

# **ORDINARY COUNCIL**

**Thursday 18 July 2024**



# Ordinary Council Meeting

Thursday, 18 July 2024

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**The Hon Paul Scully MP**

Minister for Planning and Public Spaces



Ref: IRF24/1443

Cr Peta Pinson

**Mayor**

Port Macquarie-Hastings Council

17 Burrawan Street

Port Macquarie NSW 2444

[mayor@pmhc.nsw.gov.au](mailto:mayor@pmhc.nsw.gov.au)

Dear Mayor

As you are aware, the NSW Government is taking immediate action to meet our commitment under the National Housing Accord to build 377,000 new well-located homes by June 2029 to help address the housing crisis.

Local government are a critical enabler of housing, assessing about 85 per cent of housing development applications (DA) in NSW. However, over the past two years, average council DA timeframes have increased by 37 per cent, from 83 in FY21/22 to 114 days in FY23/24, which is contributing to the delays in housing completions and costing the NSW economy at least \$89 million each year.

In line with the beginning of the National Housing Accord, and our shared commitment to addressing the housing crisis, I am providing an updated Ministerial Statement of Expectations Order [planning.nsw.gov.au/statement-of-expectations-order](https://planning.nsw.gov.au/statement-of-expectations-order).

This new Statement of Expectations sets out expectations for council performance in the areas of development assessment, planning proposals and strategic planning. The performance of councils in meeting this Statement of Expectations will be monitored and reported publicly, as will the Department of Planning, Housing and Infrastructure's timeframes for approval of planning proposals and state significant development.

Addressing the housing crisis is a shared responsibility, and all levels of government must do more.

The Government is also developing a program to support councils achieve local housing targets, reduce average DA timeframes and deliver more homes. We have started this through initiatives funding cadetships for planners in councils and opening a new TAFE course for para-planning. We've completed substantial work on the NSW Planning Portal and are introducing artificial intelligence to support further efficiencies in the local DA process and timely decision-making.

The attached document outlines the key performance metrics within the Statement of Expectations and the associated infrastructure grant funding program. Additional initiatives to support councils achieve faster assessments will be announced in the coming months to help local and State government deliver approvals and particularly homes more effectively.

With these measures, I am confident that councils in NSW can achieve a significant reduction in average DA timeframes and meet our Housing Accord commitments.

I appreciate your leadership and support for this critical work in the spirit of shared responsibility that underpins the National Housing Accord and I look forward to working with you and all councils across New South Wales to deliver more housing for our communities.

Yours sincerely

A handwritten signature in blue ink that reads "Paul Scully". The signature is written in a cursive, flowing style.

**Paul Scully MP**

Minister for Planning and Public Spaces

03/07/2024

## Attachment A

This Attachment provides an overview of the initial programs the NSW Government is proposing to support councils in determining more housing-related planning matters during the period of the National Housing Accord. More details of these programs and initiatives will be released in the coming months.

### Updated Statement of Ministerial Expectations

- The Ministerial Statement of Expectations establishes the planning-related expectations of the Minister for Planning and Public Spaces in terms of planning assessment performance. The updated Statement includes the expectation for councils to:
  - lodge DAs as soon as practical and within an average of:
    - 14 days from submission, from 1 July 2024 to 30 June 2025
    - 7 days from submission, from 1 July 2025 onwards
  - determine DAs as soon as practical and whichever is the lesser of council's previous financial year average, or an average of:
    - 115 days from lodgement, from 1 July 2024 to 30 June 2025
    - 105 days from lodgement, from 1 July 2025 to 30 June 2026
    - 95 days from lodgement, from 1 July 2026 to 30 June 2027
    - 85 days from lodgement, from 1 July 2027 onwards
  - assess Regionally Significant DAs and refer them to the relevant planning panel for determination as soon as practical and within an average of 250 days from lodgement.

### Department of Planning, Housing and Infrastructure Performance

- To assist with delivering major housing projects, the Department will be required to determine State Significant DAs for infill affordable housing and housing in transport-oriented development precincts within an average of 275 days from lodgement.
- As per the LEP Making Guidelines (August 2023) the Department must collaborate with councils to finalise planning proposals in 140 business days for basic proposals, 225 business days for standard proposals, 300 business days for complex proposals, and 380 business days for principal proposals.

### Resourcing and financial incentives

- The Department will establish a new \$200 million grant program that provides milestone payments to councils based on their performance in meeting the Statement of Expectations. These grants will be for use in improving critical local infrastructure.

- The Department has made \$5.6 million worth of funding for grants to councils to integrate AI and other digital solutions into the development assessment process.
- The Department is working with industry, local government and the private sector to support a skilled planning workforce through the Strong Start mentoring program as well as a new TAFE pathway into the planning profession.

# 1 Leadership and Governance

## What we are trying to achieve

A community that works together in decision making that is defined as ethically, socially and environmentally responsible.

## What the result will be

We will have:

- A community that has the opportunity to be involved in decision making
- Open, easy, meaningful, regular and diverse communication between the community and decision makers
- Partnerships and collaborative projects, that meet the community's expectations, needs and challenges
- Knowledgeable, skilled and connected community leaders
- Strong corporate management that is transparent

## How we will get there

- 1.1 Inform and engage with the community about what Council does using varied communication channels
- 1.2 Maintain strong partnerships between all stakeholders - local, state and federal — so that they are effective advocates for the community
- 1.3 Demonstrate leadership
- 1.4 Use innovative, efficient and sustainable practices
- 1.5 Ensure strong corporate and financial management that is transparent and accountable

2024 Council Election Referendum

## 2024 Referendum

Do you favour a reduction in the number of Port Macquarie-Hastings Councillors from nine to seven, comprising the Mayor and six Councillors?

### Vote Yes

to reduce Councillors from 9 to 7

- Fewer Councillors may improve cohesion and decision making for the benefit of the community.
- Reducing Councillor numbers is not unusual:
  - Central Coast Council to vote to reduce Councillors from 15 to 9 via referendum in 2024; and
  - Armidale Regional Council reduced Councillors from 11 to 9 effective September 2024.
- Along with state and federal members, electors in the Port Macquarie-Hastings region will have 11 representatives in total.
- Reduces Councillor Fee costs by \$60,322 per annum (\$30,161 per Councillor including superannuation and indexed annually) and other additional costs such as professional development and equipment costs.
- Fewer Councillors may increase advocacy, efficiency and effectiveness.

### Vote No

to maintain Councillors at 9

- More Councillors may increase representation that improves decision making for the benefit of the whole community.
- Port Macquarie-Hastings Councillor numbers were previously reduced from 11 to 9 in the 2003 referendum.
- All but 1 Regional Local Government Area in NSW has at least 9 Councillors. The average is 11.
- A growing population may require more, not less Councillors to provide adequate representation.
- More Councillors may mean a greater diversity of opinion, knowledge, people, and representation from surrounding townships.
- A reduction in numbers may result in an increase in Councillor workload, reduced opportunities to engage with the Community, reduced quality of representation and reduced consensus building.



## 2024 Council Election Referendum

## The Statistics

Note: Statistical information provided from 2021-2022 figures being the most current as available from [yourcouncil.nsw.gov.au](http://yourcouncil.nsw.gov.au)

### Comparison to all other Office of Local Government Category 5 Local Government Areas

Name	Population	Councillors (No.)	Pop. per Councillor	Area (Sq km)	Sq km per Councillor	Maximum Councillor Fee
Shellharbour	76,443	9	8,494	147	16.33	\$27,050
Port Stephens	75,282	10	7,528	858	85.80	\$27,050
Coffs Harbour <sup>4</sup>	78,738	9	8,749	1,174	130.44	\$27,050
Port Macquarie-Hastings <sup>4</sup>	86,585	9	9,621	3,682	409.11	\$27,050
Maitland	90,553	13	6,966	392	30.15	\$33,810
Mid-Coast <sup>4</sup>	96,425	11	8,766	10,054	914.00	\$27,050
Tweed <sup>4</sup>	97,151	7	13,879	1,308	186.86	\$33,810
Shoalhaven <sup>4</sup>	108,497	13	8,346	4,567	351.31	\$33,810
Newcastle	169,317	13	13,024	187	14.38	\$35,620
Lake Macquarie	213,967	14	15,283	649	46.36	\$33,810
Wollongong	214,657	13	16,512	684	52.62	\$35,620

<sup>4</sup> Denotes Local Water Authority

Source: [yourcouncil.nsw.gov.au](http://yourcouncil.nsw.gov.au)

### Comparison of Port Macquarie-Hastings Council Statistics with 9 or 7 Councillors

Population	Councillors (No.)	Pop. per Councillor	Area (Sq km)	Sq km per Councillor	Max Councillor Fee
86,585	9	9,621	3,682	409.11	\$27,050
86,585	7	12,369	3,682	526	\$27,050

### Comparison to other Nearby Local Government Areas

Name	Population	Councillors (No.)	Pop. per Councillor	Area (Sq km)	Sq km per Councillor	Max Councillor Fee
Bellingen <sup>4</sup>	13,197	7	1,885	1,600	228.57	\$18,340
Nambucca <sup>4</sup>	20,375	9	2,264	1,491	165.67	\$22,540
Armida <sup>4</sup>	29,332	11	2,667	7,809	709.91	\$27,050
Kempsey <sup>4</sup>	30,816	9	3,424	3,376	375.11	\$22,540
Clarence Valley <sup>4</sup>	54,180	9	6,020	10,429	1,158.78	\$27,050
Tamworth <sup>4</sup>	63,652	9	7,072	9,884	1,098.22	\$27,050
Port Macquarie-Hastings <sup>4</sup>	86,585	9	9,621	3,682	409.11	\$27,050
Central Coast <sup>4</sup>	348,379	15	23,225	1,681	112.07	\$35,620

<sup>4</sup> Denotes Local Water Authority

Source: [yourcouncil.nsw.gov.au](http://yourcouncil.nsw.gov.au)

\* **NOTE:** Central Coast Council is conducting a referendum at the 2024 Local Government election to reduce Councillor numbers from 15 to nine. Should this reduction be carried the figures are reflected below.

Central Coast <sup>4</sup>	348,379	9	38,709	1,681	186.78	\$35,620
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### State and Federal Representation

Electorate	Division	Electors (No.)	Members (No.)	Area (Sq km)
State	- Port Macquarie - Oxley	61,197 <sup>1</sup> 62,990 <sup>1</sup>	1 1	1,227 <sup>1</sup> 9,325 <sup>1</sup>
Federal	- Cowper - Lyne	129,887 <sup>3</sup> 124,687 <sup>3</sup>	1 1	7,296 <sup>2</sup> 16,099 <sup>2</sup>

Source:

- <sup>1</sup> [elections.nsw.gov.au/elections/find-my-electorate](http://elections.nsw.gov.au/elections/find-my-electorate)
- <sup>2</sup> [aec.gov.au/Elections](http://aec.gov.au/Elections)
- <sup>3</sup> [aec.gov.au/enrolling\\_to\\_vote/enrolment\\_stats](http://aec.gov.au/enrolling_to_vote/enrolment_stats)
- <sup>4</sup> [water.dpie.nsw.gov.au/our-work/local-water-utilities/entities-that-carry-out-water-supply-functions](http://water.dpie.nsw.gov.au/our-work/local-water-utilities/entities-that-carry-out-water-supply-functions)



# Port Macquarie Hastings Council Audit, Risk & Improvement Committee

## CHARTER

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Port Macquarie-Hastings Council has established an Audit, Risk and Improvement Committee in compliance with section 428A of the *Local Government Act 1993*, the *Local Government (General) Regulation 2021* and the Office of Local Government's *Guidelines for risk management and internal audit for local government in NSW*. This Charter sets out the Committee's objectives, authority, composition and tenure, roles and responsibilities, reporting and administrative arrangements.

### Objective

The objective of Council's Audit, Risk and Improvement Committee is to provide independent assurance to Council by monitoring, reviewing and providing advice about the Council's governance processes, compliance, risk management and control frameworks, external accountability obligations and overall performance.

### Independence

The Committee is to be independent to ensure it has no real or perceived bias or conflicts of interest that may interfere with its ability to act independently and to provide Council with robust, objective and unbiased advice and assurance.

The Committee is to have an advisory and assurance role only and is to exercise no administrative functions, delegated financial responsibilities or any management functions of the Council. The Committee will provide independent advice to the Council that is informed by the Council's internal audit and risk management activities and information and advice provided by staff, relevant external bodies and subject matter experts.

The Committee must always ensure it maintains a direct reporting line to and from the Council's internal audit function and act as a mechanism for internal audit to report to the governing body and the Chief Executive Officer on matters affecting the performance of the internal audit function.

### Authority

Council authorises the Committee, for the purposes of exercising its responsibilities, to:

- access any information it needs from the Council
- use any Council resources it needs
- have direct and unrestricted access to the Chief Executive Officer and senior management of the Council
- seek the Chief Executive Officer's permission to meet with any other Council staff member or contractor
- discuss any matters with the external auditor or other external parties
- request the attendance of any employee at Committee meetings, and

- obtain external legal or other professional advice in line with councils' procurement policies.

Information and documents pertaining to the Committee are confidential and are not to be made publicly available. The Committee may only release Council information to external parties that are assisting the Committee to fulfil its responsibilities with the approval of the Chief Executive Officer, except where it is being provided to an external investigative or oversight agency for the purpose of informing that agency of a matter that may warrant its attention.

## Composition and tenure

The Committee consists of an independent chairperson and **two** independent members who have voting rights and one non-voting Councillor (**as determined by resolution of Council**), as required under the *Local Government (General) Regulation 2021*. **Council may appoint an alternate non-voting Councillor by resolution to attend the Committee in the event the primary Councillor member is unavailable to attend a meeting.**

The governing body is to appoint the chairperson and members of the Committee. Current Committee members are:

Stephen Coates	Independent chairperson (voting)
Mel Jacobs	Independent member (voting)
Kerry Phillips	Independent member (voting)
Councillor Adam Roberts	Councillor member (non-voting)
<b>Councillor Danielle Maltman</b>	<b>Alternate Councillor member</b>

All Committee members must meet the independence and eligibility criteria prescribed under the *Local Government (General) Regulation 2021*.

Members will be appointed for up to a four-year term. Members can be reappointed for one further term, but the total period of continuous membership cannot exceed eight years. This includes any term as chairperson of the Committee. Members who have served an eight-year term (either as a member or as chairperson) must have a two-year break from serving on the Committee before being appointed again. To preserve the Committee's knowledge of the Council, ideally, no more than one member should retire from the Committee because of rotation in any one year.

The terms and conditions of each member's appointment to the Committee are to be set out in a letter of appointment. New members will be thoroughly inducted to their role and receive relevant information and briefings on their appointment to assist them to meet their responsibilities. Prior to approving the reappointment or extension of the chairperson's or an independent member's term, the governing body is to undertake an assessment of the chairperson's or Committee member's performance. Reappointment of the chairperson or a Committee member is also to be subject to that person still meeting the independence and eligibility requirements prescribed under the *Local Government (General) Regulation 2021*.

Members of the Committee must possess and maintain a broad range of skills, knowledge and experience relevant to the operations, governance and financial management of the Council, the environment in which the Council operates, and the contribution that the Committee makes to the Council. At least one member of the Committee must have accounting or related financial management experience with an understanding of accounting and auditing standards in a local government environment. All members should have sufficient understanding of the Council's financial reporting responsibilities to be able to contribute to the Committee's consideration of the Council's annual financial statements.

## Role

As required under section 428A of the *Local Government Act 1993* (the Act), the role of the Committee is to review and provide independent advice to the Council regarding the following aspects of the Council's operations:

- compliance
- risk management
- fraud control
- financial management
- governance
- implementation of the strategic plan, delivery program and strategies
- service reviews
- collection of performance measurement data by the Council, and
- internal audit.

The Committee must also provide information to the Council for the purpose of improving the Council's performance of its functions.

The Committee's specific audit, risk and improvement responsibilities under section 428A of the Act are outlined in Schedule 1 to this Charter.

The Committee will act as a forum for consideration of the Council's internal audit function and oversee its planning, monitoring and reporting to ensure it operates effectively.

The Committee has no power to direct external audit or the way it is planned and undertaken but will act as a forum for the consideration of external audit findings.

The Committee is directly responsible and accountable to the governing body for the exercise of its responsibilities. In carrying out its responsibilities, the Committee must at all times recognise that primary responsibility for management of the Council rests with the governing body and the Chief Executive Officer.

The responsibilities of the Committee may be revised or expanded in consultation with, or as requested by, the governing body from time to time.

## Responsibilities of members

### Independent members

The chairperson and members of the Committee are expected to understand and observe the requirements of the Office of Local Government's *Guidelines for risk management and internal audit for local government in NSW*. Members are also expected to:

- make themselves available as required to attend and participate in meetings
- contribute the time needed to review and understand information provided to it
- apply good analytical skills, objectivity and judgement
- act in the best interests of the Council
- have the personal courage to raise and deal with tough issues, express opinions frankly, ask questions that go to the fundamental core of the issue and pursue independent lines of inquiry
- maintain effective working relationships with the Council

- have strong leadership qualities (chairperson)
- lead effective Committee meetings (chairperson), and
- oversee the Council's internal audit function (chairperson).

## Councillor members

To preserve the independence of the Committee, the Councillor member of the Committee is a non-voting member. Their role is to:

- relay to the Committee any concerns the governing body may have regarding the Council and issues being considered by the Committee
- provide insights into local issues and the strategic priorities of the Council that would add value to the Committee's consideration of agenda items
- advise the governing body (as necessary) of the work of the Committee and any issues arising from it, and
- assist the governing body to review the performance of the Committee.

Issues or information the Councillor member raises with or provides to the Committee must relate to the matters listed in Schedule 1 and issues being considered by the Committee.

The Councillor member of the Committee must conduct themselves in a non-partisan and professional manner. The Councillor member of the Committee must not engage in any conduct that seeks to politicise the activities of the Committee or the internal audit function or that could be seen to do so.

If the Councillor member of the Committee engages in such conduct or in any other conduct that may bring the Committee and its work into disrepute, the chairperson of the Committee may recommend to the Council, that the Councillor member be removed from membership of the Committee. Where the Council does not agree to the Committee chairperson's recommendation, the Council must give reasons for its decision in writing to the chairperson.

## Conduct

Independent Committee members are required to comply with the Council's code of conduct. Complaints alleging breaches of the Council's code of conduct by an independent Committee member are to be dealt with in accordance with the *Procedures for the Administration of the Model Code of Conduct for Local Councils in NSW*. The Chief Executive Officer must consult with the governing body before taking any disciplinary action against an independent Committee member in response to a breach of the Council's code of conduct.

## Conflicts of interest

Once a year, Committee members must provide written declarations to the Council stating that they do not have any conflicts of interest that would preclude them from being members of the Committee. Independent Committee members are 'designated persons' for the purposes of the Council's code of conduct and must also complete and submit returns of their interests.

Committee members and observers must declare any pecuniary or non-pecuniary conflicts of interest they may have in a matter being considered at the meeting at the start of each meeting or as soon as they become aware of the conflict of interest. Where a Committee member or observer declares a pecuniary or a significant non-pecuniary conflict of interest, they must remove themselves from Committee deliberations on the issue. Details of conflicts of interest declared at meetings must be appropriately minuted.

## Standards

Committee members are to conduct their work in accordance with the International Standards for the Professional Practice of Internal Auditing issued by the Institute of Internal Auditors and AS ISO 31000:2018 Risk Management, where applicable.

## Work plans

The work of the Committee is to be thoroughly planned and executed. The Committee must develop a strategic work plan every four years to ensure that the matters listed in Schedule 1 are reviewed by the Committee and considered by the internal audit function when developing their risk-based program of internal audits. The strategic work plan must be reviewed at least annually to ensure it remains appropriate.

The Committee may, in consultation with the governing body, vary the strategic work plan at any time to address new or emerging risks. The governing body may also, by resolution, request the Committee to approve a variation to the strategic work plan. Any decision to vary the strategic work plan must be made by the Committee.

The Committee must also develop an annual work plan to guide its work, and the work of the internal audit function over the forward year.

The Committee may, in consultation with the governing body, vary the annual work plan to address new or emerging risks. The governing body may also, by resolution, request the Committee to approve a variation to the annual work plan. Any decision to vary the annual work plan must be made by the Committee.

When considering whether to vary the strategic or annual work plans, the Committee must consider the impact of the variation on the internal audit function's existing workload and the completion of pre-existing priorities and activities identified under the work plan.

## Assurance reporting

The Committee must regularly report to the Council to ensure that it is kept informed of matters considered by the Committee and any emerging issues that may influence the strategic direction of the Council or the achievement of the Council's goals and objectives.

The Committee will provide an update to the governing body and the Chief Executive Officer of its activities and opinions after every Committee meeting.

The Committee will provide an annual assessment to the governing body and the Chief Executive Officer on the Committee's work and its opinion on how the Council is performing.

The Committee will provide a comprehensive assessment every council term of the matters listed in Schedule 1 to the governing body and the Chief Executive Officer.

The Committee may at any time report to the governing body or the Chief Executive Officer on any other matter it deems of sufficient importance to warrant their attention. The Mayor and the chairperson of the Committee may also meet at any time to discuss issues relating to the work of the Committee.

Should the governing body require additional information, a request for the information may be made to the chairperson by resolution. The chairperson is only required to provide the information requested by the governing body where the chairperson is satisfied that it is reasonably necessary for the governing body to receive the information for the purposes of performing its functions under the Local Government Act. Individual Councillors are not entitled to request or receive information from the Committee.

## Administrative arrangements

## Meetings

The Committee will meet at least 4 times per year, plus a special meeting to review the Council's financial statements.

The Committee can hold additional meetings when significant unexpected issues arise, or if the chairperson is asked to hold an additional meeting by a Committee member, the Chief Executive Officer or the governing body.

Committee meetings can be held in person, by telephone or videoconference. Proxies are not permitted to attend meetings if a Committee member cannot attend.

A quorum will consist of a majority of independent voting members. Where the vote is tied, the chairperson has the casting vote.

The chairperson of the Committee will decide the agenda for each Committee meeting. Each Committee meeting is to be minuted to preserve a record of the issues considered and the actions and decisions taken by the Committee.

The Mayor, Chief Executive Officer and the internal auditor ~~should~~ may attend Committee meetings as non-voting observers. The external auditor (or their representative) is to be invited to each Committee meeting as an independent observer. The chairperson can request the Council's Chief Finance Officer or equivalent, head of risk management function or equivalent, senior managers or equivalent, any Councillors, any employee/contractor of the council and any subject matter expert to attend Committee meetings. Where requested to attend a meeting, persons must attend the meeting where possible and provide any information requested. Observers have no voting rights and can be excluded from a meeting by the chairperson at any time.

The Committee can hold closed meetings whenever it needs to discuss confidential or sensitive issues with only voting members of the Committee present.

The Committee must meet separately with the internal audit coordinator and the Council's external auditor at least once each year.

Any matter of meeting procedure not adequately addressed in this Charter shall be determined by the chairperson.

## Dispute resolution

Members of the Committee and the Council's management should maintain an effective working relationship and seek to resolve any differences they may have in an amicable and professional way by discussion and negotiation.

In the event of a disagreement between the Committee and the Chief Executive Officer or other senior managers, the dispute is to be resolved by the governing body.

Unresolved disputes regarding compliance with statutory or other requirements are to be referred to the Departmental Chief Executive of the Office of Local Government in writing.

## Secretariat

The Chief Executive Officer will nominate a staff member to provide secretariat support to the Committee. The secretariat will ensure the agenda for each meeting and supporting papers are circulated after approval from the chairperson at least 1 week before the meeting and ensure that minutes of meetings are prepared and maintained. Minutes must be approved by the chairperson and circulated within 1 week of the meeting to each member.

## Resignation and dismissal of members



Where the chairperson or a Committee member is unable to complete their term or does not intend to seek reappointment after the expiry of their term, they should give 3 months notice to the chairperson and the governing body prior to their resignation to allow the Council to ensure a smooth transition to a new chairperson or Committee member.

The governing body can, by resolution, terminate the appointment of the chairperson or an independent Committee member before the expiry of their term where that person has:

- breached the Council's code of conduct
- performed unsatisfactorily or not to expectations
- declared, or is found to be in, a position of a conflict of interest which is unresolvable
- been declared bankrupt or found to be insolvent
- experienced an adverse change in business status
- been charged with a serious criminal offence
- been proven to be in serious breach of their obligations under any legislation, or
- experienced an adverse change in capacity or capability.

The position of a Councillor member on the Committee can be terminated at any time by the governing body by resolution.

## Review arrangements

At least once every council term, the governing body must review or arrange for an external review of the effectiveness of the Committee.

This Charter must be reviewed annually by the Committee and once each council term by the governing body. Any substantive changes are to be approved by the governing body.

## Further information

For further information on Council's Audit, Risk and Improvement Committee, contact Council's Group Manager Governance, Michael Ferguson.

Reviewed by chairperson of the Audit, Risk and Improvement Committee  
signed  
date

Reviewed by Council in accordance with a resolution of the governing body.  
signed  
date  
resolution reference

Next review date: date



## Schedule 1 Audit, risk and improvement Committee responsibilities

## 1. Audit

### 1.1 Internal audit

- Provide overall strategic oversight of internal audit activities .
- Act as a forum for communication between the governing body, Chief Executive Officer, senior management, the internal audit function and external audit .
- Coordinate, as far as is practicable, the work programs of internal audit and other assurance and review functions
- Review and advise:
  - on whether the Council is providing the resources necessary to successfully deliver the internal audit function
  - if the Council is complying with internal audit requirements, including conformance with the International Professional Practices Framework
  - if the Council's internal audit charter is appropriate and whether the internal audit policies and procedures and audit/risk methodologies used by the Council are suitable
  - of the strategic four-year work plan and annual work plan of internal audits to be undertaken by the Council's internal audit function
  - if the Council's internal audit activities are effective, including the performance of the internal audit coordinator and the internal audit function
  - of the findings and recommendations
  - of internal audits conducted, and corrective actions needed to address issues raised
  - of the implementation by the Council of these corrective actions
  - on the appointment of the internal audit coordinator and external providers, and
  - if the internal audit function is structured appropriately and has sufficient skills and expertise to meet its responsibilities

### 1.2 External audit

- Act as a forum for communication between the governing body, Chief Executive Officer, senior management, the internal audit function and external audit
- Coordinate as far as is practicable, the work programs of internal audit and external audit.
- Provide input and feedback on the financial statement and performance audit coverage proposed by external audit and provide feedback on the audit services provided Risk
- Review all external plans and reports in respect of planned or completed audits and monitor council's implementation of audit recommendations
- Provide advice to the governing body and/or Chief Executive Officer on action taken on significant issues raised in relevant external audit reports and better practice guides

## 2. Risk

### 2.1 Risk management

Review and advise:

- if Council has in place a current and appropriate risk management framework that is consistent with the Australian risk management standard,
- whether the Council is providing the resources necessary to successfully implement its risk management framework if risk management is integrated across all levels of Council and across all processes, operations, services, decision-making, functions and reporting,
- whether the Council's risk management framework is adequate and effective for identifying and managing the risks the Council faces, including those associated with individual projects, programs and other activities
- if risk management is integrated across all levels of the Council and across all processes, operations, services, decision-making, functions and reporting ,
- of the adequacy of risk reports and documentation, for example, the Council's risk register and risk profile
- whether a sound approach has been followed in developing risk management plans for major projects or undertakings
- whether appropriate policies and procedures are in place for the management and exercise of delegations
- if the Council has taken steps to embed a culture which is committed to ethical and lawful behaviour
- if there is a positive risk culture within the Council and strong leadership that supports effective risk management
- of the adequacy of staff training and induction in risk management
- of how the Council's risk management approach impacts on the Council's insurance arrangements
- of the effectiveness of the Council's management of its assets, and
- of the effectiveness of business continuity arrangements, including business continuity plans, disaster recovery plans and the periodic testing of these plans.

### 2.2 Internal controls

Review and advise:

- whether Council's approach to maintaining an effective internal audit framework, including over external parties such as contractors and advisors, is sound and effective,
- whether Council has in place relevant policies and procedures and that these are periodically reviewed and updated,
- whether appropriate policies and procedures are in place for the management and exercise of delegations,
- whether staff are informed of their responsibilities and processes and procedures to implement controls are complied with,
- if Council's monitoring and review of controls is sufficient, and
- if internal and external audit recommendations to correct internal control weaknesses are implemented appropriately.

## 2.3 Compliance

Review and advise of the adequacy and effectiveness of Council's compliance framework, including:

- if Council has appropriately considered legal and compliance risks as part of Council's risk management framework,
- how the Council manages its compliance with applicable laws, regulations, policies, procedures, codes and contractual arrangements, and
- whether appropriate processes are in place to assess compliance.

## 2.4 Fraud and corruption

Review and advise of the adequacy and effectiveness of Council's fraud and corruption prevention framework and activities, including whether appropriate processes and systems are in place to capture and effectively investigate fraud-related information.

## 2.5 Financial management

Review and advise:

- if Council complying with accounting standards and external accountability requirements,
- of the appropriateness of Council's accounting policies and disclosures,
- of the implications for Council of the findings of external audits and performance audits and Council's responses and implementation of recommendations,
- whether Council's financial statement preparation procedures and timelines are sound,
- the accuracy of Council's annual financial statements prior to external audit, including:
  - management compliance/representations,
  - significant accounting and reporting issues,
  - the methods used by Council to account for significant or unusual transactions and areas of significant estimates or judgements, and
  - appropriate management signoff on the statements.
- if effective processes are in place to ensure financial information included in Council's report is consistent with signed financial statements,
- if Council's financial management processes are adequate,
- the adequacy of cash management policies and procedures,
- if there are adequate controls over financial processes, for example:
  - appropriate authorisation and approval of payments and transactions,
  - adequate segregation of duties,
  - timely reconciliation of accounts and balances, and
  - review of unusual and high value purchases.
- if policies and procedures for management review and consideration of the financial position and performance of Council are adequate, and
- if Council's grants and tied funding policies and procedures are sound.

## 2.6 Governance

Review and advise of the adequacy of Council governance framework:

- decision-making processes,
- implementation of governance policies and procedures,
- reporting lines and accountability,
- assignment of key roles and responsibilities,
- committee structure,
- management oversight responsibilities,
- human resources and performance management activities,
- reporting and communication activities,
- information and communications technology (ICT) governance, and
- management and governance of the use of data, information and knowledge.

## 3. Improvement

### 3.1 Strategic planning

Review and advise:

- of the adequacy and effectiveness of Council's integrated, planning and reporting (IP&R) processes,
- if appropriate reporting and monitoring mechanisms are in place to measure progress against objectives, and
- whether Council is successfully implementing and achieving its IP&R objectives and strategies.

### 3.2 Service reviews and business improvement

Review and advise:

- Act as a forum for communication and monitoring of any audits conducted by external bodies and the implementation of corrective actions (for example, NSW government agencies, Commonwealth government agencies, insurance bodies)
- Review and advise the **Council**:
  - If the **Council** has robust systems to set objectives and goals to determine and deliver appropriate levels of service to the community and business performance
  - if appropriate reporting and monitoring mechanisms are in place to measure service delivery to the community and overall performance, and
  - how the **Council** can improve its service delivery and the **Council's** performance of its business and functions generally

### 3.3 Performance data and measurement

Review and advise:

- if Council has a robust system to determine appropriate performance indicators to measure the achievement of its strategic objectives,
- if the performance indicators Council uses are effective, and
- of the adequacy of performance data collection and reporting.

DRAFT

Port Macquarie-Hastings Contracts Register									
Class 1 Contracts									
Contract Date	Contract Class	Contract No.	Contract Title	Description of the Contract	Contractor Name	Expiry Date	Contract Duration	Options	Estimated Amount (Inc GST)
26/04/2024	Class 1	2023.034.05 (LG808-4)	Human Resources (HR) - Permanent and Temporary Placements and Associated Services	Human Resources (HR) - Permanent and Temporary Placements and Associated Services - Network Engineer- Engineering level administration, design, implementation, support and troubleshooting of network systems.	Hays Specialist Recruitment (Australia) Pty Limited	25/03/2025	12 Months	Nil.	\$222,671.99
1/04/2024	Class 1	2023.115 (LGP213-3-Option 1)	Supply and Delivery of Bulk Bitumen Emulsion	Supply and Delivery of Bulk Bitumen Emulsion	Fulton Hogan Industries Pty Ltd	31/03/2029	3 Years	Two x One year	Schedule of Rates

Port Macquarie-Hastings Contracts Register									
Class 2 & 3 Contracts									
Contract Date	Contract Class	Contract No.	Contract Title	Description of the Contract	Contractor Name	Expiry Date	Contract Duration	Options	Estimated Amount (Inc GST)
30/04/2024	Class 2	2023.089	Nobbys Beach Kenny Walk Construction	Nobbys Beach Kenny Walk Construction	Alliance Construction Group Pty Ltd	Tendered program	As per Program	N/A	\$736,023.02
13/06/2024	Class 2	2024.003	Construction of a Concrete Water Tank at Cairncross Waste Management Facility	Construction of a Concrete Water Tank at Cairncross WMF	Eire Constructions Pty Ltd	Tendered Program	As per Program	N/A	\$682,641.76



## Monthly Investment Review



As at June 2024

Arlo Advisory Pty Ltd  
ABN: 55 668 191 795  
Authorised Representative of InterPrac Financial Planning Pty Ltd  
AFSL 246 638  
Phone: +61 2 9053 2987  
Email: [michael.chandra@arloadvisory.com.au](mailto:michael.chandra@arloadvisory.com.au) / [melissa.villamin@arloadvisory.com.au](mailto:melissa.villamin@arloadvisory.com.au)  
125 Middle Harbour Road, East Lindfield NSW 2070

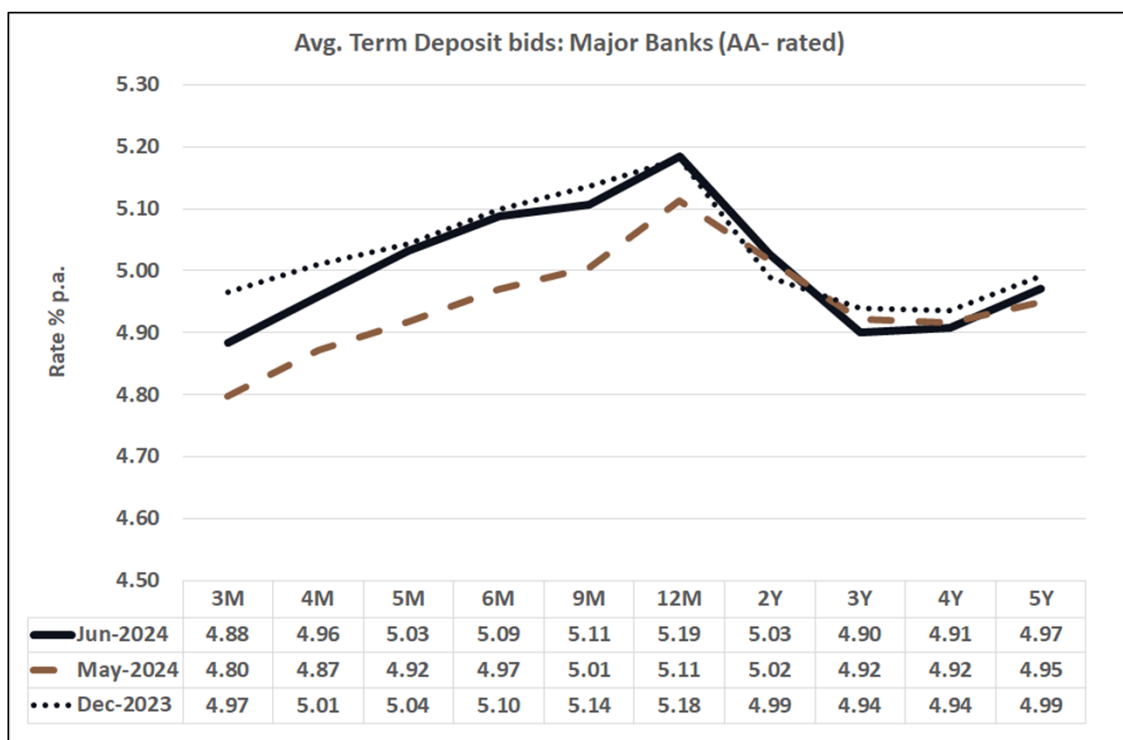




## Market Update Summary

In June, financial markets continue to reprice the time of rate cuts across several developed countries. Domestically, the market is now actually forecasting the small chance of a hike in coming months in response to ongoing inflationary pressures.

In the deposit market, over June, the average deposit rates offered by the major banks at the short-end (up to 12 months) rose between 8–11bp following the higher than expected monthly inflation figure. In the medium–longer term (2–5 years), the average bids from the major banks remained relatively flat, reflective of the market still factoring rate cuts in future years. The deposit curve is largely back to where it was 6 months ago (Dec 2023).



Source: Imperium Markets

With a global economic downturn and interest rate cuts still being priced over the next 18–24 months, investors should consider diversifying and taking an 'insurance policy' against a potentially lower rate environment by investing across 2–5 year fixed deposits, targeting rates above 5% p.a. (small allocation only).



## Port Macquarie–Hasting Council's Portfolio Summary

### Compliance

Compliance Measure	Within Policy Limits (Y/N)	Reason if Not Compliant
Term to Maturity	Yes – Compliant	n/a
Counterparty	Yes – Compliant	n/a
Credit Quality	Yes – Compliant	n/a

### Performance

As at 30/06/2024	1m (actual)	1m (% p.a.)	FYTD (actual)	FYTD (% p.a.)
AusBond Bank Bill Index	0.35%	4.43%	4.37%	4.37%
<b>Council's Portfolio<sup>^</sup></b>	<b>0.27%</b>	<b>3.32%</b>	<b>3.02%</b>	<b>3.02%</b>
Relative Performance	-0.08%	-1.11%	-1.35%	-1.35%

<sup>^</sup>Total portfolio performance excludes Council's cash account holdings.

## Council's Portfolio & Compliance

### Asset Allocation

The portfolio is predominately directed to fixed term deposits (90.21%). The remainder of the portfolio is directed to fixed bonds with the Northern Territory Treasury Corporation (4.79%) and the overnight cash account with Westpac (5.00%).

Senior FRNs remain relatively attractive as spreads have generally widened over the past ~2 years – new issuances should now be considered again on a case by case scenario. In the interim, staggering a mix of fixed deposits between 12 months to 3 years remains a more optimal strategy to maximise returns over a longer-term cycle.

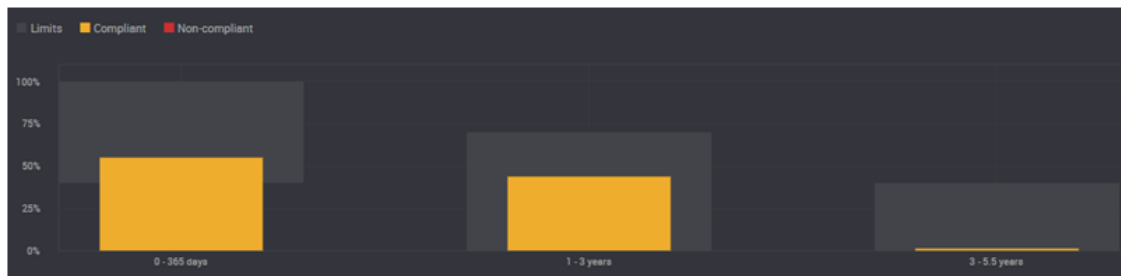
With interest rate cuts and a global economic downturn being priced in coming years, investors can choose to allocate a small proportion of longer-term funds and undertake an insurance policy against any potential future rate cuts by investing across 2–5 year fixed deposits, locking in and targeting yields above 5% p.a.





### Term to Maturity

All maturity limits (minimum and maximum) comply with the Investment Policy. Short-Medium Term (1-3 years) assets account for around 45% of the total investment portfolio, with capacity of around \$104m remaining. Future investments should be directed to the 1-5 year horizon as this is where we currently see the best value to maximise returns over a longer-term cycle.



Where there is (counterparty) capacity to invest in attractive 1-5 year investments, we recommend this be allocated to new any remaining attractive fixed term deposits or potentially newly issued senior FRNs (refer to respective sections below).

Compliant	Horizon	Invested (\$)	Invested (%)	Min. Limit (%)	Max. Limit (%)	Available (\$)
✓	0 – 1 year	\$218,946,338	52.44%	40%	100%	\$198,500,000
✓	1 - 3 years	\$188,500,000	45.17%	0%	70%	\$103,650,167
✓	3 – 5½ years	\$10,000,000	2.40%	0%	40%	\$156,942,952
✓	5½ - 10 years	\$0	0.00%	0%	10%	\$41,735,738
		<b>\$417,446,338</b>	<b>100.00%</b>			



### Counterparty

As at the end of June 2024, Council did not have an overweight position to any single ADI. Overall, the portfolio is diversified across the investment grade credit spectrum (rated BBB- or higher).

Compliant	Issuer	Rating	Invested (\$)	Invested (%)	Max. Limit (%)	Available (\$)
✓	NAB	AA-	\$77,000,000	18.45%	30.00%	\$48,233,901
✓	North. Territory	AA-	\$20,000,000	4.79%	30.00%	\$105,233,901
✓	Westpac	AA-	\$64,446,338	15.44%	30.00%	\$60,787,563
✓	Suncorp	A+	\$23,000,000	5.51%	20.00%	\$60,489,268
✓	ICBC Sydney	A	\$67,000,000	16.05%	20.00%	\$16,489,268
✓	ING Bank	A	\$69,000,000	16.53%	20.00%	\$14,489,268
✓	BOQ	A-	\$4,000,000	0.96%	20.00%	\$79,489,268
✓	AMP Bank	BBB+	\$3,000,000	0.72%	10.00%	\$38,744,634
✓	Aust. Military	BBB+	\$8,000,000	1.92%	10.00%	\$33,744,634
✓	Bank of Us	BBB+	\$10,000,000	2.40%	10.00%	\$31,744,634
✓	BankVIC	BBB+	\$17,000,000	4.07%	10.00%	\$24,744,634
✓	Hume Bank	BBB+	\$3,000,000	0.72%	10.00%	\$38,744,634
✓	P&N Bank	BBB+	\$40,000,000	9.58%	10.00%	\$1,744,634
✓	Auswide Bank	BBB	\$7,000,000	1.68%	10.00%	\$34,744,634
✓	MyState Bank	BBB	\$5,000,000	1.20%	10.00%	\$36,744,634
			<b>\$417,446,338</b>	<b>100.00%</b>		

In early April 2024, BoQ and Bendigo-Adelaide were upgraded by S&P from BBB+ to A-. Several other regional mutual banks were upgraded from BBB to BBB+. This has resulted in increased capacity to invest in the "BBB" rated category (see next sections).

In February 2024, ANZ's takeover of Suncorp was given the green light by the Australian Competition Tribunal (ACT), six months after the Australian Competition and Consumer Commission (ACCC) blocked the deal on the grounds that it could lessen competition in the mortgage market. As such, Suncorp's assets are likely to be upgraded to AA- in the near future by S&P within the next few months (but also they may be flagged as an ADI lending to the fossil fuel industry in future).



### Fossil Fuel Investments

#### What is Council's current exposure to institutions that fund fossil fuels?

Using the following link <http://www.marketforces.org.au/banks/compare>, based on the Council's investment portfolio balance as at 30/06/2024 (\$417.45m), we can roughly estimate that ~72% of the investments have some form of exposure.

Council's exposure is summarised as follows:

Counterparty	Credit Rating	Funding Fossil Fuel
NAB	AA-	Yes
NTTC	AA-	Yes
WBC	AA-	Yes
Suncorp	A+	No^^
ICBC, Sydney	A	Yes
ING Bank Australia	A	Yes
BoQ	A-	No
AMP Bank	BBB+	Yes
Australian Military	BBB+	No
Bank of Us	BBB+	No
BankVIC	BBB+	No
Hume Bank	BBB+	No
P&N Bank	BBB+	No
Auswide	BBB	No
MyState Bank	BBB	No

Source: <https://www.marketforces.org.au/info/compare-bank-table/>

^^Likely to be "Yes" once the official takeover by ANZ is formalised

Funding Fossil Fuel	Amount	Invested %	Wgt. Avg. Yield % p.a.
Yes	\$300,446,338	72%	2.92%
No	\$117,000,000	28%	4.35%
<b>Total / Wgt. Avg.</b>	<b>\$417,446,338</b>	<b>100%</b>	<b>3.32%</b>

**Transition to investments without major exposure to fossil fuels**

Council has not made a decision to divest from the current portfolio of investments which have exposure to fossil fuels. To do so would have unfavourable implications to the credit quality, rating and interest income forecasts.

However, where possible, and within the ministerial and policy guidelines, Council will continue to favour newly issued fossil fuel free investment products, providing it does not compromise the risk and return profile.

In time it is Council's intention to move to a more balanced portfolio which has less exposure to fossil fuels, providing it is prudent to do so.

**What would be implications on our portfolio credit rating?**

By adopting a free fossil fuel policy or an active divestment strategy, this would eliminate the major banks rated "AA-" as well as some other "A" rated banks (e.g. Macquarie and ING). Council would be left with a smaller sub-sector of banks to choose to invest with.

**What would be risks and implications on Council's portfolio performance?**

Some implications include:

- High concentration risk – limiting Council to a selected number of banks;
- Increased credit/counterparty risk;
- May lead to a reduction in performance (e.g. most of the senior FRN issuances are with the higher rated ADIs);
- Underperformance compared to other Councils which could result in a significant loss of income generated – could be in excess of hundreds of thousands or millions of dollars per annum.

It may actually be contrary to Council's primary objective to preserve capital as the investment portfolio's risk would increase (all things being equal). Council may not be maximising its returns – this is one of the primary objectives written in the Investment Policy.



### Credit Quality

The portfolio remains diversified from a credit ratings perspective. The portfolio is mainly directed to the investment grade ADIs (BBB- or higher). There is high capacity to invest in the higher rated ADIs (A or higher).

There remains high capacity to invest with the "BBB" rated ADIs (~\$53m remaining as at the reporting date) following the recent ratings upgrade for BoQ (moved up from BBB to A category range). From a ratings perspective, the "BBB" rated banks still generally dominate the number of ADIs issuing deposits within the investment grade space. There has been some signs of appetite growing in the wholesale deposit market as additional lower rated ("BBB" and unrated) ADIs have come to market to raise 'new' money.

Over coming years, we may start to see a more 'normalised' environment where the lower rated banks start to offer higher rates compared to the higher rated banks as the competition for deposits grow. As more of these banks become more competitive for funds, Council may look to allocate additional funds amongst this sector, particularly with those ADIs that are not lending to the Fossil Fuel industry i.e. the more 'ethical' banks.

If there are any attractive deposits being offered in the "BBB" rated sector, we will inform Council to take advantage and invest accordingly. All ratings categories are within the current Policy limits:

Compliant	Credit Rating	Invested (\$)	Invested (%)	Max. Limit (%)	Available (\$)
✓	AA Category	\$161,446,338	38.67%	100%	\$256,000,000
✓	A Category	\$163,000,000	39.05%	60%	\$87,467,803
✓	BBB Category	\$93,000,000	22.28%	35%	\$53,106,218
✓	Unrated ADIs	\$0	0.00%	5%	\$20,872,317
		<b>\$417,446,338</b>	<b>100.00%</b>		



## Performance

Council's performance for the period ending June 2024 is summarised as follows:

Performance (Actual)	1 month	3 months	6 months	FYTD	1 year	2 years	3 years
Official Cash Rate	0.35%	1.07%	2.15%	4.28%	4.28%	3.62%	2.46%
AusBond Bank Bill Index	0.35%	1.08%	2.18%	4.37%	4.37%	3.63%	2.44%
Council's T/D Portfolio	0.28%	0.81%	1.61%	3.12%	3.12%	2.62%	2.27%
Council's Bond Portfolio	0.10%	0.30%	0.60%	1.20%	1.20%	1.20%	-
Council's Portfolio^	0.27%	0.79%	1.56%	3.02%	3.02%	2.56%	2.23%
Rel. Performance	-0.08%	-0.30%	-0.62%	-1.35%	-1.35%	-1.07%	-0.21%

^Total portfolio performance excludes Council's cash account holdings.

Performance (% p.a.)	1 month	3 months	6 months	FYTD	1 year	2 years	3 years
Official Cash Rate	4.35%	4.35%	4.35%	4.27%	4.28%	3.62%	2.46%
AusBond Bank Bill Index	4.34%	4.41%	4.42%	4.36%	4.37%	3.63%	2.44%
Council's T/D Portfolio	3.43%	3.30%	3.25%	3.11%	3.12%	2.62%	2.27%
Council's Bond Portfolio	1.24%	1.21%	1.21%	1.20%	1.20%	1.20%	-
Council's Portfolio^	3.32%	3.19%	3.14%	3.01%	3.02%	2.56%	2.23%
Rel. Performance	-1.02%	-1.22%	-1.27%	-1.35%	-1.35%	-1.07%	-0.21%

^Total portfolio performance excludes Council's cash account holdings.

As at June 2024, the total portfolio (excluding cash) provided a solid return of +0.27% (actual) or +3.32% p.a. (annualised), underperforming the benchmark AusBond Bank Bill Index return of +0.35% (actual) or +4.43% p.a. (annualised). The relative 'underperformance' over the past few years has been due to the unexpected aggressive rate hikes undertaken by the RBA since May 2022. Whilst this 'underperformance' may continue in the short-term, we do anticipate this to be fairly temporary with hopes that the RBA is approaching the peak of its rate hike cycle. Council should also remind itself it has consistently 'outperformed' over longer-term time periods as demonstrated by the longer-term returns of the overall investment portfolio.

**We are pleased that PMHC remains amongst the best performing Councils in the state of NSW where deposits are concerned over longer-term periods (+5yrs).** We have been pro-active in our advice about protecting interest income by strategically maintaining a slightly longer duration position. Council has reaped the benefits during the pandemic period (and historically). The portfolio should outperform by undertaking a similar strategy in the long-run.





## Recommendations for Council

### **Term Deposits**

As at June 2024, Council's **deposit** portfolio was yielding 3.36% p.a. (up 15bp from the end of the previous month), with a weighted average duration of ~1.17 years. Where possible, we recommend Council maintains this weighted average duration.

Please refer to the section below for further details on the Term Deposit market.

### **Securities**

Primary (new) Senior **FRNs** (with maturities between 3-5 years) continue to be appealing (particularly for those investors with portfolios skewed towards fixed assets) and should be considered on a case by case scenario. Please refer to the section below for further details on the FRN market.

### Council's Senior Fixed Bonds

During September 2021, Council placed parcels in NTTC (AA-) fixed bonds as follows:

Investment Date	Maturity Date	Principal	Rate % p.a. <sup>^</sup>	Remaining Term (Yrs)	Interest Paid
7/09/2021	15/12/2024	\$5,000,000	0.90%	0.46	Annually
14/09/2021	15/12/2025	\$5,000,000	1.10%	1.46	Annually
2/09/2021	15/12/2026	\$5,000,000	1.40%	2.46	Annually
7/09/2021	15/12/2026	\$5,000,000	1.40%	2.46	Annually
<b>Totals / Wgt. Avg.</b>		<b>\$20,000,000</b>	<b>1.20%</b>	<b>1.71</b>	

<sup>^</sup>Council received the full rebated commission of 0.25% (plus GST) on the face value of investment on all these parcels (currently totalling \$55,000).

We believe these investments were prudent at the time of investment, especially after the rate cut delivered in early November 2020 and the RBA's forward guidance on official interest rates (no rate rises 'until at least 2024').

The NTTC bonds are a 'retail' offering and not 'wholesale' issuances. Given the lack of liquidity and high penalty costs if they were to be sold/redeemed prior to the maturity date, they are considered to be a hold-to-maturity investment and will be marked at par value (\$100.00) throughout the term of investment.



## Term Deposit Market Review

### Current Term Deposits Rates

As at the end of June, we see value in the following:

ADI	LT Credit Rating	Term	Rate % p.a.
ING	A	5 years	5.38%
BoQ	A-	5 years	5.20%
ING	A	4 years	5.32%
BoQ	A-	4 years	5.20%
ING	A	3 years	5.29%
BoQ	A-	3 years	5.10%
ING	A	2 years	5.35%
BoQ	A-	2 years	5.20%
Bank of Us	BBB+	2 years	5.20%
NAB	AA-	2 years	5.10%

The above deposits are suitable for investors looking to maintain diversification and lock-in a slight premium compared to purely investing short-term.

For terms under 12 months, we believe the strongest value is currently being offered by the following ADIs (*we stress that rates are indicative, dependent on daily funding requirements and different for industry segments*):



ADI	LT Credit Rating	Term	Rate % p.a.
Bank of Sydney	Unrated	12 months	5.47%
NAB	AA-	12 months	5.45%
ING	A	12 months	5.43%
ICBC	A	12 months	5.33%
Bank of Us	BBB+	12 months	5.31%
NAB	AA-	9 months	5.35%
Police CU	Unrated	9 months	5.35%
BoQ	A-	9 months	5.30%
NAB	AA-	6 months	5.30%
Suncorp	A+	6 months	5.23%
ICBC	A	6 months	5.20%
NAB	AA-	3 months	5.15%
ICBC	A	3 months	5.10%

If Council does not require high levels of liquidity and can stagger a proportion of its investments across the longer term horizons (1–5 years), it will be rewarded over a longer-term cycle. Investing a spread of 12 months to 3 year horizons is likely to yield, on average, up to ¼–½% p.a. higher compared to those investors that entirely invest in short-dated deposits (under 6–9 months).

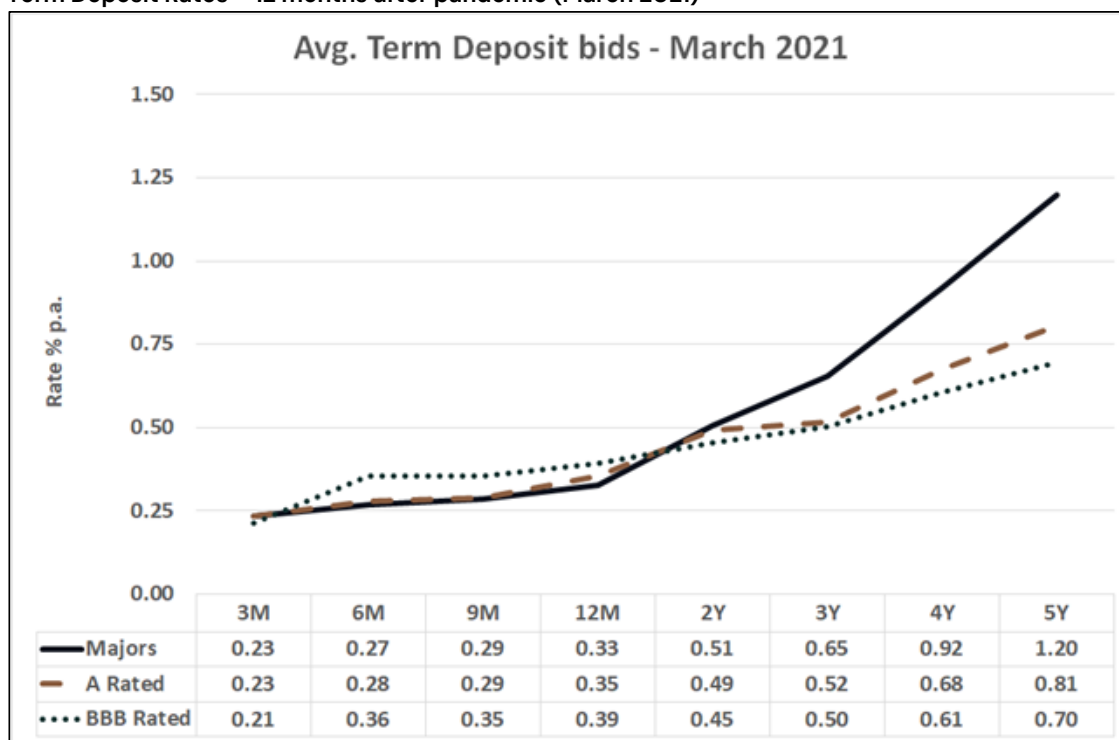
With a global economic slowdown and interest rate cuts being priced over the next few years, investors should strongly consider diversifying by allocating some longer term surplus funds and undertake an insurance policy by investing across 2–5 year fixed deposits and locking in rates above 5% p.a. This will provide some income protection with central banks now potentially looking to cut rates in 2025.



