

# Le Fevre & Co.

## Solicitors & Attorneys

Incorporating Thompson and Le Fevre. Est. 1907

---

Our Ref: AJL: 29186

4 May 2017

The General Manager  
Lithgow City Council  
Council Chambers  
PO Box 19  
LITHGOW NSW 2790

**EMAIL: karen.luka@lithgow.nsw.gov.au**

*Attention: Karen Luka*

Dear Sir,

**RE: LITHGOW CITY COUNCIL LEASE TO GIRL GUIDES AUSTRALIA  
PREMISES: 71 YOUNG STREET, LITHGOW NSW 2790**

We refer to the above matter and now enclose a draft lease for exhibition by council as requested.

Yours faithfully  
**LE FEVRE & CO.**



Per:  
A.J. Lindsay  
Email: allan@lefevreco.com.au

Encl.

---

*Principal: Allan J. Lindsay*

*Consultant: Tim Le Fevre*

**City Chambers**  
**108 Main Street, Lithgow NSW 2790**  
P.O. Box 67, Lithgow NSW 2790  
DX 3151 Lithgow  
ABN: 27 759 019 416  
Telephone: (02) 6352 2699 Facsimile: (02) 6352 1351  
Hours: 9a.m. to 5 p.m. Monday to Friday

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

Property leased: if appropriate, specify the part or premises

Part- Folio Identifier 45/171939, being lock-up premises known as Lithgow District Girl Guides Hall, 71 Young Street, Lithgow NSW 2790

**(B) LODGED BY**

Document  
Collection  
Box

Name, Address or DX, Telephone and Customer Account Number if any

CODE

Reference (optional):

**L**

**(C) LESSOR**

LITHGOW CITY COUNCIL (ABN 59 986 092 492)

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

GIRL GUIDES AUSTRALIA (ABN 50 070 581 770)

**(F)**

**TENANCY:**

**(G) 1. TERM** Five (5) Years

2. **COMMENCING DATE** 1st July 2017

3. **TERMINATING DATE** 30th June 2022

4. With an **OPTION TO RENEW** for a period of Not Applicable  
set out in clause Not Applicable of Not Applicable

5. With an **OPTION TO PURCHASE** set out in clause Not Applicable of Not Applicable

6. Together with and reserving the **RIGHTS** set out in clause Not Applicable of Not Applicable

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A, B & C hereto.

8. Incorporates the provisions set out in Not Applicable  
No. Not Applicable

9. The **RENT** is set out in Item 13 of Annexure A and Clause 5 Annexure B

DATE ..... / ..... / .....

(H) I certify I am an eligible witness and that the authorised officer of the lessor signed this dealing in my presence. [See note\* below]

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:  
Address of witness:

Authorised officer's name:  
Authority of officer: General Manager  
Signing on behalf of: LITHGOW CITY COUNCIL  
(ABN 59 986 092 492)

*Note: where applicable, the lessor must complete the statutory declaration below*

I certify I am an eligible witness and that the authorised officer of the lessee signed this dealing in my presence. [See note\* below]

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:  
Address of witness:

Authorised officer's name:  
Authority of officer:  
Signing on behalf of: GIRL GUIDES AUSTRALIA  
(ABN 50 070 581 770)

(I) STATUTORY DECLARATION #

I, .....

solemnly and sincerely declare that -

- 1. The time for the exercise of option to renew/purchase in expired lease No. .... has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at ..... in the State of New South Wales on ..... in the presence of ..... of .....
Justice of the Peace (J.P. Number ..... ) Practising Solicitor
Other qualified witness [specify] .....

- \*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:
1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was ..... [Omit ID No.]

Signature of witness: ..... Signature of applicant: .....

# As the services of a qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out witness certification. If made in NSW, cross out the text which does not apply.

**ANNEXURE A** to the Law Society Lease

Lessor: **LITHGOW CITY COUNCIL (ABN 59 986 092 492)**

Lessee: **GIRL GUIDES AUSTRALIA (ABN 50 070 581 770)**

This annexure consists of 3 pages.

**NOTE:** Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

**SCHEDULE OF ITEMS (continued)**

Item 10  
(cls 2.3, 13.1)  
(cl 13.7)

- A. The guarantor:** Not Applicable
- B. Limit of guarantor's liability:** Not Applicable

Item 11  
(cl 3)

**Additional leased property:** Not Applicable

Item 12  
(cl 4)

**Option to renew:**

- A. Further period of \_\_\_\_\_ years from \_\_\_\_\_ to \_\_\_\_\_
- B. Further period of \_\_\_\_\_ years from \_\_\_\_\_ to \_\_\_\_\_
- C. Maximum period of tenancy under this lease and permitted renewals: Five (5) years
- ~~D. First day option for renewal can be exercised:~~
- ~~E. Last day option for renewal can be exercised:~~

Item 13  
(cl 5)

**A. Rent:**

For the lease period:

From the commencement date to the first review date: \$470.00 a year by monthly instalments of \$39.17.

Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

~~For the further period in item 12A:~~

~~From the commencement date to the first rent review date: Current market rent~~

~~Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.~~

~~For the further period in item 12B:~~

~~From the commencement date to the first rent review date:~~

~~Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.~~

.....  
.....  
.....

Item 13 (cl 15) **B. GST:**  
 Clause 15 provides for payment by the lessee of GST unless otherwise here indicated:

Item 14 (cl 5) **Outgoings:**  
 A. Share of outgoings: 100%  
 B. Outgoings – See Item 21 of Annexure A and including;-  
 (a) water sewerage and drainage charges;  
 for the land or the building of which the property is part, fairly apportioned to the period of this lease.

Item 15 (cl 5.1.5) **Interest rate:** 12.00%

Item 16 (cl 5.4) **Rent review:**

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show a percentage or amount).
01/07/2018	Method 2	
01/07/2019	Method 2	
01/07/2020	Method 2	
01/07/2021	Method 2	

Method 1 is a fixed amount or percentage.  
 Method 2 is a Consumer Price Index.  
 Method 3 is current market rent.  
 Method 2 applies unless another method is stated.

Item 17 (cl 6.1) **Permitted Use:** Activities undertaken by or authorised on behalf of Girl Guides Australia

Item 18 (cl 8.1.1) **Amount of required public liability insurance:** Twenty Million Dollars (\$20,000,000.00)

Item 19 (cl 16) **Bank Guarantee:**  
 Not Applicable

Item 20 (cl 17) **Security Deposit:**  
 Not Applicable

**Details of strata management/secretary of the owners corporation:**

Not applicable

.....  
 .....  
 .....

**The following alterations and additions are to be made to the Lease Covenants in Annexure B:**

- 21. The lessee shall pay all accounts for the supply and consumption of telephone, electricity, water, gas, trade waste removal, cleaning and other services to, upon or from the leased premises on or before the due dates for payment of such accounts.
- 22. The lessee will not use or permit to be used the leased premises for any purpose other than as described in Item 17 of Annexure A or such other use as the lessor may approve in writing, such approval not to be unreasonably withheld and shall obtain and comply with any approval or condition for such user of the leased premises required or implied by any government, municipal, health or other authority under the Local Government Act or Acts of health or any other Act.
- 23. The lessee will not permit any smoking of tobacco based products in, upon or in the immediate vicinity of the leased premises and will ensure compliance with all statutory requirements in relation to the leased premises being a smoke free area or environs.
- 24. The availability of telephone lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the lessee and the lessee should make its own enquiries as to the availability and adequacy of such services before executing this agreement.

The lessor does not warrant that any telephone/fax plugs, antenna socket, or other such sockets or service points located in the premises are serviceable or will otherwise meet the requirements of the lessee and the lessee must rely upon its own searches and enquiries accordingly.

- 25. The lessor does not expressly or impliedly warrant that the leased premises are now or will remain suitable or adequate for all or any of the purposes of the lessee and all warranties (if any) as to suitability of the leased premises implied by law are expressly negated.

.....

.....

.....

ANNEXURE B

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: Lithgow City Council (ABN 59 986 092 492)

Lessee: Girl Guides Australia (ABN 50 070 581 770)

This annexure consists of 13 pages.

©2007 COPYRIGHT of the Law Society of New South Wales which has approved this annexure as printed to clause 18. WARNING: Unauthorised reproduction in whole or in part is an infringement of copyright.

NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

CONTENTS

Table with 6 columns: CLAUSE, SUBJECT, PAGE, CLAUSE, SUBJECT, PAGE. Lists clauses 1-18 and their corresponding subjects and page numbers.

RETAIL LEASE CERTIFICATE

If section 16 of the Retail Leases Act 1994 applies to this lease, and the term plus any further terms are less than 5 years (subject to section 16(4)), the term will be extended unless a section 16(3) certificate is given. Sections 16(1) and (2) provide –

- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that:

- I am a solicitor not acting for the lessor;
Before (or within 6 months after) the lessee entered into this lease –
the lessee requested me to give this certificate; and
I explained to the lessee the effect of sections 16(1) and (2), and that the giving of this certificate would result in section 16 not applying to this lease.

.....
Date

.....
Signature

.....
NAME (BLOCK LETTERS)

.....
.....
.....

.....
.....
.....

**CLAUSE 1 FORM OF THIS LEASE**

**What are the parts to this lease?**

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

**CLAUSE 2 PARTIES**

**Who are the parties to this lease?**

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

**CLAUSE 3 THE PROPERTY**

**What property is leased?**

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

**CLAUSE 4 LEASE PERIOD**

**How long is this lease for?**

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
  - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
  - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
  - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.
- 4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
  - 4.6.2 the commencement date and the termination date;
  - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
  - 4.6.4 item 12B becoming item 12A;
  - 4.6.5 adjustment of item 12C in the schedule; and
  - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

## CLAUSE 5 MONEY

### What money must the lessee pay?

- 5.1 The lessee must pay to the lessor or as the lessor directs –
- 5.1.1 the rent stated in item 13A in the schedule;
  - 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
  - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
  - 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
  - 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
  - 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
  - 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
  - 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
  - 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
  - 5.1.10 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.
- 5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.

A request for payment can be made –

- 5.3.1 after the lessor has paid an outgoing; or
- 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

**When and how is the rent to be reviewed?**

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

**Method 1. By a fixed amount or percentage.**

- 5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

**Method 2. By reference to Consumer Price Index.**

- 5.8 In this case –

- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

**Method 3. By reference to current market rent.**

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.12.1 the provisions of this lease;
  - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
  - 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
  - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
  - 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before --
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

## CLAUSE 6 USE

### How must the property be used?

- 6.1 The lessee must --
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.5 where the property is a lot in a strata scheme:
- 6.1.5.1 use the lessor's common property only in connection with the use of the property;
- 6.1.5.2 co-operate with all other permitted users of the common property;
- 6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

- 6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The lessee must not –
- 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
  - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
  - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
  - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
  - 6.3.5 overload the floors or walls of the property; or
  - 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

## CLAUSE 7 CONDITION AND REPAIRS

### Who is to repair the property?

- 7.1 The lessor must –
- 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
  - 7.1.2 maintain the property in a structurally sound condition; and
  - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
- 7.2.1 alter or improve the property; or
  - 7.2.2 fix structural defects; or
  - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
- 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
  - 7.3.2 maintain and decorate the shop front if the property has one;
  - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – ‘decorate’ here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
  - 7.3.4 where the property is a lot in a strata scheme:
    - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
    - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
- 7.5.1 do the work immediately if there is an emergency; and
  - 7.5.2 do the work promptly and diligently in any other case.
- If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

## **CLAUSE 8 INSURANCE AND DAMAGE**

### **What insurances must the lessee take out?**

- 8.1 The lessee must keep current an insurance policy covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
  - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

### **What happens if the property is damaged?**

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
  - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
  - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
  - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
  - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

## **CLAUSE 9 ACCESS**

### **What are the lessor's rights of access to the property?**

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used; or
  - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
  - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
  - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
  - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
  - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
  - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

## CLAUSE 10 TRANSFER AND SUB-LEASE

### Can this lease be transferred or the property shared or sub-let?

- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if—
- 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
  - 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
  - 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

## CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

### What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
- 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
  - 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
    - 11.3.2.1 allow reasonable use of the facilities and service connections including –
      - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
      - access by the lessee to service connections; and
      - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
    - 11.3.2.2 maintain the facilities and service connections in reasonable condition.

- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

## CLAUSE 12 FORFEITURE AND END OF LEASE

### When does this lease end?

- 12.1 This lease ends –
- 12.1.1 on the date stated in item 3 in the schedule; or
  - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
  - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
- 12.2.1 the lessee has repudiated this lease; or
  - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
  - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
  - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
- 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
  - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.
- Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.
- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
- 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
  - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
    - clause 4;
    - clauses 5.4 to 5.21 inclusive; and
    - clause 6.2 unless consent has previously been given;
  - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
  - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
  - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoing);
  - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
  - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
  - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
  - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).

- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
  - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
  - 12.7.3 the lessee abandons possession of the property; or
  - 12.7.4 a surrender of this lease occurs.

## CLAUSE 13 GUARANTEE

### What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

## CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
  - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

**CLAUSE 15 GOODS AND SERVICES TAX**

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

**CLAUSE 16 BANK GUARANTEE**

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
  - 16.5.1 the terminating date of this lease;
  - 16.5.2 the expiry date of any holding over under this lease; and
  - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

**CLAUSE 17 SECURITY DEPOSIT**

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
  - 17.4.1 the terminating date of this lease;
  - 17.4.2 the expiry date of any holding over under this lease; and
  - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

**CLAUSE 18 STRATA CONVERSION**

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

- 18.2 “Strata Acts” means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 “Strata conversion” means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee’s approval, which approval will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee’s rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
  - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
  - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
  - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee’s employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee’s employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

**IMPORTANT NOTES**

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

If you are a lessee, a solicitor can advise you about it.

1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

.....  
.....  
.....

.....  
.....  
.....

I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.

.....  
Solicitor for the lessor

**Lessor:** LITHGOW CITY COUNCIL (ABN 59 986 092 492)

**Lessee:** GIRL GUIDES AUSTRALIA (ABN 50 070 581 770)

**Premises:** 71 YOUNG STREET, LITHGOW NSW 2790

This Annexure consists of 8 pages.

#### **CLAUSE 1 OPERATION OF ANNEXURE C**

To the extent of any inconsistency between the provisions of this Annexure C and the provisions of Annexure B, the provisions of this Annexure C shall prevail.

#### **CLAUSE 2 INTERPRETATION**

In this lease, except where the context otherwise requires:

- 2.1 the singular includes the plural and visa versa, and gender includes other genders;
- 2.2 another grammatical form of a defined word or expression has a corresponding meaning;
- 2.3 a reference to a clause, paragraph, schedule, information table or annexure is to a clause or paragraph of, or schedule or information table or annexure to, this lease and a reference to this lease includes any schedule or annexure;
- 2.4 a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- 2.5 a reference to A\$, \$A, dollar or \$ is to the Australian currency;
- 2.6 a reference to a party is to a party to this Lease, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- 2.7 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- 2.8 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 2.9 the meaning of general words is not limited by specific examples introduced by *including*, *for example* or similar expressions;
- 2.10 any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

**Lessor:** LITHGOW CITY COUNCIL ABN (59 986 092 492)

**Lessee:** AUSTRALIAN RED CROSS (ABN 50 169 561 394)

**Premises:** 71 YOUNG STREET, LITHGOW NSW 2790

Page 2 of 8 Pages

- 2.11 any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 2.12 a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this lease or any part of it;
- 2.13 if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day;
- 2.14 headings are for ease of reference only and do not affect interpretation.

### **CLAUSE 3 CHANGES REQUIRED TO THE PROPERTY**

- 3.1 In the event that any authority gives notice to the lessor or lessee requiring any rebuilding, substantial alterations or additions, conversions or substantial improvements to be made to the property, and the notice or requirement is given due to the use of the property by the lessee then:
  - 3.1.1 if in such events the property becomes unfit or unsuitable for use by the lessee as permitted under this lease the lessee may either:-
    - (a) give the lessor 14 days notice of termination, but such termination shall not release the lessee from liability in respect of any antecedent breach or non-observance of any covenant condition or stipulation contained in this lease including liability to comply with any such notice of any authority as mentioned above; or
    - (b) if the lessee does not give notice pursuant to cl 3.1.1(a) rent shall abate pending restoration of the premises to a condition fit for use by the lessee as permitted under this Lease
  - 3.1.2 if the lessee is served with any such notice the lessee will pass this notice on to the lessor without delay.

**Lessor:** LITHGOW CITY COUNCIL (ABN 59 986 092 492)  
**Lessee:** GIRL GUIDES AUSTRALIA (ABN 50 070 581 770)  
**Premises:** 71 YOUNG STREET, LITHGOW NSW 2790

This Annexure consists of 8 pages.

- 3.1.3 the lessee shall give access to property to the lessor, its architects, contractors, servants, workmen and others and the servants and workmen of any of its contractors for the purpose of any such rebuilding, substantial alterations or additions, conversions or substantial improvements; and
- 3.1.4 when the property is again refit for business purposes the lessee will pay the lessor any additional yearly rental as shall be agreed between the lessor and lessee or failing agreement any such amount as shall be determined as a proper additional yearly rental having regard to the current market rental value by a valuer nominated by the President or other senior officer of the Real Estate Institute of New South Wales or its successor on the application of either party. Any such determination will be deemed to have been made by such valuer as an expert and not as an arbitrator, and the costs of such determination shall be paid by the lessor and lessee in equal shares.

#### **CLAUSE 4 INFECTIOUS DISEASES**

- 4.1 In the event of any infectious disease occurring upon the property which may require notification by any law, the lessee will give all necessary notices and other information which may be required in writing to the proper authorities and to the lessor respectively and will thoroughly fumigate and disinfect the property at its own expense and to the satisfaction of the lessor.

#### **CLAUSE 5 REMOVAL OF GOODS ON RE-ENTRY**

- 5.1 If the lessor exercises its right to re-enter and take possession of the property the Lessor may remove all goods and effects found upon the property without in any case being taken or deemed to be guilty of any manner of trespass and without being in any manner liable at law or otherwise, and released from all and every claim by the lessee and those claiming under the lessee for any act matter or thing done or omitted to be done by the lessor under the powers and authorities hereby conferred or intended so to be and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant.

**Lessor:** LITHGOW CITY COUNCIL (ABN 59 986 092 492)

**Lessee:** GIRL GUIDES AUSTRALIA (ABN 50 070 581 770)

**Premises:** 71 YOUNG STREET, LITHGOW NSW 2790

This Annexure consists of 8 pages.

5.2 Any items of the lessee, i.e. plant, equipment, furniture, fittings and effects left on the property by the lessee after the determination of this lease shall be deemed to be the property of the lessor.

5.3 Notwithstanding clause 5.2, the lessor may require the lessee to remove any plant, equipment, furniture, fittings and effects brought onto the premises by the lessee, and may require remedial works to be carried out. If the lessee does not remove its plant, equipment, furniture, fittings and effects or carry out remedial works on the request of the lessor, the lessor may remove the plant, equipment, furniture, fittings and effects and undertake the remedial works and charge the cost of undertaking same to the lessee. For the avoidance of doubt, the lessee is only required to do such works as are required to restore the premises to its original state found by the lessee on commencement of this lease and includes, but is not limited to, the obligation to replace existing signs and light fittings moved or removed during the tenancy.

#### **CLAUSE 6 RENT ABATEMENT**

6.1 Rent will not abate under clause 8.2 of Annexure B if the damage to the property is a result of the wilful act or negligence of the lessee. This clause does not affect the lessor's right to recover damages from the lessee in respect of any damage or destruction.

#### **CLAUSE 7 INDEMNITIES AND RELEASES**

7.1 The lessee occupies the property and enters and uses the property at its own risk.

7.2 The lessee is liable for and indemnifies the Lessor against all liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with the damage to, or loss of any property or injury to or the death of any person occurring on the property except to the extent it is caused or contributed to by the act or omission of the lessor or its officers or employees.

**Lessor: LITHGOW CITY COUNCIL (ABN 59 986 092 492)**

**Lessee: GIRL GUIDES AUSTRALIA (ABN 50 070 581 770)**

**Premises: 71 YOUNG STREET, LITHGOW NSW 2790**

This Annexure consists of 8 pages.

7.3 The costs, charges and expenses referred to in this clause include legal costs and disbursements on a full indemnity basis whether incurred by or awarded against the lessor.

7.4 The lessee releases the lessor from any liability for the lessee's loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with damage to, or loss of, any property or injury to or the death of any person except to the extent it is caused or contributed to by the act or omission of the lessor or its officers or employees.

7.5 The indemnity in this Clause 7 is independent from the lessee's other obligations under this lease and does not come to an end when this lease expires or is terminated. It is not necessary for the lessor to incur expense or make a payment before enforcing this indemnity.

## **CLAUSE 8 DISPUTE RESOLUTION**

8.1 The parties must take the steps set out in this clause to resolve any dispute or claim between them arising out of or relating to this lease, except for disputes regarding rent, before either may commence court proceedings other than an interlocutory application.

8.2 Any dispute or claim must be referred by a party to Resolution Institute ACN 008 651 232 to facilitate a mediation of the dispute or claim in accordance with Resolution Institute's Mediation Rules applicable at the date of the referral. The mediation must take place within 14 days after the referral.

8.3 Each party must bear its own costs in connection with the mediation, and must share the costs of the mediator and mediation process equally.

8.4 This Clause will continue to apply to the parties even after the expiry or termination of this lease.

**Lessor:** LITHGOW CITY COUNCIL (ABN 59 986 092 492)

**Lessee:** GIRL GUIDES AUSTRALIA (ABN 50 070 581 770)

**Premises:** 71 YOUNG STREET, LITHGOW NSW 2790

This Annexure consists of 8 pages.

**Clause 9 REINSTATEMENT AND REDECORATION**

9.1 At the expiration of the term or further renewal thereof the Lessor may require the lessee to restore the premises to their condition as at the commencement of the lease and to also repaint the perimeter walls, and ceilings with two (2) coats of quality paint in a workmanlike manner, fair wear and tear considered.

**Clause 10 LESSEE'S IMPROVEMENTS**

10.1 The lessee acknowledges that any improvements carried out by the lessee will become the property of the lessor at conclusion of the lease period or sooner termination thereof.

10.2 Notwithstanding clause 10.1, the lessor may require the lessee to remove any improvements made to the premises by the lessee, and may require remedial works to be carried out.

10.3 In addition to obtaining any necessary statutory approvals, if the lessee intends to commence improvement works, the lessee must provide the lessor with a properly drafted floor plan of the schedule of works for approval by the lessor at least twenty-one (21) days prior to the commencement of any such works.

10.4 The lessor grants the lessee permission to make the following changes to the property:

- a) repaint internal walls and ceilings as required;
- b) install new signage as required on window or approved structure on the external wall of the building;

**Clause 11 FIRE EVACUATION**

11.1 The lessee will co-operate with the lessor or the lessor's agent in implementing a fire evacuation procedure and will indemnify the lessor against any claims arising from injuries sustained while taking part in a fire drill or emergency evacuation.

**Lessor:** LITHGOW CITY COUNCIL (ABN 59 986 092 492)

**Lessee:** GIRL GUIDES AUSTRALIA (ABN 50 070 581 770)

**Premises:** 71 YOUNG STREET, LITHGOW NSW 2790

This Annexure consists of 8 pages.

## **CLAUSE 12 MISCELLANEOUS**

- 12.1 The lessee shall use its best endeavours to keep the property free from rats mice and other vermin and will not accumulate or allow any accumulation of rubbish on the property and will not light any fire on the property without the consent of the lessor.
- 12.2 The lessee shall give the lessor or its agents prompt notice in writing of any accident to or defects in water pipes, gas pipes, lights or fittings, connections, cables or wires used in connection with water gas or electricity services.
- 12.3 This lease may be altered only in writing signed by each party.
- 12.4 Except where this lease expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval of consent under this lease.
- 12.5 A term or part of a term of this lease that is illegal or unenforceable may be severed from this lease and the remaining terms or parts of the term of this lease continue in force.
- 12.6 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 12.7 The lessee shall remove all window signage at the conclusion of the lease.

**Lessor: LITHGOW CITY COUNCIL (ABN 59 986 092 492)**

**Lessee: GIRL GUIDES AUSTRALIA (ABN 50 070 581 770)**

**Premises: 71 YOUNG STREET, LITHGOW NSW 2790**

This Annexure consists of 8 pages.

**CLAUSE 13 CHATTELS, FITTINGS AND FIXTURES**

13.1 Any chattels, plant, equipment, furniture, chattels, fittings, fixtures, or effects remaining on the premises at the conclusion of the lease, whether by effluxion of time, earlier determination, re-entry or otherwise, shall be deemed to be the property of the lessor which shall be entitled to dispose of same as the lessor sees fit, and the lessee shall have no entitlement to any consideration or compensation in respect thereof.

**CLAUSE 14 INSURANCE**

14.1 The lessor may at any time by notice in writing to the lessee increase the amount of Public Liability insurance required as referred to at Item 18 of Annexure A.

**CLAUSE 15 NO SUBLETTING**

15.1 Notwithstanding any other provisions of this lease, during the continuous of this lease, in respect of the whole or part of this lease or the leased premises, the lessee shall not sublet this lease.

**CLAUSE 16 LEASE NOT TO BE REGISTERED**

16.1 Notwithstanding any other provisions of this lease the parties to this lease hereby acknowledge and agree that this lease is not to be registered at New South Wales Land and Property Information.

# Girl Guides Australia Proposed Lease Area

Glanmire Sportsground

Young St

Girl Guides  
2200sqm approx

Proposed Lease  
Area



# **DEVELOPMENT ASSESSMENT REPORT – DA326/16 - PROPOSED SINGLE DWELLING, LOT 4 SECTION 5 DP416, 1 HUTCHINSON STREET LITHGOW NSW 2790**

---

## **1. PROPOSAL**

Council is in receipt of a Development Application DA326/16 for a single dwelling on land known as Lot 4 Section 5 DP416, 1 Hutchinson Street, Lithgow.

The development is for the construction of a single storey dwelling on a property that retains an area of 499.6m<sup>2</sup> and that is currently vacant of building structures. The floor area of the dwelling is approximately 104.83m<sup>2</sup> and to be rectangular in shape.

The dwelling is proposed to have a setback of 4.697m from the rear, 0.9m from the southern boundary, 6.21m from the northern boundary and 14.9m from the front boundary, that being Hutchinson Street to the dwelling. The carport is located in front of the dwelling.

Access to the property is via Hutchinson Street. Due to the steepness of the site the driveway has purposely been designed to comply with Council's allowable grades from Hutchinson Street to the Garage. A retaining wall is proposed either side of the driveway.

The development is proposed to contain 3 bedrooms and be constructed of brick veneer with a metal roof.

The property is shown in the picture below:



## **2. SUMMARY**

To assess and recommend determination of DA326/16. The recommendation is for APPROVAL.

## **3. LOCATION OF THE PROPOSAL**

Legal Description: Lot 4 Sec 5 DP 416  
Property Address: 1 HUTCHINSON STREET LITHGOW NSW 2790

**4. ZONING:** The land is zoned R1 General Residential in accordance with Lithgow Local Environmental Plan 2014.

**5. PERMISSIBILITY:** The development being a 'dwelling house' (defined below) is considered permissible under Lithgow Local Environmental Plan 2014 R1 Zoning Table, subject to development consent.

*dwelling house means a building containing only one dwelling.*

**Note.** Dwelling houses are a type of **residential accommodation**—see the definition of that term in this Dictionary.

## **5.1 POLICY IMPLICATIONS (OTHER THAN DCP's)**

### **Policy 7.1 Filling and Levelling of Land**

This Policy states:

*Unless otherwise provided by an Environmental Planning Instrument or Development Control Plan, a development application be required in the following circumstances:*

- 1. Where land is subject to inundation by floodwaters, or*
- 2. Where excavation or the depth of fill exceeds 900mm.*

*Separate development applications are not required where the cut and/or fill is identified in a development application for a structure on the land.*

A development Application was submitted to Council for the proposed earthworks due to the topography of the land and as it exceeds 900mm.

### **Policy 7.5 Notification Of Development Applications**

This policy applies to all applications as below:

#### **5. Who will be notified under this Policy and how long is the notification period?**

*5.1 Except for specified types of development outlined in 6.3 below, written notice of a development application will be given to landowners adjoining the Lithgow City Council Policy 7.5 – Notification of Development Applications land on which the development is proposed for a period of 14 calendar days. For the purposes of this policy adjoining land is land that directly abuts the subject site; shares a common boundary; or is situated directly opposite to the site where separated by a road, pathway or driveway.*

As the application is for a single dwelling it is exempt from Council's Policy however due to site constraints and design issues, the application was referred to adjoining neighbours and placed on display for a period of 14 days. The development complies with Council's Policy.

### **Policy 7.7 Calling in of Applications by Councillors**

This application has been called in pursuant to Policy 7.7 "Calling in of Applications by Councillors" Item 3 that states:

*3. Should written notice, signed by a minimum of one (1) Councillor, be received by the General Manager prior to determination of a development application or development application/construction certificate, the application shall not be determined under delegated authority but shall be:*

- *Reported to the next Ordinary Meeting for the information of Council that the development application or development application/construction certificate has been "called in"; and*
- *Reported to an Ordinary Meeting of Council for determination.*

The development 'call in' was reported at Council's Ordinary meeting held on 27 February 2017 (Minute Number 17-51). The 'call in' report was noted at the meeting.

An onsite meeting was held 12 April 2017 with the applicant, 1 adjoining neighbour, Councillors and Council staff. Concerns were raised by the adjoining neighbour relating to traffic, offstreet carparking and road impacts. These issues are addressed later in this report.

## **5.2 FINANCIAL IMPLICATIONS (eg Section 94)**

### **Section 94A Development Contributions Plan 2015**

The Section 94A plan applies to this development given it is for a dwelling at an estimated cost of \$199,000, using the below levies:

<b>Estimated cost of development</b>	<b>Levy applicable</b>
\$0 to \$100,000	0%
\$100,001 to \$200,000	0.5%
\$200,001 and over	1%

Therefore, the following condition of consent should apply to the development:

- *Prior to the issue of a Construction Certificate the applicant shall pay to Council a Section 94A contribution of \$995.00, in accordance with the Lithgow City Council Section 94A Development Contribution Plan 2015. It is advised that the level of contribution in this plan may be adjusted at the time of actual payment, in accordance with the provisions of the Lithgow City Council Section 94A Development Contribution Plan 2015.*

## **5.3 LEGAL IMPLICATIONS**

### **Local Government Act 1993**

If this application is approved, the applicant must obtain a written Section 68 application for connection to Council's water and sewerage supply. This must be lodged and approved prior to commencement of any work on site and shall be at full cost to the applicant.

The Section 68 application requires the submission of all detailed engineering drawings/design, specifications and any applicably supporting information for the proposed works. All conditions of the Section 68 Approval must be complied with prior to the release of the Occupation Certificate.

### **Mine Subsidence Compensation Act 1961**

The development is integrated under this Act (via Section 91 of the EP & A Act 1979). Accordingly the approval of the Mine Subsidence Board is required prior to Council being in a position to determine the application. Approval from the Mine Subsidence Board has been obtained and is discussed later in this report and therefore it is considered that the proposal will comply with the provisions of this Act.

## Environmental Planning and Assessment Act 1979

In determining a development application, a consent authority is required to take into consideration the matters of relevance under Section 79C of the *Environmental Planning and Assessment Act 1979*. These matters for consideration are as follows:

### 5.3.1 Any Environmental Planning Instruments

#### ***Lithgow Local Environmental Plan 2014***

LEP 2014 – Compliance Check		
Clause		Compliance
<b>Land Use table</b>	R1 General Residential	Yes
<b>7.1</b>	Earthworks	No
<b>7.3</b>	Stormwater management	Yes
<b>7.7</b>	Sensitive lands	No

**Comment:** The development complies with the objectives of the zone. The objectives are:

#### ***1 Objectives of zone***

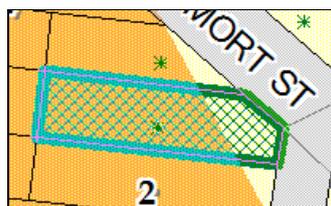
- *To provide for the housing needs of the community.*
- *To provide for a variety of housing types and densities.*
- *To enable other land uses that provide facilities or services to meet the day to day needs of residents.*
- *To maintain or improve the water quality of receiving water catchments.*

The development is for the construction of a single dwelling on a vacant residential allotment. Services and facilities exist in the area as the surrounding land uses are for residential purposes. Water quality is not expected to be impacted upon by the development as a Norbe Assessment (see below) was undertaken and shows that the development would have a neutral or beneficial effect on water quality.

A stormwater tank is proposed to be located at the rear of the property and will be constructed in accordance with BASIX. This is considered suitable for the development.

An extensive amount of cut is required for the driveway from Hutchinson Street to the dwelling. For a safe driveway and to limit soil and erosion impacts, conditions will be imposed on the consent.

The property is identified as being sensitive land. The land has a steep slope. Although the land is subject to high erosion potential, conditions would be imposed on the consent including a new front retaining wall to minimise impacts to the environment. The sensitive land map is shown below:



The development therefore complies with Council's LEP 2014.

**State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**

SEPP (Building Sustainability Index: BASIX) 2004	
Clause	Compliance
<b>6</b> Buildings to which Policy applies	Yes

**Comment:** A Basix Certificate was submitted with the application and indicated that water, thermal comfort and energy is satisfactory for the development and complies with the SEPP.

**State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011**

SEPP (Sydney Drinking Water Catchment) 2011 – Compliance Check	
Clause	Compliance
<b>10</b> Development consent cannot be granted unless neutral or beneficial effect on water quality	Yes

**Comment:** The application is required to be assessed using the Neutral or Beneficial Effect on Water Quality Assessment Tool as below. Given the development satisfies this assessment the development complies with the SEPP.

