administration of this agreement.

17.8 *Entire agreement*

The contents of this agreement 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 agreement, whether orally or in writing.

17.9 *Representations and warranties*

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

17.10 *Severability*

If a clause or part of a clause of this agreement 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 agreement, but the rest of this agreement is not affected.

17.11 *Invalidity*

- (a) A word or provision must be read down if:
 - (i) this agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 17.11(b) applies.

17.12 *Waiver*

- (a) A right or remedy created by this agreement 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 agreement, 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.

17.13 GST

- (a) Words and expressions which are not defined in this agreement 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 agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this agreement, the Developer must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.
- (d) If the Council is obliged to pay any GST on any supply made under or in accordance with this agreement, the Developer indemnifies the Council for the amount of any such payment is required to make.

17.14 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this agreement.
- (a) 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.

Schedule 1 Developer Contributions

Column 1	Column 2	Column 3	Column 4	Column 5
Item/ Contribution	Public Purpose	Manner & Extent	Timing	Works Value
A. Monetary Contributions				
1. Bennelong/Hill Road Intersection Upgrade Works	Traffic	\$4,330, 000	Prior to the issue of a Construction Certificate for Residential Floor Space in Stage H0	N/A
2. Community Centre and Library Fit Out	Community Facilities	\$8,000,000	Prior to the issue of an Occupation Certificate for Stage H1 of the Development	N/A
3. Contribution for Additional Community Infrastructure	Community Facilities	\$1,970,481	Prior to the issue of an Occupation Certificate for Stage H3 of the Development	N/A
4. Additional Contribution for Additional Community Infrastructure	Community Facilities	\$4,760,000	Prior to the issue of an Occupation Certificate for Stage H5 of the Development	N/A

Column 1	Column 2	Column 3	Column 4	Column 5
Item/ Contribution	Public Purpose	Manner & Extent	Timing	Works Value
B. Construction of Works				
1.Public Pavilion	Community Facilities	Community building including, café, gallery space and Child care Centre substantially in accordance with the Detailed Design determined pursuant to the Construction Terms	Prior to the issue of an Occupation Certificate for Stage H3 of the Development	\$12,500,000
2. Public Domain Works	Open Space	Construction of the Public Domain Works substantially in accordance with the Design Competition Scheme, subject to any Development Consent, and the Detailed Design determined pursuant to the Construction Terms.	In respect of the part of the Public Domain Works on the Stage H2 Public Open Space, prior to the issue of an Occupation Certificate for Stage H2 of the Development, and in respect of the Public Domain Works on the remainder of the Open Space Land, prior to the issue of an Occupation Certificate for Stage H3 of the Development.	\$7,040,519

Column 1	Column 2	Column 3	Column 4	Column 5
Item/ Contribution	Public Purpose	Manner & Extent	Timing	Works Value
3. Recreation Facility	Active Recreation	Construction of a Recreation Facility determined in accordance with clause 6.4 and the Detailed Design determined pursuant to the Construction Terms.	Prior to the issue of an Occupation Certificate for Stage H6 of the Development	\$20,000,000
D. Dedication of Land				
1. Council Stratum Lot	Community Facilities	Dedication of the Public Pavilion described in Item B.1 of Schedule 1.	See clause 6.7(c)	NA
2. Recreation Facility Lot	Community Facilities	Dedication of the Recreation Facility described in Item B.3 of Schedule 1.	See clause 6.8(d)	NA
E. Other material public benefits				

Column 1	Column 2	Column 3	Column 4	Column 5
Item/ Contribution	Public Purpose	Manner & Extent	Timing	Works Value
1.Shuttle Bus Service	Traffic and Transport	Continued provision of the Baylink Shuttle free community bus service to a value of \$12 million (including costs incurred prior to the date of this agreement) as set out in Annexure D	Continuous until 28 January 2026 or until the Parramatta Light Rail (Stage 2) is operational, whichever is the earlier	NA
2. Open Space Land	Creation of Interests	Grant rights of public access to the Open Space Land and impose a covenant on the Open Space Land in accordance with clause 6.5(a). This land will remain in the ownership of the Developer and will not be transferred to Council.	At the time specified in clause 6.5.	NA

Schedule 2 Construction terms

1 Interpretation

1.1 For the purposes of this Schedule 2, the defined terms in clause 1 of this agreement, and the interpretation principles in clause 2 of this agreement will apply, and unless the context indicates a contrary intention:

Builder means any entity contracted under the Construction Contract to carry out the Works.

Concept Design means the design of the relevant Works Item prepared in accordance with clause 5.1 of this Schedule 2, and in respect of the Public Pavilion means the indicative design contained in Annexure B, which may be further modified pursuant to clause 5.1 of this Schedule 2.

Construction Contract means the contract to carry out each of the Works Items (whether or not that is a contract for a single Works Item only or forms part of a contract for the building of other components of the Development).

Defect or **Defective** means anything that adversely affects or is likely to adversely affect, the appearance, structural integrity, functionality, or use and enjoyment of any part of the Works.

Defects Liability Period means the period of 12 months from the date on which the Works Item is taken to have been completed for the purposes of this agreement.

Detailed Design means the final specifications and finishes for each Works Item and will include the design of each Works Item, installation specifications and estimated costs of construction and/or installation.

Services means all water, gas, electricity, television, drainage, sewerage, cable TV, data communications, telecommunications and other services which are required under a development consent within the meaning of the Act or an Approval and which are necessary or desirable for the construction or operation of the Development.

Superintendent means the Superintendent appointed under any Construction Contract.

2 Requirements of Authorities and Approvals

2.1 These Construction Terms must be read and construed subject to:

- (a) any requirements or conditions of any Development Consent;
- (b) the requirements of and conditions imposed by all relevant Authorities and all Laws relating to the Development and the construction of the Development.

2.2 If the Developer requires any Approvals in order to carry out the obligations under this agreement, then the Developer will acquire all Approvals necessary to carry out the Works at its own cost.

2.3 The Developer must ensure that the Works carried out under this agreement are carried out:

- (a) in accordance with the relevant Development Consent for each Works Item and all Approvals and the requirements of all Laws, including without limitation, work health and safety legislation; and
- (b) in a good and workmanlike manner and so that they are diligently progressed until completion;

AND it is acknowledged that to the extent that there is any inconsistency between this agreement and any Approval the terms of the Approval shall take precedence.

3 Costs of Works

Subject to the remainder of this agreement, all costs of the Works must be borne by the Developer.

4 Project Management and Contractor Engagement

4.1 The Developer will be responsible for managing each of the Works Items.

4.2 The Developer will ensure that any contractor it engages to carry out any Works agrees to:

- (a) carry out the Developer's obligations in these Construction Terms as part of any Construction Contract; and
- (b) prior to the commencement of any part of the Works, agree with Council a schedule of meetings that a Council representative will attend including but not limited to any meetings attended by the Superintendent and ensure that a Council representative is advised of any such meetings. For the avoidance of doubt, the meetings referred to in this clause 4.2(b) are separate to the inspections referred to in clause 7 of this Schedule 2.