### Term Deposits Analysis

Pre-pandemic (March 2020), a 'normal' marketplace meant the lower rated ADIs (i.e. BBB category) were offering higher rates on term deposits compared to the higher rated ADIs (i.e. A or AA rated). But due to the cheap funding available provided by the RBA via their Term Funding Facility (TFF) during mid-2020, allowing the ADIs to borrow as low as 0.10% p.a. fixed for 3 years, those lower rated ADIs (BBB rated) did not require deposit funding from the wholesale deposit. Given the higher rated banks had more capacity to lend (as they have a greater pool of mortgage borrowers), they subsequently were offering higher deposit rates. In fact, some of the lower rated banks were not even offering deposit rates at all. As a result, most investors placed a higher proportion of their deposit investments with the higher rated (A or AA) ADIs over the past three years.

#### Term Deposit Rates – 12 months after pandemic (March 2021)



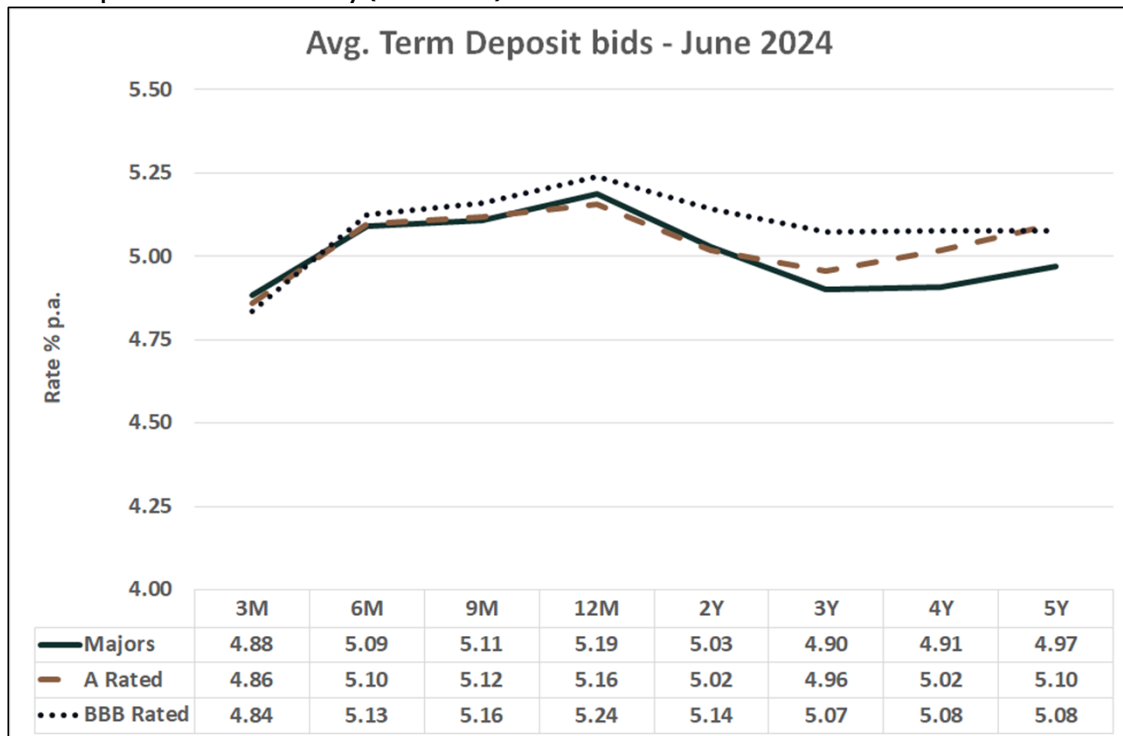
Source: Imperium Markets

The abnormal marketplace experienced during the pandemic is starting to reverse as the competition for deposits slowly increases, partially driven by the RBA's term funding facility coming to an end. In recent months, we have started to periodically see some of the lower rated ADIs ("A" and "BBB" rated) offering slightly higher rates compared to the domestic major banks ("AA" rated) on different parts of the curve (i.e. pre-pandemic environment). Some of this has been attributed to lags in adjusting their deposit rates as some banks (mainly the lower rated ADIs) simply set their rates for the week.



Going forward, Council should have a larger opportunity to invest a higher proportion of its funds with the lower rated institutions (up to Policy limits), from which the majority are not lending to the Fossil Fuel industry or considered 'ethical'. We are slowly seeing this trend emerge (as was the case this month), although the major banks always seem to react more quickly than the rest of the market during periods of volatility:

#### Term Deposit Rates – Currently (June 2024)



Source: Imperium Markets

#### Regional & Unrated ADI Sector

Ratings agency S&P has commented that "*mergers remain compelling for mutuals lenders*" in providing smaller lenders greater economies of scale and assisting them in being able to price competitively and will see "*the banking landscape will settle with a small number of larger mutual players*". S&P expects that consolidation to continue over the next two years.

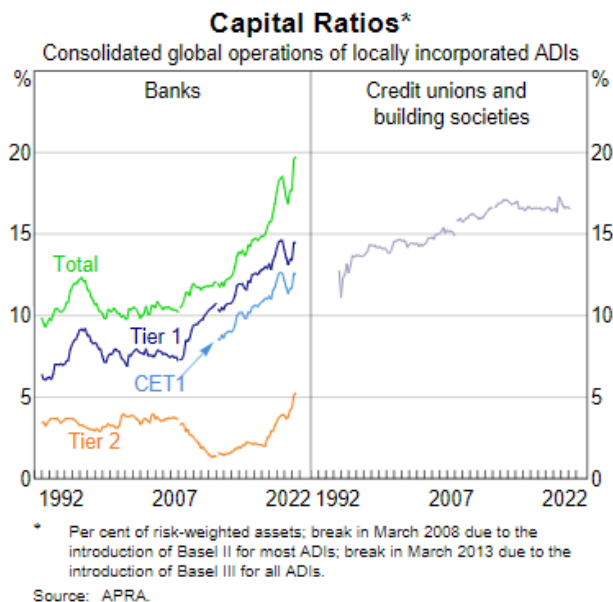
We remain supportive of the regional and unrated ADI sector (and have been even throughout the post-GFC period). They continue to remain solid, incorporate strong balance sheets, while exhibiting high levels of capital – typically, much higher compared to the higher rated ADIs. Some unrated ADIs have up to 25-40% more capital than the domestic major banks, and well above the Basel III requirements.



Overall, the lower rated ADIs (BBB and unrated) are generally now in a better financial position than they have been historically (see the Capital Ratio figure below). The financial regulator, APRA has noted that the Common Equity Tier 1 capital of Australian banks now exceeds a quarter of a trillion dollars. It has increased by \$110 billion, or more than 70%, over the past decade. Over the same time, banks' assets have grown by 44%. Some of the extra capital is supporting growth in the banking system itself but clearly, there has been a strengthening in overall resilience and leverage in the system is lower.

We believe that deposit investments with the lower rated ADIs should be considered going forward, particularly when they offer 'above market' specials. Not only would it diversify the investment portfolio and reduce credit risk, it would also improve the portfolio's overall returns. The lower rated entities are generally deemed to be the more 'ethical' ADIs compared to the higher rated ADIs.

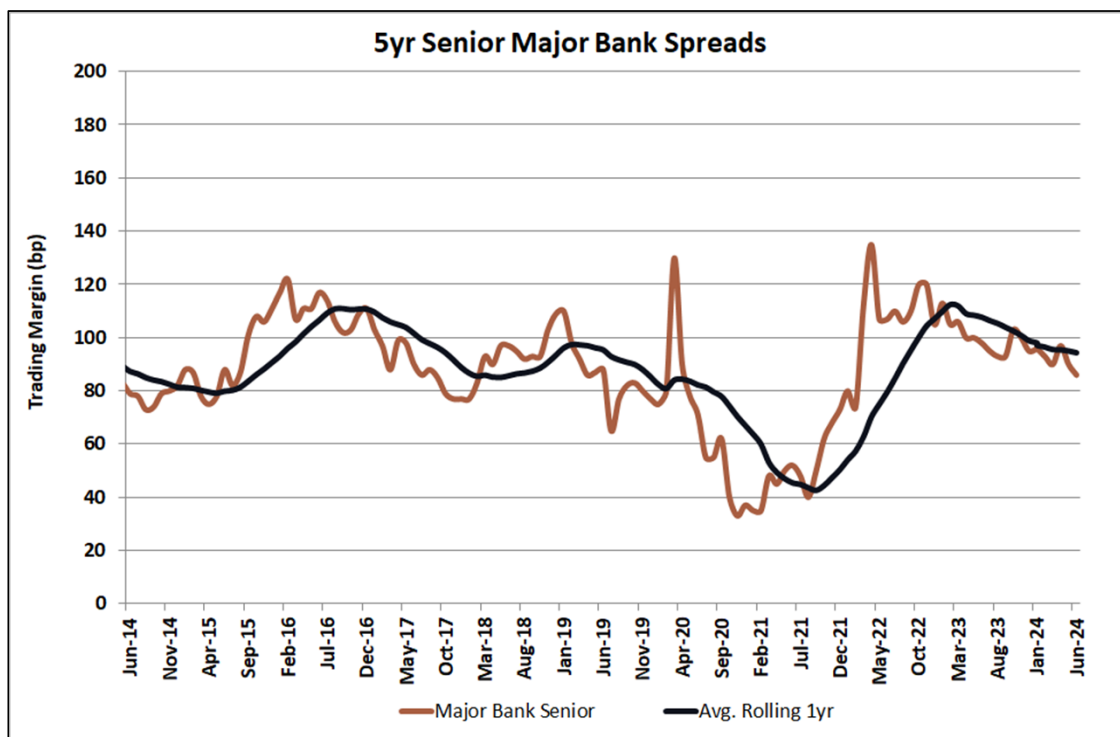
In the current environment of high regulation and scrutiny, all domestic (and international) ADIs continue to carry high levels of capital. There is minimal (if any) probability of any ADI defaulting on their deposits going forward – this was stress tested during the GFC and the pandemic period. APRA's mandate is to "protect depositors" and provide "financial stability".





## Senior FRNs Market Review

Over June, amongst the senior major bank FRNs, physical credit securities tightened by around 4bp at the 5 year part of the curve. During the month, ANZ (AA-) issued a dual 3 & 5 year senior deal at +70bp and +86bp respectively. Major bank senior securities remain at fair value on a historical basis although looking fairly expensive if the 5yr margin tightens to +80bp in the near future.



Source: IBS Capital

There was minimal issuance again during the month apart from:

- Bendigo-Adelaide (A-) 1 year senior FRN at +60bp
- Teachers Mutual (BBB+) 3 year senior FRN at +130bp

Amongst the "A" rated sector, the securities remained flat at the longer-end of the curve, whilst the "BBB" rated sector tightened around 30bp at the 3 year part of the curve due to Teacher's Mutual deal. Overall, credit securities are looking more attractive given the widening of spreads over the past 2-3 years. FRNs will continue to play a role in investors' portfolios mainly on the basis of their liquidity and the ability to roll down the curve and gross up returns over ensuing years (in a relatively stable credit environment), whilst also providing some diversification to those investors skewed towards fixed assets.



Senior FRNs (ADIs)	28/06/2024	31/05/2024
"AA" rated – 5yrs	+86bp	+90bp
"AA" rated – 3yrs	+71bp	+68bp
"A" rated – 5yrs	+105bp	+105bp
"A" rated – 3yrs	+82bp	+85bp
"BBB" rated – 3yrs	+130bp	+160bp

Source: IBS Capital

We now generally recommend switches ('benchmark' issues only) into new primary issues, out of the following senior FRNs that are maturing:

- On or before mid-2026 for the "AA" rated ADIs (domestic major banks);
- On or before mid-2025 for the "A" rated ADIs; and
- Within 6–9 months for the "BBB" rated ADIs (consider case by case).

Investors holding onto the above senior FRNs ('benchmark' issues only) in their last few years are now generally holding sub optimal investments and are not maximising returns by foregoing realised capital gains. In the current challenging economic environment, any boost in overall returns should be locked in when it is advantageous to do so, particularly as switch opportunities become available.





## Senior Fixed Bonds – ADIs (Secondary Market)

With global inflation still high by historical standards, this has seen a significant lift in longer-term bond yields over the past 2-3 years (valuations have fallen) as markets have reacted sharply.

This has resulted in some opportunities in the secondary market. We currently see value in the following fixed bond lines, with the majority now being marked at a significant discount to par (please note supply in the secondary market may be limited on any day):

ISIN	Issuer	Rating	Capital Structure	Maturity Date	~Remain. Term (yrs)	Fixed Coupon	Indicative Yield
AU3CB0278174	UBS	A+	Senior	26/02/2026	1.67	1.1000%	5.25%
AU3CB0280030	BoQ	A-	Senior	06/05/2026	1.86	1.4000%	5.47%
AU3CB0299337	Bendigo	A-	Senior	15/05/2026	1.88	4.7000%	5.37%
AU3CB0296168	BoQ	A-	Senior	27/01/2027	2.59	4.7000%	5.46%
AU3CB0308955	BoQ	A-	Senior	30/04/2029	4.84	5.3580%	5.54%



## Economic Commentary

### International Market

In June, risk assets traded in a relatively narrow range despite further evidence of sticky inflation pushing back expectations of rate cuts across several advanced economies.

Across equity markets, the S&P 500 Index rose +3.47% over the month, whilst the NASDAQ surged +5.91%. In contrast, Europe's main indices fell across the board, led by France's CAC (-6.42%), Germany's DAX (-1.42%), and UK's FTSE (-1.34%).

The US unemployment rate increased to 4.0% from 3.9%, the highest level in over two years.

US headline CPI came in cooler than expected at +0.0% m/m vs. +0.1% expected (annual terms at +3.3% versus +3.4% expected). The core CPI also came in below expectations at +3.4% y/y versus +3.5% y/y.

Canadian CPI in May was +2.9% y/y from +2.7% (expected +2.6%). The average of the median and trim core measures rose 0.1% to +2.85%. The lift came from services inflation at +4.6% y/y from +4.2% and driven by health.

Eurozone CPI suggested the same goods vs. sticky services dynamic of the US. Core CPI printed at +2.9% y/y vs. +2.7% expected.

Canada became the second G10 nation, after Sweden, to initiate a monetary policy easing cycle. They cut rates by 25bp to 4.75% as expected, whilst signalling more easing ahead. The ECB then followed by easing monetary policy, dropping all key rates by 25bp and taking the Deposit Rate to 3.75%.

The Swiss National Bank lowered its policy rate for a second consecutive time, down 25bp to 1.25%. The central bank believes the policy rate is now balanced and it also had lowered its inflation forecasts.

The Bank of England kept its policy rate steady at 5.25% despite the slowdown in UK inflation to +2.0% y/y in May. The BoE signalled a rate reduction is possible at its next meeting in August.

The MSCI World ex-Aus Index rose +1.93% for the month of June:

Index	1m	3m	1yr	3yr	5yr	10yr
S&P 500 Index	+3.47%	+3.92%	+22.70%	+8.31%	+13.17%	+10.79%
MSCI World ex-AUS	+1.93%	+2.18%	+18.55%	+5.32%	+10.20%	+7.44%
S&P ASX 200 Accum. Index	+1.01%	-1.05%	+12.10%	+6.37%	+7.26%	+8.06%

Source: S&P, MSCI



### Domestic Market

The RBA left the cash rate on hold at 4.35% as widely expected. The Board reiterated that all options are still on the table in its fight against inflation. The Board *"did discuss the case"* for a possible rate hike at its June meeting, but ultimately decided to keep the policy rate unchanged. RBA Governor Bullock added, *"I wouldn't say that the case for a rate rise is increasing"*, but *"...there's been a few things that have made the Board alert to the upside risks"*.

The Monthly CPI Indicator surged by 0.4% to +4.0% y/y in May from +3.6%. The ex-volatiles and travel reading did marginally slow, from +4.1% to +4.0% and key services categories remain too strong but do show some cooling.

The unemployment rate fell 0.1% to 4.0% from 4.1%. That fallback was expected because there was an unusually elevated number of unemployed people waiting to start a new job in April that moved into employment in May.

GDP rose by +0.1% q/q (+1.1% y/y), slightly weaker than consensus and the RBA's average quarterly expectation for H1. Overall, aggregate GDP growth continued to soften in both annual and quarterly terms (and is still falling in per capita terms).

The April trade balance widened to \$6.5bn, back to around its February level after a surge in imports in March saw the surplus dip to its lowest since November 2020. In the month, exports fell -2.5%, while good imports fell -7.5% m/m.

The Australian dollar fell -0.20%, finishing the month at US66.24 cents (from US66.37 cents the previous month).

### Credit Market

The global credit indices finally widened across the board in June. They remain at their levels in early 2022 (prior to the rate hike cycle from most central banks):

Index	June 2024	May 2024
CDX North American 5yr CDS	54bp	51bp
iTraxx Europe 5yr CDS	62bp	52bp
iTraxx Australia 5yr CDS	71bp	65bp

Source: Markit



## Fixed Interest Review

### Benchmark Index Returns

Index	June 2024	May 2024
Bloomberg AusBond Bank Bill Index (0+YR)	+0.35%	+0.37%
Bloomberg AusBond Composite Bond Index (0+YR)	+0.77%	+0.39%
Bloomberg AusBond Credit FRN Index (0+YR)	+0.41%	+0.50%
Bloomberg AusBond Credit Index (0+YR)	+0.44%	+0.70%
Bloomberg AusBond Treasury Index (0+YR)	+0.69%	+0.35%
Bloomberg AusBond Inflation Gov't Index (0+YR)	+0.55%	-0.30%

Source: Bloomberg

### Other Key Rates

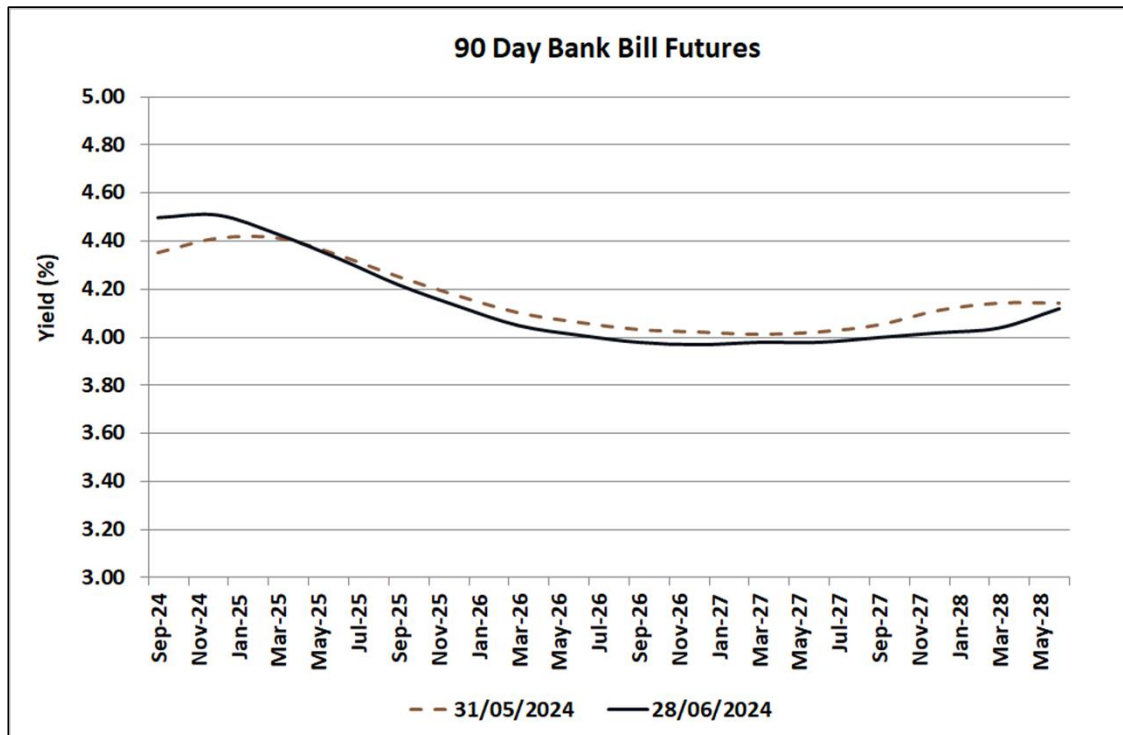
Index	June 2024	May 2024
RBA Official Cash Rate	4.35%	4.35%
90 Day (3 month) BBSW Rate	4.45%	4.35%
3yr Australian Government Bonds	4.07%	4.05%
10yr Australian Government Bonds	4.31%	4.41%
US Fed Funds Rate	5.25%-5.50%	5.25%-5.50%
2yr US Treasury Bonds	4.71%	4.89%
10yr US Treasury Bonds	4.36%	4.51%

Source: RBA, ASX, US Department of Treasury



### 90 Day Bill Futures

Bill futures remained relatively flat at the long-end this month, despite ongoing evidence of sticky inflation. Markets continue to push back their expectations of when the first rate cut will be delivered, resulting in a flattening of the curve.



Source: ASX

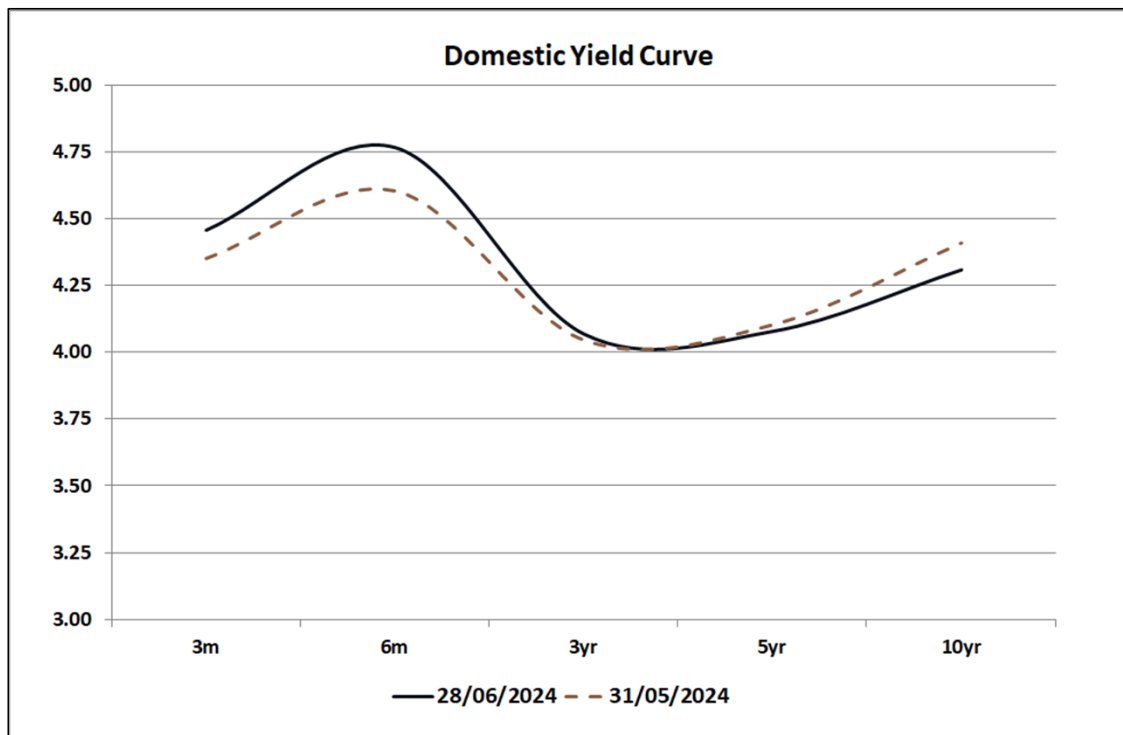


## Fixed Interest Outlook

US Federal Reserve officials again highlighted the importance of waiting for further progress in bringing inflation back to the Fed's 2% target before cutting rates. Policymakers currently expect the policy rate would be cut by just a single 25bp this year, down from at least three reductions earlier this year. The longer-run median US Fed dot plot is currently around 2.80%. US Fed Chair Powell commented that officials were "coming to the view that rates are less likely to go down to their pre pandemic level".

Domestically, the RBA kept the cash rate unchanged at its June meeting, with the central bank emphasising, "The board is not ruling anything in or out...we still think we're on the narrow path, [but] it does appear to be getting a bit narrower." As is the case with most central banks at the moment, the RBA is waiting for current economic data to show a clear trend before taking any decisive action. The June quarter inflation data will be published on 31 July and will therefore give the RBA a comprehensive view of what is happening with inflation prior to its next policy meeting on 6 August.

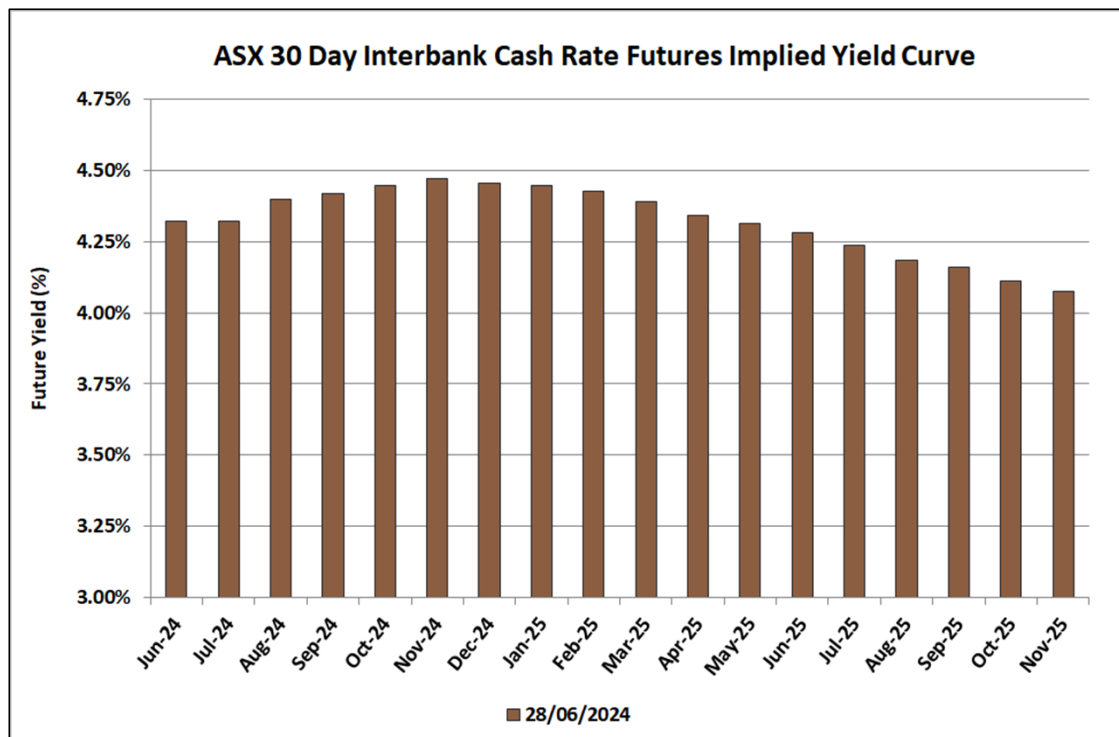
Over the month, longer-term yields fell around 10bp at the very long end of the curve (remains an inverse yield curve):



Source: ASX, RBA



The market is now factoring the potential of another rate hike later this year with inflation seemingly remaining sticky. Financial markets have pushed back their expectations of rate cuts, with the first cut pencilled in for mid-late 2025.



Source: ASX

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# Investment Report

01/06/2024 to 30/06/2024





## Portfolio Valuation as at 30/06/2024

Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Capital Value (\$)	Face Value (\$)	Accrued (\$)	Accrued MTD (\$)
BOQ	A-	TD	GENERAL	Annual	11/08/2021	12/08/2024	0.7900	2,000,000.00	2,000,000.00	14,068.49	1,298.63
Westpac	AA-	TD	GENERAL	Quarterly	11/08/2021	12/08/2024	0.7700	3,000,000.00	3,000,000.00	3,101.10	1,898.63
ICBC Sydney Branch	A	TD	GENERAL	Annual	16/08/2023	16/08/2024	5.4000	5,000,000.00	5,000,000.00	236,712.33	22,191.78
Australian Military Bank	BBB+	TD	GENERAL	Annual	19/08/2021	19/08/2024	0.7200	3,000,000.00	3,000,000.00	18,641.10	1,775.34
Westpac	AA-	TD	GENERAL	Quarterly	17/08/2021	19/08/2024	0.7200	2,000,000.00	2,000,000.00	1,775.34	1,183.56
Westpac	AA-	TD	LOCAL BRANCH	At Maturity	21/08/2023	21/08/2024	4.2500	20,000.00	20,000.00	733.56	69.86
P&N Bank	BBB+	TD	GENERAL	Annual	13/09/2022	13/09/2024	4.4500	6,000,000.00	6,000,000.00	213,600.00	21,945.21
ICBC Sydney Branch	A	TD	GENERAL	Annual	14/09/2022	16/09/2024	4.5500	5,000,000.00	5,000,000.00	181,376.71	18,698.63
NAB	AA-	TD	GENERAL	Annual	19/09/2023	19/09/2024	5.2800	5,000,000.00	5,000,000.00	206,860.27	21,698.63
BOQ	A-	TD	GENERAL	Annual	27/09/2019	27/09/2024	2.0000	2,000,000.00	2,000,000.00	30,465.75	3,287.67
Westpac	AA-	TD	GENERAL	Quarterly	10/10/2022	10/10/2024	4.5800	4,000,000.00	4,000,000.00	41,157.26	15,057.53
AMP Bank	BBB+	TD	GENERAL	Annual	12/10/2021	11/10/2024	1.0000	3,000,000.00	3,000,000.00	21,616.44	2,465.75
NAB	AA-	TD	GENERAL	Annual	16/10/2020	16/10/2024	0.8000	5,000,000.00	5,000,000.00	28,383.56	3,287.67
ICBC Sydney Branch	A	TD	GENERAL	Annual	03/11/2021	04/11/2024	1.6500	3,000,000.00	3,000,000.00	32,683.56	4,068.49
Westpac	AA-	TD	LOCAL BRANCH	At Maturity	07/11/2023	07/11/2024	4.7500	56,760.00	56,760.00	1,750.62	221.60
ICBC Sydney Branch	A	TD	GENERAL	Annual	07/11/2022	07/11/2024	4.8500	5,000,000.00	5,000,000.00	157,458.90	19,931.51



Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Capital Value (\$)	Face Value (\$)	Accrued (\$)	Accrued MTD (\$)
Westpac	AA-	TD	GENERAL	Quarterly	09/11/2021	11/11/2024	1.4500	1,000,000.00	1,000,000.00	2,105.48	1,191.78
Westpac	AA-	TD	GENERAL	Quarterly	16/11/2021	18/11/2024	1.6000	4,000,000.00	4,000,000.00	8,065.75	5,260.27
NAB	AA-	TD	GENERAL	Annual	18/11/2020	18/11/2024	0.7000	5,000,000.00	5,000,000.00	21,479.45	2,876.71
Westpac	AA-	TD	GENERAL	Quarterly	29/11/2021	29/11/2024	1.6000	5,000,000.00	5,000,000.00	7,232.88	6,575.34
Westpac	AA-	TD	GENERAL	Quarterly	02/12/2021	02/12/2024	1.6200	2,000,000.00	2,000,000.00	2,485.48	2,485.48
BankVic	BBB+	TD	GENERAL	Annual	05/12/2023	05/12/2024	5.4500	5,000,000.00	5,000,000.00	156,034.25	22,397.26
ICBC Sydney Branch	A	TD	GENERAL	Annual	09/12/2021	09/12/2024	1.9200	5,000,000.00	5,000,000.00	53,391.78	7,890.41
Northern Territory Treasury	AA-	BOND	GENERAL	Semi-Annual	07/09/2021	16/12/2024	0.9000	5,000,000.00	5,000,000.00	1,972.60	1,972.60
NAB	AA-	TD	GENERAL	Annual	29/01/2021	29/01/2025	0.7200	4,000,000.00	4,000,000.00	12,151.23	2,367.12
Westpac	AA-	TD	GENERAL	Quarterly	02/02/2022	03/02/2025	1.8200	2,500,000.00	2,500,000.00	7,479.45	3,739.73
Westpac	AA-	TD	GENERAL	Quarterly	10/02/2023	10/02/2025	4.8500	5,000,000.00	5,000,000.00	34,547.95	19,931.51
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	17/02/2023	17/02/2025	4.9400	5,000,000.00	5,000,000.00	90,002.74	20,301.37
P&N Bank	BBB+	TD	GENERAL	Annual	15/02/2022	17/02/2025	2.3700	5,000,000.00	5,000,000.00	44,478.08	9,739.73
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	24/02/2023	24/02/2025	5.0900	3,000,000.00	3,000,000.00	52,712.88	12,550.68
P&N Bank	BBB+	TD	GENERAL	Annual	22/02/2022	24/02/2025	2.0500	2,000,000.00	2,000,000.00	14,602.74	3,369.86
MyState Bank	BBB	TD	GENERAL	Annual	28/02/2022	28/02/2025	2.2500	5,000,000.00	5,000,000.00	38,219.18	9,246.58
ICBC Sydney Branch	A	TD	GENERAL	Annual	02/03/2022	03/03/2025	2.3000	4,000,000.00	4,000,000.00	29,994.52	7,561.64
NAB	AA-	TD	GENERAL	Annual	02/03/2021	03/03/2025	0.9500	4,000,000.00	4,000,000.00	12,389.04	3,123.29



Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Capital Value (\$)	Face Value (\$)	Accrued (\$)	Accrued MTD (\$)
Suncorp Bank	A+	TD	GENERAL	Annual	05/03/2024	05/03/2025	5.1600	5,000,000.00	5,000,000.00	83,408.22	21,205.48
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	10/03/2023	10/03/2025	5.1000	3,000,000.00	3,000,000.00	46,947.95	12,575.34
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	10/03/2023	10/03/2025	5.1000	4,000,000.00	4,000,000.00	62,597.26	16,767.12
P&N Bank	BBB+	TD	GENERAL	Annual	15/03/2022	17/03/2025	2.4600	3,000,000.00	3,000,000.00	21,836.71	6,065.75
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	23/03/2023	24/03/2025	4.5500	4,000,000.00	4,000,000.00	48,865.75	14,958.90
P&N Bank	BBB+	TD	GENERAL	Annual	28/03/2022	28/03/2025	2.9000	5,000,000.00	5,000,000.00	37,739.73	11,917.81
Auswide Bank	BBB	TD	GENERAL	Annual	04/04/2023	04/04/2025	4.9000	4,000,000.00	4,000,000.00	47,254.79	16,109.59
Suncorp Bank	A+	TD	GENERAL	At Maturity	12/06/2024	14/04/2025	5.2200	5,000,000.00	5,000,000.00	13,586.30	13,586.30
Hume Bank	BBB+	TD	GENERAL	Annual	28/04/2023	28/04/2025	4.7000	3,000,000.00	3,000,000.00	24,336.99	11,589.04
NAB	AA-	TD	GENERAL	Annual	29/04/2024	29/04/2025	5.3000	5,000,000.00	5,000,000.00	45,739.73	21,780.82
Bank of Us	BBB+	TD	GENERAL	At Maturity	12/06/2024	12/05/2025	5.2300	5,000,000.00	5,000,000.00	13,612.33	13,612.33
Suncorp Bank	A+	TD	GENERAL	At Maturity	19/06/2024	19/05/2025	5.2900	4,000,000.00	4,000,000.00	6,956.71	6,956.71
Bank of Us	BBB+	TD	GENERAL	Annual	20/05/2024	20/05/2025	5.3000	2,500,000.00	2,500,000.00	15,246.58	10,890.41
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	29/05/2024	29/05/2025	5.2700	5,000,000.00	5,000,000.00	23,823.29	21,657.53
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	03/06/2024	03/06/2025	5.3100	5,000,000.00	5,000,000.00	20,367.12	20,367.12
P&N Bank	BBB+	TD	GENERAL	At Maturity	12/06/2024	12/06/2025	5.3300	5,000,000.00	5,000,000.00	13,872.60	13,872.60
ICBC Sydney Branch	A	TD	GENERAL	Annual	18/06/2020	18/06/2025	1.7500	2,000,000.00	2,000,000.00	1,246.58	1,246.58



Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Capital Value (\$)	Face Value (\$)	Accrued (\$)	Accrued MTD (\$)
Suncorp Bank	A+	TD	GENERAL	At Maturity	19/06/2024	19/06/2025	5.2900	4,000,000.00	4,000,000.00	6,956.71	6,956.71
NAB	AA-	TD	GENERAL	Annual	26/07/2021	28/07/2025	1.0000	5,000,000.00	5,000,000.00	46,712.33	4,109.59
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	16/08/2023	18/08/2025	5.2100	5,000,000.00	5,000,000.00	228,383.56	21,410.96
ICBC Sydney Branch	A	TD	GENERAL	Annual	16/08/2022	18/08/2025	4.4200	4,000,000.00	4,000,000.00	155,002.74	14,531.51
ICBC Sydney Branch	A	TD	GENERAL	Annual	02/09/2021	02/09/2025	1.2000	5,000,000.00	5,000,000.00	49,479.45	4,931.51
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	05/09/2023	05/09/2025	5.0500	5,000,000.00	5,000,000.00	207,534.25	20,753.42
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	12/09/2023	12/09/2025	5.0000	5,000,000.00	5,000,000.00	200,684.93	20,547.95
P&N Bank	BBB+	TD	GENERAL	Annual	13/09/2022	15/09/2025	4.6500	4,000,000.00	4,000,000.00	148,800.00	15,287.67
NAB	AA-	TD	GENERAL	Annual	19/09/2023	19/09/2025	5.0800	5,000,000.00	5,000,000.00	199,024.66	20,876.71
P&N Bank	BBB+	TD	GENERAL	Annual	19/09/2022	19/09/2025	4.6500	5,000,000.00	5,000,000.00	182,178.08	19,109.59
ICBC Sydney Branch	A	TD	GENERAL	Annual	10/10/2022	10/10/2025	4.8400	3,000,000.00	3,000,000.00	105,419.18	11,934.25
ICBC Sydney Branch	A	TD	GENERAL	Annual	16/10/2020	16/10/2025	1.2000	5,000,000.00	5,000,000.00	42,575.34	4,931.51
ICBC Sydney Branch	A	TD	GENERAL	Annual	17/11/2020	17/11/2025	1.3000	6,500,000.00	6,500,000.00	52,552.05	6,945.21
NAB	AA-	TD	GENERAL	Annual	17/11/2020	17/11/2025	0.8500	3,500,000.00	3,500,000.00	18,502.05	2,445.21
ICBC Sydney Branch	A	TD	GENERAL	Annual	03/12/2020	03/12/2025	1.2000	5,000,000.00	5,000,000.00	34,520.55	4,931.51
BankVic	BBB+	TD	GENERAL	Annual	05/12/2023	05/12/2025	5.3500	5,000,000.00	5,000,000.00	153,171.23	21,986.30



Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Capital Value (\$)	Face Value (\$)	Accrued (\$)	Accrued MTD (\$)
P&N Bank	BBB+	TD	GENERAL	Annual	05/12/2022	05/12/2025	4.6500	5,000,000.00	5,000,000.00	133,130.14	19,109.59
ICBC Sydney Branch	A	TD	GENERAL	Annual	07/12/2020	08/12/2025	1.2000	5,000,000.00	5,000,000.00	34,027.40	4,931.51
NAB	AA-	TD	GENERAL	Annual	07/12/2020	08/12/2025	0.9000	5,000,000.00	5,000,000.00	25,520.55	3,698.63
Northern Territory Treasury	AA-	BOND	GENERAL	Semi-Annual	14/09/2021	15/12/2025	1.1000	5,000,000.00	5,000,000.00	2,410.96	2,410.96
NAB	AA-	TD	GENERAL	Annual	29/01/2021	29/01/2026	0.9100	4,000,000.00	4,000,000.00	15,357.81	2,991.78
NAB	AA-	TD	GENERAL	Annual	02/03/2021	02/03/2026	1.2100	4,000,000.00	4,000,000.00	15,779.73	3,978.08
Suncorp Bank	A+	TD	GENERAL	Annual	05/03/2024	05/03/2026	4.9000	5,000,000.00	5,000,000.00	79,205.48	20,136.99
Westpac	AA-	TD	GENERAL	Quarterly	09/03/2021	09/03/2026	1.2500	5,000,000.00	5,000,000.00	3,424.66	3,424.66
NAB	AA-	TD	GENERAL	Annual	16/03/2021	16/03/2026	1.2500	5,000,000.00	5,000,000.00	17,979.45	5,136.99
BankVic	BBB+	TD	GENERAL	Annual	03/04/2024	07/04/2026	4.9500	3,500,000.00	3,500,000.00	42,244.52	14,239.73
Auswide Bank	BBB	TD	GENERAL	Annual	04/04/2023	07/04/2026	4.9000	3,000,000.00	3,000,000.00	35,441.10	12,082.19
Bank of Us	BBB+	TD	GENERAL	Annual	20/05/2024	20/05/2026	5.1200	2,500,000.00	2,500,000.00	14,728.77	10,520.55
NAB	AA-	TD	GENERAL	Annual	26/05/2021	26/05/2026	1.2500	5,000,000.00	5,000,000.00	5,993.15	5,136.99
ICBC Sydney Branch	A	TD	GENERAL	Annual	02/06/2021	02/06/2026	1.4000	2,500,000.00	2,500,000.00	2,684.93	2,684.93
NAB	AA-	TD	GENERAL	Annual	02/06/2021	02/06/2026	1.3000	2,500,000.00	2,500,000.00	2,493.15	2,493.15
Australian Military Bank	BBB+	TD	GENERAL	Annual	03/06/2024	03/06/2026	5.2500	5,000,000.00	5,000,000.00	20,136.99	20,136.99
Westpac	AA-	TD	GENERAL	Quarterly	23/06/2021	23/06/2026	1.3200	5,000,000.00	5,000,000.00	1,265.75	1,265.75
Westpac	AA-	TD	GENERAL	Quarterly	23/06/2021	23/06/2026	1.3200	5,000,000.00	5,000,000.00	1,265.75	1,265.75

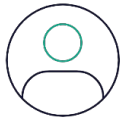


Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Capital Value (\$)	Face Value (\$)	Accrued (\$)	Accrued MTD (\$)
NAB	AA-	TD	GENERAL	Annual	26/07/2021	27/07/2026	1.2000	5,000,000.00	5,000,000.00	56,054.79	4,931.51
ICBC Sydney Branch	A	TD	GENERAL	Annual	28/07/2021	28/07/2026	1.3200	2,000,000.00	2,000,000.00	24,519.45	2,169.86
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	05/09/2023	07/09/2026	5.0000	5,000,000.00	5,000,000.00	205,479.45	20,547.95
NAB	AA-	TD	GENERAL	Annual	23/09/2021	23/09/2026	1.2000	5,000,000.00	5,000,000.00	46,027.40	4,931.51
Northern Territory Treasury	AA-	BOND	GENERAL	Semi-Annual	07/09/2021	15/12/2026	1.4000	5,000,000.00	5,000,000.00	3,068.49	3,068.49
Northern Territory Treasury	AA-	BOND	GENERAL	Semi-Annual	02/09/2021	15/12/2026	1.4000	5,000,000.00	5,000,000.00	3,068.49	3,068.49
BankVic	BBB+	TD	GENERAL	Annual	03/04/2024	05/04/2027	4.8500	3,500,000.00	3,500,000.00	41,391.10	13,952.05
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	29/05/2024	31/05/2027	5.1200	5,000,000.00	5,000,000.00	23,145.21	21,041.10
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	03/06/2024	03/06/2027	5.2000	5,000,000.00	5,000,000.00	19,945.21	19,945.21
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	03/06/2024	05/06/2028	5.2600	5,000,000.00	5,000,000.00	20,175.34	20,175.34
ING Bank (Australia) Ltd	A	TD	GENERAL	Annual	28/02/2024	28/02/2029	5.1300	5,000,000.00	5,000,000.00	87,139.73	21,082.19
Westpac	AA-	CASH	GENERAL	Monthly	30/06/2024	30/06/2024	4.6000	20,869,578.30	20,869,578.30	95,340.68	95,340.68
<b>TOTALS</b>								<b>417,446,338.30</b>	<b>417,446,338.30</b>	<b>5,217,111.85</b>	<b>1,084,410.50</b>

## Loan Repayments for Financial Year 2023/2024

Loan #	Purpose	Year Drawdown	Term of Loan	Interest Rate	Original Balance	Outstanding Balance as at 01/07/2023	Repayments due for 6mths ending 31/12/2023		Repayments due for 6mths ending 30/06/2024	
							Principal	Interest	Principal	Interest
2005.5	Glasshouse	2005	20yrs	6.030%	\$3,500,000	\$564,068	\$134,799	\$17,053	\$138,733	\$13,120
2007.2	Glasshouse	2007	20yrs	6.270%	\$5,435,954	\$1,490,793	\$193,628	\$46,704	\$199,699	\$40,633
2007.3	Glasshouse	2007	20yrs	6.270%	\$10,873,801	\$2,980,636	\$387,941	\$93,092	\$399,384	\$81,648
2015.1	Hastings River Drive (LIRS)	2015	10yrs	3.780%	\$5,600,000	\$1,293,712	\$314,402	\$24,451	\$320,344	\$18,509
2015.2	General - Roadworks	2015	10yrs	3.780%	\$800,000	\$184,816	\$44,915	\$3,493	\$45,763	\$2,644
2015.3	General - Stormwater Remediation	2015	10yrs	3.780%	\$200,000	\$46,204	\$11,229	\$873	\$11,441	\$661
2015.5	Stingray Creek Bridge (LIRS)	2015	10yrs	3.780%	\$8,600,000	\$1,986,771	\$482,831	\$37,550	\$491,957	\$28,424
2016.1	Waste Management - Kew Transfer Stn	2016	10yrs	3.440%	\$1,500,000	\$504,991	\$80,676	\$8,614	\$81,973	\$7,318
2016.6 LR	Glasshouse	2016	8yrs	3.270%	\$11,035,000	\$2,175,400	\$713,610	\$35,275	\$724,920	\$23,966
2016.8 LR	Stormwater	2016	10yrs	3.270%	\$1,730,000	\$582,424	\$93,047	\$9,935	\$94,542	\$8,440
2017.1	Town Centre Master Plan	2017	10yrs	3.510%	\$3,425,000	\$1,514,353	\$177,635	\$26,941	\$181,181	\$23,395
2018.1	Bridge Replacement	2018	10yrs	3.930%	\$3,350,000	\$1,837,493	\$167,437	\$36,799	\$171,510	\$32,727
2018.2	Stormwater Renewal	2018	10yrs	3.930%	\$1,000,000	\$548,505	\$49,981	\$10,985	\$51,197	\$9,769
2018.3	Footpath Construction	2018	10yrs	3.930%	\$500,000	\$274,253	\$24,991	\$5,492	\$25,598	\$4,885
2020.2	Roadworks	2020	10yrs	2.120%	\$2,252,500	\$1,625,929	\$108,497	\$17,093	\$109,197	\$16,393
2020.3	Natural Resource - Various	2020	10yrs	2.120%	\$147,500	\$106,470	\$7,105	\$1,119	\$7,151	\$1,073
2021.1	Regional Sporting Complex Construction	2021	10yrs	2.150%	\$1,500,000	\$1,225,099	\$70,582	\$13,170	\$71,341	\$12,411
2021.2	Timber Brides Renewals and Repairs	2021	10yrs	2.150%	\$1,200,000	\$980,044	\$56,161	\$10,860	\$57,151	\$9,871
2023.1	Purchase Tuffins Lane	2023	10yrs	6.230%	\$1,375,000	\$1,375,000	\$68,750	\$39,960	\$68,750	\$40,296
2023.2	Airport Parallel Taxiway	2023	10yrs	6.230%	\$3,620,000	\$3,620,000	\$181,000	\$105,204	\$181,000	\$106,089
Totals					\$67,644,755	\$24,916,961	\$3,369,216	\$544,665	\$3,432,830	\$482,273

# ENGAGEMENT SUMMARY



The Procurement Policy is a key document of our Procurement Framework consisting of Procurement strategy, policy, rules procedures, guidance documents as well as tools and templates. The draft Procurement Policy is designed to streamline and enhance Council's procurement practices while ensuring transparency, fairness and accountability in all our procurement opportunities.

The draft Procurement Policy was put on public exhibition with a survey open on Council's Have Your Say page for a period of 28 days between the 21<sup>st</sup> of May and the 18<sup>th</sup> of June 2024.



## Engagement approach

This project was defined as a *consult* project. During the 28 days of exhibition of this document an active survey was open to the community on Council's Have Your Say page allowing feedback to be received.



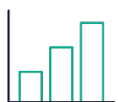
## Engagement activities

### Have Your Say

The draft Procurement Policy document was put on public exhibition via the Have Your Say page for a period of 28 days between the 21<sup>st</sup> of May and the 18<sup>th</sup> of June 2024. A survey was provided to the community to receive feedback.

### Have Your Say Newsletter

Our monthly newsletter updating the community with the projects that we are currently consulting on was sent to a total of **4605** recipients. **53.45%** of these recipients opened the newsletter and a total of **14** people clicked through to the draft Procurement Policy.



## Results/Conclusion

During the 28-day period that this document was on public exhibition there were **52 total visits** to the Have Your Say page, **11 downloads** of the document supplied, being the draft policy and **0 responses** provided by the survey.

There was **1** response received by email enquiring about the confidentiality in procurement decisions and transparency in procurement practices.

## Key Findings

- **52 total visits** to the Have Your Say page during the exhibition period.
- **11 downloads** of the draft Procurement Policy document.
- **0 responses** to the Have Your Say survey.



# ENGAGEMENT SUMMARY

## Next Steps



This Engagement Summary report will be provided to the Procurement team to aid their report before going to Council.



# Procurement Policy

## Document Control

Content Manager Record No.:

Action	Version	Completed by	Completion Date	Approved by	Approval Date	Review Date
Created	V01	Group Manager, Procurement	01/05/24	[position title]	DD/MM/YY	DD/MM/YY

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## 1. Purpose

The purpose of this Procurement Policy (**Policy**) is to establish a framework for the efficient, transparent, and ethical procurement of **goods, services, and works** by Port Macquarie Hastings Council (**PMHC**). This **Policy** ensures that our procurement practices align with contemporary standards, promote competition, uphold integrity and delivery value for all our stakeholders while adhering to legal and regulatory requirements.

## 2. Statement

We embrace a progressive approach to procurement, underpinned by collaboration, fairness, and accountability. We recognise our role as stewards of public resources and are dedicated to achieving the best outcomes for our community. Through this **Policy**, we strive to build trust, foster innovation and create opportunities for all stakeholders. Our commitment to innovative, transparent, and inclusive procurement practices reflects our dedication to excellence and service delivery.

## 3. Scope

This **Policy** applies to all procurement activities conducted by **PMHC**, encompassing the acquisition of **goods, services, and works**. It extends to all stages of the **procurement lifecycle** and applies to all individuals involved in procurement on behalf of **PMHC**. Our approach to procurement ensures that our processes are fair, inclusive, and responsive to the needs of our diverse community.

This **Policy** is binding on all employees, officials, contractors, and agents involved in procurement on behalf of **PMHC**.

**Note:** The five procurement principles detailed at item 4.1 below should be applied to related policies and procedures, such as the Asset Capitalisation & Disposal Policy and Purchase Card procedure.

## 4. Principles

### 4.1 Understand and apply our five procurement **Principles**

Our procurement practices are guided by the following procurement **Principles**:

#### **Principle 1: Be fair and ethical**

Fairness and ethical behaviour are essential to building trust among stakeholders and ensuring public confidence in our procurement practices.

#### *Desired outcomes:*

To promote integrity, transparency and accountability in all procurement activities, fostering a culture of trust and fairness.

#### *What this looks like in practice*

We display this culture in the following ways:

- implementing clear policies, rules and guidelines that uphold ethical conduct and fairness
- emending the Statement of Business Ethics, that aligns with latest industry standards that will help council staff to forge the right practices with business partners/suppliers
- providing training and resources to council staff undertaking procurement activities to ensure they understand and adhere to ethical standards
- being fair and impartial in all procurement activities



- declaring actual, potential or perceived conflicts of interest as soon as we become aware of them
- properly securing and managing sensitive, personal and confidential information
- creating awareness of Modern Slavery to actively combat exploitation, ensuring transparency in supply chains and championing human right principles
- offering and providing timely and appropriate feedback to 'suppliers' who have submitted **Responses**
- facilitating timely payment of correctly rendered **Supplier** invoices
- documenting decisions made in the procurement process
- actively managing contracts to monitor the delivery of obligations, and act on the failure of **Suppliers** to meet contractual obligations
- conducting regular audits and reviews to monitor compliance with ethical principles and identify areas for improvement, and
- establishing mechanisms for stakeholders to report any unethical behaviour or concerns.

#### **Principle 2: Make it easy**

Simplifying procurement processes reduces administrative burden, increases efficiency and encourages broader participation from **Suppliers**, particularly small and local businesses.

##### *Desired outcomes:*

To streamline procurement procedures, minimise red tape, and make it easier for **Suppliers** to engage with **us**.

##### *What this looks like in practice*

We will make procurement easy by:

- providing clear and accessible information about procurement opportunities, requirements, and procedures
- simplifying documentation and paperwork wherever possible, reducing unnecessary red tape
- utilising user-friendly procurement platforms and systems to facilitate communication with procurement owners and submission of **Responses**
- offering guidance and support to **Suppliers**, especially small businesses, to navigate the procurement process effectively
- exploring innovative procurement methods and frameworks to allow continuous supplier engagement and quicker procurement cycles, enhancing agility and responsiveness
- establishing dedicated points of contact for procurement inquiries and providing timely responses to supplier queries
- regularly updating **Suppliers** on procurement opportunities, changes in requirements, and upcoming projects through messaging or online portals
- encouraging feedback from **Suppliers** on their experiences with our procurement processes and using this input to identify areas for improvement.

#### **Principle 3: Achieve Best Value**

Procurement should not only focus on obtaining **goods, services, and works** at the lowest cost but also consider **broader benefits**, including quality, innovation, sustainability, and socioeconomic benefits.

##### *Desired outcomes:*

To optimise the use of resources, maximise value for money, and contribute to our strategic objectives and community well-being.

*What this looks like in practice*

We will achieve best value and broader benefits in our procurement activities by:

- considering a range of factors beyond price when evaluating **Responses**, such as availability, quality, reliability, and environmental sustainability
- encouraging competition and innovation among **Suppliers** to drive improvements and deliver better outcomes
- prioritising the engagement of local **Suppliers** and social enterprises to stimulate economic growth and create employment opportunities within the community
- incorporating environmental criteria into procurement specifications and evaluation criteria to prioritise environmentally friendly products, services, and practices
- engaging **Suppliers** in discussions about their environmental practices and capabilities, encouraging them to adopt sustainable solutions and reduce their carbon footprint
- assessing the lifecycle environmental impacts of goods and services, including factors such as energy efficiency, resource use, waste generation, and emissions
- promoting the use of eco-friendly materials, renewable energy sources, and sustainable production methods in procurement contracts and projects
- monitoring and reporting on the environmental performance of suppliers and procurement activities, tracking progress towards sustainability goals and identifying opportunities for improvement
- monitoring and evaluating the impact of procurement decisions on the community, environment, and economy, and adjusting strategies accordingly to maximise benefits, and
- continuously monitoring and evaluating the effectiveness of procurement activities through data analytics and feedback mechanisms, enabling iterative improvements and optimization of procurement processes over time.

**Principle 4: Collaborate for better outcomes**

Collaboration with stakeholders, suppliers, and the community enhances decision-making, fosters innovation, and maximises the impact of procurement activities.

*Desired outcomes:*

To leverage collective expertise, resources, and networks for improved outcomes, including innovation and sustainability.

*What this looks like in practice*

We will collaborate to achieve better outcomes by:

- establishing communication channels for ongoing dialogue and collaboration with stakeholders, including **Suppliers**, community groups and other government agencies
- incorporating input from stakeholders into procurement planning and decision-making processes to ensure alignment with community needs and priorities
- encouraging **Suppliers** to propose innovative solutions and sustainable practices that enhance the value and impact of procurement outcomes
- promoting knowledge-sharing and capacity-building initiatives to disseminate best practices and foster a culture of innovation and sustainability within Council and our procurement ecosystem, and
- encouraging collaboration and knowledge-sharing among our neighbouring councils and other public sector agencies to identify best practices and adopt standardised approaches for interoperability and efficiency.