NEUTRAL OR BENEFICIAL EFFECT ON WATER QUALITY ASSESSMENT TOOL

**General Information:**

Council Name	Lithgow City
Date	5 January 2017
DA Number	DA326/16
Assessing Officer	Lauren Stevens
Development Class	New Dwelling/ Dual Occupancy>sewered

**Assessment Summary:**

NorBE Status:	<b>Determined</b>	User Outcome:	<b>Satisfied</b>
System Outcome:	<b>Satisfied</b>	Determination date:	<b>5/1/17</b>
Determination outcome:	<b>Granted</b>		

**Pre- Assessment Checklist:**

Located within Sydney drinking water Catchment	Yes
Is development consistent with any existing SCA 88B Instruments on title?	N/A
Crown perpetual leasehold land?	No
Water quality impact identifies?	No
Concentration of flow of water?	No
Flow of water impeded?	No
Discharge of pollutants?	No
Any other matter?	Yes
Documentation is completed?	Yes
Does Water Cycle management Study meet SCA/Council requirements?	Yes

## **Conditions**

*Effective erosion and sediment controls shall be installed prior to any construction activity and shall prevent sediment or polluted water leaving the construction site or entering any natural drainage system or stormwater drain. The controls shall be regularly maintained and retained until works have been completed and groundcover established.*

5.3.2 Any draft environmental planning instrument that is or has been placed on public exhibition and details of which have been notified to the consent authority

Nil.

5.3.3 Any Development Control Plan

Nil.

5.3.4 Any planning agreement that has been entered into under Section 93F, or any draft planning agreement that a developer has offered to enter into under Section 93F?

No.

5.3.5 Any matters prescribed by the regulations that apply to the land

The development has been forwarded to Council's Building Officer for assessment under appropriate regulations. It is considered that as a result of this assessment the development will comply with the provisions of the regulations subject to conditions of consent.

5.3.6 The likely impacts of that development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality

**Soils:** The proposed development has the potential to have significant impact on soils due to the extensive amount of cut proposed for the driveway. There is a potential for erosion and sedimentation impacts on the site. Conditions will be imposed on the consent to minimise these impacts.

**Access and Traffic:** The proposal will gain access from Hutchinson Street and has been assessed by Council's Engineers. In order to achieve a maximum driveway gradient of 22%, a retaining wall is proposed from the garage to the end of the driveway to Hutchinson Street.

Council's Engineering comments and conditions are found later in this report.

Hutchinson Street is shown in the picture below:



The development is for a private dwelling within an established residential area. Therefore it is considered that there would be no impact to traffic in the vicinity.

**Adjoining Landuse:** The surrounding area is generally for residential pursuits with the proposal to be consistent with the surrounding land uses. The proposal will not cause any land use conflicts and the development is permissible within the zone.

The dwelling is proposed to have a setback of 4.697m from the rear, 0.9m from the southern boundary, 6.21m from the northern boundary and 14.9m from the front boundary, that being Hutchinson Street to the dwelling.

The dwelling is not expected to have overshadowing, visual or privacy impacts to the adjoining properties due to it being single storey and its setback from the boundaries.

**Services:** The development will have connections to Council's reticulated water and reticulated sewer services. A Section 68 Application is to be submitted to Council showing how the dwelling will be connected to Council's services. The development was referred to Council's water and sewer officer for comment. These comments and conditions are found later in this report.

Additionally, there is access to electricity and telecommunication services nearby. Therefore, it is considered that the proposal will be adequately serviced.

**Context and Setting:** The proposed development will be located within an established residential area and will have no major impact on the context and setting of the area. The development has been designed to complement existing features of similar development in the area.

**Heritage:** There is no known heritage item located on or adjoining the property.

**Flora and Fauna:** No proposed clearing is required and the development will have no impact on flora or fauna.

**Social and Economic Impact:** As the proposed development will be generally in keeping with the provisions of the planning instrument and is reasonably compatible with other similar development in the locality, it is expected to have minimal social and economic impact.

**Water:** The proposed development has been assessed using the NorBE tool as required by the *State Environmental Planning Policy (Sydney Catchment Drinking*

*Water) 2011* with a result of satisfied. Therefore with appropriate conditions of consent it is considered that the development will have minimal impact on water.

**Air and Microclimate:** There will be no significant impact on air or microclimate.

**Waste:** Waste during construction will be to a licenced facility as per conditions of consent if approved. Given the development is for residential use, once an Occupation certificate has been provided a garbage service will be available for domestic use.

**Natural Hazards:** The land is not bushfire or flood prone land.

**Noise and Vibration:** There are no nearby sources of noise or vibration that would impact detrimentally on residents of the proposed dwelling. The proposal is not expected to cause any noise issues in the surrounding area, given it is for residential use.

**Other Land Resources:** The development will not impact on the value of the land in terms of agricultural potential or mining as it is zoned for residential use and adjacent to an established residential area.

#### 5.3.7 The Suitability of the site for the development

The surrounding land uses are for residential pursuits with the size and nature of the development consistent with those in the surrounding area. The development will have minimal impact to the surrounding amenity. The proposed development complies with the objectives of the zone and the site is considered to be suitable for the proposal.

#### 5.3.8 Any submissions made in accordance with this Act or the Regulations

The proposal was sent to Council's Building Officer, Water & Wastewater Officer and Engineers for commenting with recommendations detailed below. The development was also referred to adjoining neighbours and placed on public display for a period of 14 days. During the notification period two submissions were received and are outlined below:

#### **NEIGHBOUR NOTIFICATION**

The main issues are summarised below:

1. Increase traffic specifically at the intersection of Hutchinson Street and Mort Street. Hutchinson Street is narrow and would not be able to handle an increase of traffic movements.
2. Traffic flow would be impacted upon due to the two proposed driveways (DA326/17 and DA327/16) being located within proximity to Mort Street. It would also be unsafe for vehicles to enter and exit Hutchinson Street.

This section of Mort Street already contains an extensive amount of traffic as it is one of the main thoroughfares between Lithgow and Hartley. A blind corner also exists near Hutchinson Street and creates visual constraints.

3. There is a footpath located along Mort Street and is regularly used by school children and other pedestrians. The location of the proposed driveways would impact the footpath and create safety concerns for pedestrians.
4. As Hutchinson Street is very narrow, there would be no room for parking on street. All vehicles would be required to be on the site and reverse onto Hutchinson Street.

**Applicant's Response:**

*Additional traffic flow to Mort Street caused by the two dwellings would be unnoticeable; especially considering the current speed limit is only 50km/h.*

*Although Hutchinson Street is narrow, there are only 4 current dwellings that utilise it regularly. The applicant was on the property on a weekday between 2pm to 5:50pm and undertook a traffic count. During this time period there was no traffic on Hutchinson Street. It is suggested that Hutchinson Street contains low traffic and that the increase in traffic movements caused by the new dwellings should not impact on the overall traffic flow.*

*Access to Mort Street is considered to be cleared to the right. Refer to the photo below:*



*There are trees and vegetation located to the left of Hutchinson Street that causes obstruction to views. This vegetation will be cleared from the property to improve the visual and safety impacts.*

**Council Officer's Response:** The development is for 1 dwelling with an additional dwelling on the adjoining allotment as per a separate DA327/16. It is not considered that 2 additional dwellings within Hutchison Street would have an impact on traffic. There is adequate site distance at the intersection of Hutchinson Street and Mort Street.

The driveway plan has been amended since the notification period. The driveway will be directly from Hutchinson Street, approximately 2.6m from the Mort Street boundary.

The driveway would be able to accommodate additional vehicles so that they are not parked on Hutchinson Street.

## **COUNCIL'S ENGINEERS**

Council's Engineers have no objection to the application subject to the following conditions.

1. A construction certificate will be required to be lodged to Council prior to the commencement of any Civil Works.
2. The applicant shall ensure that during the construction works all measures are taken to eliminate/suppress any dust nuisance emanating from the site.
3. All soil erosion and sediment controls shall be in place prior to the commencement of construction works. All erosion controls must remain in place until all construction work is finalised and suitable vegetation has been established. The developer will be required to remove and dispose of the sedimentation and erosion devices at the conclusion of suitable vegetation establishment at his/her full cost.
4. A fully certified traffic control plan and road works signage will be required where machinery may obstruct traffic on Hutchinson Street and Mort Street whilst construction work is being undertaken. A traffic control plan and certification of fully qualified contractors/persons will be required to be submitted to Council prior to any work commencing. Failure to comply may result in Work Cover Intervention and may also include Council stopping all work immediately until such time the developer complies with suitable traffic management procedures.
5. The driveway must be undertaken in accordance Lithgow City Council's "Specification for the Construction of Driveways, Footpath/Gutter Crossings and Footpaving" (Policy 10.21). A copy of Council's Policy is available on Council's website or on request from Council's Administration Building.
6. All development is to be constructed in accordance with Council's "Guidelines for Civil Engineering Design and Construction for Development" This document is available on Council's website or upon request from Council's administration desk.
7. All stormwater drainage is the responsibility of the applicant and shall be satisfactorily disposed of into Council's stormwater infrastructure.

**Note:** The stormwater can't be put onto Hutchinson Street. It needs to be directed into the stormwater line on Mort Street.

### ***Civil Construction***

7. Only those areas involved in the construction of the civil works shall be disturbed, with all other areas of the site to be maintained with existing vegetation cover.
8. Construction noise shall be in accordance with the 'Noise Control Guidelines' for construction noise standards. Hours of operation shall be permitted between 7am – 6pm Monday to Friday and 8am – 1pm Saturdays. No heavy machinery work or usage shall be permitted on Sundays or Public Holidays.

## **COUNCIL'S BUILDING OFFICER**

Reference is made to the development application in regard to Council's Planner's referral dated 6 January 2017 and provide the following comments:

## **General**

The proposal provides for:

- a) The construction of a three (3) bedroom single storey dwelling of brick veneer construction having a floor area of 104.83m<sup>2</sup>.
- b) A vehicular access driveway off Hutchinson Street and vehicular hardstand space on the northern side of the allotment.

It is noted no Construction Certificate has been submitted to Council however a cursory review of the proposal has revealed that compliance with the provisions of the Building Code of Australia 2016 are readily achievable.

## **Recommendation**

No objections area raised to the proposal, subject to the following conditions being imposed on the Development Consent:

### General Requirements

1. All building work must be carried out in accordance with the provisions of the Building Code of Australia.
2. Building work that involves residential building work (within the meaning of the Home Building Act 1989) must not be carried out unless the Principal Certifying Authority for the development to which the work relates:
  - a) in the case of work to be done by a Licensee under that Act:
    - i) has been informed in writing of the licensee's name and contractor Licence Number, and
    - ii) it is satisfied that the Licensee has complied with the requirements of Part 6 of that Act, or
  - b) in the case of work to be done by any other person:
    - i) has been informed in writing of the persons name and Owner-Builder Permit Number, or
    - ii) has been given a declaration signed by the owner of the land that states that the reasonable market cost of the labour and materials involved in work is less than the amount prescribed for the purposes of the definition of Owner-Builder Work in Section 29 of that Act, and is given appropriate information and declarations under paragraphs (a) and (b) whenever arrangements for the doing of the work are changed in such a manner as to render out of date any information or declaration previously given under either of those paragraphs.
3. Prior to commencing any construction works, the following provisions of the Environmental Planning and Assessment Act 1979 are to be complied with:
  - a) a Construction Certificate is to be obtained in accordance with Section 81A(2)(a) of the Act, and
  - b) a Principal Certifying Authority is to be appointed and Council is to be notified of the appointment in accordance with Section 81A(2)(b) of the Act and Form 7 of the Regulations, and
  - c) Council is to be notified at least two days prior of the intention to commence building works, in accordance with Section 81A(2)(c) of the Act in Form 7 of Schedule 1 of the Regulations.

4. To contain soil and sediment on the property, controls are to be implemented prior to clearing of the site vegetation and the commencement of site works. This will include:

a) The installation of a sediment fence with returned ends across the low side of the site so that all water flows through. These shall be maintained at no less than 70% capacity at all times. Drains, gutters, roadways etc., shall be kept clean and free of sediment.

b) To prevent the movement of soil off site, a single entry/exit point to the property shall be constructed of 40mm blue metal aggregate or recycled concrete to a depth of 150mm. The length must be at least 5 metres with the width at least 3 metres.

Soil erosion fences shall remain and must be maintained until all disturbed areas are restored by turfing, paving, revegetation.

5. Prior to commencement of any building works, a suitable lidded waste container for the deposit of all building rubbish and litter must be provided onsite. The waste container must be emptied at a licensed waste disposal facility when full. All building rubbish and litter must be contained on the building site and the site left clear of waste and debris upon completion of works.

6. Prior to the commencement of any works on the land, a sign/s must be erected in a prominent position on the site:

a. Showing the name of the principal contractor (if any) for any building work and a telephone number on which that person can be contacted outside working hours.

b. Stating that unauthorised entry to the work site is prohibited and

c. Showing the name, address and telephone number of the principle certifying authority for the work.

The sign/s are to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.

7. Before work starts, toilet facilities must be provided for construction personnel on the site on the basis of 1 toilet for every 20 workers. Amenities are to be installed and operated in an environmentally responsible and sanitary manner. Toilets cannot remain on site for any longer than 12 months, without the further approval of Council.

#### Requirements During Construction

8. The new works shall be constructed in accordance with, and comply with the undertakings given on BASIX Certificate Number 786975S as obtained on 20 December 2016 from the Department of Planning.

**Appropriate certification is to be submitted to Council prior to issue of the occupation certificate indicating that all BASIX requirements have been undertaken.**

9. All work on site shall only occur between the following hours:

Monday to Friday	7.00am to 6.00pm
Saturday	8.00am to 1.00pm
Sunday and public holidays	No work

10. The following survey reports (prepared by a practising registered Surveyor) are to be submitted to the Principal Certifying Authority to accurately demonstrate compliance with minimum boundary setbacks for external walls / eaves under Part 3.7 Building Code of Australia (Volume 2), approved Construction Certificate drawings and to demonstrate that the dwelling / structure has been erected clear of any easement affecting the land:

- a) A Set-out survey showing the location of slab formwork is to be submitted (prior to pouring of concrete);
- b) A Set-out survey showing the location of external walls erected on strip footings (prior to reaching floor level);
- c) An Identification Survey (upon completion of external walls/eaves construction and prior to any Completion inspection being carried out).

11. That rainwater drains are connected to the street gutter to the satisfaction of Council.

12. That all plumbing and drainage work be carried out by a licensed plumber and drainer and inspected by Council officers.

#### Requirements Prior to Occupation

13. Prior to the use/occupation of the structure an Occupation Certificate must be issued by the Principal Certifying Authority (PCA). In this regard an application must be lodged with the PCA in conjunction with any request to carry out a final inspection.

#### Advisory Notes:

AN1. To ensure structural integrity, the maintenance of minimum health standards, the management of the buildings surrounds and the protection of the environment, compliance certificates are to be issued at significant stages throughout the construction period. These stages are:

- a) Pier holes/pad footings before filling with concrete.
- b) Trenches complete with reinforcing and prior to filling with concrete.
- c) Internal drainage carried out by licensed plumber prior to covering
- d) Reinforcing steel in position and before concrete is poured (footings, lintels, beams, columns, floors, walls and the like.
- e) Slab base if no piers required and prior to placement of the membrane.
- f) Floor frame, dampcourse, antcapping, foundation walls before floor material is laid.
- g) Framing when external wall and roof cladding is in place and prior to internal linings.
- h) External drainage (including onsite waste disposal system) installed by a licensed plumber and prior to covering.
- i) Wet area flashing prior to tiling or covering.
- j) Stormwater drainage between building and discharge point (drainage pipes, soakage pits and the like) prior to covering.
- k) Completion of the development and sign off to all conditions of the consent including landscaping, prior to occupation and use.

At each inspection, erosion and sediment control measures and site management will be inspected.

**Note: forty-eight (48) hours notice shall be given to Council prior to inspections.**

## **COUNCIL'S WATER & WASTEWATER OFFICER**

Reference is made to the development application in regard to Council's Planner's referral dated 6 January 2017 and provide the following comments:

Please be advised of the following:

- **NOTES OF ASSESSMENT**

The above development has a sewer main running through the property; although the dwelling does not impede the sewer main it is in close proximity of it. There are also concerns of the proposed driveway for the allotment as there may be problems if ground levels are reduced. The sewer main may be damaged if excavations are in the immediate area

Therefore, there is no objection to the proposal given the following conditions of consent:

1. The developer must submit to Council for approval a written Section 68 application from Council, under *section 68, Local Government Act 1993*. Prior to the commencement of any works as described below;

- Undertaking of water supply works
- Undertaking of sewerage works
- Installation, alteration, disconnection or removal of a meter connected to a service pipe
- Connect a private drain or sewer with a public drain or sewer under the control of a council or with a drain or sewer which connects with such a public drain or sewer

Approval will be required prior to the issue of the commencement of work. The Section 68 application requires the submission of all detailed engineering drawings/design, specifications and any applicable supporting information for the proposed works.

If your Section 68 application is approved, Council will issue you with a Section 68 approval containing conditions that must be complied with during construction.

2. The developer is to connect to separate water and sewer connections for Lot 4 Sec 5 DP416.

3. Council will provide a water property service and water meter (main to meter) and sewer point of connection to Councils Water and Sewer infrastructure.

4. The structure is to not impede access to boundary risers and/or maintenance holes that are located within the proximity of any proposed boundary retaining wall. Boundary risers and maintenance holes are brought to ground level and shall remain visible for access and maintenance of the sewerage system.

5. Any alterations to Council's sewer main and or construction within the zone of influence shall require detailed footing plans by a qualified engineer to be submitted to Council for approval.

#### 5.3.9 The public interest

There have been no issues raised from the public regarding planning issues.

## **6. DISCUSSION AND CONCLUSIONS**

The proposal is considered to generally comply with the relevant provisions of the applicable Environmental Planning Instruments. The proposal is not considered likely to have any significant negative impacts upon the environment or upon the amenity of the locality. As such it is recommended that development consent is issued subject to the conditions outlined below.

## **7. ATTACHMENTS**

Schedule A- Conditions of consent.

## **8. RECOMMENDATION**

**THAT** development application/construction certificate DA 326/16 is Approval subject to conditions on the consent.

Report prepared by: Lauren Stevens

Group Manager of Environment and  
Development: Andrew Muir

Signed:.....

Signed:.....

Dated:.....

Dated:.....

**REASONS FOR CONDITIONS**

The conditions in Schedule A have been imposed for the following reasons:

- To ensure compliance with the terms of the relevant Planning Instruments
- To ensure no injury is caused to the existing and likely future amenity of the neighbourhood
- Due to the circumstances of the case and the public interest.
- To ensure that adequate road and drainage works are provided.
- To ensure access, parking and loading arrangements will be made to satisfy the demands created by the development.
- To ensure the structural integrity of the development.
- To ensure the protection of the health and safety of the occupants of the development.
- To protect the environment.
- To prevent, minimise, and/or offset adverse environmental impacts.
- To ensure there is no unacceptable impact on the water quality.
- To ensure adequate soil conservation and protect against movement of soil and sediments.

## **Schedule A**

### **Conditions of Consent (Consent Authority)**

**Please Note:** It should be understood that this consent in no way relieves the owner or applicant from any obligation under any covenant affecting the land.

#### **ADMINISTRATIVE CONDITIONS**

1. That the development be carried out in accordance with the application, Statement of Environmental Effects, accompanying information, plans listed in the approval and any further information provided during the process unless otherwise amended by the following conditions.
2. Building work that involves residential building work (within the meaning of the Home Building Act 1989) must not be carried out unless the Principal Certifying Authority for the development to which the work relates:
  - a) in the case of work to be done by a Licensee under that Act:
    - i) has been informed in writing of the licensee's name and contractor Licence Number, and
    - ii) it is satisfied that the Licensee has complied with the requirements of Part 6 of that Act, or
  - b) in the case of work to be done by any other person:
    - i) has been informed in writing of the persons name and Owner-Builder Permit Number, or
    - ii) has been given a declaration signed by the owner of the land that states that the reasonable market cost of the labour and materials involved in work is less than the amount prescribed for the purposes of the definition of Owner-Builder Work in Section 29 of that Act, and is given appropriate information and declarations under paragraphs (a) and (b) whenever arrangements for the doing of the work are changed in such a manner as to render out of date any information or declaration previously given under either of those paragraphs.
3. Prior to commencing any construction works, the following provisions of the Environmental Planning and Assessment Act 1979 are to be complied with:
  - a) a Construction Certificate is to be obtained in accordance with Section 81A(2)(a) of the Act, and
  - b) a Principal Certifying Authority is to be appointed and Council is to be notified of the appointment in accordance with Section 81A(2)(b) of the Act and Form 7 of the Regulations, and
  - c) Council is to be notified at least two days prior of the intention to commence building works, in accordance with Section 81A(2)(c) of the Act in Form 7 of Schedule 1 of the Regulations.
4. To contain soil and sediment on the property, controls are to be implemented prior to clearing of the site vegetation and the commencement of site works. This will include:
  - a) The installation of a sediment fence with returned ends across the low side of the site so that all water flows through. These shall be maintained at no less than 70% capacity at all times. Drains, gutters, roadways etc., shall be kept clean and free of sediment.
  - b) To prevent the movement of soil off site, a single entry/exit point to the property shall be constructed of 40mm blue metal aggregate or recycled concrete to a depth of 150mm. The length must be at least 5 metres with the width at least 3 metres. Soil erosion fences shall remain and must be maintained until all disturbed areas are restored by turfing, paving, revegetation.

5. Prior to commencement of any building works, a suitable lidded waste container for the deposit of all building rubbish and litter must be provided onsite. The waste container must be emptied at a licensed waste disposal facility when full. All building rubbish and litter must be contained on the building site and the site left clear of waste and debris upon completion of works.
6. Prior to the commencement of any works on the land, a sign/s must be erected in a prominent position on the site:
  - a. Showing the name of the principal contractor (if any) for any building work and a telephone number on which that person can be contacted outside working hours.
  - b. Stating that unauthorised entry to the work site is prohibited and
  - c. Showing the name, address and telephone number of the principle certifying authority for the work.The sign/s are to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.
7. Before work starts, toilet facilities must be provided for construction personnel on the site on the basis of 1 toilet for every 20 workers. Amenities are to be installed and operated in an environmentally responsible and sanitary manner. Toilets cannot remain on site for any longer than 12 months, without the further approval of Council.
8. The garage is to have a pitched roof with the angle to match the dwelling, that being 23%.
9. The existing retaining wall around the north and eastern boundary is to be extended to the corner of the driveway. This is marked in red on the plans.
10. The construction of the retaining wall along the southern boundary of the internal driveway is to start at the access splay at the property boundary to the dwelling and is to maintain the existing ground levels. This is marked in red on the plans.
11. The construction of the retaining wall on the northern side of the internal driveway is to start at the access splay at the property boundary to the dwelling.

Fill will be required between the driveway retaining wall and the existing boundary retaining wall. This is marked in red on the plans.
12. Stairs from the garage to the dwelling is required. This is marked in red on the plans.

## **PRIOR TO ISSUE OF CONSTRUCTION CERTIFICATE**

### ***Section 94***

13. Prior to the issue of a Construction Certificate the applicant shall pay to Council a Section 94A contribution of \$995.00, in accordance with the Lithgow City Council Section 94A Development Contribution Plan 2015. It is advised that the level of contribution in this plan may be adjusted at the time of actual payment, in accordance with the provisions of the Lithgow City Council Section 94A Development Contribution Plan 2015.

## **DURING CONSTRUCTION**

14. The new works shall be constructed in accordance with, and comply with the undertakings given on BASIX Certificate Number 786975S as obtained on 20 December 2016 from the Department of Planning.

**Appropriate certification is to be submitted to Council prior to issue of the occupation certificate indicating that all BASIX requirements have been undertaken.**

15. All work on site shall only occur between the following hours:
- |                            |                  |
|----------------------------|------------------|
| Monday to Friday           | 7.00am to 6.00pm |
| Saturday                   | 8.00am to 1.00pm |
| Sunday and public holidays | No work          |
16. The following survey reports (prepared by a practising registered Surveyor) are to be submitted to the Principal Certifying Authority to accurately demonstrate compliance with minimum boundary setbacks for external walls/eaves under Part 3.7 Building Code of Australia (Volume 2), approved Construction Certificate drawings and to demonstrate that the dwelling/structure has been erected clear of any easement affecting the land:
- A Set-out survey showing the location of slab formwork is to be submitted (prior to pouring of concrete);
  - A Set-out survey showing the location of external walls erected on strip footings (prior to reaching floor level);
  - An Identification Survey (upon completion of external walls/eaves construction and prior to any Completion inspection being carried out).
17. That rainwater drains are connected to the street gutter to the satisfaction of Council.
18. That all plumbing and drainage work be carried out by a licensed plumber and drainer and inspected by Council officers.

### ***Water and Sewer***

19. The developer must submit to Council for approval a written Section 68 application from Council, under *section 68, Local Government Act 1993*. Prior to the commencement of any works as described below;
- Undertaking of water supply works
  - Undertaking of sewerage works
  - Installation, alteration, disconnection or removal of a meter connected to a service pipe
  - Connect a private drain or sewer with a public drain or sewer under the control of a council or with a drain or sewer which connects with such a public drain or sewer
- Approval will be required prior to the issue of the commencement of work. The Section 68 application requires the submission of all detailed engineering drawings/design, specifications and any applicable supporting information for the proposed works.
- If your Section 68 application is approved, Council will issue you with a Section 68 approval containing conditions that must be complied with during construction.
20. The developer is to connect to separate water and sewer connections for Lot 4 Sec 5 DP416.
21. Council will provide a water property service and water meter (main to meter) and sewer point of connection to Councils Water and Sewer infrastructure.
22. The structure is to not impede access to boundary risers and/or maintenance holes that are located within the proximity of any proposed boundary retaining wall. Boundary risers and maintenance holes are to be brought to ground level and shall remain visible for access and maintenance of the sewerage system.

23. Any alterations to Council's sewer main and or construction within the zone of influence shall require detailed footing plans by a qualified engineer to be submitted to Council for approval.

### ***Engineering Requirements***

24. A construction certificate will be required to be lodged to Council prior to the commencement of any Civil Works.
25. The applicant shall ensure that during the construction works all measures are taken to eliminate/suppress any dust nuisance emanating from the site.
26. All soil erosion and sediment controls shall be in place prior to the commencement of construction works. All erosion controls must remain in place until all construction work is finalised and suitable vegetation has been established. The developer will be required to remove and dispose of the sedimentation and erosion devices at the conclusion of suitable vegetation establishment at his/her full cost.
27. A fully certified traffic control plan and road works signage will be required where machinery may obstruct traffic on Hutchinson Street and Mort Street whilst construction work is being undertaken. A traffic control plan and certification of fully qualified contractors/persons will be required to be submitted to Council prior to any work commencing. Failure to comply may result in Work Cover Intervention and may also include Council stopping all work immediately until such time the developer complies with suitable traffic management procedures.
28. The driveway must be undertaken in accordance Lithgow City Council's "Specification for the Construction of Driveways, Footpath/Gutter Crossings and Footpaving" (Policy 10.21). A copy of Council's Policy is available on Council's website or on request from Council's Administration Building.
29. All development is to be constructed in accordance with Council's "Guidelines for Civil Engineering Design and Construction for Development" This document is available on Council's website or upon request from Council's administration desk.
30. All stormwater drainage is the responsibility of the applicant and shall be satisfactorily disposed of into Council's stormwater infrastructure.

**Note:** The stormwater can't be put onto Hutchinson Street. It needs to be directed into the stormwater line on Mort Street.

### ***Civil Construction***

31. Only those areas involved in the construction of the civil works shall be disturbed, with all other areas of the site to be maintained with existing vegetation cover.
32. Construction noise shall be in accordance with the 'Noise Control Guidelines' for construction noise standards. Hours of operation shall be permitted between 7am – 6pm Monday to Friday and 8am – 1pm Saturdays. No heavy machinery work or usage shall be permitted on Sundays or Public Holidays.

### **PRIOR TO OCCUPATION**

33. Prior to the use/occupation of the structure an Occupation Certificate must be issued by the Principal Certifying Authority (PCA). In this regard an application must be lodged with the PCA in conjunction with any request to carry out a final inspection.

### **ADVISORY NOTES**

### ***Building Code of Australia Compliance***

AN1. All building work must be carried out in accordance with the provisions of the Building Code of Australia.

### ***Construction Certificate***

AN2. A construction certificate is required prior to the commencement of any site or building works. This certificate can be issued either by Council as the consent authority or by an accredited certifier.

AN3. To ensure structural integrity, the maintenance of minimum health standards, the management of the buildings surrounds and the protection of the environment, compliance certificates are to be issued at significant stages throughout the construction period. These stages are:

- a) Pier holes/pad footings before filling with concrete.
- b) Trenches complete with reinforcing and prior to filling with concrete.
- c) Internal drainage carried out by licensed plumber prior to covering
- d) Reinforcing steel in position and before concrete is poured (footings, lintels, beams, columns, floors, walls and the like.
- e) Slab base if no piers required and prior to placement of the membrane.
- f) Floor frame, dampcourse, antcapping, foundation walls before floor material is laid.
- g) Framing when external wall and roof cladding is in place and prior to internal linings.
- h) External drainage (including onsite waste disposal system) installed by a licensed plumber and prior to covering.
- i) Wet area flashing prior to tiling or covering.
- j) Stormwater drainage between building and discharge point (drainage pipes, soakage pits and the like) prior to covering.
- k) Completion of the development and sign off to all conditions of the consent including landscaping, prior to occupation and use.

At each inspection, erosion and sediment control measures and site management will be inspected.

**Note: forty-eight (48) hours notice shall be given to Council prior to inspections.**

# **DEVELOPMENT ASSESSMENT REPORT – DA327/16 - PROPOSED SINGLE DWELLING, LOT 2 SECTION 5 DP416, 2 HUTCHINSON STREET LITHGOW NSW 2790**

---

## **1. PROPOSAL**

Council is in receipt of a Development Application DA327/16 for a single dwelling on land known as Lot 2 Section 5 DP416, 2 Hutchinson Street, Lithgow.

The development is for the construction of a single storey dwelling on a property that retains an area of 512m<sup>2</sup> and that is currently vacant of building structures. The floor area of the dwelling is approximately 214.31m<sup>2</sup> and rectangular in shape.

The dwelling is proposed to have a setback of 7.126m from the rear, 0.93m from the southern boundary, 0.9m from the northern boundary and 6m from the front setback on the eastern boundary.

The development is proposed to contain 5 bedrooms and be constructed of brick veneer with a metal roof. The design of the dwelling incorporates 3 floor levels that step down the site.

Access to the property is via Hutchinson Street. Due to the steepness of the site the driveway has purposely been designed to comply with Council's allowable grades from Hutchinson Street to the Garage located approximately 7.9m into the property boundary.

The property is shown in the picture below:



## **2. SUMMARY**

To assess and recommend determination of DA327/16 with recommendation for approval subject to conditions.

## **3. LOCATION OF THE PROPOSAL**

Legal Description: Lot 2 Sec 5 DP 416  
Property Address: 2 HUTCHINSON STREET LITHGOW NSW 2790

**4. ZONING:** The land is zoned R1 General Residential in accordance with Lithgow Local Environmental Plan 2014.

**5. PERMISSIBILITY:** The development being a 'dwelling house' (defined below) is permissible under Lithgow Local Environmental Plan 2014 R1 Zoning Table, subject to development consent.

*dwelling house means a building containing only one dwelling.*

**Note.** Dwelling houses are a type of **residential accommodation**—see the definition of that term in this Dictionary.

## **5.1 POLICY IMPLICATIONS (OTHER THAN DCP's)**

### **Policy 7.5 Notification Of Development Applications**

This policy applies to all applications as below:

#### **5. Who will be notified under this Policy and how long is the notification period?**

*5.1 Except for specified types of development outlined in 6.3 below, written notice of a development application will be given to landowners adjoining the Lithgow City Council Policy 7.5 – Notification of Development Applications land on which the development is proposed for a period of 14 calendar days. For the purposes of this policy adjoining land is land that directly abuts the subject site; shares a common boundary; or is situated directly opposite to the site where separated by a road, pathway or driveway.*

As the application is for a single dwelling it is exempt from Council's Policy however due to site constraints and design issues, the application was referred to adjoining neighbours and placed on display for a period of 14 days. The development complies with Council's Policy.

#### **Policy 7.7 Calling in of Applications by Councillors**

This application has been called in pursuant to Policy 7.7 "Calling in of Applications by Councillors" Item 3 that states:

*3. Should written notice, signed by a minimum of one (1) Councillor, be received by the General Manager prior to determination of a development application or development application/construction certificate, the application shall not be determined under delegated authority but shall be:*

- Reported to the next Ordinary Meeting for the information of Council that the development application or development application/construction certificate has been "called in"; and*
- Reported to an Ordinary Meeting of Council for determination.*

The development 'call in' was reported at Council's Ordinary meeting held on 27 February 2017 (Minute Number 17-52). The 'call in' report was noted at the meeting.

An onsite meeting was held 12 April 2017 with the applicant, 1 adjoining neighbour, Councillors and Council staff. Concerns were raised by the adjoining neighbour relating to traffic, offstreet carparking and road impacts. These issues are addressed later in this report.

## 5.2 FINANCIAL IMPLICATIONS (e.g. Section 94)

### Section 94A Development Contributions Plan 2015

The Section 94A plan applies to this development given it is for a dwelling at an estimated cost of \$400,000, using the below levies:

Estimated cost of development	Levy applicable
\$0 to \$100,000	0%
\$100,001 to \$200,000	0.5%
\$200,001 and over	1%

Therefore, the following condition of consent should apply to the development:

- *Prior to the issue of a Construction Certificate the applicant shall pay to Council a Section 94A contribution of \$4,000.00, in accordance with the Lithgow City Council Section 94A Development Contribution Plan 2015. It is advised that the level of contribution in this plan may be adjusted at the time of actual payment, in accordance with the provisions of the Lithgow City Council Section 94A Development Contribution Plan 2015.*

## 5.3 LEGAL IMPLICATIONS

### Local Government Act 1993

If this application is approved, the applicant must obtain a written Section 68 application for connection to Council's water and sewerage supply. This must be lodged and approved prior to commencement of any work on site and shall be at full cost to the applicant.

The Section 68 application requires the submission of all detailed engineering drawings/design, specifications and any applicably supporting information for the proposed works. All conditions of the Section 68 Approval must be complied with prior to the release of the Occupation Certificate.