5 Design Development and Approvals

5.1 Concept Design

- (a) The Council must notify the Developer of any design standards or guidelines or other requirements or policies of the Council (**Council Standards**) applicable to the design and specifications of each Works Item, prior to lodgement of a Development Application for the relevant Works Item, and if the Council fails to provide the Council Standards, the Developer must request them.
- (b) The Developer must prepare the Concept Design in accordance with:
 - (i) the Council Standards; and
 - (ii) the Design Competition Scheme,and must submit the Concept Design to Council in order for Council to consider its compliance with the Council Standards before lodging a Development Application for the Works..
- (c) If Council, acting reasonably, requires any amendments to a Concept Design then it must advise the Developer within 10 Business Days of receiving the design, provided the amendments are minor in nature or limited to requiring consistency with the Council Standards.
- (d) The Developer must make any amendment to a Concept Design requested by Council under clause 5.1(c) and resubmit the design for Council's approval.
- (e) If the Developer makes the amendments required by Council under clause 5.1(c) then Council must advise the Developer of its agreement to the Concept Design within five (5) Business Days of receipt of the amended Concept Design in accordance with clause 5.1(d).

5.2 Detailed Design

- (a) In respect of each of the Works Items, once Development Consent has been granted for the Works Item, the Developer must prepare the Detailed Design to be consistent with the Concept Design and Development Consent for the Works Item and submit the Detailed Design to the Council for approval, together with a detailed cost estimate for the Works Item certified by a suitably qualified quantity surveyor who is a member of the Australian Institute of Quantity Surveyors and engaged by the Developer (**Cost Estimate**).
- (b) Within 20 Business Days of receiving the Detailed Design and Cost Estimate, Council must notify the Developer in writing as to whether the Detailed Design is approved or not approved, and Council can only withhold its approval under this clause reasonably.
- (c) If the Council does not approve the Detailed Design, the notice to the Developer to that effect must detail:
 - (i) what, if any, changes are required to the Detailed Design to ensure it complies with the Development Consent and the Concept Design for the Works Item; and
 - (ii) what other changes Council requests which are not required to correct an inconsistency between the Detailed Design and the Concept Design or Development Consent for the Works Item.
- (d) If Council requests changes to the Detailed Design which are not required to correct an inconsistency with the Concept Design or Development Consent for the Works Item, then the Council must bear any additional costs incurred by the Developer in providing the Works Item as a result of the changes requested by the Council, including construction costs and consultants costs, if the changes requested will result in the Works exceeding the Works Value for the relevant Works Item.
- (e) The Developer must promptly amend the Detailed Design in response to any request by Council pursuant to clause 5.2(c) of this Schedule 2 prior to making an application for a Construction Certificate for the relevant Works Item, other than if:
 - (i) the change is requested under clause 5.2(c)(ii); and
 - (ii) the change will delay the carrying out of the relevant Works Item, or require a modification of the Development Consent for the relevant Works Item or any part of the Development.
- (f) The amended Detailed Design prepared under clause 5.2 (e) will be the agreed Detailed Design for the relevant Works Item.
- (g) Council may not request any variations to the Detailed Design other than pursuant to clause 5.2(c) of this Schedule 2, or once the Detailed Design has been agreed pursuant to clause 5.2(f) of this Schedule 2.
- (h) Any acceptance by the Council of the Detailed Design under this clause 5.2 of Schedule 2 is not to be taken as approval of or to any Construction Certificate for the relevant Works Items.
- (i) If Council fails to provide a response to the Detailed Design within the time required by clause 5.2(b) of this Schedule 2, the Developer may issue a notice to

the Council seeking its response, and if the Council does not provide a response within a further period of 10 Business Days, the Developer may proceed to seek a Construction Certificate for the Detailed Design notwithstanding the remainder of this clause 5 of Schedule 2 and the Detailed Design is deemed to have been agreed to by Council.

5.3 Good faith

The parties must act promptly and in good faith in relation to the Detailed Design.

5.4 Cost of Works

- (a) If the Council requests changes to the Detailed Design for any of the Works Items pursuant to clause 5.2(c)(ii) of this Schedule 2 and if the actual costs to complete the relevant Works Item exceeds the Works Value for the relevant Works Item, then once the relevant Works Item is complete, the Developer must provide to Council a notice of the actual costs incurred by the Developer in carrying out the Works Item which details the increase above the Cost Estimate for the Works Item as a result of the changes requested by Council, and which is accompanied by a certification of those costs from a quantity surveyor who is a member of the Australian Institute of Quantity Surveyors and engaged by the Developer for this purpose.
- (b) For the purposes of clause 5.4(a) of this Schedule 2, the actual costs of the relevant Works Item are the final certified contract costs inclusive of variations for the relevant Works Item and other costs reasonably incurred in the carrying out the relevant Works Item and paid by the Developer to third parties for the following:
 - (i) design of the relevant Works Item, project management, fees, investigations, consultant fees, studies or reports specifically required for the relevant Works Item; and
 - (ii) any Approval specifically required to be obtained for or in relation to the carrying out of the relevant Works Item.

6 Carrying out of each Works Item

6.1 Communication

The Developer must keep Council reasonably informed of progress of each Works Item and provide to Council such information about the Works Item as Council reasonably requests.

6.2 Standard of each Works Item

- (a) Unless otherwise provided, the Developer shall, and must cause the Builder to, use suitable new materials and proper and tradesmanlike workmanship when carrying out each Works Item.
- (b) The qualitative standard of the design and finishes for each Works Item must be consistent with the Development Consent and Approvals for the relevant Works Item and no less than those described in:
 - (i) any relevant Australian Standard; and
 - (ii) the Council Standards.

6.3 Damage to people, property & utilities

- (a) The Developer is to ensure to the fullest extent reasonably practicable that, in performing its obligations under this agreement:
 - (i) all necessary measures are taken to protect people and property;
 - (ii) unnecessary interference with the passage of people and vehicles is avoided; and
 - (iii) nuisances and unreasonable noise and disturbances are prevented.
- (b) Without limiting clause 6.3(a) of this Schedule, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any public land except as authorised in writing by the Council or any relevant Authority.