#### **Principle 5: Promote strong governance**

Strong governance ensures that procurement decisions are made transparently, consistently, and in accordance with legal and regulatory requirements.

##### *Desired outcomes:*

To enhance accountability, mitigate risks, and strengthen oversight over procurement activities.

##### *What this looks like in practice*

We will promote strong governance by:

- complying with this **Policy** as well as all relevant legislation, regulations, codes, **Rules**, delegations and guidelines
- establishing clear roles, responsibilities, and authorities for procurement decision-makers
- implementing robust controls and checks throughout the **procurement lifecycle** to prevent fraud, corruption, or misuse of public funds
- conducting regular reviews and evaluations of procurement processes to identify areas for improvement and ensure compliance with governance standards, and
- engaging with internal and external stakeholders, such as the Internal Auditor, the Audit and Risk Committee (ARIC) and regulatory bodies, to seek feedback and enhance governance practices.

#### **4.2 Procurement at PMHC and our service delivery model**

We have established a “**centrally-supported**” service delivery model. Under this model **Business Units** are accountable for their own procurement activities through **Rules**, procurement-related guidelines, standardised templates and minimum standards.

The **Procurement Team** provides expert procurement policy advice and support to **Business Units**.

Roles and responsibilities: **Procurement Owners** within **Business Units** are responsible for their procurement outcomes, and for ensuring this Policy is followed and embedded into practice within all their procurement activities. **Procurement Owners** are to ensure that any procurement activity undertaken is consistent with the **Principles** detailed in this **Policy**.

**Procurement Owners** within **Business Units** remain accountable for procurements delivered on their behalf by a provider external to their **Business Units** including, for example, those delivered by shared service providers or under **supply arrangements**.

#### **4.3 Procurement Delegate**

In accordance with the *Local Government Act 1993*, the Chief Executive Officer may delegate responsibilities to nominated positions or officers to confirm that ‘procurement’ processes comply with this **Policy** and related guidelines and take account of related guidance.

The **Procurement Delegates** financial levels and delegated procurement and contract management responsibilities are detailed in the delegations register and schedule.

#### **4.4 Exempt Suppliers**

For procurements >\$250k (or \$150k as per cl.55(3)(n)(ii) of the *Local Government Act 1993*), the Council by resolution is responsible for approving exemptions under S.55(3)(i) of the *Local Government Act 1993* to allow discretion to dispense with the tendering requirements for specific **Suppliers**.



#### 4.5 Roles and responsibilities of the Group Manager Procurement (supported by the *Procurement Team*)

The Group Manager, Procurement (supported by the *Procurement Team*) is responsible for:

- ensuring this Policy, its related guidelines and guidance are appropriate, reflect better practice and facilitate a high standard of procurement performance
- providing expert procurement advice and support to *Business Units*
- facilitating collaboration across Business Units
- developing and maintaining 'procurement-related policies', targets, commitments and associated guidance
- engaging with the other government agency and external stakeholders on matters of strategic importance
- providing guidance to *Business Units* in relation to economic, social and environmental benefits and opportunities
- overseeing a consistent approach to procurement methodology and procedures, including reducing procurement process costs for *Suppliers* and *Business Units* across *PMHC*
- coordinating procurement capability building and training initiatives for *PMHC* staff, and
- coordinating procurement performance reporting in accordance with requirements established by the *Executive Team*.

## 5. References and Related Documents

The following is a list of all procurement connected policies, guidance, templates, and tools. The aim is to equip staff with a list of documents that detail rules or provide guidance on key procurement topics as they related to *PMHC*.

#### Legislation:

- Building & Construction Security of Payments Act 1999 (NSW)
- Civil Liability Act 2002 (NSW)
- Competition and Consumer Act 2010 (Cwth)
- Copyright Act 1968 (Cwth)
- Corporations Act 2001 (Cwth)
- Electronic transaction Act 2000 (Cwth)
- Fair Work Legislation Amendment (Secure Jobs Better Pay) Act 2022 (Cwth)
- Government Information (Public Access) Act 2009 (NSW)
- Government Sector Finance Act 2018 (NSW)
- Independent Commission Against Corruption Act 1988 (NSW)
- Local Government Act 1993 (NSW)
- Modern Slavery Act 2018 (Cwth)
- Privacy Act 1988 (Cwth)
- Privacy & Personal Information Protection Act 1998 (NSW)
- Public Information Disclosures Act 2022 (NSW)
- State Records Act 1998 (NSW)
- Work Health & Safety Act 2011 (NSW)

#### Regulations, Guidelines, Codes:

- Local Government (General) Regulation 2021 (NSW)
- Guidelines:
- Tendering Guidelines for NSW Local Government - Oct 2009



- NSW Government Code of Practice for Procurement - Jan 2005
- Guidance of Reasonable Steps - Modern Slavery
- Personal Property Securities Register (Australian Financial Security Authority)

**PMHC Policies, procedures, strategies, codes:**

- Code of Conduct
- Tendering Local Preference Policy
- Asset Capitalisation & Disposal Policy
- Fraud and Corruption Prevention Policy
- Public Interest Disclosure Policy
- Procurement Strategy
- Statement of Business Ethics - Procurement
- Supplier Code of Conduct
- Asset Capitalisation & Disposal procedure
- Delegated Authorities procedure
- GIPA Contracts Register procedure and workflow
- Purchase Card procedure

## 6. Definitions

Word or phrase	Definition
<b>Best Value</b>	<b>Best value</b> means the best available result for <b>PMHC</b> for the money spent. It includes using resources effectively, economically, and responsibly, and taking into account: <ul style="list-style-type: none"> <li>• the procurement's contribution to the results you are trying to achieve, including any <b>broader benefits</b> you are trying to achieve, and</li> <li>• the total costs and benefits of a procurement (total cost of ownership).</li> </ul>
<b>broader benefits</b>	<b>Broader benefits</b> are additional benefits generated by the way <b>goods, services and/or works</b> are procured and delivered. It requires <b>us</b> to consider the costs and benefits to our community, the environment and the economy, alongside the traditional procurement considerations.
<b>Business Units</b>	<b>Business Units</b> means, for the purpose of this <b>Policy</b> , the teams established under one of the five directorates.
<b>Executive Team</b>	The <b>Executive Team</b> is the group of senior leaders responsible for <b>PMHC's</b> overall strategy and direction.
<b>goods, services and/or works</b>	<b>Goods and/or services</b> include all property (except for real property) and all types of services including building and construction services, and infrastructure.
<b>Council / PMHC / us / we</b>	<b>Council / PMHC / us / we</b> means Port Macquarie-Hastings Council.
<b>Policy</b>	<b>Policy</b> means this Procurement <b>Policy</b> as adopted by <b>Council</b> and amended from time to time.
<b>Principles</b>	<b>Principles</b> is a short name for our procurement principles as detailed in section 4.1 of this <b>Policy</b> .
<b>Procurement Delegate</b>	The <b>Procurement Delegate</b> is the staff member responsible for the commitment to proceed in accordance with the delegations.
<b>procurement lifecycle</b>	The <b>procurement lifecycle</b> incorporates all aspects of the procurement from, planning, sourcing, managing and beyond.





<b>Procurement Team</b>	The <b>Procurement Team</b> is a <b>Business Unit</b> within the Business & Performance directorate of <b>PMHC</b> .
<b>Response</b>	A <b>Supplier's reply to a procurement notice</b> , examples include: <ul style="list-style-type: none"> <li>• registering of interest in a contract opportunity</li> <li>• submitting a proposal, quotation or tender, and</li> <li>• applying to qualify as a pre-approved supplier.</li> </ul>
<b>Rules</b>	<b>Rules</b> is a short name for the procurement <b>Rules</b> , which are the <i>Rules 1 to 68</i> , the definitions in this section. Information in boxes and diagrams accompanying the <b>Rules</b> are not part of the <b>Rules</b> may be used to help with understanding the <b>Rules</b> .
<b>Supplier</b>	<b>Supplier</b> is a person, business, company or organisation that supplies or can supply <b>goods, services and/or works</b> to <b>PMHC</b> .
<b>Supply arrangements</b>	<b>Supply arrangements</b> is the umbrella term that encompasses panel contracts and approved procurement lists. It sets out the terms and conditions (including pricing) that the parties agree to contract on in the event that the <b>Supplier</b> is allocated a contract for supplying the covered <b>goods, services and/or works</b> .

## 7. Responsible Officer

For more information on the Procurement Policy and its associated documents please contact the Group Manager, Procurement.

# 2 Your Community Life

**What we are trying to achieve**

A healthy, inclusive and vibrant community.

**What the result will be**

We will have:

- Community hubs that provide access to services and social connections
- A safe, caring and connected community
- A healthy and active community that is supported by recreational infrastructure
- A strong community that is able to identify and address social issues
- Community participation in events, programs, festivals and activities

**How we will get there**

- 2.1 Create a community that feels safe
- 2.2 Advocate for social inclusion and fairness
- 2.3 Provide quality programs, community facilities and public spaces, for example, community halls, parks and vibrant town centres
- 2.4 Empower the community through encouraging active involvement in projects, volunteering and events
- 2.5 Promote a creative and culturally rich community



Draft Camden Head Master Plan

# Community Engagement Report

July 1, 2024

# ENGAGEMENT REPORT

<b>Project name</b>	Endorsed Draft Camden Head Master Plan		
<b>Project manager</b>	Joel Heise		
<b>Consultant</b>	N/A		
<b>Engagement Officer</b>	Addam Lockley		
<b>Operation Plan #</b>		<b>CM Reference</b>	

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# ENGAGEMENT REPORT

## INTRODUCTION

### Background

The “Endorsed Draft Camden Head Master Plan” outlines a phased strategy for the future development of the Camden Head Lookout Reserve. This plan was endorsed by Council for public exhibition purposes following an Ordinary Council Meeting on 16 May 2024 in accordance with the following resolution:

*That Council:*

- 1. Note the tabled petition as presented to the May 2024 Ordinary Council Meeting and the information in the report regarding previous engagement activities and responses.*
- 2. Endorse the Draft Master Plan (as attached) for the purpose of public exhibition for a period of not less than 28 days.*
- 3. Include in the exhibition, for feedback, the Draft Staged Concept Design (Camden Head Masterplan) submitted by Mr Blair Maxwell as presented to Councillors at the 13 May 2024 Public Forum.*
- 4. Request the Chief Executive Officer prepare detailed information regarding land tenure, zoning and environmental constraints that apply to Camden Head as detailed in the April 2024 Councillor Briefing to support the public exhibition.*
- 5. Seek expressions of interest through the engagement process for community members in becoming a member of “Friends of Camden Head”.*
- 6. Provide a report to the July 2024 Ordinary Council meeting with the outcome from the engagement and proposed way forward.*

Key components of the Endorsed Draft Camden Head Master Plan include:

- 1. Picnic Area Enhancement:** Addition of picnic tables, a new pathway linking the road to the beach boardwalk, and signage installation.
- 2. Pathway Extension and Picnic Area:** Further expansion of picnic facilities and pathways, including a grassed area and tree planting.
- 3. Vegetation Enhancement:** Infill planting among existing vegetation, focusing on maintenance and pathway extensions connecting to the beach boardwalk.
- 4. Car park Formalisation:** Formalisation of parking areas at the site and adjacent areas managed by National Parks Wildlife Services (NPWS).

## ENGAGEMENT REPORT

A Proposal from a local stakeholder was separately presented to Council at the May 2024 Ordinary Council meeting. In accordance with item 3 of the Council resolution this plan, referred to as the "Individual Stakeholder Plan", was included in the exhibition for feedback. The Individual Stakeholder Plan included the following:

1. **Clearing and Mulching:** Clearing near the fence to encourage endangered grassland growth.
2. **Picnic Area Enhancement:** Replacement and addition of picnic tables, garden beds, and BBQ facilities.
3. **Pathway Improvement:** Creation of accessible pathways linked to stairs and boardwalks.
4. **Canopy Thinning:** Thinning of canopy to promote native grass propagation and improved access pathways.
5. **Formal Car parks:** Establishment of designated visitor parking areas.
6. **Interpretive Signage:** Installation of informational signage about the area.

The public exhibition period allows stakeholders to provide feedback before final adoption by Council.

### Friends of Camden Head

At the Council meeting on 16 May 2024, Council also resolved (item ??) to invite community members to express their interest to the "Friends of Camden Head" volunteer group, in partnership with Port Macquarie Hastings Council. This initiative aims to engage volunteers in maintaining local vegetation and supporting community projects within Camden Head Lookout Reserve.

Volunteers would undertake tasks such as weed control, planting, litter collection, habitat restoration, and assisting with landscape projects and events. The initial agreement is set for two years and can be adjusted based on mutual agreement. If the community supports the establishment of the "Friends of Camden Head," a formal Management Plan and Memorandum of Understanding (MoU) would be developed for the area.

Councils May resolution (item 4) also requested the inclusion of detailed information regarding land tenure, zoning and environmental constraints that apply to Camden Head to support the public exhibition and community feedback.

### Engagement approach

Following the International Association for Public Participation (IAP2) matrix for public participation, the level of engagement for the concept design was 'inform' to 'consult'. This means we sought to:

- Provide the public with balanced and objective information to assist them in understanding the project.

#### 4 Engagement Report - Draft Camden Head Master Plan





# ENGAGEMENT REPORT

- Obtain feedback on analysis, alternative and/or decisions.

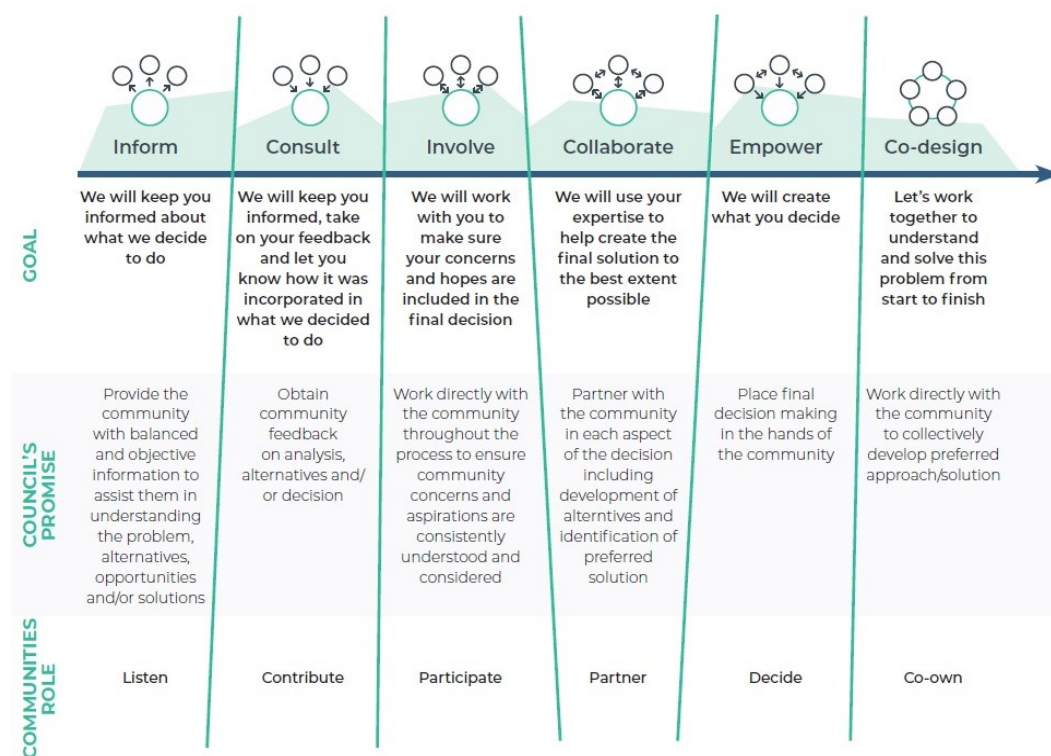
Our commitment from this process is to:

- Keep the community informed.
- Listen and acknowledge concerns and aspirations.
- Let the community know how their input has influenced decision(s) made in finalising the design.

Our Have Your Say webpage was the key platform used in this engagement with feedback submitted via an online survey and through direct email. The consultation was open between Tuesday, 28 May 2024 and Monday, 1 July 2024.

## Spectrum of Participation

Port Macquarie-Hastings Council undertakes engagement using the industry standard IAP2 Spectrum of Participation which is designed to assist with the selection of the level of participation that defines Council's promise and the community's role in the decision-making process.



# ENGAGEMENT REPORT

## Data analysis and generative AI

Key themes throughout this report have been identified using generative artificial intelligence (AI). For the purposes of this report, generative AI refers to a system that can create content based on the data input.

## Consultation focus

The community were invited to provide feedback on the future development and management of Camden Head Lookout Reserve. Council outlined a staged Endorsed Draft Master Plan, focusing on enhancements such as new picnic tables, expanded pathways, improved vegetation management, and formalised car parking areas.

Feedback was also sought on an Individual Stakeholder Proposal, which outlined stages including vegetation clearing, picnic area upgrades, pathway improvements, and additional car parks.

Community involvement was also encouraged, including expressions of interest to join the "Friends of Camden Head" volunteer group for ongoing maintenance and community projects.

The feedback process included "draw your own plan", side-by-side comparison proposals, a survey seeking feedback on the staged Endorsed Draft Master Plan and reviewing zoning and tenure maps (attached in this document) to understand how these areas can be developed and preserved in alignment with environmental considerations.



## ENGAGEMENT REPORT

Camden Head Tenure Map shown below indicates who owns or uses the land and for what purpose. The tenure map identifies land ownership, leasing, reservation, or allocation for uses within the specified area.



*Image: Camden Head Tenure Map*

# ENGAGEMENT REPORT

Camden Head Zoning Map is a visual guide that displays the different areas designated for specific uses.

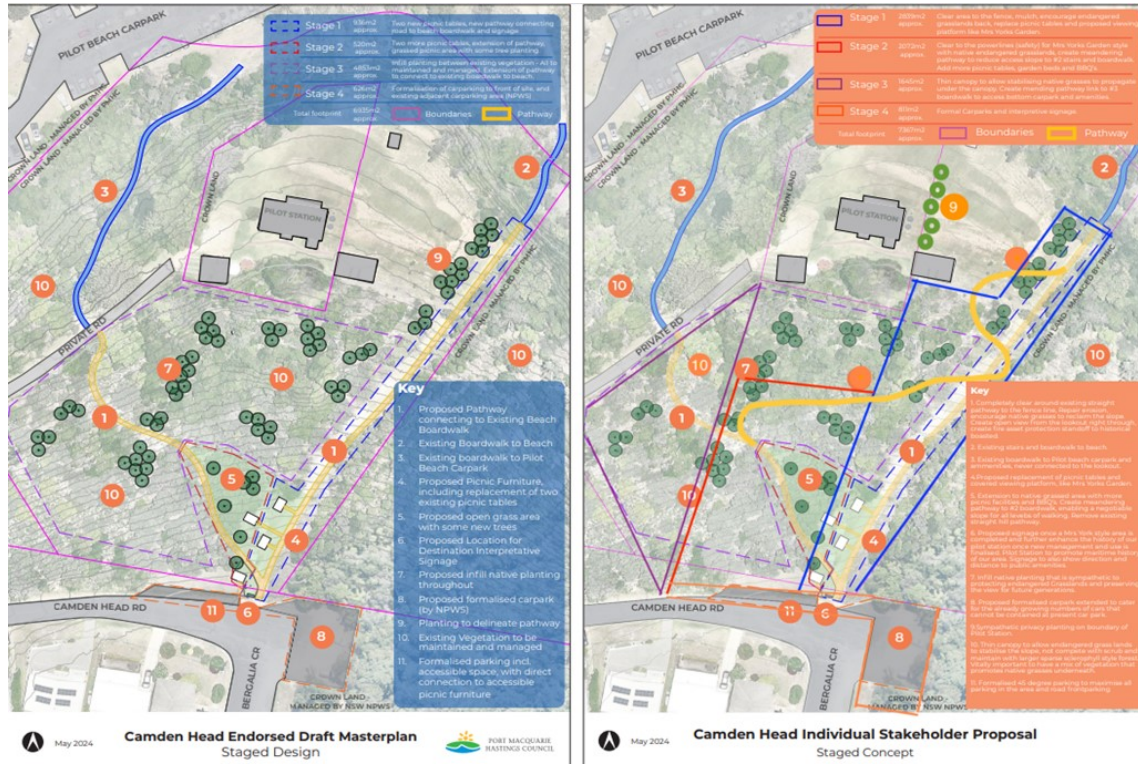


Image: Camden Head Zoning Map



# ENGAGEMENT REPORT

A document with a side-by-side comparison was provided to allow the community to assess both plans (i.e., the Council Endorsed Master Plan and the Individual Stakeholder plans), and provide feedback based on the variances between stages.



Side-by-Side Comparison

# ENGAGEMENT REPORT

## ENGAGEMENT ACTIVITIES, TIMELINES AND RESULTS

### Corflute Signage

Three A1 corflute signs were installed in the local area for residents and visitors to gain information on the Have Your Say page highlighting the proposed plans. These signs also included a QR code to provide a direct link to Council's Have Your Say page for more information.





# ENGAGEMENT REPORT

## Draw Your Own Concept

The community were invited to draw their own concept via the Have Your Say platform documents tab. The document provided an opportunity for community members to provide a concept drawing of their ideas.



May 2024

# ENGAGEMENT REPORT

## Have Your Say

The data presented below represents the preferences of those who provided feedback and should not be considered as a voting system.

Community engagement is designed to ensure that a range of perspectives and factors are considered in decision-making. It aims to create an understanding of community needs and preferences while facilitating active participation and dialogue.

### Analysed Data:

- 1,100 page visits
- 118 responses inclusive of 30 email submissions
- 893 combined downloads of the documents provided
- 17 contributors to the Friends of Expression of Interest

## Communications

Social media channels were utilised to promote the Have Your Say page to maximise the audience to seek feedback on the Endorsed Draft Camden Head Master Plan.

The screenshot displays Facebook analytics on the left and a post from Port Macquarie Hastings Council on the right.

**Facebook Analytics (Left):**

- PEOPLE REACHED** ⓘ
- Total Reach: **835**
- Organic Reach: 747
- Viral Reach: 90
- Paid Reach: 0
- Video captions:** Facebook reports that captioning a video increases average video view time by 12%. Includes an "ADD CAPTIONS" button.
- Labels:** Labels without a group ⓘ. Includes tags for "Liveable Communities", "Have Your Say Fortnightly", and "Add labels...".
- Promote:** HELP. Message: "The selected channels aren't connected to an ad account that you have access to."

**Facebook Post (Right):**

- Port Macquarie Hastings Council**
- 24 Jun 2024 8:00
- PMHC | Have Your Say
- We have several engagement opportunities for you to have your say on, including:
- 🏡 Shaping the future of Camden Head with the Endorsed Draft Master Plan | Consultation closing 1 July 2024
- 🌟 A new play space at Andrews Park | Submissions closing Thursday 11 July 2024.
- 🌳 Draft Recreation and Open Space Action Plan | Consultation closes Friday 28 June 2024.
- 💧 Draft Wastewater Services Policy | Submissions closing Friday 28 June 2024.
- We value your feedback and appreciate the time you take to let us know what you think about what's happening in our community. Visit <https://haveyoursay.pmhc.nsw.gov.au/> to have your say.
- Hashtags: #PMHCouncil #PortMacquarieHastingsCouncil #PMHC #PortMacquarie #PortMacquarieHastings #Wauchope #Comboyne #CamdenHaven #Kew #BonnyHills #TelegraphPoint #LakeCathie #Kendall #LongFlat #MidNorthCoastNSW #HaveYourSay #Community #PlanningAndDesign

# ENGAGEMENT REPORT

## Stage One Feedback

Stage One outlines two new picnic tables replacing the existing ones, new pathway connecting road to beach boardwalk and signage. These works were considered to be relatively easy and quick to achieve within existing environmental constraints and zoning. These are the key themes across all the Stage One feedback.

### 1. **Preference for the Individual Stakeholder Proposal:**

- A significant portion of the community strongly supports the Individual Stakeholder Proposal over Council's Endorsed Draft Master Plan. Feedback highlights the stakeholder proposal better addresses community desires for enhanced views, picnic area improvements, and overall usability and safety of the space.

### 2. **Environmental Concerns and Habitat Protection:**

- There is a widespread concern about environmental conservation, particularly regarding vegetation clearance. Residents and stakeholders emphasised the importance of minimising habitat disturbance and preserving native vegetation corridors, such as the littoral rainforest and wildlife habitats.

### 3. **Community Safety and Accessibility:**

- Safety and accessibility improvements are highlighted as essential, including the need for safe pathways, disability access, erosion control, and the provision of amenities like rubbish bins. These improvements are seen as crucial for enhancing public enjoyment and usability of the area.

### 4. **Historical and Cultural Preservation:**

- Preservation of historical and cultural sites, such as the Pilot Station, is supported by various stakeholders, including committees and volunteers associated with these heritage sites. There is an emphasis on respecting and enhancing these historical elements while planning for future developments.

### 5. **Community Engagement and Transparency:**

- Feedback highlighted concerns over community engagement and transparency in the planning process highlighting views may not have been fully acknowledged or adequately considered, resulting in some division and discontent within the community.

## Community Division:

### 1. **Support for Council's Endorsed Master Plan:**

- While there is significant support for the Individual Stakeholder Proposal, there are also those within the community that favour Council's Endorsed Master Plan. Feedback

## ENGAGEMENT REPORT

highlights reasons such as compliance with environmental laws, minimal disturbance to native vegetation, and broader benefits for recreational use and visitor access.

### 2. **Environmental vs. Recreational Priorities:**

- A clear division exists between those prioritising environmental conservation (e.g., minimal vegetation clearing) and those advocating for enhanced recreational facilities (e.g., more picnic tables, improved pathways). Finding a balance between these priorities is a challenging issue.

### 3. **Pathway and Infrastructure Preferences:**

- Differences in preferences also extend to specific infrastructure details, such as the type and alignment of pathways. Some prefer meandering paths that blend with natural surroundings, while others prioritise practicality and ease of access.

### 4. **Safety Concerns vs. Development Needs:**

- There are differing views on whether safety concerns (e.g., erosion control, disability access) should take precedence over amenity needs (e.g., additional picnic tables, new pathways). Balancing these priorities while addressing community safety concerns remains a challenge.

Stage One feedback reveals a complex landscape of competing interests and priorities. While there is a strong consensus around the benefits of the Individual Stakeholder Proposal in enhancing community enjoyment and preserving natural beauty, there are also legitimate concerns about environmental impact, safety, and regulatory compliance.

### **Design feedback response Stage One**

The Endorsed Draft Camden Head Master Plan - Stage One, proposes two new picnic tables replacing the existing ones, new pathway connecting road to beach boardwalk and signage.

The Individual Stakeholder Proposal - Stage One, proposes to clear area to the fence, mulch, encourage endangered grasslands back, replace picnic tables and implement a viewing platform like at Mrs Yorks Garden in Port Macquarie.

It is acknowledged that the community feedback identified access and vegetation clearance as priority actions. The community also highlighted for Council to consider the environmentally sensitive area of Camden Head. A letter submission from National Parks and Wildlife Services notes that "any significant removal of native vegetation within the existing habitat corridor in the Camden Head Lookout Reserve will negatively impact biodiversity values of Kattang Nature Reserve".

In response to community feedback, an amended CHMP has been developed - Stage One focuses on immediate maintenance works for the walking trail from the reserve to the beach. These works would include clearing to ensure suitable width for access is maintained. The existing trail fence is retained, and the trail will be cleared only to this fence line. A resting bench, location part way up the existing trail, will be implemented as part of this stage. Council



# ENGAGEMENT REPORT

is to deliver Stage One using available Operational Budget. Unfunded projects including additional picnic tables are now proposed in Stage Two of the Master Plan.

## Stage Two Feedback

Stage Two outlines two additional picnic tables, extension of pathway, grassed picnic area with some tree planting. These are the key themes across all the Stage Two feedback.

### 1. Picnic Facilities and Amenities:

- **Desire for Picnic Tables:** There is a split opinion on the necessity of additional picnic tables. There is support for the proposal, citing occasional high demand, while others argue against it due to low usage and alternative nearby facilities.
- **Preference for BBQ Area:** Requests for a BBQ area are seen as a positive addition to enhance community enjoyment.

### 2. Vegetation and Environmental Impact:

- **Native Vegetation Preservation:** There is support for preserving native vegetation, particularly littoral rainforest, and maintaining biodiversity corridors. Concerns are raised about potential negative impacts from new pathways, additional tree planting, and the introduction of non-native grasses.
- **Environmental Sustainability:** Feedback emphasises the importance of sustainability in any proposed changes, advocating for locally provenanced species in any planting efforts.

### 3. Accessibility and Usability:

- **Accessibility Concerns:** Strong consideration for wheelchair accessible options highlight the need for inclusivity in the planning process.

### 4. Infrastructure and Facility Maintenance:

- **Maintenance Issues:** Concerns about the practicality and ongoing maintenance of proposed grassed areas, particularly in a location prone to ticks and other environmental challenges.

### 5. Overall Community Impact:

- **Balance between Conservation and Community Use:** There's a significant debate over striking a balance between conservation efforts and community access to and enjoyment of the area. Some feel Council's Draft Endorsed Master Plan favour conservation too heavily at the expense of public enjoyment and amenity.

## ENGAGEMENT REPORT

### 6. Support for Council's Plan:

- Council's Endorsed Draft Master Plan received considerable support, particularly for measures aimed at conserving native vegetation and safeguarding vital wildlife corridors. These provisions are seen as crucial steps towards ensuring sustainable development and preserving the environment for future generations.

Stage Two feedback emphasises a significant preference for community-centred planning that achieves a balance between conservation efforts and providing practical amenities for public enjoyment.

#### Design feedback response Stage Two

The Endorsed Draft Camden Head Master Plan - Stage Two, proposes two additional picnic tables, extension of pathway, grassed picnic area with some tree planting.

The Individual Stakeholder Proposal - Stage Two, proposed to clear vegetation to the powerlines (safety) for a space similar in area to Mrs Yorks Garden at Port Macquarie with native endangered grasslands, create meandering pathway to reduce access slope to stairs and boardwalk. Add more picnic tables, garden beds and BBQ's.

Similarly, to responses in Stage One, the community feedback received regarding stage two recognised that access and vegetation clearance are considered as priority actions. Noted in stage one design response; maintenance works are to be undertaken now during stage one, to clear walking trail access to beach. The limited extent of vegetation clearing for the site is due to notable environmental impacts that may occur if this was undertaken. The proposal for vegetation clearing is not supported by several submissions, of which specifically indicate there is no evidence to suggest that the Themeda grassland is a natural occurrence on the specific site in question. Instead, the presence of littoral rainforest plant community adjacent to the site, as well as remnants of this community within the site, suggests that littoral rainforest was likely the dominant vegetation type before European disturbance. Erosion mitigation is therefore proposed with infill planting, this will be undertaken in stage three.

The proposal for a BBQ facility at this reserve is not supported as this is deemed a local level space. Pilot Beach Reserve which is located nearby is deemed a neighbourhood space that offers a play space, BBQs, bubblers, shaded picnic tables and public toilet amenity.

In response to community feedback an amended Camden Head Master Plan - Stage Two has been developed and it outlines the construction of four new sheltered picnic tables. Surrounding three of the new picnic tables is an open grassed area which, supports the requested recreation community space. An additional accessible sheltered picnic table is located near the entry to the reserve with connection to allocated accessible parking space within the angled car parking area.

A viewing platform is now proposed at the entry to the reserve, and the updated interpretative signage remains at the front of the reserve, now on the other side of the footpath.

The walking trail connection to the beach and three picnic tables will include stepped, ramped and pathway sections to accommodate to the grade of the site, deeming some areas of the trail not accessible.

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## Stage Three Feedback

Stage Three outlines infill planting between existing vegetation - All to be maintained and managed. Extension of pathway to connect to existing boardwalk to beach. These are the key themes across all the Stage Three feedback.

### **Vegetation Management and Views:**

- There is a divide between those advocating for more clearing to improve views and create usable spaces, particularly for recreational use by families and pets, and those who emphasise the preservation of native vegetation to maintain biodiversity and natural aesthetics. Some stakeholders strongly oppose any further infill planting or pathways that could alter the existing landscape and views.

#### **1. Concerns about Pathways and Infrastructure:**

- Feedback regarding proposed pathways through bushland varies widely. Some support enhancements that facilitate access and connectivity, while others argue against such developments due to perceived environmental impacts, maintenance costs, and potential disturbance to natural habitats.

#### **2. Environmental Conservation:**

- Stakeholders stress the importance of maintaining and enhancing biodiversity, citing concerns about the impact of any proposed developments on local flora and fauna. They advocate for measures that support the regeneration of native species and protect existing habitats.

Stage Three feedback identifies the importance of vegetation management, recreational access, and environmental conservation. There is a clear call for increased community involvement and consultation in shaping the future of the area to ensure alignment with local preferences and environmental goals.

### **Design feedback response Stage Three**

The Endorsed Draft Camden Head Master Plan - Stage Three, proposes Infill planting between existing vegetation - All to be maintained and managed. Extension of the pathway to connect to existing boardwalk to beach via Pilot Beach carpark.

The Individual Stakeholder Proposal - Stage Three, proposes to thin the canopy to allow stabilising native grasses to propagate under the canopy. Create meandering pathway link to boardwalk to access bottom carpark and amenities.

Community feedback recognised that the trail connecting to boardwalk via private road on the north of site is not required and would not be of added benefit for the reserve. The linked section of the pathway has been removed from the proposed amended Master Plan. A walking trail is provided to allow the community to enter and enjoy the reserve on their way to the

## ENGAGEMENT REPORT

beach. The trail splits into a direct route, or alternatively, a meandering slower route that connects with the three sheltered picnic tables, as mentioned this is proposed Stage two.

As previously mentioned in Stage two design feedback, there is no evidence to suggest that the Themeda grassland (native grasses) is a natural occurrence on the specific site in question and it is not proposed to clear vegetation for this purpose.

The proposed amended Camden Head Master Plan - Stage Three outlines infill planting between existing vegetation, and additional planting to delineate the walking trail at the pilot station boundary. All existing vegetation in this area is to be maintained and managed.

### Stage Four Feedback

Stage Four outlines formalisation of car parking to front of site, and existing adjacent car parking area National Parks and Wildlife Services (NPWS). These are the key themes across all the Stage Four feedback.

#### 1. **Need for Increased Parking:**

- There is a consistent demand for more parking spaces to accommodate the growing number of visitors to Kattang Nature Reserve and the lookout area. Stakeholders' express concerns about current congestion and the overflow of parked cars onto nearby streets, indicating a clear necessity for expanded parking facilities.

#### 2. **Formalisation of Parking Areas:**

- Feedback supports the formalisation of existing parking areas to enhance safety, accessibility, and the overall visitor experience. This includes proposals for structured parking arrangements such as angled parking to maximise space and allow more cars to enjoy views comfortably.

#### 3. **Support for Infrastructure Development:**

- There is widespread support for infrastructure development across multiple stages (1, 2, and 3), with a strong preference for simultaneous implementation to ensure that newly developed areas are adequately supported by parking infrastructure from the outset.

#### 4. **Environmental Considerations:**

- While there is a focus on improving amenities like parking, there are also concerns about minimising environmental impact, particularly regarding native vegetation preservation and the management of stormwater runoff to protect natural habitats.

Stage Four feedback identifies stakeholders overwhelmingly support the enhancement and formalisation of parking facilities, advocating for solutions that balance increased visitor access with environmental conservation efforts.

# ENGAGEMENT REPORT

## Design feedback response Stage Four

The Endorsed Draft Camden Head Master Plan - Stage Four, outlines formalisation of parallel carparking to front of site, and formalisation of existing adjacent carparking area - National Parks and Wildlife Services (NPWS to complete works)

The Individual Stakeholder Proposal - Stage Four outlines formal carparks, including extension of NPWS carpark and interpretive signage.

The proposed amended Camden Head Master Plan now outlines formalisation of angled carparking to front of site, and formalisation of existing adjacent carparking area - National Parks and Wildlife Services (NPWS to complete works).

### Other Feedback:

Respondents were invited to provide open feedback; these are the key themes across all the feedback received during to public exhibition stage:

#### 1. **Community Preferences and Divisions:**

- There is a clear divide between supporters of the Council's Endorsed Master Plan and advocates for the Individual Stakeholder Proposal (ISP). Supporters of the ISP argue it better aligns with community desires for amenities like picnic tables and improved views, while critics of the Council's Endorsed Plan believe it falls short in meeting these expectations.

#### 2. **Environmental Conservation vs. Development:**

- The debate centres around balancing environmental protection, particularly of critical habitats like littoral rainforest and wildlife corridors, with the development of recreational amenities and scenic viewpoints. Critics of the Individual Stakeholder Proposal highlight concerns about ecological sustainability and potential habitat destruction due to proposed vegetation clearing.

#### 3. **Historical and Recreational Restoration:**

- Some feedback emphasises the historical significance of the area, advocating for plans that restore scenic views reminiscent of Mrs York's Garden in Port Macquarie. However, this is juxtaposed with concerns over the ecological impact of such developments and the preservation of the Pilot Station's historical integrity.

#### 4. **Community Involvement in Planning:**

- There is widespread feedback highlighting the perceived lack of community consultation and involvement in decision-making processes. Residents feel their preferences and concerns have not been adequately considered by Council, leading to calls for more inclusive planning practices.

## ENGAGEMENT REPORT

### 5. Financial and Practical Considerations:

- Concerns about the financial implications of both plans are prominent. Supporters of the Council's Endorsed Plan argue it is more financially viable, backed by potential state and federal grants, while the Individual Stakeholders Proposal was seen to lack transparency in funding and broader community support and input.

### 6. Legal and Environmental Compliance:

- Regulatory compliance with local, state, and federal environmental laws is a recurring theme. Critics of both plans cite potential legal and ecological ramifications, particularly regarding habitat protection and fire risk management.

### 7. Tourism and Economic Considerations:

- Views diverge on the potential economic benefits of developing Camden Head as a tourist destination. Some see opportunities in enhancing amenities, while others prioritise maintaining the area's natural beauty and ecological integrity.

### 8. Community Safety and Maintenance:

- Concerns over safety hazards, such as overgrown vegetation posing fire risks, and the maintenance of existing infrastructure are also raised. There are suggestions for better management strategies to address these issues effectively.

Overall, the feedback highlights a complex set of community expectations and environmental considerations that need careful navigation to develop a plan for Camden Head that satisfies both conservation and recreational needs.

### Landcare Petition

The residents of the Port Macquarie-Hastings Council Local Government Area have submitted a petition (520 signatures) addressing concerns about the management of the Pilot Station Lookout, identified by street signage at the corner of Camden Head Road and Bergalia Crescent in Camden Head.

The petition urges the Port Macquarie-Hastings Council to adopt the Endorsed Camden Head Draft Master Plan, presented at the May 16th General Meeting of Council (Item 11.02). This plan, developed by Port Macquarie Hastings Council staff, aims to enhance recreational opportunities at the lookout while preserving the area's natural vegetation. The petitioners view this Master Plan as a balanced solution that meets community recreational needs while safeguarding the region's biodiversity.

*This petition will be attached with the Council report and is not appended here.*

*Please note, Councillors have been sent the petition for reference.*

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## Petition for Restoration of the Camden Head Lookout

The residents of the Port Macquarie-Hastings Council Local Government Area submitted a petition (236 signatures) prior to public exhibition in August 2023 addressing concerns about the management of the Camden Head Lookout in Camden Head.

The petition recommended the Port Macquarie-Hastings Council to undertake the restoration of Camden Head Lookout view and picnic area, corner Camden Head Road and Bergalia Crescent, Camden Head.

## NEXT STEPS

Port Macquarie-Hastings Council will review the feedback received on both the Endorsed Draft Camden Head Master Plan and the Individual Stakeholder Proposal.

Information identified by the relevant parties will determine the next steps and community members will be notified accordingly.

## APPENDIX A - Verbatim Feedback: *Do you have any feedback on Stage 1?*

Submission Date	Submission Feedback
5/28/2024 02:23 PM	<b>Feedback:</b> Not large enough to protect the Heritage pilot station from fire, The Lookout View or create a usable safe space for the public to access and enjoy. Not what the mayor or public have been asking for. A travesty of a design, with obviously not insight to the site or community needs.
5/28/2024 07:10 PM	<b>Feedback:</b> Completely insufficient and ignoring community views about the headland
6/07/2024 04:02 PM	<b>Feedback:</b> Very appropriate works providing safe access and upgrade of tables.
5/29/2024 02:43 PM	<b>Feedback:</b> Vegetation clearance around stage 1 is reduced to a minimum to retain habitat and landscape linkages from Gogleys Lagoon to Kattang NR. Car parking along Camden Head Road is unlikely to be able to cope with an additional 3 picnic tables, new rubbish bins will be needed.
5/31/2024 09:15 AM	<b>Feedback:</b> The Pilot Station Committee, Management and Volunteers would like to support the development of Stage 1.
6/03/2024 11:55 AM	<b>Feedback:</b> Supportive



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6/03/2024 04:45 PM	<b>Feedback:</b> I would like the Individual Stakeholder Plan Endorsed and implemented as the plan for this space. Stage 1 of Council plan does nothing to address the need to remove the extensive overgrown mess this area has become.
6/03/2024 06:42 PM	<b>Feedback:</b> Its useless to get our view back. I want the Individual Stakeholder proposal
6/04/2024 01:28 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/04/2024 08:20 PM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 12:35 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 05:46 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 06:06 PM	<b>Feedback:</b> Appears appropriate and I support this
6/06/2024 04:11 PM	<b>Feedback:</b> This stage is the area that is the real problem between the different parties. If some of the teatrees were removed and the stumps cleaned up along the fence line, to open up the view to the bar. 99% of residents and visitors would be satisfied. If that's not done you have a battle and a divided community on your hands.
6/07/2024 11:44 AM	<b>Feedback:</b> The Individual Stakeholders Plan is progressive and serves the community , so much more ....as a former resident of Camden Head , this by far is the more positive plan
6/09/2024 10:28 AM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/09/2024 01:17 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/10/2024 10:31 AM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and Implemented for this space
6/11/2024 11:17 AM	<b>Feedback:</b> agree
6/11/2024 12:59 PM	<b>Feedback:</b> I prefer the meandering path of the other independent proposal.
6/11/2024 02:02 PM	<b>Feedback:</b> We want the individual Stakeholder Plan Endorsed and implemented as the plan for this space



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6/11/2024 02:08 PM	<b>Feedback:</b> No
6/11/2024 02:43 PM	<b>Feedback:</b> Perfect
6/11/2024 04:20 PM	<b>Feedback:</b> My kids and I want to see the individual stakeholder plan as the plan for the area
6/11/2024 05:24 PM	<b>Feedback:</b> Individual Stakeholder proposal
6/11/2024 06:56 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/11/2024 07:03 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/11/2024 10:14 PM	<b>Feedback:</b> I would like the Individual Stakeholder Plan endorsed and implemented as the plan for this space.
6/12/2024 09:41 AM	<b>Feedback:</b> no
6/12/2024 11:07 AM	<b>Feedback:</b> Should go ahead
6/12/2024 11:47 AM	<b>Feedback:</b> I prefer the Individual Stakeholder Plan
6/12/2024 12:46 PM	<b>Feedback:</b> I support the adoption of the PMHC Endorsed Master Plan. I oppose the Individual Stakeholder Master Plan.
6/12/2024 03:46 PM	<b>Feedback:</b> So ridiculous , here we have a beautiful environmently sensitive area from Point Perpendicular right through to the Camden Haven river of which we are so lucky to have in our LGA. The last thing we should do is cover it with concrete and structures.
6/12/2024 06:25 PM	<b>Feedback:</b> I am fully supportive of the Camden Haven endorsed draft master plan for Stage 1.
6/13/2024 02:32 PM	<b>Feedback:</b> This could be positive
6/14/2024 10:11 AM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/14/2024 10:48 AM	<b>Feedback:</b> I want the individual stakeholder plan implemented
6/14/2024 11:04 AM	<b>Feedback:</b> This is a good start but I feel that there still needs to be more vegetation clearing to make it a user friendly and safer space. Are the kids going to play in the bushes with the snakes?

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6/14/2024 01:50 PM	<b>Feedback:</b> I believe that the existing picnic tables of which there are 2, do not need replacing. As the endorsed draft management plan suggest 4 tables are required then just put in 2 more tables and leave the existing 2 in place. Path way to wash house beach needs erosion control and wide enough to be able to see the river entrance for visual aspect plus safety as fishermen have used this vantage spot to check the bar crossing for years.
6/15/2024 11:15 AM	<b>Feedback:</b> I would like the individual stakeholder plan endorsed and implemented
6/15/2024 11:31 AM	<b>Feedback:</b> Supported
6/16/2024 01:09 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/17/2024 07:33 PM	<b>Feedback:</b> I support stage 1
6/17/2024 08:03 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/18/2024 10:01 AM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/18/2024 03:23 PM	<b>Feedback:</b> Some Clearing necessary to enhance view as per stakeholder proposal.
6/19/2024 10:57 AM	<b>Feedback:</b> Yes looks very good and provides great infrastructure for public use, offers good access and encourages native growth
6/20/2024 12:12 PM	<b>Feedback:</b> Support
6/22/2024 02:24 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/23/2024 02:33 PM	<b>Feedback:</b> Stage 1 seems reasonable, however it needs more details. The masterplan staged design does not set out the pathway construction material.
6/28/2024 04:52 PM	<b>Feedback:</b> Stage 1.. The Council endorsed plan accommodates increased recreational use of the picnic area which will benefit both residents and visitors. It will have minimum negative impact on native vegetation as most of the natural vegetation will be preserved. I do not support the individual stake holder proposal as it would involve clearing regenerating littoral rainforest which would negatively impact threatened species and is unnecessary as well as being an offence under National Parks and Wildlife Act 1974 where removing land to increase car parking is concerned

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6/24/2024 04:21 PM	<b>Feedback:</b> Strikes a good balance between catering to increasing visitation and maintaining native vegetation and wildlife corridors
6/25/2024 01:46 PM	<b>Feedback:</b> Direct path down hill, as exists at present and described in this proposal, does not really address erosion problems happening on site now. Alternative proposal better addresses this concern with path proposed. Clearing around picnic table area and proposed path also seems inadequate to provide a designated visitor viewing area towards Port Macquarie and Bonny Hills
6/25/2024 02:00 PM	<b>Feedback:</b> Whilst the council's plan does have some merit (new picnic tables, pathways and improved parking), I have viewed the local community's plan for the area and believe it offers more to both the community and visitors to the area.
6/25/2024 05:28 PM	<b>Feedback:</b> We want the individual stakeholder plan for our community
6/25/2024 05:33 PM	<b>Feedback:</b> I support the individual stakeholder plan for our community.
6/25/2024 05:45 PM	<b>Feedback:</b> We Headland residents all support the individual stakeholder plan.
6/25/2024 06:32 PM	<b>Feedback:</b> i would prefer the individual stake holder plan for the community.
6/25/2024 07:08 PM	<b>Feedback:</b> No
6/25/2024 09:15 PM	<b>Feedback:</b> We want the individual stakeholder plan
6/26/2024 11:06 AM	<b>Feedback:</b> Agree this has minimal disturbance to the site, utilising existing pathway and amenity. Links nicely to Kattang NR. Provides approved amenity to the Pilot Station and Kattang NR - good joint stakeholder component of the Masterplan
6/26/2024 01:11 PM	<b>Feedback:</b> I approve Stage 1 for restoration of the viewpoint
6/27/2024 12:20 PM	<b>Feedback:</b> Priority must be given to safe pathway to beach, Extra Picnic tables would only be of benefit if the area was cleared of rubbishy vegetation. Why picnic in this region without a view,
6/27/2024 02:44 PM	<b>Feedback:</b> I agree with the Council endorsed plan, in that the proposed pathways will improve access and views to the beach and Pilot Beach reserve, while causing a less impact on the natural environment than the Local Stakeholders proposal.

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6/27/2024 03:10 PM	<b>Feedback:</b> This is good but council needs to address the erosion which doesn't look good, if in Port Macquarie this would have been fixed using matting or steps in steep places.
6/27/2024 07:16 PM	<b>Feedback:</b> I think it sounds great - will be lovely to take my family and visitors for picnics with a view!
6/28/2024 12:48 PM	<b>Feedback:</b> We would like the individual stakeholder plan as regular visitors to the area we have noticed the degradation of the headland.
6/28/2024 01:36 PM	<b>Feedback:</b> Ok, but the Individual Stakeholder Proposal has better options for picnic area enhancement.
6/28/2024 03:19 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan for this stage
6/28/2024 03:55 PM	<b>Feedback:</b> Yes can happen
6/29/2024 07:39 AM	<b>Feedback:</b> I would like the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/29/2024 11:08 AM	<b>Feedback:</b> Lack of disability access
6/29/2024 11:17 AM	<b>Feedback:</b> New picnic tables and connecting pathway will allow for more outdoor activities which is a positive for the community
6/29/2024 11:56 AM	<b>Feedback:</b> My partner and I walk in this area every week and have done for years, sometime as frequently as everyday. We are coastal walkers and rarely have we seen a north facing headland with such poorly managed and diminished resources. Stage 1 as presented will do nothing to address the 'real problems'. It needs a complete re-appraisal before funds are committed to. This is the gateway to Perpendicular Point which could be a world standard venue for visitors 'local' and from afar.
6/29/2024 12:01 PM	<b>Feedback:</b> I prefer the proposal put forward by local stakeholder with much more clearing to be done.
6/29/2024 01:37 PM	<b>Feedback:</b> Individual stakeholder plan please
6/29/2024 02:03 PM	<b>Feedback:</b> We want the individual stakeholder plan for our community
6/29/2024 02:20 PM	<b>Feedback:</b> Great
6/29/2024 02:56 PM	<b>Feedback:</b> The two tables we have there atm are fine.
6/29/2024 03:19 PM	<b>Feedback:</b> Agree with Stage 1

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6/29/2024 08:02 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan NOT the council plan
6/29/2024 09:43 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/30/2024 08:23 AM	<b>Feedback:</b> I agree with councils plans, I am hoping council will not clear vegetation . I feel it's important keep vegetation for both our native wildlife and for soil stability. Removing the vegetation will only add to the risk of soil erosion
6/30/2024 10:35 AM	<b>Feedback:</b> Looks Good
6/30/2024 11:46 AM	<b>Feedback:</b> No
6/30/2024 01:49 PM	<b>Feedback:</b> Make sure that the area has wheelchair/disabled accessible options
6/30/2024 03:11 PM	<b>Feedback:</b> I love picnics./ great to enjoy nature,
6/30/2024 03:14 PM	<b>Feedback:</b> Agree, needs to be done
6/30/2024 03:33 PM	<b>Feedback:</b> Yes I feel that Stage 1 is a step in relation to erosion problems that are there in the existing walkway from Camden Head Road and Bergalia intersection. A meandering pathway would be great, as the existing walkway can be very steep and therefore exhausting to walk up.
6/30/2024 03:24 PM	<b>Feedback:</b> Needs to be cleaned up
6/30/2024 04:37 PM	<b>Feedback:</b> The Council endorsed plan accommodates increased recreational use of the picnic area which will benefit both residents and visitors. It will have minimum negative impact on native vegetation as most of the natural vegetation will be preserved. I do not support the individual stake holder proposal as it would involve clearing regenerating littoral rainforest which would negatively impact threatened species and is unnecessary as well as being an offence under National Parks and Wildlife Act 1974 where removing land to increase car parking is concerned
6/30/2024 04:44 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan endorsed and implemented as the plan for this space.
6/30/2024 04:56 PM	<b>Feedback:</b> I support the Camden Head Endorsed Draft Masterplan
6/30/2024 04:46 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan endorsed and implemented as the plan for this space.

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6/30/2024 06:38 PM	<b>Feedback:</b> I want the Individual Stakeholder Plan endorsed and implemented for this stage.
6/30/2024 07:18 PM	<b>Feedback:</b> I would prefer the individual stakeholders plan to be implemented.
6/30/2024 09:19 PM	<b>Feedback:</b> Good improved access and upgraded facilities.
7/01/2024 11:09 AM	<b>Feedback:</b> Support Council's Plan with additional comments about fixing existing issues first: 1. Address the large sand erosion patch as a high priority 2. Exclude trail bikes and cars from the reserve 3. Install equal access picnic table in Stage 1, not later as there are no such facilities in the local area 4. Question whether pathway will be used enough to justify the cost - there is no impediment currently to the beaches so why 5. If pathway installed, align with forest edge all the way to protect Littoral rainforest 6. Max pathway width; preserve emergency access 7. Address / fix condition of concrete steps to wetland boardwalk and handrails 8. Naming of boardwalk 9. Signage; 10. Status of Pilot Station access track as a "private road" change to shared access
7/01/2024 09:26 AM	<b>Feedback:</b> Include rubbish bin which cannot be opened by wildlife
7/01/2024 01:17 PM	<b>Feedback:</b> This is not the Camden Head we grew up. The existing condition of the Headland is not how it was intended and was maintained as predominantly cleared for as long as I can remember, at least the 80's, but I am told much further back. The proposed plan does not appear to address the potential for the site, nor capitalise on the view itself. Maintaining vegetation and the view is possible and could create this location to be one of the most desirable positions in the whole of Camden Haven. There are many more people who will benefit from the alternative plan, other than just the handful of residents who's property's are located opposite this area. Fisherman, surfers, tourists, bushwalkers entering the Kattang Nature Reserve, directly adjacent, will all benefit from the alternative to this plan.
7/01/2024 02:05 PM	<b>Feedback:</b> I strongly support the Individual Stakeholder Plan for this area
7/01/2024 02:26 PM	<b>Feedback:</b> In an additional stage 1a, Council could fix as a higher priority the current site problems - the very large sand erosion area which makes walking down the slope hazardous for pedestrians. The recently Council trimmed vegetation walk-around is causing more erosion. Prevention of trail bikes and cars from accessing RE1 from the top of the hill...this is an ongoing problem and trail bikes are the cause of the original sand erosion. Need a mechanism to allow pedestrians only while still maintaining (keyed?) access to site

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	<p>and Pilot Station in emergencies. I don't really think these picnic shelters in a low use area need replacing -does Council have the budget? But if they are replaced then a much higher priority would be to install an equal access table and associated parking as this could make this area immediately attractive and usable locally, a predominantly ageing population and would also be beneficial to any visitors and disability tourism generally. In proposed regulatory signage please included notices about tree vandalism, pedestrian access only and if its at all possible without creating even more headland village conflict, a sign about 'dogs on leash" as Swamp Wallabies frequent the area and it is adjacent to C2 Zones. An externally funded Interpretation Plan is needed for REI to get the best outcome to highlight this sites considerable natural and cultural heritage. Information on current interps. signage is incorrect, drab and uncoordinated via use of similar design styles. This should be done by PMHC cultural staff as part of a place-making program and should not be left to a volunteer group. New pathway use is very doubtful and expensive...not needed. Most use of the hill is by family groups spread out across the slope and like walking on grass rather than a hardened surface. A 4 metre wide? concrete ? pathway would change the nature of the experience of holidaying on the headland, which is attractive because it's away from too much urban infrastructure. In short it would "awfulise" (Michael Leunig phrase) the site like and turn it into just another urbanised park. Other people frequently using the slope running up and down for fitness training would be even less likely to use the pathway...the hard surface is hotter and has undesirable impact on joints.</p>
7/01/2024 02:37 PM	<b>Feedback:</b> Accept and agree
7/01/2024 02:29 PM	<p><b>Feedback:</b> Stage 1 Equal access picnic tables; high priority-include in stage 1 Support 2 new picnic tables, but suggest the equal access table is prioritised and installed in Stage 1, as there are no equal access picnic tables, out of the 15 tables in Pilot Beach reserve or PB car park areas. Address pedestrian hazard and access issues -large sand blow, before new pathway While I support the concept of a pathway Stage 1 (1), currently this pathway is a low priority, as the only access issue pedestrians have now, apart from the steep slope, is navigating the large sand erosion area. It would be more cost effective for Council to fix the current 34 m x by 3 metre +-sand erosion hazard. The area has a steep level change, exposed tree roots and is a hazard to pedestrians. Recent Council vegetation trimming allows people to divert around, but this is only widening the erosion area. Why not fix this obstacle and safety hazard first and then evaluate the need for a pathway? A more useful amenity would be a single seat to enable people to rest half way up the hill. Exclude trail bikes and 4WDs The grassed slope has had ongoing access by</p>



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trail bikes and occasional 4wds. To prevent further erosion it is a higher priority than a pathway, for the masterplan to address illegal access and re-establish an exclusion mechanism at the top of the site (previously a bar). Cost vs use Will the pathway have sufficient use to justify the expense? Majority of current users are beachgoers, many in family groups. The grassy slope is also occasionally used for fitness training by individuals, groups and sports clubs. Family groups, which tend to spread across the slope and fitness groups which run up and down the grassy slope, will likely avoid a hard-surfaced pathway which will make the toil up the hill even hotter. Without details of materials, construction techniques nor estimated costs, cost benefit can't be evaluated. What is the access problem the pathway is addressing when the only apparent problem is the large sand blow? A hard surfaced pathway seems to be an overly expensive solution for a problem that could be more easily solved. Align to protect C2 forest edge The proposed pathway alignment approx. 50 metres from the top, moves closer to the fenced edge of C2 Crown Lands. If installed, to protect the existing native grass-herbland understorey which transitions into forest, a 2 metre stand-off from the fence and a 0.5 metre mown strip either side beside the formal pathway would protect native vegetation. Maximum pathway width If installed and assuming a standard pathway of 2.5 metres and a 0.5 mown strip either side, the total pathway width of 4 metres should be the maximum area of disturbance. Maintain emergency vehicle access The pathway delineation planting (9) should not impede emergency vehicle access from the top of the slope. This would be the only access during fire if the Pilot Station access road was closed by for example fallen tree. Proposed pathway to Washhouse Wetland Boardwalk to beaches Where the proposed pathway meets the top of the concrete steps to Washhouse Wetland boardwalk, a stand-off area is needed, as the steps are regularly congested. Also please note the need for new Aust standard compliant hand railing for steps and that the current step treads aren't level, slanting to the east possibly due to being built on sand with underlying aquifer. (Noted 2002 during boardwalk construction). Naming of boardwalks Request that on any signage or site map, the boardwalk is named "Washhouse Wetland Boardwalk". Interpretive signage about the wetland was designed and installed next to the boardwalk in 2002, but this sign is now in disrepair and could be re-instated from the print of the original design (copy available.) The boardwalk and signage was initiated by Camden Haven Community College in conjunction with Council and Lands. Regulatory signs As the area has been subject to decades of tree vandalism, regulatory signs about illegal tree removal would be useful as would signs advising 'pedestrian access only' to try to prevent access by trail bikes. Also given its proximity to C2 lands and a nature reserve, signage advising 'dogs on leash'



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	<p>would be beneficial particularly as Swamp Wallabies frequent this site. Interpretive signs If the signage is interpretive, it would achieve a better outcome for Council to commission an externally funded interpretive plan for the whole site with signage to be installed as external funds becomes available. Interpretive signage across the site should use a consistent design style, linked information and QR codes. The current signs are out of date, contain historically inaccurate information and some will need to be removed. The large signs installed by the former lessee, at the top of the Pilot Station access road and at head of boardwalk in Pilot Beach car park will both need to be removed as the lessee has not renewed the lease. Both signs discourage entry past the sign but the Pilot Station management responsibility only includes the building group and not the Crown lands surrounding it, so should be accessible to pedestrians. Status of Pilot Station "private road" Council's masterplan labels the PS unsealed road as a "private road" but it is on Crown Land, not on Pilot Station managed land. The access track provides restricted access for vehicles, closed by a chain and it is chained used frequently by pedestrians, particularly the western residents of Camden Head. The road, with the boardwalk to PB car park provides shaded access. To avoid confusion for headland visitors, and increase safety for all users could this road be designated as a "shared use road" for both Pilot Station approved vehicular use and pedestrian access by headland village residents and visitors?</p>
7/01/2024 04:12 PM	<b>Feedback:</b> I would like the individual stake holder plan and dusted and implemented as the plan for this space
7/01/2024 04:50 PM	<b>Feedback:</b> We want the individual stakeholder plan endorsed and implemented as the plan for this space
7/01/2024 09:36 PM	<b>Feedback:</b> I'm supportive of this stage of proposed works.