### Mine Subsidence Compensation Act 1961

The development is integrated under this Act (via Section 91 of the EP & A Act 1979). Accordingly the approval of the Mine Subsidence Board is required prior to Council being in a position to determine the application. Approval from the Mine Subsidence Board has been obtained and is discussed later in this report and therefore it is considered that the proposal will comply with the provisions of this Act.

### **Environmental Planning and Assessment Act 1979**

In determining a development application, a consent authority is required to take into consideration the matters of relevance under Section 79C of the *Environmental Planning and Assessment Act 1979*. These matters for consideration are as follows:

#### 5.3.1 Any Environmental Planning Instruments

#### ***Lithgow Local Environmental Plan 2014***

LEP 2014 – Compliance Check		
Clause		Compliance
<b>Land Use table</b>	R1 General Residential	Yes
<b>7.1</b>	Earthworks	Yes
<b>7.3</b>	Stormwater management	Yes

<b>7.7</b>	Sensitive lands	Yes
------------	-----------------	-----

**Comment:** The development complies with the objectives of the zone. The objectives are:

**1 Objectives of zone**

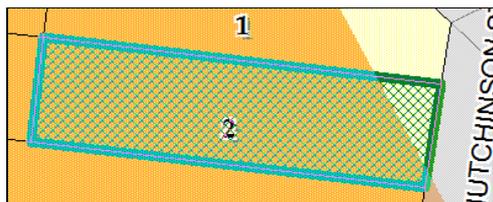
- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain or improve the water quality of receiving water catchments.

The development is for the construction of a single dwelling on a vacant residential allotment. Services and facilities exist in the area as the surrounding land uses are for residential purposes. Water quality is not expected to be impacted upon by the development as a Norbe Assessment (see below) was undertaken and shows that the development would have a neutral or beneficial effect on water quality.

A small amount of cut is required for the driveway from Hutchinson Street to the dwelling. For a safe driveway and to limit soil and erosion impacts, conditions will be imposed on the consent.

A stormwater tank is proposed to be located at the rear of the property and will be constructed in accordance with BASIX. This is considered suitable for the development.

The property is identified as being sensitive land. The land has a slight slope that is less than 25%. The land is not subject to high erosion potential, salinity, impeded drainage or expected to be subject to regular or permanent inundation. The development is designed, sited and will be managed to avoid significant adverse environmental impact. The sensitive land map is shown below:



The development is considered to comply with Council's LEP 2014.

**State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**

SEPP (Building Sustainability Index: BASIX) 2004	
Clause	Compliance
6 Buildings to which Policy applies	Yes

**Comment:** A Basix Certificate was submitted with the application and indicated that water, thermal comfort and energy is satisfactory for the development and complies with the SEPP.

**State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011**

SEPP (Sydney Drinking Water Catchment) 2011 – Compliance Check	
Clause	Compliance
<b>10</b> Development consent cannot be granted unless neutral or beneficial effect on water quality	Yes

**Comment:** The application is required to be assessed using the Neutral or Beneficial Effect on Water Quality Assessment Tool as below. Given the development satisfies this assessment the development complies with the SEPP.

NEUTRAL OR BENEFICIAL EFFECT ON WATER QUALITY ASSESSMENT TOOL

**General Information:**

Council Name	Lithgow City
Date	5 January 2017
DA Number	DA326/16
Assessing Officer	Lauren Stevens
Development Class	New Dwelling/ Dual Occupancy>sewered

**Assessment Summary:**

NorBE Status: **Determined**  
 System Outcome: **Satisfied** User Outcome: **Satisfied**  
 Determination outcome: **Granted** Determination date: **5/1/17**

**Pre- Assessment Checklist:**

Located within Sydney drinking water Catchment Yes  
 Is development consistent with any existing SCA 88B Instruments on title? N/A  
 Crown perpetual leasehold land? No  
 Water quality impact identifies? No  
 Concentration of flow of water? No  
 Flow of water impeded? No  
 Discharge of pollutants? No  
 Any other matter? Yes  
 Documentation is completed? Yes  
 Does Water Cycle management Study meet SCA/Council requirements? Yes

**Conditions**

*Effective erosion and sediment controls shall be installed prior to any construction activity and shall prevent sediment or polluted water leaving the construction site or entering any natural drainage system or stormwater drain. The controls shall be regularly maintained and retained until works have been completed and groundcover established.*

5.3.2 Any draft environmental planning instrument that is or has been placed on public exhibition and details of which have been notified to the consent authority

Nil.

### 5.3.3 Any Development Control Plan

Nil.

### 5.3.4 Any planning agreement that has been entered into under Section 93F, or any draft planning agreement that a developer has offered to enter into under Section 93F?

No.

### 5.3.5 Any matters prescribed by the regulations that apply to the land

The development has been forwarded to Council's Building Officer for assessment under appropriate regulations. It is considered that as a result of this assessment the development will comply with the provisions of the regulations subject to conditions of consent.

The Building Code of Australia prohibits mezzanines to contain windows as they cannot be utilised for habitable purposes. Therefore the following conditions would be placed on the consent:

The window proposed for the mezzanine is to be removed as shown in red on the plans.

### 5.3.6 The likely impacts of that development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality

**Adjoining Landuse:** The surrounding area is generally for residential pursuits with the proposal to be consistent with the surrounding land uses. The proposal will not cause any land use conflicts and the development is permissible within the zone.

The dwelling is proposed to have a setback of 7.126m from the rear, 0.93m from the southern boundary, 0.9m from the northern boundary and 6m from the front setback on the eastern boundary.

The dwelling is not expected to have overshadowing, visual or privacy impacts to the adjoining properties due to it being single storey and its setback from the boundaries.

**Services:** The development will have connections to Council's reticulated water and reticulated sewer services. A Section 68 Application was submitted to Council showing how the dwelling will be connected to Council's services. The development was referred to Council's water and sewer officer for comment. These comments and conditions are found later in this report.

Additionally, there is access to electricity and telecommunication services nearby. Therefore, it is considered that the proposal will be adequately serviced.

**Context and Setting:** The proposed development will be located within an established residential area and will have no major impact on the context and setting of the area. The development has been designed to complement existing features of similar development in the area.

**Access and Traffic:** The proposal will gain access from Hutchinson Street and has been assessed by Council's Engineers. It is considered that subject to conditions of consent that the access will be adequate for the development.

Hutchinson Street is shown in the picture below:



The location of the access driveway is shown in the picture below:



The development is for a private dwelling within an established residential area. Therefore it is considered that there would be no impact to traffic in the vicinity.

**Heritage:** There is no known heritage item located on or adjoining the property.

**Flora and Fauna:** No proposed clearing is required and the development will have no impact on flora or fauna.

**Social and Economic Impact:** As the proposed development will be generally in keeping with the provisions of the planning instrument and is reasonably compatible with other similar development in the locality, it is expected to have minimal social and economic impact.

**Soils:** The proposed development will have no significant impact on soils. There is no reason to believe the site would be affected by acid sulphate soil or contamination problems. Conditions of consent will be imposed to control erosion and sedimentation impacts on the site and therefore it is considered there will be minimal impacts on soils.

**Water:** The proposed development has been assessed using the NorBE tool as required by the *State Environmental Planning Policy (Sydney Catchment Drinking Water) 2011* with a result of satisfied. Therefore with appropriate conditions of consent it is considered that the development will have minimal impact on water.

**Air and Microclimate:** There will be no significant impact on air or microclimate.

**Waste:** Waste during construction will be to a licenced facility as per conditions of consent if approved. Given the development is for residential use, once an Occupation certificate has been provided a garbage service will be available for domestic use.

**Natural Hazards:** The land is not bushfire or flood prone land.

**Noise and Vibration:** There are no nearby sources of noise or vibration that would impact detrimentally on residents of the proposed dwelling. The proposal is not expected to cause any noise issues in the surrounding area, given it is for residential use.

**Other Land Resources:** The development will not impact on the value of the land in terms of agricultural potential or mining as it is zoned for residential use and adjacent to an established residential area.

#### 5.3.7 The Suitability of the site for the development

The surrounding land uses are for residential pursuits with the size and nature of the development consistent with those in the surrounding area. The development will have minimal impact to the surrounding amenity. The proposed development complies with the objectives of the zone and the site is considered to be suitable for the proposal.

#### 5.3.8 Any submissions made in accordance with this Act or the Regulations

The proposal was sent to Council's Building Officer, Water & Wastewater Officer and Engineers for commenting with recommendations detailed below. The development was also referred to adjoining neighbours and placed on public display for a period of 14 days. During the notification period two submissions were received and are outlined below:

#### **NEIGHBOUR NOTIFICATION**

The main issues are summarised below:

1. Increase traffic specifically at the intersection of Hutchinson Street and Mort Street. Hutchinson Street is narrow and would not be able to handle an increase of traffic movements.
2. Traffic flow would be impacted upon due to the two proposed driveways (DA326/17 and DA327/16) being located within proximity to Mort Street. It would also be unsafe for vehicles to enter and exit Hutchinson Street.

This section of Mort Street already contains an extensive amount of traffic as it is one of the main thoroughfares between Lithgow and Hartley. A blind corner also exists near Hutchinson Street and creates visual constraints.

3. There is a footpath located along Mort Street and is regularly used by school children and other pedestrians. The location of the proposed driveways would impact the footpath and create safety concerns for pedestrians.
4. As Hutchinson Street is very narrow, there would be no room for parking on street. All vehicles would be required to be on the site and reverse onto Hutchinson Street.

**Applicant's Response:** *Additional traffic flow to Mort Street caused by the two dwellings would be unnoticeable; especially considering the current speed limit is only 50km/h.*

*Although Hutchinson Street is narrow, there are only 4 current dwellings that utilise it regularly. The architect was on the property on a weekday between 2pm to 5:50pm and undertook a traffic count. During this time period there was no traffic on Hutchinson Street. It is suggested that Hutchinson Street contains low traffic and that the increase in traffic movements caused by the new dwellings should not impact on the overall traffic flow.*

*Access to Mort Street is considered to be clear to the right. Refer to the photo below:*



*There are trees and vegetation located to the left of Hutchinson Street that causes obstruction to views. This vegetation will be cleared from the property to improve the visual and safety impacts.*

**Council Officer's Response:** The development is for 1 dwelling with an additional dwelling on the adjoining allotment as per a separate Development Application (DA326/16). It is not considered that 2 additional dwellings within Hutchison Street would have an impact on traffic. There is adequate site distance at the intersection of Hutchinson Street and Mort Street.

The driveway plan for the Development Application (DA326/16) on the adjoining front property, facing Mort Street, has been amended since the notification period.

The driveway would be able to accommodate additional vehicles so that they are not parked on Hutchinson Street.

## **COUNCIL'S ENGINEERS**

Council's Engineers have no objection to the application subject to the following conditions.

1. A construction certificate will be required to be lodged to Council prior to the commencement of any Civil Works.
2. The applicant shall ensure that during the construction works all measures are taken to eliminate/suppress any dust nuisance emanating from the site.
3. All soil erosion and sediment controls shall be in place prior to the commencement of construction works. All erosion controls must remain in place until all construction work is finalised and suitable vegetation has been established. The developer will be required to remove and dispose of the sedimentation and erosion devices at the conclusion of suitable vegetation establishment at his/her full cost.
4. A fully certified traffic control plan and road works signage will be required where machinery may obstruct traffic on Hutchinson Street and Mort Street whilst construction work is being undertaken. A traffic control plan and certification of fully qualified contractors/persons will be required to be submitted to Council prior to any work commencing. Failure to comply may result in Work Cover Intervention and may also include Council stopping all work immediately until such time the developer complies with suitable traffic management procedures.
5. The driveway must be undertaken in accordance Lithgow City Council's "Specification for the Construction of Driveways, Footpath/Gutter Crossings and Footpaving" (Policy 10.21). A copy of Council's Policy is available on Council's website or on request from Council's Administration Building.
6. All development is to be constructed in accordance with Council's "Guidelines for Civil Engineering Design and Construction for Development" This document is available on Council's website or upon request from Council's administration desk.
7. All stormwater drainage is the responsibility of the applicant and shall be satisfactorily disposed of into Council's stormwater infrastructure.

**Note:** The stormwater can't be put onto Hutchinson Street. It needs to be directed into the stormwater line on Mort Street.

### ***Civil Construction***

7. Only those areas involved in the construction of the civil works shall be disturbed, with all other areas of the site to be maintained with existing vegetation cover.
8. Construction noise shall be in accordance with the 'Noise Control Guidelines' for construction noise standards. Hours of operation shall be permitted between 7am – 6pm Monday to Friday and 8am – 1pm Saturdays. No heavy machinery work or usage shall be permitted on Sundays or Public Holidays.

## **COUNCIL'S BUILDING OFFICER**

Reference is made to the development application in regard to Council's Planner's referral dated 6 January 2017 and provide the following comments:

## **General**

The proposal provides for:

- a) The construction of a split level four (4) bedroom, plus a study, single storey dwelling of brick veneer construction having a floor area of 273.72m<sup>2</sup>.
- b) A vehicular access driveway off Hutchinson Street.

It is noted no Construction Certificate has been submitted to Council however a cursory review of the proposal has revealed that compliance with the provisions of the Building Code of Australia 2016 are readily achievable.

## **Recommendation**

No objections area raised to the proposal, subject to the following conditions being imposed on the Development Consent:

### General Requirements

1. All building work must be carried out in accordance with the provisions of the Building Code of Australia.

2. Building work that involves residential building work (within the meaning of the Home Building Act 1989) must not be carried out unless the Principal Certifying Authority for the development to which the work relates:

- a) in the case of work to be done by a Licensee under that Act:
  - i) has been informed in writing of the licensee's name and contractor Licence Number, and
  - ii) it is satisfied that the Licensee has complied with the requirements of Part 6 of that Act, or
- b) in the case of work to be done by any other person:
  - i) has been informed in writing of the persons name and Owner-Builder Permit Number, or
  - ii) has been given a declaration signed by the owner of the land that states that the reasonable market cost of the labour and materials involved in work is less than the amount prescribed for the purposes of the definition of Owner-Builder Work in Section 29 of that Act, and is given appropriate information and declarations under paragraphs (a) and (b) whenever arrangements for the doing of the work are changed in such a manner as to render out of date any information or declaration previously given under either of those paragraphs.

3. Prior to commencing any construction works, the following provisions of the Environmental Planning and Assessment Act 1979 are to be complied with:

- a) a Construction Certificate is to be obtained in accordance with Section 81A(2)(a) of the Act, and
- b) a Principal Certifying Authority is to be appointed and Council is to be notified of the appointment in accordance with Section 81A(2)(b) of the Act and Form 7 of the Regulations, and
- c) Council is to be notified at least two days prior of the intention to commence building works, in accordance with Section 81A(2)(c) of the Act in Form 7 of Schedule 1 of the Regulations.

4. To contain soil and sediment on the property, controls are to be implemented prior to clearing of the site vegetation and the commencement of site works. This will include:

- a) The installation of a sediment fence with returned ends across the low side of the site so that all water flows through. These shall be maintained at no less than 70% capacity at all times. Drains, gutters, roadways etc., shall be kept clean and free of sediment.
  - b) To prevent the movement of soil off site, a single entry/exit point to the property shall be constructed of 40mm blue metal aggregate or recycled concrete to a depth of 150mm. The length must be at least 5 metres with the width at least 3 metres.
- Soil erosion fences shall remain and must be maintained until all disturbed areas are restored by turfing, paving, revegetation.

5. Prior to commencement of any building works, a suitable lidded waste container for the deposit of all building rubbish and litter must be provided onsite. The waste container must be emptied at a licensed waste disposal facility when full. All building rubbish and litter must be contained on the building site and the site left clear of waste and debris upon completion of works.

6. Prior to the commencement of any works on the land, a sign/s must be erected in a prominent position on the site:
- a. Showing the name of the principal contractor (if any) for any building work and a telephone number on which that person can be contacted outside working hours.
  - b. Stating that unauthorised entry to the work site is prohibited and
  - c. Showing the name, address and telephone number of the principle certifying authority for the work.
- The sign/s are to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.

7. Before work starts, toilet facilities must be provided for construction personnel on the site on the basis of 1 toilet for every 20 workers. Amenities are to be installed and operated in an environmentally responsible and sanitary manner. Toilets cannot remain on site for any longer than 12 months, without the further approval of Council.

Requirements During Construction

8. The new works shall be constructed in accordance with, and comply with the undertakings given on BASIX Certificate Number 787000S as obtained on 20 December 2016 from the Department of Planning.

**Appropriate certification is to be submitted to Council prior to issue of the occupation certificate indicating that all BASIX requirements have been undertaken.**

9. All work on site shall only occur between the following hours:

Monday to Friday	7.00am to 6.00pm
Saturday	8.00am to 1.00pm
Sunday and public holidays	No work

10. The following survey reports (prepared by a practising registered Surveyor) are to be submitted to the Principal Certifying Authority to accurately demonstrate compliance with minimum boundary setbacks for external walls/eaves under Part 3.7 Building Code of Australia (Volume 2), approved Construction Certificate drawings

and to demonstrate that the dwelling/structure has been erected clear of any easement affecting the land:

- a) A Set-out survey showing the location of slab formwork is to be submitted (prior to pouring of concrete);
- b) An Identification Survey (upon completion of external walls/eaves construction and prior to any Completion inspection being carried out).

11. That rainwater drains are connected to the street gutter to the satisfaction of Council.

12. That all plumbing and drainage work be carried out by a licensed plumber and drainer and inspected by Council officers.

#### Requirements Prior to Occupation

13. Prior to the use/occupation of the structure an Occupation Certificate must be issued by the Principal Certifying Authority (PCA). In this regard an application must be lodged with the PCA in conjunction with any request to carry out a final inspection.

#### Advisory Notes:

AN1. To ensure structural integrity, the maintenance of minimum health standards, the management of the buildings surrounds and the protection of the environment, compliance certificates are to be issued at significant stages throughout the construction period. These stages are:

- a) Pier holes/pad footings before filling with concrete.
- b) Trenches complete with reinforcing and prior to filling with concrete.
- c) Internal drainage carried out by licensed plumber prior to covering
- d) Reinforcing steel in position and before concrete is poured (footings, lintels, beams, columns, floors, walls and the like.
- e) Slab base if no piers required and prior to placement of the membrane.
- f) Floor frame, dampcourse, antcapping, foundation walls before floor material is laid.
- g) Framing when external wall and roof cladding is in place and prior to internal linings.
- h) External drainage (including onsite waste disposal system) installed by a licensed plumber and prior to covering.
- i) Wet area flashing prior to tiling or covering.
- j) Stormwater drainage between building and discharge point (drainage pipes, soakage pits and the like) prior to covering.
- k) Completion of the development and sign off to all conditions of the consent including landscaping, prior to occupation and use.

At each inspection, erosion and sediment control measures and site management will be inspected.

**Note: forty-eight (48) hours notice shall be given to Council prior to inspections.**

#### **COUNCIL'S WATER & WASTEWATER OFFICER**

Reference is made to the development application in regard to Council's Planner's referral dated 6 January 2017 and provide the following comments:

Please be advised of the following:

- NOTES OF ASSESSMENT

The above property does not have provision for water and sewer connections. However the applicant needs to apply for these services and installation shall be at owner's costs.

The applicant has submitted a Section 68 189/16 Application for approval.

Therefore, there is no objection to the proposal given the following conditions of consent:

1. The applicant is to provide separate water and sewer connections to Lot 2 Sec 5 DP416 to Council's Water and Sewer infrastructure at owner's costs.
2. Live water and sewer property services (Main to meter & Sewer Point of Connection) are to be installed by Council's Plumbers at owner's costs including water meter installation. The applicant is to submit a Water Service Connection Application and Application For Work at Owner's Costs Payment Authority to Council's Customer Service and pay the relevant fees as per Lithgow Council's Current Fees and Charges.

#### 5.3.9 The public interest

There have been no issues raised from the public regarding planning issues.

## **6. DISCUSSION AND CONCLUSIONS**

The proposal is considered to generally comply with the relevant provisions of the applicable Environmental Planning Instruments. The proposal is not considered likely to have any significant negative impacts upon the environment or upon the amenity of the locality. As such it is recommended that development consent is issued subject to the conditions outlined below.

## **7. ATTACHMENTS**

Schedule A- Conditions of consent.

## **8. RECOMMENDATION**

**THAT** development application DA 327/16 is approved subject to conditions set out in Schedule A.

Report prepared by: Lauren Stevens

Signed:.....

Dated:.....

## **REASONS FOR CONDITIONS**

The conditions in Schedule A have been imposed for the following reasons:

- To ensure compliance with the terms of the relevant Planning Instruments
- To ensure no injury is caused to the existing and likely future amenity of the neighbourhood
- Due to the circumstances of the case and the public interest.
- To ensure that adequate road and drainage works are provided.
- To ensure access, parking and loading arrangements will be made to satisfy the demands created by the development.
- To ensure the structural integrity of the development.
- To ensure the protection of the health and safety of the occupants of the development.
- To protect the environment.
- To prevent, minimise, and/or offset adverse environmental impacts.
- To ensure lots are adequately serviced.
- To ensure there is no unacceptable impact on the water quality.
- To ensure adequate soil conservation and protect against movement of soil and sediments.

## Schedule A

### Conditions of Consent (Consent Authority)

**Please Note:** It should be understood that this consent in no way relieves the owner or applicant from any obligation under any covenant affecting the land.

#### ADMINISTRATIVE CONDITIONS

1. That the development be carried out in accordance with the application, Statement of Environmental Effects, accompanying information, plans listed in the approval and any further information provided during the process unless otherwise amended by the following conditions.
2. Building work that involves residential building work (within the meaning of the Home Building Act 1989) must not be carried out unless the Principal Certifying Authority for the development to which the work relates:
  - a) in the case of work to be done by a Licensee under that Act:
    - i) has been informed in writing of the licensee's name and contractor Licence Number, and
    - ii) it is satisfied that the Licensee has complied with the requirements of Part 6 of that Act, or
  - b) in the case of work to be done by any other person:
    - i) has been informed in writing of the persons name and Owner-Builder Permit Number, or
    - ii) has been given a declaration signed by the owner of the land that states that the reasonable market cost of the labour and materials involved in work is less than the amount prescribed for the purposes of the definition of Owner-Builder Work in Section 29 of that Act, and is given appropriate information and declarations under paragraphs (a) and (b) whenever arrangements for the doing of the work are changed in such a manner as to render out of date any information or declaration previously given under either of those paragraphs.
3. Prior to commencing any construction works, the following provisions of the Environmental Planning and Assessment Act 1979 are to be complied with:
  - a) a Construction Certificate is to be obtained in accordance with Section 81A(2)(a) of the Act, and
  - b) a Principal Certifying Authority is to be appointed and Council is to be notified of the appointment in accordance with Section 81A(2)(b) of the Act and Form 7 of the Regulations, and
  - c) Council is to be notified at least two days prior of the intention to commence building works, in accordance with Section 81A(2)(c) of the Act in Form 7 of Schedule 1 of the Regulations.
4. To contain soil and sediment on the property, controls are to be implemented prior to clearing of the site vegetation and the commencement of site works. This will include:
  - a) The installation of a sediment fence with returned ends across the **low side** of the site so that all water flows through. These shall be maintained at no less than 70% capacity at all times. Drains, gutters, roadways etc., shall be kept clean and free of sediment.
  - b) To prevent the movement of soil off site, a single entry/exit point to the property shall be constructed of 40mm blue metal aggregate or recycled concrete to a depth of 150mm. The length must be at least 5 metres with the width at least 3 metres.  
Soil erosion fences shall remain and must be maintained until all disturbed areas are restored by turfing, paving, revegetation.

Refer to the amendments in red on the plans.

5. Prior to commencement of any building works, a suitable lidded waste container for the deposit of all building rubbish and litter must be provided onsite. The waste container must be emptied at a licensed waste disposal facility when full. All building rubbish and litter must be contained on the building site and the site left clear of waste and debris upon completion of works.
6. Prior to the commencement of any works on the land, a sign/s must be erected in a prominent position on the site:
  - a. Showing the name of the principal contractor (if any) for any building work and a telephone number on which that person can be contacted outside working hours.
  - b. Stating that unauthorised entry to the work site is prohibited and
  - c. Showing the name, address and telephone number of the principle certifying authority for the work.

The sign/s are to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.
7. Before work starts, toilet facilities must be provided for construction personnel on the site on the basis of 1 toilet for every 20 workers. Amenities are to be installed and operated in an environmentally responsible and sanitary manner. Toilets cannot remain on site for any longer than 12 months, without the further approval of Council.
8. The window proposed for the mezzanine is to be removed as shown in red on the plans.

## **PRIOR TO ISSUE OF CONSTRUCTION CERTIFICATE**

### ***Section 94***

9. Prior to the issue of a Construction Certificate the applicant shall pay to Council a Section 94A contribution of \$4,000.00, in accordance with the Lithgow City Council Section 94A Development Contribution Plan 2015. It is advised that the level of contribution in this plan may be adjusted at the time of actual payment, in accordance with the provisions of the Lithgow City Council Section 94A Development Contribution Plan 2015.

### ***Water and Sewer***

10. The applicant is to provide separate water and sewer connections to Lot 2 Sec 5 DP416 to Council's Water and Sewer infrastructure at owners costs
11. Live water and sewer property services (Main to meter & Sewer Point of Connection) are to be installed by Council's Plumbers at owner's costs including water meter installation. The applicant is to submit a Water Service Connection Application and Application For Work at Owners Costs Payment Authority to Council's Customer Service and pay the relevant fees as per Lithgow Council's Current Fees and Charges.

### ***Site Remediation***

12. A construction certificate will be required to be lodged to Council prior to the commencement of any Civil Works.
13. The applicant shall ensure that during the construction works all measures are taken to eliminate/suppress any dust nuisance emanating from the site.
14. All soil erosion and sediment controls shall be in place prior to the commencement of construction works. All erosion controls must remain in place until all construction work is

finalised and suitable vegetation has been established. The developer will be required to remove and dispose of the sedimentation and erosion devices at the conclusion of suitable vegetation establishment at his/her full cost.

15. A fully certified traffic control plan and road works signage will be required where machinery may obstruct traffic on Hutchinson Street and Mort Street whilst construction work is being undertaken. A traffic control plan and certification of fully qualified contractors/persons will be required to be submitted to Council prior to any work commencing. Failure to comply may result in Work Cover Intervention and may also include Council stopping all work immediately until such time the developer complies with suitable traffic management procedures.
16. The driveway must be undertaken in accordance Lithgow City Council's "Specification for the Construction of Driveways, Footpath/Gutter Crossings and Footpaving" (Policy 10.21). A copy of Council's Policy is available on Council's website or on request from Council's Administration Building.
17. All development is to be constructed in accordance with Council's "Guidelines for Civil Engineering Design and Construction for Development" This document is available on Council's website or upon request from Council's administration desk.
18. All stormwater drainage is the responsibility of the applicant and shall be satisfactorily disposed of into Council's stormwater infrastructure.

**Note:** The stormwater can't be put onto Hutchinson Street. It needs to be directed into the stormwater line on Mort Street.

### ***Civil Construction***

19. Only those areas involved in the construction of the civil works shall be disturbed, with all other areas of the site to be maintained with existing vegetation cover.
20. Construction noise shall be in accordance with the 'Noise Control Guidelines' for construction noise standards. Hours of operation shall be permitted between 7am – 6pm Monday to Friday and 8am – 1pm Saturdays. No heavy machinery work or usage shall be permitted on Sundays or Public Holidays.

### **DURING CONSTRUCTION**

21. The new works shall be constructed in accordance with, and comply with the undertakings given on BASIX Certificate Number 787000S as obtained on 20 December 2016 from the Department of Planning.  
**Appropriate certification is to be submitted to Council prior to issue of the occupation certificate indicating that all BASIX requirements have been undertaken.**
22. All work on site shall only occur between the following hours:

Monday to Friday	7.00am to 6.00pm
Saturday	8.00am to 1.00pm
Sunday and public holidays	No work
23. The following survey reports (prepared by a practising registered Surveyor) are to be submitted to the Principal Certifying Authority to accurately demonstrate compliance with minimum boundary setbacks for external walls/eaves under Part 3.7 Building Code of Australia (Volume 2), approved Construction Certificate drawings and to demonstrate that the dwelling/structure

has been erected clear of any easement affecting the land:

- a) A Set-out survey showing the location of slab formwork is to be submitted (prior to pouring of concrete);
- b) An Identification Survey (upon completion of external walls/eaves construction and prior to any Completion inspection being carried out).

24. That rainwater drains are connected to the street gutter to the satisfaction of Council.

25. That all plumbing and drainage work be carried out by a licensed plumber and drainer and inspected by Council officers.

### **PRIOR TO OCCUPATION**

26. Prior to the use/occupation of the structure an Occupation Certificate must be issued by the Principal Certifying Authority (PCA). In this regard an application must be lodged with the PCA in conjunction with any request to carry out a final inspection.

### **ADVISORY NOTES**

#### ***Building Code of Australia Compliance***

AN1. All building work must be carried out in accordance with the provisions of the Building Code of Australia.

#### ***Construction Certificate***

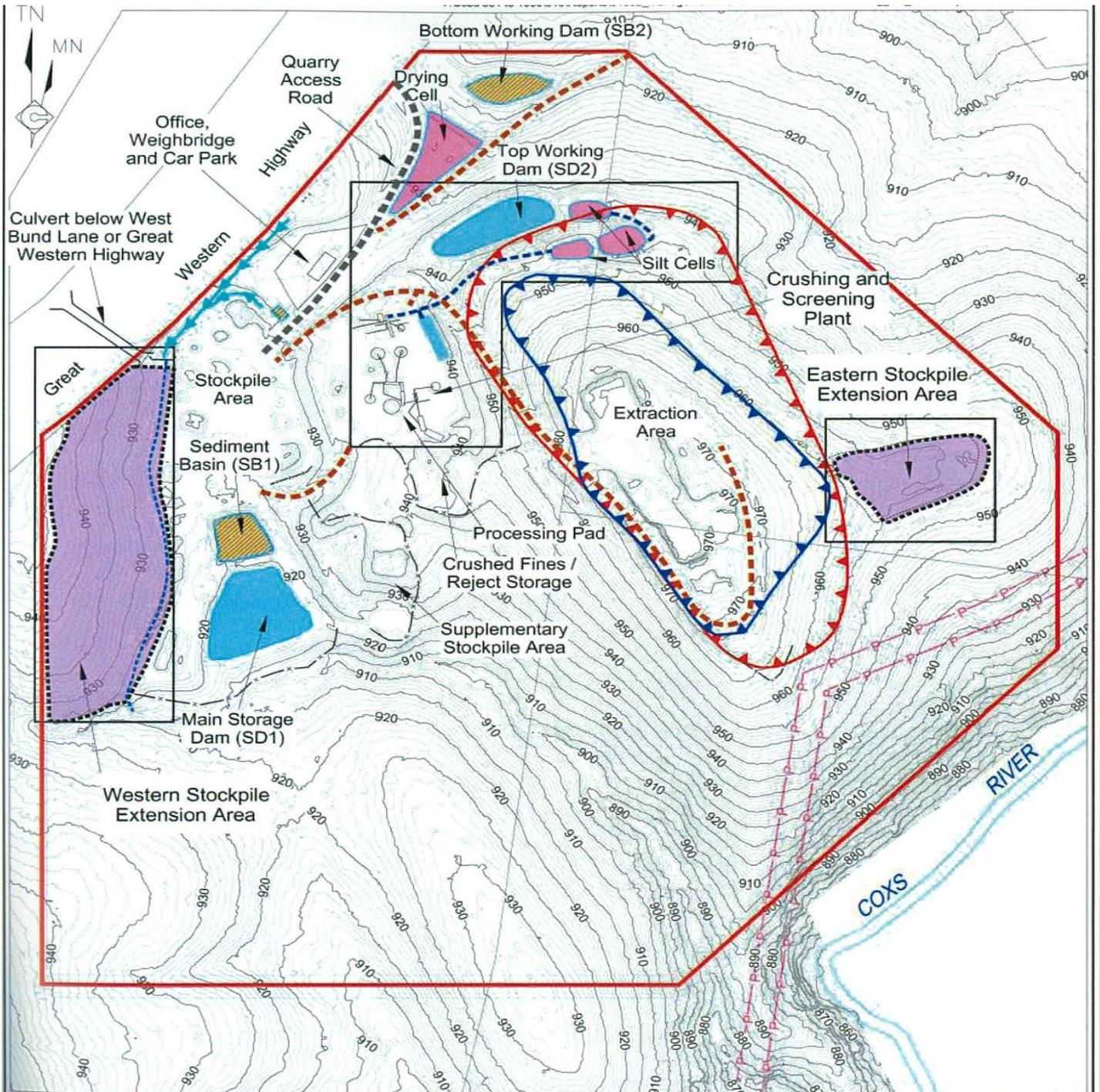
AN2. A construction certificate is required prior to the commencement of any site or building works. This certificate can be issued either by Council as the consent authority or by an accredited certifier.

AN3. To ensure structural integrity, the maintenance of minimum health standards, the management of the buildings surrounds and the protection of the environment, compliance certificates are to be issued at significant stages throughout the construction period. These stages are:

- a) Pier holes/pad footings before filling with concrete.
- b) Trenches complete with reinforcing and prior to filling with concrete.
- c) Internal drainage carried out by licensed plumber prior to covering
- d) Reinforcing steel in position and before concrete is poured (footings, lintels, beams, columns, floors, walls and the like.
- e) Slab base if no piers required and prior to placement of the membrane.
- f) Floor frame, dampcourse, antcapping, foundation walls before floor material is laid.
- g) Framing when external wall and roof cladding is in place and prior to internal linings.
- h) External drainage (including onsite waste disposal system) installed by a licensed plumber and prior to covering.
- i) Wet area flashing prior to tiling or covering.
- j) Stormwater drainage between building and discharge point (drainage pipes, soakage pits and the like) prior to covering.
- k) Completion of the development and sign off to all conditions of the consent including landscaping, prior to occupation and use.

At each inspection, erosion and sediment control measures and site management will be inspected.