7 Inspection

- (a) On completion of the Detailed Design, the Council will within 20 Business Days provide a schedule of inspections to be undertaken by Council (**Inspection Schedule**) to occur at specified stages of the construction of each Works Item (**Inspection Stage**).
- (b) 5 Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Developer must notify the Council of the inspection date (**Inspection Date**).
- (c) On the Inspection Date the Developer must ensure that any employees, contractors, agents or representatives of Council have access to and may enter the Land to inspect the relevant Works Item.
- (d) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council may enter the Land or any part of the Land on which the relevant Works Item is located to inspect the progress of the relevant Works Item, subject to:
 - (i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);
 - (ii) giving reasonable notice to the Developer;
 - (iii) complying with all reasonable directions of the Developer and Builder; and
 - (iv) being accompanied by the Developer or a nominee, or as otherwise agreed.
- (e) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 7(c) or 7(d) of this Schedule 2), notify the Developer of any defect or non-compliance in the relevant Works Item (**Inspection Defect Notice**) and direct the Developer to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:
 - (i) removal of defective or non-complying material;
 - (ii) demolishing defective or non-complying work;

- (iii) reconstructing, replacing or correcting any defective or non-complying work; and
 - (iv) not delivering any defective or non-complying material to the site of the relevant Works Item.
- (f) If the Developer is issued an Inspection Defect Notice the Developer must, at its cost, rectify the defect or non-compliance specified in the Inspection Defect Notice within the time period specified in the Inspection Defect Notice, provided that it is reasonable having regard to the nature of the works.
- (g) If the Developer fails to comply with an Inspection Defect Notice, the Council will be entitled to refuse, acting reasonably, to issue a Certificate of Practical Completion until the Inspection Defect Notice has been complied with to Council's satisfaction.
- (h) For the avoidance of doubt, any acceptance by the Council that the Developer has rectified a defect or non-compliance identified in an Inspection Defect Notice does not constitute:
- (i) acceptance by the Council that the relevant Works Item complies with all Approvals and Laws; or
 - (ii) an Approval by the Council in respect of the relevant Works Item; or
 - (iii) an agreement or acknowledgment by the Council that the relevant Works Item is complete and may be delivered to the Council in accordance with this agreement.

8 Completion

8.1 Completion of a Works Item

- (a) When the Developer considers that a Works Item, or any part of a Works Item, is 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 Item is complete.
- (b) Within 10 Business Days of receipt of the notice under clause 8.1(a) of this Schedule 2, the Council will carry out an inspection of the relevant Works Item and will, acting reasonably, either:
- (i) Provide written certification to the Developer that the relevant Works Item has been completed; or
 - (ii) Notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued, provided that the Council cannot require any additional information or matters to be addressed unless:
 - (A) the additional information or matters are required to be provided or addressed in order to ensure that the Works Item complies with this agreement; and
 - (B) the additional information and matters required to be addressed would not reasonably have been apparent to Council at any Inspection Stage or if they would have been reasonably apparent at

any Inspection Stage, they were the subject of an Inspection Defect Notice which has not been satisfactorily complied with by the Developer

- (c) If the Developer is required to provide additional information or address any matters under clause 8.1(b)(ii) of this Schedule 2, 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 and make a further request under clause 8.1(a) of this Schedule 2 for written certification that the relevant Works Item has been completed.
- (d) In the event that the Developer considers that a Certificate of Practical Completion should have been issued by Council and none has been issued, the Developer may give a Notice of Dispute.

8.2 Delivery of documents

- (a) The Developer must as soon as practicable, and no later than 20 Business Days after the date on which a Certificate of Practical Completion is issued in respect of a Works Item, deliver to Council complete and legible copies of:
 - (i) all “as built” full-sized drawings, specifications and relevant operation and service manuals;
 - (ii) all necessary certificates including the certificates of any consultants of the Developer that the Council may reasonably require, and Approvals of any public utility authority (where relevant); and
 - (iii) copies of all Approvals required for use of the land subject to the relevant Works Item.
- (b) The Developer must as soon as practicable, and no later than 20 Business Days after the date on which a Certificate of Practical Completion is issued in respect of a Works Item provide the Council with a tour of the land subject to the relevant Works Item and provide reasonable instructions on the operation and use of the Services on that land.

8.3 Assignment of Warranties and Causes of Action

- (a) The Developer must assign (as beneficial owner) or cause to be assigned to Council the benefit of any warranties and guarantees obtained by the Developer and the Builder (and capable of assignment) with respect to any material or goods incorporated in or forming part of each Works Item.
- (b) To the extent that any such warranties or guarantees cannot be assigned, the Developer must at the request of Council do anything reasonably required by Council to enforce such warranties or guarantees for the benefit of Council.

8.4 Defects Liability Period

- (a) During the Defects Liability Period, the Council (acting reasonably) may give to the Developer a notice (**Rectification Notice**) in writing that identifies a Defect in a Works Item and specifies:
 - (i) action required to be undertaken by the Developer to rectify that Defect (**Rectification Works**); and

- (ii) the date on which the Defect must be rectified, which must be reasonable having regard to the nature of the Defect (**Rectification Date**).
- (b) The Developer must comply with the Rectification Notice by:
 - (i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;
 - (ii) keeping the Council reasonably informed of the action to be taken to rectify the Defect; and
 - (iii) carrying out the Rectification Works.
- (c) The Council must give the Developer and its contractors any access required to carry out the Rectification Works.
- (d) When the Developer considers that the Rectification Works are complete, the Developer must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out, including a Compliance Certificate to the effect that the Rectification Works are complete.
- (e) The Developer must meet all costs of and incidental to rectification of Defects under clause 8.4 of this Schedule 2.
- (f) If the Developer fails to comply with a Rectification Notice, then the Council may, acting reasonably, do such things or take such action as is necessary to carry out the Rectification Works on any part of the Land on which the relevant Works Item is located, without further notice to the Developer, and may:
 - (i) call upon any Security provided to the Council under this agreement in respect of the relevant Works Item to meet its costs of carrying out Rectification Works; and
 - (ii) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the Security and the costs incurred by the Council in carrying out Rectification Works.
- (g) The Developer must request that Council inspect the relevant Works Item 20 Business Days prior to the end of the Defects Liability Period for that Works Item. The Council must inspect the relevant Works Item at any time after receiving the request from the Developer and before the end of the Defects Liability Period.

8.5 **Security for Defects Liability**

- (a) Prior to the issue of a Certificate of Practical Completion in respect of the relevant Works Item the Developer must deliver to the Council Security in an amount equivalent to 2.5% of the Works Value of the relevant Works Item.
- (b) The Developer advises and the Council acknowledges its awareness that the Security may be supplied by the Builder and form a part of the security held by the Developer from the Builder under the terms of the Construction Contract, provided that:
 - (i) any Security provided by the Builder benefits the Council and satisfies the requirements of this agreement; and
 - (ii) the Developer procures an agreement from the Builder that the Council will be entitled to call on any Security provided by the Builder, in accordance

with the terms of this agreement and the terms of any Construction Contract.

- (c) Within 10 Business Days after the Defects Liability Period for a Works Item has expired Council must (if it has not called on it) return the Security referred to in clause 8.5(a) of this Schedule 2 for the relevant Works Items (or any remaining balance of it) to the Developer.
- (d) Notwithstanding clause 8.5(c) of this Schedule 2, if during the Defects Liability Period for a Works Item, the Council issues a Rectification Notice and the Rectification Notice is not complied with, then the Council need not deliver the balance of any Security provided to it in respect of the relevant Works Item, until that defect has been rectified.

9 Risk

The Developer undertakes the Works entirely at its own risk.

10 Insurance

- (a) Prior to the commencement of the construction of each Works Item, the Developer must ensure the Builder effects and the Developer must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):
 - (i) construction works insurance for the value of the relevant Works Item;
 - (ii) public risk insurance for at least \$20 million;
 - (iii) workers compensation insurance as required by Law.
- (b) The Developer must provide evidence of currency of insurance required by clause 10(a) of this Schedule 2 upon request by the Council, acting reasonably, throughout the term of this agreement.