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## APPENDIX B - Verbatim Feedback: *Do you have any feedback on Stage 2?*

Submission Date	Submission Feedback
5/28/2024 02:23 PM	<b>Feedback:</b> Not large enough to protect the Heritage pilot station from fire, The Lookout View or create a usable safe space for the public to access and enjoy. No where is there any space or plan to mimic a Mrs Yorks Sale Garden. This is a prime example of staff not being able to follow the direction of the mayors motion or to supply a design that the community have been asking for for decades.
5/28/2024 07:10 PM	<b>Feedback:</b> Not listening to community concerns and bulldozing council non action.
6/07/2024 04:02 PM	<b>Feedback:</b> We don't not believe a Friends of Groups needs to look after this area. The picnic area should be cared for by PMHC staff. The rest of the bushland can be maintained by Dunbogan/Camden Head Bushcare and they already have an existing MOU with PMHC to carry out bush restoration works there.
5/29/2024 02:43 PM	<b>Feedback:</b> Do not agree that this is necessary. The area is unlikely to have high visitation given the distance from the beach
5/31/2024 09:15 AM	<b>Feedback:</b> We are in support of the picnic tables and subsequent landscaping. At the boundary of the proposed picnic area there is a large natural spring. It splits into multiple channels one being along the proposed secondary path and two others closer to the Pilot Station residence. This will pose logistical challenges and environmental impacts. The second path accessed from the same location seems a little redundant. Local residents love accessing the boardwalk via the driveway and will continue this irrespective of changes and those who access the beach through the top entrance walk straight down.
6/03/2024 11:55 AM	<b>Feedback:</b> I support provided the vegetation connectivity to the north and south are maintained. These habitat connections are crucial to maintain biodiversity values and koala habitat in the area.
6/03/2024 04:45 PM	<b>Feedback:</b> As above, please use the Individual Stakeholder Plan..this is the preferred community option.
6/03/2024 06:42 PM	<b>Feedback:</b> The area is not large enough for families to enjoy. I want the individual stakeholder proposal

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6/04/2024 01:28 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/04/2024 08:20 PM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 12:35 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 05:46 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 06:06 PM	<b>Feedback:</b> Appears appropriate and I support this
6/06/2024 04:11 PM	<b>Feedback:</b> No
6/07/2024 11:44 AM	<b>Feedback:</b> The Individual Stakeholders plan far exceeds in design for the community
6/09/2024 10:28 AM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/09/2024 01:17 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/10/2024 10:31 AM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and Implemented for this space
6/11/2024 11:17 AM	<b>Feedback:</b> agree
6/11/2024 12:59 PM	<b>Feedback:</b> As above. A bbq area would be good.
6/11/2024 02:02 PM	<b>Feedback:</b> We want the individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/11/2024 02:08 PM	<b>Feedback:</b> No, just that the tree planting is of local rainforest species
6/11/2024 02:43 PM	<b>Feedback:</b> Shady trees on line with local trees for picnics
6/11/2024 04:20 PM	<b>Feedback:</b> My kids and I want to see the individual stakeholder plan as the plan for the area
6/11/2024 05:24 PM	<b>Feedback:</b> Individual Stakeholder proposal
6/11/2024 06:56 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.

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6/11/2024 07:03 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/11/2024 10:14 PM	<b>Feedback:</b> I would like the Individual Stakeholder Plan endorsed and implemented as the plan for this space.
6/12/2024 09:41 AM	<b>Feedback:</b> no
6/12/2024 11:07 AM	<b>Feedback:</b> Should go ahead
6/12/2024 11:47 AM	<b>Feedback:</b> I prefer the Individual Stakeholder Plan
6/12/2024 12:46 PM	<b>Feedback:</b> I support the adoption of the PMHC Endorsed Master Plan. I oppose the Individual Stakeholder Master Plan
6/12/2024 03:46 PM	<b>Feedback:</b> As ABOVE the Land needs to be zoned C2
6/12/2024 06:25 PM	<b>Feedback:</b> I am fully supportive of the Camden Haven endorsed draft master plan for Stage 2.
6/13/2024 02:32 PM	<b>Feedback:</b> I do not want to see this happen
6/14/2024 10:11 AM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/14/2024 10:48 AM	<b>Feedback:</b> The individual stakeholder plan is preferred
6/14/2024 11:04 AM	<b>Feedback:</b> This is good but I think there is no need to do any tree planting.
6/14/2024 01:50 PM	<b>Feedback:</b> As above (question 3) , the existing 2 picnic tables are fine and do not need replacing.
6/15/2024 11:15 AM	<b>Feedback:</b> I would like the individual stakeholder plan implemented
6/15/2024 11:31 AM	<b>Feedback:</b> Supported
6/16/2024 01:09 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/17/2024 07:33 PM	<b>Feedback:</b> I support stage 2
6/17/2024 08:03 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/18/2024 10:01 AM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space

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6/18/2024 03:23 PM	<b>Feedback:</b> Tree planting needs to be low growing species. Since many elderly people use this area, a meandering pathway to reduce slope as per stakeholder proposal would be preferable.
6/20/2024 12:12 PM	<b>Feedback:</b> Support
6/22/2024 02:24 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/23/2024 02:33 PM	<b>Feedback:</b> What trees will be planted?
6/28/2024 04:52 PM	<b>Feedback:</b> I support the Council endorsed plan as it appears to limit native vegetation clearing to the picnic area, thus protecting an important wildlife corridor which is necessary for the survival of wildlife. do not support the individual stake holder proposal which appears to propose re-creating Themeda Grasslands as an ecological basis for native habitat clearing. Why clear the native habitat and replant with a grass he area in question was never vegetated with naturally occurring grassland of any type. Thermeda grasslands are of course well represented in Kattang Nature Reserve as sea cliffs and coastal headlands are their normal natural environment. This is a poorly thought out plan on the part of the individual stake holders
6/24/2024 04:21 PM	<b>Feedback:</b> Strikes a good balance between catering to increasing visitation and maintaining native vegetation and wildlife corridors
6/25/2024 01:46 PM	<b>Feedback:</b> As above with additional complaint of why even more tree planting is actually required. What is needed is native grass plantings
6/25/2024 02:00 PM	<b>Feedback:</b> Please see my response to Question 3.
6/25/2024 05:28 PM	<b>Feedback:</b> We want the individual stakeholder plan for our community
6/25/2024 05:33 PM	<b>Feedback:</b> I support the individual stakeholder plan for our community.
6/25/2024 05:45 PM	<b>Feedback:</b> We Headland residents all support the individual stakeholder plan.
6/25/2024 06:32 PM	<b>Feedback:</b> i would prefer the individual stake holder plan for the community.
6/25/2024 07:08 PM	<b>Feedback:</b> No
6/25/2024 09:15 PM	<b>Feedback:</b> We want the individual stakeholder plan

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6/26/2024 11:06 AM	<b>Feedback:</b> Agree with some, but Opposed to the extension of the pathway through the existing native vegetation/littoral rainforest. It is unnecessary and poses too greater risk to opening up the native bushland area to weed invasion, erosion, foot traffic impacts, user conflict between walkers and bike riders, visitors walking off track trampling adjacent vegetation, impacts to native fauna from opening up native Bushland to dog walking , kids building cubby houses and mountain bike tracks, and rubbish, increasing access to illegal vegetation clearing and the increased burden of maintenance. Hence, I believe opening up this area with a new pathway will create unnecessary management issues for Council plus pose a risk to the native bushland
6/26/2024 01:11 PM	<b>Feedback:</b> Yes approve stage 2 but not the pathway marked Number 1 on the map as it will require removal of littoral rainforest trees and part of it is on a spring that seeps out over a wide area
6/27/2024 12:20 PM	<b>Feedback:</b> Grassed picnic area is a priority, but invasion of short-lived, opportunistic tea tree makes the area unpleasant, They harbour ticks and are a fire hazard,
6/27/2024 02:44 PM	<b>Feedback:</b> I agree with Stage 2 improvements that I feel will improve public amenity, improve the natural environment with tree planting. The stakeholders proposal would see a major increase in picnic facilities and parking bringing increased traffic, noise and disruption, as well as reducing native vegetation.
6/27/2024 03:10 PM	<b>Feedback:</b> No feedback the PMHC master plan is suitable to public needs
6/28/2024 12:48 PM	<b>Feedback:</b> Individual stakeholder plan is much better please implement .
6/28/2024 01:36 PM	<b>Feedback:</b> Additional planting is not required, and the Individual Stakeholder Proposal has better options for picnic area enhancement.
6/28/2024 03:19 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan for this stage
6/28/2024 03:55 PM	<b>Feedback:</b> Do not need any tree planting. There needs to be tree and shrub clearing so that there is a view across to Bonny Hills.
6/29/2024 07:39 AM	<b>Feedback:</b> I would like the Individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/29/2024 11:08 AM	<b>Feedback:</b> No new tree planting. Instead vegetation to be removed

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6/29/2024 11:17 AM	<b>Feedback:</b> Again, it is a positive to have more picnic facilities for the community.
6/29/2024 11:56 AM	<b>Feedback:</b> Your process has been corrupted by pandering to 'groups', you are missing the bigger picture and it is so disappointing, the local conversations we have had are demonstrative of your larger failure to properly consult. Not this 'limited' impact nothing confronting approach!
6/29/2024 12:01 PM	<b>Feedback:</b> I prefer the proposal put forward by local stakeholder with much more clearing to be done.
6/29/2024 01:37 PM	<b>Feedback:</b> Individual stakeholder plan please
6/29/2024 02:03 PM	<b>Feedback:</b> We want the individual stake holder plan for our community
6/29/2024 02:20 PM	<b>Feedback:</b> Great
6/29/2024 02:56 PM	<b>Feedback:</b> I do not believe we need more picknic tables. Hardly anyone picknics there. More picknic tables in the park behind Pilot Beach would be great. The ones that are there ate always taken on WE.
6/29/2024 03:19 PM	<b>Feedback:</b> Agree with Stage 2
6/29/2024 08:02 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan NOT the council plan
6/29/2024 09:43 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/30/2024 08:23 AM	<b>Feedback:</b> I agree with councils plans
6/30/2024 10:35 AM	<b>Feedback:</b> Definitely needed. Why not combine Stage 1 and 2 as once there less admin required???
6/30/2024 11:46 AM	<b>Feedback:</b> Yes- why plant more trees at a lookout? ; surely there is a poor lookout at the moment due to tree growth so if you plant more trees I would suggest it is no longer a lookout but a park. What a shame that the landcare people seem to have more influence on council than the right of the general public to enjoy an open space as a lookout. If I go to Camden Head I want to see the coastline, beaches, and enjoy some surrounding bushland- I do not want to go there to sit at a table and look at gum trees- I could go to a park in Penrith, Sydney to do that!!!! Time the balance between conservation and people's rights to have a lookout be restored- it has gone far too much to preserving all the littoral



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	rainforest- most of which was cleared years ago and actually we are looking at regrowth in fact. I appreciate we need some areas kept for landcare but I also strongly feel our lookouts be preserved for the whole communities benefit.
6/30/2024 01:49 PM	<b>Feedback:</b> Make sure that the area has wheelchair/disabled accessible options
6/30/2024 03:11 PM	<b>Feedback:</b> Love more trees
6/30/2024 03:14 PM	<b>Feedback:</b> Will be good to have more picnic tables, and improved grass areas.
6/30/2024 03:33 PM	<b>Feedback:</b> No. leave as is.
6/30/2024 04:37 PM	<b>Feedback:</b> I support the Council endorsed plan as it appears to limit native vegetation clearing to the picnic area, thus protecting an important wildlife corridor which is necessary for the survival of wildlife. do not support the individual stake holder proposal which appears to propose re-creating Themeda Grasslands as an ecological basis for native habitat clearing. Why clear the native habitat and replant with a grass he area in question was never vegetated with naturally occurring grassland of any type. Thermeda grasslands are of course well represented in Kattang Nature Reserve as sea cliffs and coastal headlands are their normal natural environment. This is a poorly thought out plan on the part of the individual stake holders
6/30/2024 04:44 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan endorsed and implemented as the plan for this space.
6/30/2024 04:56 PM	<b>Feedback:</b> I support the Camden Head Endorsed Draft Masterplan
6/30/2024 04:46 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan endorsed and implemented as the plan for this space.
6/30/2024 06:38 PM	<b>Feedback:</b> I want the individual Stakeholder Plan endorsed and implemented for this stage.
6/30/2024 07:18 PM	<b>Feedback:</b> I would prefer the individual stakeholders plan to be implemented.
6/30/2024 09:19 PM	<b>Feedback:</b> Area quite steep and sandy where additional tables proposed.
7/01/2024 11:09 AM	<b>Feedback:</b> 1. Are two more picnic tables required here? Install 1 equal access table in Stage 1. 2. Don't support grassed picnic area- low use, introduce weedy turf into site; more maintenance



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7/01/2024 09:26 AM	<b>Feedback:</b> 4 extra picnic tables (including the 2 in stage 1) seems like a lot, not much room for parking (including the upgrades). Visitors can utilise facilities at Pilot Beach or Gogleys boat ramp. Better to keep the area low key.
7/01/2024 01:17 PM	<b>Feedback:</b> This is not the Camden Head we grew up. The existing condition of the Headland is not how it was intended and was maintained as predominantly cleared for as long as I can remember, at least the 80's, but I am told much further back. The proposed plan does not appear to address the potential for the site, nor capitalise on the view itself. Maintaining vegetation and the view is possible and could create this location to be one of the most desirable positions in the whole of Camden Haven. There are many more people who will benefit from the alternative plan, other than just the handful of residents who's property's are located opposite this area. Fisherman, surfers, tourists, bushwalkers entering the Kattang Nature Reserve, directly adjacent, will all benefit from the alternative to this plan.
7/01/2024 02:05 PM	<b>Feedback:</b> I strongly support the Individual Stakeholder Plan for this area
7/01/2024 02:26 PM	<b>Feedback:</b> Extension pathway across the site connecting with PS access road not needed. A mown track in a similar place to Council's proposed track was formerly installed when there was no all weather access across the wetland. When Washhouse Wetland boardwalk was installed, use of this temporary track totally ceased and track naturally closed over. The pathway may require too much disturbance of regenerating littoral rainforest, will create a permanent gap in the canopy, impacting on an EEC and will be another maintenance liability. Volunteers, especially those with an agenda to 'clear for views' ought not be permitted to maintain the vegetation near this track. Grassed picnic area will not be used, particularly if there is to be a plethora of new picnic tables. The area slopes and there are ticks in this reserve all year round....just ask anyone who has crawled over this site doing bush regeneration. The grassed area presents another impact on the EEC littoral rainforest. Turf will run into the natural veg. displacing native species and the wide canopy gap will create windshear and encourage the spread of weeds. Bushcare volunteers already have their work cut out keeping on top of the weeds in this area! Any trees planted to be rainforest species such as Tuckeroo of local provenance.
7/01/2024 02:37 PM	<b>Feedback:</b> Accept and agree

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7/01/2024 02:29 PM	<p><b>Feedback:</b> Stage Two Use vs cost Are two more picnic tables required on this site? Across the year use of the existing tables is low to moderate. There are high demand occasions such as Mother's Day, but this is the exception not the rule. The highest use of this area, apart from picnicking, is people driving past the site, pausing briefly in their idling cars and people resting after the hill climb. Grassed picnic area – turf running into native vegetation In Stage 2 Council proposes a grassed picnic area. It is unlikely to be used due to steep topography and the presence of ticks. If this area is to be turfed, this grass will become a weed, growing into and displacing native vegetation and requiring ongoing maintenance. Clearing and possibly levelling for this grassed area will create site disturbance and result in a large canopy gap, susceptible to wind-shear, impacting negatively on regenerating littoral rainforest. If this area does proceed any trees planted should be locally provenanced littoral rainforest species such as Tuckeroo. Please note re earthworks: A telecom phone line to Pilot Station runs under this site There is a known midden on corner of Bergalia and 192 Camden Head roads (surface shells visible) and this may impact any proposal There is a water supply easement from Camden Head Road to the southern boundary of Lot 300.</p>
7/01/2024 04:12 PM	<p><b>Feedback:</b> We want the individual stakeholder plan endorsed and implemented as the plan for this space</p>
7/01/2024 04:50 PM	<p><b>Feedback:</b> We want the individual stakeholder plan endorsed and implemented as the plan for this space</p>
7/01/2024 09:36 PM	<p><b>Feedback:</b> I'm supportive of this stage of proposed works, though believe more native grasses should be planted in place of additional trees.</p>

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## APPENDIX C - Verbatim Feedback: *Do you have any feedback on Stage 3?*

Submission Date	Submission Feedback
5/28/2024 02:23 PM	<b>Feedback:</b> This Area is too large of an area under scrub, block most of the view, Creates a fore risk to Heritage pilot station from fire, does not create create a usable safe space for the public to access and enjoy, Has tree infill planting planned for under the power lines, which is a plain old costly and stupid idea.
5/28/2024 07:10 PM	<b>Feedback:</b> No infill planting we need more clearing and views to be established
6/07/2024 04:02 PM	<b>Feedback:</b> Pathway through bushland to private road is not necessary. Dunbogan/Camden Head Bushcare can maintain the bushland through this section and already have an existing MOU over this site with PMHC to carry out bush restoration works here. Dunbogan/Camden Head Bushcare (along with Friends of Pilot Station have cared for this area for over 25 years).
5/29/2024 02:43 PM	<b>Feedback:</b> If vegetation is infilled and regenerated, agree
6/03/2024 11:55 AM	<b>Feedback:</b> Supportive. This approach supports ongoing successional change to littoral rainforest in this area - which the Biodiversity Assessment for the reserve suggests was there prior to European clearing.
6/03/2024 04:45 PM	<b>Feedback:</b> Please use the Individual Stakeholder Plan.
6/03/2024 06:42 PM	<b>Feedback:</b> This area should be totally cleared of trees so as kids we can use it as our park with our dog. I would rather have the individual stakeholder version at worst.
6/04/2024 01:28 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/04/2024 08:20 PM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 12:35 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 05:46 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 06:06 PM	<b>Feedback:</b> Appears appropriate and I support this. All new vegetation must be endemic to the area

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6/06/2024 04:11 PM	<b>Feedback:</b> No
6/07/2024 11:44 AM	<b>Feedback:</b> Again in all points the Individual Stakeholders Plan exceeds in every way
6/09/2024 10:28 AM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/09/2024 01:17 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/10/2024 10:31 AM	<b>Feedback:</b> I want the individual Stakeholder Plan Endorsed and Implemented for this space
6/11/2024 11:17 AM	<b>Feedback:</b> agree
6/11/2024 12:59 PM	<b>Feedback:</b> Prefer independent option with native grasses and thinning of vegetation
6/11/2024 02:02 PM	<b>Feedback:</b> We want the individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/11/2024 02:08 PM	<b>Feedback:</b> Very happy for more infill planting, especially where it has been previously criminally vandalized before by selfish people wanting to create views.
6/11/2024 02:43 PM	<b>Feedback:</b> All good
6/11/2024 04:20 PM	<b>Feedback:</b> My kids and I want to see the individual stakeholder plan as the plan for the area
6/11/2024 05:24 PM	<b>Feedback:</b> Individual Stakeholder proposal
6/11/2024 06:56 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/11/2024 07:03 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/11/2024 10:14 PM	<b>Feedback:</b> I would like the Individual Stakeholder Plan endorsed and implemented as the plan for this space.
6/12/2024 09:41 AM	<b>Feedback:</b> no
6/12/2024 11:07 AM	<b>Feedback:</b> Should go ahead
6/12/2024 11:47 AM	<b>Feedback:</b> I prefer the Individual Stakeholder Plan

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6/12/2024 12:46 PM	<b>Feedback:</b> I support the adoption of the PMHC Endorsed Master Plan. I oppose the Individual Stakeholder Master Plan
6/12/2024 03:46 PM	<b>Feedback:</b> Infill planting of native species is fine. I really dont think you need to put a boardwalk through to Pilot Beach.
6/12/2024 06:25 PM	<b>Feedback:</b> I am fully supportive of the Camden Haven endorsed draft master plan for Stage 3.
6/13/2024 02:32 PM	<b>Feedback:</b> I defiantly do not want to see this happen.
6/14/2024 10:11 AM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/14/2024 10:48 AM	<b>Feedback:</b> Individual stakeholder plan preferred
6/14/2024 11:04 AM	<b>Feedback:</b> I disagree with infill planting between existing vegetation The greenies won't maintain it and it will get overgrown and out of control again.
6/14/2024 01:50 PM	<b>Feedback:</b> No
6/15/2024 11:15 AM	<b>Feedback:</b> I would like the individual stakeholder plan implemented
6/15/2024 11:31 AM	<b>Feedback:</b> Supported
6/16/2024 01:09 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/17/2024 07:33 PM	<b>Feedback:</b> I support stage 3
6/17/2024 08:03 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/18/2024 10:01 AM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/18/2024 03:23 PM	<b>Feedback:</b> Again, needs to be low growing vegetation planted.
6/20/2024 12:12 PM	<b>Feedback:</b> Support
6/22/2024 02:24 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/23/2024 02:33 PM	<b>Feedback:</b> Again more details are needed. What plants will be used? Who will manage and maintain this area?

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6/28/2024 04:52 PM	<p><b>Feedback:</b> Stage 3 - Infill planting between existing vegetation - this preserves the existing native vegetation. State Government's native vegetation mapping which includes modelling of the vegetation communities, indicates that this area from the Lookout to the Pilot Station was Wallum heathland, comprising tall and/or dense heathland dominated by Banksia aemula together with a range of other hard leaved shrubs and sedges, possibly dotted with a few Eucalypts and Angophora trees. 3. Kattang NR's biodiversity values rely on good connectivity corridors between the reserve and the adjacent Council managed Crown lands, including the native vegetation adjoining the Reserve's western boundary and throughout the Council recreation reserve. Any significant removal of native vegetation within the existing habitat corridor in the Pilot Station Lookout area will reduce Kattang Nature Reserve's biodiversity values. I cannot accept the individual stakeholder's plan flies in the face of Local, State and Federal legislation and policies which support biodiversity and protect threatened species.</p>
6/24/2024 04:21 PM	<p><b>Feedback:</b> Strikes a good balance between catering to increasing visitation and maintaining native vegetation and wildlife corridors</p>
6/25/2024 01:46 PM	<p><b>Feedback:</b> Great idea to extend pathway from picnic area to Pilot Beach boardwalk. Should be implemented in Stage 1</p>
6/25/2024 02:00 PM	<p><b>Feedback:</b> Please see my response to Question 3.</p>
6/25/2024 05:28 PM	<p><b>Feedback:</b> We want the individual stakeholder plan for our community</p>
6/25/2024 05:33 PM	<p><b>Feedback:</b> I support the individual stakeholder plan for our community.</p>
6/25/2024 05:45 PM	<p><b>Feedback:</b> We Headland residents all support the individual stakeholder plan.</p>
6/25/2024 06:32 PM	<p><b>Feedback:</b> i would prefer the individual stake holder plan for the community.</p>
6/25/2024 07:08 PM	<p><b>Feedback:</b> Reduce vegetation to reduce fire risk</p>
6/25/2024 09:15 PM	<p><b>Feedback:</b> We want the individual stakeholder plan</p>
6/26/2024 11:06 AM	<p><b>Feedback:</b> Agree with infilling plantings with existing native plants but disagree with the pathway extension as stated above. Council needs to really consider the impacts of opening up a natural bushland site by clearing for a walkway. I believe the management</p>

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	implications and environmental impacts out way the necessity of this pathway.
6/26/2024 01:11 PM	<b>Feedback:</b> yes okay
6/27/2024 12:20 PM	<b>Feedback:</b> Infill planting could be an enhancement if it is ground cover or small shrubs, It would be good to look at established trees and appreciate their form. At the moment, from the top of the hill one can only see some canopy, as rubbishy scrub overtakes,
6/27/2024 02:44 PM	<b>Feedback:</b> The infill planting between existing vegetation would be welcomed to combat recent vandalism which saw native vegetation removed. Again the local stakeholders proposal would see extensive native vegetation removal and new earthworks/landscaping which would be costly to construct and maintain.
6/27/2024 03:10 PM	<b>Feedback:</b> No feedback the PMHC master plans is suitable for community needs and activities.
6/28/2024 12:48 PM	<b>Feedback:</b> Individual stakeholder plan please is superior
6/28/2024 01:36 PM	<b>Feedback:</b> Additional planting is not required - the planting that has been done over the last 10-20 years has ruined the area and it needs to be cleared. The Individual Stakeholder Proposal is a much better option.
6/28/2024 03:19 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan for this stage
6/28/2024 03:55 PM	<b>Feedback:</b> if needed.
6/29/2024 07:39 AM	<b>Feedback:</b> I would like the Individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/29/2024 11:08 AM	<b>Feedback:</b> no more planting as there is far too much vegetation now. Don't make it worse
6/29/2024 11:17 AM	<b>Feedback:</b> Infilling with plants between existing vegetation is important to help maintain sheltered corridors for the wildlife to pass through safely.
6/29/2024 12:01 PM	<b>Feedback:</b> I prefer the proposal put forward by local stakeholder with much more clearing to be done.
6/29/2024 01:37 PM	<b>Feedback:</b> Individual stakeholder plan please
6/29/2024 02:03 PM	<b>Feedback:</b> We want the individual stake holder plan for our community



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6/29/2024 02:20 PM	<b>Feedback:</b> Great
6/29/2024 02:56 PM	<b>Feedback:</b> I don't think we need a path through the vegetation to connect to the other path that is newly built. It is surplus to need since people who want to go up to the parking can walk up the new path, whilst people who want to end up further down, use the exiting boardwalk up to Pilot station.
6/29/2024 03:19 PM	<b>Feedback:</b> Agree with Stage 3
6/29/2024 08:02 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan NOT the council plan
6/29/2024 09:43 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/30/2024 10:35 AM	<b>Feedback:</b> Expert Opinion needed for choice of natives.
6/30/2024 11:46 AM	<b>Feedback:</b> For the same reasons I commented on in q4 - I see no reason to plant more vegetation to further restrict the lookout as a lookout.
6/30/2024 01:49 PM	<b>Feedback:</b> Make sure that the area has wheelchair/disabled accessible options
6/30/2024 03:11 PM	<b>Feedback:</b> Love idea of connecting path to beach. - to retain access and to encourage people who enjoy nature
6/30/2024 03:14 PM	<b>Feedback:</b> Hopefully this will mean the dead or dying vegetation will be cleared away.
6/30/2024 03:33 PM	<b>Feedback:</b> As above
6/30/2024 04:37 PM	<b>Feedback:</b> Infill planting between existing vegetation - this preserves the existing native vegetation. State Government's native vegetation mapping which includes modelling of the vegetation communities, indicates that this area from the Lookout to the Pilot Station was Wallum heathland, comprising tall and/or dense heathland dominated by Banksia aemula together with a range of other hard leaved shrubs and sedges, possibly dotted with a few Eucalypts and Angophora trees. 3. Kattang NR's biodiversity values rely on good connectivity corridors between the reserve and the adjacent Council managed Crown lands, including the native vegetation adjoining the Reserve's western boundary and throughout the Council recreation reserve. Any significant removal of native vegetation within the existing habitat corridor in the Pilot Station Lookout area will reduce Kattang Nature Reserve's



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	biodiversity values. I cannot accept the individual stakeholder's plan flies in the face of Local, State and Federal legislation and policies which support biodiversity and protect threatened species.
6/30/2024 04:44 PM	<b>Feedback:</b> As long as current vegetation is not removed we support this stage.
6/30/2024 04:44 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan endorsed and implemented as the plan for this space.
6/30/2024 04:56 PM	<b>Feedback:</b> I support the Camden Head Endorsed Draft Masterplan
6/30/2024 04:46 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan endorsed and implemented as the plan for this space.
6/30/2024 06:38 PM	<b>Feedback:</b> I want the individual Stakeholder Plan endorsed and implemented for this stage
6/30/2024 07:18 PM	<b>Feedback:</b> I would prefer the individual stakeholders plan to be implemented.
6/30/2024 09:19 PM	<b>Feedback:</b> Path not really necessary.
7/01/2024 11:09 AM	<b>Feedback:</b> 1. Infill planting under lines may not be needed if a long term solution is found to regular power line maintenance 2. Management of native vegetation to continue and the existing MOU between PMHC and Hastings Landcare- do not need a new manager with an agenda to clear veg. to improve views. Site has extremely low weed load currently and is naturally regenerating littoral rainforest. 3. Pathway extension not supported - topography, cost, low level of use predicted, large canopy gap created, need for ongoing maintenance, limb trimming 4. Naming both boardwalks
7/01/2024 09:26 AM	<b>Feedback:</b> not sure if extra pathway is needed if pathway in stage 1 already goes ahead. Visitors can also access beach etc via Pilot Beach
7/01/2024 01:17 PM	<b>Feedback:</b> This is not the Camden Head we grew up. The existing condition of the Headland is not how it was intended and was maintained as predominantly cleared for as long as I can remember, at least the 80's, but I am told much further back. The proposed plan does not appear to address the potential for the site, nor capitalise on the view itself. Maintaining vegetation and the view is possible and could create this location to be one of the most desirable positions in the whole of Camden Haven. There are many more people who will benefit from the alternative plan, other than just the handful of residents who's property's are located opposite this area. Fisherman, surfers, tourists, bushwalkers

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	entering the Kattang Nature Reserve, directly adjacent, will all benefit from the alternative to this plan.
7/01/2024 02:05 PM	<b>Feedback:</b> I strongly support the Individual Stakeholder Plan for this area
7/01/2024 02:26 PM	<b>Feedback:</b> The canopy gap (approx 80 x 4 metres between power poles) necessary for Essential Energy's regular vegetation maintenance could be permanently mitigated by moving to underground supply. While it may seem an expensive option for Essential Energy it needs to be weighed against the cost of ongoing vegetation management. This would then also protect the EEC. Details of this option are included in submission by Glenn Brewer. Infill planting is not needed as there is sufficient recruitment across the site, or there would be if someone didn't pull out rainforest seedlings and small plants. Why? Maintenance and management of existing native vegetation is Landcare's core goal on this site and is covered under their MOU with PMHC. An untested, unqualified, inexperienced group with no track record in bushcare should not be permitted to manage native vegetation when there is an existing group, operating successfully for 25 years, active in the area.
7/01/2024 02:37 PM	<b>Feedback:</b> Planting accepted using Natives suited to the coastal conditions and compatible with existing fauna in this location
7/01/2024 02:29 PM	<b>Feedback:</b> Stage 3 Infill planting under power lines / long term protection of Littoral rainforest / save costs In stage 3 item 7, Council's plan includes proposed infill native planting throughout presumably to address exposed sand substrate. This site 7 however, is within the existing powerline easement to the Pilot Station, which requires regular vegetation management by Essential Energy. The area contains two powerlines. The old one (7) has 2 wired and two poles with spreader bars and supplies the Pilot Station buildings, via 80 metres of uninsulated power line between poles. Infill planting under this line would be restricted to ground covers and would still have to enable vegetation management (clearing of all trees and shrubs) under and on either side of the line and access to the lower pole for maintenance /replacement. The substantial ongoing canopy gap of 80 x 4 metres between poles, could be closed via an engineering solution which would relocate the power line that feeds the Pilot Station to reduce maintenance, fire risk. The power feed to the Pilot Station could utilise the existing insulated aerial bundled cable where it crosses to the pole on the Pilot Station access road, from there via an underground feed along the access road, 94 metres to the Pilot Station. Council could consult Essential Energy as there may be a consideration of contributing to the cost of work in lieu of the

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reductions in the cost of future vegetation control and line maintenance / pole replacement. This would provide allow the canopy gap to be permanently mitigated allowing littoral rainforest and other species to naturally regenerate without the need for any infill planting or regular disturbance. Infill planting need only be used across the reserve where there is low recruitment or bare sands. Management of native vegetation Area 10 in the plan states that all vegetation in area 10 is to be maintained and managed. The management of native vegetation on this site is currently undertaken under MOU with Hastings Landcare (Dunbogan –Camden Head Bushcare) in conjunction with Council and Dept. Lands. The site would currently score highly on weed-free status and it would be more effective to enable the current weed control program to continue to be managed under this agreement with Council and Lands, rather than by an unformed, untested, inexperienced group some of whom favour clearing bushland for views. Extension of pathway The proposed “extension of pathway” (1) will have so little use, apart from by tree vandals, that it’s hard to justify the cost, as there is currently adequate access to beaches and public facilities without this pathway. This pathway could be expensive to build and will incur a maintenance liability. Previously, a temporary, mown track was created in a similar location to that proposed in Council’s plan, crossing RE1 to meet the Pilot Station access road. Use of this track totally ceased when the all-season wetland boardwalk was constructed. Washhouse Wetland boardwalk, built with grant funding from the Pilot Station Friends in 2002, already provides all-season access across the wetland to beaches and public facilities. The major use of the RE1 reserve (apart from by picnickers) is people transiting directly down the hill from the LO to Pilot and Washhouse beaches, parklands, breakwall and public facilities. People wanting to access the beaches will preference the most direct route which is straight down the grassy hill. The proposed pathway would traverse a steep, vegetated sand dune, subject to erosion which already has areas of bare sand. To establish a permanent pathway through this area may require landscaping works, stabilising and / or retaining structures. Given the other adequate pathways in the area, the proposed pathway should be a very low priority for Council’s constrained budget. The proposed track will create an unnecessary canopy gap, allowing weeds into a regenerating littoral rainforest, will place an unnecessary management and financial burden on Council, could encourage further tree vandalism and will open the reserve to further incursions by trail bikes, already an ongoing issue on the site’s existing open areas. In stage 3 Council names the existing boardwalk from the Pilot Station (3) to Pilot Beach car park as “boardwalk to beach” which contradicts the description on the Key

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	<p>“Existing Beach Boardwalk” (actually Washhouse Wetland boardwalk). Could Council please refer to these boardwalks as “Pilot Station Rainforest Boardwalk” (to car park) and Washhouse Wetland Boardwalk (to beaches) and officially use those names in future site maps.</p>
7/01/2024 04:12 PM	<p><b>Feedback:</b> We want the individual stakeholder plan and dusted and implemented as a plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to miss York Garden in Port Macquarie as the maze motion indicated Council have not listened to our request for a larger area with full view across the road front of the RE one land and down the hill to ensure the Maritime view is preserved for future generations please use the Individual stakeholder plan to move forward community involvement fine planning</p>
7/01/2024 04:50 PM	<p><b>Feedback:</b> We want the individual stakeholder plan endorsed and implemented as the plan for this space</p>
7/01/2024 09:36 PM	<p><b>Feedback:</b> I do not understand the need for additional infill tree planting. The area is overgrown and has become inaccessible. There are plenty of trees on the headland, though very little clear sloped spaces for families overlooking the beach.</p>

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## APPENDIX D - Verbatim Feedback: *Do you have any feedback on Stage 4?*

Submission Date	Submission Feedback
5/28/2024 02:23 PM	<b>Feedback:</b> The Parking area is too small for the growing area and the use. Kattang Car park needs to be enlarged as it is full most days. The car parking in front of the lookout should also be extended and made 45 degree so that many cars can pull up and park and see the view from their car.
5/28/2024 07:10 PM	<b>Feedback:</b> Improvement of car parking is necessary
6/07/2024 04:02 PM	<b>Feedback:</b> Very appropriate works providing safe parking areas.
5/29/2024 02:43 PM	<b>Feedback:</b> If stages 1,2 and 3 are approved, this needs to be implemented at the same time otherwise you will have an asset that does not have parking infrastructure to cope
5/31/2024 09:15 AM	<b>Feedback:</b> We support the NSW NPWS car park being formalised. We are concerned about pedestrian safety with formalising parking at the entrance of the Pilot Station beach access point.
6/03/2024 11:55 AM	<b>Feedback:</b> Supportive
6/03/2024 04:45 PM	<b>Feedback:</b> Please use the Individual Stakeholder Plan as the preferred option for genuine consideration of the appropriate management of this community space.
6/03/2024 06:42 PM	<b>Feedback:</b> There is not enough parking for all the Kattang users as is and they park all up the streets. Make a lot more parking spaces that you can get a view with while sitting in cars.
6/04/2024 01:28 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/04/2024 08:20 PM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 12:35 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 05:46 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/05/2024 06:06 PM	<b>Feedback:</b> Appears appropriate and I support this
6/06/2024 04:11 PM	<b>Feedback:</b> No

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6/07/2024 11:44 AM	<b>Feedback:</b> The Individual Stakeholders Plan for this area again is far more superior in all aspects and progress of sound development of this area
6/09/2024 10:28 AM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/09/2024 01:17 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/10/2024 10:31 AM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and Implemented for this space
6/11/2024 11:17 AM	<b>Feedback:</b> agree
6/11/2024 12:59 PM	<b>Feedback:</b> Looks good
6/11/2024 02:02 PM	<b>Feedback:</b> We want the individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/11/2024 02:08 PM	<b>Feedback:</b> I would hope all works are done with a minimum of damage to the precious littoral rainforest.
6/11/2024 02:43 PM	<b>Feedback:</b> All good
6/11/2024 04:20 PM	<b>Feedback:</b> My kids and I want to see the individual stakeholder plan as the plan for the area
6/11/2024 05:24 PM	<b>Feedback:</b> Individual Stakeholder proposal
6/11/2024 06:56 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/11/2024 07:03 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/11/2024 10:14 PM	<b>Feedback:</b> I would like the Individual Stakeholder Plan endorsed and implemented as the plan for this space.
6/12/2024 09:41 AM	<b>Feedback:</b> no
6/12/2024 11:07 AM	<b>Feedback:</b> Should go ahead
6/12/2024 11:47 AM	<b>Feedback:</b> I prefer the Individual Stakeholder Plan
6/12/2024 12:46 PM	<b>Feedback:</b> I support the adoption of the PMHC Endorsed Master Plan. I oppose the Individual Stakeholder Master Plan

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6/12/2024 03:46 PM	<b>Feedback:</b> Tidying up the car park is a good idea and perhaps an all abilities footpath along Camden Head road.
6/12/2024 06:25 PM	<b>Feedback:</b> I am fully supportive of the Camden Haven endorsed draft master plan for Stage 4.
6/13/2024 02:32 PM	<b>Feedback:</b> This could work
6/14/2024 10:11 AM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/14/2024 10:48 AM	<b>Feedback:</b> As above
6/14/2024 11:04 AM	<b>Feedback:</b> It definitely needs car parking. Thank you.
6/14/2024 01:50 PM	<b>Feedback:</b> No
6/15/2024 11:15 AM	<b>Feedback:</b> I would like the individual stakeholder plan implemented
6/15/2024 11:31 AM	<b>Feedback:</b> Supported
6/16/2024 01:09 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/17/2024 07:33 PM	<b>Feedback:</b> I support stage 4
6/17/2024 08:03 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/18/2024 10:01 AM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/20/2024 12:12 PM	<b>Feedback:</b> Support
6/22/2024 02:24 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/23/2024 02:33 PM	<b>Feedback:</b> What will the extension pathway construction and what will care be taken of existing native vegetation?
6/28/2024 04:52 PM	<b>Feedback:</b> Stage 4 - Formalisation of Car parking - again I support the Council's draft plan as it minimises impact on native vegetation. The individual stakeholder plan has shown no respect for or understanding of native vegetation
6/25/2024 01:46 PM	<b>Feedback:</b> Stage 4 is really needed, not sure why toilet facilities were not included here though



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6/25/2024 02:00 PM	<b>Feedback:</b> Please see my response to Question 3.
6/25/2024 05:28 PM	<b>Feedback:</b> We want the individual stakeholder plan for our community
6/25/2024 05:33 PM	<b>Feedback:</b> I support the individual stakeholder plan for our community.
6/25/2024 05:45 PM	<b>Feedback:</b> We Headland residents all support the individual stakeholder plan.
6/25/2024 06:32 PM	<b>Feedback:</b> i would prefer the individual stake holder plan for the community.
6/25/2024 07:08 PM	<b>Feedback:</b> No
6/25/2024 09:15 PM	<b>Feedback:</b> We want the individual stakeholder plan
6/26/2024 11:06 AM	<b>Feedback:</b> Agree with formalisation of the car park in front of the site, but disagree with the need to formalise the existing car park at Kattang NR
6/26/2024 01:11 PM	<b>Feedback:</b> okay
6/27/2024 12:20 PM	<b>Feedback:</b> Formalised parking would be helpful.
6/27/2024 02:44 PM	<b>Feedback:</b> formalising of current car park would improve the orderly use of the area while not impinging on the existing natural landscape being managed by NPWS. The local stakeholders proposal would vastly increase the car parking facilities at great expense and would take up land currently managed by NPWS. Also all the additional facilities, parking and landscaping proposed in the local stake holders plan would result in large increases in traffic in local streets (Build it and they will come).
6/27/2024 03:10 PM	<b>Feedback:</b> Yes please, more car parking spaces are required especially on the weekends and more so in whale watching months.
6/27/2024 07:16 PM	<b>Feedback:</b> Great idea- it gets pretty busy on the weekend.
6/28/2024 12:48 PM	<b>Feedback:</b> Individual stakeholder plan is far superior. Please implement.
6/28/2024 01:36 PM	<b>Feedback:</b> The Individual Stakeholder Proposal is a much better option.
6/28/2024 03:19 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan for this stage



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6/28/2024 03:55 PM	<b>Feedback:</b> if needed.
6/29/2024 07:39 AM	<b>Feedback:</b> I would like the Individual Stakeholder Plan Endorsed and implemented as the plan for this space
6/29/2024 11:08 AM	<b>Feedback:</b> Lack of disability access
6/29/2024 11:17 AM	<b>Feedback:</b> Having a formal car park will make it easier for the community to park in a safe and well defined area.
6/29/2024 12:01 PM	<b>Feedback:</b> I prefer the proposal put forward by local stakeholder with much more clearing to be done.
6/29/2024 01:37 PM	<b>Feedback:</b> Individual stakeholder plan please
6/29/2024 02:03 PM	<b>Feedback:</b> We want the individual stake holder plan for our community
6/29/2024 02:20 PM	<b>Feedback:</b> Good
6/29/2024 02:56 PM	<b>Feedback:</b> Formalising the existing car park will create enough parking availability. There is also ample of curb side parking available.
6/29/2024 03:19 PM	<b>Feedback:</b> Agree with Stage 4
6/29/2024 08:02 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan NOT the council plan
6/29/2024 09:43 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space.
6/30/2024 10:35 AM	<b>Feedback:</b> Car Park needs extension to accommodate more cars
6/30/2024 11:46 AM	<b>Feedback:</b> yes- great to have more car parking so all the community can enjoy this space.
6/30/2024 01:49 PM	<b>Feedback:</b> Make sure that the area has wheelchair/disabled accessible options
6/30/2024 03:11 PM	<b>Feedback:</b> Car park is important
6/30/2024 03:14 PM	<b>Feedback:</b> Desperately need cleaning up and formalising.
6/30/2024 03:33 PM	<b>Feedback:</b> In keeping with the Zone RE1 objectives, yes this should all be cleared and tables replaced and BBQ areas installed. This lookout and recreation area would be a valuable asset to the Camden Haven as a whole.

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6/30/2024 04:37 PM	<b>Feedback:</b> Formalisation of Car parking - again I support the Council's draft plan as it minimises impact on native vegetation. The individual stakeholder plan has shown no respect for or understanding of native vegetation
6/30/2024 04:44 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan endorsed and implemented as the plan for this space.
6/30/2024 04:56 PM	<b>Feedback:</b> I support the Camden Head Endorsed Draft Masterplan
6/30/2024 04:46 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan endorsed and implemented as the plan for this space.
6/30/2024 06:38 PM	<b>Feedback:</b> I want the individual Stakeholder Plan endorsed and implemented for this stage.
6/30/2024 07:18 PM	<b>Feedback:</b> I would prefer the individual stakeholders plan to be implemented.
6/30/2024 09:19 PM	<b>Feedback:</b> Good improved parking.
7/01/2024 11:09 AM	<b>Feedback:</b> 1. Car park 8 not needed - plenty of parking in streets- NPWS issue 2. Drainage - curb and guttering could be addressed to prevent gravel and waste water dumping into C2 area 3. Support formalised parallel parking 11 but please include in stage 1 along with equal access picnic facility
7/01/2024 09:26 AM	<b>Feedback:</b> please keep existing vegetation
7/01/2024 01:17 PM	<b>Feedback:</b> The car park appears to be appropriate.
7/01/2024 02:05 PM	<b>Feedback:</b> I strongly support the Individual Stakeholder Plan for this area
7/01/2024 02:26 PM	<b>Feedback:</b> Support formalised parking but please include it in an earlier stage if possible before any pathway installation. I am over the site of cars constantly idling at the top of the hill for a few minutes before driving on. It creates conflict between walkers and vehicles constantly arriving and leaving and is potentially dangerous. In many ways it would be preferable from a public amenity point of view for the area to be de-signed as Pilot Beach LO, and changed to Pilot Beach Picnic Area. This would discourage those who expect unimpeded views and would reduce the number of cars spewing exhaust fumes across the picnic area. There are 7 lookouts in Kattang Nature Reserve, one of which is equal access from a car and every one of which offers more expansive views than those at the PS Lookout. Really how many lookouts does one little headland need? A car park near the NPWS

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	gravel car park is not needed as there is plenty of parking in Bergalia street.
7/01/2024 02:37 PM	<b>Feedback:</b> Proposed size and location accepted
7/01/2024 02:29 PM	<b>Feedback:</b> Stage 4 Formalisation of car park Council's plan for car-parking (8) relates to NPWS estate -Kattang Nature Reserve, and as such need not be included in this plan, unless a separate plan is developed with NPWS. However, the section between the car park and Bergalia Crescent on Council's Road Reserve is partially unsealed and the street kerb and guttering ceases outside 32 Bergalia Street next to the car park. From there on, the lack of kerb and guttering allows stormwater drainage to flow into the NPWS car park and then deposit gravel, stormwater and street waste into the C2 area. This could be remediated in the short term without great expense by installing a silt fence but long term, a formal crossover in the Road Reserve and a stilling and water dispersal mechanism could be installed. Council's plan to formalise car-parking (11) I support Council's concept of formalised parallel, street parking and equal access to picnic furniture, but this should be a much higher priority, installed in stage 1 along with the equal access picnic table. It's common practice for people to stop in their cars and idle to take in the view, however this practice would conflict with the proposed accessible parking space. Can Council address this with No Standing signage or other mechanism for safe use by people with disabilities? Please note that there is adequate parking in Bergalia Street for people without access issues and also plenty of overflow parking for Kattang NR. As there is no drainage system on this side of the road consideration needs to be given to proper water dispersal to avoid erosion.
7/01/2024 04:50 PM	<b>Feedback:</b> We want the individual stakeholder plan endorsed and implemented as the plan for this space
7/01/2024 09:36 PM	<b>Feedback:</b> I'm supportive of this stage.

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## APPENDIX E - Verbatim Feedback: *Do you have any other feedback?*

Submission Date	Submission Feedback
5/28/2024 02:23 PM	<b>Feedback:</b> Overall the council plan is badly thought out, insignificant for the brief, unable to meet the criteria the mayor and the community have asked for and staff have obviously gone against the wishes from public consultation.
5/28/2024 07:10 PM	<b>Feedback:</b> Please listen to your ratepayers. This is rubbish and needs to be amended to allow community use and views for the headland and people along Camden head rd including places for people to walk and ride bikes up Camden head rd to the lookout.
6/07/2024 04:02 PM	<b>Feedback:</b> Dunbogan/ Camden Head Bushcare should continue maintaining the bushland and PMHC staff should care for the Picnic area and tables. There is no real need to establish a new Friends of Group.
5/29/2024 02:43 PM	<b>Feedback:</b> You made need a toilet
5/31/2024 09:15 AM	<b>Feedback:</b> All of the area as shown in the Camden Head Zoning map is covered as volunteer supported land. The Pilot Station has had volunteers undertaking land and bushcare every Tuesday for almost 25 years and they have done an incredible job at eradicating and the continual management of invasive species on the whole of the land covered in RE1. They have worked many times alongside council ground crews, National Parks and all the other volunteer organisations on the headland. They have and will continue to be present and active on the headland into the future. All the volunteer groups on the headland have a long and rich history of collaboration and wonderful communication between groups and government agencies. Our volunteers are members of multiple headland groups and volunteer on multiple days a week. We are incredibly proud of their work, commitment and the impressive impact they have had on Camden Head and surrounds. Proposing another group over the existing area that has had continual volunteer action with interests from parties that have no history of volunteer work on the headland seems discourteous to those volunteers that have worked hard to manage the land for Council.
6/03/2024 11:55 AM	<b>Feedback:</b> Overall, I think this is a good masterplan that has been developed following extensive consultation in 2023. It achieves a good balance between requests for additional recreational amenity in the reserve with ongoing obligations to maintain wildlife corridors and koala habitat between high value biodiversity reserves (Gogleys Lagoon littoral rainforest and Kattang Nature Reserve).

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6/03/2024 04:45 PM	<b>Feedback:</b> not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayors motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generation. Please Use the Individual stakeholder plan to move forward to community involvement fine planning.
6/03/2024 06:42 PM	<b>Feedback:</b> I would like the whole area cleared so I can use it without getting ticks, but at worse I would sttle for the Indipended stakeholder plan as a minimum.
6/04/2024 01:28 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community, nor the intent to mimic Mrs Yorks' Garden in Port Macquarie as the mayors motion indicated. Council have not listened to the community's requests for a larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generations. Please use the Individual stakeholder plan to move forward to community involvement with fine planning.
6/04/2024 08:20 PM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayors motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generation. Please Use the Individual stakeholder plan to move forward to community involvement fine planning.
6/05/2024 12:35 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayors motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generation. Please Use the Individual stakeholder plan to move forward to community involvement fine planning.
6/05/2024 05:46 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayors motion indicated.

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	Council have not listened to our requests for a larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generation. Please Use the Individual stakeholder plan to move forward to community involvement fine planning.
6/05/2024 06:06 PM	<b>Feedback:</b> The proposal put forward by a local stakeholders is totally ecologically unacceptable, unsustainable and should not be supported. I support the plan developed by the Council not the local stakeholder proposal
6/06/2024 04:11 PM	<b>Feedback:</b> Bushfire protection is critical around the back of the pilot station. The vegetation that is presently there is an extreme fire risk.
6/07/2024 11:44 AM	<b>Feedback:</b> I have lived at Camden Head for 11 years and have just moved , this a special place and community which has been shamefully neglected and ignored ,and because of this it has become , firstly an unkempt, overgrown, mess , the loss of the lookout and picnic area view is a disgrace, also Camden Head Road is now become a very dangerous fire hazard because of the lack of care to the vegetation which is out of control and overgrown, if we have a bad fire season and a strong westerly wind , the residents are locked in by one road in and one road out ! This will cause chaos and property and lives to be in immediate danger , also this beautiful area could be made into a very community friendly recreational area if the Individual Stakeholder Plan is implemented and will improve this area and it's beauty be maintained instead of just another small gesture made which is shameful in the other plan , the immediate community want more effort from you , the council to implement a plan designed and desired by the community who know and live in this area and again I strongly endorse the Individual Stakeholder Plan to be implemented
6/09/2024 10:28 AM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayors motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generation. Please Use the Individual stakeholder plan to move forward to community involvement fine planning
6/09/2024 01:17 PM	<b>Feedback:</b> I support that the Individual Stakeholder Plan be Endorsed and implemented as the plan for this space, not the council staff plan as it does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayors motion indicated. Council have not listened to our requests for a

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	larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generation. Please Use the Individual stakeholder plan to move forward to community involvement fine planning.
6/10/2024 10:31 AM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and Implemented for this space. The PMHC appears to have ignored the requests of the Camden Head community by maintaining the status quo with a couple of new picnic tables and enlarged car park, typical unimaginative bureaucratic council plan. The most beautiful part of Camden Head is the magnificent views of the coast up to Port Macquarie. These views can be shared with the broader community by the clearing of the rubbish scrub obstructing the views and the strategic planting of more attractive indigenous trees with maintained walkways to the beaches and car parks. The current scrub between Camden Head Road and the beach are a serious fire hazard for the residences along Camden Head Road. Most of the houses where build when the Pilots Paddocks where grassed and had cattle grazing on them with little concern about fire. You would think a modern and progressive council would take into account the fire risk particularly after the horrendous 2019 fires.
6/11/2024 11:17 AM	<b>Feedback:</b> I encourage Council to adopt this Council-developed draft plan and make a statement along the lines that the alternate plan is ecologically unacceptable.
6/11/2024 02:02 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden as the Mayors motion indicacted. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generation. Please use the individual stakeholder plan to move forward to community involvement fine planning.
6/11/2024 02:08 PM	<b>Feedback:</b> This area is a very precious and important rainforest remnant that provides essential habitat for all the species that live there. It needs to get as much protection and support as possible. Let's be honest here the other proposals just a facade to destroy the rainforest legally so they can have their views maintained. Let me guess the proponent lives opposite the reserve and is only really doing this out of utterly selfish reasons. The rainforest, it's inhabitants, the community and the future all lose out if we let this insane proposal to clear vitally important rainforest go ahead. I am utterly ashamed of our Council even considering this outrageous attempt to legalise vandalism.