**Note: forty-eight (48) hours notice shall be given to Council prior to inspections.**



Note 1: Interpreted from EIS (Pacrim, 2001)

- REFERENCE**
- Quarry Site (ML1633)
  - ▲- Approved Extraction Area ①
  - ▲- Existing Extraction Area
  - - - Access Road
  - - - Haul Road
  - Stockpile Extension Area
  - Cadastral Boundary

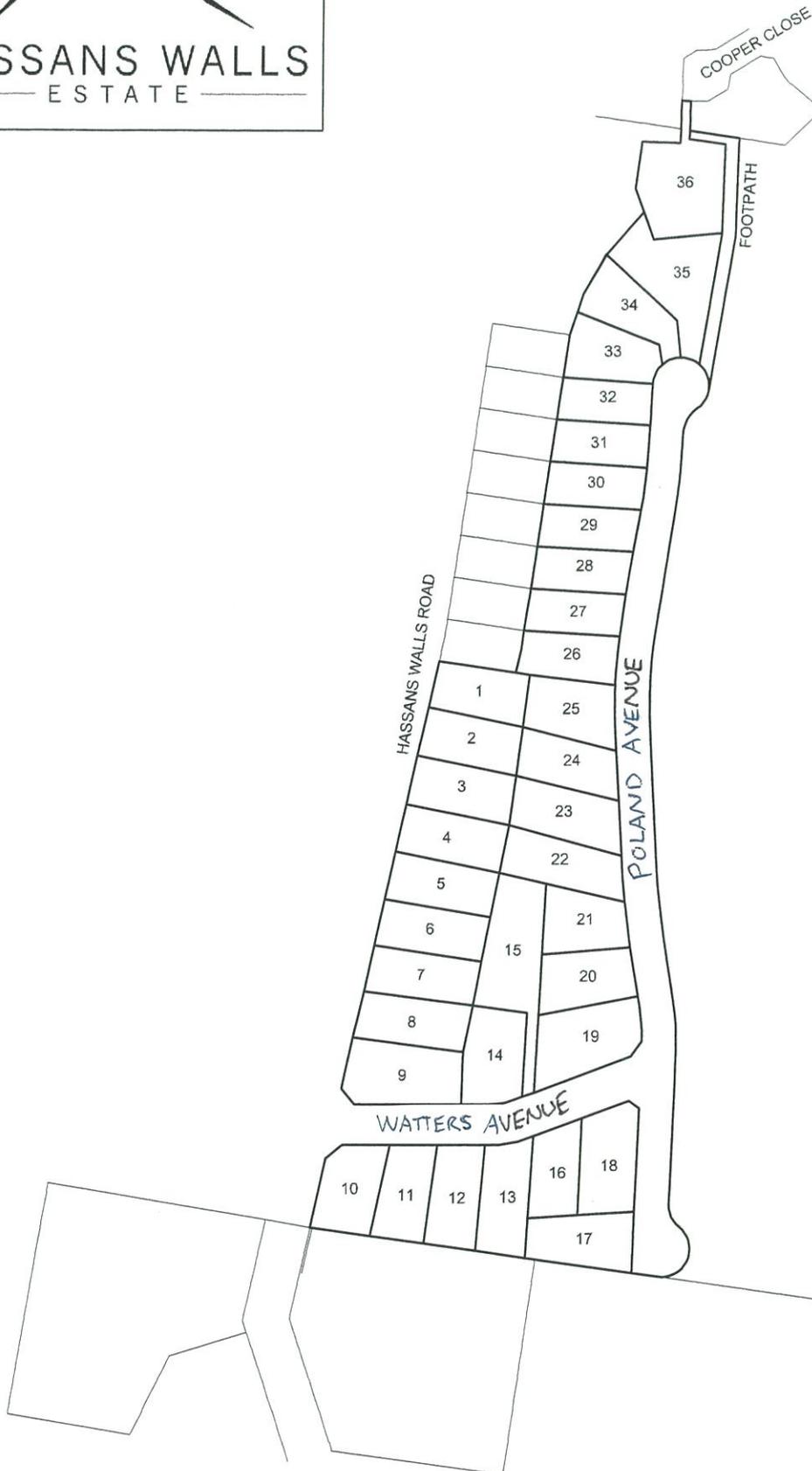
- Contour (mAHD)(Interval = 1m)
- Watercourse/Drainage Line
- ▲- Clean Water Drain
- Storage Dam
- Sediment Basin
- Silt Cell
- P- Transmission Line Corridor
- ▲- Water Pipeline

SCALE 1:5 000 (A4)



Source: CEH Survey (November 2016)

Figure 2  
QUARRY SITE LAYOUT



**CEH SURVEY**

CONSULTING LAND, ENGINEERING AND MINING SURVEYORS

"Access" is a registered trademark of CEH SURVEY

ABN: 12 618 945 501 Office: 114/151 Sturt Street  
Email: enquiries@ceh.com.au Website: www.cehsurvey.com.au



DATE	5/5/2016
AMENDED	
SURVEYOR	
DRAWN	PS
CHECKED	

**HASSANS WALLS ROAD  
SUBDIVISION STAGES 1 - 4**

SCALE - 1:2000 ON A3 SHEET

DWG No

HWR LOTS ALL STAGES

CEH REF: 4/4236

# **Explanatory Note- Invincible Colliery - Southern Extension Project- 07\_0127 MOD 5**

## **Objectives of the Planning Agreement**

To provide a material benefit to be used for or applied towards a public purpose.

## **Nature of the Planning Agreement**

- \$0.05 per tonne of product coal for each financial year of operation of the Southern Extension Project for community facilities and infrastructure to be utilised in the Cullen Bullen township and surrounds.

## **Effect of the Planning Agreement**

The effect of the Planning Agreement will be to allow for contributions towards community facilities and infrastructure of Cullen Bullen and the surrounds.

## **Merits of the Planning Agreement**

- The proposed development is for an extension to an existing open cut coal mine being Invincible Colliery and will have the potential to impact on the Cullen Bullen community.
- In the assessment of the merits of the development, Council must consider the social impacts of the proposal on the immediate locality and on the wider community, and ensure through whichever means are available, for community facilities and infrastructure to be provided which will address this matter.
- The provision of community facilities are the main outcome derived from the development operation of the Planning Agreement.

## **Promotion of Council's Charter**

Council has a vision for the Lithgow area to be recognised as a desirable place to live and visit and a viable place in which to invest. The provision of community facilities and infrastructure will assist in promoting this vision.

## **Planning Purpose**

The Planning purpose of the Planning Agreement is:

- In compliance with the *Environmental and Planning Assessment Act 1979* and *Environmental and Planning Assessment Regulations 2000*.
- The relevant provision(s) of the Minister for Planning's development consent (made under delegation) and pursuant to Section 75W of the *Environmental Planning & Assessment Act 1979* in relation to the modification 07\_0127 MOD 5 to existing Invincible Colliery approval of 2008 (PA07\_0127).

- To enhance the positive social impact of the development on the locality.

**Capital Works Program**

Once funds from the Planning Agreement have been collected Council begins planning for their expenditure through incorporation into the capital works program.

As agreed this day:.....

Executed for and on behalf of Castlereagh Coal (Shoalhaven Coal Pty Ltd):

.....

Name:.....Position:.....

Executed for and on behalf of Lithgow City Council:.....

Name:.....Position:.....

Between LITHGOW CITY COUNCIL AND CASTLEREAGH COAL (SHOALHAVEN COAL PTY LTD)

## PLANNING AGREEMENT

### Parties

Lithgow City Council of 180 Mort Street Lithgow, New South Wales, 2790 (**Council**)

and

Castlereagh Coal (Shoalhaven Coal Pty Ltd) of 6 Frank Street, Gladsville NSW 2111 (**Developer**).

### Background

(For Development Applications)

- A. On, 19 September 2016, the Developer made a Modification Application 07\_0127 MOD 5, under Section 75W of the *Environmental Planning & Assessment Act 1979* to the existing Invincible Colliery approval of 2008 (PA07\_0127) for a Southern Extension Project.
- B. That Development Application was accompanied by an offer by the Developer to enter into this Agreement to make Development Contributions towards community facilities and infrastructure of Cullen Bullen and surrounds.
- C. Subject to granting approval of the Southern Extension Project, Castlereagh Coal (Shoalhaven Coal Pty Ltd) has agreed to provide contributions as outlined in the conditions of consent and as per this Agreement.

### Operative provisions

#### 1 Planning agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

#### 2 Application of this Agreement

This application applies to Modification Application 07\_0127 MOD 5 to the existing Invincible Colliery approval of 2008 (PA07\_0127) for a Southern Extension Project which applies to Lot 1 DP180294, Lot 11 DP614429, Lots 112 & 113 DP877190 and Ben Bullen State Forest.

#### 3 Operation of this Agreement

This Agreement takes effect on the date of execution. All contributions must be paid on an annual basis and within 21 days of the end of each financial year.

## 4 Definitions and interpretation

4.1 In this Agreement the following definitions apply:

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

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

**Development** means that associated with Modification Application 07\_0127 MOD 5 to the existing Invincible Colliery approval of 2008 (PA07\_0127) for a Southern Extension Project

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

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

**Development Contribution** means a monetary contribution, the dedication of land free of cost or the provision of a material public benefit.

**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 or administration of the GST.

**Land** means Lot 1 DP180294, Lot 11 DP614429, Lots 112 & 113 DP877190 and Ben Bullen State Forest.

**Party** means a party to this agreement, including their successors and assigns.

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

4.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.

- (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, notated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Agreement includes the agreement recorded in this Agreement.
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Agreement.

## 5 Development Contributions to be made under this Agreement

5.1 The developer pay a contribution of \$0.05 per tonne of product coal for each financial year of operation of the Southern Extension Project for community facilities and infrastructure to be utilised in the Cullen Bullen township and surrounds.

## 6 Application of the Development Contributions

6.1 Payments or provision of material public benefits must be made prior to 21 days of the end of each financial year.

## 7 Application of s94 and s94A of the Act to the Development

Sections 94 and 94A do not otherwise apply to the development.

## 8 Registration of this Agreement

This Agreement will not be registered as provided for in s93H of the Act as its provisions are to be finalised in accordance with and remain operative under the Development Consent for Invincible Colliery -Southern Extension project.

## 9 Review of this Agreement

This agreement shall not be reviewed except with the approval of both parties.

## 10 Dispute Resolution

Should a dispute arise as part of this agreement that cannot be resolved between the parties then the parties may engage an independent mediator to be funded by the parties to assist in resolving the dispute. If the dispute is not resolved by mediation then before either party has recourse to litigation, the party must submit the dispute to expert appraisal. If the parties do not agree upon an independent expert, either may request the Secretary General of the Australian Commercial Disputes Centre to nominate an expert.

## 11 Enforcement

If this agreement is not honoured within 21 days of the end of the first financial year since Development Consent was issued for the modification 07\_0127 MOD 5 to existing Invincible Colliery approval of 2008 (PA07\_0127), the Department of Planning & Environment will be notified for enforcement action in relation to non-compliance with conditions of consent.

## 12 Notices

12.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that Party at its address set out below.
- (b) Faxed to that Party at its fax number set out below.
- (c) Emailed to that Party at its email address set out below.

### **Council**

Attention: Andrew Muir

Address: 180 Mort Street, Lithgow, NSW 2790

Phone Number: 02 6354 9999

Fax Number: 02 63512927

Email: acm@lithgow.nsw.gov.au

### **Developer**

Attention: Castlereagh Coal ( Shoalhaven Coal Pty Ltd)

Address: 6 Frank Street, Gladesville NSW 2111

Phone Number: 02 9879 9800

Email: brett.moore@manildra.com.au

12.2 If a Party gives the other Party, 3 business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 2 business days after it is posted.
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

12.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 4.30pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## 13 Approvals and consent

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

## 14 Assignment and Dealings

The parties agree that should the developer intend to sell, transfer or assign the property, then the developer will, in any contract for sale or Deed of Assignment or Transfer, include a requirement that the purchaser or assignee must honour the same terms and conditions as this document.

## 15 Costs

Any incidental costs associated with this agreement shall be borne by the developer.

## 16 Entire agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

## 17 Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

## 18 Governing law and jurisdiction

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

## 19 Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

## 20 No fetter

Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

## 21 Representations and warranties

The Parties represent and warrant that they have power 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.

## 22 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.

## 23 Modification

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

## 24 Waiver

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.

## **Execution**

**Dated:**

**Executed as an Agreement:**

**Executed for and on behalf of Castlereagh Coal (Shoalhaven Coal Pty Ltd):**

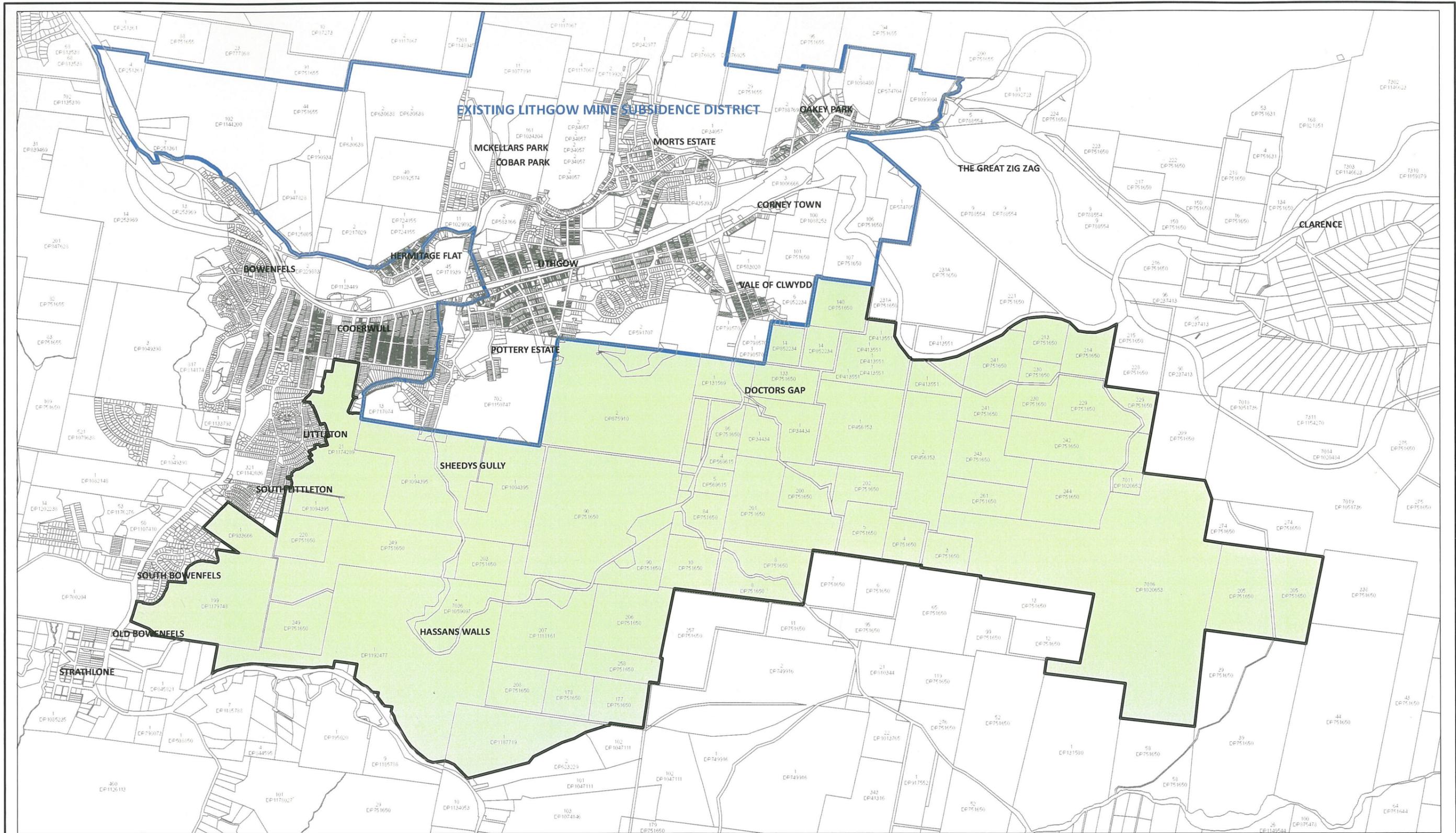
.....

**Name:.....Position:.....**

**Executed for and on behalf of Lithgow City Council:**

.....

**Name:.....Position:.....**



**Area 24  
Mine Subsidence District Review  
Lithgow South MSD**

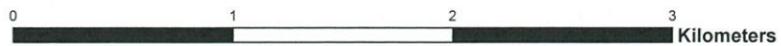
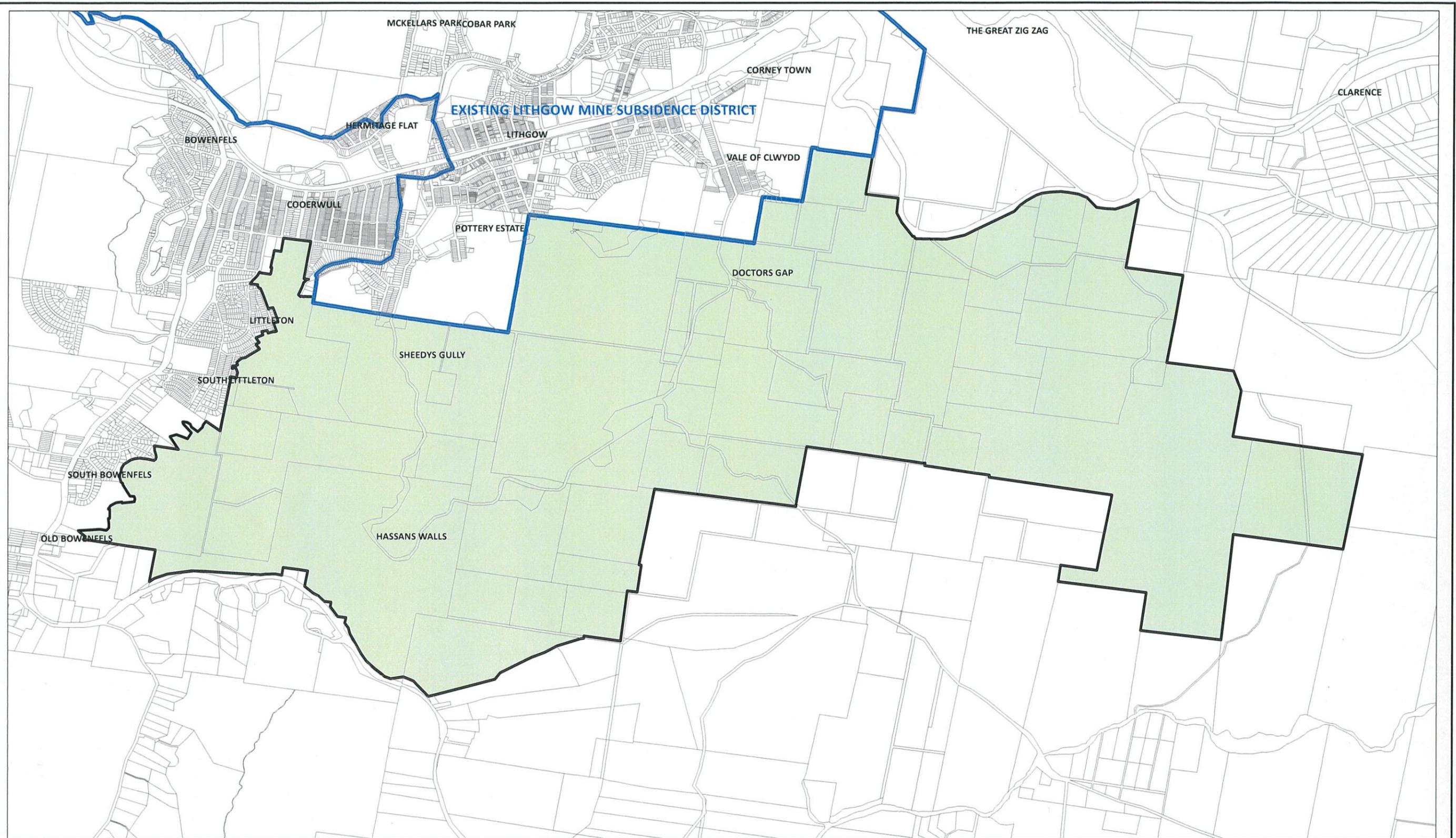
Drawn: JS  
Date: 09-Nov-16

**Legend**  
Proposed Lithgow South MSD  
New

Tab A

**DISCLAIMER:**  
This plan has been compiled for use by the Subsidence Advisory NSW from official records held by the Department of Industry-Resources & Energy, surface data supplied by the Department of Finance, Services & Innovation-Land and Property Information, and information from mine owners. Therefore no warranty is expressed or can be implied to any other person as to the accuracy of the map or that it is free from any error or omission. Accordingly the State of New South Wales, Subsidence Advisory NSW and their servants and agents expressly disclaim any liability whatsoever for the consequences arising from any act done or omission made in reliance by others on the information contained in this plan. The original Record Tracings of the mine workings are held by the Department of Industry-Resources & Energy and are the only records to be referenced for planning purposes.





**Area 24  
Mine Subsidence District Review  
Lithgow South MSD**

Drawn: KI  
Date: 08-Mar-17

**Legend**

 Lithgow\_South\_MSD\_Original

**DISCLAIMER:**  
This plan has been compiled for use by the Subsidence Advisory NSW from official records held by the Department of Industry-Resources & Energy, surface data supplied by the Department of Finance, Services & Innovation-Land and Property Information, and information from mine owners. Therefore no warranty is expressed or can be implied to any other person as to the accuracy of the map or that it is free from any error or omission. Accordingly the State of New South Wales, Subsidence Advisory NSW and their servants and agents expressly disclaim any liability whatsoever for the consequences arising from any act done or omission made in reliance by others on the information contained in this plan. The original Record Tracings of the mine workings are held by the Department of Industry-Resources & Energy and are the only records to be referenced for planning purposes.



## PRELIMINARY FINDINGS OF THE ENVIRONMENTAL FACTOR.

- Vegetation communities are still to be confirmed pending completion of plant identification, but none are likely to constitute a threatened community. However, some of the flora species identified, particularly the Stringybark species and the mistletoe could provide foraging habitat for the Regent Honeyeater (*Anthochaera Phrygia*; listed as critically endangered under the TSC and EPBC Act).
- More than 70+ hollow bearing trees were identified, and marked with a handheld GPS device, within and nearby the proposal footprint. Hollows were of a range of sizes (5cm to >20cm) and could accommodate a variety of hollow-dependant species including threatened species such as the Greater Glider (*Petauroides volans*) and Gang-gang Cockatoo (*Callocephalon fimbriatum*) which have been recorded in the locality.
- We found what is likely to constitute a population of Clandulla Geebung (*P. marginata*, listed as Vulnerable under the TSC and EPBC Act) at varying densities along most of the footprint. Individuals were found largely within the woodland along the road reserve, including adjacent to the area of recent removal.
- Targeted searches were undertaken for the Capertee Stringybark (*Eucalyptus cannonii*) listed as Vulnerable under the TSC Act. Two complete samples were collected. One was positively identified as the common species, *Eucalyptus macrorhyncha*, the other is was sent to the Australian National Herbarium for identification – see below.
- Anabat bat detectors were set out along the footprint. Again, we're awaiting results, but it's likely at least foraging habitat for the Eastern Bentwing Bat (*Miniopterus schreibersii oceanensis*; and potentially shelter habitat), and roosting habitat for Eastern False Pipistrelle (*Falsistrellus tasmaniensis*).
- Two scats were collected onsite and are currently being confirmed as there is potential for the Spotted-tailed Quoll (*Dasyurus maculatus*) to occur.
- Several Scarlett Robins (*Petroica boodang*; listed as Vulnerable under the TSC Act) were observed foraging throughout the woody debris within the woodland.
- There is potential habitat for the Austral toadflax (*Thesium australe*, listed Vulnerable under TSC and EPBC Act), associated habitat features were present (e.g. *Themeda australis*) although our survey was outside of the optimal flowering period.
- We inspected the vegetation recently removed and noted several mature, hollow-bearing trees amongst those felled, some of which had a circumference of over two (2) metres. Many hollows appeared to have been occupied by birds, possums and/ or potentially bats (scats, scratchings, old invertebrate casings and fur), although it is difficult to determine how recently. It is highly likely that the area recently removed constituted *Persoonia marginata* habitat, and likely other threatened species habitat.
- It is also worth noting one of the landholders reported historical records of the Squirrel Glider in the area – however, the landholder thinks they disappeared after tree clearing occurred previously for one of the local roads. It is possible that if they were persisting in the area, that they moved further into the more extensive vegetation due to the disturbance. However, we did not note any feed scars or other recent activity in the study area from this species. This landholder has also commissioned her own ecological report for the site, although she would not say from whom (apparently they're disbanded). She has stated that she will release that report, when Council releases theirs.



# Proposed Closure of Public Roads

LGA: LITHGOW  
 LOCALITY: CULLEN BULLEN  
 PARISH: CULLEN BULLEN  
 COUNTY: ROXBURGH

## Legend

-  GONZALO ERNESTO ORELLANA
-  DAVID ALEXANDER MITCHELL  
KAREN LEANNE MITCHELL
-  RUSSELL KEITH DICKENS
-  JOHN RAY GRACEY
-  LINDA JANE WALLWORK
-  GREGORY JOHN KEIGHTLEY
-  ROADS UNDER APPLICATION
-  STATE FOREST
-  THE STATE OF NEW SOUTH WALES



Trade & Investment  
 Crown Lands

Disclaimer:  
 The information contained in this map has been provided in good faith.  
 Whilst all effort has been made to ensure the accuracy and completeness of  
 this information, the data providers take no responsibility for errors or omissions  
 nor any loss or damage that may result from the use of this information.  
 Copyright: Crown Lands, 2014



# Disability Inclusion Action Plan 2017-2021



## CONTENTS

1. Mayoral Message
2. Guiding Principles
2. The Case for Inclusion
3. Policy and Legislative Context
4. Demographic profile
6. Consultation
7. Monitoring, Reviewing and Reporting
8. Recent Access Improvements
9. Action Plan

## APPENDICIES

1. Postcards to the Mayor
2. References

# Message from the Mayor

*I am pleased to present Lithgow City Council's Disability Inclusion Action Plan 2017-2021. Council is committed to the principles of the NSW Disability Inclusion Plan, the United Nations Convention on the Rights of People with Disability, the National Disability Strategy, and to fostering a culture of inclusion in Lithgow. We understand that the basis of a strong community stems from diversity and when a range of viewpoints and individual perspectives are considered and valued.*

*Inclusion enables all people, regardless of their ability, to participate in every part of community life. It leads to better outcomes in health, welfare, education and employment. In addition to the social imperative for action, Council recognises a strong economic imperative for increasing the inclusiveness of our community. In a study conducted in 2011 by Deloitte Access Economics, it was shown that providing people with disability real job opportunities presents them with an option to move off social service dependence, have an economic impact and provide enormous benefit by improving the quality of life.*

*Council has an important role to play in supporting and promoting access and inclusion and is committed to ensuring that inclusion is considered in all Council business. This includes how we develop the built environment, provide information and services, support employment opportunities and promote positive community*



*attitudes and behaviour toward people with disability.*

*Community engagement played a key role in the development of this Plan. I would like to thank the community members, organisations and school students from La Salle Academy and Lithgow Public School who contributed their ideas about access and inclusion during the consultation process. Your contribution will go a long way in ensuring our City provides equal opportunities for everyone and is a better place to live, work, study and play.*

*Cr Stephen Lesslie  
Mayor*

## *Guiding Principles*

The aim of the Disability Inclusion Action Plan is to outline precise strategies and actions that will help Council achieve its inclusion goals over the next four years. This will allow people with disability to have better access to the services, information and facilities offered by Council. The Plan takes a holistic approach and includes actions for all areas of Council.

By implementing the actions in this Plan, not only will people with disability benefit, but older people, people with acute or short-term injuries, and parents with young children will also benefit.

Therefore, this Plan is based on the broader guiding principles outlined in the United Nations Convention on the Rights of Persons with Disabilities, which includes:

- Full and effective participation and inclusion in society
- Accessibility
- Equality of opportunity
- Non-discrimination
- Respect for difference and acceptance of persons with disabilities as part of human diversity and humanity
- Principles of Universal Design

## *The Case for Inclusion*

In addition to the human rights imperative the case for an inclusive community is strong:

- As a community, we are poorer without a diverse range of viewpoints and individual perspectives.
- Exclusion leads to disadvantage and discrimination, which have far reaching negative impacts across all aspects of life, including health, welfare, education and employment. These impacts are felt beyond the individual, with families and the broader community being negatively impacted by a non-inclusive community.
- There is a strong economic imperative for increasing the inclusiveness of our society. Employment can provide independence, reduce reliance on government income support and improve the living standards of people with disability. This can also have positive health impacts and contribute to a greater sense of self-worth.
- Providing physical access to businesses benefits not only people with disability, but older people, parents with prams and business owners by expanding their business reach.
- With an ageing population there is a growing need to not simply create places for older people, but to ensure that all places are designed to support people regardless of age.

# Policy and Legislative Context

## United Nations Convention on the Rights of Persons with Disabilities (UNCRPD)

The UNCRPD, ratified by Australia in 2008, acknowledges that people with disability have the same human rights as those without disability. This commits participating governments to ensure these rights can be exercised and that barriers are removed. Importantly, implementing a rights-based approach under the UNCRPD does not limit governments to addressing the provision of specialist services to people with disability – it requires mainstream services to be provided in a way that does not directly or indirectly prevent people with disability fully participating. This focus on mainstream service access means that all levels of government, as well as other parts of the community, have a role to play in giving effect to the UNCRPD.

## National Disability Strategy 2010-2020 (NDS)

The NDS 2010-2020, developed in partnership by the Commonwealth, state and territory and local governments, sets out a national plan for improving life for Australians with disability, their families and carers, to support the commitment made to the UNCRPD. The NDS is designed to guide public policy across Australia and specifically aims to bring about change in all mainstream services and programs.

The NDS sets out six priority areas which reflect the broad scope of the UNCRPD, for action to improve the lives of people with disability, their families and carers. The NDS NSW Implementation Plan 2012-2014 was the NSW Government's initial two-year strategy to promote the principles of the NDS.

These principles have now been aligned with the objects of the Disability Inclusion Act (2014) and Disability Inclusion Plan. The

NSW Government continues to work with the Commonwealth to progress actions and report on progress particularly through the COAG and the Disability Minister's forum.

## National Disability Insurance Scheme (NDIS)

The National Disability Insurance Scheme (NDIS) is also currently being rolled out across NSW and will be operating state wide by 30 June 2019. The NDIS is the new way of providing individualised support for people with disability, their families and carers - an insurance scheme that provides people with choice and peace of mind. Council expects to see an increase in providers over the next four years and looks forward to supporting new services to provide greater choice at the local level for our residents.

## NSW Disability Inclusion Act 2014 (DIA)

In 2014, the NSW Government passed the NSW Disability Inclusion Act 2014 (DIA), which requires all local government organisations to develop a Disability Inclusion Action Plan by 1 July 2017. By developing a Disability Inclusion Action Plan, Council will be better placed to remove barriers and enable people with disability to participate equally in their communities.



# Demographic Profile

## Australian Bureau of Statistics (ABS)

---

Lithgow City Council is a Local Government Area (LGA) located about 140km west of Sydney CBD and with a population of about 20,160 residents. According to the 2011 Census, 1,162 or 5.8% of people were identified as being “in need of assistance” in Lithgow. This relates to people with severe or profound disability, and does not include residents who have a disability for which they do not need assistance.

In addition, the number of people over the age of 55 is up from 5,523 in 2006, to 6,506 people in the 2011 Census, an 18% increase in 5 years. This growing number of older residents may have difficulties navigating their local environment and accessing information and services. Therefore, it is critical that Council’s Disability Inclusion Action Plan accounts for these shifts in demographics by working towards creating an accessible and inclusive community.



## Public Health Information Development Unit (PHIDU)

---

The Public Health Information Development Unit provides data workbooks that present the latest social health atlases by local government area for the whole of Australia.

According to the PHIDU, in 2010 there were 2,541 persons over the age of 18 years that had a profound/severe/moderate/mild core activity restriction. This suggests that about 13% of the population experienced difficulty when executing a specific task or action. It also shines a light on the diversity of disability, whereby some disabilities are profound, severe and chronic, while others are moderate, mild and acute in nature.

Disability does not discriminate and can happen to anyone at any point in their life. Disability inclusion action planning will assist in meeting the access and inclusion needs of the community.

## Mobility Parking Scheme (MPS)

The Mobility Parking Scheme (MPS) provides parking concessions to people with mobility disabilities in NSW. Roads and Maritime Services (RMS) issues a licence-style card to eligible people. There are three types of permits available to people with disability:

- Individual (blue card) – issued for five years to eligible people whose disability is permanent
- Temporary (red card) – issued for up to six months to eligible people whose disability is temporary. A temporary permit may be renewed for up to six months (providing 12 months in total).
- A third type of permit (green card) is also available to organisations that provide transport for people who meet the eligibility requirements.