11 Indemnities

The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the carrying out by the Developer of the Works except to the extent such a Claim arises either directly or indirectly or is caused or contributed to by any negligence, default, act or omission by Council or its employees, officers, agents, contractors or workmen.

12 Intellectual Property Rights

The Council acknowledges that the Developer or its contractors hold all rights to copyright and any intellectual property which may exist in the Works. To the extent the Developer has or receives intellectual property rights for the Works, the Developer shall assign those intellectual property rights to Council or permit use thereof.

13 Plans

The parties acknowledge and agree that further detail and refinement of plans and documents in connection with this agreement may be necessary having regard to the following matters:

- (a) matters affecting Works not capable of identification on or before the date of this agreement; or

(b) by agreement between the parties.

Schedule 3 Open Space Land

Terms of Easement

- 1 The terms of this easement apply to the Open Space Land.
- 2 The owner of the Open Space Land grants to the Council and members of the public full and free right to go, pass and repass over the Open Space Land at all times:
 - (a) with or without companion animals (as defined in the Companion Animals Act 1998) or other small pet animals; and
 - (b) on foot without vehicles (other than wheelchairs or other disabled access aids), unless vehicles are being used to access the building on the Land via clearly identified entry and exit points;for all lawful purposes.
- 3 The owner of the Open Space Land must, to the satisfaction of Council, acting reasonably:
 - (i) keep the Open Space Land (including any services in, on or under the Open Space Land) in good repair and condition;
 - (ii) maintain and repair the Open Space Land and all improvements on the Open Space Land;
 - (iii) keep the Open Space Land clean and free from rubbish; and
 - (iv) maintain sufficient public liability insurance covering the use of the Open Space Land in accordance with the terms of this Easement.
- 4 The owner of the Open Space Land must ensure that any rules made by an owners corporation or community association relating to the Open Space Land have been approved by the Council, and Council must provide its approval within 15 Business Days of submission of the draft rule to the Council by the owners corporation or community association, and Council must not withhold or delay its consent unreasonably.
- 5 If any member or members of the public loiter or congregate, for any purpose which the owner of the Open Space Land, acting reasonably, considers to be a nuisance or a safety risk, the owner may either remove those members of the public, or arrange for their removal by an appropriate authority.
- 6 The owner of the Open Space Land may erect safety signage and any other appropriate signage and may erect CCTV cameras in the Open Space Land.
- 7 The owner of the Open Space Land may engage security personnel to monitor and control the behaviour of the public including but not limited to prohibiting smoking, consumption of alcohol (except within licensed areas), passage of animals, bicycles and skateboards and the like in accordance with any rules made by an owners corporation or community association relating to the Open Space Land.
- 8 The owner of the Open Space Land may with the Council's prior written consent (except in the case of an emergency, in which case the Council's prior written consent is not required) which must not be withheld unreasonably, temporarily close or temporarily

restrict access through all or part of the Open Space Land for the time and to the extent necessary but only on reasonable grounds for the purposes of:

- (a) construction, construction access, repairs, maintenance, replacement and alteration to the Open Space Land or any improvements in, on or under the Open Space Land; or
- (b) security, public safety or evacuation of the Open Space Land and adjoining buildings.

9 Subject to ensuring the provision of access in accordance with above clause 1, the owner of the Open Space Land may, provided any necessary planning approvals are obtained:

- (a) Carry out works in the Open Space Land for the purposes of enhancing the Open Space Land;
- (b) Install or erect works of art, street furniture, awnings, tables and chairs associated with ground floor commercial premises, notice boards or any other similar improvements at ground level within the Open Space Land; and
- (c) Use the Open Space Land,

in a manner consistent with Parramatta City Council's Public Domain Guidelines dated July 2017 or any such policy of the Council that replaces that policy.

10 The Council is solely empowered to release this Easement.

11 This Easement may only be varied by written agreement between the Council and the owner of the Open Space Land.

Terms of Covenant

- 1. The terms of this restriction on use of land apply to the Open Space Land.
- 2. The Owner of the Open Space Land covenants with Council that, subject to clause 3 below, it will not erect, or allow the erection of, any building or structure on the Covenant Site.
- 3. Clause 2 does not apply to any building or structure erected on the Covenant Site which is used predominantly for the purpose of enhancing public use of the Covenant Site as open space.

Schedule 4

Summary of requirements (section 7.4)

Subject and subsection of the Act	Planning Agreement
<p>Planning instrument and/or Development Application – Section 7.4(1)</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 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>Lot 24 in Deposited Plan 270778, and Lot 41 in Deposited Plan 270778.</p>
<p>Description of the application – Section 7.4(3)(b)</p>	<p>Development on the Land facilitated by the DCP Amendment</p>
<p>The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 7.4(3)(c)</p>	<p>Developer Contributions are to be provided as set out in Schedule 1</p>
<p>Applicability of section 7.11 of the Act – Section 7.4(3)(d)</p>	<p>Excluded only to the extent set out in clause 8(a)</p>
<p>Applicability of section 7.12 of the Act – Section 7.4(3)(d)</p>	<p>Not excluded</p>
<p>Applicability of section 7.24 of the Act – Section 7.4(3)(d)</p>	<p>Not excluded</p>
<p>Mechanism for dispute resolution – Section 7.4(3)(f)</p>	<p>See clause 11</p>
<p>Enforcement of the Planning Agreement – Section 7.4(3)(g)</p>	<p>See clause 12</p>
<p>Registration of the Planning Agreement – Section 7.6</p>	<p>Yes</p>
<p>No obligation to grant consent or exercise functions – Section 7.4(9)</p>	<p>Yes</p>

Executed as an agreement

Executed by **City of Parramatta City Council** under seal in accordance with a resolution of the Council on [insert date]:)
)
)