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6/11/2024 02:43 PM	<b>Feedback:</b> N/A
6/11/2024 04:20 PM	<b>Feedback:</b> We welcome the individual stakeholder plan as the plan the community wants, we welcome find detail planning so we can include barbecues and viewing stations so as a family we can enjoy this base and the view for the future. We do not want to see the plan presented by staff, we do not want to see the endorsed plan as this does not give our community what they have been asking for. I do not understand why this is been such a long drawn out fight when a simple clearing in the beginning would have saved a lot of time and money, now of course we want a misses York style garden . I don't believe the council indoors plan. Community members cutting trees to retain the view.
6/11/2024 05:24 PM	<b>Feedback:</b> Individual Stakeholder proposal
6/11/2024 06:56 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayors motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generation. Please Use the Individual stakeholder plan to move forward to community involvement fine planning
6/11/2024 07:03 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayors motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generation. Please Use the Individual stakeholder plan to move forward to community involvement fine planning
6/11/2024 10:14 PM	<b>Feedback:</b> I would like the Individual Stakeholder Plan endorsed and implemented as the plan for this space, not the council staff plan. The council staff plan does not deliver on the community goals to fully showcase the natural beauty of the area to locals, visitors and tourists by providing an open lookout space to the historic maritime view for the community to enjoy, nor does it achieve the intent to mimic Mrs Yorks Garden in Port Macquarie. I have photos of what the lookout view was like years ago but there was no option to attach a document/photo to this survey. It would be a wonderful achievement should council support and deliver a restoration of this area to its former beauty. Please advise if you would like the photos for



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	reference. Please use the individual stakeholder plan to move community involvement planning forward.
6/12/2024 09:41 AM	<b>Feedback:</b> no
6/12/2024 09:55 AM	<b>Feedback:</b> This plan is the better option.
6/12/2024 11:47 AM	<b>Feedback:</b> The Individual Stakeholder Plan is definitely an advancement on the Council Masterplan. The ISP appears to have a higher level of clearing for regrowth of native grasses, which will open up the area in line with the historical site it once was. This area has the potential to be a real tourist attraction. We need to be somewhat ambitious about the future of this area if we are to get it right.
6/12/2024 12:46 PM	<b>Feedback:</b> The PMHC endorsed masterplan protects the biodiversity of this important wildlife habitat and land corridor while providing pleasant public spaces. The individual stakeholder masterplan intends to destroy habitat used by vulnerable and native species in favour of trying to introduce grasses which are not native to the this site. This site has been maintained by community groups such as Landcare, working with council under an MOU for 25 years. Why would the council support an unknown, possibly unqualified stakeholder to take over from the proven successful management that has happened to date? I strongly oppose the proposal to clear this valuable wildlife habitat and wildlife corridor. In addition any change from the current management arrangement is likely to require extra maintenance by the PMHC at extra cost to the ratepayers.
6/12/2024 03:46 PM	<b>Feedback:</b> Perhaps Pilot Beach reserve could be more deserving of Master plan with a couple more covered picnic tables etc, better road maintenance and leave the environmentally sensitive areas alone for maybe a Local Landcare group to keep weeds out and ensure a rare wonderful area is here for many years to come.
6/12/2024 06:25 PM	<b>Feedback:</b> I am a member of Landcare. It is important that the work undertaken over the past 25 years by volunteers to preserve and enhance biodiversity at Camden Haven continues.
6/13/2024 02:32 PM	<b>Feedback:</b> This area has been cared for by Volunteers for the last 25 years, I would be horrified to see their hard work destroyed.
6/14/2024 10:11 AM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayors motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the REI Land and down the hill to ensure the maritime view is preserved for future generation.

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	Please Use the Individual stakeholder plan to move forward to community involvement fine planning.
6/14/2024 10:48 AM	<b>Feedback:</b> The individual stakeholder plan is the preferred plan for my community
6/14/2024 11:04 AM	<b>Feedback:</b> I think the whole hill should be cleared and offered back to the community in its old state. A viewing platform would be ideal along with picnic tables and bbqs.
6/14/2024 01:50 PM	<b>Feedback:</b> I FULLY SUPPORT and thank council for endorsing the draft Camden Head Master Plan. I DO NOT support the Proposal put forward by a local stakeholder. I also DO NOT wish to join the Friends of Camden Head group. Another issue is the name that council has given this Lookout on Camden Head. It is currently sign posted as Pilot Station Lookout and the Crown Lands maps also have it identified as Pilot Station Lookout. What authority does Council have to change site location names whenever they see fit??
6/15/2024 11:15 AM	<b>Feedback:</b> The maritime history more importantly the views should be restored to what was originally available when the Pilot Station was in use. A larger cleared area would assist in achieving this goal. A garden similar to Mrs Yorks Garden in Port Macquarie would be a great boost for local tourism and help to restore the Pilot Station to its former glory.
6/15/2024 11:31 AM	<b>Feedback:</b> I fully support the ENDORSED Draft Masterplan but DO NOT support the Individual Plan submitted as an alternative to the endorsed works.
6/16/2024 01:09 PM	<b>Feedback:</b> The plan devised in consultation with the community (Individual Stakeholder Plan) is superior to the Master Plan for a number of reasons. All aspects have been carefully evaluated by the people who live locally and who will ultimately be involved in the maintenance and upkeep of our environment. The example set by the clever garden in Port Macquarie (Mrs Yorks Garden) should be followed as far as possible. This is a unique asset with tremendous potential for community cooperation and deserves to be respected as such. Ignoring our input to promote a significantly less creative plan has us baffled!
6/17/2024 07:33 PM	<b>Feedback:</b> I support the Camden Head Endorsed Draft Masterplan only.
6/17/2024 08:03 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council endorsed plan, that does not achieve the goals of the community or the intent to mimic Mrs

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	Yorks Garden in Port Macquarie as the mayors motion indicated. Council have not listened to our requests for a larger cleared area at this site, with full view across the road frontage of the REI Land and down the hill to ensure the maritime view is preserved for future generation. Please use the Individual stakeholder plan to move forward to community involvement fine planning.
6/18/2024 10:01 AM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayors motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the REI Land and down the hill to ensure the maritime view is preserved for future generations. Please Use the Individual stakeholder plan to move forward to community involvement in the planning. I was there on the weekend; the area is a disgrace; formerly one of the most majestic views along the east coast of Australia corrupted by decades of public service neglect and delay. If Council acts now to clear the area in line ith The Individual Stakeholder Plan, it will be admired as the Council which reinstated Camden Head to its former glory. On the other hand, if you do little or no clearing, you will be rembered as the Council which had the chance, and did nothing, and rightly pilloried for generations to come.
6/18/2024 03:23 PM	<b>Feedback:</b> All aspects of the proposal should consider maintaining and enhancing the view. Surely this is the essence of a lookout.
6/19/2024 09:59 AM	<b>Feedback:</b> I support the Draft Endorsed Camden Head Master Plan. The Plan provides for improved recreational opportunities at the Pilot Station Lookout and preserves most of the natural vegetation around the Pilot Station. I believe the Plan is a sensible compromise which will satisfy the recreational needs of the community while protecting important biodiversity of this area. In supporting adoption of the Plan, I note the pathways, boardwalk and picnic areas, with existing vegetation to be maintained and managed. Clearing of this biodiversity-rich area cared for by volunteers for 25 years would be a folly in terms of the environment and resilience to climate change impacts, and would further damage Council's credibility on both these issues. The Dunbogan Bushcare regenerators have worked to achieve impressive outcomes including restoration of littoral rainforest, threatened species habitat and erosion management. Volunteer work over a quarter of a century has allowed Endangered Ecological Plant Communities such as littoral rainforest to rebound and the condition of the rainforest is now healthy and thriving with no major weed infestations. For these reasons I am opposed to the clearing, canopy thinning and native grass planting proposed in the Individual

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Stakeholder Proposal and the creation of a 'Mrs York' style exotic garden. In my opinion, the private proposal does not meet the requirements of sound environment knowledge and Council should reject it. The good work achieved by the bushcare regenerators will be undone if the alternative proposal is allowed to proceed. I am also concerned about the spread of any exotic species planted in the area because some will ultimately spread into Kattang Nature Reserve and into the rainforest. Has Council sought input from the NPWS? Critical wildlife corridors between all parks and reserves must be maintained. I oppose the formation of a new group called Friends of Camden Head. There is no need. There is already a bushcare group with many years of experience and a proven track record. Council would not only be demonstrating complete contempt for the established group if it goes ahead with a new group, it would be taking a risk that the new group will underperform, leaving Council with an additional maintenance and public relations problem. I assume that Council has considered the implications of endorsing a new group in terms of incorporation and insurance. On the issue of any new group having a charter for action, I am concerned that the name 'Friends of Camden Head' is misleading as it implies that such a group would take responsibility for conserving environmental values across the whole headland. Would they? Is this the intention? Are they qualified to do this? Do they have the commitment? I have my doubts on all these questions. The Draft Endorsed Camden Head Master Plan needs to be re-named the Draft Endorsed Pilot Station Lookout/Reserve Master Plan and not Camden Head as this title is also misleading. One aspect of the Plan I have some doubts about is the proposed new pathway marked 1 as this would need vegetation clearing creating canopy gaps and allowing sun and wind to affect the rainforest microclimate and invite weed invasion. This path is unnecessary as there is already access via the little-used road down to the Pilot Station buildings. The second aspect which seems unnecessary is to clear an area above the picnic area marked 5 on both maps. This may improve views from nearby houses, but is it the right thing to do given the ecology of the area and the history of successful bushcare protection? Placing the Individual Stakeholder Proposal on public exhibition along with an apparent endorsement with an EOI and fact sheet for the proposed Friends of Camden Head group, is an appalling departure from best-practice convention in local government. The private proposal is nothing more than that – an individual's submission on the Endorsed Master Plan – and should not have been given equal status to the Council plan on the Have Your Say page. By so doing, the mayor and Council have set a precedent. If the issue is serious enough to require it, I reserve the right to request that my own private submissions be put on public exhibition in future and I will cite this precedent when making my case to do so and so will other residents. My reservations notwithstanding, I urge Council staff,

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	and ultimately the mayor and councillors, to adopt the Draft Endorsed Master Plan.
6/19/2024 10:10 AM	<p><b>Feedback:</b> I support the Draft Plan of Management for the Pilot Station as developed by PMH Council staff as the best compromise to resolve community conflict and especially to arrest the ongoing tree vandalism. I support the reinstatement of the view from the topmost section of the reserve by removing tea trees and the re-installation of picnic tables. However, no removal of littoral species and seedlings must occur either within and along the edges of the mown area or within the whole area marked Number 5 on the map. A buffer zone of tea trees needs to be left in Section 5 to protect those littoral rainforest species on its north-eastern edge especially from drying winds. However I do not approve of the new pathway marked Number 1 on the map. It is not acceptable for these reasons: - It will require removal of trees within the strip of littoral rainforest immediately joining the southern side road into the Pilot Station and that is ecologically unacceptable. Amongst other things it will create gaps in the canopy cover leading to alterations of the microclimate. - This</p> <p>track is totally unnecessary. People using the current access via the road into the Pilot Station are limited to a handful of local residents. Also very little traffic uses that road, there is a clear view of it and so it is not a safety hazard. - There are a number of spring outlets in the area above the road which run for up to 5 m and will not only make track clearing difficult but poses a safety risk to users through the wet, slippery soil. A significant area of the Pilot Station Reserve is vegetated with endangered littoral rainforest and also wetland areas as shown on the attached map prepared by the NSW Department of Planning. It is of concern that the draft plans of management have been developed without any reference to this which is the most important overarching consideration and legislation as under the NSW State Environmental Planning Policy: Resilience and Hazards 2021. When Council does research the legislative requirements, it may well be that some aspects of the plan may be incompatible. Detailed ground truthing and mapping will need to occur before any final plans are made. • In addition the 2020 Biodiversity Survey compiled by NSW NPWS states that successional rainforest species are found in several areas of the reserve, where after previous clearing and sowing of exotic grasses, vegetation goes through a natural process of evolving into rainforest. Such plants and seedlings must be protected. – The Draft Individual Stakeholder Plan lists canopy thinning to allow native grasses to propagate and clearing and mulching to encourage growth of endangered grasslands. Are these to magically appear? This is an ecologically ridiculous concept. Any person involved in Landcare and especially those involved in 25 years of Landcare on the Dunbogan Peninsula will testify that what will colonise the area are</p>

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	<p>exotic grasses and weeds such as Erhartaerecta (a major invader of all habitats on the peninsula including those that have been regenerated), paspalum, rye grass, kikuyu, purple top, farmer's friends, fleabanes and blue billy goat weed amongst any others. – Their plan has several references to regeneration of 'Endangered Grasslands' a mistaken reference to an Endangered Habitat known as 'Themeda Grasslands on Headlands and Sea Cliffs'. They do not grow on sand dunes which is what this section of the reserve is. Surely the use of the term 'endangered grasslands' has just been thrown in here to make this sound as if it is ecologically sound or else it is an illustration of this group's ecological ignorance that is illustrated in other aspects of their plan. – Given the continual pressure from nearby residents over the years for tree removal to improve views, one can only question whether this is the motive behind the concept of wider clearing. A Mrs Yorke style garden is not only ecologically inappropriate within bushland habitat let alone a vital habitat corridor.</p>
6/19/2024 10:12 AM	<p><b>Feedback:</b> Thank you for the opportunity to express an opinion on the draft plan. In general terms I favour the Individual stakeholder plan, mainly because the pathway improvements there envisaged are more likely to assist the aged and disabled visitor, and the canopy thinning more sympathetic to the (once existing) natural environment. But in particular, I would urge Council to improve and maintain the boardwalk already in existence providing access to the beach, and to adopt the pathway improvement and thinning program advocated in the stakeholder plan, at the very least in connection with the paths to the beach. The pathway from top to bottom is in constant use in the warmer months by families, including young children and elderly participants, is presently a safety concern, absent improvement to the structure, suitable connection to the structure, and the clearing of the adjacent area.</p>
6/19/2024 10:14 AM	<p><b>Feedback:</b> In reviewing the online documents in the Draft CH Masterplan Have Your Say, I noticed some anomalies in how the project location is named. After researching the place name(s) via the Geographical Names Board (GNB) and reviewing how the project location is named in other documents I have found some differences between their officially assigned place names and the place names that are used in public documents. I strongly support Council's Endorsed Draft CH Masterplan for the location, which is road-signed as "Pilot Station Lookout" (photo attached) but which is named as Camden Head, and I will submit comments to the Have Your Say survey but, as the project and survey do not specifically address the issue of naming, I hope that Council can help clarify these anomalies and where justified, adjust its naming practices for this and other projects at this location. NAME: CAMDEN HEAD • In the project title and plans, PMHC uses the name "Camden Head Endorsed Draft Masterplan". When ground-truthed and researched, the project</p>



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location is not on Camden Head itself. The name Camden Head refers to only 3 locations on the Peninsular as follows: • "Camden Head" refers to the whole peninsular of land separated from Dunbogan by a narrow strip of land bounded on one side by Gogley's Lagoon and the Pacific Ocean on the other. (Camden Head Area Map attached). • The name "Camden Head" refers secondly to the entire Camden Head Village, the entry to which is flagged by a village sign on Camden Head Rd opposite Unique close. • Thirdly, Camden Head is the officially assigned name for a geographical formation in Kattang Nature Reserve, is designated a headland and described by the GNB as "a headland S of the entrance to Camden Haven inlet, 2.5 km E of the village of Dunbogan..." (GNB listing 1 below) • Camden Head, is where one of 7 lookouts in Kattang NR is located (Kattang LO map attached) and although NPWS names the LO Charles Hamey Lookout" (GNB listing 2 below) the headland on which the lookout is built is described as (GNB) "A lookout on Camden Head about 2.5 km E of the village of Dunbogan". • The Kattang NR location has continued to be and is still locally known as "Camden Head Lookout". If a visitor asked locals where Camden Head LO was, they would certainly refer them to this location in Kattang NR. • The name and this location of Camden Head LO in Kattang Nature Reserve is also referred to by many tourism websites, one such example: <https://www.alltrails.com/trail/australia/new-south-wales/camdenhead-lookout> • I reviewing the documents in Have Your Say I have also noticed that the proposed volunteer group is named "Friends of Camden Head" a name which signifies a much larger area than their described area of interest. Either the group is following Council's naming practice or it has recently extended its expressed scope of interest and activity to include the entire peninsular, the entire village or the headland named Camden Head in Kattang NR? • Clarifying the project location by allocating a specific, correctly named area for onground volunteer activity would facilitate better relationships between volunteer groups- for example between the proposed 'friends' group and the Dunbogan Bushcare group which has been working in Dunbogan and across Camden Head for 25 years and also with the NPWS volunteer group Friends of Kattang NR whose area of work adjoins the Pilot Station Reserve's eastern boundary . 1.GEO NAMES BOARD Place Name Camden Head Designation HEADLAND Status Official Assigned Gazettal Date 10-02-1978 LGA(s) PORT MACQUARIE-HASTINGS LGA(s) at Gazettal HASTINGS GDA2020 Lat31°38'54.2"S GDA2020 Long152°50'04.0"E 1:25,000 Map Name LAURIETON 1:100,000 Map CAMDEN HAVEN 9434 Parish CAMDEN HAVEN County MACQUARIE 2. GEO NAMES BOARD Place Name Charles Hamey Lookout Designation LOOKOUT Status Official Assigned Gazettal Date 23-07-2021 11-06-2021 GNB File No.6127 LGA(s) PORT MACQUARIE-HASTINGS LGA(s) at Gazettal PORT MACQUARIE-HASTINGS GDA2020 Lat31°38'52.3"S GDA2020

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Long 152°50'23.9"E 1:25,000 Map Name Laurieton Parish Camden Haven County Macquarie Description A lookout on Camden Head about 2.5 km E of the village of Dunbogan Origin William Charles Hamey was a prominent citizen of the Dunbogan area serving on both the Hastings Shire Council and the Oxley County Council. He was a dedicated advocate for the Dunbogan area and was involved in many community organisations. C1885 - 1962. Aboriginal Name No NAME: CAMDEN HEAD PILOT STATION LOOKOUT / RESERVE • The CH Masterplan location name is officially assigned as Camden Head Pilot Station, and is designated as a LOOKOUT. (GNB listing 3 below) • Council road signage (attached image) on the corner of Camden Head and Pilot Beach Roads, names this place as "Pilot Station Lookout". • Council's mapping (attached) names Lot 301 as Pilot Station Reserve, but the picnic area Lot 353 is named Camden Head Lookout Reserve. • This location has from the 1960s on has been known locally as Pilot Station Lookout by the residents of Camden Head Village and Camden Haven locals but the name Camden Head Lookout Reserve is listed on Council's website: <https://www.pmhc.nsw.gov.au/Places/Sport-Recreation/Parks-and-Reserves/Camden-Head-Lookout-Reserve> • The use of the name Camden Head rather than the Pilot Station LO and / Pilot Station Reserve dilutes the area's maritime history, acknowledged by the naming (as suggested by a former MSB District Officer, Mac Rutledge) of every village street for vessels that frequented the Camden Haven • Naming this location as Camden Head also dilutes the significance of the the Camden Head Pilot Station historic group of buildings on this site, a building group that is heritage listed on Council's LEP. Historically the Camden Haven estuary and the entire headland revolved around maritime activities, piloting and the role of the Pilot Station, residence, boatshed and wharf as consistent with this area's history. • The attached map shows DP and Lot Numbers for this location- the Reserve Lot 301, DP 39665 is named Pilot Station Reserve, yet the name for the assumed picnic area 353 is named "Camden Head Lookout Reserve Dunbogan" and not the Camden Head Pilot Station Lookout, road signed simply Pilot Station Lookout.

3. GEO NAMES BOARD Place Name Camden Head Pilot Station Status Official Assigned Designation LOOKOUT LGA PORT MACQUARIE-HASTINGS 1:25,000 Map Name None Parish None Dual Named None I understand these naming conventions may be considered in some contexts to be an insignificant issue, but naming anomalies can create confusion and make a real difference on the ground and can potentially impact tourism promotion, dilute part of the area's history. Accuracy is also needed to ensure future management directives for these special places workable on the ground. If the name Pilot Station Lookout was used it could open opportunities for the 'friends' to source funding for the creative interpretation of maritime history by for example, highlighting



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	<p>maritime history via picnic shelters reflective of boats (as at Shelly Beach via Harry Thompson;s picnic shelter carved in the shape of his old caravan) or interpretive artwork to create interest and another reason for people to use the area. Could you please advise if Council could look into the use of the difference between naming the site Camden Head or Pilot Station Lookout and adjust where necessary these naming practices to concur with the officially assigned names and to better reflect the headland's maritime history and the presence of the Pilot Station at this location.</p>
6/19/2024 10:16 AM	<p><b>Feedback:</b> I'm writing to support the PMHC 'Draft Camden Head Master Plan' proposed at the Ordinary Council Meeting on 16th May, and at the same time oppose the plan put forward by the 'individual stakeholder'. Many people with degrees in Environmental Science and years of experience in Bush Regeneration and Conservation have been actively working in this area over the past 25 years. It's demeaning to think that the individual stakeholder, who has shown no inclination to work with 'Dunbogan Bushcare,' 'Friends of the Pilot Station' or 'Friends of Kattang', can table their plan without consultation with any of these groups. Their ignorance of this site is evident when stating the aim to establish endangered Themeda grassland and dry schlerophyll forest, while thinning the canopy. Neither of these are endemic on Camden Head, while it is the canopy that is allowing the regeneration of littoral rainforest species and at the same time suppressing weeds. The naturally regenerating rainforest is also extremely important as habitat and as a wildlife corridor for many species of fauna, some endangered, that inhabit the headland.</p> <p>Therefore, I support the Master Plan with the exception of the path linking the picnic area to the northern boardwalk to Pilot Beach. This seems completely unnecessary and would lead to further disturbance of the site, as well as removing trees essential in establishing canopy cover.</p>
6/19/2024 10:19 AM	<p><b>Feedback:</b> On behalf of the Hastings Landcare Network (14 Landcare Groups, 220 members, 1000 subscribers to mailing list, and our rural Landholder network) I am writing to; • Support the PMHC Endorsed Camden Head Master Plan (see table below). • Oppose the Individual Stakeholder Master Plan (See table below). • Confirm that Dunbogan/Camden Head Bushcare will continue the already 25-yearold regeneration program on the reserve under MOU signed with PMHC. Our volunteers will continue bush regeneration on the area mapped as Natural Area (bushland) in the 2023 PMHC Council Managed Crown Land – Plan of Management (POM) (Appendix A, page 77, reserve 78791, map below). Excluding the 450sqm lookout section named by the geographical Names Board as the Pilot Station Lookout Reserve, this area should be looked after by PMHC not a new</p>

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	<p>Friends of Group. As stated in the PMHC POM (p.34), the core objectives of land mapped Natural Area (Bushland) are to, 'conserve biodiversity and maintain ecosystem function'. Dunbogan/Camden Head Bushcare and Friends of the Pilot Station (now Landcare Volunteers) are trained and experienced volunteers that have continually worked for over 25 years to successfully restore habitats on the reserve in line with POM and in partnership with PMHC for 25 years (the site is weed free and thriving!). The only change to the PMHC Endorsed Master Plan we would recommend is not to include the windy pathway 1 that leads down to the private road. It serves no additional purpose that the straight section from the lookout area down to the Pilot Station doesn't already serve. We urge PMHC Mayor and Councillors to recognise the 25 years of volunteer work that has allowed this site to regenerate into littoral rainforest! In doing so, we urge PMHC to adopt the PMHC Endorsed Master Plan which is a good compromise for the whole community. Rather than a plan drawn up by one Individual resident with no consultation with anyone/stakeholders.</p>
6/19/2024 10:21 AM	<p><b>Feedback:</b> I have read through both proposals for the Camden Head, and would like to offer my opinion. Having lived in the area for 10 years now, and spending a lot of time at Pilot beach, the walls and general area, I believe the local landcare group has done a fabulous job, and have the experience generally and in the specific area to continue great work with their volunteer crew. The other option, I feel may be more aligned to the personal wants perhaps of the group, rather than the environmental aspects. Therefore I am opting with full support for the Draft Management plan devised by PMHC</p>
6/19/2024 10:24 AM	<p><b>Feedback:</b> Firstly thank you for the opportunity to provide feed back and ideas for Camden Head. I've had a look at the proposals, both the council's and local stakeholders. I am in support of the local stakeholder's submission in preference to council's, with the exception of the BBQ's, One thing I'd like to point out is that I have seen nothing in the either proposal that gives any consideration to people of limited or no mobility to enable them to better enjoy these facilities or the views currently hidden by the scrub. Having lived previously near a reserve with free electric BBQ's I would add caution about having them in this location for several reasons. 1. It will encourage the "Party types" that stay in the local Air BnB's to create disturbances into the night if the BBQ's are there to aid their gatherings. 2. Litter - unfortunately not everyone has nature in mind and litter is often left at free BBQ's. 3. Cleaning - Again there are people who do not clean up after themselves and if the council agrees to BBQ's then it should budget for daily cleaning them too. 4. Perhaps have the BBQs on a timer so they operate between say 7AM and 7PM I like the meandering path idea in the local proposal. Being almost 69 yrs old, I would appreciate less of a slope to get to and from</p>

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	<p>the beach. I live in Bergalia Crescent. As many of the folks on the headland are retired, I'm sure I'm not alone in this way of thinking. I support more clearing of the scrub between Camden Head Rd and the Pilot Station (as in the local stakeholder proposal) to restore the original "view from the hill" and to mitigate fire risk. I'd also like to see the scrub/vegetation on crown land adjacent to the North of the car park also cleared and returned to native grasses to:</p> <ol style="list-style-type: none"> <li>1. Provide additional Northerly facing nose/tail-in parking.</li> <li>2. This Northerly facing parking will provide a view from their cars for people with limited or no mobility. Again, I have seen nothing in the overall proposals that gives any consideration to people of limited or no mobility.</li> <li>3. Mitigate local fire risk.</li> <li>4. Provide more parking so that visitors don't park in front of our homes at busy periods</li> <li>5. Also provide a meandering/gentle sloping path to the first picnic table suitable for people with wheelie-walkers, of low mobility or wheelchair bound.</li> <li>6. Two or three of the proposed Northerly facing car parking spaces closest to the picnic tables should be reserved for disability parking permit holders. Also I'm happy to join the "Friends of Camden Head" should council support and enact the locals' proposals. Thanks again for listening. And once again please be considerate of people with disabilities in your planning. It's easier to do it now rather than later.</li> </ol>
6/19/2024 10:46 AM	<p><b>Feedback:</b> Thank you for the opportunity to provide a submission on the Endorsed Draft Camden Head Masterplan. The National Parks and Wildlife Service (NPWS) manage Kattang Nature, which is adjacent to the Camden Head Lookout Reserve and seek to ensure future management of adjacent habitat connectivity corridors do not impact the biodiversity values of Kattang Nature Reserve. Kattang Nature Reserve is a 58-hectare reserve located on Camden Head, directly adjacent to the Camden Head Lookout Reserve. The reserve was gazetted in 1983 with the primary purpose to preserve an area of significant conservation, geomorphological and scenic values and make it available for scientific research, public education and appreciation. Despite its small size, Kattang Nature Reserve contains considerable diversity of habitats, flora and fauna. Twenty-nine vegetation communities have been identified in the reserve and over 150 vertebrate fauna species, including many species listed under the federal Environment Protection and Biodiversity Conservation Act (1999) and NSW Biodiversity Conservation Act (2016). The biodiversity values within Kattang Nature Reserve rely on existing connectivity corridors, including stands of native vegetation and littoral rainforest situated on the Camden Head Lookout Reserve. The importance of maintaining these habitat corridors is recognised in the Kattang Nature Reserve Plan of Management (2005), which includes the following strategies:</p> <ul style="list-style-type: none"> <li>• 2.3 Specific Objectives for Kattang Nature Reserve - "to maintain a viable corridor for native plants and animals from the reserve to Gogleys Lagoon, Crowdy Bay National Park and</li> </ul>

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Dooragan National Park". · 4.1.2 Native Plants strategies and actions – "work with relevant neighbours, conservation groups and others to encourage conservation of remaining vegetation in the vicinity of the reserve and identify potential wildlife/habitat corridors to link other native vegetation areas". Any significant removal of native vegetation within the existing habitat corridor in the Camden Head Lookout Reserve will negatively impact biodiversity values of Kattang Nature Reserve. PMHC Endorsed Draft Camden Head Master Plan NPWS support the proposed PMHC Draft Camden Head Masterplan, which is currently on exhibition. This plan addresses concerns raised by NPWS in September 2023 regarding the loss of habitat connectivity to Kattang Nature Reserve. It provides additional recreational amenity whilst retaining littoral rainforest and habitat connectivity to Kattang Nature Reserve. The plan appears to be consistent with recommendations from the Pilot Station Vegetation Management Plan (2000) and the Camden Head Biodiversity Assessment Report (2010). Additionally, it aligns with strategies identified in the Kattang Nature Reserve Plan of Management (2005). Individual stakeholder plan NPWS firmly opposes the individual stakeholder plan currently on exhibition alongside the endorsed PMHC plan. This alternative plan seeks to remove regenerating littoral rainforest, koala habitat and vegetation connectivity to Kattang Nature Reserve. It is not consistent with recommendations in the Pilot Station Vegetation Management Plan (2000), Camden Head Biodiversity Assessment Report (2010) or the Kattang Nature Reserve Plan of Management. This alternative plan seeks to create a supposed 'endangered grassland'. NPWS does not believe this area was ever naturally occurring grassland of any type. The site aspect, topography and adjacent vegetation suggest it was more likely Coastal Littoral Rainforest Endangered Ecological Community. The Camden Head Biodiversity Assessment Report (2010) confirms this: "The area is in the preliminary (ie scattered young rainforest pioneers such as Tuckeroo in the shrub layer and understorey competing with recruits of the woodland), middle (pioneer rainforest species common 111 in the understorey, secondary species becoming established eg vines, and no or limited recruitment of woodland species) and advanced (Banksias emerging out of understorey of rainforest species and vine thickets with no recruitment of Banksias, and Leptospermums succumbed or succumbing to natural attrition without recruitment) stages of succession to Littoral Rainforest EEC". (Camden Head Biodiversity Assessment Report, 2010, pg 110-111). This report strongly recommends ongoing support and encouragement of littoral rainforest succession at this site. NPWS has reason to believe there is an ulterior motive to this individual stakeholder's plan, with the proponent representing a group of residents who seek improved coastal views from their properties through implementation of this plan. Given ongoing illegal vandalism of vegetation in this area, NPWS

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	<p>supports additional surveillance and compliance action to protect this crucial habitat linkage to Kattang Nature Reserve. Furthermore, NPWS notes this alternative stakeholder plan includes an action to remove vegetation on NPWS estate to increase car parking in the area. NPWS do not support this proposal and any removal of this vegetation would constitute an offence under the National Parks and Wildlife Act 1974. Friends of Camden Head NPWS work closely with three volunteer groups that are very active in bush regeneration and weed control on Camden Head, including in the Pilot Station area. NPWS is aware that this additional proposed group is creating significant division in the community. As per our previous submission on this issue, NPWS believes PMHC would benefit from supporting existing Hastings Landcare affiliated volunteer groups to assist the manage the area.</p>
6/20/2024 08:52 AM	<p><b>Feedback:</b> Thank you for the opportunity to comment on this draft Master Plan. I am strongly opposed to any substantial clearing of the area of the "Lookout". While I consider the Council's proposal to be a compromise, I think there should be even less clearing around the existing picnic facilities. Council's proposed clearing will not provide any improved views towards Pilot Beach, and such views will only be provided if the alternative proposal put forward in the individual stakeholder plan is adopted. And that proposal will see the unacceptable clearing of a substantially large area of bushland which includes many littoral rainforest trees, habitat for threatened species and an important wildlife corridor linking Kattang Nature Reserve to bushland to the west of the site. The current line of site towards the coastline and ocean could be kept by continuing the existing maintenance of the track down to Pilot and Washhouse Beaches. The individual stakeholder proposal is completely unacceptable for a number of other reasons. Firstly it is premised on the belief that the area was originally native grassland. There is absolutely no evidence for that contention as the State Government's Plant Community type mapping indicates that it was Banksia woodland with a shrubby understorey prior to European settlement. The endangered grassy headland plant community only occurs on true headlands with clayey soil, such as further towards Point Perpendicular, at Tacking Point and at Diamond Head. The substrate at the Pilot Station Lookout is sand! Certainly it was grassy 60 years ago following clearing, as shown by old photographs, but is likely to have been covered then in introduced pasture grasses. Since then it has regenerated to something like its pre-European state. Council should be cognisant that the whole area, except for a tiny patch around the existing picnic tables, is mapped as high biodiversity value by the State Government. This is a further strong reason to completely reject the individual stakeholder proposal. I believe Council could be subject to considerable financial penalty as it would need to find and protect suitable offset bushland if the larger area of clearing went ahead.</p>

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	<p>Council's own Plan of Management for Crown Lands under its management also shows most of the area as natural bushland to be managed for conservation irrespective of the zoning for recreation. Any further clearing of the site will be a slap in the face to the bushcarers of the area who have worked tirelessly to promote the regeneration of native bushland at the site over the past 25 years, knowing that such native vegetation is the natural cover for the area. Having walked through the site I can say that it has very few introduced plant species. While it could be argued that some headland lookouts require some clearing to maintain them as appealing lookouts, this site does not fit such a category because I do not believe it is a true headland. As such I believe Council should consider renaming the area as the Pilot Station picnic area and not promote it as a lookout. Finally, Council maintains magnificent and extensive parking, picnic, and playground facilities at Pilot Beach, and it would be a huge imposition on Council resources to maintain an additional visitor use area as proposed in the Individual Stakeholder's Plan. A Friends of Camden Head group would still require considerable Council staff time and resources to maintain such a site. I urge Council to reject the individual stakeholder plan, to remove just enough Leptospermum trees to install another picnic table on the site and to continue to maintain the existing track down to the beaches. No new tracks should be established in the area.</p>
6/20/2024 12:12 PM	<p><b>Feedback:</b> I support the council's plan. I do not support the alternate local stakeholders proposal</p>
6/22/2024 02:24 PM	<p><b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayor's motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generation. Please Use the Individual stakeholder plan to move forward to community involvement fine planning.</p>
6/23/2024 02:33 PM	<p><b>Feedback:</b> With a bit more detail, I think the Endorsed Master Plan seems a reasonable compromise of improving recreational amenity and (hopefully) planting of suitable endemic native species to support and maintain environmental values of the area. It is suggested for management and maintenance, that PMHC works collaboratively with Dunbogan Landcare, NPWS and Crown Lands. It is advised that PMHC seeks advice from both Dunbogan Landcare and NPWS on suitable species to plant.</p>
6/28/2024 04:52 PM	<p><b>Feedback:</b> The Draft Endorsed Camden Head Master Plan is an excellent and well drafted plan that actively seeks to balance</p>



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	<p>competing requirements for this beautiful area. A small unknown group of people is seeking to overturn this plan presumably for their own personal reasons without in any way reaching out to the broader community especially those community groups that have been looking after the area for 25 years. Surely the expert indepth and collective knowledge is with those groups and their opinions based on scientific evidence should be actively considered. Friends of Kattang Nature Reserve, a local volunteer group, working under the auspices of NSW National Parks and Wildlife Service's state wide Volunteer Program, coordinate with NPWS to hold regular volunteer working bees to protect and enhance the reserve's biodiversity by treating weeds and rehabilitating degraded sites, and also responds to threats to the reserve's continuance as a thriving eco-system on the Camden Head peninsula. They take a wholistic view of the entire area - something sorely lacking from the individual stake holders proposal. Protection of habitat corridors to link with other native vegetation areas corridors particularly between Kattang Nature reserve and the adjacent Council managed Crown lands is a feature totally missing in the individual stake holders proposal as evidenced by their proposed clearing of native vegetation. Without this ,protection biodiversity and sustainability of native vegetation will perish. The Council draft master plan does not interfere with these corridors and must be commended for that. In conclusion I am basically happy with Council's draft plan and can find no positives whatsoever in the proposal by these individual stakeholders who are clearly acting as individuals with absolutely no consideration or knowledge of the incredible biodiversity their plan will destroy for ever. Please let our residents and visitors continue to enjoy the beauty and ecological significance of this wonderful place secure in the knowledge that committed volunteers are doing everything possible to preserve these unique features</p>
6/24/2024 04:21 PM	<p><b>Feedback:</b> I fully support this council endorsed draft master plan which strikes a good balance between catering to increasing visitation and maintaining native vegetation and wildlife corridors. It has clearly been carefully developed, considering multiple factors and following earlier community feedback. The Individual Stakeholder Proposal, however, completely ignores the decades of work that have gone into rehabilitating the area and its high value as a wildlife corridor. It prioritises clearing of vegetation and appears to be submitted by an interested landholder (if so, is this not a major conflict of interest???). Also curious as to the justification of allowing an individual stakeholder proposal to go on public exhibition against a council endorsed draft plan. Is this not unprecedented?</p>
6/25/2024 01:46 PM	<p><b>Feedback:</b> I feel the survey has been designed to provide a resource for whatever opinion is being favourably presented by asking for feedback on firstly (hopefully) the Councils Proposed Master Plan before asking responder to submit their response. We are not told if</p>

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	we will then be able to respond on the alternative proposed plan. It would have been fairer, more valid and a better designed survey if each question was asking the responder to compare both proposals in each question. I think this survey is designed to convey the answers the Council machine wants, quite frankly
6/25/2024 02:00 PM	<b>Feedback:</b> I have been holidaying in the Camden Haven area all my life and have seen this area become more and more run down and neglected over the years. The local community's plan has provided recommendations for the true beautification of the area for all to enjoy, most particularly the valued tourists to this special part of the world. A maintained spacious area for recreation at the edge of the nature reserve would be a value add to the Camden Haven.
6/25/2024 05:28 PM	<b>Feedback:</b> We want the individual stakeholder plan for our community
6/25/2024 05:33 PM	<b>Feedback:</b> I support the individual stakeholder plan for our community.
6/25/2024 05:45 PM	<b>Feedback:</b> We Headland residents all support the individual stakeholder plan.
6/25/2024 06:32 PM	<b>Feedback:</b> i would prefer the individual stake holder plan for the community.
6/25/2024 07:08 PM	<b>Feedback:</b> The amount of vegetation there is a massive fire risk.
6/25/2024 09:15 PM	<b>Feedback:</b> We want the individual stakeholder plan only
6/26/2024 09:43 AM	<b>Feedback:</b> I would like to congratulate PMHC on endorsing a master plan for the Pilot Station Lookout at Camden Head. I am writing to express my support for the PMHC Master Plan as I believe it takes into consideration the whole of the local community, their recreational needs plus the High Environmental Value of the area that so many people appreciate, locals and visitors alike. I Oppose the Individual Stakeholder Master Plan and I wonder why it was put on Public Exhibition when it is a plan proposed by one local resident from Camden Head. This individual stakeholder did not consult with any other groups who have been working tirelessly for many years eradicating lantana, bitou and many other environmental weeds from this area. I will not support a Friends of Camden Head group when there is already two other groups namely Dunbogan Landcare and Friends of the Pilot Station maintaining the area encouraging native flora and fauna. My reasons for supporting the PMHC Masterplan are: • Political sensitivity to align with all community stakeholders • Provides for public recreational purposes that is inclusive and encourages activities in a variety of settings. • Protects a vital habitat corridor linking endangered Littoral Rainforest and Wetlands around Googley's



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Lagoon through to the NPWS managed Kattang Nature Reserve. • The above mentioned corridor supports threatened species such as Koala, Square Tailed Kite, Glossy Black Cockatoo, Squirrel Gliders, Spotted Tail Quoll, Regent Bowerbird and Powerful Owl. To name a few other important species that use this corridor include Lace Monitors, Echidnas, Land Mullets, Tortoises and numerous frog species as well as many bird species and some snakes. • Economically sound plan that is manageable and not a drain on council and community funds. My reasons for opposing the Individual Stakeholders Masterplan are: • I question the Individual Stakeholders credentials when they want to clear and thin a vital habitat corridor which is classified as High Environmental Value and turn the lookout reserve into a 'Mrs York Style Garden'. • Clearing and thinning the canopy will open the area up to the sun and wind which will encourage weed growth and wind erosion. This may have serious long term impacts on the area and will undo years of environmental work by Landcare and other groups. • The Individual Stakeholders concept design and proposal lacks detail and clarity. What percentage of the canopy vegetation does the stakeholder propose to thin? Will a proposed meandering pathway be used by locals and visitors wanting a direct route to and from Washhouse Beach? Will the endangered Themeda Grasslands actually survive around high traffic areas such as picnic tables and pathways. • Again I question the Individuals Stakeholders knowledge of the environment, flora and fauna. I therefore question their ability to care and maintain this very important corridor which links endangered ecological communities without a vegetation, bird and animal survey. • The Individual Stakeholders Masterplan will be more expensive to initiate and maintain. • The proposed Friends of Camden Head group does not guarantee a work force to care and maintain the area they propose to clear and thin. As mentioned above, once the area is cleared and the canopy thinned more weeds will invade and if the work force doesn't continue follow up work the council will be left with a huge mess to maintain as PMHC are ultimately the managers of the Crown Land. • The demographic of Camden Head is mainly older retired people, people with holiday homes and a handful of young families with time constraints. Ultimately, it is most likely the people of Camden Head who will join a 'Friends of Camden Head' group and they will come from this demographic. Doomed to fail !!!! • Another concern I have is clearing and extending the grassed area which will encourage more vandalism by people on motor bikes tearing up the 'Endangered Grasslands'. Using the hill as a race track, up and down and around the Pilot Station historic buildings. This already occurs in the reserve behind Pilot Beach. I impel our PMHC Mayor and Councillors to adopt and continue with the development of the PMHC Endorsed Draft Master Plan prepared by council staff. Council staff have the resources and knowledge required to prepare this Master Plan which is not the case with an individual stakeholder who has their

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	<p>own agenda. I have spoken to a lot of people about this issue and the majority of people just want some clearing done to get a view of the river mouth and North Haven Beach. Otherwise, most people love the fact that we have, in our midst, a very unique environment which is virtually weed free with an abundance and variety of wildlife. What a great tourist attraction this is in our current world. Thank you and kind regards,</p>
6/26/2024 09:48 AM	<p><b>Feedback:</b> To the Mayor and Councillors I have lived in the Camden Haven for 25 years and appreciate the area as unique for its natural beauty with the beaches, water ways, parks, National Parks and the variety of birds and wildlife. Last year I completed a survey, 'Have Your Say'. The responses indicate appreciation and maintenance of the picnic area to provide a better view whilst maintaining natural habitat for a range of native birds and animals. The Draft Master Plan drawn up by Council staff addresses the opinions expressed in 'Have Your Say' by clearing enough vegetation to enhance the view, whilst maintaining essential habitat for a number of endangered flora and fauna species. The alternative Individual Stakeholder Plan of Management does not consider the range of opinions expressed in 'Have Your Say'. It appears to be focused on the extended views of nearby residents and does not consider the expert management of the vegetation by Landcare and other local groups. We should be protecting this unique area and respecting the natural environment. I urge Council to adopt the Draft Management Masterplan for the Pilot Station Reserve as designed by expert Council staff as the best compromise to solve the conflict over ongoing management and reinstatement of the view from the lookout. I strongly urge Council to reject any of the proposals in the last minute, ill-informed Individual Stakeholder Plan.</p>
6/26/2024 09:52 AM	<p><b>Feedback:</b> Dear Mayor and Councillors, I have lived in Dunbogan for nearly 40 years and have been an interested observer and previous participant in the survey and ongoing debate relating to the picnic area and lookout above the Pilot Station at Camden Head. I have studied the responses to the 2023 'Have Your Say' survey that are documented on the PMHC website. These responses have generally fallen into two broad categories: 1) The view from the lookout site has been impeded by dead and dying vegetation due to lack of ongoing maintenance (which I believe is the responsibility of PMHC on behalf of Crown Lands). 2) The larger area adjacent to the lookout/picnic site has significant environmental value due to the endemic vegetation that provides habitat for a range of native birds and animals, some of which are classified as vulnerable or even endangered. Of note also, was the identified history of vandalism in and around the lookout site. Council is aware of these incidents and has previously reacted with signage and advertising. However, these efforts have proven ineffective in preventing further illegal removal of native vegetation. It is evident</p>

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	<p>that the only beneficiaries of this vandalism were nearby residents wanting to 'improve' their views. Given the breadth and complexity of these issues, the Draft Master Plan drawn up by council staff in response to the survey seems a very sound compromise. It is staged in a logical, responsible manner that appeases most of the concerns expressed by survey participants who wanted to improve the impressive views from the lookout site as well as those wanting to avoid unnecessary impacts on surrounding native vegetation and habitat. I reject the last-minute exhibition of an alternative individual stakeholder plan of management. My objections are based on the following grounds:</p> <ul style="list-style-type: none"> <li>· The proposal lacks any of the rigorous community consultation and feedback demonstrated by the endorsed plan. It does not consider the entire range of opinions expressed in the 2023 Have Your Say Survey.</li> <li>· It includes unnecessary increased clearing of surrounding vegetation through unspecified 'thinning of the canopy' as well as selective removal of native bushland adjacent to the actual lookout site.</li> <li>· It seems to relate more to the extended views of nearby residents in Camden Head Road rather than those relating to the lookout/picnic site.</li> <li>· The stakeholder plan does not consider the long and impressive history of work done by Landcare and various other groups in the area adjacent to the lookout. Instead, it seems to be a 'one size fits all' solution that fails to account for the varying environmental imperatives.</li> <li>· While claiming to want to improve the amenity of the 'Camden Head Lookout' the alternative plan includes several strategies that are in fact related to the broader area of Crown land above the Pilot Station and unrelated to the picnic area/lookout site that requires urgent attention. This raises a much wider set of implications for the ongoing management of the area and deserves far greater scrutiny as such.</li> <li>· The 'Friends of' group that is claiming an interest in taking over management of the site has no identified personnel that I am aware of, and I have been unable to obtain information on either the environmental skills or qualifications of potential members. For the reasons outlined above I believe Council's Endorsed Draft Master Plan should be accepted in full so that work can be undertaken immediately to remediate the lookout area and restore its full amenity as an attractive picnic area in keeping with its recreational zoning. In addition, I believe the alternative stakeholder plan should be ignored as an ill-considered and inappropriate response to the situation.</li> </ul>
6/26/2024 09:55 AM	<p><b>Feedback:</b> Thank you for providing an opportunity for the Biodiversity, Conservation and Science Group (BCS) of the NSW Department of Climate Change, Energy, the Environment and Water to provide a submission on the public exhibition of the proposed draft Camden Head Masterplan. I appreciate the opportunity to provide input. We understand the Port Macquarie Hastings Council is publicly exhibiting a draft Camden Head Masterplan which guides the management, maintenance and development of the Camden Head lookout reserve.</p>

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The proposed draft masterplan includes a staged design for the management of the reserve and the exhibition information includes a Council-endorsed draft Camden Head Masterplan and an individual stakeholder's proposed masterplan for the management of the reserve, and Council is seeking feedback on the proposals. BCS has reviewed both the Council-endorsed draft Camden Head masterplan and the individual stakeholder masterplan proposal. In addition, we have reviewed available biodiversity information relating to the masterplan area and carried out a site inspection of the proposed masterplan site on 11 June 2024. We provide the following comments based on our reviews and inspection.

**Councils Endorsed Draft Camden Head Masterplan**

The proposed Council-endorsed draft Camden Head masterplan aims to further enhance the biodiversity values and habitat connectivity within the subject site by incorporating infill plantings within the reserve. The land associated with the draft masterplan has been mapped on the NSW Biodiversity Values Map (BV Map) and is also mapped on the NSW Important Habitat map for the critically endangered Swift Parrot (*Lathamus discolor*). Furthermore, results from our site inspection indicate areas of the site contain the assemblage of flora species and landscape attributes and positioning which align with the Endangered Ecological Community (EEC) Littoral Rainforest in the NSW North Coast, Sydney Basin and South East Corner bioregions. The actions proposed with the Council-endorsed draft Camden Head masterplan seek to enhance the above mentioned existing biodiversity values present at the site, hence we support this proposed version of the masterplan.

**Individual Stakeholder Proposed Masterplan**

The individual stakeholder-proposed masterplan details a range of actions that include clearing of native vegetation and thinning of the canopy across the site to encourage the establishment of endangered native grasslands. We raise the following issues in relation to actions proposed with the proposed individual stakeholder masterplan.

- As previously noted, the land associated with the masterplan is mapped on the NSW BVmap, included on the Important Habitat map for the critically endangered Swift Parrot (*Lathamus discolor*) and contains identified areas of the EEC Littoral Rainforest in the NSW North Coast, Sydney Basin and South East Corner bioregions, hence we strongly oppose Council endorsing the clearing of native vegetation within the subject site, associated with the individual stakeholder masterplan.
- There is no evidence present on-site to suggest that the EEC Themeda grassland on sea cliffs and coastal headlands in the NSW North Coast, Sydney Basin and South East Corner bioregions was, or is, naturally occurring on the subject site. The high condition littoral rainforest plant community adjoining the subject site and remnant and regenerating areas of this community on the subject site suggest that littoral rainforest was the likely dominant plant community pre European disturbance. This assessment of remnant plant communities present is supported in section 7.1.3 of the

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	<p>Camden Head Biodiversity Assessment Report (CHBAR), prepared by Darkheart Eco-consultancy (2010). Furthermore, the recommendations in the CHBAR include actions to encourage the recovery and expansion of the Littoral Rainforest EEC on the subject site. Section 6.3.2 of the CHBAR assesses the habitat linkages and local corridors of the Camden Head area and Figure 18 of the report identified the subject site as an important habitat link from the river flat area to the Washhouse Beach and Kattang Nature Reserve area. Any clearing of native vegetation or thinning of canopy within the subject land would reduce these habitat link values and subsequently result in indirect impacts to the biodiversity values of the Kattang Nature Reserve. Our understanding from review of available information is the subject site and surrounding area has been subject to bush regeneration and restoration activities for over 25 years by council and various volunteer bushland restoration organisations (e.g. Landcare). If Council is considering adopting the individual stakeholder masterplan proposal, then it must be satisfied the masterplan actions are congruent with the objectives of any projects that received grant funding from the NSW Government for activities to improve the biodiversity values on the subject site. In summary BCS supports the proposed Council-endorsed draft Camden Head masterplan as the actions will further enhance the existing biodiversity values and habitat connectivity within the subject site. However, we do not support council endorsing the individual stakeholder-proposed masterplan as the actions will result in impacts to land mapped on the NSW BV map, land mapped on the NSW Important Habitat map for the critically endangered Swift Parrot, impacts to verified littoral rainforest EEC present on the site, and a reduction in the values of the identified habitat linkages from the river flat area to the Washhouse Beach and Kattang Nature Reserve area.</p>
6/26/2024 09:58 AM	<p><b>Feedback:</b> I am writing regarding the two proposed plan alternatives currently available for review on Council's website for both myself and my family members, all of whom are invested in the decision to be made. While I am not a resident of Camden Head, I have been an extremely regular visitor to the area since 1975, when my parents built a house still lived in by family. My husband since 1982, and my children since the early 1990's. The hillside down to the beach is now unrecognisable to anyone who has been part of the community for that long. In Council's introduction to the enclosed drafts, I was astounded to read under the heading LAND ZONING, explicitly stated, by Council, that 1. this is Crown Land managed by Council? (My punctuation point) 2. It is land zoned RE1 - Public Recreation? (Again my punctuation point) 3. To add insult to injury, the objectives of an RE1 designation are laid out in full This area cannot, in any way be said to have been managed since Council has taken over control after the area. Mismanaged, ignored, forgotten are all much better descriptives to be considered by Council members voting on this issue. Both proposed plans provide some improvement to remediate the situation</p>

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	<p>that exists presently, but it would be hard for local community members to believe, with Council's management history, that unless they were prepared to commit to stages 1-3, that it would not contribute to an even greater problem than what exists already. To that end, I write to support the Friends of Camden Haven Proposed Plan, where community members will work with Council, to remediate the site at the end of Bergalia Crescent and the walkways through to both beaches. It works on more levels as stated in their proposal. Residents will be motivated to help because the vegetative clearing recommended in their proposal, while slightly more, provides an improved vista to that offered in Council's proposal as well as more of a fire break at a vulnerable point (the picnic area), relative to the Nature Reserve. It would also be easier to maintain by a community group being not so steep. The Friends of Camden Haven's plan is cognisant of the erosion issues affecting the hillside now. The overgrowth of scrubby natives that drop so much needle litter, smothering the grass, has allowed pedestrian traffic to degrade the hillside. Their plan is trying to remedy that. The gradient of Council's plan, with the straight run down the fence line for the path, followed by the advocacy of even more plantings in vulnerable areas, does not address these erosion issues at all. My family and I support the Friends' proposed plan and encourage individual council members to visit this site and review accompanying historical photos provided by the Friends group before voting on which proposal to adopt.</p>
6/26/2024 10:03 AM	<p><b>Feedback:</b> To the CEO of PMHC I fully support the Endorsed Camden Head Master plan as designed by expert council staff. It ticks all boxes - it protects biodiversity in an endangered ecological community, it improves recreational facilities, and it respects the many volunteers who have worked for thousands of hours over 25 years to keep this littoral patch weed-free. I have been one of those volunteers. On the other hand, the 'Individual Stakeholder Proposal' reflects the self-centred desires of a handful of residents. It is ecologically unsound, as grasslands and dry sclerophyll forest is not endemic to this site. The works proposed aren't even permitted in PMHC's plan of management. The site is steep and sandy, and would erode if exposed. This endangered littoral rainforest patch acts as a wildlife corridor between Kattang Nature Reserve and the surrounding bushland. It is adjacent to the ecologically diverse Washhouse Beach rock platform. This area is a small gem of the local natural environment that attracts visitors because of its well maintained condition - a contrast to much of the rest of the Mid Nth Coast. It is unprecedented (and a waste of everybody's time) that the Individual Stakeholder Proposal goes to public exhibition when there is an acceptable plan drawn up by council staff for the benefit of the whole of the community, not just a vocal few.</p>



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6/26/2024 11:06 AM	<p><b>Feedback:</b></p> <p>I strongly oppose the Individual stakeholder proposal as it is environmentally detrimental to the site which is an important native vegetation corridor for the headland, in which existing bushcare volunteers have been tirelessly working on for over 25 years. This individuals proposal has no scientific backing in regards to improving themeda grasslands, and reeks of an ulterior motive to improve their views. This plan is devisive and has had no consultation with other bushcare groups and stakeholders. I'm aghast at how an individuals plan has made it to the public exhibition phase. This individuals plan is confusing to the public, misleading and has unfounded ecological substance. Council should remove this plan from the public exhibition. This plan has the potential to set a precedence for others to follow suite Also I disagree with the naming of this proposed Friends of Camden Head, it should be the Pilot Station as this is their proposed work site not Camden Head.</p>
6/26/2024 10:30 AM	<p><b>Feedback:</b> The Camden Haven CCAT makes the following submission following our meeting 13th June @ LUSC in relation to the Camden Head Pilot Station Lookout which forms part of the Council's exhibited Endorsed Camden Head Draft Master Plan and Individual Stakeholder Proposal. CH CCAT considers the Camden Head Pilot Station Lookout proposal as a 1st stage to an entire managed area plan for the RE1 Land designated in the 2011 LEP within Crown reserve R78791 - see maps below CH CCAT supports the plan section to re-establish the lookout view from Bergalia Crescent / Camden Head Road recreational area to the river, river-mouth and bar. This will implement a broader community user space as a starting point. The Camden Haven CCAT supports the individual stakeholder plan, with a first priority for re-establishing this view from the lookout as enjoyed prior to 2005. This should also include a focus on endangered endemic native grasses and low-growing shrubbery. As a community representative local stakeholder, CH CCAT welcomes the chance to add input to a broad detailed plan of infrastructure, public access and recreation, as well as, environmental and heritage values, associated with the entire PMHC managed reserve area - R78791. Yours in good faith, Camden Haven Community-Council Action Team CH CCAT</p>
6/26/2024 01:11 PM	<p><b>Feedback:</b> I totally disapprove of the proposed Friends of Camden Head having any involvement on the reserve except for Stage 1</p>
6/26/2024 07:16 PM	<p><b>Feedback:</b> I will be supporting the Individual Stakeholder Plan</p>
6/27/2024 08:43 AM	<p><b>Feedback:</b> To the Mayor and councillors Congratulations go to PMHC for their master plan that considers all information and is a balance between the almost clear fell plan of the individual stakeholders and the of doing nothing. This will hopefully put a stop to the vandalism</p>

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	<p>that is occurring at present. I have been a property owner at Camden Head with my wife for 26 years and a resident for 7 years. I was a native tree seed and grass seed collector for Greening Australia for 20 years. I oppose the Individual stakeholders plan as Themeda is incredibly hard to establish and even harder to manage. Management would have to include mowing , a great expense, to reduce fire threat which in turn will stop the persistence of any remnant plants that may exist and thus will be taken over by weeds. The mature trees we have there are a great asset and take years to replace even if there was an offset in place. I collected tons of Themeda seed to established it along the highway between Albury and Gundagai and to this day hardly a plant remains. The Individual stakeholders plan to establish a Themeda grassland is floored beyond belief. I very much doubt that any research has been done on their part. I belong to the local landcare group as well as the friends of KATTANG. These two existing organisations really struggle to get enough support so I very much doubt any volunteer work will accompany the new project. There is way more to this project than a view of the ocean for a few people ,so retaining as much of the existing vegetation as possible is paramount. I urge the council to reject the ill advised plan of the Individual stakeholders and run with the Draft Management Master plan for the Pilot Station reserve.</p>
6/27/2024 09:58 AM	<p><b>Feedback:</b></p> <p>I support the Endorsed Camden Head Master Plan designed by expert council staff to benefit the whole community. It will improve recreational facilities whilst protecting the important biodiversity of this area. Most importantly it will protect the regenerating littoral rainforest which is an endangered ecological community in NSW. The littoral rainforest and the other vegetation on site has been successfully managed by teams of volunteers of Dunbogan/Camden Head Bushcare for 25 years. They will continue to do so under the MOU signed with PMHC. The area is thriving and weed free. At various times I have been one of these volunteers. The Individual Stakeholder Master Plan includes significant clearing of vegetation in line with the individual's desire for improved views. The plan also involves revegetation of cleared areas with Themeda grassland and dry sclerophyll forest. There is no evidence that these plant communities have ever existed on this site. This plan will negatively impact on the biodiversity values of this site including its connectivity with Kattang and adjacent bushland. I oppose this individual plan.</p>
6/27/2024 12:20 PM	<p><b>Feedback:</b> As the second generation of my family to live here, I feel sad that the third and fourth generations who love to holiday here regularly, do not have the opportunity to enjoy the view that we once had from the lookout. It captured the natural beauty of the river mouth, the history of the Pilot Station, as well as the great progress that has been achieved on the break walls.</p>



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6/27/2024 02:44 PM	<b>Feedback:</b> I am planning on making a formal submission by the due date, outlining and substantiating my support for the Council endorsed master plan for Camden Head lookout, while opposing the Local Stakeholders proposal based on three main criteria: Cost to the natural environment, cost to the local amenity, and financial cost to Council and ratepayers.
6/27/2024 03:10 PM	<b>Feedback:</b> I fully support the PMHC masterplan and I believe the local Dunbogan Landcare and Friends of the Pilot Station have been doing an excellent job eradicating bush land weeds and protecting native flora and fauna. I think there should be a fire break behind the historic Pilot Station buildings. I support the opinions and work of the local landcare group's and I not interested in joining Friends of Camden Head group
6/27/2024 05:20 PM	<b>Feedback:</b> I support the 'Individual Stakeholder Plan' only
6/27/2024 07:16 PM	<b>Feedback:</b> We are really looking forward to this space being more useable. I remember when there were cows in the paddock where the reserve is now and we could enjoy the view. The picnic tables were a great addition all those years ago but no one uses them because there's so little to look out at. The revamped hillside will be fantastic and we will definitely use it! Thank you
6/28/2024 12:48 PM	<b>Feedback:</b> Please listen to your ratepayers and visitors.
6/28/2024 01:12 PM	<b>Feedback:</b> I attempted to participate in the survey to support the Individual stakeholder Plan but was thwarted by the complexity. It is undemocratic to claim community involvement yet making access difficult and confusing. While completing the survey it was indicated as 50% completed but then finalised on the next keystroke with no backtracking option. I did not have the opportunity to register preference for my preferred plan. I believe the survey results are completely flawed.
6/28/2024 01:36 PM	<b>Feedback:</b> The Individual Stakeholder Proposal is a much better option.
6/28/2024 03:19 PM	<b>Feedback:</b> Our local newspaper today referred to "multi million dollar views " from the Pilot Station Lookout from a properly developed parkland area. These views should be available to all local residents and visitors alike to make the Pilot Station park the major tourist attraction that it should already be, while also an area to be enjoyed by all Camden Haven residents. The Individual Stakeholder Plan is an important step in developing this area into the community benefit it should be.