According to the RMS, a total of 1,421 mobility parking permits were issued to people in the Lithgow LGA in the last quarter of 2016. This includes 1,362 individual permits, 42 organisational permits and 17 temporary permits, as outlined in the table below:

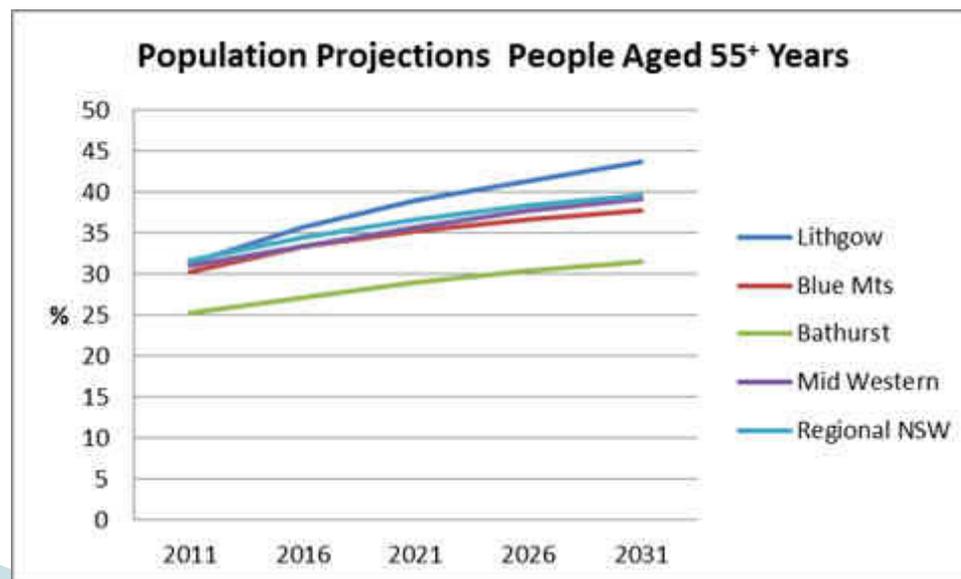
MPS Permit Class				
LGA	Individual	Organisational	Temporary	Total
Lithgow	1,362	42	17	1,421

This data shows that about seven percent of the Lithgow population has some form of physical disability that warrants a mobility parking permit. Furthermore, it highlights the need to determine the number and location of disability parking spaces to ensure a sufficient amount are available to this group of people. As a result, one of the actions in this Plan is to conduct an audit on disability parking spaces in the Lithgow LGA.

## Population Projections

- The correlation between ageing and disability is well cited in numerous research papers produced by the Australian Institute for Health and Welfare, the World Health Organisation and the Department of Health and Ageing.
- Furthermore, data from the ABS shows that the 'need for assistance' greatly increases in the 60+ age group and this need continues to rise throughout the life cycle.
- The ageing projections below highlight the need for Council to plan ahead for its ageing population and provide appropriate information, services and support for this age group.

The table below shows projections for the percentage of the total population that will be aged 55+ out to the year 2031 in Lithgow and surrounding LGA's. Therefore, by 2031, it is projected that almost 45% of Lithgow's population will be over the age of fifty five.



# Consultation

- Council committed to developing a Disability Inclusion Action Plan for delivery from July 2017. To assist in meeting the obligations under the NSW Disability Inclusion Act 2014 background research was conducted, as well as a demographic analysis and review of Council's current access improvements.
- Meetings were held with Council's previous Disability Access Committee to raise awareness of the Act, and the need to develop a plan that improves inclusion across all areas of Council. And a number of consultations were held with various groups, including:
- A community conversation with the clients at the Lithgow Information and neighbourhood Centre facilitated by the Community Hub Coordinator. A total of 11 participants attended.
- A community conversation with the clients and staff at Uniting Care Lithgow. A total of 31 clients and staff members were in attendance.
- A call for submissions was made in November 2016 to the general public and a total of 2 submissions were received by Council.
- Lithgow Public School was engaged to take part in the "Postcards to the Mayor" activity to capture the needs of young people with disability. A total of 27 postcards were received.
- La Salle Academy was also engaged in the "Postcards to the Mayor" activity. A total of 5 postcards were received.
- A survey was distributed to people at the Accessible Lifestyle Expo at the Hoskins Church. A total of 7 surveys were completed.
- The Disability Access Committee also provided feedback on issues related to access and inclusion.

Draft strategies and actions were then developed based on what the community told us was important. Discussions and meetings were held with Group Managers across all levels of Council to review the draft strategies and actions in the Plan.

The draft Plan was placed on public exhibition and the community provided feedback before the Plan was adopted by Council. The adopted Plan will be lodged with the Disability Council of NSW .

## Key Findings

---

The consultations identified the need for:

- Further improvements to make the community more accessible – for example public toilets, parking spaces, pavers on Main st, footpaths, kerbing, pot holes, ramps, and footpath laybacks.
- The kerbs along Main Street Lithgow to be made more accessible. They are too high and difficult for someone with mobility issues, a wheelchair, a walker, or a pram to step up.
- Increased accessibility of bus stops and shelters – for example waiting areas, boarding points, bus stop furniture.
- More social and recreational opportunities for young people with disabilities – a safe space where young people can just be, such as a drop in "chill-out" centre, and outings and activities around school holidays.
- Creative thinking about generating greater employment opportunities for people with disability.
- The shops on Main street Lithgow to make their businesses more accessible.
- Accessible toilets in the Lake Pillans area.
- Better access to information and promotion of local services in town.
- Consideration of accessibility when planning and delivering large scale community events, such as Halloween and Lithglo.
- People with disability to be involved in events planning and delivery processes.
- More social and recreational activities for people with disability. For example, events at the Indoor Aquatics Centre, sewing and cooking groups, and other support groups.
- Changed perceptions of disability and for the general public to have a broader understanding of disability.
- Disability services to work together and share information.

# Monitoring, reviewing and reporting

## Monitoring

---

Council's Executive Management Team will support the Plan and the Community Development Committee will oversee and monitor the implementation of the actions in the Plan.

An implementation plan will be developed to assist with delivering the actions in the Plan, and an evaluation framework has been developed which identifies key performance indicators and priority actions to track and measure change.

## Reviewing

---

Council will talk with the community on a regular basis to check that the priorities in the Plan haven't changed and make updates when needed. In the fourth year of the Plan, Council will measure community satisfaction through a community survey.

## Reporting

---

Regular updates will be provided in Council's newsletter to report on inclusion progress. Council will report on implementation of the Plan in its Annual Report, and forward a copy to the Minister. Council will prepare and submit reports to the NSW Disability Council as required.

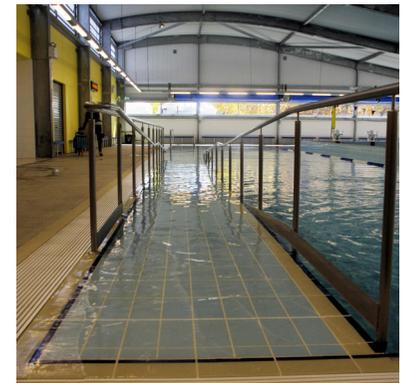


# Recent Access Improvements

Council has been working for many years to improve access to our services and facilities. Here are some of our current achievements:

- A new accessible toilet block has been installed in Capertee.
- Two new accessible toilet blocks have been installed centrally in the Lithgow CBD in Cook St Plaza and at the Eskbank Street taxi rank.
- An accessible pathway, toilet and ramp has been installed inside Eskbank House & Museum and in the gardens.
- Replacement of the existing toilet at Endeavour Park with a new accessible toilet block is underway.
- Queen Elizabeth Park toilets have been upgraded to meet accessibility standards.
- The toilets at the Union Theatre are accessible and an access ramp has been installed on the side of the building.
- The Indoor Aquatics Centre is fully accessible
- Accessible toilets and a ramp have been installed in the Lithgow Civic Ballroom.
- A new accessible toilet block has been installed in Cullen Bullen.
- An access bridge has been installed across Farmers Creek at the Showground.
- The pathways and cycle ways along Farmers Creek have been upgraded.
- An access pathway has been installed from Blast Furnace Park to Lake Pillans, including a pathway around the lake itself as well as a bridge.
- A new accessible toilet block has been installed at Wallerawang Oval.
- An access ramp has been installed at the meadow Flat Hall.
- Work is about to start on implementation of the Blast Furnace Masterplan which will include accessible ramps and pathways around this heritage site.

Council is committed to progressive and continual upgrades of its services and facilities to create an accessible and inclusive town. This can only be achieved by having an “ear to the ground” and listening to what the community is saying. The Community Development Community will play a crucial role in informing Council on issues related to access and inclusion to ensure the Plan is reflective of the needs of our community.



## ACTION Plan

### Focus Area 1. Building Liveable Communities

Liveable communities are places people can move about easily to access services and facilities and participate in community life.

	<b>Aim</b>	<b>Action</b>	<b>Responsibility</b>	<b>Timeframe</b>	<b>Indicator</b>
1.1	Enhance access to Council buildings, and facilities	<p>Conduct access appraisals of Council's buildings and facilities to identify access issues.</p> <p>Progressively upgrade access within J.M Robson aquatic centre, including the installation of hoists, adult change tables and water wheel chairs.</p>	<p>Environment &amp; Development</p> <p>Operations &amp; Community and Culture</p>	<p>2017/18</p> <p>2018/19</p>	<p>Number of appraisals completed</p> <p>Works completed and/or number of grants applied for</p>
1.2	Improve access to public toilets	<p>Continue to progressively implement public toilet improvement plan to ensure compliance of all Council public toilets.</p> <p>Maintain information on the National Public Toilet Map.</p>	<p>Environment and Development</p> <p>Information Technology</p>	<p>2017/18</p> <p>Ongoing</p>	<p>Number of toilets accessible to people with disability</p> <p>Updated annually</p>
1.3	Ensure there are sufficiently well-located disability parking spaces in the LGA	<p>Review the number and location of accessible parking spaces in the Lithgow town centre.</p> <p>Monitor and enforce non-compliant use.</p>	<p>Operations and Community &amp; Culture</p> <p>Environment and Development</p>	<p>2017/18</p> <p>Ongoing</p>	<p>Review completed</p> <p>Number of fines issued</p>

	Aim	Action	Responsibility	Timeframe	Indicator
		Develop and implement an education campaign to support compliant use of parking spaces.	Community and Culture	2018/19	Campaign implemented
1.4	Improve the number of accessible paths of travel to key destinations	Progressively improve the continuous accessible paths of travel including parking, footpaths and kerb ramps in Lithgow, Wallerawang and Portland to key destinations such as recreation and community facilities.	Operations	Ongoing	Number of CAPT improved
1.5	Increase the number of accessible bus stops and shelters	<p>Audit bus stops and shelters and develop a priority list for improvements. For e.g. upgrades to boarding points, access paths, waiting areas, signs, tactile ground surface indicators, bus stop furniture etc.</p> <p>Progressively upgrade bus stops and shelters to make them accessible including a link to a continuous accessible path of travel.</p>	<p>Community and Culture &amp; Operations</p> <p>Operations</p>	<p>2017/18</p> <p>2018/19</p>	<p>Audit completed</p> <p>Number of upgrades to bus stops and shelters</p>
1.6	Improve Council's policy and planning tools to create better access	Consider the Universal Access Guidelines when planning and implementing the actions of the Main Street Revitalisation Plan. For e.g. equitable use, flexibility in use, simple and intuitive use, perceptible information, tolerance for error etc.	Operations	Ongoing	Guidelines considered and incorporated into works and promoted in newsletter

	Aim	Action	Responsibility	Timeframe	Indicator
		Include the needs of people with disability in the development of Council's town and village plans, master plans and precinct plans	All Departments	Ongoing	Number of plans and people consulted
1.7	Increase access and inclusion to the library, Eskbank House & Museum.	<p>Maintain and support our valued partnerships with disability providers in the community.</p> <p>Provide a range of resources to meet diversity needs such as, large print books and audio books both in the library and online.</p> <p>Continue providing Maker Space as an inclusive children's creator space and Lego Club as an inclusive activity and play therapy for children with disability.</p> <p>Host events and develop programs that celebrate and recognise inclusion and diversity in our community at the library and/or Eskbank House and Museum.</p>	<p>Community and Culture &amp; Library</p> <p>Library</p> <p>Library</p> <p>Library and Eskbank House &amp; Museum</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Partnerships maintained</p> <p>Number of loans provided for each inclusive collection</p> <p>Number of Maker Space and Lego Clubs held annually</p> <p>Number of events held annually</p>

	<b>Aim</b>	<b>Action</b>	<b>Responsibility</b>	<b>Timeframe</b>	<b>Indicator</b>
1.8	Increase recreational opportunities for young people with disability in our community	Work with local community organisations and government to enhance meaningful recreational opportunities for young people with disability.	Community and Culture	Ongoing	Number of recreational opportunities provided
		Ensure the planning and delivery of recreational assets takes account of the needs of people with disability.	Operations	Ongoing	Number of people consulted during planning process

## Focus Area 2. Creating Meaningful Employment Opportunities

Employment contributes to independence and feelings of self-worth, social interaction and mental health, and increases opportunities to support individual choice and control.

	<b>Aim</b>	<b>Action</b>	<b>Responsibility</b>	<b>Timeframe</b>	<b>Indicator</b>
2.1	Improve Council's preparedness to employ people with disabilities.	<p>Audit Council's Hartley and Administration buildings to identify barriers to physical access, e.g. accessible toilets and doorways, paths of travel.</p> <p>Develop a priority list of required changes to Council buildings and workplaces to improve our ability to employ people with disabilities.</p> <p>Review recruitment procedures to support non-discrimination of people with disability and include in Council's Workforce Plan eg – job advertisements promote Council as an Equal Opportunity employer, reasonable adjustment available etc.</p>	<p>Community &amp; Culture</p> <p>Community &amp; Culture</p> <p>Organisational Development</p>	<p>2017/18</p> <p>2017/18</p> <p>2017/18</p>	<p>Audit completed</p> <p>Priority list completed</p> <p>Recruitment procedures reviewed</p>
2.2	Incorporate workforce diversity as part of everyday Council business	Design all work as flexibly as possible, with a focus on achieving the desired outcomes rather than starting from required work methods, location, hours.	Organisational Development	2017/18-2018/19	Flexible work practices implemented

	<b>Aim</b>	<b>Action</b>	<b>Responsibility</b>	<b>Timeframe</b>	<b>Indicator</b>
2.3	Increase employment opportunities for people with disability	Work with community, government and businesses to support local employment for people with disabilities.	Organisational Development and Community & Culture	Ongoing	Number of organisations worked with and partnerships formed
		Promote employment and/or work experience for people with disability at Council.	Organisational Development	2018/19	Program in place
		Provide meaningful work experience opportunities through Council's events program for young people.	Tourism & Community and Culture	2018/19	Number of young people with disability included in events program

### Focus Area 3. Promoting Positive Attitudes and Behaviours

People’s attitudes impact all aspects of community life. The attitudes and behaviours of the community towards people with disability have been described as the single biggest barrier to participation and inclusion.

	<b>Aim</b>	<b>Action</b>	<b>Responsibility</b>	<b>Timeframe</b>	<b>Indicator</b>
3.1	Raise awareness about the contribution people with disability make to our community	<p>Include images of people with disability in mainstream publications and promotion of mainstream events, not just for disability specific areas.</p> <p>Talk to businesses about the importance of providing good access. For e.g. “Missed Business” campaign.</p> <p>Celebrate International Day of People with Disability and recognise the contribution of people with disability.</p>	<p>Community &amp; Culture</p> <p>Community &amp; Culture</p> <p>Community &amp; Culture</p>	<p>Ongoing</p> <p>2018/19</p> <p>Ongoing</p>	<p>Number of publications that show images of people with disability</p> <p>Number of businesses approached</p> <p>International Day celebrated</p>
3.2	Undertake programs to promote access and inclusion	<p>Implement the Dignity and Respect in the Workforce Plan through conducting team-based training sessions.</p> <p>Partner with community organisations to deliver projects that support inclusion.</p> <p>Involve people with disability in the development of communication campaigns regarding inclusion.</p>	<p>Organisational Development</p> <p>Community &amp; Culture</p> <p>Community &amp; Culture</p>	<p>2017/18</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Training sessions implemented</p> <p>Number of partnerships forged</p> <p>Number of people involved</p>

	<b>Aim</b>	<b>Action</b>	<b>Responsibility</b>	<b>Timeframe</b>	<b>Indicator</b>
3.3	Increase participation of people with disabilities in Council events, festivals and activities	Review events and implement strategies to improve access.	Community and Culture & Tourism.	Ongoing	Number of events reviewed
		Include information about access in marketing and promotional material of all events.	Community & Culture and Tourism	Ongoing	Access information included in promotional material

#### Focus Area 4. Enhancing Systems and Processes to Improve Access

Accessible systems, options for communicating, and information help remove barriers to participation and support people to live independently.

	<b>Aim</b>	<b>Action</b>	<b>Responsibility</b>	<b>Timeframe</b>	<b>Indicator</b>
4.1	Enable easy access to information	Distribute information widely and in a variety of accessible formats, large print, electronic, radio etc.	All Departments	Ongoing	Community satisfaction survey
		Upload web content that is accessible and in line with Web Content Accessibility Guidelines (WCAG) 2.0.	Information Technology	2019/20	% Website WCAG 2.0 Compliant
		Create an online map on Council's website showing disability parking spaces and toilets in the Lithgow LGA.	Information Technology	2017/18	Online map completed
		Develop a communication tool, such as an App, that promotes the accessibility of businesses and attractions in our area.	Tourism	2018/19	App developed and launched
		Support local groups and/ or organisations working to improve information distribution for the disability sector.	Community & Culture	Ongoing	Number of groups supported

	Aim	Action	Responsibility	Timeframe	Indicator
4.2	Increase participation in Council's community engagement processes	<p>Engage people with disability in the consultation process and include their ideas in plans for Council services, facilities and activities.</p> <p>Install a hearing loop in Council Chambers.</p>	<p>Community and Culture &amp; Corporate Planning and Communications</p> <p>Environment and Development</p>	<p>Ongoing</p> <p>2019/20 2020/21</p>	<p>In-house training session for inclusive practices conducted by sector professionals, for eg. Uniting</p> <p>Hearing loop installed</p>
4.3	Raise awareness about Council's services to support access	<p>Include Information about access in our promotional material and signage.</p> <p>Promote access upgrades to services and facilities in our newsletter.</p> <p>Keep website and tourism app up-to-date with information about access.</p>	<p>All departments as relevant</p> <p>Corporate Planning and Communications</p> <p>Community and Culture &amp; Tourism</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Number of publications that promote inclusion</p> <p>Number of access upgrades promoted</p> <p>Number of updates uploaded</p>

	<b>Aim</b>	<b>Action</b>	<b>Responsibility</b>	<b>Timeframe</b>	<b>Indicator</b>
4.4	Improve Council's systems and processes to deliver better access outcomes	<p>Ensure disability access is a key consideration in Council's capital works program, for eg working in accordance with Universal Access Guidelines.</p> <p>Work with Council's Community Development Committee to develop better ways of providing access to information and Council's assets</p> <p>Provide training to Council's frontline staff in how to communicate more effectively with people with a hearing impairment.</p>	<p>Operations</p> <p>Community &amp; Culture</p> <p>Organisational Development</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Access considerations included in capital works programs</p> <p>Number of actions taken to improve access</p> <p>Number of staff trained per year</p>

**Appendix – Postcards to the Mayor by students from La Salle Academy**



**A Postcard from Maggie**

To Mayor Leslie,

I want to be able to do things in the community like go to the pool and the library and know that people who are there to help me understand my disability and what I need help with.

I want to be able to do fun things in the community like go to the park and know that there are accessible facilities there that I can use.

We need more accessible toilet facilities in different areas of the town.

When I am older I want to be able to do activities and go to events with other young people in town, that support my disabilities. A council facilitated disability support service would be very good for many young people in our community.

Yours sincerely,

Maggie Aged 4



To:

The Mayor of Lithgow

PO Box 19,

Lithgow, N.S.W. 2790

From:

Maggie

Jack and Jill Pre-School



## A PostCard from LUCI

Dear Mayor Leslie,

My goals for the future are to get a job at the pet shop at the shops in Coles. I would like a playground for the little kids and the big kids. Could Lithgow build a waterslide? I love waterslides and I could have a party there for my birthday. Please could we have a pretend beach so I could see the sun set and take my dog for a walk.

Thank you from Luci

Aged 17.



To:

The Mayor of Lithgow

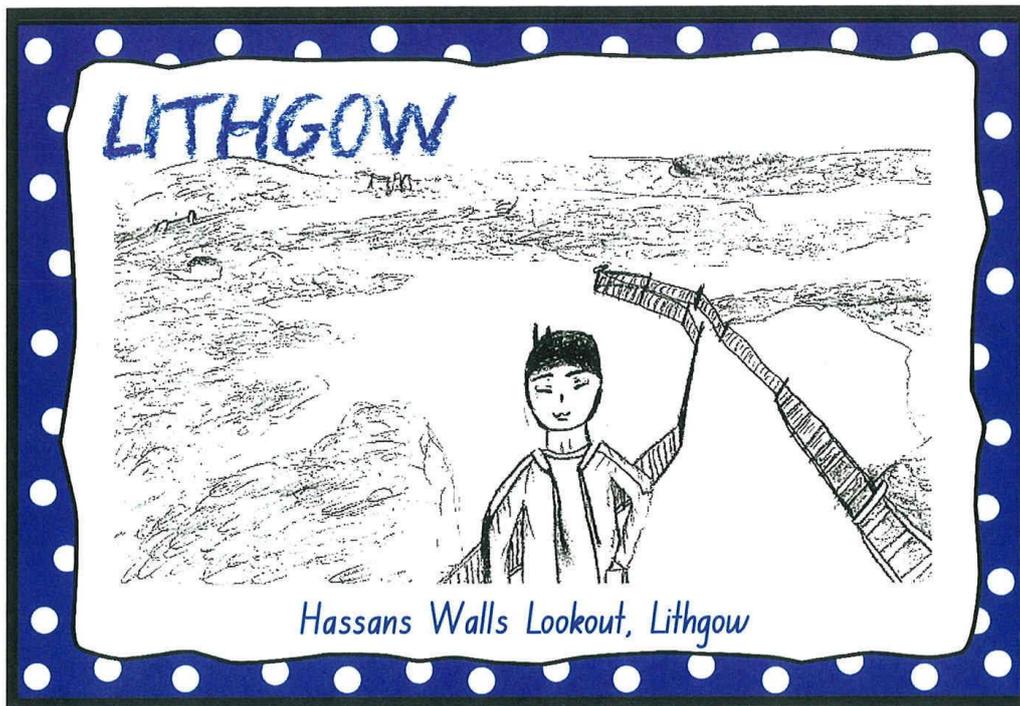
PO Box 19,

Lithgow, N.S.W. 2790

From:

Luci

La Salle Academy



## A PostCard from Joseph

To Mayor Leslie,

My name is Joseph and I am a silent person. I would like Lithgow to have rock climbing because I like adventure and it is fun.

Would you please build a bookshop because I like books. I like survival books and historical books and I also like science fiction.

I think Lithgow needs faster trains because the trains we have are out dated and an airport so we can travel anywhere in the world.

I would like to have a museum in Lithgow because it has historical stuff and artefacts.

Sincerely, Joseph      Aged 17

To:

The Mayor of Lithgow

PO Box 19,

Lithgow, N.S.W. 2790

From:

Joseph

La Salle Academy

# LITHGOW



*J.B. Hi Fi One of Lithgow's Fabulous Retail Shops*

## A PostCard from Jordan

*Dear Mayor Leslie,*

*In the future, I would like to be a Manager at a car dealership or a police officer or work on the trains. I would like to see more retail shops like gaming, car shops, restaurants, book stores and comic shops.*

*I would like to be told more about what is available for me, like being told there was a skate park.*

*I like trying food from different countries, so I like that Lithgow has good restaurants and would like to see more.*

*Thank you from Jordan*

*Aged 14*

**To:**

*The Mayor of Lithgow*

*PO Box 19,*

*Lithgow, N.S.W. 2790*

**From:**

*Jordan*

*La Salle Academy*

**LITHGOW**



*Viaducts at Marrangaroo*

**A Postcard from Emily**

Dear Mayor Leslie,

I am a student at La Salle Academy, Lithgow. In the future I would love to invite my friend from America to visit me in Lithgow. We could have coffee together in a quiet cafe. It would be great to have Starbucks in a quiet location of Lithgow. We could also go running through book stores, going on a buying craze, if Lithgow had a few book shops. I would also like to see monthly run competitions like painting and writing competitions. An Apple store would be really good, thanks to the growing demand of Apple products. The locals would not have to go to Sydney to get their Apple fix :)

Thank you from Emily

Aged 16

To:

The Mayor of Lithgow

PO Box 19,

Lithgow, N.S.W. 2790

From:

Emily

La Salle Academy

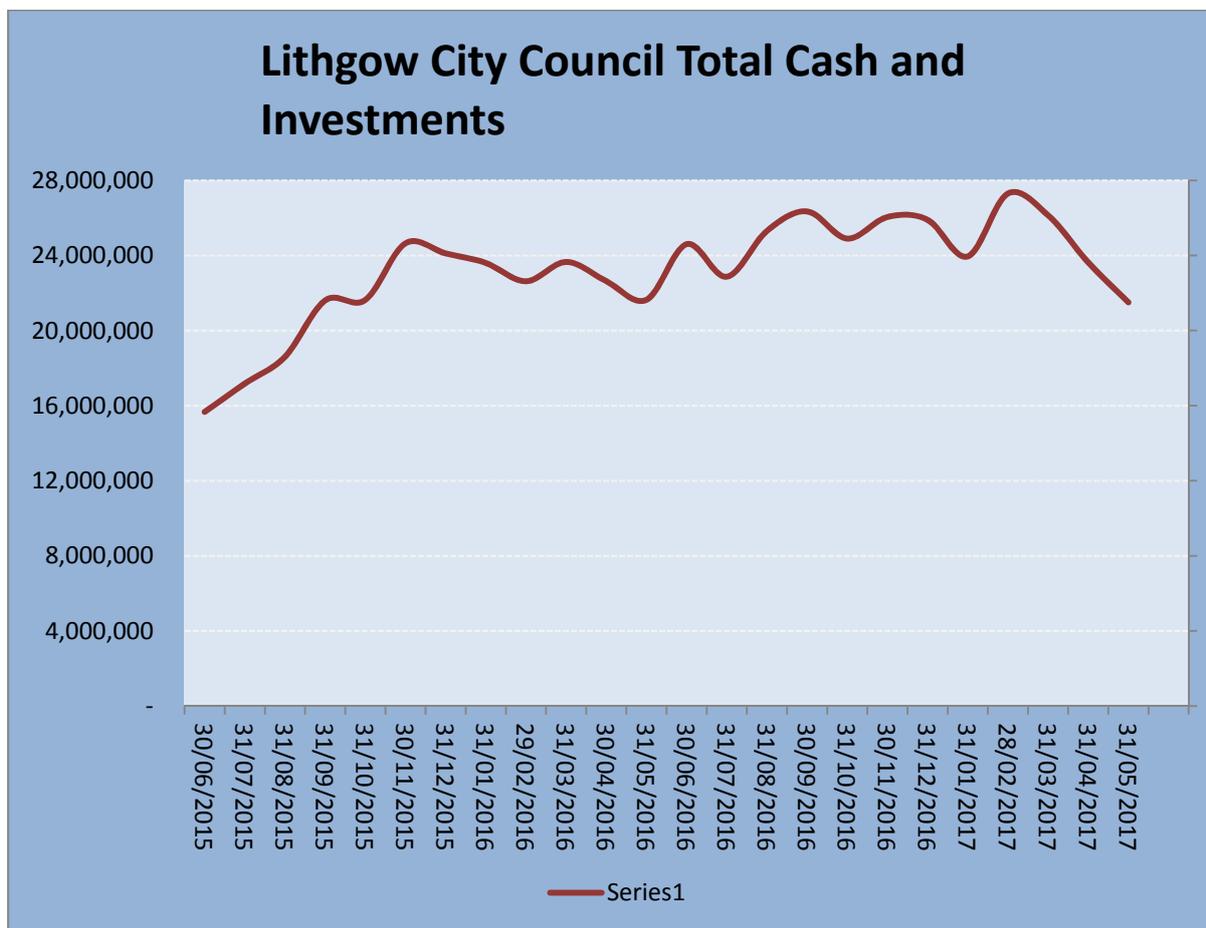
## References

- ABS 2011 Census of Population and Housing, Lithgow
- Community Strategic Plan 2026, Lithgow City Council
- Disability Inclusion Action Planning Guidelines Local Government.
- Disability Inclusion Action Planning Guidelines, Family and Community Services
- Mobility Parking Scheme Data - <http://www.rms.nsw.gov.au/roads/using-roads/mobility-parking/index.html>
- NSW Department of Planning and Environment: New South Wales State and Local Government Area Population, Household and Dwelling Projections: 2014
- Public Health Information Development Unit (PHIDU) Data - <http://phidu.torrens.edu.au/social-health-atlases/data#hmIXzw8605Yg6iQA.97>

Figure 1

INSTITUTION	AMOUNT SPENT	Institution %
AMP	\$4,000,000.00	14.33%
Auswide Bank Ltd	\$1,000,000.00	3.58%
Beyond Bank Australia	\$6,500,000.00	23.30%
MEMBERS EQUITY BANK	\$4,000,000.00	14.33%
MYSTATE BANK LIMITED	\$1,000,000.00	3.58%
Newcastle Permanent	\$1,000,000.00	3.58%
Rural Bank	\$1,000,000.00	3.58%
ST GEORGE	\$3,000,138.43	10.75%
<b>Total Investment</b>	<b>\$21,500,138.43</b>	
CBA	\$6,408,164.32	22.97%
<b>Total Cash and Investments</b>	<b>\$27,908,302.75</b>	<b>100%</b>

Figure 2



# Draft 2017-2018 Operational Plan

## Community Information Meeting Notes

### Held at Wallerawang on 18 May 2017 at 6.00pm.

Present: The Mayor, Councillor Lesslie, Councillors Ring, Thompson and Smith.  
Council Officers, Acting General Manager Andrew Muir, Iain Stewart,  
Ally Shelton and Deborah McGrath.

3 members of the community

#### **1. Brays Lane**

*Brays Lane is the main access when Main Street is closed – the section owned by John Holland is in need of repair. Can Council make representations to them to either have the road repaired or get permission to do the work?*

Council will liaise with John Holland regarding Work at Owners Cost Repairs.

#### **2. Black Bridge Approach – Southern Side - Walkway**

*It was noted there have been a number of near misses with regard to pedestrians on the southern side of the bridge due to lack of a walkway. ?*

There are currently no plans to extend the walkway. However, crossing of Barton Avenue will be improved with construction of a connecting footpath and pedestrian refuge.

#### **3. Hassans Walls Reserve Road**

*Does the Management Plan cater for sealing of the road?*

No.

#### **4. Financial Assistance – National Trust – John Wellings Award**

*Concern was raised that Council is moving away from provided assistance to the John Wellings Award.*

The National Trust is able to apply for Financial Assistance through Council's Financial Assistance Program which is open for submissions in October and April each year.

#### **5. Cleaning – Wallerawang Main Street**

*Concern was raised over the cleaning of Main Street, Wallerawang with residents noting that it doesn't get cleaned fortnightly.*

The matter has been raised with the Cleaning Contractor.

#### **6. Cleaning –Facilities at Tony Luchetti and Wallerawang Ovals**

*Concern was raised over the state of the toilets and grandstands at Tony Luchetti and Wallerawang Ovals and the Change rooms at Tony Luchetti when local football matches have been held. Members from local teams have had to clean them prior to use.*

The matter has been raised with the Cleaning Contractor.

#### **7. Don't be a tosser signs and additional garbage bin in Main Street, Wallerawang**

*Is it possible to have the additional Don't be a Tossler signage installed in Wallerawang and a bin located between the Pub and Black Gold Cabins in Main Street Wallerawang as a lot of people walk along this section?*

Additional signage and bin/s can be arranged.

#### **8. Wallerawang Skatepark**

*Could consideration be given to relocating the Skatepark from its current location near the Memorial Hall to Federation Park in Main Street, Wallerawang? There is a children's playground in the park that it*

*could be located near making it easier for parents with children of various ages to sit and watch them.  
There is better lighting and it is a more visible location.*

This will be considered during the consultation process for the upgrade of the Wallerawang Skatepark.

# Draft 2017-2018 Operational Plan Community Information Meeting Notes Held at Rydal on 23 May 2017 at 6.00pm.

Present: The Mayor, Councillor Lesslie, Councillors Ring, Statham and Smith.  
Council Officers, Acting General Manager Andrew Muir, Rhys Brownlow, Ally Shelton and Deborah McGrath.

22 members of the community

## **1. Blackman's Flat Waste Depot**

*What is happening with regard to the proposal for a Waste Facility at Blackman's Flat?*

The Development Application has been activated. However, we have had consultants look at Lithgow Waste Facility and there is possibly another 18 years life there. Blackman's Flat has been mothballed although it may become a transfer station for waste from Cullen Bullen, Portland, Wallerawang etc. in the future.

## **2. Proposed toilet facility for Rydal**

*A number of concerns were expressed and questions asked with regard to the proposal for a toilet facility in Rydal including:*

- *How long this proposal has been considered and the number of investigations into it.*
- *Possibility of investigating a site that could be acquired due to unpaid rates?*
- *Possibility of utilising facilities on the Rydal Train Station?*
- *They type of toilet facility to be installed?*
- *Could Council approach the government for funding to put the toilets at the Showground?*

It was noted that Council and the community have considered a number of sites over the years for the construction of a toilet facility. However, they have been unsuitable for a variety of reasons. The land will need to be acquired and geotechnical studies undertaken as to the suitability of the site. It is foreseeable that a pump out system will need to be installed. With respect to acquisition of land for unpaid rates, this matter will need to be further investigated. In the first instance Council will need to go through a process of tracking down the owner of the land in question.

Both the showground and the Fire Shed have been considered in the past however, the preferred location is for the facility to be more central to the Main Street. There are already toilets located at the Showground.

## **3. Old Western Road - funding?**

*The amount allocated in the budget to undertake this work seems to be excessive?*

There is extensive erosion of gravel from the road surface with there being only predominantly rock left, This would require large amounts of material to be imported to form the road surface.

## **4. Cartwright Street and Stacks Lane**

*Can work be undertaken on these streets to stop the washouts?*

These roads are on the maintenance grading schedule for this year.

## **5. Onsite Wastewater Inspection Fees**

*It was noted that Council is proposing to increase the Onsite Wastewater Inspection Fees – Why are they being increased?*

This program is a regulated program and Council is trying to get it to a situation where it is cost recovery. At present it costs more to administer than it recovers

## **6. Village signage**

*Is Rydal getting new signage?*

No, however the community can put in a submission for new signage.

# Draft 2017-2018 Operational Plan

## Community Information Meeting Notes

### Held at Lithgow on 24 May 2017 at 6.00pm.

Present: Councillors Ring, Goodsell, Statham, Smith and Goodwin.  
Council Officers, Acting General Manager Andrew Muir, Iain Stewart,  
Ally Shelton and Deborah McGrath.