.....
Signature of

.....
Signature of

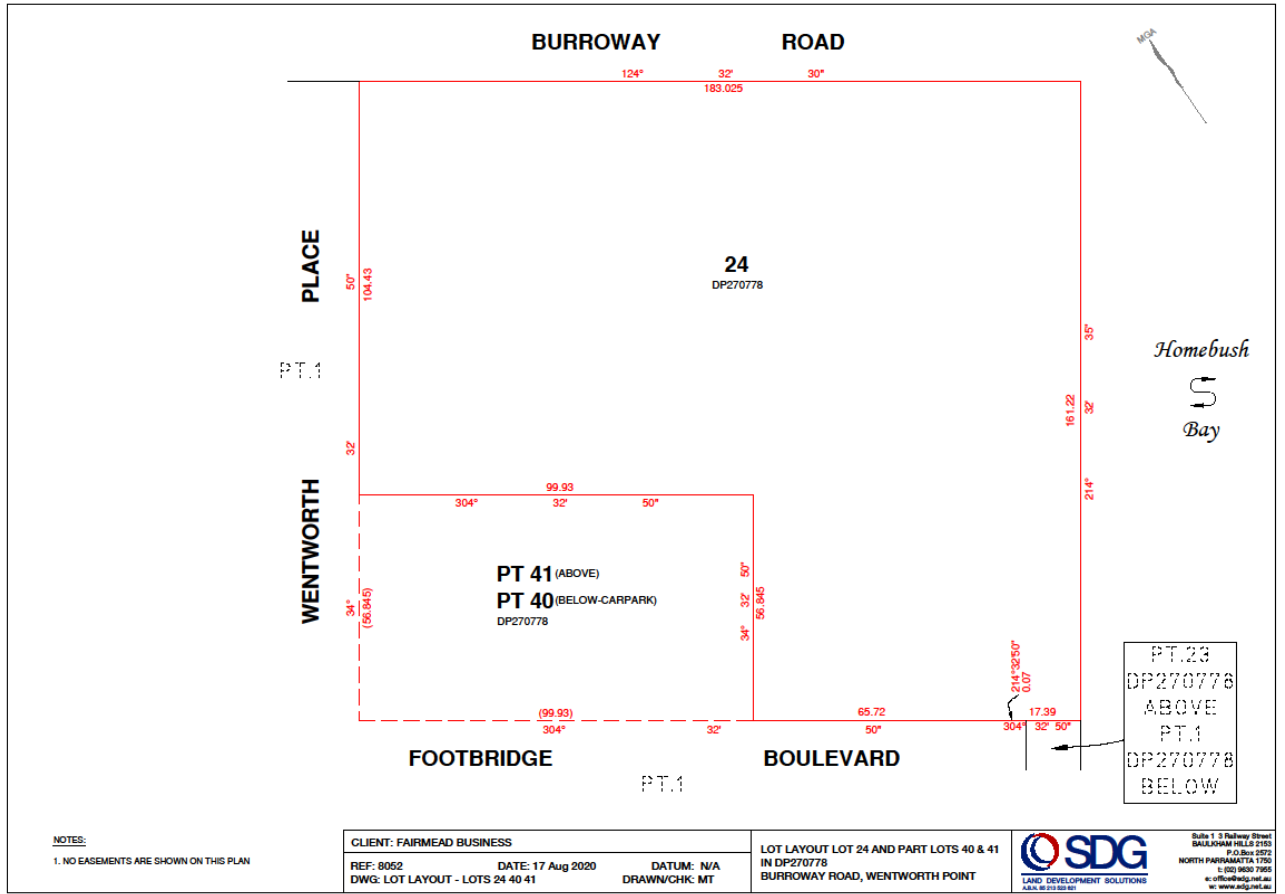
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[Insert further execution clauses as required for each party]

Annexure A

Plan showing Land





Specifications For Community Child Care Centre

1 INTRODUCTION

This document provides a general return brief to accompany a Voluntary Planning Agreement at Block H at Wentworth Point for the delivery of a child care centre to accommodate a total of 75 children to City of Parramatta Council.

The return brief includes the core accommodation and amenity specifications to inform the general arrangement planning for the Centre that will be confirmed with Council prior to lodgement of the Development Application for the Centre.

A concept scheme for the Centre as awarded design excellence is attached to the brief and is subject to further refinement in accordance with Council's review and the Development Application process.

2 GENERAL REQUIREMENT

2.1 Number of Children Accommodated

The Child Care Centre will be designed to suit 75 children, nominally divided into three age brackets of:

- 25 Children, Age 0-2
- 25 Children, Age 2-3
- 25 Children, Age 3-5

The centre design will allow for the segregation of these three age brackets.

2.2 Staff Ratio

The Child Care Centre will be designed to suit the Staff Ratio required for Compliance.

2.3 Location

The location of the Centre will be subject to Council approval and be reflected in the relevant Development Application. It is intended at this point to be accessed from Footbridge Boulevard with dedicated lift and stair access the facility to car parking as required.

The location will have access to dedicated staff parking, parents drop /off collection points (including parking) and service vehicle provision. The location will ensure the centre includes:

- Compliant internal play space of min. 3.25sq.m of unencumbered space per child.
- Secure and shaded outdoor play space of min. 7 sq.m of unencumbered space per child

- All associated ancillary spaces, as summarised in the following sections and as required by code.
- Capacity for safe and secure drop off/collection points. *
- Located away from hazardous materials and noise and cause minimum disruption to adjoining residential dwellings.

2.4 Car Parking and Servicing

The Child Care Centre will be provided with a total of 23 dedicated spaces, including:

- 14 spaces for staff parking
- 8 Spaces for parents / visitors for drop off and collection.
- 1 space for deliveries (passenger vehicle / van only as per Council's DCP)

A secure path of travel will be provided from the drop off/collection point to the dedicated Child Care Centre foyer.

2.5 General Size

Based on past requirements for 75 children, the centre will likely require an unencumbered space of nominally 245 sq.m of indoor space and 525 sq.m of outdoor space. Taking into account staff and ancillary areas, the child care centre will be 1100 sq.m subject to detailed design and regulatory compliance.

3 COMPLIANCE

The Child Care Centre amenity and fitout requirements, will comply with relevant legislation, regulations and guidelines as apply at the time and currently including.:

- National Quality Framework, Australian Children's Education and Care Quality Authority.
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- Child Care Planning Guideline, NSW Department of Planning and Environment August 2017
- Parramatta Council DCP subject to precedence of the Child Care Planning Guideline
- Building Code of Australia (BCA)

Compliance with the these will prevail over the following specifications.

4 AMENITY REQUIREMENTS

4.1 Outdoor Space

- 7 sq.m of unencumbered space is to be provided per child.
- For the purposes of calculating useable outdoor play space, items such as car parking areas, storage sheds and other fixed items that prevent children from

using the space or that obstruct the view of staff supervising children in the space are to be excluded.

- The outdoor space is to be shaded and provide protection from the sun,
- The space shall include plants, trees, edible gardens, ricks, mud, water, sand and other elements from nature.
- The physical environment is to be safe and provide physical protection, avoid capacity for climbing to the edges and where falls or 'escape' can occur.
- Visual privacy is to be provided from adjoining uses, such as retail or dwellings.
- The layout is to maximise visual supervision from staff.
- The outdoor space is to have good connection to toilet and washing facilities

4.2 Indoor Space

- 3.25 sq.m of unencumbered space is to be provided per child.
- For the purposes of calculating unencumbered indoor play space, items such as any passage way or thoroughfare, door swing areas, kitchen, cot rooms, toilet or shower areas located in the building or any other facility such as cupboards are to be excluded.
- The internal areas are to have access to natural light, good ventilation, fresh air.
- The indoor space is to encompass a series of play rooms, sufficient to accommodate the nominated three age brackets with a combination of active areas, quiet areas, and formal quiet areas (for resting and sleeping). Each play room is to have glazed access to the outdoor space.
- Cot areas for 0-2 year old's are to be separated from older age groups. The cot area/s are to have direct access to emergency egress points.
- Internal areas are to have good access to toilet, washing and nappy change areas.
- A craft preparation area is to be provided that includes a sink, benchtop and lockable cupboard. This should be included in each separate playroom.