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6/28/2024 03:55 PM	<b>Feedback:</b> CLEAR THE VIEW. THIS HISTORICALLY IS MEANT TO BE A LOOK OUT POINT. TURN IS BACK INTO ONE FOR THE PLEASURE OF LOCALS WHO WANT TO HAVE A LOOK OUT AND FOR TOURISTS. THIS IS MEANT TO BE A TOURIST DESTINATION. IT IS ADVERTISED AS ONE AND ENDORSES BY THE COUNCIL AS ONE. SO MAKE IT ONE.
6/29/2024 07:39 AM	<b>Feedback:</b> I feel the individual stakeholder plan achieves the outcomes desired by the majority of the local community. I would therefore prefer the individual stakeholder plan be endorsed & implemented instead of the councils endorsed plan.
6/29/2024 07:59 AM	<b>Feedback:</b> I encourage Council to follow the recommendations of the Dunbogan Landcare group and limit the clearing of vegetation in this beautiful location. The environmental value of Camden Head is too significant. The wildlife and vegetation, including spectacular wildflowers in spring is spectacular.
6/29/2024 11:08 AM	<b>Feedback:</b> the vegetation needs to be removed and maintained to allow a scenic view of this beautiful area. This area should be an asset to both residents and tourists to come and enjoy the spectacular scenery. presently it is an ugly overgrown eyesore.
6/29/2024 11:17 AM	<b>Feedback:</b> The Camden Head Endorsed draft is a well thought out master plan that caters for the community, wildlife and native vegetation. It is the perfect balance. Well done.
6/29/2024 11:56 AM	<b>Feedback:</b> Be brave, look at other north facing headlands managed by other groups and draw from their success and not some piece meal embarrassment .
6/29/2024 12:01 PM	<b>Feedback:</b> I prefer the proposal put forward by local stakeholder with much more clearing to be done.
6/29/2024 01:37 PM	<b>Feedback:</b> Individual stakeholder plan please
6/29/2024 02:03 PM	<b>Feedback:</b> We want the individual stake holder plan for our community
6/29/2024 02:20 PM	<b>Feedback:</b> This area is currently a potential death-trap by fire. The Camden Haven has HUGE AREAS of VIRGIN BUSHLAND with dense vegetation. Areas where tourists, and locals, are clearly invited should be exempt from the over-reach of those who would prefer to put humans at risk for their own feel-good agenda.
6/29/2024 02:56 PM	<b>Feedback:</b> The construction of a boardwalk down to navigate down the hill is a good idea since corrosion got a lot worse since the trees there were vandalised, but that really all that is needed. I don't understand why my rate money is wasted on destroying nature just

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	because a couple of dudes refuse not use the surf cam to check out the surf or are too lazy to walk along the beautifully maintained paths to one of the many lookout points from the headland
6/29/2024 03:19 PM	<b>Feedback:</b> I agree with the Mater Plan but would not like to see anymore bush clearance other than that needed (500M2) to complete the Masterplan. The clearance suggested by the Stakeholder Proposal is unacceptable, there has already been too much bush clearance in the local area.
6/29/2024 09:59 PM	<b>Feedback:</b> As a Wildlife Photographer who visits the area daily I am concerned about the shrubs that house Superb Fairy Wrens/Emu Wrens along with larger trees that house Tawny Frogmouths, Black Cockatoo's and the low growth shrubs that protect the various snakes/reptiles of the area. This vegetation should not be seen as 'spoiling the view' instead should be seen as part of the view. This Council has been shameful in allowing the destruction of habitats along this corridor of the North Coast of Australia & future generations will likely look upon them with disbelief.
6/29/2024 06:20 PM	<b>Feedback:</b> I am against overdeveloping the area. I go there every day to enjoy nature and tranquility. Upgrading the parking would be great, but nothing more is needed. Pls don't clear the area. It hurt my heart to see the trees vandalized. If the area must be developed, then I support the endorsed plan.
6/29/2024 08:02 PM	<b>Feedback:</b> I support the Individual Stakeholder Plan NOT the council plan
6/29/2024 09:43 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayors motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the RE1 Land and down the hill to ensure the maritime view is preserved for future generation. Please Use the Individual stakeholder plan to move forward to community involvement fine planning.
6/30/2024 08:23 AM	<b>Feedback:</b> I would like to see as much vegetation as possible remain for our wildlife and to help prevent soil erosion. I live very close to the picnic area at Bergalia Rd and honestly the area is barely used. I don't feel clearing 3000m2 is necessarily going to attract a lot more people.
6/30/2024 09:59 AM	<b>Feedback:</b> I support the plan
6/30/2024 10:35 AM	<b>Feedback:</b> At this stage for native fauna the less intrusion the better. In future years once new plants are established a review can be

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	conducted for any future improvements recommended by Group that will be looking after the area.
6/30/2024 11:46 AM	<b>Feedback:</b> Yes- please enable a lookout to be what the name says - an ability to "look" "out"- otherwise all we will be doing in the future is looking at trees and vegetation(this is then simply a park which could be anywhere)- tourism will be affected by not maintaining the attractions in our area. Please consider landowners and their views in council assessments- it is my opinion councils seem to be "jealous" of anyone who can afford an ocean or lake view - and they will not consider the view as part of the reason the landowner buys the property, Instead any vegetation affecting the view will be allowed to grow up and ruin the landowner's values- never is there any consultation between landowners and councils about this and if there is , the balance is always in favour of the vegetation- it is time the correct balance was restored; every landowner is over it and that is why you have had people damaging vegetation- lack of consultation and communication and mediation. This will continue until councils listen to the local community.
6/30/2024 01:49 PM	<b>Feedback:</b> Have an "adopt an area" by locals as Council will need to have community input with a zero increase in rates to maintain the areas other than a twice yearly council attendance on site for maintenance and repair
6/30/2024 03:11 PM	<b>Feedback:</b> Love the area, I saw a large echidna there recently and was delighted the area is lush / lots of trees / and wildlife . Peaceful. Let's maintain that beauty- not cut down the trees .
6/30/2024 03:14 PM	<b>Feedback:</b> To see this area cleaned up and replanted with new native vegetation with be fabulous. Agree with all the recommendations and look forward to being able to use the new areas.
6/30/2024 03:33 PM	<b>Feedback:</b> I strongly agree with the "Individual Stakeholder proposal" plan. This plan is keeping with the objectives of the current Zoning. I also feel that this area is currently under utilized as a result of the overgrown bushland/weed there is at present. This proposal also creates a valuable area to be enjoyed by all residents and tourist alike.
6/30/2024 03:24 PM	<b>Feedback:</b> Road down the hill to the car park needs to be managed, additional parking provided. Over the Christmas break I took my grandchildren down there and the car parking was out of control with cars parked on both sides of the hill so only a one way track to get in or out of pilot beach. The vegetation encroaches on the road making it dangerous when passing cars going in the other direction. Needs to be tidied up and more deadly snakes are moving down to the beach area.

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6/30/2024 04:37 PM	<p><b>Feedback:</b> The Draft Endorsed Camden Head Master Plan is an excellent and well drafted plan that actively seeks to balance competing requirements for this beautiful area. A small unknown group of people is seeking to overturn this plan presumably for their own personal reasons without in any way reaching out to the broader community especially those community groups that have been looking after the area for 25 years. Surely the expert indepth and collective knowledge is with those groups and their opinions based on scientific evidence should be actively considered. Friends of Kattang Nature Reserve, a local volunteer group, working under the auspices of NSW National Parks and Wildlife Service's state wide Volunteer Program, coordinate with NPWS to hold regular volunteer working bees to protect and enhance the reserve's biodiversity by treating weeds and rehabilitating degraded sites, and also responds to threats to the reserve's continuance as a thriving eco-system on the Camden Head peninsula. They take a wholistic view of the entire area - something sorely lacking from the individual stake holders proposal. Protection of habitat corridors to link with other native vegetation areas corridors particularly between Kattang Nature reserve and the adjacent Council managed Crown lands is a feature totally missing in the individual stake holders proposal as evidenced by their proposed clearing of native vegetation. Without this ,protection biodiversity and sustainability of native vegetation will perish. The Council draft master plan does not interfere with these corridors and must be commended for that. In conclusion I am basically happy with Council's draft plan and can find no positives whatsoever in the proposal by these individual stakeholders who are clearly acting as individuals with absolutely no consideration or knowledge of the incredible biodiversity their plan will destroy for ever. Please let our residents and visitors continue to enjoy the beauty and ecological significance of this wonderful place secure in the knowledge that committed volunteers are doing everything possible to preserve these unique features</p>
6/30/2024 04:44 PM	<p><b>Feedback:</b> We do not want to see the Individual Stakeholders Plan be accepted and want vegetation vital to the birds &amp; wildlife to be left undisturbed which also brought us &amp; brings visitors to the area.</p>
6/30/2024 04:44 PM	<p><b>Feedback:</b> We want the Individual Stakeholder Plan endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayor's motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the REI land and down the hill to ensure the maritime view is preserved for future generations.</p>

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6/30/2024 04:56 PM	<b>Feedback:</b> I feel in this instance, the preservation and increased plantings is the best way to go on a sensitive coastal Headland.
6/30/2024 04:46 PM	<b>Feedback:</b> We want the Individual Stakeholder Plan endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs Yorks Garden in Port Macquarie as the mayor's motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the REI land and down the hill to ensure the maritime view is preserved for future generations.
6/30/2024 06:38 PM	<b>Feedback:</b> I want the Individual Stakeholder Plan endorsed and implemented. The Council staff plan achieves nothing and continues the destruction of an important area of the Camden Haven Region. It ignores considerable constructive input from the local community and continues to increase bushfire risk and destroy any ability for recreation in an area that is zoned for recreation. Please use the Individual Stakeholder Plan as the basis for the next stage of community involvement and planning.
6/30/2024 07:18 PM	<b>Feedback:</b> The individual stakeholders plan benefits a far greater proportion of our community. It allows more people to acknowledge and appreciate our beautiful area without compromising the natural environment both flora and fauna.
6/30/2024 09:19 PM	<b>Feedback:</b> The plan is a great compromise for the whole community, improves safety and access and conserves important wildlife corridor.
7/01/2024 11:09 AM	<b>Feedback:</b> 1. PLEASE - use the correct name for the site on all maps and plans- it is Pilot Station Lookout and Pilot Station Reserve, not Camden Head LO. It is street-signed PS Lookout and these and other names are officially assigned - Geo Names Board website confirmed and via phone. 2. The proponents of the individual stakeholder's plan attempt to use environmental and fire risk justifications to mask an agenda of clearing for expansive views. Bushfire risk assessment is needed and is in-train via Council? Littoral rainforest produces a lower fire risk than the proposed (individual stakeholder's) restoration of Themeda grasslands. Themeda on this site struggles to persist due to low nutrient sands and mowing regimes. Council ceased mowing when its 'Mow-back Policy' was implemented by Council's former ecologist. The headland community needs factual information not the mainly unfounded stories doing the rounds at the moment. 3. I do not support the individual stakeholder's plan which ignores local, state and federal regulatory constraints (e.g. Council's own Crown Land Management plans, Biodiversity plan etc.) does not consider the budgetary and environmental costs, and is informed by a deep desire



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to clear vegetation to restore "uninterrupted" historic views (Mr. G Osborne petition to Council). 4. I do not support the formation of the Friends of Camden Head, and if formed, caution is advised against using this name as it infers that the group's scope could include the whole of Camden Head not just RE1. If formed, a clear boundary for works should to be defined under agreement with PMHC and mapped to enable cooperation with other groups who already have an MOU to work in RE1 and C2 zones. If formed this group would be more useful looking after infrastructure, rubbish removal and helping with the mowing regime. Environmental works such as weeding and vegetation management should not be undertaken by this group. 5. I also advise Council that those residents who have volunteered for 25 years with Friends of Kattang NR and Dunbogan Bushcare have experienced harassment over this issue by neighbours 'unknown'. Individuals and groups have been directly and indirectly named and blamed on social media and public comments for deliberately removing the views and every outspoken pro-biodiversity and anti - excessive clearing resident on the headland (5 people) have been targeted by vexatious and ultimately unfounded complaints causing a visit by a Council Ranger, the most recent being on Sunday 19 May to 4 Idant Street after an online complaint was received on Friday 17th. This time and money wasting approach is also extremely personally distressing. One volunteer coordinator even received a complaint from Department of Lands concerning the planting of low growing native vegetation as part of an approved government grant in an area near Council's pump station, an area in which the group was licensed to work. These residents have worked with Council and various state and federal agencies for decades and have won awards and accolades for their work, yet it only takes a small group of residents to damage their track record and lower their morale. We need support for our work, not as is perceived by many, Council enabling of divisive proposals which undermine 25 years of environmental works. 6. The whole of RE1 needs a closer review and survey for its environmental, cultural, recreational and social values with particular attention to the integrity of ecological units. As far as the natural values are concerned the current boundary of RE1 on the western side has been drawn with no regard for the vegetation community...for example one side of boundary is littoral rainforest C2 and the other is the same forest type but zoned RE1, an area which will clearly never be suitable for recreation. Currently RE1 is a wedge-shaped portion of land drawn up for ease of planning, however RE1 is abutted on two sides by C2 classified zones fragmenting habitat continuity. A review could be undertaken which could incorporate existing littoral rainforest vegetation units into C2 on either side, re-defining RE1 to the picnicking and tracked areas. Could Council please advise when is it possible to review and possibly amend the LEP 2011?

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7/01/2024 09:26 AM	<b>Feedback:</b> Good for the existing vegetation to remain and the extra planting of natives.
7/01/2024 09:27 AM	<b>Feedback:</b> I wish to express my support for the Endorsed Draft Master Plan that is proposed for Camden Head . This plan is the most balanced approach for the area considering both environmental and community access and recreational needs. It is a beautiful area that has been subject to unlawful land clearing for the selfish few for view improving over recent years. Please do not adopt the alternative plan put forward that is predominantly based on the clearing and thinning of native vegetation . There is so much of that happening already in the Hastings it would be a travesty to endorse this alternative plan. The council have got the balance right so please adopt this Endorsed Master Plan as it is without other changes.
7/01/2024 01:17 PM	<b>Feedback:</b> This is not the Camden Head we grew up. The existing condition of the Headland is not how it was intended and was maintained as predominantly cleared for as long as I can remember, at least the 80's, but I am told much further back. The proposed plan does not appear to address the potential for the site, nor capitalise on the view itself. Maintaining vegetation and the view is possible and could create this location to be one of the most desirable positions in the whole of Camden Haven. There are many more people who will benefit from the alternative plan, other than just the handful of residents who's property's are located opposite this area. Fisherman, surfers, tourists, bushwalkers entering the Kattang Nature Reserve, directly adjacent, will all benefit from the alternative to this plan.
7/01/2024 02:05 PM	<b>Feedback:</b> I want the Individual Stakeholder Plan Endorsed and implemented as the plan for this space, not the council staff plan that does not achieve the goals of the community or the intent to mimic Mrs York's Garden in Port Macquarie as the Mayor's motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the REI Land and down the hill to ensure the maritime view is preserved for future generation. Please Use the Individual stakeholder plan to move forward to community involvement fine planning.
7/01/2024 02:26 PM	<b>Feedback:</b> PLEASE PLEASE PLEASE use the correct name Camden Head Pilot Station Lookout instead of Camden Head Lookout to describe the project area. The name Camden Head only describes three areas; the entire peninsular, Camden Head village and the geographical location of Camden Head in Kattang Nature Reserve, on which LO has been installed, but it does not describe the area officially assigned as Camden Head Pilot Station Lookout or the Pilot Station Reserve. The subject site has always been known as "Pilot Station Lookout" and is road-signed as such on the corner of Camden



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Head and Pilot Beach roads. The name Pilot Station Lookout is officially assigned (Geo Names Board records search) as "Camden Head Pilot Station Lookout". Naming inaccuracy could have resulted when "Camden Head Lookout Reserve" no 353 was created and incorrectly named. I have recently emailed PMHC about this issue outlining the rationale supporting names amendment but have had no response. Please treat the email as supplementary information to this submission. I do not support the individual stakeholder proposal which would result in the loss of a much larger area of native vegetation. Their plan flies in the face of local, state and federal environmental protection policies and legislation and in my opinion can be seen as an ambit claim or a foot in the door, to clearing more vegetation in future. to achieve their nostalgic dream. There is a decades long 'cemented-in' opinion by some 'head-landers' that the view at the LO should revert to its 50s to 70s state, harking back to a relatively short period when the Pilot Station was 'totally ' cleared. The initial clearing was undertaken by DO Mac Rutledge, commencing 1956, for lands to raise calves to supplement income, until his departure in 1973 (approx 23 years). The next DO, actually planted trees to address the amount of erosion caused by grazing activity (personal comms during Pilot Station oral history project). There is no consideration given by these residents or the proponents of the individual plan, to history before or after that time, which would recognise and promote the site's natural and cultural heritage (pre-European) values. This is understandable, given the generation of those living here for 50 years or more, but times have changed and headland residents and visitors should not be held hostage to a narrow view of history, and neither should Council support anything which does not recognise and celebrate all of the site's attributes in an inclusive manner. I do not support the formation of the group Friends of Camden Head - their scope is way outside their proposed area of operations and if it is to be established should be limited to a defined area near the Pilot Station LO which is not currently worked by other volunteer groups. I also wish Council to note that through their interactions with outspoken bushcare volunteers, those who support the individual plan and are likely to form the core of the proposed Friends group, have demonstrated their contempt for and a strong tendency towards blaming bush-carers for the perceived state of neglect of the picnic area. They have publicly named and spread misinformation about them on social media -example comments on Camden Haven Community Noticeboard 01 July 2024 by neighbours..."You have ruined one of Camden Havens prime lookouts and without any Community consultation" "Landcare has never worked the RE1 zoned land. Only covertly. Fact!" and "...Mean-spirited actions have resulted in poor management of this RE1 zoned land". Outspoken land-carers have also been the subject of vexatious and unfounded compliance reports to Council, the most recent on Sunday

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	<p>19 May to this house by Council Rangers x 2. The complaint was totally unfounded and used Council budget unnecessarily. Who needs 'friends' like this as neighbours? Other outspoken advocates for the environment have been similarly reported on, with similar outcomes..ie complaint not justified. These incidents feel like harassment. I note that this local issue could be somewhat of a test case for other LGA headlands -Cr Roberts proposal Council meeting December 2023 to conduct a review of all headland's vegetation management, with an agenda to examine "important views". What does important mean? I am alarmed that PMHC could even be considering this. The above views are backed by more than 30 years experience as a cultural planner / community development officer working for state and local government (including PMHC) and for 10 years as the manager of the redevelopment of Sea Acres Rainforest Centre for NPWS. I was also a founding member of the Camden Head Pilot Station, a volunteer with Friends of Kattang Nature Reserve and Dunbogan Bushcare. I have lived on the headland since 2000 and have been involved in various community projects including providing feedback on Council's Community Plan for the Camden Haven.</p>
7/01/2024 02:37 PM	<p><b>Feedback:</b> Fully support the Endorsed Draft Master Plan which allows only minimal tree clearing hence maintaining sufficient corridor for wildlife movement and ensuring sufficient stabilization of this coastal sloped area</p>
7/01/2024 02:29 PM	<p><b>Feedback:</b> Lower fire risk of littoral rainforest Local advocates of 'clearing for views', have tried to justify their proposal by stating that native vegetation heightens fire risk, at the same time as championing the aim of returning the site to Themeda grasslands. As you are probably aware, grasslands present a much higher fire risk than Littoral rainforest as the former is quick to ignite and spread, while rainforest trees are protective against fire. The reserve and adjacent homes and Pilot Station LEP heritage listed facility would be better served by allowing rainforest to continue to regenerate with only the need for weed management by existing volunteer groups. I have made a current request via Council's Bushfire Hazard Public Authority reporting form reference number 5715764680012318840 for a hazard assessment of the site. Email from PMHC Brett Jeffery, Senior Arborist 27 Sep 2023 advising that he raised a query with RFS for hazard assessment. Could Council please follow this up so the question of the reserve's fire risk status can finally be quantified and settled within the headland community in which hear-say conflicts with facts. Use of correct place names Please use the correct name Camden Head Pilot Station Lookout instead of Camden Head Lookout to describe the project area. The name Camden Head only describes three areas; the entire peninsular, Camden Head village and the geographical location of Camden Head in Kattang Nature</p>

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	<p>Reserve, but does not describe the area officially assigned as Camden Head Pilot Station Lookout or the Pilot Station Reserve. The subject site has always been known as "Pilot Station Lookout" and is road-signed as such on the corner of Camden Head and Pilot Beach roads. The name Pilot Station Lookout is officially assigned (Geo Names Board records search) as "Camden Head Pilot Station Lookout". Naming inaccuracy could have resulted when "Camden Head Lookout Reserve" no 353 was created and incorrectly named. Open grassed area Council's plan does not address the open grassed mown area (ref 9) on Council managed land, between the Pilot Station building group and the proposed pathway to the steps. Up until approx. 2007 this area was mown by Council and to supplement Council's mowing schedule the Pilot Station contractor also mowed this area in between cycles. This site, historically an open grassed area, has the following constraints: • Part of it is frequently too wet and boggy for heavy machinery • This area has also been used as a helicopter landing pad as it is easily contained from the public and has no powerline issues, e.g. Westpac (July 2019) rescue operation and NPWS helicopter public spot spray demonstration in conjunction with the Pilot Station (June 2002). Since 1998, I have had an ongoing connection with and in depth knowledge of this site via hands on involvement with the restoration of Pilot Station buildings, bushland reserve restoration on RE1 and C2 sites and the creation of boardwalk and tracks. As a former TAFE teacher I have used this site for education and have found it to be an invaluable community resource for the demonstration of assisted natural regeneration. Working hand in hand with Council weed, land management and biodiversity staff I have worked as a supervisor bush regeneration with programs such as Coastcare, NSW Environmental Trust, NPWS Friends of Kattang and Dunbogan Bushcare. I am a qualified Bush Regenerator, Conservation and Land Management Level 4 and an accredited AABR member (Aust. Assoc. Bush Regenerators).</p>
7/01/2024 02:32 PM	<p><b>Feedback:</b> Thank you for the opportunity to register my concerns and suggestions for the Endorsed Draft Camden Head Master Plan. I submit the following suggestions as a resident landholder immediately adjacent to the area under consideration in this plan and would like council to also consider my comments in regard to the area zoned crown land, adjacent to Camden Head Rd , that adjoins the Pilot station Premises in this area. My prime concern is that the vegetation canopy be lowered to reduce the fire hazard to the homes along Camden Head Rd on this Headland Area. Also for the purpose of fire safety and as an escape rout to the beach I refer to for the existing Grassed area leading past the Pilot station residence from to top Bergalia crescent car park . This strip of land previously wider, and in good ( in eroded) condition , provided safe passage for residents on the Camden Head Headland to the beach, in the event of bushfire.</p>

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Council have allowed in planned revegetation of this area which has shaded the grasses and as such has not been able to withstand the foot traffic to the beach and it has become eroded with exposed tree roots that are a trip hazard. I propose that the best long term economic and ecological solution is to return this access area to its original width and with the application of topsoil, re-establish the grass and maintain it by mowing. I do not support the addition of paths that involve permanent infrastructure and additional ongoing maintenance costs to the rate payer. In addition I propose that council alone should maintain the remaining area, as they had done prior to the involvement of various interest groups, many of whom do not live in the immediate vicinity, but who have been encouraged to develop the native vegetation with out consideration for the residents affected by this unchecked vegetative growth. With qualifications of Masters degree in Environmental Management I make these suggestions with some knowledge of the matter and the planning processes that should have been in place by council to protect the lives and properties of residents in this area. I recognise and support the efforts of the interest Sent from my iPhone groups whose excellent work has re- established a valuable native corridor. HOWEVER, human safety should be given greater priority in this instance. The vegetation adjustments should include lowering the canopy to prevent fires leaping to residential property. This is consistent with the recommendations of the NSW fire brigade and is policy in such area. Council must consider this in any planning going forward. This planning opportunity should improve the fire safety for this areas. I am aware that in the past major bushfires where residents were asked to evacuate no assistance from the fire brigade would be possible due to the build up of vegetation that has occurred over the past 30 yrs. The canopy must be lowered twenty metres from the Camden Head rd in the northern direction. Some hazard reduction burning to reduce the density of understory should occur. This method of management would be favourable to the ecology in the long term and is also consistent with indigenous fire management practices. I URGE council to reconsider this plan and the adjust it according to look at bushfire risk that has been allowed to develop in this area. The above suggestions of canopy pruning and fire reduction would benefit the ecology and the community. It would also be the least cost in terms of long and short term manage, and the most economical outcome for the rate payers, who council should consider. It woul allow safe passage to a safe beach, and area for picnicking. The above suggestion addresses the concerns of the entire headland community. I look forward to councils written response to this submission to my proposed plan. Please Note . You do not have my permission to disclose outside of the council processes, or publish my comments

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7/01/2024 02:39 PM

**Feedback:** The Friends of Kattang Nature Reserve support the intent of Council's "Draft Endorsed Camden Head Master Plan" and strongly oppose the "Individual Stakeholder" plan. The Friends of Kattang is a local volunteer group, working under the auspices of NSW National Parks and Wildlife Service's state wide Volunteer Program. The Friends, formally established in 1998, coordinate with NPWS to hold regular volunteer working bees to protect and enhance the reserve's biodiversity by treating weeds and rehabilitating degraded sites. The group also takes part in NPWS pest management programs such as weed mapping, fox monitoring and responds to threats to the reserve's role as a biodiverse habitat in the Camden Head Peninsular ecosystem. The Friends volunteer program welcomes interested community members and volunteer opportunities are promoted on social media, NPWS website and local media. The Friends cooperate with other volunteer groups such as Hastings Landcare, Dunbogan Bushcare and Friends of the Pilot Station to encourage conservation of native vegetation near Kattang nature reserve to protect habitat corridor links with other native bushland. The Friends of Kattang submit the following comments concerning the Council's Endorsed and Individual Stakeholder plans. Comments on Council's Endorsed Draft Masterplan-Pilot Station Lookout Balanced plan The plan accommodates the need for visitors' and residents' recreational use of the Pilot Station Look Out (LO) picnic area, and the site's environmental conservation. It will deliver improved access and better picnicking facilities at the lookout, while preserving most of the natural vegetation on the Crown Lands bounded by Camden Head Road and the access track to the Camden Head Pilot Station. Native habitat clearing limited, protects wildlife corridor with Kattang NR Compared with the individual stakeholder plan, Council's plan limits the amount of native vegetation clearing proposed, protecting an important wildlife corridor between Kattang NR and Crown Lands, and supports the site's emerging littoral rainforest, an Endangered Ecological community (EEC). Any habitat removal to create a wider viewing area from the lookout will increase the gap between tree canopies, reducing habitat corridor viability. Proposed "thinning" of vegetation across other areas will result in canopy gaps further reducing habitat for wildlife. Council's plan also recognises and adheres to the site's legislative constraints-Local, State and Federal environmental legislation to protect native habitat and threatened species and prevent illegal habitat clearing and is consistent with Kattang NR Management Plan objectives. Suggestions re Council Plan With our priority being maintenance of the habitat corridor for threatened species and protected EECs, Friends of Kattang suggests: Grassed picnic area That in Stage 2 Council does not create a grassed picnic area. It is unlikely to be used due to steep topography and the presence of ticks. If this area is to be turfed, this grass will become a weed, displacing native grasses and herbs and requiring ongoing

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maintenance. Clearing for this grassed area will create a large canopy gap, susceptible to wind shear, impacting negatively on regenerating rainforest. Wind-shear (and vandalism) is the current issue with the tea tree in the subject area. Western access track That in Stage 2, the proposed western track (I) not be included as it will have insufficient use to justify the cost, as there is currently adequate access to beaches and public facilities without additional pathways. The proposed pathway traverses a steep, vegetated sand dune, with bare sand components, subject to erosion. To establish a permanent pathway through this area may require earthworks and retaining structures. Given the other adequate pathways in the area, the proposed pathway should be a low priority for Council's constrained budget. The major use of the REI reserve (apart from by picnickers) is people transiting directly down the hill from the LO to Pilot and Washhouse beaches, parklands, breakwall and public facilities. Washhouse wetland boardwalk, built with grant funding from the Pilot Station Friends in 2002, provides all-season access across the wetland to these areas. Previously, a temporary, mown track in a similar location to that proposed in Council's plan, crossed REI to the Pilot Station access road. With the all-season boardwalk in place, use of this track totally ceased. The proposed track will introduce weeds into a regenerating littoral rainforest site, will place an unnecessary management and financial burden on Council, could encourage further tree vandalism for views and will open the whole reserve to further incursions by trail bikes, already an issue on the site's existing open areas. Council's resources would be better spent on addressing the hazard of the existing erosion area, 34 metres long x 3 metres wide at maximum, on the hill down from the LO, which, with its uneven surface and exposed tree roots has already resulted in numerous mishaps. Name Pilot Station Lookout / Camden Head Lookout That the name "Camden Head Lookout", be replaced by the name Pilot Station Lookout, to correctly describe the subject location and align with officially assigned (Geo Names Board) and historical naming. Locally the subject site has always been known as "Pilot Station Lookout" and is road-signed as such on the corner of Camden Head and Pilot Beach roads. The name Pilot Station Lookout is also officially assigned (Geo Names Board records search) as "Camden Head Pilot Station Lookout". Naming inaccuracy could have resulted when "Camden Head Lookout Reserve" no 353 was created. The name Camden Head only describes three areas; the entire peninsular, Camden Head village and the geographical location of Camden Head in Kattang Nature Reserve, but does not describe the area officially assigned as Camden Head Pilot Station Lookout or the Pilot Station Reserve. We note that new volunteer group's proposed name, Friends of Camden Head, describes a responsibility beyond the scope of the Pilot Station Lookout area. Friends of Kattang also suggests that the group name be accurate to its area of operation. Vandalism That



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Council's Plan for this area include specific measures to protect it from continued habitat vandalism. The littoral rainforest edge from the corner of Pilot Beach and Camden Head Roads, to the end of CH Road near corner of Bergalia Street, has been subject to decades of vandalism limited on each occasion to removal of one or two trees directly opposite particular houses, presumably to improve views. However in mid to late September 2023, the vandalism increased in scope and numbers of trees killed with more trees removed across a wider area, focusing on enlarging the Pilot Station Lookout viewing corridor. Over several months more than 20 native trees were lost including some 8-10 metre Swamp Mahoganys planted by community members as Koala food trees. Vandals have also used a less visible approach, with evidence of small rainforest recruitment plants being pulled from the ground to hinder regeneration. Council's letter to headland residents, dated 8th May 2023, concerning this vandalism is described by Mr Greg Osborne, one of the 'clearing for views' proponents, as "rude" and "threatening" (News of the Area 18th June 2024). If Council accepts the individual stakeholder proposal to clear for "uninterrupted views" (Mr Greg Osborne petition to Council) it could embolden those who demonstrate a defensive attitude to Council's advice and could accidentally enabled more illegal clearing of this reserve. It should be noted that despite this letter vandalism continued. Council regulatory notices were removed overnight. It appears that Council is unable to police this vandalism. Power line to Pilot Station removal In stage 3 item 7, Council's plan includes proposed infill native planting throughout. The area contains two powerlines. The old one which supplies the Pilot Station buildings, is 2 wired and two poles with spreader bars, with 94 metres between poles of uninsulated power line. Infill planting under this line would be restricted to ground cover and would still have to enable maintenance crews to access the lower pole for maintenance. Friends of Kattang suggest closing the canopy gap by relocating the power line that feeds the Pilot Station to reduce maintenance, reduce fire risk and protect the littoral rainforest which is being removed under the powerline. The power feed to the Pilot Station could utilise the insulated aerial bundled cable where it crosses to the pole on the Pilot Station access drive from there underground along the access road, 80 metres to the Pilot Station. Comments on the individual stakeholder proposal Friends of Kattang strongly oppose the individual stakeholder plan for the following reasons. Habitat removal impact on threatened species and connectivity The individual stakeholder's plan, totally ignores and disrespects Local, State and Federal legislation and policies which support biodiversity and protect threatened species. The individual proposal seeks to clear regenerating littoral rainforest, an EEC and to thin the forest canopy, both of which would negatively impact threatened fauna and flora and the existing habitat link between REI and Kattang Nature



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Reserve. This proposal is against the Coastal SEPP. It is unclear if the proposal to “thin” areas of forest canopy proposes selective removal of trees or selective canopy pruning to reduce forest height. Either option sounds like native forest clearing under another guise. Friends of Kattang also does not support the individual stakeholder plan to remove vegetation on NPWS lands to increase car parking. The removal of habitat would be an offence. Themeda grassland justification The proposal uses the justification of re-creating Themeda Grasslands (an endangered grassland) as an ecological basis for clearing native habitat for views. There is no ecological basis to this argument. Not only are “Themeda grasslands on sea cliffs and coastal headlands” (NSW Scientific Committee) well represented in Kattang Nature Reserve, but this apparently disingenuous approach is not supported by research which shows that the area was never vegetated with naturally occurring grassland. State Government's pre-clearing native vegetation mapping from the 1950s, shows that the area from the Lookout to the Pilot Station was Wallum heathland, comprising tall and/or dense heathland, dominated by Banksia aemula together with a range of other hard leaved shrubs and sedges, possibly dotted with a few Eucalypts and Angophora trees. (Trees Near Me App Plant Community Type 3802 Lower North Sandplain Wallum Heath). The native grasses currently on site would also have occurred within Wallum heathland. The Camden Head Biodiversity Assessment Report (Commissioned by CH Protection Society 2010) describes this area as exhibiting all the hallmarks of an advanced successional stage of regenerating littoral rainforest, an EEC and this continues to be the case. It is apparent that the proponents are pursuing an agenda of clearing for “uninterrupted views” based on personal opinions and not on the site’s verified natural history, current ecological status or legislative constraints. Comparison with Mrs York’s Garden Much has been made by the ‘pro-views advocacy’ group aligned with the individual stakeholder plan and the proposed Friends of Camden Head group, about modelling the Pilot Station Lookout area on Mrs York’s Garden in Port Macquarie. Use of this role model could not be more misaligned with the Pilot Station Lookout area. Rather than clearing native vegetation, Mrs York’s first achievement was, like today’s bushcare groups, the removal of a mass of weeds described as “an ugly blight”. (Friends of Mrs York’s Garden Facebook) After years of success as a floral reserve, the garden gradually fell into disrepair until in February 2015, a volunteer group, Friends of Mrs York’s Garden started replanting the area with littoral rainforest and coastal headland plants, the endemic plant species for the East Coast of Australia, with much the same aims as current headland bushcare groups. Rather than endangering threatened species through clearing habitat as proposed by an “individual stakeholder”, the group is “regenerating a critically endangered ecosystem & connecting corridor between the

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North Shore & Sea Acres Heritage listed Gondwana pockets of rainforest" (Friends of Mrs York's Garden Facebook). The Friends have also planted and nurtured "over 7,000 endemic littoral rainforest & coastal headland plants..." to the bank below the Grant St car park, between the pathways, along Stewart St, along the Waterfall bank, rainforest gully & the bushland corridor to Town Beach".(FB) While the Friend's activities also increase public access to the area, this is appropriate to its location in a highly urbanised area, which does not share a boundary with a Nature Reserve and is not adjacent to C2 zoned lands. This "one model fits all" approach is simplistic and unworkable as the site's soils, topography and ecology are essentially different. The area needs site-specific planning.

Community engagement – perception of Council bias Many in the wider community have commented on Mayor Pinson's enthusiastic advocacy for the "individual stakeholder" plan, evidenced by Council's unusual move to place it on public exhibition alongside Council's own Masterplan, while other established groups were not afforded the same opportunity. This has led to a perception of Council bias, in favour of an individual's plan instead of referencing experienced groups. Friends of Kattang feel as though Council has dismissed a quarter of a century of experience and knowledge of the headland's natural environment, in favour of those who have never contributed to this volunteer effort and whose knowledge of the site's natural heritage is as questionable as is their motive to clear habitat to improve views. Formation of Friends of Camden Head Friends of Kattang strongly oppose the formation of the group "Friends of Camden Head". There are already two very experienced, bush regeneration industry and environmental science qualified, volunteer bush regeneration groups with proven track records working in the Camden Head area, including Dunbogan Landcare which now incorporates the former Friends of the Pilot Station. Dunbogan Bushcare volunteers have worked for 25 years to achieve ongoing tangible outcomes for this site including restoration of littoral rainforest, enhancement of threatened species habitat and regenerating degraded natural environments. Moreover this group works under formal agreement with Hastings Landcare and under the terms of the MOU with Council for this site. Friends of Kattang, which has also achieved its 25 year milestone, cooperates with Dunbogan Bushcare. Cooperation between volunteer groups and land managers is essential to achieving good environmental outcomes. Ideally, cooperation between all groups is the desirable outcome, but it would be challenging to achieve, when one group wants to comply and always has complied with government legislation to achieve environmental goals while members of the other proposed does not and has a clear agenda to remove habitat to create views. It's difficult to understand why Council would support the group's formation. The proposal to initiate a new group is divisive

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	<p>and will only result in confusion of aims and possible conflict between groups. It should be noted that in the above 25 years of volunteer effort, the major proponents of the individual plan have never volunteered for any activity to improve the site, nor expressed any interest in supporting or being involved with bushcare in any way including discussions about the site's future. The proponents who seek to form the new 'friends' group, clearly have no knowledge of the Pilot Station Reserve's appalling condition before the Camden Haven Protection Society volunteer program with Greencorps and the cooperation with Council staff to undertake primary weed control throughout the whole area including the subject area. This was followed by Friends of the Pilot Station bushcare group formation in January 2000. Prior to 1998, the entire reserve including the Pilot Station building site was a mass of old growth Bitou bush and Lantana growing up into a canopy of mature Banksias. Lantana was ballooning into the walkway to the beach and into the canopy. The weed management continues today and the site is now totally weed free with the exception of 3 invasive grasses on edges (site visit 28th June 2024). Camden Head's natural environment does not need 'friends' who seek "uninterrupted views" (G. Osborne Petition to Council) by excessively clearing and modifying native habitat which has been cared for by volunteers since 1998. The significant achievements by these bushcare groups, as well as their morale will be undermined if the individual proposal to clear habitat is allowed to proceed. In the event that the Friends of Camden Head is formed, Friends of Kattang request that, as a Council volunteer group, it formally adopt the name Friends of Pilot Station Lookout, to clearly define its area of operation, to avoid confusion about its operational role and potential conflicting activities between groups. The Friends of Kattang NR also request that the 'friends' formal brief by Council, include clauses requiring cooperation with the activities and support for the aims of existing groups – Dunbogan Bushcare and Friends of Kattang. We thank you for your consideration of this submission. Friends of Kattang</p>
7/01/2024 03:46 PM	<p><b>Feedback:</b> I agree with the master plan passed by council. It is a realistic and balanced plan that meets both the needs of recreational users and the needs of wildlife transversing these natural environments.</p>
7/01/2024 04:50 PM	<p><b>Feedback:</b> We want the Individual Stakeholder Plan endorsed and implemented as the plan for this space, not the Council staff plan that does not achieve the goals of the community or the intent to mimic Mrs York's garden in Port Macquarie as the mayor's motion indicated. Council have not listened to our requests for a larger cleared area with full view across the road frontage of the REI Land and down the hill to ensure the maritime view is preserved for future generations.</p>

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	Please use the Individual Stakeholder Plan to move forward to community involvement in planning.
7/01/2024 09:36 PM	<p><b>Feedback:</b> This master plan doesn't go far enough to create accessible access to a public space that can actually be enjoyed by local and visiting families. It appears to be a waste of money to create picnic areas at the beach on a hill, where a view of the ocean can't be enjoyed and there's no space to play?</p>
	<p><b>Feedback:</b> We present this submission in support of Council's Endorsed Draft Camden Head Master Plan (endorsed by Councillors for Public Exhibition 16 May 2024) and at the same time, raising a number of concerns regarding the Local Stakeholders Plan (presented at the Public Forum 13 May 2024).</p> <p>Our support of the Endorsed Camden Head Master Plan (and therefore our opposition to the local Stakeholders Plan) is based on "costs" in 3 vital areas, namely.</p> <ul style="list-style-type: none"> <li>• Cost to the natural environment</li> <li>• Cost to the public amenity</li> <li>• Cost to PMHC Council/ratepayers/taxpayers.</li> </ul> <p>1. Cost to the natural environment.</p> <p>The Camden Head/Lookout/Pilot station/Pilot Beach reserve is a unique parcel of coastal land with considerable environmental, historic and recreational significance. While the latter two are significant, the environmental significance is of far greater importance. The area borders on a coastal national park and is home to many threatened species of animal and birdlife as well as native flora.</p> <p>The area also provides a land bridge from the Kattang Nature Reserve to the threatened Littoral Coastal rainforest behind Pilot Beach.</p> <p>While the Council Endorsed Master Plan has been developed sympathetically in line with LEP namely "The Camden Head Lookout Reserve is classified as High Environmental Value which recognises threatened species or communities with potential for serious and irreversible impacts." With Infill planting between existing vegetation, with a focus on maintenance and management of the native flora.</p> <p>Whereas the Local Stakeholders plan proposes clearing around 3,000 square metres of coastal vegetation and thinning of around 1,600 square metres of forest in the areas.</p>

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Supporters of the Local Stakeholders plan, hark back to the time of early operation of the Pilot Station when the headland was 'grassed' and open – however this was grazed by cows and had been cleared for the construction of the pilot station. Before this, the land was believed to be coastal vegetation and littoral rainforest.

While sympathetic management and some widening of the pathway areas and removal of non-native flora is required, the clearing and thinning of trees suggested in the Stakeholders plan is nothing more than a selfish, environmentally-negative "view grab".

### 2. Cost to the public amenity.

The Council endorsed masterplan does propose a slight increase in the number of picnic tables in the area, improvements (but not markedly increasing in size) to the parking at the corner of Camden Head Rd and Bergalia Cres, the addition of a boardwalk linking the lookout area to the private road to the Pilot Station and some extension of native grassed areas. All this will improve public amenity while not impinging or threatening the natural environment.

However, the Local Stakeholder proposal calls for many more picnic tables, barBQ facilities, shelters, a 'Mrs York's Garden' type development, more than doubling of car parking including further encroachment of land managed by NPWS and 45 degree angled parking along the road. Here we have a classic "Build it and they will come" scenario. Tourists will be attracted to the huge increase in facilities and parking, bringing with them congestion on the narrow roads, rubbish, noise and need for more and more supervision and maintenance. Plus, there will be a huge impact on the native flora and fauna.

### 3. Cost to Council/ratepayers/taxpayers.

PMHC is like any other major organisation in that it is under considerable financial constraints due to the current economic climate, and I note that no costings or funding avenues have been included in either the Council Endorsed Master Plan or the Local Stakeholders plan.

I would suggest that in my experience of working for both NSW and local Government, funding for the project would come from State and Federal Government Grants with some financial costs to Council.

In light of this, again I support the Council endorsed Master Plan over the Local Stakeholders plan for the following reasons.

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- A. To create a 'Mrs York's Garden' type development along with more picnic tables, barBQs, doubling and formalising parking facilities, earthworks and boardwalks, electricity to the barBQs, improved lighting etc, would in my estimation be between three and four times the cost of works involved in the Council endorsed master plan.
- B. State and Federal grants applications are much more likely to succeed if they are supported by Council officers, financially responsible and costed, endorsed by local Landcare and environmental groups, do not encroach on other Government agencies and are in line with LEPs and SEPs. On all these counts the Council endorsed Master Plan comes out ahead of the Local Stakeholders plan which is only supported by a smaller number of residents.
- C. The Local Stakeholders plan calls for a considerable extra workload on local volunteers in the construction and maintenance of the "Mrs York's Garden". Local landcare groups and other volunteer groups are already stretched to the limit. While it would be an easy transition to maintain the amenity and environment associated with the Council endorsed Master Plan, it would require a large number of extra volunteers to support the alterations, facilities and maintenance of that which is proposed in the Local Stakeholders plan.
- D. The continual maintenance of the additional BarBQs, picnic shelters, pathways and boardwalks, parking areas, under the Local Stakeholders plan will fall the Council.
- E. Much of the work needed to apply for State and Federal funding, initial planning and scoping of works and consultation with other agencies has already been done for the Endorsed Masterplan. However, if the Local Stakeholders plan was adopted, it would involve a costly "going back to planning square one" approach for Council officers and consultants. Council doesn't have the time or money to do this.

In conclusion, we support the Council Endorsed Camden Head Master Plan. Council has done a great job over the past decade on the sympathetic improvements to the reserve around Pilot Beach, the path along the breakwall and Beach to Beach walk via Dunbogan, and we applaud Council officers for their work on this project.



## NSW National Parks and Wildlife Service

DOC24/468697

Dr Clare Allen  
Chief Executive Officer  
Port Macquarie Hastings Council  
17 Burrawan St  
PORT MACQUARIE ACT 2444

Dear Dr Allen

Thank you for the opportunity to provide a submission on the [Endorsed Draft Camden Head Masterplan](#). The National Parks and Wildlife Service (NPWS) manage Kattang Nature, which is adjacent to the Camden Head Lookout Reserve and seek to ensure future management of adjacent habitat connectivity corridors do not impact the biodiversity values of Kattang Nature Reserve.

**Kattang Nature Reserve**

Kattang Nature Reserve is a 58-hectare reserve located on Camden Head, directly adjacent to the Camden Head Lookout Reserve. The reserve was gazetted in 1983 with the primary purpose to preserve an area of significant conservation, geomorphological and scenic values and make it available for scientific research, public education and appreciation.

Despite its small size, Kattang Nature Reserve contains considerable diversity of habitats, flora and fauna. Twenty-nine vegetation communities have been identified in the reserve and over 150 vertebrate fauna species, including many species listed under the federal *Environment Protection and Biodiversity Conservation Act (1999)* and NSW *Biodiversity Conservation Act (2016)*.

The biodiversity values within Kattang Nature Reserve rely on existing connectivity corridors, including stands of native vegetation and littoral rainforest situated on the Camden Head Lookout Reserve. The importance of maintaining these habitat corridors is recognised in the *Kattang Nature Reserve Plan of Management (2005)*, which includes the following strategies:

- *2.3 Specific Objectives for Kattang Nature Reserve - "to maintain a viable corridor for native plants and animals from the reserve to Gogleys Lagoon, Crowdy Bay National Park and Dooragan National Park".*
- *4.1.2 Native Plants strategies and actions - "work with relevant neighbours, conservation groups and others to encourage conservation of remaining vegetation in the vicinity of the reserve and identify potential wildlife/habitat corridors to link other native vegetation areas".*

Any significant removal of native vegetation within the existing habitat corridor in the Camden Head Lookout Reserve will negatively impact biodiversity values of Kattang Nature Reserve.

**PMHC Endorsed Draft Camden Head Master Plan**

NPWS support the proposed PMHC Draft Camden Head Masterplan, which is currently on exhibition. This plan addresses concerns raised by NPWS in September 2023 regarding the loss of habitat connectivity to Kattang Nature Reserve. It provides additional recreational amenity whilst retaining littoral rainforest and habitat connectivity to Kattang Nature Reserve. The plan appears to be consistent with recommendations from the Pilot Station Vegetation Management Plan (2000) and the Camden Head Biodiversity Assessment Report (2010). Additionally, it aligns with strategies identified in the Kattang Nature Reserve Plan of Management (2005).



**Individual stakeholder plan**

NPWS firmly opposes the individual stakeholder plan currently on exhibition alongside the endorsed PMHC plan. This alternative plan seeks to remove regenerating littoral rainforest, koala habitat and vegetation connectivity to Kattang Nature Reserve. It is not consistent with recommendations in the Pilot Station Vegetation Management Plan (2000), Camden Head Biodiversity Assessment Report (2010) or the Kattang Nature Reserve Plan of Management.

This alternative plan seeks to create a supposed 'endangered grassland'. NPWS does not believe this area was ever naturally occurring grassland of any type. The site aspect, topography and adjacent vegetation suggest it was more likely Coastal Littoral Rainforest Endangered Ecological Community. The Camden Head Biodiversity Assessment Report (2010) confirms this:

*"The area is in the preliminary (ie scattered young rainforest pioneers such as Tuckeroo in the shrub layer and understorey competing with recruits of the woodland), middle (pioneer rainforest species common 111 in the understorey, secondary species becoming established eg vines, and no or limited recruitment of woodland species) and advanced (Banksias emerging out of understorey of rainforest species and vine thickets with no recruitment of Banksias, and Leptospermums succumbed or succumbing to natural attrition without recruitment) stages of succession to Littoral Rainforest EEC". (Camden Head Biodiversity Assessment Report, 2010, pg 110-111).*

This report strongly recommends ongoing support and encouragement of littoral rainforest succession at this site.

NPWS has reason to believe there is an ulterior motive to this individual stakeholder's plan, with the proponent representing a group of residents who seek improved coastal views from their properties through implementation of this plan. Given ongoing illegal vandalism of vegetation in this area, NPWS supports additional surveillance and compliance action to protect this crucial habitat linkage to Kattang Nature Reserve.

Furthermore, NPWS notes this alternative stakeholder plan includes an action to remove vegetation on NPWS estate to increase car parking in the area. NPWS do not support this proposal and any removal of this vegetation would constitute an offence under the *National Parks and Wildlife Act 1974*.

**Friends of Camden Head**

NPWS work closely with three volunteer groups that are very active in bush regeneration and weed control on Camden Head, including in the Pilot Station area. NPWS is aware that this additional proposed group is creating significant division in the community. As per our previous submission on this issue, NPWS believes PMHC would benefit from supporting existing Hastings Landcare affiliated volunteer groups to assist the manage the area.

If you have any further questions about this issue, please contact Mr Benjamin Stevenson, Ranger at [Benjamin.stevenson@environment.nsw.gov.au](mailto:Benjamin.stevenson@environment.nsw.gov.au).

Kind regards



Shane Robinson

**Area Manager, Hastings Macleay Area**

18 June 2024

cc: Lucilla Marshall  
Ben White



## Department of Climate Change, Energy, the Environment and Water

Your ref: Public exhibition of the draft Camden Head Masterplan  
Our ref: DOC24/416278-10

Chief Executive Officer  
Port Macquarie Hastings Council  
PO Box 84  
PORT MACQUARIE NSW 2444

Attention: Ms Lucilla Marshall

Dear Dr Allen

**RE: Endorsed Draft Camden Head Masterplan**

Thank you for providing an opportunity for the Biodiversity, Conservation and Science Group (BCS) of the NSW Department of Climate Change, Energy, the Environment and Water to provide a submission on the public exhibition of the proposed draft Camden Head Masterplan. I appreciate the opportunity to provide input.