10 members of the community

#### **1. Training of Tradesmen**

*At Bathurst TAFE there are currently 9 Mechanical Apprentices, 7 of which are from Lithgow and 2 from Bathurst. Can Council lobby to have Lithgow become a centre for Training Tradesman so that our apprentices don't have to go elsewhere for their TAFE?*

Council will make representations to TAFENSW on this matter.

#### **2. Street Scape Improvements**

*Can Council contact State Rail and request that they spray the blackberries and other weeds along the rail corridor in Main Street?*

This will be referred to Upper Macquarie County Council.

*Can Council contact RMS regarding the median strip along the Great Western Highway coming into town from Marrangaroo just before the 70 zone and request that the dead trees be removed and that the grass be mowed on a regular basis?*

Council is currently liaising with RMS regarding the responsibility of care and maintenance for this area.

*Can Council investigate the pine trees that overhang Coerwull Road from the end of the houses to the rail bridge they are in need of pruning as they are damaging to large vehicles/caravans? Also when branches fall off they are often not removed from the side of the road.*

This will be investigated.

*Why do Parks and Gardens Staff mow the grass along Farmers Creek Walkway but, they don't mow between the plants?*

This will be referred to Parks and Gardens.

#### **3. Visitor Information Centre Car Park**

*Can the carpark at the Visitors Centre be resurfaced?*

Resurfacing of the carpark will be considered as part of the works program.

#### **4. Kids Art Program and Main Street Beautification**

*From a kid's perspective, there are a number of vacant shops in Main Street and open space areas. There are art programs for kids during the school holidays which are great, but would it be possible to have a program of an afternoon during term (perhaps at the Library) where artworks could be created and then displayed in Main Street to brighten it up?*

This matter will be referred to the Community & Culture Department to investigate as part of its children's programs.

# Draft 2017-2018 Operational Plan Community Information Meeting Notes Held at Capertee on 25 May 2017 at 6.00pm.

Present: Councillors Ring and Goodsell, Iain Stewart, Ally Shelton and Deborah McGrath.

17 members of the community

## 1. Glen Davis/Glen Alice Road

*In conjunction with the community of the Capertee Valley, could Council lobby/apply for federal funding to complete the sealing of these roads?*

Council obtains funding from the RMS annually to undertake works on these roads and will continue to seek funding.

## 2. Risk Strategy for Roads

*Can Council publish the risk strategy for roads?*

The following extract is included in Council's Strategy Asset Management Plan (p28).

*"Council's road network comprises of roads (bulk earthworks, pavements, and surfaces), footpaths, and kerb and gutter. These assets are maintained by the Works Program within Council's Operations Department. All asset information pertaining to each group is contained within Council's asset registers and further detailed information on Council's Roads assets is held within Council's corporate asset management systems (Confirm and Finance 1)."*

Current Information - Roads			
Assets	A total of 1,101 kilometres of roads		
	Length (km)	Classification	
	208	Urban	
	873	Rural	
	20	Regional	
General Assessment of Condition		% of Asset Value	
	Condition Rating	Sealed	Unsealed
	1 – Excellent	14	6
	2 – Good	41	13
	3 – Satisfactory	32	68
	4 – Worn	13	13
	5 - Poor	0	0

## 3. Tourism Strategy

*What is happening in the Capertee Valley?*

The Tourism Advisory Committee identifies three priority programs from the Tourism Strategy annually for implementation. Residents are able to provide a submission as part of this process for a project to be considered by the Committee.

## 4. Capertee Tip

1. *Closure date for Capertee Tip.*
2. *Illegal dumping – it was noted by residents that trucks from out of the area are dumping rubbish at all hours at the tip – Can the gate be locked like Cullen Bullen and can cameras be installed to catch offenders?*

- The current plan has Capertee scheduled for closure in the year 2024.

- The locking of the gate at Capertee would come at an additional cost to Council to have staff travel this distance twice daily and would not necessarily solve the problem as local tradies from the area are also using the tip. That said, if there is adequate phone coverage Council could instigate the installation of a back to base camera if the budget allowed. The management of small wildlife cameras at this remote location also takes additional staff hours and can be hit and miss.

Council will investigate if mobile phone coverage is available. If so, installation of a surveillance camera will be investigated.

#### **5. Speeding in the village**

*The matter of vehicles speeding through the village was raised, particularly in light of two recent accidents (one that day) in the village, and it was asked what Council could do in regard to this matter?*

This matter will be referred to the Traffic Authority Local Committee and representations will be made to the Chifley Area Commander.

#### **6. Streetscape improvements**

*As Capertee is the Gateway to Lithgow coming from Mudgee it was requested that perhaps Council could assist the community with developing a street tree theme for the village.*

Council will liaise with the Capertee Progress Association on this matter.

# Draft 2017-2018 Operational Plan Community Information Meeting Notes Held at Hartley on 30 May 2017 at 6.00pm.

Present: The Mayor, Councillor Lesslie, Deputy Mayor Councillor McAndrew and Councillors Coleman and Goodsell.  
Council Officers Andrew Muir, Iain Stewart, Neil Derwent and Ally Shelton.

18 members of the community

## **1. Presentation on Website**

*Request to put presentation on website*

Full documents available on website but Council staff will load community presentations onto website.

## **2. McKanes Falls Road**

*It was noted that McKanes Falls Road is a disgrace and it was requested that the potholes be repaired.*

Due to the inability to secure a contractor the work to be undertaken on sections of road from McKanes Falls Bridge to Jenolan Caves Road intersection will be carried forward to 2017/18. However, maintenance will continue to be undertaken. McKanes Falls Bridge is being replaced by RMS. Work to replace the road leading to the bridge from Lithgow will be undertaken when this is completed.

*Last year \$150,000 was allocated for McKanes Falls Road and \$300,000 for Hartley Valley Rd – Any money left?*

Money is still to be spent on McKanes Falls Rd. Funding allocated for Hartley Valley Rd was transferred to Wolgan Rd for resheeting.

## **3. Union Theatre Sound System**

*Request to improve sound system at Union Theatre because sound is so poor it is ruining the quality productions of the Musical Society.*

There are plans to upgrade facilities at the Union Theatre. However, the sound equipment was installed by the Musical Society and not Council.

## **4. Proposed Rydal Toilet Facility**

*The question was asked will the \$90,000 cover costs.*

The \$90,000 will be used for investigations and land purchase. The original agreement with Rydal Community was to co-fund facility.

## **5. Baaners Lane – Trucks**

*It was requested that Council investigate large movements of trucks along Baaners Lane, particularly on weekends.*

A property owner with a truck has the right to park his vehicle on his property; however operating a business with more frequent truck movements requires a Development Application. Council will investigate this matter further.

## **6. Baaners Lane – Development Contributions**

*Question regarding development contributions from Developers.*

Due to the age of the DA, the developer will be required to pay more than the \$4k per lot.

## **7. 40 Bends Redevelopment**

*Request to contact RMS to ensure road near 40 Bends redevelopment is restored to prior condition.*

Council is liaising with RMS to ensure and damage to roadworks is restored to their previous condition during the 40 Bends upgrade.

## **8. Weed Control – River Lett Hill**

**Whose responsibility is the weed control on River Lett Hill as weeds are coming from road verges into properties?**

This matter will be referred to Upper Macquarie County Council and the RMS.

## **9. Contribution to Upper Macquarie County Council**

*A question was asked regarding the adequacy of the \$178k contribution to UMCC*

The Mayor discussed recent history of the county council and the impact of proposed amalgamations and indicated that there was potential for this amount to change in future.

## **10. Toilet Facilities – Pioneers Park**

*Is anything being done about toilets at east end of Main St as they are in very poor condition?*

There are future plans to review the toilets e.g. replacement/upgrade or closure will be considered as part of Council's Public Amenities Improvements Plan.

## **11. Halloween Celebrations**

*Is there an allocation for Halloween this year?*

Yes \$90,000 has been allocated.

## **12. NBN**

*Council should consider education programs on what NBN has to offer.*

An update on the progress of NBN in the LGA was provided. However, rollout of NBN and information about the service is the responsibility of NBN.

# Draft 2017-2018 Operational Plan

## Community Information Meeting Notes

### Held at Portland on 1 June 2017 at 6.00pm.

Present: The Mayor, Councillor Lesslie, Deputy Mayor Councillor McAndrew and Councillors Ring, Statham, Smith and Coleman.  
Council Officers, General Manager, Graeme Faulkner, Andrew Muir, Iain Stewart, Jonathan Edgecombe, Neil Derwent, and Deborah McGrath.

10 members of the community

#### **1. Portland/Wallerawang Road – Bitumen Seal**

*It was noted that there is a 6 inch drop on the shoulder of the road and dips at the manhole covers where the new seal has been applied. Will this be fixed?*

This work was undertaken week beginning 5 June.

#### **2. Proposed upgrade to the toilet at Kremer Park**

*The Portland Community Association hosts the Portland Swap Meet on 28 October in Kremer Park and it was requested that the works either be completed by then or not commenced until after so that the event was not without toilet facilities:*

The timetable for the work has not yet been set, however Council officers will liaise with the organising committee to ensure that there are facilities available for the event.

#### **3. Proposed upgrade Mick Moore Pavilion?**

*What is being done to the Mick Moore Pavilion?*

Council will be undertaking works to remove asbestos from the Pavilion to bring it to a reasonable standard for use.

#### **4. Portland Road Network**

*What plans does Council have for ongoing maintenance of the streets/lanes in Portland?*

Council currently undertakes maintenance, when in the area, to address action requests. However, we are now changing the way we do things and will be looking at a 'renewals' approach whereby we undertake patching of roads as opposed to putting Hotmix in holes.

**Community Submissions received via www.haveyoursay.lithgow.com**

<b>Submission Number</b>	<b>Submission</b>
Community Submission 1	Hi, I've read a lot about the submissions. For me, it is very important that the elderly have reliable and safe public transport in the Lithgow area. I support the idea of more mini buses for this purpose. I would also like it, if drug dealing were prevented in public places/premises of Lithgow. I think that Lithgow's image needs a clean up more than Main Street needs a face lift. This way, more families will be attracted to the area in my opinion. I also support the use of CCTV cameras in public places. Thanks
Community Submission 3	I regret that I am unable to attend the community meetings but would like to make the following comments after reading the submission.  I am in full support of developing the Lithgow area for business, educational and life style. We are more than adequately supplied in all of these areas to attract more people to the area. My main concern is that Lithgow Council is very Town/Hamlet centric.  I live in the Kanimbla Valley, and like many of the rural areas of greater Lithgow it is a magnificent area in which to live. The major draw back to this area developing are the ROADS,. Its a well know fact that NSW roads are the worst in the Nation, but I'm pushed to find any roads that can come close to being as bad as the rural roads in this area. Some of the most beautiful drives in the State are found in this area but the roads turn what should be a leisurely country drive into a slalom course, dodging pot holes and crumbling pavement. Cullenbenbong Road, which is not paved, was up until last week almost undriveable. Corrugations on corners were so bad that cars were jumping out of gear, battery cables were coming lose and there were several accidents requiring vehicles to be towed. This is a perfect example of council neglect. Cullenbenbong Road is the only way to the 6ft Track camp ground by car. On weekends convoys of vehicles come down this road to go to the 6ft track. This is turning into a very popular tourist spot , but the road is simply not built for the amount of use it's getting. I do not see anywhere in the plan for the sealing of all roads in the district. Of course this will need State, and possibly Commonwealth support, but there is no mention that I can see in the plans that this is even on the agenda. If you want people to come into the area FIX THE ROADS. Sure, it will need to be a long term plan, but there needs to be one.  On a more TOWN CENTRIC note. With Global Warming looking more and more a reality I think Council should be giving serious thought to re vegetating the towns streets with large shady trees. I know that earlier landscape plans were designed to allow for views of the hills , thus restricting the height of trees on some of the towns verges. With predicted summer temps reaching into the 40's on a more regular basis, now would be the time to re visit streetscape plans with a mind to reducing the ground temperature of our streets in the summers of the future.
Community Submission 4	Council to have a policy and to set up a transition to renewable fund working in alliance/working party with current major industries and relevant government funding opportunities with timeline. 1. Funds to accommodate all Council buildings to solar across LGA. 2. Council to encourage and work in alliance with Energy Australia to transition to have a renewable fund plan for existing workers to transition to renewables education. Council to encourage Energy Australia to have a policy and to commence immediately with transitioning site usage to renewables where applicable at Mt Piper. Transition to renewables energy hub at Wallerawang Power Station to encourage transition training, Work with Universities for students on small pilot projects. Seeking a partnership/funding with relevant government agencies i.e. Australian Renewable Energy Agency ARENA, CSIRO . Energy Australia to seek funding from parent company China Light and Power to fund renewable energy project to start a Renewable Energy Hub Plan for Wallerawang Power Station.
Community Submission 8	There was no mention of improvement for our area in Hartley and I have always felt strongly about a walking/cycling track being put in place from Berghoffers pass to the Historic Village, in particular. Not only would this be a point of interest for tourism but more importantly would enhance the health and well being of the local community. A walking/cycle track would not only improve health but connect the community to the Historic Village and even as far as Mt Victoria without the need for a vehicle and connect us with our local businesses. Please give some consideration to this project for the Hartley folk and visitors.
Fees & Charges Community Submission 2	A Library Customer wanted to give feedback about the price rise for photocopies at the library. He said that the photocopy fee would be too expensive, and that he would simply save his work to a USB and then go up to the post office to have it printed. He also said that he could simply drive out to the branches where they are free. He asked if it was Council's agenda to be having no-one come in to do photocopying at the library anymore – as that was the clear message to the community through this price hike.
Fees & Charges Community Submission 3	To increase the charge for A4 photocopying from 35c to 50c per page is an unjustifiable increase.The Library valuable community resource and not a means of raising revenue

## Community Submission 2

Dear Andrew

A number of years ago Council proposed the establishment of a heritage awards program for school children as an element of its Management Plan relating to Heritage. The administration of this program, a quite time consuming process, was accepted by the local Branch of the National Trust whose membership represented a source of volunteers ready and willing to be involved in administering such a program. In a move agreed by Council, the award was named the John Wellings Award, recognising the life work of a former president of the local Branch of the National Trust who was both an inspired and internationally acknowledged educationalist and a lover of our local heritage.

The award is promoted early in the school year each year as a National Trust/Lithgow City Council initiative, to schools across the region, entries being sought on the subject chosen for that year. Subjects are designed to engage children in a class discussion or reflection on aspects of our region's rich heritage. For example last year's theme was "Who do You think they Are" – focusing on important people from Lithgow, the year before it was "Buildings Then and Now". Each year in August the Mayor announces the awards at a ceremony hosted by the National Trust in the Lithgow Library and the whole event is promoted to the local press by our publicity officer. The existence of the Wellings Award as a Council initiative is acknowledged in many of Council's plan and strategy publications.

The Wellings Awards provide prizes of \$200 down to \$50 for the two divisions (primary and secondary) with small awards also going to the schools from which winning entries are submitted. Originally Lithgow City Council funded the awards in full (about \$800) and cheques for the winners were written by Council. As time has progressed the funding of the awards has become the subject of a grant under the Council's Community Grants program and as this program itself has been constrained the award we received has been cut by 50% apparently reflecting a policy adopted whereby all or most applicants were to receive only half of the amount sought for their project. This has led to a progressive reduction in the amount we have been able to award or has been boosted on an adhoc basis through us seeking other sponsorship. This is an odd situation when one considers that the John Wellings Award is a Council initiative, not a National Trust "project." National Trust has been forced to find sponsors to subsidise Council in addition to administering the program on Council's behalf.

We believe the Wellings Award is a Council initiative and should be fully funded by Council. In the October Community Grant Round last year we applied for funding in the sum of \$400 on the grounds that it would only be eligible for 50% of the required funding for the program (this funding itself hasn't yet been confirmed but approval is anticipated). We intend to apply for a similar amount in the April Round this year which will provide the additional funding to fully fund the 2017 program. If that further funding is not available we will have to review the viability of the award program for the future.

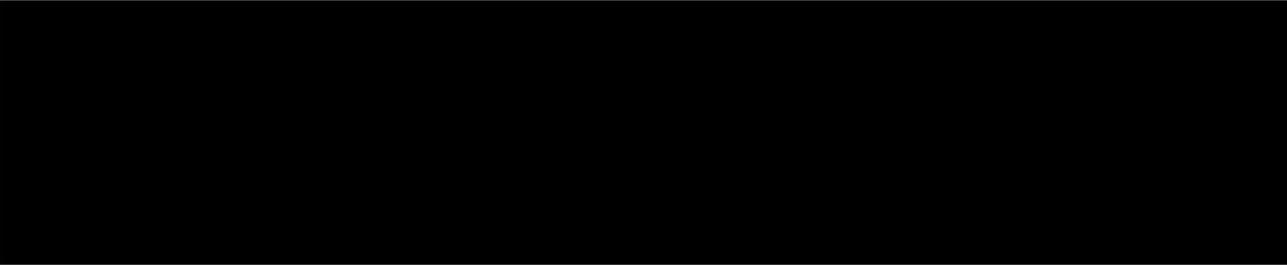
Assuming Council's continued support of the program in 2018 we intend to apply for full funding of the 2018 program in the October round of grants, say \$900. We will do this in order that we have the certainty of funding before we commence promotion of the program.

We would also like to propose that the cheques for the prize winners be drawn by Council rather than Council funding us and then National Trust cheques being drawn for the winners as has become the practice in the last couple of years. We believe that the awarding of Council cheques would be a

far more effective way of ensuring that councils funding of the program is properly appreciated by all.

I would appreciate receiving your agreement to the principle that this program should be fully funded as a Council program and your acceptance that the winners should receive Council cheques for their prize.

Regards



---

6<sup>th</sup> June 2017

Lithgow City Council  
Mr Graeme Faulkner  
General Manager  
P O Box 19  
Lithgow NSW 2790

**RE: IPR17 – 21Draft Operational Plan 2017 – 2018**

Dear Mr Faulkner

Firstly we wish to thank Council for meeting with the Capertee/Capertee Valley Community and presenting a brief PowerPoint presentation to further our knowledge of Council's intention of works to be carried out in the new financial year 2017/18 in the Capertee Valley.

We wish to submit the following requests for consideration specifically in the locality of Bogee.

1. **Roads Program Income and Expenditure 2017-18 on page 11,12 & 13 funding source "Roads to Recovery listed is a project for Glen Alice Road \$367,608.**

This appears to be the only listed expenditure item for the full financial year. It was confirmed by Iain Stewart on the night that the area listed for a RE-SEAL was from the end of the recent re-seal from Port Macquarie Road to Bogee Bridge heading in a northerly direction. The funds had already been applied for and received from Roads to Recovery and due to the very dangerous condition of the road work would commence from the date of the meeting in the next two weeks.

**We ask that this remains in the approved budget for 2017/18.**

2. **BEI – Our Built Environment Blends with Natural and Cultural Environment.  
BE1.4 page 49 Match infrastructure with development BE1.4.3 Action Upgrade and maintain urban and rural roads to an acceptable standard in accordance with their level of traffic use.**

It's essential that all roads including Rural North are kept in a safe and road worthy standard regardless of USE. There are many users on our rural roads in the Capertee Valley including heavy duty truck movement carrying stock, fuel, farm equipment, deliveries, RFS, ambulance vehicles and school buses, camper vans, caravans and general tourism. **Performance measures refer to "Implement the Special Rate Variation Works Program state that none of this levy is**

**being allocated to the Capertee Valley in this new financial year 2017/18. It has also been noted that this levy was over 10 years and will finish in the 2018/19 financial year.**

**We ask that Council complete an audit on the Special 10 year rate levy and make the figures available to the public of where and on what rate payers funds have been allocated and spent since inception of the levy. This will give new Councillors and the public a clear understanding of the where the special levy has been spent and where.**

In closing Donna raised with the presenter, Deb Mc Grath the Tourism Strategy Destination Management Plan for the Lithgow Local Government Area document which was prepared by Lithgow City Council with the assistance of Jenny Rand and Associates funded by Lithgow City Council and the Trade and Investment NSW requesting the progress Council and Lithgow Information Centre had made in particular referencing pages 137, 138, 139, 140,141.

**Councillor Ring (who was not a Councillor at the time that this report was prepared) made the disappointing comment that it was (and I quote) a 'wish list'.**

**Quite frankly Cr Ring's comment were insulting for the following reasons:**

- Council had spent a considerable sum of rate payer's funds.
- Trade & Investment contributed a large sum of money towards the project.
- Cllr Maree Statham used tourism as her platform at the Local Government election when first elected and made promises to the community.
- The strategy had been developed by Lithgow City Council with input from a range of stakeholders including the Council's Tourism Advisory Committee, business groups and associations, community representatives, Council staff and individual businesses.
- The implementation of the Tourism Strategy/Destination Management Plan stated it depended highly upon the ability of all stakeholders to engage and contribute significantly to its implementation.
- Capertee Valley Alliance Inc. (CVA) of which Bruce and I were members identified how we could contribute to the future prosperity and sustainability of Lithgow Local Government Area, and assumed a level of responsibility for the implementation of the Strategy. CVA Inc. Contributed a 13 page Executive Summary of tourism.

The following was achieved by the community;

- Pearsons Lookout
- Bird Trail through the Capertee Valley
- Bird trail Brochure of which 12,000 copies printed and distributed. (We applied for funding from Council for 6000). Many downloads have been made from CVA media.
- Gave an electronic copy of brochure which was used on council web site for download.
- Approached NSW Tourism and sought permission to download the brochure. It has been extremely popular
- Arranged signage at Capertee for the Bird Trail and other signage.

- Arranged to have Tourist signage at the beginning of Glen Davis Road and the three ways at Glen Davis Road.
- Liaised with General Manager at Mid-Western to link with Lithgow City Council in regard to signage. Spoke to Lithgow Information Centre to let them know mid- Western was willing to assist, heard nothing more.
- Attended the very first Australasian Bird Fair at Homebush, created a stall and provided the information about Bird Trail and National Parks in the Area including the Lithgow Region. Spoke to Lithgow Information Centre to participate and represent the region they declined. CVA In. members paid the costs. Capertee Valley was one of the most visited stalls for the 3 day event that was manned by volunteers. It attracts visitors from all around the world.
- Created a website, Photo blog spot.

Currently we are working on signage for Pearsons Lookout to compliment the Rare Plants of the Capertee Valley which should be installed by end of June 2017. We have also participated in draft management plans for Mugii Murum ban, Capertee National Park and Coorongooba camping ground and lobbied for toilets at Capertee National Park and Coorongooba.

Capertee Valley Alliance members have worked tirelessly to join with Council in partnership to implement the Lithgow Tourism Strategy/Destination Management Plan in Capertee /Capertee Valley to ensure a positive and bright future for Lithgow.

We have applied to be members of the Heritage committee to further the Industrial heritage of Glen Davis Works and Airly Shale Oil workings and was refused.

The only person in Council who has taken a concerted interest in our endeavours is Matthew Johnson.

**We ask that Lithgow City Council and Lithgow Information Centre take a serious interest in the Capertee and Capertee Valley and Cr Ring apologise for his off handed and superficial comments.**

**We ask that Council consider allocating funds for printing a further 6000 Bird Trail Brochures.**

**We ask that Lithgow City Council, Lithgow Information Centre contact Mid-Western Council to facilitate talks in relation to appropriate signage for the IBA bird trail signage similar to the sign installed at Capertee.**

**We ask that Council approach Capertee National Park to install a directional National Parks sign at the corner of Glen Alice Rd and Port Macquarie Road.**

Thank you for the opportunity to respond to the Our Place Our Future Draft Delivery Program Operational Plan 2017/18.

Yours faithfully

████████████████████



## Community Submission 6

12 June 2017

The General Manager  
Lithgow City Council  
PO Box 19  
LITHGOW NSW 2790

Re: Internal Reference IPR17-21

On behalf of the HDPA, I wish to thank Council and Councillors for their presentation of the draft Community Strategic Plan and draft Delivery Program on Tuesday, 30<sup>th</sup> May. It is important there is ongoing consultation and dialogue with local communities and especially, allowing communities to input into the process, raising issues requiring attention and offering suggestions and ideas.

The Hartley Valley has historically been a key contributor in shaping the advancement of the wider Lithgow LGA. Its rural lifestyle, its heritage value and the growing influx of families moving into the area adds to the socio-economic-environmental mix of the region. Today, we have almost 2000 people within Hartley and its immediate surrounds – around 10% of the Lithgow LGA population.

Given this, it is disappointing to see that Hartley Valley did not feature in the draft plans outlined by Council. We appreciate there are many and varied needs across the LGA and funds are limited. However, in looking ahead, it is important that growing areas like the Hartley Valley are not pushed to the back of the queue. Equally, community organisations like the HDPA need to take a stronger role in informing Council and ensuring their understanding of local community needs. In this regard, we are delighted to see HDPA members playing key roles in various Council Sub-Committees.

### Specific Suggestions

#### *a) Bus Shelters*

Despite the increasing flow of families moving to the area and with this, children of school age, there are no safe bus stop areas along the GWH for pick up or set down. With school buses using the GWH taking children to schools in Lithgow and the Blue Mountains, Council should approach RMS with proposals for locating designated safe bus stop / shelter areas.

There is a bus shelter on the GWH near the junctions of Ambermere Road and Coxs River Road. The location is poor and unsafe. During the 8.30am to 9am period the pick-up/drop off zone is congested – children being dropped off near the bus shelter and vehicles turning onto the GWH from both Ambermere Road and Coxs River Road. The safety factor is far worse now than prior to the GWH upgrade. We would request that Council take this matter up with RMS, an option being to re-position the bus stop to a safer location.

As for new bus shelter facilities, possible locations include the GWH/Baaners Lane junction and at the top of River Lett Hill where the concrete barrier finishes. For each location, RMS has been

informed in the past but little action has ensued. While more investigations are required and definitive costings need to be prepared, this type of safety first infrastructure needs to happen.

*b) Bicycle / Walking Track*

With its magical surrounds and vista, Hartley Valley would be an ideal location for siting a bicycle / walking track - the possibilities are various. With the spectra of promoting eco-tourism and outdoor activities, a track leading from say Berghoffers Pass to the Historic Village would seem appealing. Moving along Hartley Vale Road, turning into Fields Road, then onto Mid Hartley Road and to the GWH is one possibility. Other possibilities may include bicycle paths to Hartley Vale, the Lockyer's Track to Mt York or between Ambermere and the Hartley Saddlery. Obviously further investigations are required. But the conclusion is that opportunities exist to enhance outdoor, healthy activities for locals and those visiting.

*c) Telecoms and Television Coverage*

One area that Council should promote a lot more as part of its 2030 Community Strategy is around technology. We know about NBN and their plans for fixed wireless to service the Hartley Valley. The delay in bringing such technology to the area has and continues to cause issues for many who simply cannot connect to ADSL or have to rely on portable dongles with limited speed and capacity. A well-connected community is fundamental and we support Council in their endeavours to ensure the LGA is well serviced by latest telecommunications.

One area of concern deals with TV coverage. Residents in the Hartley Valley rely on streaming from various sources – the NT (VAST network), free to air Wollongong or through other services. It seems accessing 'local Central West' content is rather limited. So as part of the 2030 vision, we suggest Council should put this issue on their agenda and try to find solutions, including funding sources, which enable the LGA to access 'local news and stations'.

The HDPA has always shown its willingness to support and work closely with Council on a range of matters. The above matters are no different and we would be delighted to assist Council where we can. We are happy to meet with Council or alternatively, feel free to contact me on 0418 424 452 should you require any further details.

Thank you again for the opportunity to respond.

Yours sincerely

Renzo Benedet  
President  
Hartley District Progress Association



## Community Submission 7

12 June 2017

The General Manager  
Lithgow City Council  
PO Box 19  
LITHGOW NSW 2790

### Re: Internal Reference IPR17-21

This letter is an addition to the HDPa letter submitted earlier today to Council in relation to the above reference. There are two additional matters we would like to emphasise:

a) *Weeds Management*

A number of our residents have expressed concern regarding roadside weed management in the Hartley Valley, particularly African Lovegrass and St John Wart. Council currently pays \$178 000 pa to the Upper Macquarie County Council - is this enough and/or are we getting value for our money? Effectively this work is undertaken by another body on Council's behalf, we believe Council needs to be more demanding on residents' behalf and to require compliance with strict KPIs by the Upper Macquarie County Council to ensure ratepayers are getting value for money. Additionally, we believe that Council should be willing to accept complaints regarding weed control rather than the present approach which seems to be largely to claim that "it's out of Council's control".

b) *Local Roads Infrastructure*

The condition of our rural roads and subdivision access roads continues to be a concern to Hartley Valley residents. Mc Kanes Falls road is currently a disgrace and needs urgent maintenance. We have written separately to Council regarding our concerns relating to Banners Lane. The residents of Kanimbla Valley in particular have long been concerned about the quality of their road which continues to attract increasing levels of tourist traffic being the key mid-point access to the six-Foot Track and the Eco lodge located down at the point where the track crosses the Cox. Consideration should be given to the possibility of accessing special grant money to address this issue. We believe that Council needs to constantly explore the potential to obtain special grant funding from the State or Federal governments and to explore the need for a special levy to improve our roads infrastructure if other support is not forthcoming.

We trust that Council give utmost consideration to the above issues as part of the forward plan and strategy.

Thank you again for the opportunity to respond.

Yours sincerely

Renzo Benedet  
President  
Hartley District Progress Association

PO Box 123, Lithgow NSW, 2790

7<sup>th</sup> June 2017

Graeme Faulkner  
General Manager  
Lithgow City Council  
PO Box 19  
LITHGOW NSW 2790

Email: [ipr@lithgow.nsw.gov.au](mailto:ipr@lithgow.nsw.gov.au)

Dear Mr. Faulkner,

### IPR-Fees & Charges 2017/18 Submission

According to the Reserve Bank of Australia's **Measures of Consumer Price Inflation**, last updated 26 April 2017 (<http://www.rba.gov.au/inflation/measures-cpi.html>), the year-ended percentage change table is as shown below:

Date	Consumer price index		Other consumer measures	
	All groups	Excluding volatile items	Weighted median	Trimmed mean
<b>2013/14</b>				
Sep	2.2	2.4	2.4	2.4
Dec	2.7	2.6	2.7	2.7
Mar	2.9	2.7	2.7	2.7
Jun	3.0	2.8	2.7	2.8
<b>2014/15</b>				
Sep	2.3	2.1	2.6	2.4
Dec	1.7	2.1	2.4	2.2
Mar	1.3	2.3	2.4	2.3
Jun	1.5	2.0	2.2	2.2
<b>2015/16</b>				
Sep	1.5	2.1	2.2	2.1
Dec	1.7	2.1	1.9	2.1
Mar	1.3	1.7	1.4	1.7
Jun	1.0	1.6	1.5	1.7
<b>2016/17</b>				
Sep	1.3	1.7	1.3	1.7
Dec	1.5	1.3	1.4	1.6
Mar	2.1	1.5	1.7	1.9

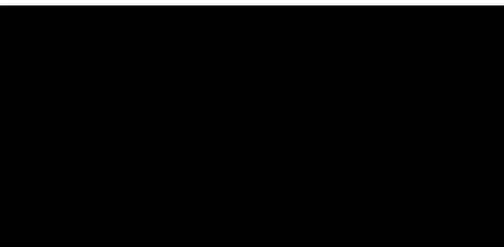
Sources: ABS Cat No 6401.0

Clearly, **the CPI has not exceeded 3.0% per annum** over the last few years and recently it has been around 2.0% per annum.

The **Draft Fees & Charges for 2017-18 for the libraries** are highlighted, together with the calculated Fee percentage change from current (2016-17) to proposed (2017-18), below as follows:

Fee Name	Fee Detail	Legislated/ Regulated Fee	GST	Current (2016-17) Fee Inc. GST	Proposed (2017-18) Fee Inc. GST	Fee % change
<b>Inter Library Loans</b>						
Search Fee	Per search	Y	Y	\$7.55	\$8.00	<b>+6.0</b>
Non NSW Libraries	Per item	Y	Y	\$15.05	\$16.50	<b>+9.6</b>
<b>Computer/WIFI</b>						
Computer/WIFI – subsequent hours	Per hour	N	Y	\$4.20	\$4.50	<b>+7.1</b>
<b>Lost/Damaged Items</b>						
Processing fee	Per item	N	Y	\$15.00	\$16.00	<b>+6.7</b>
Lost Cards	Per card	N	Y	\$3.20	\$4.00	<b>+25.0</b>
DVD/Music CD/Cases	Per item	N	Y	\$5.00	\$5.50	<b>+10.0</b>
<b>Meeting Room Hire – Business Hours</b>						
Business	Per hour	N	Y	\$92.00	\$95.50	+3.8
Business	Per day	N	Y	\$268.00	\$277.50	+3.5
Community Groups – Non profit	Per hour	N	Y	\$9.30	\$10.00	<b>+7.5</b>
Community Groups – Non profit	Per day	N	Y	\$52.00	\$54.00	+3.8
Late Key Return	Per hire	N	Y	\$30.00	\$31.50	+5.0
<b>Miscellaneous</b>						
Scanning of photographs	Per item	N	Y	\$2.55	\$3.00	<b>+17.6</b>
Laminating – A4	Per item	N	Y	\$3.00	\$3.50	<b>+16.6</b>
Laminating – A3	Per item	N	Y	\$5.00	\$5.50	<b>+10.0</b>
Family history / local history searches written requests	Per search	N	Y	\$64.00	\$66.50	+3.9
Second-hand Library item sales	Per item	N	Y	\$0.50	\$0.50	0.0
Library bags	Per bag	N	Y	\$5.60	Full cost + 20%	?
<b>Photocopying and Printing</b>						
A4 – Black & White	Per copy	N	Y	\$0.35	\$0.50	<b>+42.9</b>
A3 – Black & White	Per copy	N	Y	\$0.90	\$1.00	<b>+11.1</b>
A4 – Colour	Per copy	N	Y	\$1.25	\$1.50	<b>+20.0</b>
A3 – Colour	Per copy	N	Y	\$2.20	\$2.50	<b>+13.6</b>

I think most of the proposed fee increases shown above are **excessively inflationary**, particularly for the often used photocopying and printing services. Where's the justification for the proposed excessive price increases that are way beyond (multiples of) the CPI inflation rate, particularly those shown in **red**? The libraries within the Lithgow LGA should provide a community service, not be a 'cash cow'! Please reconsider and adjust accordingly.