4.3 Foyer

- A safe and secure entry foyer with street access.
- Dedicate lift and stair from street level and parking. The Lift shall be a min. 17 person MRL type lift with security controls.
- Accessible from the staff administration areas.
- Provide visual connection to observe external areas
- Include an area for the parking of prams.
- Include an area for the signing in/out for drop off and collection of children.
- The foyer area may be shared between the two childcare facilities
- Include notice board areas for key information.

4.4 Staff Facilities

- An administration office is to be provided that allows for private consultation between staff and parents

- Include a room or an area, located away from the areas used by children that is used as a respite for staff.
- Include staff toilet and kitchenette.

4.5 Toilets and Washing Facilities

- The premises shall include toilets, hand washing and bathing facilities, which are safe and appropriate for the various age groups accommodated.
- The toilets to include WC's and basins at child height. Viewing windows above 1.5m into the toilet areas to be provided for safety for monitoring by staff
- The number of toilets are to be verified against the BCA
- A centralised disabled WC is to be provided that allows access from the foyer space and by parents/staff.

4.6 Nappy Change Areas

- A nappy change area is to be provided, connected to each playroom for 0-2 year olds and the 2-3 year old playroom
- The facilities are to include a stable surface for changing of nappies and include 1 space per 10 children.
- Include hand washing facilities for adults
- Include storage for soiled nappies and disposal, soiled cloth and clean nappies.
- The change area must be separated from food preparation and craft areas.

4.7 Food Preparation

- A designated kitchen is to be provided, that includes a stove, microwave, sink, hot water supply, bin storage and suitable bench area.
- The kitchen must include a door, half-gate or other barrier to prevent unauthorised entry by children into the kitchen.
- A separate room shall be provided that includes a designated area for the safe and hygienic preparation of bottles for children under 2 years; and connected to the 0-2 year old playroom/s.

4.8 Laundry

- A laundry is to be provided that includes a tub connected to hot and cold water
- Space is to be provided for 1 x washing machine and 1 x dryer by operator.
- The room shall include storage facilities for soiled clothes, linen and nappies before laundering or disposal.
- The room is to be a minimum of 10 sq.m

4.9 Storage

- Storage areas are to be provided that are secure and inaccessible to children.
- Storage is to be provided for indoor playrooms and for outdoor equipment.
- Storage facilities/lockers are to be provided for each child for storage of the child's personal belongings.

5 FITOUT STANDARDS

5.1 Warm Shell

The Child Care Centre will be completed to warm shell standard. This will include:

- All floor, wall and ceiling finishes
- All services including mechanical ventilation, exhaust and heating/cooling, electrical, lighting, hydraulics, security and communications.
- Full bathroom fitout.
- Laundry fitout excluding washing machine and dryer.
- Kitchen fitout excluding loose equipment
- Full external landscaping including soft landscaping, paving, soft fall, and shade structures.
- All required fencing, gates and security devices

6 ACCOMMODATION SCHEDULE

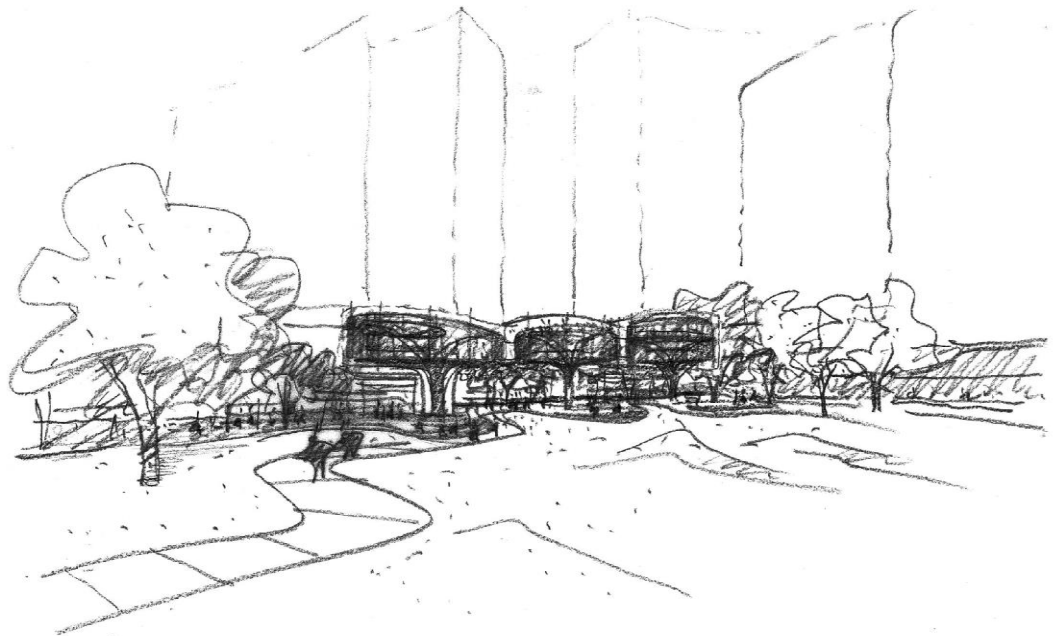
The following schedule summarises the proposed accommodation. The final layout will be subject to detailed design and Council approval.

Outdoor Area	7 sq.m per child	525
Indoor Area	3.25sq.m per child	245
Cot Room	Cot rooms	35
Children's WC	Nominal allowance:	30
Bathing Room		10
Foyer Space	Excl. lift and stair	25
	Pram parking area	10
Lift and Stair	Allowance for 17 person lift + stair	25
Staff and Admin	Administration Office - Nominal 5 x 4m	20
	Parents - Staff meeting room- Nominal 3 x 4m	15
	Staff Kitchenette	5
	Staff WC x 2 Unisex	5
	Common Area Disabled WC	5
Food Preparation	Kitchen, Nominal 8 x 5m	30
	Bottle Prep. Room	5
Laundry	Nominal 3 x 4	10
Nappy Change Area		15
Storage	General	30
	Bin Room allowance	10
Circulation	Allowance for ancillary circulation	35
Total	(excluding 23 car parking spaces)	1,100

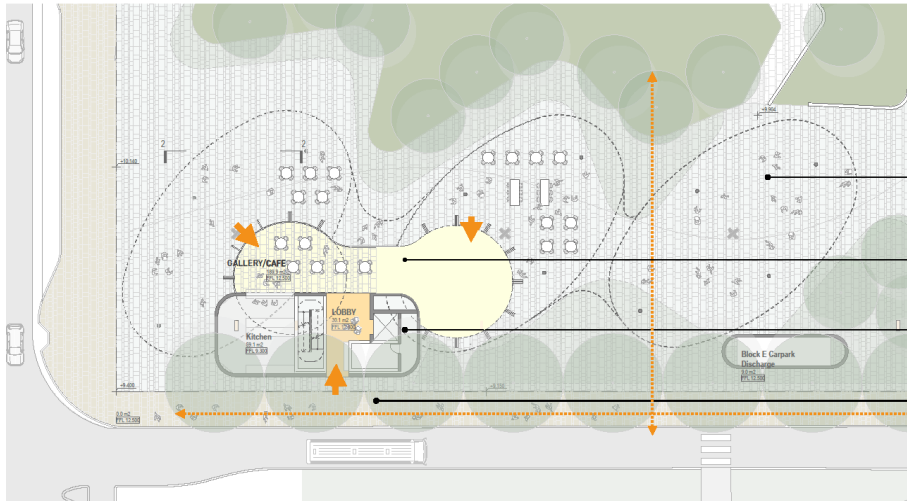
Note: Figures are indicative and are subject to design development.