We understand the Port Macquarie Hastings Council is publicly exhibiting a draft Camden Head Masterplan which guides the management, maintenance and development of the Camden Head lookout reserve. The proposed draft masterplan includes a staged design for the management of the reserve and the exhibition information includes a Council-endorsed draft Camden Head Masterplan and an individual stakeholder's proposed masterplan for the management of the reserve, and Council is seeking feedback on the proposals.

BCS has reviewed both the Council-endorsed draft Camden Head masterplan and the individual stakeholder masterplan proposal. In addition, we have reviewed available biodiversity information relating to the masterplan area and carried out a site inspection of the proposed masterplan site on 11 June 2024. We provide the following comments based on our reviews and inspection.

Councils Endorsed Draft Camden Head Masterplan

The proposed Council-endorsed draft Camden Head masterplan aims to further enhance the biodiversity values and habitat connectivity within the subject site by incorporating infill plantings within the reserve. The land associated with the draft masterplan has been mapped on the NSW Biodiversity Values Map (BV Map) and is also mapped on the NSW Important Habitat map for the critically endangered Swift Parrot (*Lathamus discolor*). Furthermore, results from our site inspection indicate areas of the site contain the assemblage of flora species and landscape attributes and positioning which align with the Endangered Ecological Community (EEC) *Littoral Rainforest in the NSW North Coast, Sydney Basin and South East Corner bioregions*. The actions proposed with the Council-endorsed draft Camden Head masterplan seek to enhance the above mentioned existing biodiversity values present at the site, hence we support this proposed version of the masterplan.

Individual Stakeholder Proposed Masterplan

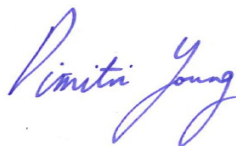
The individual stakeholder-proposed masterplan details a range of actions that include clearing of native vegetation and thinning of the canopy across the site to encourage the establishment of endangered native grasslands. We raise the following issues in relation to actions proposed with the proposed individual stakeholder masterplan.

- As previously noted, the land associated with the masterplan is mapped on the NSW BV map, included on the Important Habitat map for the critically endangered Swift Parrot (*Lathamus discolor*) and contains identified areas of the EEC *Littoral Rainforest in the NSW North Coast, Sydney Basin and South East Corner bioregions*, hence we strongly oppose Council endorsing the clearing of native vegetation within the subject site, associated with the individual stakeholder masterplan.
- There is no evidence present on-site to suggest that the EEC *Themeda grassland on seacliffs and coastal headlands in the NSW North Coast, Sydney Basin and South East Corner bioregions* was, or is, naturally occurring on the subject site. The high condition littoral rainforest plant community adjoining the subject site and remnant and regenerating areas of this community on the subject site suggest that littoral rainforest was the likely dominant plant community pre European disturbance. This assessment of remnant plant communities present is supported in section 7.1.3 of the Camden Head Biodiversity Assessment Report (CHBAR), prepared by Darkheart Eco-consultancy (2010). Furthermore, the recommendations in the CHBAR include actions to encourage the recovery and expansion of the Littoral Rainforest EEC on the subject site.
- Section 6.3.2 of the CHBAR assesses the habitat linkages and local corridors of the Camden Head area and Figure 18 of the report identified the subject site as an important habitat link from the riverflat area to the Washhouse Beach and Kattang Nature Reserve area. Any clearing of native vegetation or thinning of canopy within the subject land would reduce these habitat link values and subsequently result in indirect impacts to the biodiversity values of the Kattang Nature Reserve.
- Our understanding from review of available information is the subject site and surrounding area has been subject to bush regeneration and restoration activities for over 25 years by council and various volunteer bushland restoration organisations (e.g. Landcare). If Council is considering adopting the individual stakeholder masterplan proposal, then it must be satisfied the masterplan actions are congruent with the objectives of any projects that received grant funding from the NSW Government for activities to improve the biodiversity values on the subject site.

In summary BCS supports the proposed Council-endorsed draft Camden Head masterplan as the actions will further enhance the existing biodiversity values and habitat connectivity within the subject site. However, we do not support council endorsing the individual stakeholder-proposed masterplan as the actions will result in impacts to land mapped on the NSW BV map, land mapped on the NSW Important Habitat map for the critically endangered Swift Parrot, impacts to verified littoral rainforest EEC present on the site, and a reduction in the values of the identified habitat linkages from the riverflat area to the Washhouse Beach and Kattang Nature Reserve area.

If you have any further questions about this submission, please contact Mr Bill Larkin, Senior Conservation Planning Officer North East, BCS, on 6659 8216 or at [bill.larkin@environment.nsw.gov.au](mailto:bill.larkin@environment.nsw.gov.au).

Yours sincerely



**DIMITRI YOUNG**  
**Senior Team Leader Planning North East**  
**Biodiversity, Conservation and Science**

21 June 2024

## Hastings Landcare

44a Cameron St, Wauchope NSW 2446  
Mob: 0493600895 email: groups@hastingslandcare.org.au

27 June 2024

Dr Clare Allen,  
Chief Executive Officer,  
Port Macquarie Hastings Council.

Dear Clare,

Please find enclosed petitions that have been signed to support the PMHC Endorsed Camden Head Master Plan and oppose the Individual Stakeholder Master Plan that was presented at the last PMHC meeting.

Hastings Landcare confirm that our daughter group, *Dunbogan and Camden Head Bushcare* will continue with their ongoing 25-year-old regeneration program on the reserve under the MOU signed with PMHC, and challenging the need for a new "Friends of" group in this location. Our Landcare are always open to new members and consist of trained and experienced volunteers who are able to train new volunteers in line with the MOU that supports the PMHC Master Plan. It must be stressed that the overriding principle of Landcare provides capabilities which enable the local communities a pathway by which ecological, historical, and cultural values are integrated into the program of work, which is the basis of the Landcare ethos.

On the 7<sup>th</sup> of June Hastings Landcare sent a letter to the Mayor and Councillors regarding our support of the Endorsed Council Master Plan with reasons for and against each point. If you have not seen this letter and would like a copy, please do not hesitate to ask.

Kind regards,

*Robyn Camozzato*


Robyn Camozzato, Volunteer Support Officer

On behalf of Hastings Landcare Inc

0493600895



Hastings  
**Landcare**  
Inc.

 PORT MACQUARIE HASTINGS	
TRIM No	CRM No
28 JUN 2024	
Keyword .....	
Activity .....	
Subject .....	
Folder SF21/101	



Petition to the Councillors of PMHC to adopt the Endorsed Camden Head Draft Master Plan (2024)

### PETITION

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You acknowledge that any information provided below may be a public record when considered by Council.

Name	Address (in full)	Signature
Sue Barker	67 LENAWORTH RD DUNBOGAN	S.E. Barker
Pam Wharton	24 Bayside Ave N <sup>th</sup> Haven	Pam Wharton
JOHN BRADBENT	30 BIRRAMACARVE, DUNBOGAN	JBRADBENT
Lini Scarlett	30 Seafront Crcy Bonny Hills	LScarlett
Dana Reading	49 St Albans Way W Haver	Dana Reading
Susanna van der Walt	13 Ander Ave Laverick	Susanna van der Walt
Deborah Doyle	10 OAK CLOSE LAKEWOOD	Deborah Doyle
P. HINES	11 REEPT RD, KEW	P. HINES
Neil McElwain	24 Ocean Way Laverick	Neil McElwain
Neil McElwain	5 Birchall Dr Bonny Hills	Neil McElwain
Bob McGowan	222 Wallis Rd ELLENBOROUGH	Bob McGowan
Carol Hayes	2 Bain Place BONNY HILLS	Carol Hayes
ANN HAMILTON	340 OCEAN DR WEST HAVEN	Ann Hamilton
H Hamilton	5 BAY Street Dunbogan	H Hamilton

Lodged by: Robyn Camozzato  
Address: 44a Cameron Street Wauchope Contact Phone: 0493 600 895  
Email: groups@hastingslandcare.org.au

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Name	Address (in full)	Signature
LARIE ASDINALL	25B GRAY ST. PORT MACQUARIE	
Terry York	15 Haven CCT Laurieton	
Kate Rensini	51 OWEN ST Port Macquarie	
Peter Lowe	3 Peter & pmc	
Ace MATCARIKY	82 BURRAWONG DR, PMQ	
Shizeekwa Satori	89 Marian Drive Port Mac. 244	
Anne Culligan	43 Songbird CRT Port Mac, cecece	
Mason Holten	4 Ellerslie Crescent, Lakewood	
Harwick Jones	4 TASMAN RD PMQ	
Glenn Jounier	42A Lake Rd	
Red Nancarrow	9 Cadaga ridge King Creek	
ROBERT DUFFY	27 SHELVY BEACH RD PMQ	
Andrew Temple	64 WARRIS BAY RD BEACHWOOD	
Gary Drell	2/14 Rose Street PMA	
Sarah Wright	4/1682 Ocean Dr. L/C	

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
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Name	Address (in full)	Signature
Ross Smith	67 Kendall Cres. Bonny Hills	[Signature]
Sue Poleweski	18 Grenadines Way Bonny Hills	[Signature]
Helen Smith	3 Provost Lane Bonny Hills	[Signature]
Kathy Regan	10 Coomea CI Bonny Hills	[Signature]
Ian Richardson	11 Bonny Ridge, Bonny Hills	[Signature]
Roger Barlow	9 Graham St, Bonny Hills	[Signature]
John Hampton	7 Gleneth Ct Bonny Hills	[Signature]
Paul Poleweski	18 GRENADINES WAY BONNY HILLS	[Signature]
Trisha McDonald	951 Ocean Dr Bonny Hills	[Signature]
Bernie Hayes	2 Bain Place Bonny Hills	[Signature]
Tracey Cook	7 Eames Ave, Nth Haven	[Signature]
Janette Anderson	22 Marbuk Ave. Port Mac	[Signature]
Colleen Ninness	Unit 78 Bundalees Gardens	[Signature]
Cath Ninness	Village Cameron St Wauchope	[Signature]
Sarah Garrett	" "	[Signature]

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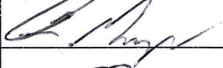

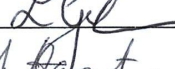
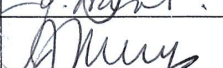






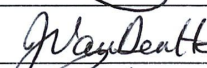

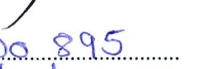

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Name	Address (in full)	Signature
K. Walker	PO Box 10 Kendall	
R. Musznitz	PO Box 10 Kendall	
AL CABLE	707 LORRAINE RD BERRIGALLA	
LORRAINE GIBSON	23 Gannet Ave Port Mac	
Joy Hart	1/55 OWEN ST.	
Jennifer McKay	6/33 Searwen Ave, PM	
ROBERT GIBSON	3 SPRINGHILL PLACE LAKE CATHIE	
Sandra KERR	40 Explorers Way, Lake Cathie	
ERIC BAYCE	1 Summer CRT Lake Cathie	
Denise Bayce	1 Summer CRT Lake Cathie	
C. Garobis	17 Hammer Loop LC	
KEVIN OSWALD	8/MAC.	
D. Demarkis	Berney Mills	
Tane VanDenHeuvel	25 Bangalay Dr. Port Mac.	
Joanna Burke	178 North Atlantic Crt Lake Cathie	

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
Address: 44a Cameron Street, Wauchope Email: groups@hastingslandscape.org.au

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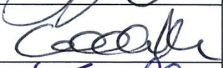
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Name	Address (in full)	Signature
Ian Kerr	143 Roach Rd Lower Pappinbarra	
Deirdre Kerr	143 Roach Rd Lower Pappinbarra	
STEVE HEALY	16 MONCELS AVE. 2446	
Ellen Ward	31 Fairwinds Ave. Lakewood	
DAVE WARD	✓ / ✓ / ✓ / ✓	
Alan Kerle	71 Kangaroo Dr Beechwood	
Bernard Jones	150 The Hatch Rd Blackmans Point	
Colin Kerle	19 Ladwa Dr Copacabana	
Jess Agnello	59 Dog track rd. Kendall	
Sonya Whittingham	142 Camden Head Rd. Camden Head	
James Whittingham	142 Camden head road, Camden Head	
Joanne Brown	444 Cameron St Wauchope	
LEONIE GALE	140 TOWER RD PEMBROOKE	
PETER FITZROY	92/349 OCEAN DR WESTHAVEN	
LARRY NELSON	32 KINGS RD 246 KINGS CREEK	

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
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
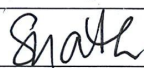










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Name	Address (in full)	Signature
Stephen Allwood	24 Comboyne St Kendall	
Richardson	44 Cameron St	
Andy Vinter	12 Seaview Ave P.M 2444	
Susan Jones	150 The Hatch Blackman's Point	
Sanjana Nath	7 Boltwood way Port Macquarie	
Maya Southwell	11 Lyrebird Place Port Macquarie	
R. Cornale	9 Regent St, Port Mac	
Robyn Carney	47-49 Tasman Rd P.M	
Bob Cilligan	43 Songbird Catbird Place	
Roe Anderson	32 Celestial Way Pt Macquarie	
J. Ford	13 Savoy St Pt Mac	
Deide Numan	113 Tasman Rd Pt Macquarie	
Loy Pittman	54 Livingstone Rd PM	
GARY DEACON	11 SVD HOPKINS TERRACE PM	
IAN WHITE	7 JAMES CLOSE PORT MAC	

Lodged by:

Robyn Camozzato

Contact Phone

0493 600 895

Address:

44a Cameron Street, Wauchope

Email:

groups@hastingslandcare.org.au

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Name	Address (in full)	Signature
Robyn Camozzato	Emily Av, PMA.	R Camozzato
Carlan Walker	82 Kendall Cres, Bonny Hills	Carlan
Lachlan Price	15 Waterview Cres	L Price
Jessie Manton	3 castle st, Laurieton	J Manton
Koby Nolan	3 castle st Laurieton	K Nolan
Sally Saunders	13 Cathie Cir Lake Cathie	S Saunders
Virginia CALDER	28 ANTIQUA AVE LAKE CATHIE	V Calder
Maurika Privett	22 ERNEST ST LAKE CATHIE	M Privett
Geoff Waterworth	3/15 Eagle Pl Lake Cathie	G Waterworth
Rosemary Waterworth	" " " " "	R Waterworth
Chrissy Jones	101 Shaws Road HOLLISDALE	C Jones
Geoff Vickens	18 Carswell Rd Redbank	G Vickens
Joe Bianco	2240 PAPPINBARRA RD PAPPINBARRA	J Bianco
Mike Macduff	EMILY AV, PMA	M Macduff
Tris Macduff	EMILY AV, PMA	T Macduff

Lodged by: Robyn Camozzato  
Address: 44a Cameron Street, Nauchope

Contact Phone: 0493 600 895  
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Name	Address (in full)	Signature
J.S. ARMSTRONG	616 BALLENGARRA BRANSDON ROAD, GUM SCRUB	
K Armstrong	616 Ballengarra Bransdon Rd Gum scrub 2441	
N JONES	416 CLAREFIELD DUNGAY CRK. RD MARLO MERRICAN. 2441	
L ELISON	60 gum scrub Rd Gum scrub 2441	
G. Codd.	158 OLD KEMPSEY RD, GUM SCRUB 2441	
J. Jones	416 Clarefield Dungay Crk. Rd, Marlo, Merrican 2441	
V. AHERNE	15 MIDDLE VALLEY ROAD, MARLO MERRICAN, NSW 2441	
MATTHEW KELLY	166 CLAREFIELD DUNGAY CR RD UPR 2441	
Sue Aherne	15 Middle valley road Marlo Merrican, NSW 2441	
Victoria Parr	6 Blythe st Wauchope NSW 2446	
R Russell	130 High St, WAUCHOPE	
Jenaya / Arndell	53 Hastings street Wauchope	
Yvette Moorman	127 Bulli Rd, Comboyne, NSW,	
Lisa Pontifex	10/129 BRIDGEST	
Lauren Slade	Oxby Hwy Wauchope	

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Petition to the Councillors of PMHC to adopt the Endorsed Camden Head Draft Master Plan (2024)

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#### To the Councillors of Port Macquarie-Hastings Council

The Petition of the residents of the Port Macquarie-Hastings Council Local Government Area (LGA) brings to the attention of the PMH Council, community concern for the management of the lookout, street signage indicating Pilot Station Lookout, at the corner of Camden Head Road and Bergalia Crescent, Camden Head.

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You acknowledge that any information provided below may be a public record when considered by Council.

Name	Address (in full)	Signature
Pam Cobley	The Peninsula P.M.	P. Cobley
Henna Johnston	Tasman Road	H. Johnston
Sonja Maybury	John Oxley Dr.	Sonja
Helen Selkirk	Craig St. Port Macquarie	Helen
Barbara Atkinson	Lincoln Rd, Port Macquarie	B. Atkinson
C Quick	160 Park St Pt Macq	C. Quick
S. Cross	69 Hibbard Dr P. 17	S. Cross
Z IVERACH	Jonas Absalom Dr "	Z. Iverach
L. Godby	Burrawong Drive	L. Godby
J. BENNETT	45 TASMAN RD. PT MAC.	J. Bennett
B. HARRIS	115 FEDERATION WAY COFFERSB.	B. Harris
S. Upton	18 Regent St Port Mac	S. Upton
Analy Nang	Port Mac	Analy Nang
Jo Gifford	143 MFD PMH	Jo Gifford
DAVID PEES	MCLINES ST PMH	D. Pees

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
Address: 44a Cameron Street, Wauchope Email: groups@hastingskindcare.org.au



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Name	Address (in full)	Signature
ALISON CASH	150 AZARA W MARION'S CR	AK
PHILIP HIGGINS	13 Newport Cres Port Macq	PH
Carol Carter	5 Squires Terrace PMHC	CC
FIONA WILKS	41B PHARLAP COT PMQ	Fiona Wilks
Flaine Hendrick	9 Archibald St PMQ	Flaine
Both Madynel	3/65 Owen St PMQ	Both
Jenny Higgins	13 NEWPORT CRES, P. MAC	Jenny
Valmae Bannister	5/49 Park St Port Macquarie	Valmae
Ruth Grummitt	7/9 Squires Terrace PMQ	Ruth Grummitt
Carol Cosgriff	33/160 Park St PORT MACQUARIE	Carol
Wendy Dougherty	9 Philip St PMQ	Wendy
E DAGWELL	40 Emerald Drive PMQ	E Dagwell
J. DICK	2/15 Florence Cl. PMQ	J Dick
M. RICHARDSON	5 ORCHID AVE PMQ	M Richardson
G. BLACKSTOCK	60 O'BRIENS PMQ	G Blackstock

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Name	Address (in full)	Signature
LYNDON HARRIS	43/90 SEAFRONT CIRCUIT BONNY HILLS	[Signature]
Debo Page	14/1 Parkes St Port Macquarie	[Signature]
Virginia Cox	8 Rainbow Beach Dr. BH.	V Cox
ADELAIDE BOARD	14 SHORT ST. BONNY HILLS	[Signature]
Carin Lees	6 Starboard Ca, PMQ	[Signature]
Virginia Baker	27 Evans St Lake Cathie	[Signature]
David Hunt		[Signature]
Helen Barnett	68/50 Oxley St. St. Leonards	H. Barnett
GRAEME COX	8 Rainbow Beach Drive BONNY HILLS	[Signature]
Emma Pendreigh	11 Stephens St Wauchope	[Signature]
Josef Dighton	760 Rosewood Rd	[Signature]
Tina Wager	1/5 Baker Court Port	[Signature]
Fatima Fleissgarten	51 Cameron Street, Wauchope	[Signature]
Jill Tollington	7 Bonny Rd Bonny Hills	[Signature]
Jamilla Rampney	2 Hibiscus Crescent PMQ	[Signature]

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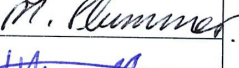






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Name	Address (in full)	Signature
J. LYNCH	5555 OXLEY HWAY ELLENBOROUGH 2446	
J. McCahey	395 PAPPINBARRA, LEFT Acre RN UPPER PAPPINBARRA	
B. ELDRIDGE	P.O. Box 2420 Port Macquarie	
K. McKee	Port Macquarie	
A. Brown	26 The Cottage Way PMQ	
L. Hills	79 Fiona Cr Lake Cathie	
S. GARDINER	1/33 HARBOURSIDE CRES PM	
A. ZIONS	28B BLIGH PLACE, L.C.	
M. PLUMMER	4/202 Oxley Hwy, P.M.	
H. Attwells	11/33 Lyndale ave PMQ	
A. Constantine	11/23 Lyndale ave PMQ	
K. KING	7A VANORA AVE PMQ	
M. PHILIPPA	5 CATHIE CCT LAKE CATHIE	
M. Leonard	11 Ernest St Lake Cathie	
E. Sarham	16 Hilton Trotter Place West Kempsey	

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Name	Address (in full)	Signature
Robyn Burley	20 Waterside Way Lake Cathie	Robyn Burley
Edward Loney	20 Waterside Way Lake Cathie	Edward Loney
Robyn Breheny	12 Idant St, Camden Head 2443	Robyn Breheny
Teresa Hudson	82 Camden Rd Dunbogan 2443	Teresa Hudson
Vanessa Taylor	22 The Parade North Arm 2443	Vanessa Taylor
DREW TAYLOR	22 The Parade North Arm	Drew Taylor
KEN HOLDEN	5/88-89 THE PARADE NH	Ken Holden
MEL ANDERSON	81 BASS AVE, LAURIETON	Mel Anderson
Janece Adcock	23 Norman St, Laurieton	Janece Adcock
Ken McARTHUR	181 Lorne Rd Kendall	Ken McArthur
Cathy Clarke	5 Bergalia Cres, Camden Head	Cathy Clarke
Gabrielle Court	37 River St. Kendall	Gabrielle Court
Mary Tyquin	7 Lane St. Laurieton	Mary Tyquin
Georgina Kea	2 Haven Cct Laurieton	Georgina Kea
Tammy Breheny	17 Idant Street, Camden Head	T. Breheny

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Name	Address (in full)	Signature
Jason Browning	26 Corama Place	[Signature]
Leanne Stephens	26 Corama Place	[Signature]
Coatly Smethurst	3 McGilvray Road	[Signature]
Carlton Saul	Jungarra Crescent	[Signature]
Phil Corby	Seabreeze Ct. Bonny Hills	[Signature]
Terri Anker	100 Ocean Dr Bonny Hills	[Signature]
Mouly Connors	27A CAMDEN HEAD RD DUNBOGGIN	[Signature]
Dale Genn	Bonny Hills	[Signature]
L12 RIDLAND	KALPARRA CLOSE BONNY HILLS	[Signature]
Judy Stewart	33 Jordan Ave., Bonny Hills	[Signature]
Trudy Hardy	953 OCEAN DR BONNY HILLS	TRUDY HARDY
Amel Greger	27 Rainbow beach Dr Bonny Hills	Amel Greger
P. Gates	14 Bankia Ave Bonny Hills	P. Gates
Kaye McCARTHY	3 Resolution Pl Lakeland	[Signature]

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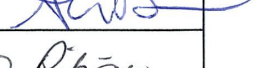
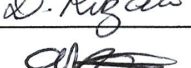
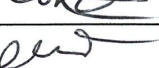

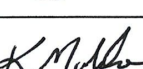
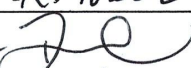




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Name	Address (in full)	Signature
Stephen Adams	21 Idant St, CAMDEN HEAD	
Jennifer Adams	21 Idant St Camdenhead	
Janice White	19 Idant St, Camden Head	
Sarahy Lindsay	12 River St Comboyne	
Roxanne Bree	19 Birramal Dr. DUNBOYNE	
Ali Bree	19 Birramal Dr Dunboyne	
DIANE RITZAU	43 FLINDERS DRIVE LAURISTON	
COURTNEY ROSE DONEY	7 OAK CL LAKEWOOD	
Meran Wilkens	40 SIRIUS DR LAKEWOOD	
Tracy Williams	53 main Street Comboyne	
KEIS MICHELMORE	15 OCEAN ST. NIM HAVEN	
DAN UNDERHILL	26 COOPERABUNG DR, TELE POINT	
Jessica Holmes	216 Investigator Way Lauriston	
Lucy Gray	34 Waterview Crescent	
Noureen Campbell	10 Leynton Close	

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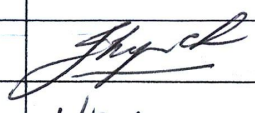
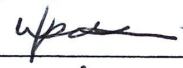


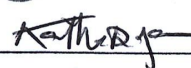
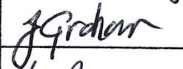








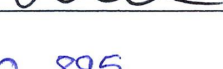
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Name	Address (in full)	Signature
JOHN LYNCH	27/478 OCEAN DRIVE	
WADG BELLAMY	18 LADY PENRYN COURT, DUNBOGAN	
Giselle Gahan	24 Flinders DVE	
Catherina Ryan	the Belvedere Dunbogan	
Katherine Ryan	PO Box Laurieton NSW	
JANET GRAHAM	GRASTREEWAY ROSSGLEN	
Cathryn Randal	22 Larimar Loop Lake Cathie P 2445	
Michael Farrell	101 The Parade North Haven	
Leanne Dimond	10 St Vincents Way Dumblyrig	
MARGO WRIGHT	57 PEACH GROVE LAURIE TON	
Martie Kuhn	48 Koonwarra Street West Haven	
ANTONY MORRIS	32 KINGSFORD RD LOGANS CROSS	
DANA MORRIS	3 CHEESETREE PL LAKE WOOD	
Shannon Daven	11 Rowthorn Way Pines	
Martin Tait	30 Church St Meridan	

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Vicki Chopping	4 ALLENWOOD ST	V Chopping
Janet Cohen	4 Idant St C Head	J Cohen
Glenn Brewer	4 Idant St. Camden Head 2443	Glenn Brewer
Michael Negus	49 Mawson Cres, North Haven	M Negus
Kyle Johnson	29 Honeysuckle Ave Lakewood	K Johnson
Alex McCormick	22 Springhill Pl, Lake Cathie	A McCormick
Benita Maby	9 Antilles Way Lake Cathie	B Maby
PAMELA HOWARD	9 Sandpiper Cr Lakewood	P Howard
Angela Stinger	69 Scrubrough way Dunbar	A Stinger
Christine Strong	24 Kew Road, LAURINGTON	C Strong
Michelle Lopert	18 Red Cedar Ridge Kew	M Lopert
Annette Dunn	29 Bold St Lauriston	A Dunn
Alan Leek	164 CAMDEN HEAD RD CH.	A Leek
JUDITH LEAK	164 CAMDEN HEAD RD CH	J Leek
SHARON MURRAY	109/152 DIAMOND HEAD RD. DUNBOON	S Murray

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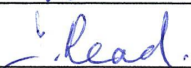
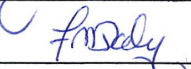




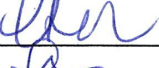
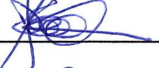

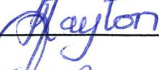


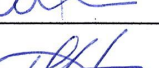
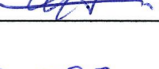
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Diane Westerhuis	522 Ocean Dr North Haven	
Jan Read	17 ROSEWOOD COURT LAKEWOOD	
Fran Daly	Gameron St, Wauchape	
Giselle Brane	26 Robin Dr Port Macquarie	
Patricia Murchie	10 Black Swan Tee WEST HAVEN	
Peggy Eatw	30 Kirmington Trce West Haven	
Tessa Peko	3 Birmahall Dr. Dordogne	
Chon Ansell	52 Cleane Dr, Kendall	
David Johnson	29 Honeysuckle Ave Lakewood	
Wendy Shipley	52 Waterview Cres West Haven	
Jaqueline Layton	15/21 Gore St Port Macquarie	
MARGARET RICHARDSON	18/11 RESORT RD. Kew.	
SUE DUFFIELD	121 DAMPIER CRT LAKE CATHE	
Dianne Moore	10 Mountain View Rd Kew	
Connie McCudden	Panorama Drive Bonny Hills	

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Julie Robert	8 Mill St Larnieton	Julie Robert
NARDEAN PARSONS	10 BAIN PL BONNY HILLS	<del>Nardean Parsons</del>
MAX PARSONS	10 BAIN PL BONNY HILLS	Max Parsons
JOHN SUMMERS	8 FOURTH AVE BONNY HILLS	John Summers
SALLY WALTERS	12 THIRD AVE BONNY HILLS	Sally Walters
DAVID THORNTHWAITE	27 JORDAN AVE BONNY HILLS	David Thornthwaite
ELLY THORNTHWAITE	27 JORDAN AVE BONNY HILLS	Elly Thornthwaite
TRAVIS ALLEN	9 FIRST AVE BONNY HILLS	Travis Allen
JOHN STOKES	16 SECOND AV. BONNY HILLS	John Stokes
Tom McCudden	13 Third Ave Bonny Hills	Tom McCudden
Aileen Fitzpatrick	8 Fourth Ave Bonny Hill	Aileen Fitzpatrick
Darryl Gill	4 FOURTH AVE BONNY HILLS	Darryl Gill
Diane Norris	316 North Branch Rd LORNE	Diane Norris
STEVEN DAIKES	12 JUNGARA CRES B/HILLS	Steven DAIKES
SHIRLEE MARCHMENT	12 FIRST AVE, Bonny Hills	Shirlee Marchment

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
 Address: 44a Cameron Street, Waudhope Email: groups@hastingslandcare.org.au



Petition to the Councillors of PMHC to adopt the Endorsed Camden Head Draft Master Plan (2024)

### PETITION

#### To the Councillors of Port Macquarie-Hastings Council

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You acknowledge that any information provided below may be a public record when considered by Council.

Name	Address (in full)	Signature
Willie Jones	47 St Albans Way West Haven	<i>Willie Jones</i>
MARGARET NICOLSON	1/15 Eagle Pl. Lake Cathie	<i>M. Nicolson</i>
Leanda King	78 Kendall Cres Bonny Hills	<i>L. King</i>
Raye Mulvey	49 Kendall Cres Bonny Hills	<i>R. Mulvey</i>
Syrette Leeson	26 Bundella Ave, Lake Cathie	<i>S. Leeson</i>
Bob Wilson	31 Kendall cres Bonny Hill	<i>Bob Wilson</i>
Thom Wilson	31 Kendall Cres Bonny Hill	<i>Thom Wilson</i>
Karen Low	8/349 Ocean Dve W HAVEN	<i>K. Low</i>
Karen Ashley	35 Jordan Avenue Bonny Hills	<i>K. Ashley</i>
Janet McGregor	39 Summer Cct Lake Cathie	<i>J. McGregor</i>
PETER MCGREGOR	39 SUMMER CCT LAKE CATHIE	<i>P. McGregor</i>
Graeme Jones	41/1333 Ocean Drive L. Cathie	<i>G. Jones</i>
Lorraine Jones	" " " "	<i>L. Jones</i>
Tyler Jones	282 ocean drive, Lakewood	<i>T. Jones</i>
Keith Gog	15 SECOND AVE Bonny Hills	<i>K. Gog</i>

Lodged by: Robyn Carnezzato Contact Phone: 0493 600 895

Address: 44a Cameron street, Wauchope email: groups@hastingslandcare.org.au

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Name	Address (in full)	Signature
MARK WALTERS	12 THIRD AVE BONNY HILLS	M Walters
Matt Lees	5 Hill Street Bonny Hills	M Lees
Ben Bayes	7 Second ave Bonny Hills	B Bayes
Chris Bartlett	7 First Ave Bonny Hills	C Bartlett
JUSTIN HOAD	2A FIRST AV BONNY HILLS	J. Hoad
Leanne Hopwood	10 First Av Bonny Hills	L Hopwood
Geoff Hopwood	10 First Av Bonny Hills	G Hopwood
Ruth Kleenup	7 Hill St Bonny Hills	R Kleenup
LESA PROUSE	7 Second Av Bonny Hills	L Prouse
Ben Bayes	7 Second Av Bonny Hills	B Bayes
STEVE JAMES	28 JOHN PHILLIP DR BONNY	S James
BILL HOWELL	11 SCARBOROUGH CRSB. HILLS	B Howell
Sue Alderson	11 SCARBOROUGH CRSB. HILLS	S Alderson
Neil Smith	879 OCEAN DR BONNY HILLS	N Smith
Margaret Kernahan	879 Ocean Dr Bonny Hills	M Kernahan

Lodged by: Robyn Camozzato  
Address: 44a Cameron Street, Wandoope

Contact Phone: 0493 600 895  
Email: groups@hastingsandcare.org.au



Petition to the Councillors of PMHC to adopt the Endorsed Camden Head Draft Master Plan (2024)

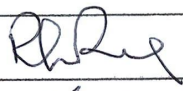






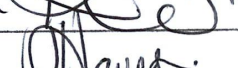







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Name	Address (in full)	Signature
PRENNIE	2 BINBILLA DRIVE <sup>Bonny Hills</sup>	
Michael Geronimi	5 First Ave Bonny Hills	
Jasmyne Debreleny	49 Riverbreeze Drive Crosslands	
Sam Wignall	850 Ocean Dr Bonny Hills	
Steve Bartlett	7 First Ave. Bonny Hills	
Ben Standring	11 Bartlett St Bonny Hills	
Sam Standring	"	
Kate Willis	21 2 Bartlett St Bonny Hills	
J. Hawkey	Cl. 2 Bartlett St Bonny Hills	
Rick GRAMM	5 ELIZABETH ST BONNY HILLS	
JAMES GRAHAM	5 ELIZABETH ST BONNY HILLS	
ANN GRANTAM	"	
DARREN BUDINI	12 FIRST AVE, BONNY HILLS	
T. J Budini	"	
Colton Budini	"	

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
Address: 44a Cameron Street, Nauchape Email: groups@hastingslandcare.com.au

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You acknowledge that any information provided below may be a public record when considered by Council.

Name	Address (in full)	Signature
H KONING	6 Monarch Ct	H King
Andrew Moll	7 Seavist Place	amoll
Ray Ashton	144 Kenwood Drive Lake Cathie	Ray Ashton
Neil Badger	8 HORSCHOLD ST PORTMACQUARIE	Neil Badger
Jenny Clue	3/34 Bold St Lauriston	Jenny Clue
SIMON ABELH	80 MANNING WAY KENDALL	Simon Abell
E DRINKWATER	5/12 Burawan St Port Macquarie	E Drinkwater
PEER DRINKWATER		Peer Drinkwater
Les Sloan		Les Sloan
Annette Pearsall	228 Watters St, Port Macquarie	A. Pearsall
Wendy TAYLER	Thirlfield Pkwy Thirroul	Wendy Tayler
Robyn Grieco	140 Mathew Flinders Dr. 2444	R. Grieco
Carol Woodhouse	27 Kelvin Grove Port Mac	Carol Woodhouse
Christine Klerdesch	10/12 Emerald Drive Port Macquarie	CKlerdesch
Scott Brehan	17 Idara St Camden head	Scott Brehan

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
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Name	Address (in full)	Signature
PHILIP PROUDFOOT	13 CAMDEN HD RD, DUNBOGAN 2443	Philip Proudfoot
Hugh Hamilton	5 Bay St Dunbogan	Hugh Hamilton
Julie McInerney	8 Allenwood St, Camden Hd.	J. McInerney
Robert Montgomery	99 Bacon St Grafton	R. Montgomery
JANET GRAHAM	8 GRASSTREE WAY ROSS GLEN	Janet Graham
Hayley Proudfoot	6 Bergalia Cres Camden Head	Hayley Proudfoot
Mitch Proudfoot	6 Bergalia Cres Camden Head	Mitch Proudfoot
Jamie Allen	43 Camden Rd Dunbogan	Jamie Allen
John Dawes	43 CAMDEN RD Dunbogan	John Dawes
ZITA MOORE	15 CAMDEN HEAD RD DUNBOGAN	Zita Moore
Will Howard	15 Unique Close Camden Head	Will Howard
Chris O'Donnell	84 Camden Head Dunbogan NSW	C O'Donnell
Margaret Cohen	80 Under Ave Dunbogan	M. Cohen
Terry Kear	3 Selandar Pl.	TERRY KEAR
M. White	78 Fiona Crescent Lake Cathie	M. White

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
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Name	Address (in full)	Signature
Don Selway	20 Admirals Circle, Lakewood <sup>2443</sup>	Don Selway
BARRY BARR.	152 Sunnyvale Rd Kew	B. Barr
Keith Whitworth-Guy	34 Sullivans Road Lorne	KEITH GUY
MARGARET O'BRIEN	50, SULLIVANS ROAD, LORNE	M. O'Brien
Elizabeth Van Ryn	Sullivans Road Lorne	EV
Mona Wallace	31 Graham ST Kendall	
Richard Cullen	185 Sullivans Rd Lorne 2439	R. Cullen
Christine Cullen	" " " "	C. Cullen
INGRID CULLEN	" " "	Ingrid Cullen
Stephen Foot	11. Fairwinds Ave Lakewood	S. Foot
Truus Floor	37 Admirals Circle Lakewood	T. Floor
ANTHONY FLOOR	37 ADMIRALS CIR. LAKEWOOD	A. Floor
Dean Jones	5 Fairwinds Av Lakewood	D. Jones
Gai Bell.	7 Fairwinds Av. Lakewood	G. Bell

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Name	Address (in full)	Signature
Melissa Feamley	24 Comboyne St. KENDALL NSW 248	mfeamley
Fran Allwood	141 Excelsior St, Lisarow	Allwood
Ian Butler	13 Lilli Pilli Cl. Kew	Butler
Steven Hausfeld	33 Camden Hd Rd, Punbogan	Hausfeld
Les Mitchell	13/52 CALWALLA CRESC P.M.	Mitchell
JENNY LESTER	14 BULLOCK DR. WAUCHOPE	JLester
Marg Riehl	2 Allenwood St, Camden Head	M Riehl
Louise Hoode	50 Northshore Drive. PM.	L Hoode
Joanna Bordes	37 Yarruma Dr Port Macquarie	J Bordes
Mark BANSLEY	51 Comboyne St Kendall	BANSLEY
Sarah Baranley	51 Comboyne St KENDALL	S Baranley
Rochelle Wilson	2 Albert St Kendall	R. Wilson
Helen McReady	40 Comboyne St Kendall	Helen

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Address: 44a Cameron Street, Wauchope

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Name	Address (in full)	Signature
Philip Stacey	799 Collards Plain Rd. Telongoi East	
Alyse Jones	150 the Hatch Rd Blackman Pt 2444	

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Name	Address (in full)	Signature
KATHY POLLARD	15 LILLI PILLI CLOSE KEW	K Pollard
Van Barnard	10 Victoria Pl West Hm	Barnard
Veronique PIVAR	9 Prince of Wales Drive Dunbogan	Veronique Pivar
Jeanne-Claude PIVAR	" " " "	JCPivar
Gillian Hawthridge	17 Brotherglen Rd Kew	G. Hawthridge
Sharon Raymond	16 Cornwallis Cl., Port Macquarie	S. Raymond
Carol Hindmarsh	13 Sirius Dr Lakewood	C. Hindmarsh
LOREANNE BRENNAN	18 MAGELLAN L. BONNYHILL	L. Brennan
Natalie Johnson	29 Honeyrackle Ave, Lakewood	N. Johnson
Penelope Miles	36 Eames Ave Northaven	P. Miles
Judy Maloney	9 Flinders Dr, Laurieton	J. Maloney
Kat Campbell	Reef Close Port Macquarie	K. Campbell
Rob Bruce	Resort Rd Kew	R. Bruce

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Address: 44a Cameron Street, Wauchope Email: groups@hastingslandcare.org.au



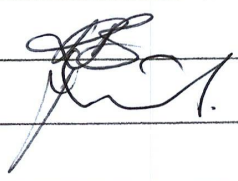
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Name	Address (in full)	Signature
Rachael Breakspear	840 OCEAN DR BONNY HILLS	
Jim Marchmont	12 FIRST AVE BONNY HILLS	

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
Address: 44 a Cameron street, Wauchope Email: groups@hastingslandcare.org.au



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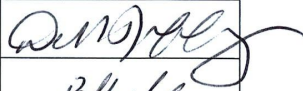






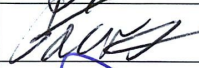
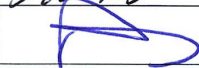


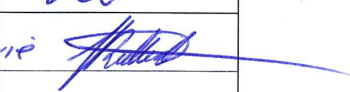
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Name	Address (in full)	Signature
Dawn Jeffrey	10 Grace Close PMQ	
Brenda Hasky	6 Castle Court PMQ	
Debbie Stoditon	13 Kestrel Close, PMQ	
Kylie Everett	30 Stockwhip pl Wauchope	
Carole WYNNIK	20 THURMSTER ST. P.M.	
HELMUTH WYNNIK	20 THURMSTER ST PMQ	
LYNDON HARRIS	43/90 SEAFRONT CCT BONNY HILLS	
Joan, Viorisakis	522 OCEAN DR	
Beck mikes	8 Anetyslwy PortM	
Fran Mitchell	7 Wesley Avenue	
Elaine Newell	9 Archibald St	
Alicia Ridland	23 Puccini Place. Port Macquarie	

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
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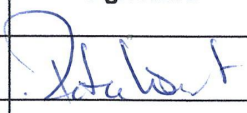

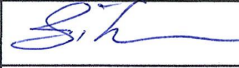







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Name	Address (in full)	Signature
PETER WEST	10 BERGALIA CR CAMDEN HEAD 2443	
SUSAN PROUST	10 Bergalia Crescent Camden Head 2443	S. Proust
Fiona Neulle	11 Nannan (bse	Neulle.
FRAN SMYTH	22 Cherrygum St.	
Ian Kerr	103 Roach Rd Lower Pappinbarra	
Naomi Rynne	14 Ellesle Cres Lakewood	
Steve Wheatley	5 Ringtail Close Lakewood	
BRIAN MILLER	5 RINGTAIL CLOS LAKWOOD	
Debbie Berry	8 Bergalia Cres, Camden Head	
Holly Blattman	16 Bergalia Crescent, Camden Head	
Julie Berry	16 Bergalia Cres, Camden Head	
CHRISTINE BUTLER	1 WELGA PL, MARSFIELD	

Lodged by: Robyn Camozzato Contact Phone: 0493 600895  
Address: 44a Cameron Street, Wauchope Email: groups@hastingslandcare.org.au

# PETITION

**You acknowledge that any information provided below may be a public record when considered by Council.**

[illegible]

Contact Phone: 0493 600 895  
Email: groups@hastingslandcare.org.au



Drop off: Kylie's Art Studio, 66 Bold St.

Petition to the Councillors of PMHC to adopt the Endorsed Camden Head Draft Master Plan (2024)

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Name	Address (in full)	Signature
GARY TROUP	38 LORD ST, LAURISTON	[Signature]
JANE MCINTYRE	1352 LORNE RD, LORNE	J. McIntyre
TOM FERRIER	1352 LORNE RD, LORNE	T. A. Ferrier
ROSS BUTLIN	136 SULLIVANS RD LORNE	[Signature]
CAROLYN KELLY	120 THE RIDGEWAY BLACK CK 2439	C. Kelly
Peter Kelly	120 The Ridgeway BIK CK 2439	P. Kelly
Jack Newham	5. Bay St. Dundrogon	J. Newham
Jim Newman	34 Panorama Dr Bonny Hills	Jim Newman

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
Jane McIntyre 0432 633 047  
 Address: 1352 Lorne Rd Lorne 2439 Email: avocadofool@hotmail.com  
44a Cameron Street, Wauchope groups@hastingslandcare.org.au



# PETITION

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[illegible]

Contact Phone 0493 600 895  
Email: groups@hostingslandcare.org.au

Petition to the Councillors of PMHC to adopt the Endorsed Camden Head Draft Master Plan (2024)



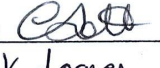


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Name	Address (in full)	Signature
Rebecca Rucker	38 Yarranabee Rd PMQ	
Rommel Nieuw	8 Dettwold Way	
Colette Scott	33 Able Tasman Dr. Lakeland NSW	
RAVINDER DOGRA	18 BURRAWONG DR PMQ NSW	
Lyn Scholze	24 The Spinnaker Port Macquarie NSW	

Lodged by: Robyn Camozzato  
Address: 44a Cameron Street  
Nandorpe

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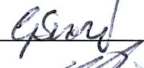




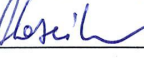

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Name	Address (in full)	Signature
ROB SNOW	79 MATTHEW FLINDERS DR. PMQ	
Gary Snow	10 Grandview Parade PMQ	
Andrew C/ST	17 Bourne St, PMQ	
Stuart Watson	3 Nelson St PMQ	
MARK CHAMPION	4 WATERVIEW CL PMQ	
Chris Denny	7 Jasmine St, PMQ	
Jan Snow	79. Matthew Flinders Ave	
ALEXEI WATSON	154A PACIFIC DR	

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
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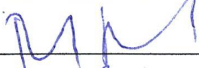

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Name	Address (in full)	Signature
Amy Maynard	2/105 The Parade North Haven	
PIER CORNELLON	2/522 Colgate Dr. North Haven	
PAUL ROWLAND	40 THE PARADE North Haven	
Grace Rullis	4 Graham St, Bonney Hills	
<del>XXXXXXXXXXXX</del>	<del>XXXXXXXXXXXX</del>	
<del>XXXXXXXXXXXX</del>	<del>XXXXXXXXXXXX</del>	

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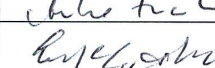
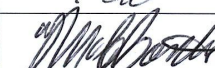
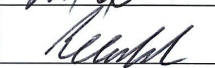
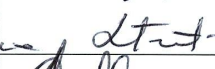
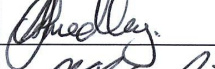



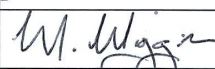

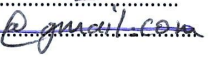
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Name	Address (in full)	Signature
Heather Watson	3 Nelson Street Port Macquarie NSW 2444	
Armin Fischer	19 Parklands Ave. Port Macquarie	
CARMEL TAPPING	17 HAMLYN DR. PT. MACQUARIE	
KATHRYN RYAN	33 DAHLSTADT DR, PORT MACQUARIE	
Anke Frank	248 FIDIOY PL, Port Macquarie	
ELAINE MCCARTHY	21 HASSALL ST, PORT MACQUARIE	
TERRY MCCARTHY	21 HASSALL ST PORT MACQUARIE	
Peter Hudd	214/1 GREENMEADOWS DRIVE PORT MACQUARIE	
Lindy Frost	89 Riverside Dr Port Macquarie	
MASAIR SMOLEY	118 GOWINGSHILL ROAD STERWOOD	
MOCK RENDERTON	14 ELLERSLIE CRS LAKEWOOD	
Alex Knowles	3 Banks St, Lakewood.	
Alexandria McApine	3 Banks St, Lakewood	
Peter Sattin	20 Meringa Drive. Port Macquarie	
MIKE WIGGINS	12 SECOND AVE, BONNY HILLS	

Lodged by: ~~LES MITCHELL~~  
Address: ~~1352 CALLAWALLA CR~~  
PORT MACQUARIE

Contact Phone: ~~0437 758032~~  
Email: ~~leslie.mitchell@gmail.com~~

Lodged by: Robyn Camozzato  
Address: 44a Cameron Street,  
Wauchope

Contact Phone: 0493 600 895  
Email: groups@hastingslandcare.org.au



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Name	Address (in full)	Signature
TOM LEDDEN	12 GRANDVIEW PDE PORT MACQUARIE	<i>[Signature]</i>
Anne CARRICK	12 Grandview " Pde. Pt Mac	<i>[Signature]</i>
Val Munford	536 SPRING CRG KING CREEK	<i>[Signature]</i>
Clare Walker	15 Mori Cl, King Creek	<i>[Signature]</i>
SIMON ABELL	80 MANNINGWAY KENDALL	<i>[Signature]</i>
RON WALKER	15 MORI CHASE KING CREEK	<i>[Signature]</i>
Gail Pickett	98 Bangalay Drive, Port Macq.	<i>[Signature]</i>
JULIA HADD	214/1 GREENMEADOWS DR. PMH	<i>[Signature]</i>
Kathleen Robison	18 28 BULKST, Port Macquarie	<i>[Signature]</i>
DAWN COIR	1/33 High St WAUCHOPE	<i>[Signature]</i>
K. Faler	99 Jupiter Cr. Port Macquarie	<i>[Signature]</i>
Jacki Millar	8 Waratah St Port Macq.	<i>[Signature]</i>
MARLENE WHITE	60 COMMODORE CR PORT MAC	<i>[Signature]</i>
Joanne Hayter	82 Crestwood Dr. Port Mac	<i>[Signature]</i>
Gary Hayter	82 Crestwood Dr Port Macq.	<i>[Signature]</i>

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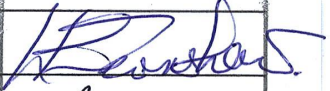
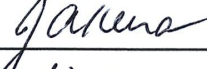







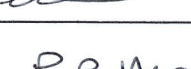
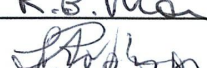
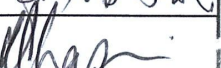


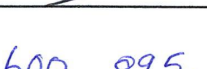
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LOUISE EARNSTON	MARRANBEE RD, KING CREEK	
Judy Keena	240 SARAH'S CR KING CREEK	
KATHY OREARY	30/230 HIGH ST WAUCHOPE	
ROBYN COOMBS	749 Beechwood Rd BEECHWOOD	
GIRANT MILLS	9 GLEN ST. PORT MACQUARIE	
Amy Hubers	PO BOX 400 Wauchope	
ROGER HAMMER	20 MAIN ST COMBOYNE	
Lava KOPRANT	20 Ocean St Comboyne	
Deb Hurrell	42 Rushutter Way Port Mac	
Madeleine Titterton	7 COORELLA CIRCUIT, PORT MACQUARIE	
REX MOIR	UNIT 5, 50 OWEN ST PMQ	
Gordon Robison	PO BOX 1047 Port Macquarie	
David Chapman	12 Engowra Pl P.M.	
ROSEMARY BLACK	14 MARRANBEE RD PMQ	
Callie Ellis	28 Kingfisher RD, PMQ	

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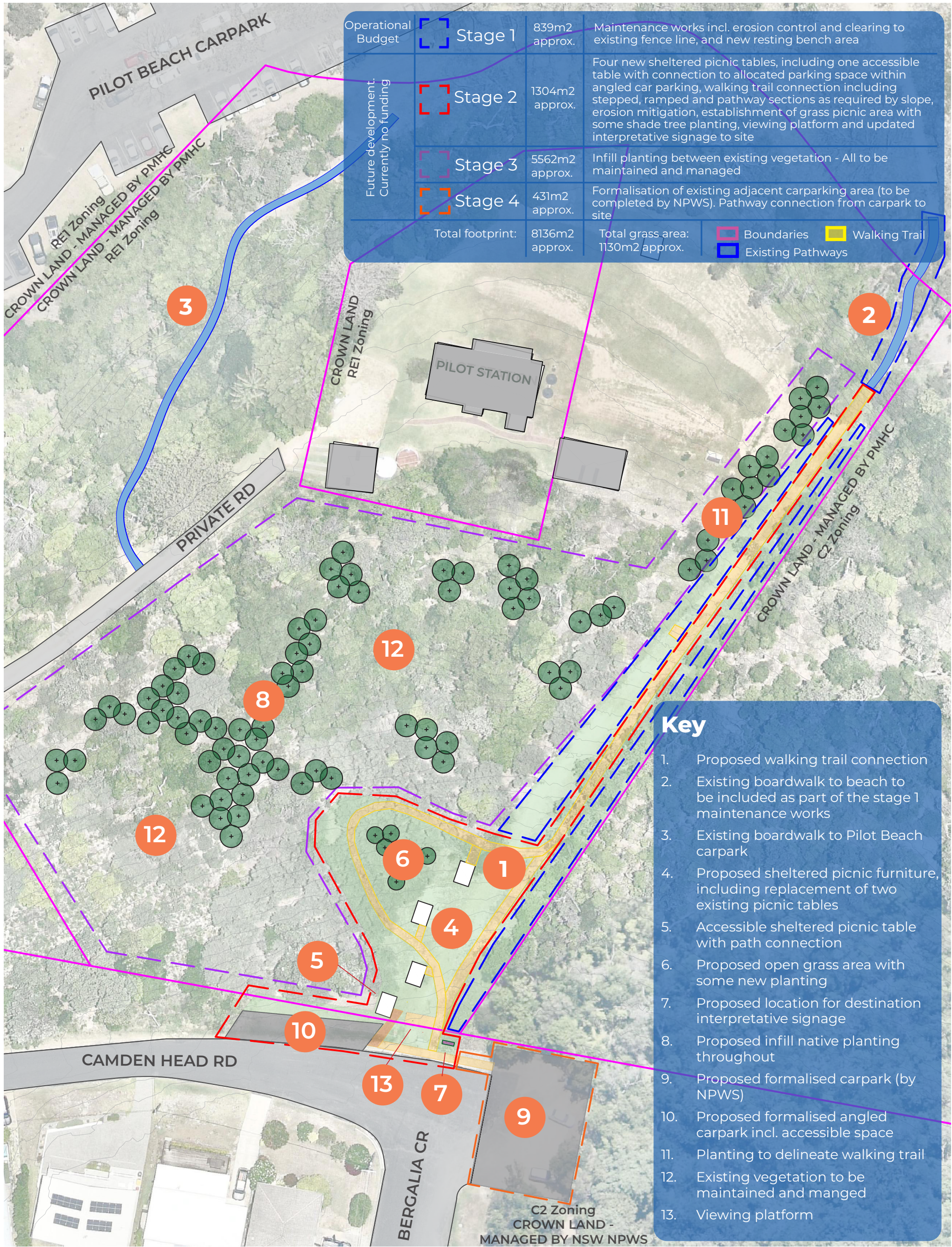
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Isha Loh	5 Nelson St Port Macquarie	Isha Loh
Rick Loh	5 Nelson St Port Macquarie	Rick Loh
Tony Williams	262 Crestwood Dr. P. Mac	Tony Williams
Stuart Watson	3 Nelson St Pt Mac	Stuart Watson
MICHAEL TAYES	10 Duck Place, PT MAC	Michael TAYES
Dale Howard	80 Savoy St, Port Macquarie	Dale Howard
BROOKE CARROLL	1/5 DIANECA RD, PT MAC	BROOKE CARROLL
Megan Watson	46 Savoy St Port Mac	Megan Watson
Brian Parsonage	15 Daintree Lane Port Mac	Brian Parsonage
MEREDITH HANDS	15 Daintree Lane Port Macquarie	Meredith HANDS
Fan Pearce	4 Kalinda Dr Port Macquarie	Fan Pearce
Rob Pearce	7 Kalinda Dr Port Macquarie	Rob Pearce
Anna Johnston	27 Arncliffe Ave. Port Mac	Anna Johnston
GARY ROUGHLEY	4 NELSON ST PORT MAC	GARY ROUGHLEY
Shirley Roughley	4 Nelson St, Port Mac	Shirley Roughley

Lodged by: Robyn Camozzato Contact Phone: 0493 600 895  
 Address: 44a Camozzato Cameron St, Wauchope Email: groups@hastingsandare.org.au





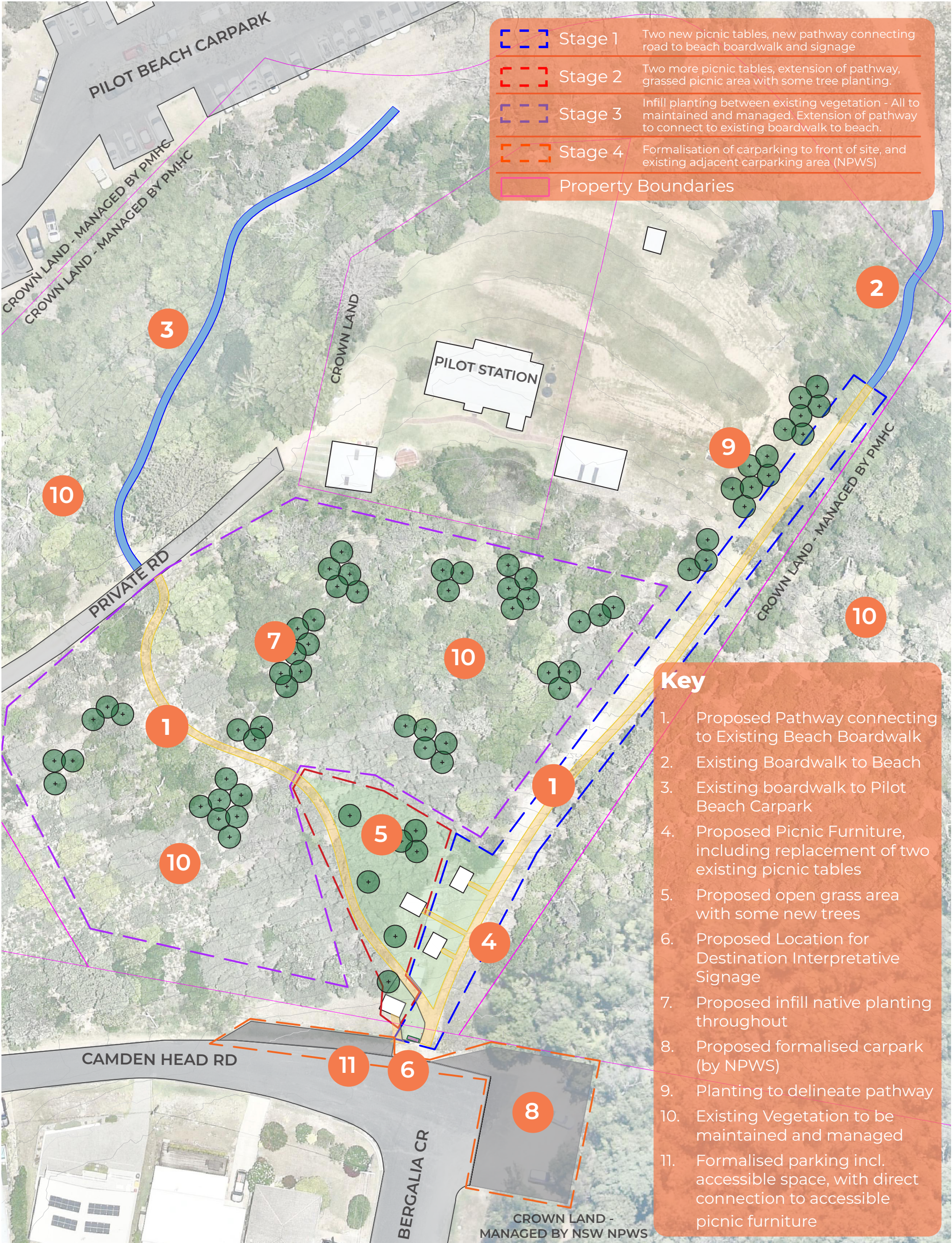
July 2024

Camden Head Master Plan  
Staged Design



PORT MACQUARIE  
HASTINGS COUNCIL





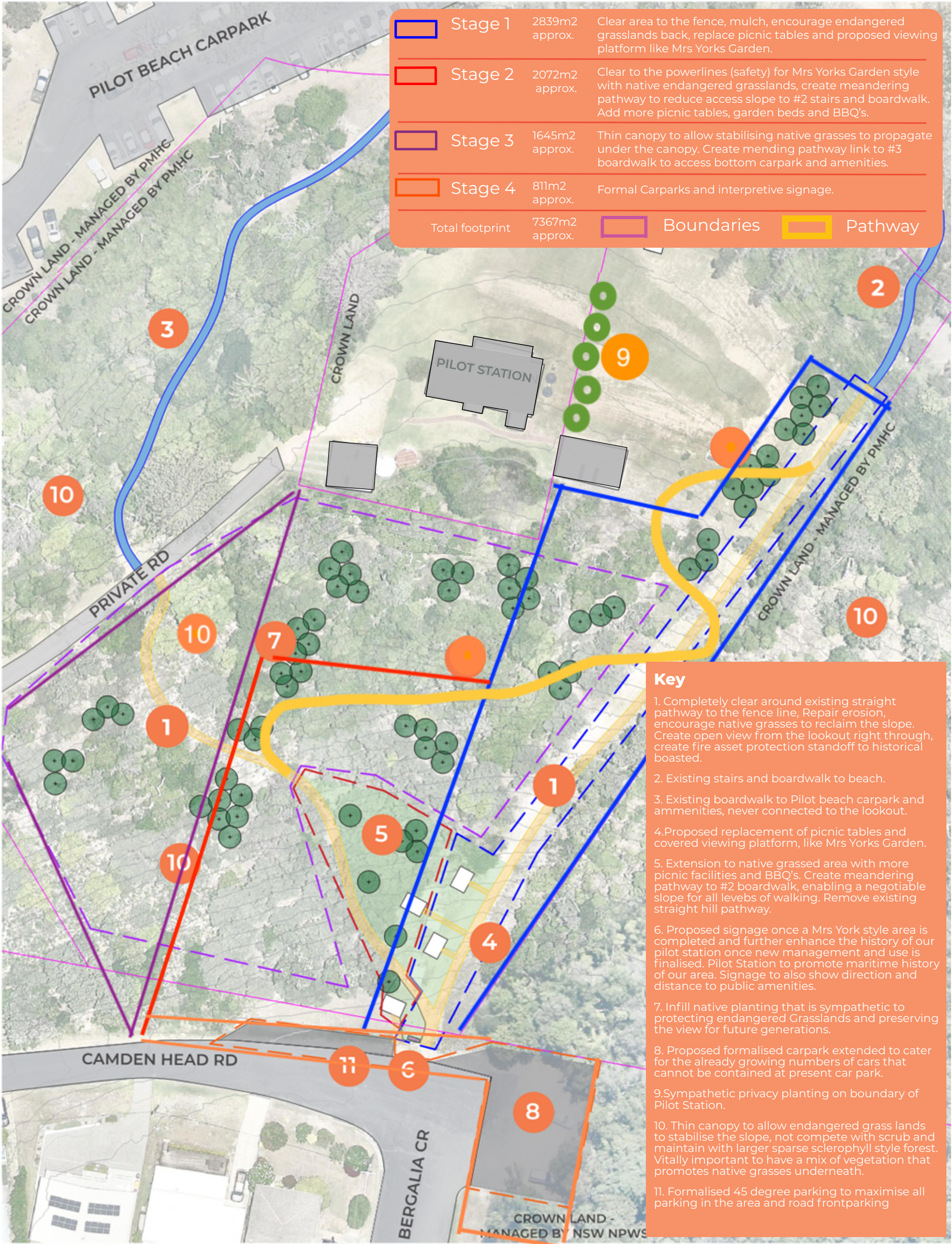
May 2024

# Camden Head Masterplan Staged Concept Design



PORT MACQUARIE  
HASTINGS COUNCIL





May 2024

# Camden Head Individual Stakeholder Proposal

## Staged Concept



**Linda Kocis**

---

**From:** Mayor Peta Pinson  
**Subject:** Meeting David's Office Wednesday June 12

---

**From:** David Roods <david.roods27@gmail.com>  
**Sent:** Monday, June 17, 2024 12:46 PM  
**To:** Mayor Peta Pinson <mayor@pmhc.nsw.gov.au>  
**Cc:** david.gillespie@aph.gov.au  
**Subject:** Re: Meeting David's Office Wednesday June 12

You don't often get email from [david.roods27@gmail.com](mailto:david.roods27@gmail.com). [Learn why this is important](#)

Hi Peta,

I hope you are well, firstly I appreciate yours and David's time last Wednesday. I appreciated the insight into local government and the perspective by David on Federal politics.