## **8. FINANCE**

Policy 8.8

RELATED PARTIES  
DISCLOSURE

**Version 1**

## **8. FINANCE**

### **8.8 RELATED PARTIES DISCLOSURE POLICY**

#### **1. Objective**

The objective of the Policy is to ensure that the existence of certain related party relationships, related party transactions and information about the transactions, necessary for users to understand the potential effects on the Financial Statements are properly identified, recorded in Council's systems, and disclosed in Council's General Purpose Financial Statements to achieve legislative compliance.

#### **2. Legislative and Regulatory Requirements**

- Local Government Act 1993 and Local Government (General) Regulation 2005
- Accounting Standard AASB 124 Related Party Disclosures
- Accounting Standard AASB 10 Consolidated Financial Statements
- Accounting Standard AASB 11 Joint Arrangements
- Privacy and Personal Information Protection Act 1998 (PPIPA)
- Government Information (Public Access) Act 2009 (GIPA Act)

#### **3. Related policies and plans**

- Policy 9.6 - Provision of information to and Interaction between Councillors and Staff
- Code of Conduct
- Policy 9.8 - Records Management
- Policy 9.11 - Access to Information Held

#### **4. Definitions**

##### **Related Parties**

A person or entity that is related to the entity that is preparing its financial statements i.e. a related party is a party that exhibits control or joint control, or significant influence over the reporting entity or key management personnel of the reporting entity.

##### **Related Party Transactions**

A related party transaction is a transfer of resources, services or obligations between a reporting entity and a related party, regardless of whether a price is charged.

##### **Key Management Personnel (KMP)**

Key management personnel are those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly. Council's KMP would include the Mayor, Councillors, General Manager and Group Managers or any personnel who act in a KMP role for three months consecutively or more.

##### **Close Family Members**

Close family members are people who can be expected to influence or be influenced by key management personnel and include that person's children and spouse or domestic

partner; children of that person's spouse or domestic partner; and dependants of that person or that person's spouse or domestic partner.

### **KMP Compensation**

Compensation includes all employee benefits (as defined in AASB 119 Employee Benefits) and include all forms of consideration paid, payable or provided by the entity, or on behalf of the entity, in exchange for services rendered to the entity. They include short term employment benefits e.g. wages etc; post employment benefits e.g. pensions; other long term benefits e.g. long service leave; and termination benefits.

### **Arm's length transaction**

Is a transaction between two related parties that is conducted as if they were unrelated, so that there is no question of conflict of interest.

### **Control**

Is the power to govern the financial and operating policies of an entity so as to obtain benefits from it's activities.

### **Joint control**

Is the contractually agreed sharing of control over an economic activity

### **Significant influence**

Is the power to participate in the financial and operating policy decisions of an entity, but is not control over those policies. Significant influence may be gained by share ownership, statute or agreement.

### **Responsible Accounting Officer**

A position of Council that has legislative responsibilities under the Local Government (General) Regulation 2005.

### **Material transaction**

Transactions assessed as material based on some or all of the following criteria

- Significance in terms of size
- Carried out on non-market terms
- Outside normal day to day business operations
- Disclosed to regulatory or supervisory authorities
- Reported to senior management

## **5. Policy Statement**

Related Party relationships are a normal feature of business. Related parties may enter into transactions that unrelated parties would not. Therefore a related party relationship has potential to have an effect on the profit or loss and financial position of Council.

In addition, the profit or loss and financial position of an entity may be affected by a related party relationship even if related party transactions do not occur. The mere existence of the relationship may be sufficient to affect the transactions of the entity with other parties.

For these reasons, knowledge of Council's transactions and outstanding balances (including commitments and relationships with Related Parties) may affect the assessment of Council's operations by users of Financial Statements, including assessments of the risks and opportunities facing the Council.

This policy aims to achieve compliance with the disclosures requirements of AASB 124 by executing the following steps:

- (a) Identifying related party relationships and transactions.
- (b) Identifying outstanding balances, including commitments between an entity and its related parties.
- (c) Identifying the circumstances in which disclosure of the items in (a) and (b) is required.
- (d) Determining the disclosures to be made about those items.

## **6. Related Parties**

### **6.1 Identification of Key Management Personnel (KMP)**

KMP for Lithgow City Council are considered to include:

- The Mayor
- Councillors
- General Manager
- Group Managers

### **6.2 Identification of Related Parties**

A person or entity is considered a related party of Council if any of the following conditions apply:

- (a) They are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others).
- (b) They are an associate or belong to a joint venture which Council is part of.
- (c) They and Council are joint ventures of the same third party.

- (d) They are part of a joint venture of a third party and Council is an associate of the third party.
- (e) They are a post-employment benefit plan for the benefit of employees of either Council or an entity related to Council.
- (f) They are controlled or jointly controlled by close or possibly close members of the family of a person with significant influence over Council or a close or possibly close member of the family of a person who is a KMP of Council.
- (g) They are identified as a close or possibly close member of the family of a person with significant influence over Council or a close or possibly close member of the family of a person who is a KMP of Council.
- (h) They, or any member of a group which they are a part, provide KMP services to Council.

For the purposes of this Policy, related parties of Council are:

- (a) Entities related to Council.
- (b) KMP of Council.
- (c) Close family members of KMP.
- (d) Possible close family members of KMP.
- (e) Entities or persons that are controlled or jointly controlled by KMP, or their close family members, or their possible close family members.

Please see Appendix 1 for examples of common related parties of Council.

KMP will identify all entities that are controlled or jointly controlled by close family members through the self-assessment process. Should uncertainties or any other contentious issues arise during this process the KMP are responsible for discussing this with Council's Responsible Accounting Officer who can consult Council's external auditor for clarification if necessary.

### **6.3 Annual Review of Related Parties**

A review of KMP and their related parties will be completed at the beginning of each Financial Year. Whereby the identified KMP will be required to complete the Related Party Declaration (See Appendix 2) by 31 July and present this to Council's Financial Services Manager.

The method of identifying the close family members and associated entities of KMP will be by KMP self-assessment. KMP are responsible for keeping the Financial Services Manager updated when any changes to those related parties occur outside of those times.

Particular events, such as a change in Councillors, General Manager, or Group Managers will also trigger a review of Council's related parties immediately following such an event. Council's Responsible Accounting Officer will be responsible for identifying Council subsidiaries, associates and joint ventures.

Council's Financial Services Manager will maintain a register of all declared and identified related parties.

## **7. Related Party Transactions**

### **7.1 Types of Transactions**

The following are examples of transactions that are disclosed if they are transacted with a related party:

- Purchase or sale of goods
- Purchase or sale of property and other assets
- Rendering or receiving services
- Leases
- Quotations and/or tenders
- Commitments
- Settlements of liabilities on behalf of Council or by Council on behalf of the related party
- Grants and subsidy payments made to associated entities of Council
- Non-monetary transactions
- Compensation made to key management personnel and their close family members.

### **7.2 Materiality of Transactions**

AASB 124 grants Council discretion to use their judgement when determining the level of detail to be disclosed in the financial statements. It should be noted that Materiality is not simply determined by the value of a transaction, many other factors are considered. As well as considering the closeness of the related party relationship other factors to be considered when assessing related party transactions are:

- Significant in terms of size
- Carried out on non-market terms
- Outside normal day-to-day business operations, such as the purchase and sale of businesses
- Disclosed to regulatory or supervisory authorities
- Reported to senior management
- Subject to shareholder approval

### **7.3 Ordinary Citizen Transactions**

Ordinary citizen transactions are those transactions that are made on an arm's length basis between Council and related parties that an ordinary citizen of the community would transact with the Council.

Examples of these are rates payments for properties owned by the related party and dog registration payments.

Council will identify all transactions between Council and related parties. Any that are deemed to be ordinary citizen transactions will not typically be required to be disclosed in the annual financial report.

Transactions between Council and related parties that would normally be considered to be ordinary citizen transactions where the terms and conditions differ from normal practice will not

be considered to be an ordinary citizen transaction for the purposes of this policy. These will be disclosed in Council's annual financial statements in the related party disclosure.

Please note that KMP are still required to notify the Financial Services Manager of these transactions via the process outlined below and the determination of whether or not disclosure is required is vested with the Group Manager Community and Corporate, Responsible Accounting Officer and Financial Services Manager. Should uncertainties or any other contentious issues arise during the process the KMP's are responsible for discussing this with Council's Responsible Accounting Officer who can consult Council's external auditor for clarification if necessary.

#### **7.4 Identification of all Related Party Transactions**

All related party transactions will be captured to allow a full assessment of transactions that are to be included in the related party disclosure per the disclosure requirements contained in AASB 124.

This will also allow Council's external auditors to perform a full analysis of the entire process that results in the related party transaction disclosure.

All KMP will be required to complete and submit a Related Party Transaction Declaration (Appendix 3) to the Financial Services Manager, a notification advising of any known related party transactions that have occurred in the past 6 month period and any related party transactions that have the potential of occurring in the next 6 month period. A Nil notification will be required to be submitted to the Manager Financial Services if no transactions are required to be reported.

These notifications will be due to the Financial Services Manager by 31 January and 31 July covering the reporting periods from 1 July to 31 December and 1 January to 30 June respectively.

To ensure all related party transactions are captured and recorded, the Manager Financial Services is responsible for reviewing, if required, other sources of information held by Council including without limitation:

- A register of related parties or KMP and of persons related to the KMP
- Council's pecuniary interest returns
- Minutes of Council and Committee meetings
- Council's Contracts Register

Council's Financial Services Manager will maintain a register of all declared and independently identified related party transactions.

### **8. Required Disclosures and Reporting**

AASB124 provides that Council must disclose the following financial information in its financial statements for each financial year period.

1. *Disclosure of any material related party transactions* – if there have been material transactions between related parties, Council must disclose the nature of the relationship with the related party, as well as sufficient information about the transactions and outstanding balances, including commitments, necessary for users to understand the potential effect of the relationship on the financial statements.

2. *KMP Compensation Disclosures* – must disclose in the financial statement KMP compensation in total for each of the categories.

If an elected member or staff member is affected by the related party disclosure they will be given a copy of the disclosure to comment before the external audit is finalised. All comments will be considered, however, any deviations from the standard policy will not be included in the final disclosure. The General Manager will give the final approval of what will be contained in the disclosure.

## **9. Information Privacy**

### **9.1 Confidentiality**

The following information is classified as confidential and is not available for inspection by or disclosure to the public, including through a GIPA Act application.

- (a) Information (including personal information) provided by a KMP in a related party disclosure.
- (b) Personal information contained in a register of related party transactions.

### **9.2 Storage of information**

Declarations and registers pertaining to the Council's related parties and related party transactions will be maintained within a secure and confidential location of Council's records management system.

### **9.3 When consent is required**

Except as specified in this Policy, Council and other permitted recipients will not use or disclose personal information provided in a related party disclosure by a KMP or contained in a register of related party transactions for any other purpose or to any other person except with the prior written consent of the subject KMP.

### **9.4 Permitted Recipients and Permitted Purposes**

For the purpose of this policy the following persons are permitted to access, use and disclose the information (including personal information) provided in a related party disclosure or contained in a register of declared related parties and/or related party transactions.

- (a) The General Manager
- (b) The Group Manager Corporate & Community and the Financial Services Manager
- (c) Public Officer
- (d) An Auditor of Council (including an Auditor from the NSW Auditor General's Office).

For the purpose of this policy any person specified above may access, use and disclose information (including personal information) in a related party disclosure or contained in a register of declared related parties and/or related party transactions for the following purposes.

- (a) To access and verify a notified related party transaction.

- (b) To reconcile identified related party transactions against those notified in a related party disclosure or contained in a register of related party transactions.
- (c) To comply with the disclosure requirements of AASB124.
- (d) To verify compliance with the disclosure requirement of AASB124.

**9.5 Government Information (Public Access) Act Status**

The following documents are not open to or available for inspection by the public:

- (a) Related party disclosures provided by a KMP.
- (b) A register of related party transactions.

A GIPA Act application seeking access to:

- (a) A document or information (including personal information) provided by a KMP in a related party disclosure.
- (b) Personal information contained in a register of related party transactions.

will be refused on the grounds that the documents or information comprises information for which there is an overriding public interest against disclosure pursuant to Section 14 of GIPA Act.

A GIPA Act application seeking access to, and release of, transactional information and documentation about the subject of a related party transaction with Council will be considered assessed and decided in accordance with Council’s usual procedures regarding applications made under the GIPA Act.

<b>Maintained by Department:</b>	Finance	<b>Approved by:</b>			
<b>Reference:</b>	Dataworks: Policy Register	<b>Council Policy No:</b>	8.8	<b>Effective Date:</b>	
<b>Min No:</b>	V1 -	<b>Version No:</b>	1	<b>Reviewed Date:</b>	
<b>Attachments:</b>					



# Minutes

Strategic Land Use Planning  
Projects Steering Committee

13 February 2017

4.30pm Council Committee Room

Name of Committee	
Item Number	Agenda
1	Welcome/present/ apologies
2	Appointment of Chairperson and Deputy Chairperson
3	Committee Terms of Reference
4	Marrangaroo Masterplan/DCP Project update and presentation of Draft Structure Plan Options
5	General Business
6	Next meeting

**ITEM: 1 PRESENT AND APOLOGIES**

---

**PRESENT:** Mayor Stephen Lesslie, Clr Thompson, Clr McAndrew, Clr Ring, Keith Stead (Oculus Project Manager), Simon Bond (Oculus)

**APOLOGIES:** Nil

**OFFICERS:** Andrew Muir (Acting General Manager), Sherilyn Hanrahan, Karen Luka

**DECLARATION OF INTERESTS:** Nil

**ITEM: 2 APPOINTMENT OF CHAIRPERSON AND DEPUTY CHAIRPERSON**

---

**SUMMARY**

As this was the inaugural meeting of the Committee it was necessary to consider and appoint a Committee Chairperson and Deputy Chairperson.

Please note the adopted Terms of Reference states that Council was to determine the Chair and Deputy Chair when appointing Councillors to the Committee, however this did not occur at that time.

The Committee was asked to determine the Chairperson and Deputy Chairperson that can then be ratified by full Council when the minutes of this Committee meeting are reported and adopted.

**ACTION/RECOMMENDATION**

**THAT** Mayor Stephen Lesslie is appointed as Chairperson and in his absence the Deputy Chairperson is any of the other Councillors for the term of the Committee.

**MOVED:** Clr McAndrew **SECONDED:** Clr Thompson

**ITEM: 3 COMMITTEE TERMS OF REFERENCE**

---

**REFERENCE**

Minute 16-261 Ordinary Meeting of Council 10 October 2016

**SUMMARY**

Council at its Ordinary Meeting of Council held on 10 October 2016 resolved to establish this Committee in accordance with the adopted Terms of Reference.

The Committee was asked to review the Terms of Reference and identify if any proposed amendments are required.

## **ATTACHMENTS**

*Lithgow City Council Strategic Landuse Planning Projects Steering Committee Terms of Reference 10 October 2016.*

## **ACTION/RECOMMENDATION**

**THAT** The Committee Terms of Reference be ratified with the following amendments:

### **Meeting Protocol**

An agenda will be prepared 5 working days before each meeting if possible, together with the minutes of the previous meeting.

Agenda items shall be submitted to the Council Contact Officer a minimum of 8 working days before each meeting where possible.

**MOVED:** Clr Ring **SECONDED:** Mayor Lesslie

## **ITEM: 4 MARRANGAROO MASTERPLAN/DCP PROJECT UPDATE AND PRESENTATION OF DRAFT STRUCTURE PLAN OPTIONS**

---

### **REFERENCE**

Nil

### **SUMMARY**

Lithgow City Council has engaged the services of an urban design and planning consultancy, OCULUS to undertake the Marrangaroo Masterplan/DCP Project which kicked off in October 2016.

One of the key milestones of the project in Stage 3 is the development of a structure plan.

Oculus presented to the Committee a presentation relating to the development of three draft structure plan options. The Committee was asked to endorse these options to move forward into the next stage of the consultation program.

### **BACKGROUND**

OCULUS has extensive experience in the planning and design of communities and operate from a firm belief that places in which people live, work and visit should be safe, sustainable and exciting places for the promotion of social, economic and environmental diversity.

The objectives of the project are to:

- Develop a vision and planning framework for the future development of the Marrangaroo Urban Release Area and adjoining employment lands to ensure development occurs in a logical and cost effective manner over time and is based on best practice urban design principles.
- To consider an interim planning framework for the development of the employment lands and enterprise corridor or part thereof to be accelerated ahead of the remainder of the project area.
- To establish a new suburban micro- community of Lithgow that provides a place that has its own identity, facilities and amenities, is highly liveable, functional and attractive and will meet the needs of the expected future population and demographic.
- To ensure that the vision and planning framework is developed, designed and communicated to all relevant stakeholders such as the landowners, community, elected representatives and government agencies in a collaborative and transparent manner that is easily demonstrated and understood.
- Provide a planning framework that may be used to inform, stimulate, channel and/or facilitate future investment decisions.
- Enhance the capacity of Council staff in relation to the principles of planning, designing, managing and implementing projects of this nature and to facilitate shared knowledge and skills.

## **COMMENTARY**

### **PROJECT ACTIVITIES TO DATE**

The consultants have completed the following key activities since commencement of the project:

- Developed and issued to Council the Project Engagement and Consultation Plan and Project Program
- Site analysis and information review
- Interim Economic Study completed by SGS
- Developed 3D digital model for use during the project
- Delivered first two stages of community/landowner and stakeholder engagement as per engagement plan including Briefing Sessions held on 3 November 2016 and Visioning Workshops held on 24 November 2016
- Issued final issues/values/principles/vision presentations and summary of feedback from the vision session workshops which have been uploaded to Council's dedicated project webpage at: <http://council.lithgow.com/marrangaroo/>
- Additional individual landowner consultations by phone and face to face on 15-16 December and 20-21 December 2016
- Issued landowner position summary plan
- Preliminary Infrastructure review focusing on road access and servicing
- Prepared 3 preliminary Structure plan options to Council, SGS and Cardno for review

### **PROJECT VISION**

The following Vision Statement put together at the Visioning Workshop aims to capture the principles put forward and set an overall vision for future development at Marrangaroo:

*“Marrangaroo will be a new urban village that will provide housing, amenity, recreational and employment opportunities to a diverse range of residents and visitors, while promoting sustainability initiatives and maintaining the semirural and natural qualities of the site.”*

## **DRAFT STRUCTURE PLAN OPTIONS**

Oculus have developed three draft structure plan options for further community/stakeholder/landowner consultation.

Council officers have undertaken a preliminary review of the draft options and have provided broad comments back to Oculus.

## **ATTACHMENTS**

Current Project Program 2/2/17  
Community Engagement Plan  
SGS Interim Economic Study  
Landowner Position Summary Plan  
Draft Structure Plan Options 1-3

## **ACTION/RECOMMENDATION**

**THAT** the committee receives the presentation from Oculus and approves the Draft Structure Plan Options 1 and 3 for further community, landowner and stakeholder consultation subject to Option 1 including all industrially zoned land for consideration.

**MOVED:** Mayor Lesslie **SECONDED:** Clr Ring

## **ITEM 5: GENERAL BUSINESS**

---

### **SUMMARY**

Clr Thompson enquired as to the progress of the Rural Lands Study and when the Draft would be reported to the Committee

### **ACTION/RECOMMENDATION**

**THAT** the Committee reconvene to consider a presentation on the Draft Rural and Rural Residential Strategy at a later date to be called by the Mayor and Acting General Manager.

**MOVED:** Thompson **SECONDED:** Mayor Lesslie

## **ITEM 6: NEXT MEETING:**

---

The Committee Terms of Reference state that meetings of the Committee will be held at each Project Milestone as determined by the approved Project Plan. Therefore scheduled meeting dates are difficult to set too far in advance.

**Next Meeting:** To be determined in line with Project Milestones.

---

**There being no further business the meeting closed at 5.45pm.**

# **LITHGOW CITY COUNCIL STRATEGIC LAND USE PLANNING PROJECTS STEERING COMMITTEE Terms of Reference**

## **Committee name**

Strategic Land Use Planning Projects Steering Committee ("The Committee")

## **Establishment**

The Committee is established under resolution of Council.

## **Resolutions**

Resolution to establish the Committee: Council Meeting 10 October 2016  
Min No 16-261

Resolution to adopt the Terms of Reference: Council Meeting 10 October 2016 Min No  
16-261

## **Delegations:**

The Committee has no delegations from Council.

## **Financial arrangements:**

Unless expressly approved by Council, via a resolution, the Committee must not commit nor expend any Council funds.

## **Councillor membership:**

3 Councillors.

The Mayor, by virtue of holding the office of Mayor, is appointed as a member of all committees established by Council. The appointment of the Mayor as a member of any committee established by the Council need not be taken into account when determining a Quorum for a meeting of the Committee.

## **Term of the Committee**

The Committee shall operate for the term of the Council.

## **Committee's responsibilities:**

In relation to any Strategic Land Use Planning Projects referred to it by Council, (and as relevant depending at what stage the project is referred to the Committee), the principal responsibilities of the Committee are:

1. Endorse the Project Scope and Brief

2. Evaluate and recommend the appointment of the consultant to undertake the Project
3. Review and endorse Project Plans
4. Review and endorse Community and Stakeholder Engagement Strategies
5. Review and endorse project deliverables as identified in a Project Plan
6. Endorse final draft Studies or Plan's for recommendation to Council for adoption
7. Resolve any project management issues unable to be resolved by the Project Managers
8. Monitor the Project against time and budget constraints
9. Approve or reject and extra claims by a consultant during the project. NB  
– Any claim for extras can only be approved if within the adopted budget for the project

**Committee member responsibilities:**

- Observation and compliance with Council's Code of Conduct
- Observation and compliance with Council's OHS system objectives and instructions

**Committee membership:**

The Committee will be comprised of the following representation:

Voting members

- 3 Councillors plus the Mayor - ex officio
- A representative of the Western Region Office of NSW Planning and Environment (as required on a project by project basis)
- General Manager (or delegate)

Other members

- Group Manager of Environment and Development
- Council's Strategic Land Use Planner (contact officer)

**A member ceases to be a member of a Committee if the member (other than the Mayor):**

- (a) Has been absent from 3 consecutive meetings of the committee without having given reasons acceptable to the committee for the members absences.

**MEETING PRACTICE**

**Code of Meeting Practice**

The meeting procedures outlined in the Council's Code of Meeting Practice shall guide the meeting procedures of the Committee unless otherwise outlined below.

**Office holders**

When nominating Councillors to the Committee the Council shall determine who will be Chair and Deputy Chair.

**Frequency of meetings:**

Meetings of the Committee will be held at each Project Milestone as determined by the approved Project Plan.

The chair may call additional meetings as required and notified in accordance with the meeting protocol.

**Meeting protocol:**

- An agenda will be prepared and distributed 5 working days before each meeting, if possible, together with the minutes of the previous meeting.
- Agenda items shall be submitted to the Council Contact Officer a minimum of 8 working days, if possible before each meeting.

**Minutes and Reports to Council**

The Chair may cause reports to be provided to Council on any activities or requests of the committee.

**Council Contact officer**

Council's Strategic Land Use Planner shall be the Contact Officer to the Committee.

The Contact Officer shall:

- provide executive support to the Committee;
- be responsible for preparing the agenda and minutes of Committee meetings;
- be responsible for preparing a report to the Council as required
- provide to the Committee the outcome and resolutions of the Council regarding the project.

**Council responsibilities:**

Council will provide secretarial support, including typing and distribution of minutes and agenda's.



# Minutes

Strategic Land Use Planning  
Projects Steering Committee  
14 March 2017  
4pm Committee Room

Name of Committee	
Item Number	Agenda
1	Welcome/present/ apologies
2	Presentation of Draft Rural and Rural Residential Strategy March 2017
3	General Business
4	Next meeting

**ITEM: 1 PRESENT AND APOLOGIES**

---

**PRESENT:** Mayor Lesslie, Clr Ring, Ian Sinclair (Edge Land Planning)  
Clr McAndrew entered at 4.34pm.

**APOLOGIES:** Clr Thompson, Department of Planning and Environment  
Representative

**OFFICERS:** Andrew Muir (Acting General Manager), Sherilyn Hanrahan

**DECLARATION OF INTERESTS: Nil**

**ITEM: 2 PRESENTATION OF DRAFT RURAL AND RURAL RESIDENTIAL  
STRATEGY MARCH 2017**

---

**SUMMARY**

Edge Land Planning have completed a Draft Rural and Rural Residential Strategy for discussion, March 2017.

Ian Sinclair delivered a full power point presentation outlining the key findings and recommendations of the Draft Strategy with a recommendation to place the document on public exhibition.

Due to a change in staff at the Western Region Office of Department of Planning and Environment, the Department was unable to send a representative to the meeting and requested further time for review of the document prior to public exhibition.

The Committee was informed of the risks associated with proceeding without input from one of the key stakeholders being the Department of Planning and Environment.

**ACTION/RECOMMENDATION**

**THAT**

1. The Committee receives the presentation from Edge Land Planning and defers its decision on public exhibition until such times as the Committee members have had more time to thoroughly review the document and receive the detailed comments from the Department of Planning and Environment.
2. A further meeting is to be reconvened by the Acting General Manager once the views of the Department have been received.

**MOVED:** Mayor Lesslie **SECONDED:** Clr Ring

**ITEM 3: GENERAL BUSINESS**

---

**SUMMARY**

There were no items of general business.

**ITEM 4: NEXT MEETING:**

---

**Next Meeting:** To be determined

---

**There being no further business the meeting closed at 6.15pm**



# Minutes

Strategic Land Use Planning  
Projects Steering Committee  
2 May 2017

11.30am Hartley Meeting Room

Name of Committee	
Item Number	Agenda
1	Welcome/Present/Apologies
2	Draft Rural and Rural Residential Strategy
3	Marrangaroo Masterplan/DCP Structure Plan
4	General Business
5	Next meeting

**ITEM: 1 PRESENT AND APOLOGIES**

---

**PRESENT:** Mayor Lesslie, Clr McAndrew, Clr Thompson, Clr Ring, Nita Scott (WR-NSW P & E), Megan Jones (WR-NSW P & E)

**APOLOGIES:** Nil

**OFFICERS:** Andrew Muir (Acting General Manager), Jim Nichols (Acting Group Manager Environment and Development), Sherilyn Hanrahan

**DECLARATION OF INTERESTS:** Nil

**ITEM: 2 DRAFT RURAL AND RURAL RESIDENTIAL STRATEGY**

---

**SUMMARY**

The Committee was addressed by the representatives of the Western Region office of NSW Planning and Environment who outlined their concerns with the Draft Strategy as submitted by Edge Land Planning.

A full discussion of these matters followed.

**ACTION/RECOMMENDATION**

**THAT**

1. The Strategic Planning Projects Steering Committee note the issues raised by the officers from the Department of Planning and Environment and accept the offer to provide Council with a summary of those issues.
2. Upon receipt of the summary of issues provided by the Department of Planning and Environment be provided to the consultant, Edge Planning, be requested to review the draft document and make amendments accordingly.
3. The committee note that the draft document does not satisfy the requirements of the brief at this stage (and is not to a point where it could be placed on public exhibition) and the consultant be given the opportunity to rectify the deficiencies. Specifically, there is not enough rigour in the document in terms of evidenced based recommendations.

**MOVED:** Mayor Lesslie **SECONDED:** Clr McAndrew

**ITEM: 3 MARRANGAROO MASTERPLAN/DCP STRUCTURE PLAN**

---

**SUMMARY**

As ratified by the Committee on 13 February 2017, Options 1 (as amended) and Option 3 (now option 2) were taken forward for a further round of community and

stakeholder consultations held on 9 March 2017. The outcomes of the community consultation sessions were presented by Keith Stead of Oculus to a Councillor Briefing Session held on 22 March 2017.

The essential differences between the options were:

- The location of the proposed village centre
- The extent of the Business Corridor
- The number of new access points off GWH

A limited amount of feedback was provided which largely reflected the key strengths and weaknesses presented against each options. There was a slight preference for a centralised town centre, reduced enterprise corridor and 3 points of access to the Highway (all shown in Option 1). Concerns included the staging / access to residential areas in Option 2 (through business lands) and the views of the rocky outcrops being lost.

A councillor presentation was undertaken on the 22nd March 2017 where a preference was shown for the Village Centre as Option 1 but no clear preference was shown on the extent of the Enterprise Corridor.

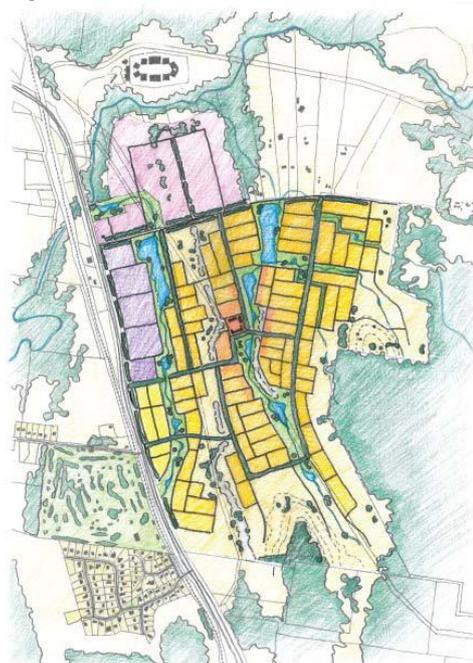
At the Councillor Briefing Session a request for further comparison information relating to the business corridor areas in other neighbouring centres was made.

This information was prepared and circulated to members of the Committee and will form part of the Structure Plan document.

## **ACTION/RECOMMENDATION**

**THAT** the Committee signs off on Option 1 (featuring a centralised town centre, potential for two additional access road off the GWH and a reduced (22ha) business corridor) as the preferred Structure Plan Option to move forward into the detailed masterplan stage of the project.

### **Option 1**



**MOVED:** Clr Thompson **SECONDED:** Clr McAndrew

**ITEM 4      GENERAL BUSINESS**

---

**SUMMARY**

The Committee was advised that a preliminary draft of the Infrastructure Report from Cardno was received and was undergoing internal review and that the Draft Employment Lands Development Guide was expected by mid May 2017.

**ACTION/RECOMMENDATION**

**THAT** the Committee notes this information update.

**MOVED:** Mayor Lesslie **SECONDED:** Clr Ring

**ITEM 5:      NEXT MEETING:**

---

**Next Meeting:** To be determined

---

**There being no further business the meeting closed at 1.15pm**



# Minutes

## Operations Committee

### 22<sup>nd</sup> May 2017

### 4.00pm

Operations Committee	
Item Number	Agenda
1	Present And Apologies
2	Declaration Of Interests
3	Confirmation Of Minutes
4	Business Arising From The Minutes
5	Council Tree Planting – Great Western Highway
6	Portland STP Upgrade Report - Update
7	Main Street Lithgow – Electricity Infrastructure Upgrades and Restorations
8	Water NSW
9	General Business
10	Next Meeting

**ITEM 1: PRESENT AND APOLOGIES**

---

**PRESENT:** Clr S Lesslie, Clr S Ring, Acting General Manager A Muir

**APOLOGIES:** Clr W McAndrew, Clr R Thompson

**OFFICERS:** I Stewart, R Brownlow, E Trudgett, T Nolan

**ITEM 2: DECLARATION OF INTERESTS**

---

**NIL**

**ITEM: 3 CONFIRMATION OF THE MINUTES FROM THE PREVIOUS MEETING**

---

Previous minutes from meeting held on the 24<sup>th</sup> April 2017, were presented to Council on the 8<sup>th</sup> May 2017.

**ITEM 4: BUSINESS ARISING FROM THE MINUTES**

---

**NIL**

**ITEM: 5 COUNCIL TREE PLANTINGS – CENTRE MEDIAN – GREAT WESTERN HIGHWAY**

---

**SUMMARY**

Councilor McAndrew has enquired as to the maintenance responsibilities for those trees planted by Council several years ago in the high speed zone between Lithgow West and Marrangaroo. It is understood that whilst maintenance of the Centre median in the high speed zone would normally be an RMS responsibility, these trees were planted as a Council initiative and consequently RMS have declined to maintain the area. Significant safety problems have to be addressed for Council maintenance to occur. This also have ongoing cost implications.

**COMMENTARY**

Concern was expressed regarding staff health and safety when performing work on the median due to the requirement of closing lanes in the high speed zone and how frequently this has to be done for maintenance upkeep.

It was questioned whether there were other alternatives such as the weed-spraying contractor undertaking the maintenance when performing his duties in this area. T Nolan advised that the contractor would be reluctant to do so.

It was suggested that a formalization of request be made to a higher authority for RMS to carry out ongoing maintenance

## **ATTACHEMENTS**

**NIL**

## **ACTION**

**THAT** a formal request be made to Roads and Maritime Services to accept responsibility for ongoing maintenance of the median in the high speed zone on Great Western Highway, Lithgow.

**MOVED:** Clr S Lesslie

**SECONDED:** Clr R Thompson

## **ITEM: 6          PORTLAND SEWER TREATMENT PLANT UPGRADE REPORT - UPDATE**

---

### **SUMMARY**

The upgrade of the Portland Sewerage treatment plant is progressing on schedule. With a possible delay due to power upgrade approvals sought from endeavor energy.

This project is being undertaken in two stages. Stage one included the removal of 1 existing trickling filter and site storage shed to allow for the construction of the new works. The new works will need to be partially completed before the existing facilities can be demolished to allow for the completion of stage two works. Stage 1 includes Inlet works, IDEA treatment facilities, Chemical Dosing, UV Treatment, Onsite Re use, Electrical Switch room, Amenities building and temporary sludge storage. Stage 2 includes demolition of existing works, Sludge storage facilities, dewatering hardstand, site access road and landscaping.

The Contractors, Gongues Constructions have been progressing the upgrade works on schedule which has been a significant achievement given the inclement weather faced in the first 3 months of the project.