Community and Childcare Building

August 2019



Community Building - Ground Floor



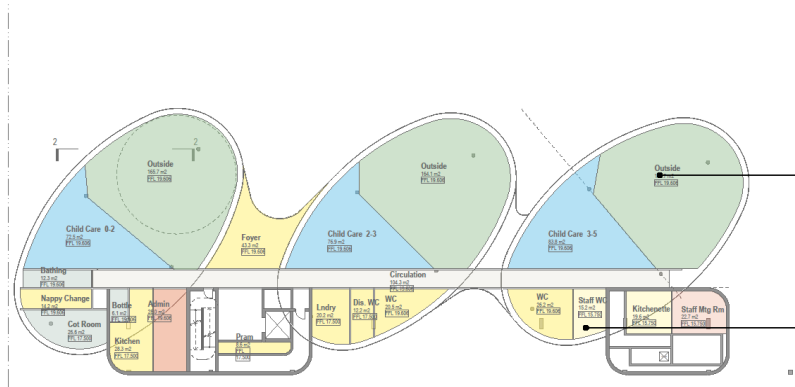
Covered outdoor play / adjacent children playground

Cafe

Lift Connected to Commercial carpark

Lobby address from Footbridge Boulevard

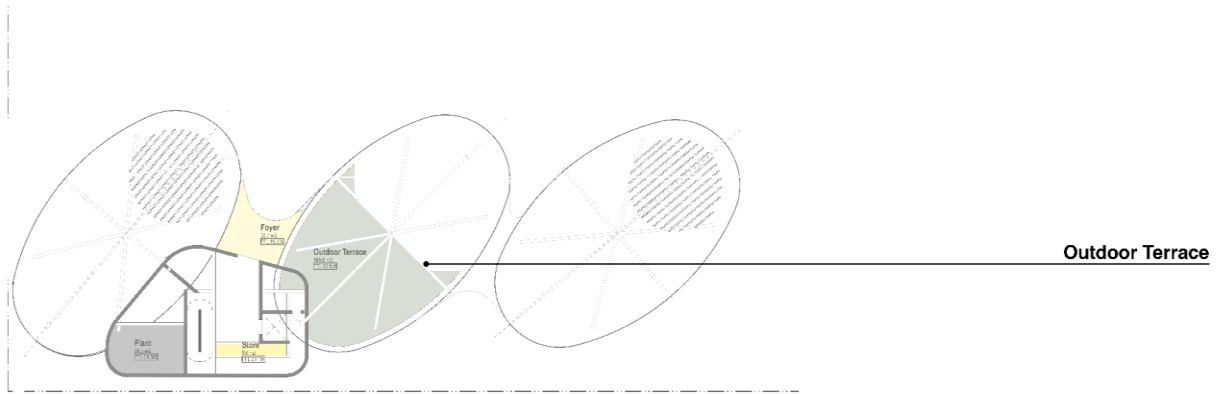
Community Building - Level 1



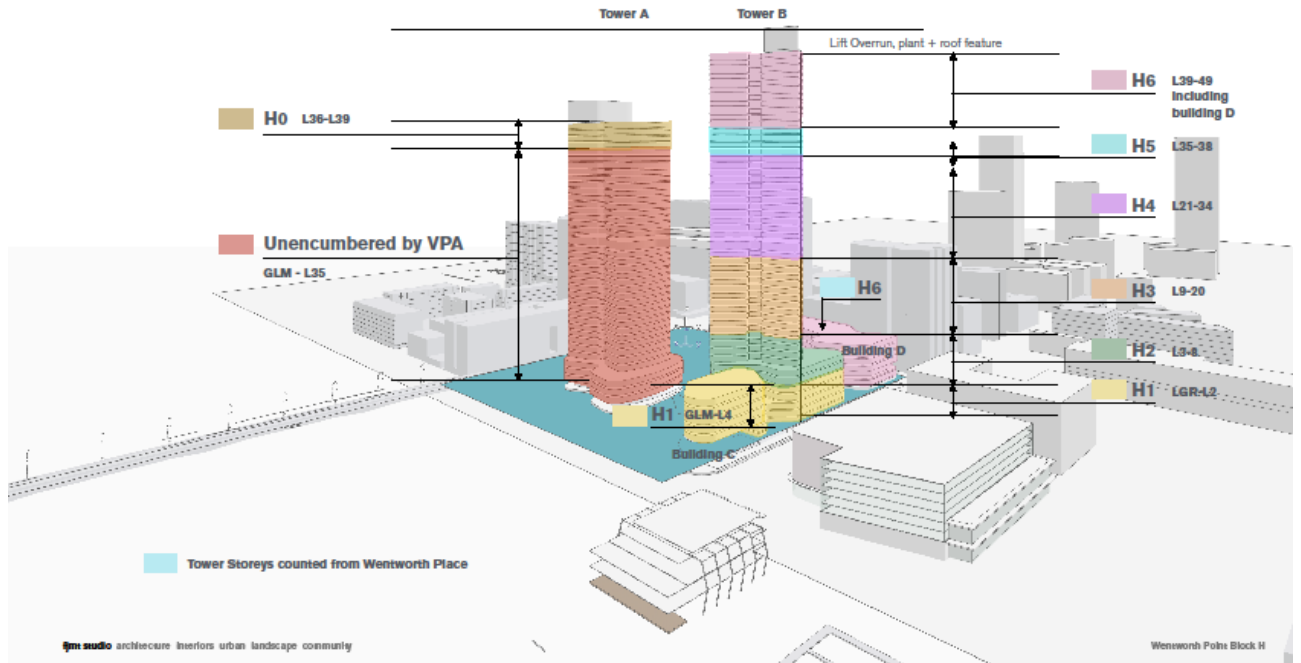
75 Childcare
3 Pods with integrated enclosure for indoor and outdoor play

Support Facilities

Community Building - Level 2



Block H Massing Diagram of VPA Delivery





Baylink Shuttle - Free community bus service Voluntary Planning Agreement

1 Introduction

This proposal outlines Billbergia's Voluntary Planning Agreement (VPA) offer for the continued operation of the Baylink Shuttle free community bus service in accordance with Council's resolution of 28 May 2018.

The primary aim of the VPA offer is to provide enhanced bus services for the community of Wentworth Point, with access to-and-from Rhodes Station and other key destinations within the Wentworth Point peninsula.

2 Objectives

The objectives of the Baylink Shuttle are to:

- Reduce the reliance on private vehicle use in Wentworth Point and achieve a mode shift to more sustainable transport options.
- Deliver a fast, regular and reliable transport service for the Wentworth Point community, with connections to Sydney's rail network at Rhodes.
- Supplement and enhance public transport services for existing and future residents in Wentworth Point.