The works to date include the completion of Inlet Works, Civil, Mechanical & Electrical installations, IDEA reactor Civil, Structural, Mechanical & Electrical works, Chemical Dosing Civil, Mechanical & Electrical works, Onsite services including Potable & Re use water mains, Sewerage pipework, Storm water lines, Onsite Waste Water Return Pump Station, Electrical switch room building, Amenities blocks/ Site office, And stage 1 roadworks.

Ongoing works include site electrical services, UV treatment system installation, On-site Re-use system installation, Fit out of Amenities building & roadworks and retaining wall structures.

On Thursday 11th May an onsite inspection of the construction works was undertaken with NSW Department of Primary Industries Regional Inspector and Council Officers. There were no major concerns raised with the design or works completed to date. There were suggestions made in relation to some operational issues could be rectified prior to commissioning. These comments will be forwarded to council in an inspection report and raised with NSW Public Works.

### **COMMENTARY**

R Brownlow advised that Council is currently awaiting electrical design drawings. It was mentioned that the work completed by onsite contractors was satisfactory and that it is projected to come in under budget.

## **RECOMMENDATION**

**THAT** Council note the status of the Portland Sewerage Treatment Plant Upgrade.

**MOVED:** Clr S Lesslie

**SECONDED:** Clr S Ring

## **ITEM: 7 MAIN STREET LITHGOW – ELECTRICITY INFRASTRUCTURE UPGRADES AND RESTORATIONS**

---

### **SUMMARY**

Endeavour Energy undertook major electrical network upgrades in Main Street, Lithgow. Endeavour Energy are currently seeking independent engineering advice to help determine possible causes and an appropriate resolution in relation with some current subsidence and inconsistencies with the restoration work.

### **ATTACHMENTS:**

1. Letter from Endeavour Energy regarding Upgrade and Restorations

### **COMMENTARY**

It was advised that inspections on the footpath were undertaken recently to identify the scope of the problems.

## **RECOMMENDATION**

**THAT** Council note and follow up report to be submitted following action to reinstate the damage to the footpath between Bridge Street and Eskbank Street, Lithgow.

**MOVED:** Clr S Ring

**SECONDED:** Clr S Lesslie

## **ITEM: 8 WATER NSW OPERATING LICENSE**

---

### **SUMMARY**

Council's operating license with Sydney Catchment Authority will expire at the end of June 2017. This is due to the former SCA being amalgamated with the former State Water Corporation to form Water NSW. As per the Water NSW Act 2014, IPART has undertaken a license review for the new WaterNSW which has changed the operating conditions for the Fish River Water Supply scheme.

Council is currently a member of the Fish River Customer Council which will cease once the WaterNSW operating license takes effect on 1 July 2017.

## **COMMENTARY**

It was discussed that Council will be eligible to apply for a seat on the Greater Metropolitan Customer Advisory Group, Council has made a nomination for the Water & Waste Water Manager to hold a position on this Customer Advisory Group. It was then discussed that reports regarding the pricing determination for 2017-2020 period will be brought to the committee when handed down.

## **RECOMMENDATION**

**THAT** Council keep developments in regard to this matter under review.

**MOVED:** Clr S Ring                      **SECONDED:** Clr S Lesslie

## **ITEM: 9          GENERAL BUSINESS**

---

### **1. CASTLEREAGH HIGHWAY, PEARSONS LOOKOUT UPGRADE**

#### **COMMENTARY**

It was advised that RMS will be undertaking stability work to alleviate the dangerous condition of Pearsons Lookout slope.

#### **ATTACHMENTS:**

- 1.Consultation regarding the proposed upgrade of Castlereagh Highway, Pearsons Lookout.

#### **RECOMMENDATION**

**THAT** Council notify Roads and Maritime Services it has is no objections to the proposal.

**MOVED:** Clr S Lesslie                      **SECONDED:** AGM A Muir

### **2. REPLACEMENT OF BOUNCING PILLOW – JM ROBSON AQUATIC CENTRE**

#### **COMMENTARY**

Pool staff are currently investigating options for the replacement of the bouncing pillow at the JM Robson Aquatic Centre.

#### **RECOMMENDATION**

**THAT** a report be submitted outlining the replacement options

**MOVED:** Clr S Lesslie                      **SECONDED:** AGM A Muir

**ITEM 10: NEXT MEETING**

---

**Next Meeting:** 4.00pm on Monday, 26<sup>th</sup> June 2017  
Committee Room, Administration Building,  
180 Mort Street LITHGOW NSW 2790

**MOVED:** Clr S Lesslie

**SECONDED:** AGM A Muir

---

**There being no further business the meeting closed at 4:43pm**

DRAFT



# Minutes

Sports Advisory Committee  
30<sup>th</sup> May 2017  
5.00pm

Sports Advisory Committee	
Item Number	Minutes
1	Present And Apologies
2	Declaration Of Interests
3	Confirmation Of Minutes
4	Business Arising From The Minutes
5	Financial Assistance Requests
6	2017 LJ Hooker Reg Cowden Sports Star Of The Year Awards
7	Booking Requests
8	Portland Cricket Association -New Members
9	General Business
10	Next Meeting

**ITEM 1: PRESENT AND APOLOGIES**

---

**PRESENT:** T Della Bosca, C Healey, P Glasson, O Kay, C Hawkins, K Turner, D Whitty, R Whitty, R Marjoram, S Morris, C Osbourne, J Kearney, M Dean, G Healey

**APOLOGIES:** Clr S Lesslie, G Ryan

**OFFICERS:** I Stewart, T Nolan & E Trudgett

**ITEM 2: DECLARATION OF INTERESTS**

---

NIL

**ITEM: 3 CONFIRMATION OF THE MINUTES FROM THE PREVIOUS MEETING**

---

The minutes were presented to Council on the 8<sup>th</sup> May 2017

**ACTION**

**THAT** the Minutes of the meeting 18<sup>th</sup> April 2017 be taken as read and confirmed.

**MOVED:** R Marjoram

**SECONDED:** P Hughes

**ITEM 4: BUSINESS ARISING FROM THE MINUTES**

---

NIL

**ITEM 5: FINANCIAL ASSISTANCE REQUESTS**

---

**SUMMARY**

There were no complying financial assistance requests received in May 2017.

**ACTION**

**THAT** that the information regarding financial assistance be noted.

**ITEM 6: 2017 LJ HOOKER REG COWDEN MEMORIAL SPORTS STAR OF THE YEAR AWARDS**

---

**SUMMARY**

The voting for the May Sports Stars will be postponed until the next Sport Advisory Meeting on 27<sup>th</sup> June 2017 to allow for synchronization of nomination and voting for respective months.

<b>MONTH</b>	<b>JUNIOR RECIPIENT(S)</b>	<b>SENIOR RECIPIENT(S)</b>
<b>December/January</b>	Ethan Corney (Downhill) & Emmerson Banning (Tennis)	Richard Forbes (Table Tennis, Lawn Bowls, Darts, Petanque and Archery) & Roxanne Van Veen (Cricket)
<b>February</b>	Lucy Green (Tennis)	Cheryl Schram (Bowls) & Lesley Townsend (Bowls)
<b>March</b>	Morgan Watts (Triathlon)	Lithgow Lightning (Cricket)
<b>April</b>		Andrew Burton (Golf)
<b>May</b>		
<b>June</b>		
<b>July</b>		
<b>August</b>		
<b>September</b>		
<b>October</b>		
<b>November</b>		

**ACTION**

**THAT**

1. The Sports Advisory Committee agree to this process to allow for synchronization.

**ITEM 7: BOOKING REQUESTS**

**SUMMARY**

The following bookings were received between 18<sup>th</sup> April 2017 and 30<sup>th</sup> May 2017 and do not conflict with any other approved bookings.

<b>Conran Oval, Lithgow</b>			
<b>User</b>	<b>Dates / Times</b>	<b>Purpose</b>	<b>Comments</b>
Mac Ross	Between 21 <sup>st</sup> and 22 <sup>nd</sup> April 2018.	Ironfest 2018	Approved subject to standard condition.
<b>Glanmire Oval, Lithgow</b>			
<b>User</b>	<b>Dates / Times</b>	<b>Purpose</b>	<b>Comments</b>
Mac Ross	Between 21 <sup>st</sup> and 22 <sup>nd</sup> April 2018.	Ironfest 2018	Approved subject to standard condition.
<b>Kremer Park, Portland</b>			
<b>User</b>	<b>Dates / Times</b>	<b>Purpose</b>	<b>Comments</b>
St Joseph's Portland	Between 8.00am and 3.00pm on Friday, 2 <sup>nd</sup> June 2017.	Athletics Carnival	Approved subject to standard condition.
Portland Development Association Inc	Between 6.00am and 6.00pm on Saturday, 28 <sup>th</sup> October 2017.	Portland Development Association Fair	Approved subject to standard condition.
<b>Marjorie Jackson Oval, Lithgow</b>			
<b>User</b>	<b>Dates / Times</b>	<b>Purpose</b>	<b>Comments</b>
Coerwull Public School Sam Bodnar	Between 10.00am and 1.00pm on Thursday 1 <sup>st</sup> June 2017 and Between 10.00am and 1.00pm on Tuesday 6 <sup>th</sup> June 2017	PSSA Soccer Matches	Approved subject to standard condition.
<b>Tony Luchetti Sportsground, Lithgow</b>			
<b>User</b>	<b>Dates / Times</b>	<b>Purpose</b>	<b>Comments</b>
Coerwull Public School Natalie Van Der Velden	Between 1.30pm and 2.45pm on Thursday 4 <sup>th</sup> May 2017.	Coerwull Public School Cross Country	Approved subject to standard condition.
Lithgow Junior Rugby	Between 7.00am and 5.00pm on Sunday	Girls League Tag Carnival	Approved subject to standard

League Club Brett Haddon	16 <sup>th</sup> July 2017		condition. Lithgow JRLC has discussed arrangement with Workies Wolves. Wolves agree.
Mac Ross	Between 18 <sup>th</sup> and 23 <sup>rd</sup> April 2018	Ironfest 2018	Approved subject to standard condition.
Cricket NSW Matthew Tabbernor	Between 7.00am and 3.00pm on Wednesday 20 <sup>th</sup> September 2017.	Milo T20 Blast School Cup	Approved subject to standard condition.
<b>Watsford Oval, Lithgow</b>			
<b>User</b>	<b>Dates / Times</b>	<b>Purpose</b>	<b>Comments</b>
NSW Student Rugby League Bob Lennox	Between 3.00pm and 5.00pm on 6 <sup>th</sup> May 2017.	NSW Student Rugby League Training	Approved subject to standard condition.
Mac Ross	Between 21 <sup>st</sup> and 22 <sup>nd</sup> April 2018.	Ironfest 2018	Approved subject to standard condition.
<b>Jim Monaghan Athletics Oval, Lithgow</b>			
<b>User</b>	<b>Dates / Times</b>	<b>Purpose</b>	<b>Comments</b>
Natalie Van Der Velden	Between 1.30pm and 2.45pm on 4 <sup>th</sup> May 2017.	Coerwull Public School Cross Country	Approved subject to standard condition.
Mac Ross	Between 20 <sup>th</sup> and 23 <sup>rd</sup> April 2018	Ironfest 2018	Approved subject to standard condition.
Coerwull Public School Natalie Vander Velden	Between 8:30am and 3:00pm on 31 <sup>st</sup> May 2017. ( Back up date 7 <sup>th</sup> June 2017)	Athletics Carnival	Approved subject to standard condition.

The approved bookings calendars are updated after each Sports Advisory Committee meeting, and can be viewed and / or downloaded from Council's website <http://www.council.lithgow.com/recreationFacilities.html>

## **ACTION**

### **THAT**

1. All bookings detailed in Item 7 be approved; but
2. Ironfest is unable to use Glanmire Oval for parking on 21<sup>st</sup> and 22<sup>nd</sup> April 2018.

## **ITEM 8: PORTLAND CRICKET ASSOCIATION – NEW MEMBERS**

---

### **SUMMARY**

- Correspondence has been received from Portland Cricket Association advising of a change in Sports Advisory Committee delegates, being Darrin Fardell.

### **RECOMMENDATION**

**THAT** Council accepts Darrin Fardell as the Sports Advisory Committee representatives from Portland Cricket Association.

**MOVED:** P Hughes

**SECONDED:** T Nolan

## **ITEM 9: GENERAL BUSINESS**

---

### **SUMMARY**

#### **1. LETTER OF APPRECIATION**

Emily Thompson wrote to express her gratitude to Council in relation to the financial assistance given to support her with her trip to the U/15 Australian Hockey Championships in Moorebank.

#### **2. KREMER PARK – ATHLETICS CARNIVAL HIRE**

Notification was sent to schools in the Portland area advising that Kremer Park will no longer be hired out for Athletics Carnival bookings. It was discussed that due to the difficulty of the park not being properly equipped to accommodate for athletics carnivals, all future bookings would be on the Jim Monaghan Oval, Lithgow. Correspondence regarding the decision was received from the principle of Portland Central School expressing their disappointment and asking Council to reconsider the decision made.

I Stewart advised that Council will be notifying schools that Kremer Park will be available for Athletics carnival hire under the conditions that the school undertake the line marking requirements.

#### **3. YOUTH SPORT LEADERS SCHOLARSHIP CAMP**

Correspondence was received from the NSW Office of Sport regarding a Sporting Scholarship opportunity for young people between the ages of 16 and 22. This camp is designed to give young people the coaching skills, leadership development and motivation to contribute more to local community sport. The sport's for this year's camp are: AFL, Cricket, Basketball, Golf, Netball, Hockey, Rugby Union and Football. Applications close Friday 2<sup>nd</sup> June 2017.

#### **4. LITTLE ATHLETICS AND HIGH JUMP AREA UPGRADE**

C Healey advised that Lithgow Athletics are looking to create a Senior competition to follow the Juniors on Friday nights.

C Healey then advised that the high jump take-off and landing strips require an upgrade. It was suggested that they be concreted or synthetic turf be laid. T Nolan confirmed that synthetic turf would be the best option for this area.

#### **5. CROQUET CLUB WIN**

C Hawkins advised that the Lithgow Lightning Croquet Team won the 2017 Jamberoo Super 3's competition.

#### **6. MARJORIE JACKSON MAINTENANCE**

K Turner advised that there is a patch of loose gravel under the goalposts on field 2 that requires attention. S Johnson commented that he would complete any maintenance works to remediate this area. K Turner also commented that a disabled access parking spot and bollards needs to accompany the new disability access at the oval. T Nolan confirmed that this needs to be completed and he is currently looking for appropriate bollards. K Turner also advised that the old sign still needs to be removed.

#### **7. CONRAN OVAL**

D Whitty commented that the Cricket Association is looking for support from Council in relation to the installation of a watering system on Conran Oval. I Stewart advised that Council would have no problems in undertaking a joint venture for this work and that the Cricket Association would need to submit a proposal to begin negotiations.

#### **8. GRANTS**

R Marjoram reiterated that appropriate media be developed regarding the Sports Star Awards to help further promote the nomination process.

R Marjoram then asked if there would be a support person inside Council to help local sporting bodies when applying for grants, also asking which grants are available to apply for. Council will provide assistance to any sporting association seeking grants for infrastructure development and improvements.

#### **9. TONY LUCHETTI SPORTSGROUND**

P Hughes asked who holds responsibility for the lighting at Tony Luchetti Sportsground. T Nolan advised that it is up to the last scheduled team to turn the lights off at the end of the night. Discussion was had regarding an incident where the lights were turned off prematurely last week as a team was still training. T Nolan advised that if the teams using Tony Luchetti cannot negotiate appropriately then Council will investigate the Parks and Recreation team members turning the lights off at a set time each night.

#### **10. CONGRATULATIONS**

Clr Smith extended congratulations to Mr Brad De Losa on winning his 3<sup>rd</sup> World Championship at the Stihl Timbersports World Championships in Germany.

#### **11. NEW COMMITTEE**

Clr Smith advised that a new steering committee will be forming to undertake research for the development of a separate football stadium for Lithgow. It was suggested that to start the committee; P Glasson, P Morris, T Nolan, I Stewart, Clr Smith and E Trudgett will hold a meeting at 4.30pm before the next Sports Advisory.

## **ACTION**

**THAT** appropriate actions and reporting be undertaken in relation to the items raised during general business.

## **ITEM 10: NEXT MEETING**

---

**Next Meeting:** 5.00pm on Tuesday, 27<sup>th</sup> June 2017  
Council Chambers, Administration Building,  
180 Mort Street LITHGOW NSW 2790

---

**There being no further business the meeting closed at [Time]**

DRAFT



# Minutes

## Special Operations Committee Meeting 8<sup>th</sup> June 2017 4.00pm

Operations Committee	
Item Number	Agenda
1	Present And Apologies
2	Declaration Of Interests
3	Confirmation Of Minutes
4	Business Arising From The Minutes
5	Special Item: Revitalization of Main Street – Tenders
6	General Business
7	Next Meeting



**ITEM 1: PRESENT AND APOLOGIES**

---

**PRESENT:** Clr S Lesslie, Clr W McAndrew, Clr S Ring, Clr R Thompson

**APOLOGIES:** NIL

**OFFICERS:** G Faulkner, I Stewart, R Brownlow, J Edgecombe, E Shirt

**ITEM 2: DECLARATION OF INTERESTS**

---

**NIL**

**ITEM: 3 CONFIRMATION OF THE MINUTES FROM THE PREVIOUS MEETING**

---

**NIL – SPECIAL MEETING**

**ITEM 4: BUSINESS ARISING FROM THE MINUTES**

---

**NIL**

**ITEM 5: SPECIAL ITEM: REVITALIZATION OF MAIN STREET -TENDERS**

---

**SUMMARY**

The meeting considered a detailed report on the Main Street Revitalization project and in particular on tenders received for the first stage in the development of the revitalization action plan.

The revitalization action plan has identified priorities including the redevelopment of Cook Street plaza and establishment of a pedestrian precinct at the intersection of Eskbank Street and Main Street.

It was noted that this project was partly funded by Australian Government Department of Infrastructure and Redevelopment as part of the Government national Stronger Regions program and up to \$1,304,550.00 of funding was made available for the project. Council has provided funds in accordance with the Deed of Agreement. It was noted that \$174,813.00 has been spent to date and a further \$71,453.00 is committed to the design phase of the project. Open tenders were called under Section 55 under the Local Government Act and Section 167 of the Local Government Regulation of 2005 for the construction of the two projects, Four tenders were received and were well in excess of the funds available for the project. (The prices are currently withheld and are contained in the attached confidential report).

In order to enable the project to proceed a revision of the scope of the project was considered appropriate. This can be negotiated with the four tenderers and a revised tender can be submitted by the tenderers to match funds available. There are no further funds available from the funding source and the only other possible options are to accept a submitted tender and commit further Council funds to the project or terminate the project with a subsequent loss of grant funding.

## **RECOMMENDATION**

**THAT** Council

1. Not accept any of the tenders received and;
2. Negotiate with the four tenderers with a view to reducing the scope of the works to enable the tenders to be adjusted to match the funds available.

**MOVED:** Clr R Thompson

**SECONDED:** Clr S Ring

## **ITEM: 6      GENERAL BUSINESS**

---

### **1. PARK STREET PORTLAND , DRAINAGE**

#### **COMMENTARY**

That the open drain in Park Street, Portland requires cleaning

#### **ACTION**

**THAT** the drain be cleaned out when resources are in the locality.

**MOVED:** Clr S Ring

**SECONDED:** Clr R Thompson

### **2. FARMERS CREEK – NOXIOUS WEED REMOVAL**

#### **COMMENTARY**

Ongoing problems with trees and debris in the waterway area of the Farmers Creek.

#### **ACTION**

**THAT** Council discuss with the relevant authorities, the development of a strategy for the ongoing control and the removal of noxious weeds and trees from Farmers Creek and tributaries

**MOVED:** Clr W McAndrew

**SECONDED:** Clr S Ring

### **3. CONCRETE REPAIRS TO URBAN & RURAL ROADS**

For areas of high wear and tear it was suggested that the use of a concrete finish may extended life of the roads under heavy and continuous loads

#### **ACTION**

**THAT** the Council utilize a concrete road pavement at the Inch Street, Tank Street and Railway Parade intersection following water mains renewal in this location.

**MOVED:** Clr S Lesslie

**SECONDED:** Clr S Ring

**ITEM 7: NEXT MEETING**

---

**Next Meeting:** 4.00pm on Monday, To Be Advised  
Committee Room, Administration Building,  
180 Mort Street LITHGOW NSW 2790

---

**There being no further business the meeting closed at 0:00pm**



# MINUTES

Environmental Advisory Committee  
 31 May 2017  
 4pm Hartley Building

Name of Committee	
Item Number	Agenda
1	Welcome/present/ apologies
2	Election of Chairperson & Deputy Chairperson
3	Update on Hassan's Walls Reserve Plan of Management
4	Update on Feral Cat Control Program – Peter Evans
5	Weed Control Upper Macquarie County Council
6	Council Reserves with POM's
7	State of the Environment Report
8	Requirements for Agenda Items
9	General Business
10	Next meeting

**ENVIRONMENTAL ADVISORY COMMITTEE  
MEETING MINUTES  
WEDNESDAY 31 MAY 2017**

**ITEM 1 – WELCOME/PRESENT/APOLOGIES**

---

**PRESENT:** Councillor S Lesslie, Councillor C Coleman, Councillor S Ring, J Favel, S Graves, D Roebuck, C Hunter & P Evans.

**APOLOGIES:** T Kidd

**OFFICERS:** A Muir – Group Manager Environment & Development, D Cupitt – Team Leader Environment & Jemma Houlison (Minutes).

**DECLARATION OF INTEREST:** Nil.

**ITEM 2 - ELECTION OF CHAIRPERSON & DEPUTY CHAIRPERSON**

---

**THAT** Councillor S Lesslie be appointed Chairperson and Mr Col Hunter as Deputy Chairperson.

**MOVED:** Councillor S Lesslie           **SECONDED:** Councillor C Coleman

**CARRIED**

**ITEM 3 - UPDATE OF HASSANS WALLS RESERVE PLAN OF MANAGEMENT**

---

**COMMENTARY** – the Committee discussed their interest in being involved in the final stages of the Plan of Management. The committee is specifically interested in any concerns that have been brought up by the general public and funding allocation for each stage.

**COMMITTEE ACTION:**

**THAT** – the committee hold an extraordinary meeting to assess the final draft of the Hassan’s Walls Management Plan before the final adoption by Council. The date of the meeting to be set following consideration of submissions by the consultant.

**MOVED:** C Hunter                           **SECONDED:** Councillor S Ring

**CARRIED**

#### **ITEM 4 – UPDATE OF FERAL CAT CONTROL PROGRAM - PETER EVANS**

---

**COMMENTARY** – Peter Evans presented an update on the Feral Cat Program. Peter asked for further support and interest in the continuation of the program for a further 12 month period.

**COMMITTEE ACTION:**

**THAT** – the committee support the continuation of the Feral Cat Control Program for a further twelve months

**MOVED:** Councillor C Coleman

**SECONDED:** Councillor S Ring

**CARRIED**

#### **ITEM 5 - WEED CONTROL UPPER MACQUARIE COUNTY COUNCIL**

---

**COMMENTARY** – Councillor Lesslie gave the committee a brief update on the current status of UMCC stating they were underfunded and understaffed.

**COMMITTEE ACTION:**

**THAT** – the committee request Council draft a letter to Upper Macquarie County Council for Councillor Lesslie to present to the next meeting of the UMCC requesting the following and highlighting Council's concerns

- Seek a report outlining the current weed mapping for Lithgow LGA
- Request what weeds are prioritised in the Lithgow LGA
- Advise of Council's concerns of the current outbreak of Pampas Grass in the LGA

**MOVED:** Councillor S Ring

**SECONDED:** Councillor S Lesslie

**CARRIED**

## **ITEM 6 - COUNCIL RESERVES WITH PLAN OF MANAGEMENT'S (POM'S)**

---

**COMMENTARY** – The committee received information on the current reserves with Plans of Management being Hyde Park and Maiyingu Marragu.

### **COMMITTEE ACTION:**

**THAT** – the committee request a briefing on the current Plan of Management for Maiyingu Marragu from a representative from the Mingaan Wiraduri Aboriginal Corporation in respect to their views.

**MOVED:** Councillor S Ring

**SECONDED:** J Favell

**CARRIED**

## **ITEM 7 - STATE OF THE ENVIRONMENT REPORT**

---

**COMMENTARY** – The committee received information on the State of the Environment Report.

### **COMMITTEE ACTION:**

**THAT** – Committee members be provided with a link to Councils website to review the current State of the Environment Report 2016 to then discuss at the next meeting of the committee.

**MOVED:** Councillor S Lesslie

**SECONDED:** J Favell

**CARRIED**

## **ITEM 8 - REQUIREMENTS FOR AGENDA ITEMS**

---

**COMMENTARY** - The Group Manager of Environment and Development provided advice on the requirements for agenda items to be accepted. Firstly, they must accord to the Committees Terms of Reference. Secondly, there must be a short report or at least precis that explains the item.

### **COMMITTEE ACTION:**

**THAT** – Committee members familiarize themselves with the committee's Terms of Reference. Members to consult the Terms of Reference when suggesting Agenda items and provide a commentary with their proposed agenda items.

**MOVED:** A Muir

**SECONDED:** C Hunter

**CARRIED**

## ITEM 9 - GENERAL BUSINESS

---

### SUMMARY

#### 1. "Operation Cat"

A brief overview was presented to the committee regarding "Operation Cat" which is a partnership between LCC and The Cat Protection Society of NSW which will offer discount desexing for Pensioners and Health-care cardholders for the month of June.

#### 2. National Tree Day

P Evans asked what Council's plan was for National Tree Day. The committee was advised that Council is planning a tree planting day for Spring around either Blast Furnace or Farmers Creek. It was noted that Council's Land care Co-ordinator Rechelle Fisher is doing a fantastic job, increasing environmental awareness throughout the community through a range of environmental programs.

#### 3. Operational Plan budget of \$50,000 – Farmers Creek

The allocation in the current budget is to help leverage further funding to aid in the implementation of the Farmers Creek Masterplan. It was noted that LLS has already supplied \$40,000 for rehabilitation and weed control for the implementation of the plan.

#### 4. Solar Panels

It was noted that Councillor S Lesslie has requested investigation into the installation of Solar Panels on the Administration Building Roof.

#### 5. Community Nursery Representative

C Hunter noted that a representative from the Community Nursery has not been nominated to the EAC as per the Committee Terms of Reference.

### COMMITTEE ACTION:

**THAT** the information be noted and appropriate actions be undertaken in relation to the items raised in general business.

**MOVED:** Councillor S Lesslie

**SECONDED:** J Favell

**CARRIED**

## ITEM 10 - NEXT MEETING

---

The next scheduled meeting of the EAC is Wednesday 9 August 2017 at 4.00pm in the Hartley Meeting Room.

---

**There being no further business the meeting closed at 5.35pm**

**MOVED: J Favell**

**SECONDED: C Hunter**

**CARRIED**

2<sup>nd</sup> May 2017

Attention: Michael Wilson

Eskbank House Heritage Centre

[REDACTED]

**RE: Eskbank Railway Station**



Dear Michael,

Thanks for the opportunity to offer our services to ensure the longevity of this once proud, now neglected heritage building.

I consider the most prudent method to restore this important example of rail infrastructure is to turnaround the conditions that are causing its accelerated deterioration.



## **Priorities in the Conservation and Restoration of Eskbank Railway Station**

### **1: Safety**

- (a) Install temporary fencing, barricading to ensure safety of restoration workers by isolating any egress to railway tracks and also ensuring safety of Rail Corp, NSW Trains staff from building site dangers.

████████████████████

- (b) Inspect electrical wiring, switches, fuse box to ensure electrical safety.  
Isolate and provide construction power supply with Earth leakage circuit breaker.

████████████████████

The long term objective would be to upgrade electrical supply, wiring, switches etc. to current standards, whilst utilising original or matching heritage electrical hardware.

## **2: Ground levels**

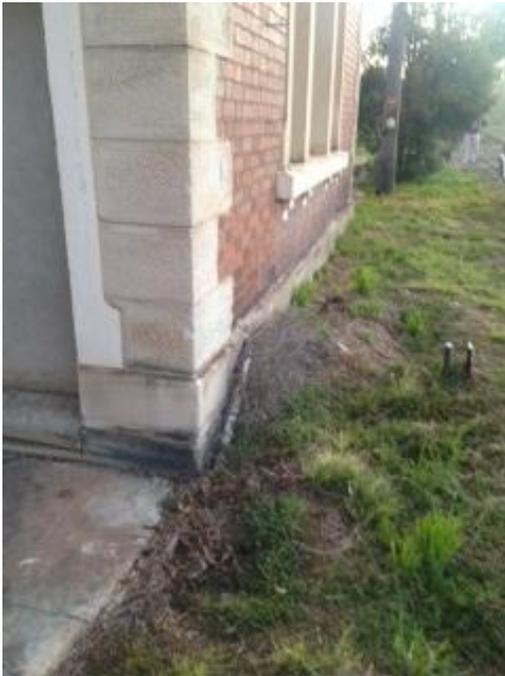
Much of the deterioration to Eskbank Station is occurring due to excessive ground moisture (rising damp).

Timber floors are rotting and suffering from white ant damage due to damp ground conditions.

I would advise to regrade external ground levels to ensure rain water runoff falls away from building.



### **Sub floor vent 'buried' under increased ground levels**



The Long term objective would be to remove all concrete and bitumen paving to ground level external to building and also remove all concrete slab floors within the building. It seems where the original timber floors have rotted out they have been replaced with concrete.

Concrete and bitumen seals the ground; this stops ground moisture from evaporating at ground level and forces excessive moisture into porous sandstone and brick walling. This excessive moisture held within walls then causes exfoliation and fretting of sandstone, damage to jointing and also causes wall plaster and render to become drummy, paint to peel, timber to rot etc.

I would advise a trial excavation to look for original ground level and original paving probably buried under concrete and bitumen.



After the trial excavation we can decide on the most beneficial and cost effective method of reinstating external paving levels back to original levels and surface finishes.

We can then also price for the external excavation cost.

Once we have decided on the extent of internal flooring to be reinstated back to timber flooring, I can then price this component.

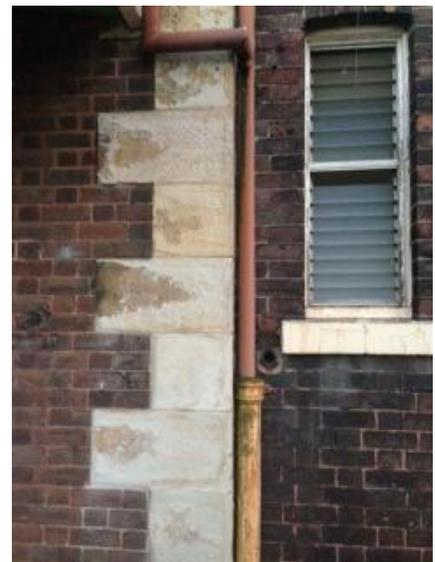
### **3: Rainwater**

Leaking rooves, gutters, down pipes, storm water pipes, all contribute to excessive ground moisture.

I would recommend to:

- \* inspect roof areas
- \*refasten loose roofing iron and ridges
- \*repair flashings to chimneys
- \*clear gutters of blockages, repair as required
- \*clear downpipes of obstructions, refasten where loose, replace where missing or leaking
- \*clear storm water lines of blockages, establish outlet positions
- \*provide additional storm water lines to downpipes currently out letting onto ground at base of walling

All downpipes to discharge into grated sumps connected to storm water. This will allow future access to downpipes and storm water lines for routine maintenance to clear blockages.

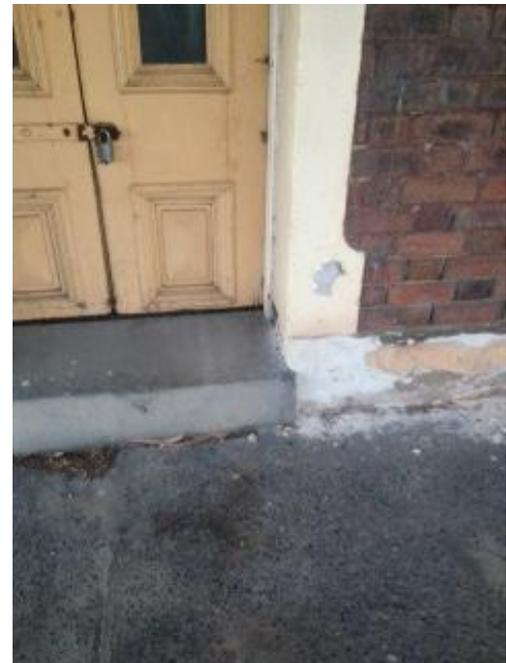


#### 4: Coatings

In many areas sandstone and brick walling has been coated in cement render and/or painted.

These coatings seal the surface and stop the porous masonry from 'breathing' forcing rising damp further up walling and increasing the area of walling suffering from fretting etc.

All of these coatings should be removed from external face of walling.



## 5: Reinstatement

The original brick and stone wall at the western end of station building has been demolished and a weatherboard addition built.

To remove the weatherboard addition and build in brick and stone end wall to match original design would reinstate the symmetry and return the building to its original design.



After the before mentioned works are carried out I would then propose to cut out severely fretted base course stones. New matching sandstone blocks would be laid on 20kg/m<sup>2</sup> lead flashings to reduce rising damp issues.

Cost dependent on extent of replacements.



One of the chimneys has lost its sandstone chimney capping. To supply, shape and install capping to match original, I would [REDACTED].



**Missing chimney capping (second from left)**

**New chimney capping made to match existing**



After the before mentioned items of work are carried out then further works can commence, such as:

**External –**

- \*repair and replacement of joinery items including – doors, windows, fascias
- \* preparing and painting
- \* repointing of joints to stone and brick walling

**Internal –**

- \* repalstering of walls

- \* painting and repairs
- \* reinstatement of joinery
- \*reinstatement of flooring
- \* glazing repairs, etc.

Hoping these recommendations give a direction to halt the ongoing deterioration of this once grand building and return it to its former glory.



Please feel free to contact me if I can be of any further assistance.

Please note all amounts are estimates excluding GST

Kind regards

Ron Lodewijks

**Stone Mason, Builder**  
**Builders License Number 38402**

**STONE RESTORATIONS PTY LTD**