3 Voluntary Planning Agreement (VPA) deliverables

The VPA deliverable is based on a 'whole of life costs' for the provision of the free Baylink Shuttle for the benefit of the Wentworth Point community in accordance with Council's resolution of 28 May 2018. This includes:

- Ongoing operation of the Baylink Shuttle for the shorter period of: eight years OR when Parramatta Light Rail (Stage 2) is delivered.

4 VPA funding offer

Billbergia's total funding offer is capped at \$12 million (from the date of Council's resolution), with ongoing funds to be held in an insurance bond.

5 Asset and fleet management

The following sets out scope and core deliverables to be included in a contract management agreement to operate the shuttle service.

5.1 Bus type

- Fleet of four x 12.5 metre, Euro 5 diesel* two-door buses (Incl. spare stand-by bus)
- Buses to be DDA compliant – low floor, wheelchair accessible, with carrying capacity of 67 passengers per bus.



The Baylink Shuttle fleet includes four new 12.5metre DDA compliant buses

5.2 Operation

The mechanism for management and operation of the Baylink Shuttle service will be administered by Billbergia, via a service contract with an accredited transport provider to be awarded through a competitive tendering process.

The Operator will be responsible for all personnel and for maintenance and operation of the bus fleet throughout the contract term.

The service contract will be subject to annual review and assessment against set performance criteria including:

- Service delivery
- Operational efficiency
- On-time running
- Customer service, compliance and complaints management

5.3 Service area

The service area will include the Wentworth Point peninsula and surrounds, including stops and connection to/from:

- Rhodes railway station
- Sydney Olympic Park Ferry Wharf
- Wentworth Point Public School
- Shopping and community facilities
- (Other locations within the peninsula, as may be determined from time to time)

5.4 Schedule /time table

- The schedule will operate between 6:30 am and 7 pm weekdays (weekends excluded) and generally includes the following.

- Morning peak service: 6:30 am – 9:15 am
 - Wentworth Point Service: (entire peninsula) to/from Rhodes railway station- Bus every 10 minutes
 - Marina Square Express Service (Marina Square Shopping centre) to/from Rhodes railway station- Bus every 10 minutes
- Afternoon service 2:30 pm – 7 pm
 - Wentworth Point Service (entire peninsula) to/from Rhodes railway station- Bus every 10 minutes
 - Marina Square Express Service (Marina Square Shopping centre) to/from Rhodes railway station- Bus every 10 minutes
- Day service 9:30 am - 2:15 pm
 - Wentworth Point Service (entire peninsula) to/from Rhodes railway station - Bus every 15 minutes

5.5 Indicative route map and timetable



Baylink Shuttle indicative route and stops

Subject to alteration on the opening of new streets and changes to community needs

WENTWORTH POINT AND RHODES

**Baylink Shuttle
Service Summary**

January 2018 to January 2026





Baylink Shuttle Service overview:

The Baylink Shuttle is a free community bus service funded by the Billbergia Group to provide a direct connection between Wentworth Point and Rhodes rail station.

Telfords Bus and Coach have been operating the service under an agreement since it was introduced as a trial on 29 January 2018. The initial trial operated with two (2) small (7.8 metre and 8.8 metre) Optare Solo buses during the following times:

Baylink Shuttle trial service:

Operating Hours : 6:30am - 7pm Monday to Friday excluding public holidays

In October 2018, and in response to community demand the buses for the Baylink Shuttle service were upgraded to include four (4) purpose built and branded buses that were manufactured by Custom buses:

- **Size:** 12.5 metre low floor city buses (wheel chair accessible) licenced to carry 63 passengers (48 people seated 15 standing)
- **Type:** Custom Bus CB80 Volvo 8 litre diesel
- **Additional features include:** Wooden floor treatments, leather seats, USB charging ports at seats, onboard wi-fi, vehicle real time tracking through weblink, TV screens on board to provide community announcements and to promote upcoming events.

The current Baylink Service operates as follows:

Baylink Shuttle – Regular Service (2 buses)

Operating Hours: 6am-8:30pm Monday to Friday excluding public holidays (Note: these times have recently been extended following removal of an additional trial service between Wentworth Point & Newington that operated for 8 months between April and November 2019)

Baylink Shuttle - Express Service (1 bus)

Operating Hours: - (Mornings) am – 9:15 am (Monday to Friday excluding public holidays)
- (Afternoons) 3pm – 7 pm (Monday to Friday excluding public holidays)

Telfords also provides a fourth Baylink branded bus on standby, to ensure continued operation to cover maintenance and service requirements.

Baylink Shuttle route and map:

Fig 1. Route



Fig 2. Stops and operating times



BAYLINK SHUTTLE STOPS

REGULAR SERVICE

- Aired, Daywater Drive
- Park, Stroud Street
- Nucleon Place, Hill Road – North bound
- Werra Drive, Hill Road – North bound
- Pine Hill, Werra Hill Park School
- Marina Square, Forthridge Boulevard
- Rhoda Train Station
- Leatherne Street
- Webwork Park Community Centre & Library, Forthridge Boulevard
- Hill Road southbound ("Truckstop")

OPERATING TIMES

MORNING SERVICE
6:00am – 9:15am
Bus every 10 minutes

DAY SERVICE
9:30am – 2:15pm
Bus every 15 minutes

AFTERNOON SERVICE
2:30pm – 6:00pm
Bus every 10 minutes

EXPRESS SERVICE

- Marina Square, Forthridge Boulevard
- Rhoda Station, Werra Street
- Webwork Park Community Centre & Library, Forthridge Boulevard
- Pine Hill, Webwork Park School

OPERATING TIMES

MORNING SERVICE
6:55am – 9:15am
Bus every 10 minutes

AFTERNOON SERVICE
3:00pm – 7:00pm
Bus every 10 minutes

Baylink Shuttle operating costs and forecast to January 2026

Services	Operating period	costs
ACTUAL COST TO DATE		
Establishment of Service Bus wrap / Signage / website Lease of Optare buses Operation costs Telfords	Year 1 29 January 2018 to 28	\$1,020,000
Bus change over, additional buses and operating service Telfords costs	Years 2 (29 January 2019- January 2020	\$1,318,668
Subtotal - all services and operating cost years 1 & 2		\$2,338,668
SERVICE FORECAST YEARS 3- 8		
Baylink Shuttle Regular and Express Service Operation of existing service, including bus fleet, drivers, management costs, contract administration, collateral	Year 3 29 January 2020 to 28 January 2021	\$1,384,601
	Year 4 29 January 2021 to 28 January 2022	\$1,453,831
	Year 5 29 January 2022 to 28 January 2023	\$1,526,523



	Year 6 29 January 2023 to 28 January 2024	\$1,602,849
	Year 7 29 January 2024 to 28 January 2025	\$1,682,992
	Year 8 29 January 2025 to 28 January 2026	\$1,767,142
Allowance for special services / route changes / bus stop infrastructure	Years 3-8	\$243,394
Total service forecast		\$9,417, 938
8 Year Total cost January 2018- January 2026		\$12,000,000