Peta I raised the following to be put forward to your fellow Councillors.

1. The naming of the Grand Stand at the Wauchope Rugby League field's.

I communicated to you just how generous the Bain family were to the Hastings Community.

Lank Bain generously gifted the people of the Hastings the track of land which encases the Wauchope Greyhound Club, the Wauchope Horse Racing track and the land that occupies the Junior League fields and the Premier Rugby League field in the District.

Peta I was disappointed upon my return to the District to visit my old stomping ground and a Ground that I played first grade on with my late brother that there was nowhere recognising "Athol Lank Bain".

I am requesting that a sign be erected on the Grandstand recognising Lank's generous contribution. The sign confirmed by Lank's only daughter Margie Barnes nee Bain is to read  
"The Athol Lank Bain Stand" "True Blue"

I would also appreciate the work to be finalised by Sunday 25 August. This day is quite significant for the Wauchope District Rugby League Football Club. The day is dedicated to my nephew Ged Roods, Ged unfortunately passed away in 2020, the teams play off for the

"Ged Roods Cup" Wauchope Blue's V Port Sharks.

An unveiling of the naming prior to the commencement of the first grade fixture would be ideal.

Yours Sincerely

Dave Roods  
M.0401771837  
17 June 2024.



# End of Term Report



June 2024



PORT MACQUARIE  
HASTINGS COUNCIL

Hastings Youth Voice  
End of Term Report



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## Hastings Youth Voice End of Term Report



### WHO ARE WE AND WHAT DO WE DO?

We are Hastings Youth Voice (HYV), a group of 13 high school students acting as a reference group to Council on youth priorities. As volunteers, we talk to our peers at school, work, events, and at social gatherings to ensure young people have a say in decision-making. Our goal is to make sure programs are delivered where they're needed most. We collaborate with staff to secure grants for infrastructure, events, and programs that enhance youth life.

Tahila Dean-Smith

Nicholas Hodges

Mia Healy

Katelyn Walsh

Atticus Starr

Ashlee Foley

Harper Rice

Matilda Shields

Arielle Reid

Jack Carroll Fitzpatrick

Xavier Witney

Olivia Gibson

Braizon Sargent

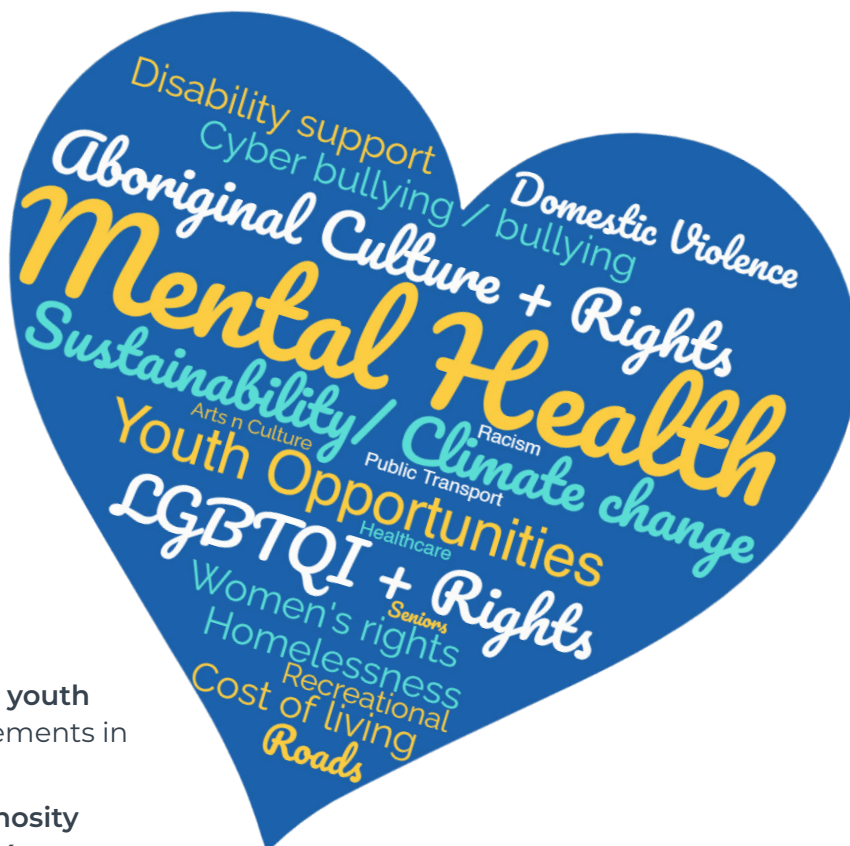




## Hastings Youth Voice End of Term Report



### YOUTH PRIORITIES



- To deliver **inclusive youth events** and engagements in our focus areas
- To become a **Luminosity Youth Summit 2024** event partner
- To bring the **Australian UN Youth Ambassador** to Port Macquarie
- To attract **new members**
- To undertake a **youth priorities survey** in 24/25

### YOUTH ADVOCACY

- \$40,500 in grants to deliver youth events
- Platinum partner of Luminosity Youth Summit
- Exhibitor and Survey partner at Youth Summit
- Sponsored the Australian UN Youth Ambassador's visit in July 2024
- Attended monthly meetings with Council staff
- Provided input on the Walking & Cycling Review and draft 24/25 Operational Plan

# Hastings Youth Voice End of Term Report



## YOUTH EVENTS

### Pineapple - September 2023

Our first foray; 'Pineapple'. HYV designed the program and hosted the activation events in the park over 5 days. Events included: Bands & BBQ, Theatre Improv, Sand art beach day, Big art workshop and Movie night.

Supporting positive mental health and friendship.

300 youth attended.





## Hastings Youth Voice End of Term Report



### Youth Week - April 2024

In the priority area of homelessness and advocacy, we supported Youth Homelessness Day.

We went to Chris Proctor's artist workshop learning about creative businesses and youth installations for ArtWalk Youth Precinct.

The Cosplay parade at the Library was funded through our grant.

485 young people attended Youth Week events and 25,000 visited ArtWalk, many of whom would have travelled through the youth precinct.





# Hastings Youth Voice End of Term Report



## Skate Day - 14 April 2024

In our priority area of safe communities we had a learn to skate and positive skate culture day at Lake Cathie.

68 kids registered for the TOTEM pro skater, mentor and jam sessions.





# Hastings Youth Voice End of Term Report



## ArtWalk - 7 June 2024

We were instrumental in bringing the first ever Youth Precinct to ArtWalk 2024; a free event attended by over 25,000 people.

The youth space was managed by HYV volunteers and the programming in that zone was all about showcasing young creative artists and musicians.

The precinct included interactive and live art, music, hands on sand art, a giant projection, food trucks and art exhibitions.





## Hastings Youth Voice End of Term Report



### WHAT'S NEXT?

- Funding secured for youth events in the winter and spring school holidays: A skate day in Port Macquarie on 13 July and Pineapple 2.0 events in October.
- Exhibit and recruit for new members at Luminosity Youth Summit
- Survey youth for their 24/25 priorities
- Attend a HYV masterclass with the UN Youth Ambassador
- Meet and greet with Councillors after the elections

## Port Macquarie Hastings Council

BIRPAI COUNTRY

PO Box 84 Port Macquarie NSW 2444

Web [pmhc.nsw.gov.au](http://pmhc.nsw.gov.au)

Email [council@pmhc.nsw.gov.au](mailto:council@pmhc.nsw.gov.au)

Tel **6581 8111**

Socials [@pmhcouncil](#)    

# 3 Your Business and Industry

## What we are trying to achieve

A region that is a successful place that has vibrant, diversified and resilient regional economy that provides opportunities for people to live, learn, work, play and invest.

## What the result will be

We will have:

- A strong economy that fosters a culture supportive of business and ensures economic development of the region
- Townships, villages and business precincts that are vibrant commercial, cultural, tourism, recreational and/or community hubs
- A region that attracts investment to create jobs
- Partnerships that maximise economic return and create an efficient and effective business environment

## How we will get there

- 3.1 Embrace business and a stronger economy
- 3.2 Create vibrant and desirable places
- 3.3 Embrace opportunity and attract investment to support the wealth and growth of the community
- 3.4 Partner for success with key stakeholders in business, industry, government, education and the community

PORT MACQUARIE  
AIRPORT

May 2022

A facility of Port Macquarie-Hastings Council

PORT MACQUARIE  
HASTINGS COUNCIL

# FLY NEIGHBOURLY AGREEMENT



This *Fly Neighbourly Agreement (FNA)* is a voluntary code of practice endorsed by General Aviation aircraft operators based at Port Macquarie Airport in the interests of reducing the disturbance caused by pilot training aircraft in the vicinity of Port Macquarie Airport.

This FNA acknowledges that aircraft noise is an unavoidable consequence of aircraft activity, particularly in close proximity to the Airport and does not aim to cease aircraft noise, nor to reduce the level of aircraft activity, but aims to mitigate the impact of aircraft noise on residents through the practical noise mitigation measures set out below.

The content of the FNA will be reviewed after an initial 12-month trial period, which will

provide the opportunity to seek further input from the community, Airport stakeholders and relevant authorities.

The primary geographic area of the FNA is nominally within 2nm (3.7km) of Port Macquarie Airport, as illustrated in Figure 1.



Figure 1: FNA primary geographic area



**SAFETY FIRST**

Safety is paramount at Port Macquarie Airport.

Aircraft operators utilise the aerodrome and its facilities in accordance with relevant obligations for the purpose of appropriate private or commercial activities.

All aircraft operations are conducted in accordance with Civil Aviation Regulations and mandatory aviation operating and safety procedures have precedence over the FNA in all circumstances.

**LIMITING CONTINUOUS  
CIRCUIT TRAINING  
HOURS**

A vital part of pilot training is “circuit training”, which involves repeated take-offs and landings, and flying along a designated path that is within sight of the Airport at all times.

At Port Macquarie, circuit training is conducted with a standard left hand (the most common) circuit, meaning that aircraft turn left after take-off and fly in an anticlockwise direction around the Airport.

When wind and traffic conditions permit, pilots are encouraged to operate off runway 03 with circuits conducted to the west of the airport.

To minimise the noise impact on Airport neighbours, continuous circuit training hours will be limited to:

**DAYLIGHT SAVINGS**

– Monday to Friday 0700hrs-2200hrs AEDT

**WINTER**

– Monday to Friday 0700hrs-2100hrs AEST

**SATURDAYS**

– 0800hrs-1800hrs

**SUNDAYS AND PUBLIC HOLIDAYS**

– No continuous circuit training

*Note: Exemptions apply – refer to undertakings 2, 3 on page 3*

Port Macquarie Airport operates 24 hours a day. Non-training aircraft departing or returning to the Airport are not subject to these training limits and may still need to fly around a circuit to land safely.

It is also acknowledged that emergency services operators including police, fire, search and rescue and infrastructure-monitoring operations may not always be able to adhere to the guidance contained herein.

**FLYING HIGH TO  
LESSEN NOISE**

Pilots are required by law to maintain a safe altitude at all times, including when flying over residential areas. Aside from landing or taking off, the minimum height a plane will fly is 1,000ft over inhabited areas and 500ft over uninhabited areas or the sea (Figure 2).

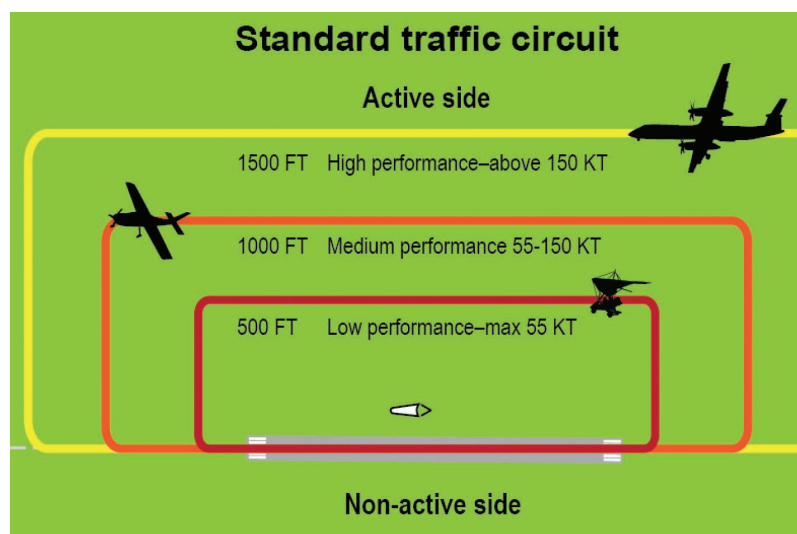


Figure 2: Lateral and vertical separation in the standard aerodrome traffic circuit

Flying around the Airport circuit does involve planes being below this height when they are landing or taking off, however as soon as practical pilots will fly at 1,000ft which decreases noise impacts on surrounding areas.

Note: The Civil Aviation Safety Authority may issue an exemption to altitude requirements for training purposes.

## FLY NEIGHBOURLY UNDERTAKINGS

General Aviation operators at Port Macquarie Airport are committed to reducing the impact of their operations on the surrounding community, while maintaining the safe operation of aircraft, according to the following undertakings:

1. Conduct continuous circuit training during the *Circuit Training Hours of Operation*, being:

### MONDAY TO FRIDAY

- 0700hrs-2200hrs AEDT
- 0700hrs-2100hrs AEST

### SATURDAY

- 0800hrs-1800hrs

### SUNDAY AND PUBLIC HOLIDAYS

- No continuous circuit training

2. Recreational aircraft (up to 600kg MTOW) may commence continuous circuit training from 0600hrs Monday to Friday.
3. Operators may catch up on lost time caused by weather, airspace, technical or other disruptions, on Sundays between 0800hrs and 1600hrs.
4. Operators will implement their own procedures to practically and safely manage the number of aircraft operating in the circuit at any one time, preferring to maintain four or fewer aircraft in the circuit where practicable.
5. Preferred use of runway 03 (*Figure 3*) when wind and traffic conditions permit, with circuits conducted to the west of the Airport.
6. Commensurate with traffic situation and aircraft performance operators will implement their own procedures for turning crosswind after take-off that considers the impact of aircraft noise on residential areas.
7. When conducting Precautionary Search and Landing – not operating below 500ft within the vicinity of the runway, otherwise not below 700ft.
8. Aircraft engine ground operations performed by an aircraft maintenance organisation, for the purpose of aircraft engine diagnosis and testing, should only be performed during the hours of 0700hrs and 1800hrs all year round. This excludes urgent maintenance engine test operations required for a commercial operator and engine ground operations, including pre-take off engine functionality checks.
9. Minimising low level flight over built-up areas in accordance with Civil Aviation Regulations.

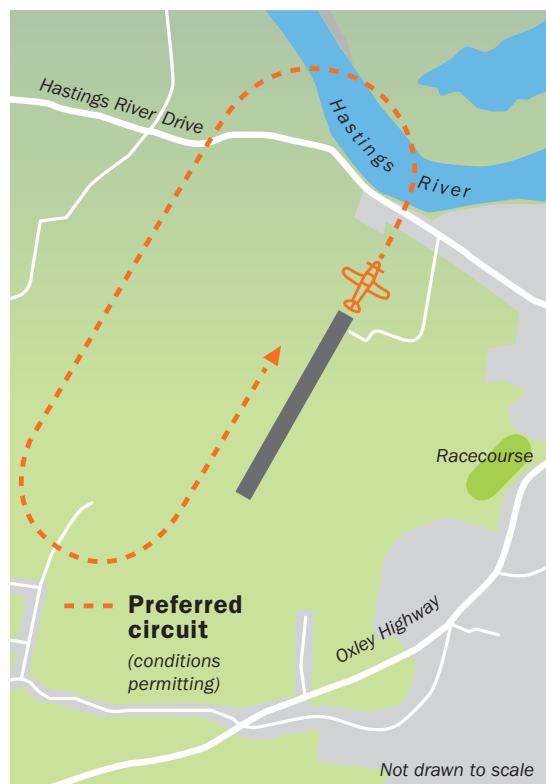


Figure 3: Preferred training circuit

## NOISE INFORMATION

Port Macquarie-Hastings Council will maintain an aircraft noise complaint register and will coordinate communication with the community regarding noise management and events. Aircraft operators will be provided de-identified noise complaint data on a quarterly basis. Where the complaint relates to a specific aircraft movement, the data provided will include the time and location of the event.

Port Macquarie-Hastings Council will actively engage with an aircraft operator that fails to achieve the undertakings herein and seek to remedy the situation.

This FNA will be reviewed on a regular basis. For more information please visit our website, at [www.portmacquarieairport.com.au](http://www.portmacquarieairport.com.au), or to discuss Airport noise, please contact:

**Peter Allen**  
**Airport Business Manager**  
[peter.allen@pmhc.nsw.gov.au](mailto:peter.allen@pmhc.nsw.gov.au)  
**02 6581 8111**

# 4 Your Natural and Built Environment

## What we are trying to achieve

A connected, sustainable, accessible community and environment that is protected now and into the future.

## What the result will be

We will have:

- Effective management and maintenance of essential water, waste and sewer infrastructure
- A community that is prepared for natural events and climate change
- Sustainable and environmentally sensitive development outcomes that consider the impact on the natural environment
- Accessible transport network for our communities
- Infrastructure provision and maintenance that meets community expectations and needs
- Well planned communities that are linked to encourage and manage growth
- Accessible and protected waterways, foreshores, beaches and bushlands
- An environment that is protected and conserved for future generations
- Renewable energy options that are understood and accessible by the community

## How we will get there

- 4.1 Provide (appropriate) infrastructure and services including water cycle management, waste management, and sewer management
- 4.2 Aim to minimise the impact of natural events and climate change, for example, floods, bushfires and coastal erosion
- 4.3 Facilitate development that is compatible with the natural and built environment
- 4.4 Plan for integrated transport systems that help people get around and link our communities
- 4.5 Plan for integrated and connected communities across the Port Macquarie-Hastings area
- 4.6 Restore and protect natural areas
- 4.7 Provide leadership in the development of renewable energy opportunities
- 4.8 Increase awareness of issues affecting our environment, including the preservation of flora and fauna



## PLANNING AGREEMENTS POLICY

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<b>Responsible Officer</b>	Manager, Natural Resources
<b>Contact Officer</b>	Manager, Natural Resources Ph: 6581 8686
<b>Authorisation</b>	Council – 19/06/2006
<b>Effective Date</b>	19/06/2006
<b>Modifications</b>	N/A
<b>Superseded Documents</b>	N/A
<b>Review</b>	As Required
<b>File Number</b>	N/A.
<b>Associated Documents</b>	N/A

### 1. INTRODUCTION

This Policy sets out Port Macquarie Hastings Council's policy and procedures relating to planning agreements under s93F of the *Environmental Planning and Assessment Act 1979*.

### 2. POLICY OBJECTIVE

The purposes of this Policy are:

- (a) to establish a framework governing the use of planning agreements by the Council
- (b) to ensure that the framework so established is efficient, fair, transparent and accountable,
- (c) to enhance planning flexibility in the Council's area through the use of planning agreements,
- (d) to enhance the range and extent of development contributions made by development towards public facilities in the Council's area,
- (e) to set out the Council's specific policies on the use of planning agreements,
- (f) to set out procedures relating to the use of planning agreements within the Council's area)

### 3. POLICY SCOPE

This policy applies where a developer has sought a change to an environmental planning instrument, or who has made, or proposes to make, a development application.



#### 4. DEFINITIONS

*Act* means the *Environmental Planning and Assessment Act 1979*,

*development application* has the same meaning as in the Act,

*development contribution* means the kind of provision made by a developer under a planning agreement, being a monetary contribution, the dedication of land free of cost or the provision of a material public benefit,

*instrument change* means a change to an environmental planning instrument to enable a development application to be made to carry out development the subject of a planning agreement,

*planning benefit* means a development contribution that confers a net public benefit, that is, a benefit that exceeds the benefit derived from measures that would address the impacts of particular development on surrounding land or the wider community,

*public facilities* means public infrastructure, facilities, amenities and services,

*planning obligation* means an obligation imposed by a planning agreement on a developer requiring the developer to make a development contribution,

*Practice Note* means the *Practice Note on Planning Agreements* published by the Department of Infrastructure Planning and Natural Resources (July 2005),

*public* includes a section of the public,

*public benefit* is the benefit enjoyed by the public as a consequence of a development contribution,

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

*surplus value* means the value of the developer's provision under a planning agreement less the sum of the value of public works required to be carried out by the developer under a condition imposed under s80A(1) of the Act and the value of development contributions that are or could have been required to be made under s94 or s94A of the Act in respect of the development the subject of the agreement.

#### 5. LEGAL & POLICY FRAMEWORK

This Policy is not legally binding. However, it is intended that the Council and all persons dealing with the Council in relation to planning agreements will follow this Policy to the fullest extent possible

#### 6. POLICY STATEMENT

##### 6.1.1 Council's strategic objectives for the use of planning agreements

The Council's strategic objectives with respect to the use of planning agreements include:

- (a) to provide an enhanced and more flexible development contributions system for the Council,

- (b) more particularly, to supplement or replace, as appropriate, the application of s94 and s94A of the Act to development, including bringing forward items in Contributions Plan work schedule,
- (c) to give all stakeholders in development greater involvement in determining the type, standard and location of public facilities and other public benefits,
- (d) to allow the community, through the public participation process under the Act, to agree to the redistribution of the costs and benefits of development in order to realise community preferences for the provision of public benefits, and
- (e) to achieve net planning benefits from development wherever possible and appropriate.

#### **6.1.2 Fundamental principles governing the use of planning agreements**

The Council's use of planning agreements will be governed by the following principles:

- (a) planning decisions may not be bought or sold through planning agreements,
- (b) development that is unacceptable on planning grounds will not be permitted because of planning benefits offered by developers that do not make the development acceptable in planning terms,
- (c) the Council will not allow planning agreements to improperly fetter the exercise of its functions under the Act, Regulation or any other Act or law,
- (d) the Council will not use planning agreements for any purpose other than a proper planning purpose,
- (e) the Council will not allow the interests of individuals or interest groups to outweigh the public interest when considering a proposed planning agreement,
- (f) the Council will not improperly rely on its statutory position in order to extract unreasonable public benefits from developers under planning agreements,
- (g) where the Council has a commercial stake in development the subject of a agreements, it will take appropriate steps to ensure that it avoids a conflict of interest between its role as a planning authority and its interest in the development.

#### **6.1.3 Circumstances in which Council will consider negotiating a planning agreement**

The Council, in its complete discretion, may negotiate a planning agreement with a developer in connection with any application by the developer for an instrument change or for development consent relating to any land in the Council's area.

#### **6.1.4 Specific purposes of planning agreements**

The Council may consider negotiating a planning agreement with a developer to:

- (a) compensate for the loss of, or damage to, a public amenity, service, resource or asset caused by the development through its replacement, substitution, repair or regeneration,
- (b) meet the demands created by the development for new public infrastructure, amenities and services,

- (c) address a deficiency in the existing provision of public facilities in the Council's area,
- (d) achieve recurrent funding in respect of public facilities,
- (e) prescribe inclusions in the development that meet specific planning objectives of the Council,
- (f) monitor the planning impacts of development,
- (g) secure planning benefits for the wider community,
- (h) Enable items in Council's Contributions Plans works schedules to be brought forward.

#### **6.1.5 Acceptability test to be applied to all planning agreements**

The Council will apply the following test in order to assess the desirability of a proposed planning agreement:

- (a) is the proposed planning agreement directed towards a proper or legitimate planning purpose having regard to its statutory planning controls and other adopted planning policies and the circumstances of the case?
- (b) does the proposed planning agreement provide for a reasonable means of achieving the relevant purpose?
- (c) can the proposed planning agreement be taken into consideration in the assessment of the relevant rezoning application or development application?
- (d) will the planning agreement produce outcomes that meet the general values and expectations of the community and protect the overall public interest?
- (e) does the proposed planning agreement promote the Council's strategic objectives in relation to the use of planning agreements?
- (f) does the proposed planning agreement conform to the fundamental principles governing the council's use of planning agreements?
- (g) are there any relevant circumstances that may operate to preclude the Council from entering into the proposed planning agreement?

#### **6.1.6 Consideration of planning agreements in relation to instrument changes and development applications**

When exercising its functions under the Act in relation to an application by a developer for an instrument change or a development consent to which a proposed planning agreement relates, the Council will consider to the fullest extent permitted by law:

- (a) whether the proposed planning agreement is relevant to the application and hence may be considered in connection with the application, and
- (b) if so, the proper planning weight to be given to the proposed planning agreement, taking into account those matters referred to in clause 2.2.

#### **6.1.7 Application of s94 and s94A to development to which a planning agreement relates**

The Council has no general policy on whether a planning agreement should exclude the application of s94 or s94A of the Act to development to which the agreement relates. This is a matter for negotiation between the Council and a developer having regard to the particular circumstances of the case.

#### **6.1.8 Application of SEPP 1 to development to which a planning agreement relates**

The Council will not agree to a provision in a planning agreement requiring the benefit provided by the developer under the agreement to be used to justify a dispensation with applicable development standards under *State Environmental Planning Policy No.1 – Development Standards* in relation to development unless the Council is of the opinion that the subject matter of the proposed planning agreement addresses the matters required to be addressed under that Policy in relation to the dispensation sought.

#### **6.1.9 Form of development contributions under a planning agreement**

The form of a development contribution to be made under a proposed planning agreement will be determined by the particulars of the instrument change or development application to which the proposed planning agreement relates.

#### **6.1.10 Standard charges**

Wherever possible, the Council will seek to standardise development contributions sought under planning agreements in order to streamline negotiations and provide fairness, predictability and certainty for developers. This, however, does not prevent public benefits being negotiated on a case by case basis, particularly where planning benefits are also involved.

#### **6.1.11 Recurrent charges**

The Council may request developers, through a planning agreement, to make development contributions towards the recurrent costs of public facilities including maintenance and operational costs. Where the public facility primarily serves the development to which the planning agreement relates or neighbouring development, the arrangement for recurrent funding may be in perpetuity. However, where the public facility or public benefit is intended to serve the wider community, the planning agreement will only require the developer to make contributions towards the recurrent costs of the facility until a public revenue stream is established to support the on-going costs of the facility.

#### **6.1.12 Pooling of development contributions**

Where a proposed planning agreement provides for a monetary contribution by the developer, the Council may seek to include a provision permitting money paid under the agreement to be pooled with money paid under other planning agreements and applied progressively for the different purposes under those agreements, subject to the specific requirements of the relevant agreements. Pooling may be appropriate to allow public benefits, particularly essential infrastructure, to be provided in a fair and equitable way.

#### **6.1.13 Methodology for valuing public benefits under a planning agreement**

Where the benefit under a planning agreement is the provision of land for a public purpose, the Council will generally seek to value the benefit on the basis of the estimated amount of compensation to which the Developer would be entitled under the *Land Acquisition (Just Terms Compensation) Act 1991* upon the compulsory acquisition of the land.



Where the benefit under a planning agreement is the carrying out of works for a public purpose, the Council will generally seek to value the benefit on the basis of the estimated value of the completed works determined using the method that would be ordinarily adopted by a quantity surveyor.

#### **6.1.14 Credits and refunds**

The Council will determine on a case by case basis generally whether to agree to a planning agreement providing for the surplus value under a planning agreement being refunded to the developer or offset against development contributions required to be made by the developer in respect of other development in the Council's area.

#### **6.1.15 Time when developer's obligations arise under a planning agreement**

The Council will generally require a planning agreement to provide that the developer's obligations under the agreement take effect when the first development consent operates in respect of development that is the subject of the agreement.

#### **6.1.16 Implementation agreements**

In appropriate cases, the council may require a planning agreement to provide that before the development the subject of the agreement is commenced, the Parties are to enter into an *implementation agreement* that provides for matters such as:

- (a) the times at which and, if relevant, the period during which, the developer is to make provision under the planning agreement,
- (b) the design, technical specification and standard of any work required by the planning agreement to be undertaken by the developer,
- (c) the manner in which a work is to be handed over to the Council,
- (d) the manner in which a material public benefit is to be made available for its public purpose in accordance with the planning agreement.

#### **6.1.17 Monitoring and review of a planning agreement**

The Council will continuously monitor the performance of the developer's obligations under a planning agreement.

The Council will require the planning agreement to contain a provision establishing a mechanism under which the planning agreement is periodically reviewed with the involvement of all parties. This will include a review of the developer's performance of the agreement.

The Council will require the planning agreement to contain a provision requiring the parties to use their best endeavours to agree on a modification to the agreement having regard to the outcomes of the review.

#### **6.1.18 Modification or discharge of the developer's obligations under a planning agreement**

The Council will generally only agree to a provision in a planning agreement permitting the Developer's obligations under the agreement to be modified or discharged where the modification or discharge is linked to the following circumstances:

- (a) the developer's obligations have been fully carried in accordance with the agreement,

- (b) the developer has assigned the developer's interest under the agreement in accordance with its terms and the assignee has become bound to the Council to perform the developer's obligations under the agreement,
- (c) the development consent to which the agreement relates has lapsed,
- (d) the performance of the planning agreement has been frustrated by an event beyond the control of the parties,
- (e) other material changes affecting the operation of the planning agreement have occurred,
- (f) the Council and the developer otherwise agree to the modification or discharge of the agreement.

Such a provision will require the modification or revocation of the planning agreement in accordance with the Act and Regulation.

#### **6.1.19 Assignment and dealings by the developer**

The Council will require every planning agreement to provide that the Developer may not assign its rights or obligations under the agreement nor have any dealing in relation to the land the subject of the agreement unless, in addition to any other requirements of the agreement:

- (a) the developer has, at no cost to the Council, first procured the execution by the person with whom it is dealing of all necessary documents in favour of the Council by which that person agrees to be bound by the agreement as if they were a party to the original agreement, and
- (b) and the Developer is not in breach of this Agreement.

#### **6.1.20 Provision of security under a planning agreement**

The Council may require a planning agreement to make provision for security by the developer of the developer's obligations under the agreement.

The form of security will generally be the unconditional bank guarantee from an Australian Bank (or other institution approved by Council's Finance Manager) in favour of the Council to the full value of the Developer's provision under the Agreement and on terms otherwise acceptable to the Council.

#### **6.1.21 Preparation of the planning agreement**

The Council will ordinarily prepare a planning agreement relating to a particular application for an instrument change or development application.

#### **6.1.22 Council's costs of negotiating, entering into, monitoring and enforcing a planning agreement**

The Council will generally require a planning agreement to make provision for payment by the developer of the Council's costs of and incidental to:

- (a) negotiating, preparing and entering into the agreement,
- (b) enforcing the agreement.

In particular cases, the Council may require the planning agreement to make provision for a development contribution by the developer towards the on-going administration of the agreement.

#### **6.1.23 Notations on Certificates under s149(5) of the Act**

The Council will generally require a planning agreement to contain an acknowledgement by the developer that the Council may, in its absolute discretion, make a notation under s149(5) of the Act about a planning Agreement on any certificate issued under s149(2) of the Act relating to the land the subject of the agreement or any other land.

#### **6.1.24 Registration of planning agreements**

The Council will generally require a planning agreement to contain a provision requiring the developer to agree to registration of the agreement pursuant to s93H of the Act if the requirements of that section are satisfied.

#### **6.1.25 Dispute resolution**

The Council will generally require a planning agreement to provide for mediation of disputes between the parties to the agreement, at their own cost, before the parties may exercise any other legal rights in relation to the dispute.

### **6.2 Procedures Relating to the Use of Planning Agreements**

#### **6.2.1 Council's negotiation system**

The Council's negotiation system for planning agreements aims to be efficient, predictable, transparent and accountable.

The system seeks to ensure that the negotiation of planning agreements runs in parallel with applications for instrument changes or development applications.

The system is based on principles of fairness, co-operation, full disclosure, early warning, and agreed working practices and timetables.

#### **6.2.2 When should a planning agreement be negotiated?**

The Council is required to ensure that a planning agreement is publicly notified as part of and in the same manner as and contemporaneously with the application for the instrument change or the development application to which it relates.

The planning agreement must therefore be negotiated and documented before it is publicly notified as required by the Act and Regulation.

The Council prefers that a planning agreement is negotiated before lodgement of the relevant application and that it accompanies the application on lodgement.

#### **6.2.3 Who will negotiate a planning agreement on behalf of the Council?**

A council officer with appropriate delegated authority will negotiate a planning agreement on behalf of the Council.

The councillors will not be involved in the face to face negotiation of the agreement.

**6.2.4 Separation of the Council's planning assessment and negotiation roles**

Where the Council has a commercial interest in the subject matter of a planning agreement as a landowner, developer or financier, the Council will ensure that the person assesses the rezoning application or development to which a planning agreement is not the same person or a subordinate of the person who negotiated the planning agreement on behalf of the Council in its capacity as landowner, developer or financier.

**6.2.5 Involvement of independent third parties in the negotiation process**

The Council will encourage the appointment of an independent person to facilitate or otherwise participate in the negotiations or aspects of it, particularly where:

- (a) an independent assessment of a proposed instrument change or development application is necessary or desirable,
- (b) factual information requires validation in the course of negotiations,
- (c) sensitive financial or other confidential information must be verified or established in the course of negotiations,
- (d) facilitation of complex negotiations are required in relation to large projects or where numerous parties or stakeholders are involved,
- (e) dispute resolution is required under a planning agreement.

The costs of the independent person will be borne equally between the parties to the planning agreement.

**6.2.6 Public notification of planning agreements**

A planning agreement must be publicly notified and available for public inspection for a minimum period of 28 days.

As mentioned, the Council is required to ensure that a planning agreement is publicly notified as part of and in the same manner as and contemporaneously with the application for the instrument change or the development application to which it relates.

Where the application to which a planning agreement relates is required by or under the Act or Regulation to be publicly notified and available for public inspection for a period exceeding 28 days, the Council will publicly notify the planning agreement and make it available for public inspection for that longer period.

Where the application to which a planning agreement relates is permitted by or under the Act or Regulation to be publicly notified and available for public inspection for a period of less than 28 days, the Council will publicly notify the application and make it available for public inspection for a minimum period of 28 days.

The Council will publicly re-notify and make available for public inspection a proposed planning agreement and the application to which it relates if, in the Council's opinion, a material change is made to the terms of the agreement or the application after it has been previously publicly notified and inspected. Such a change may arise as a consequence of public submissions made in respect of the previous public notification and inspection of the agreement or the application, or their formal consideration by the Council, or for any other reason.



**6.2.7 When is a planning agreement required to be entered into?**

A planning agreement is entered into when it is signed by all of the parties.

A planning agreement can be entered into at any time after the agreement is publicly notified in accordance with the Act and Regulation.

The Council will usually require a planning agreement to be entered into as a condition of granting development consent to the development to which the agreement relates.

**7. IMPLEMENTATION****7.1 Roles and Responsibilities**

The negotiation of a planning agreement will generally involve the following key steps:

- (a) before lodgement of the relevant application by the developer, the parties will decide whether to negotiate a planning agreement
- (b) the parties will then appoint a person to represent them in the negotiations
- (c) the parties will also appoint a third person to attend and take minutes of all negotiations
- (d) the parties will also decide whether to appoint an independent person to facilitate or otherwise participate in the negotiations or aspects of it
- (e) the parties will also agree on a timetable for negotiations and the protocols and work practices governing their negotiations
- (f) the parties will then identify the key issues for negotiation and undertake the negotiations
- (g) if agreement is reached, the Council will prepare the proposed planning agreement and provide a copy of it to the developer
- (h) the parties will undertake further negotiation on the specific terms of the proposed planning agreement
- (i) once agreement is reached on the terms of the proposed planning agreement, the developer will be required to execute the agreement
- (j) the developer may then make the relevant application to the Council accompanied by a copy of the proposed agreement
- (k) the parties may be required to undertake further negotiations and, hence, a number of the above steps as a result of the public notification and inspection of the planning agreement or its formal consideration by the Council in connection with the relevant application

**7.2 Support and Advice**

Council's Manager Natural Resources will provide support and advice on the implementation of the policy

**7.3 Communication**

A communication strategy will be determined at the time of any review and will depend on the extent of any changes proposed

**7.4 Procedures and Forms**

The Council's planning agreements framework consists of the following:

- (a) the provisions of Subdivision 2 of Division 6 of Part 4 of the Act,
- (b) the provisions of Division 1A of Part 4 of the Regulation,
- (c) the Practice Note,
- (d) this Policy

**8. REVIEW**

It is intended that this Policy will be periodically updated. The up-dates may cover additional matters to those covered in this Policy or provide more detailed information or guidance on specific matters covered in this Policy.



Authorised by: Council  
 Authorised date: DD/MM/YYYY  
 Effective date: DD/MM/YYYY  
 Next review date: DD/MM/YYYY  
 File Number: #####

## Council Policy

### Planning Agreement Policy

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DRAFT



## 1. INTRODUCTION

This Policy applies to all voluntary planning agreements (VPAs) proposed or entered into by Council and applies to all the land in the Port Macquarie-Hastings local government area (LGA).

A Voluntary Planning Agreement (VPA) is an agreement entered into between a planning authority, (Port Macquarie-Hastings Council (Council)) and a developer in connection with a planning proposal or development application for:

- a. the dedication of land to Council
- b. the provision of a monetary contributions
- c. construction of public infrastructure
- d. provision of material public benefit
- ~~a-e. any combination of the above funds or works for infrastructure, services, or other public amenities in connection to a Planning Proposal or Development Application. A VPA can also involve the dedication of land or any other public benefit to be used for a public purpose.~~

VPA's Planning agreements provide an efficient means of increasing and broadening the range of community infrastructure associated with developments in the Port Macquarie-Hastings Local Government Area (LGA). VPAs also offer considerable flexibility to both the proponent and Council.

VPAs can either exclude the payment of section 7.11 or 7.12 contributions or the VPA can provide for benefits in addition to the payment of developer contributions.

Generally, Council will not accept any offers to pay amounts that component of a public benefit under the terms of a VPA if that component is already required to be provided by virtue of a condition of a development consent with the exception where the VPA proposes any off sets to contributions under under Section 7.11 or Section 7.12 of the Environmental Planning and Assessment Act 1979 (Act). That is, the offer must provide a benefit over and above what is already required to be paid.

In the instance where a proponent offers to carry out specific works set out in a contributions plan, infrastructure is identified in a contributions plan, a Works-in-Kind Agreement is the Council's preferred method to address provide for the delivery of that this infrastructure, rather than a VPA.

In determining whether to accept an offer to enter into a VPA, Council is required to take into consideration a number of matters, including whether the overall proposal by the developer will result in a the Net Public Benefit nature and value of the public benefit being offered in proportion to the nature and value of the exceedance of the planning controls sought by the developer in the case of a Development Application or any Instrument Change.

## 2. DEFINITIONS

Act means the *Environmental Planning and Assessment Act 1979*.

Council means Port Macquarie-Hastings Council.

Developer is a person who has sought a change to an environmental planning instrument (which includes the making, amendment or repeal of an instrument), or who has made or proposes to make a development application or modification application, or who has entered into an agreement with or is otherwise associated with such a person.

Development Application has the same meaning as in the Act.

Explanatory Note means a written statement that summarises the objectives, the nature and effect of the proposed VPA, amendment or revocation, and contains an assessment of the merits of the proposed VPA, an amendment or revocation including the impact (positive or negative) on the public or any relevant section of the public.

Instrument Change means an amendment to an environmental planning instrument, such as the *Port Macquarie-Hastings Local Environmental Plan 2011*.

**LSPS** means the Council's Local Strategic Planning Statement, *Shaping Our Future 2040*.

**Modification Application** means an application to modify a development consent.

**Net Public Benefit** means a benefit to the public that results from the proposed development after considering the impacts of the particular development on surrounding land or the wider community and the provision of public benefits under a VPA.

**Planning Obligation** means an obligation imposed by a VPA on a developer requiring the developer to make a development contribution.

**Planning Proposal** has the same meaning as defined in the Act.

**Practice Note** means the document titled 'Planning agreements – Practice note – February 2021' and the draft Practice Note on Planning Agreements published by the NSW Department of Planning, Industry and Environment.

**Public Facilities** means public infrastructure, facilities, amenities and services.

**Public Purpose** means the following:

- a. the provision of, or the recoupment of the cost of providing, public amenities and public services, affordable housing, transport or other infrastructure
- b. the funding of recurrent expenditure in relation to public amenities and public services, affordable housing, transport or other infrastructure
- c. the monitoring of the planning impacts of development
- d. the conservation or enhancement of the natural environment.

**Regulation** means the *Environmental Planning and Assessment Regulation 2021*.

**Surplus Value** means the value of the developer's provision under a VPA less the sum of the value of:

- a. the public works required to be carried out by the developer under a condition imposed under section 4.17 of the Act; and
- b. the value of development contributions that are or could have been required to be made under section 7.11 or section 7.12 of the Act in respect of the development the subject of the VPA.

**VPA** means a voluntary planning agreement between a Developer and a planning authority for the provision of public benefits referred to in section 7.4 of the Act.

### **32. PURPOSE**

This Policy sets out Council's position and procedures relating to ~~voluntary planning agreements~~ **VPA**s under the Act and ~~the Environmental Planning and Assessment Regulation 2021~~ (Regulation).

Section 7.4 of the Act enables Councils to enter into ~~VPA planning agreements~~ with ~~proponents of a rezoning or development application~~ **developers**. Planning ~~Agreements~~ are voluntary and the acceptance of any offer to enter into a ~~VPA n-agreement~~ is at the ~~absolute~~ discretion of Council.

A VPA can be offered in connection with any of the following:

1. ~~Instrument Change~~ **a planning proposal to change the planning controls applying to land**
2. ~~Development Application~~ **a development application for consent to carry out development**
3. ~~Modification Application~~ **the modification of a development consent**

~~If the offer is accepted by Council, the Under a VPA, can then~~ the developer may be required to ~~provide funds or works for infrastructure, services, or other public amenities by:~~

- a. ~~dedicate~~ **ing** land free of cost

- b. paying a monetary contribution
- c. providing any other material public benefit; or
- d. providing any combination of the above to be used or applied for a public purpose.

The ~~Practice Note issued by the NSW Department of Planning, Housing and Industry Practice Note~~ is the guiding document used in the preparation of this Policy, ~~however this Policy has also been prepared with regard to the draft Local Planning Agreements Practice Note – December 2023.~~

This Policy applies to any ~~d~~Development ~~a~~Application, ~~application to modify a development consent or Modification Application or a p~~Planning ~~p~~Proposal where a VPA is ~~offered by the Developer proposed, for land and development~~ within the Port Macquarie-Hastings LGA.

Council's preference is for a VPA to be negotiated between Council and ~~the a~~~~D~~developer ~~well~~ before the ~~development application~~ ~~Development Application or Modification Application~~ to which it relates is determined; or the ~~p~~Planning ~~p~~Proposal is made. This allows the draft VPA to be exhibited alongside the ~~development a~~Development Application, ~~Modification Application~~ or ~~p~~Planning ~~p~~Proposal ~~and for submissions to be received and considered by the Council.~~

The purposes of this Policy are:

- a. ~~to~~~~To~~ establish a fair, transparent, and accountable framework governing the use of ~~VPAs~~ ~~planning agreements~~ by Council
- b. ~~to~~~~To~~ set out the Council's specific requirements on the use of ~~VPAs~~~~planning agreements~~.
- c. To establish ~~a~~ consistent and transparent processes for Council and ~~developers~~ ~~Developers~~ to enter into VPAs that meet probity standards
- d. To ensure that all ~~developers~~ ~~Developers~~ are treated equitably in the negotiation and execution of VPAs
- e. To provide an efficient ~~and~~ streamlined approach to the negotiation and execution of VPAs
- f. To enable the community to ~~engage in relation to proposed VPAs and~~ gain an understanding of the public benefits ~~proposed under of~~ VPAs
- g. To facilitate innovative and flexible approaches to the provision of infrastructure and other public benefits in a manner that is consistent with Council's strategic ~~planning objectives~~ and infrastructure plans
- h. To provide certainty for the community, ~~d~~Developers, and Council in respect to infrastructure and development outcomes

### 3. STATUTORY FRAMEWORK

This ~~P~~olicy establishes a framework to guide the preparation of VPAs under Part 7 Division 7.1 Subdivision 2 of the Act and Part 4 Division 1A of the Regulation.

The Act and Regulation set out ~~clear guidelines~~~~requirements~~ that both the planning authority and ~~d~~Developer are required to follow when negotiating and entering into a VPA, including public notice and other procedural arrangements and administration.

Section 7.4(1) of the Act sets out the circumstances under which a ~~VPA planning agreement~~ may be entered into. The Act states that a ~~planning~~ ~~Planning agreement~~ ~~Agreement~~ may be made between a planning authority (or two or more planning authorities) and a person (the developer):

- a. Who has sought a change to an environmental planning instrument, or
- b. Who has made, or proposes to make, a development application or application for a complying development certificate, or
- c. Who has entered into an agreement with, or is otherwise associated with, a person to whom paragraph (a) or (b) applies,

Under which the developer may be required to dedicate land free of cost, pay a monetary contribution, or provide any other material public benefit, or any combination of development contributions, to be used towards a public purpose.

The public purpose under section 7.4(2) of the Act extends (without limitation) to the following:

- a. The provision (or the recoupment of the cost of providing) of public amenities or public services, affordable housing, transport or other infrastructure relating to land
- b. The funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure
- c. The monitoring of the planning impacts of development
- d. The conservation or enhancement of the natural environment

A council that is negotiating or entering into a VPA must also consider any relevant practice notes issued by the Planning Secretary.

### 3.1 Statutory Planning Context

Council's Local Strategic Planning Statement (LSPS) is supported by a number of environmental studies and considers planning for growth in the LGA. Council strategies and plans seek to identify the community's needs for infrastructure such as community facilities, transport, open space, public domain, recreation infrastructure, utility services and capital works.

VPAs can play an important role in achieving specific land use planning outcomes with that demonstrate strategic and/or site-specific merit. A VPA should facilitate the provision of pPublic fFacilities and amenity outcomes that advance the delivery of Council's corporate and strategic planning objectives and deliver important public benefits.

Long-term strategies, including the 'Shaping our Future 2040' LSPS for Port Macquarie-Hastings and 'Imagine 2050' Port Macquarie-Hastings Community Strategic Plan (CSP) and the delivery program are based on the outcomes of engagement with the community. The implementation of key aspects of some of these goals, the broader strategic directions and the delivery of key infrastructure areas can be directly or indirectly achieved through planning agreements.

The vision and goals established within Council's long-term strategic plans such as the CSP and LSPS flow through to supporting plans that guide Council's medium and short-term priorities:

- a. Long Term Financial Plan (10 years)
- b. Delivery Program (4 years)
- c. Operational Plan (Annual)

Alignment with relevant regional strategic plans including the North Coast Regional Plan should also be considered when considering entering into a VPA.

### 4. OBJECTIVE OF VPAS

The primary objective of a VPA is to enhance the provision of public benefits associated with development. It provides for a legally enforceable tool whereby Developers offer and then are required to developers to provide land dedications, monetary contributions, or other material public benefits, or any combination of them, for public purposes in connection with the development of land.

In considering, negotiating and entering into a VPA, the Council will consider the following broad objectives:

- a. Meeting the current and future demands created by the development for new or improved public infrastructure, amenities or services.
- b. Meeting specific planning objectives of Council by providing public benefits identified in an adopted contributions plan or that achieve a Net Public Benefit.
- c. Compensating for the loss of or damage to a public amenity, service, resource or asset resulting from a development through replacement, substitution, repair or regeneration of amenities, services or assets.
- d. Rectifying a deficiency in existing pPublic fFacilities in the LGA.
- e. Providing for future and recurrent funding for public infrastructure, amenities and services with sustainable funding.



Development must be assessed on its merits. As such development that is unacceptable on planning grounds will not be given consent merely because the developer offers to enter a VPA.

The legislation provides that a consent authority cannot refuse development consent on the grounds that a planning agreement has not been entered into or that the developer has not offered to enter into such an agreement.

Council will not consider entering into and/or amending a VPA retrospectively to offset works that are under construction or completed.

Section 7.4(9) of the Act states that a VPA cannot impose an obligation on Council as a planning authority:

- a. to grant development consent, or
- b. to exercise any function under this Act in relation to a change to an environmental planning instrument

## 5. MANDATORY REQUIREMENTS OF A VPA

Section 7.4(3) of the Act requires VPAs to provide for the following:

- a. A description of the land to which the agreement applies;
- b. A description of:
  - i. The change to the environmental planning instrument to which the agreement relates, or
  - ii. The development to which the agreement applies
  - iii. The nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made,
  - iv. In the case of development, whether the agreement excludes (wholly or in part) or does not exclude the application of section 7.11, 7.12 or 7.24 to the development,
  - v. If the agreement does not exclude the application of section 7.12 to the development, whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 7.12
  - vi. A mechanism for the resolution of disputes under the agreement,
  - vii. The enforcement of the agreement by a suitable means, such as the provision of a bond or guarantee, in the event of a breach of the agreement by the developer.

Clause 205(1) of the Regulation requires that Council, as a planning authority, proposing to enter into a planning agreement, or an agreement that revokes or amends a VPA planning agreement, must prepare a written statement (referred to as an 'explanatory-Explanatory noteNote'):

- a. That summarises the objectives, nature and effect of the proposed agreement, amendment or revocation, and
- b. That contains an assessment of the merits of the proposed agreement, amendment or revocation, including the impact (positive or negative) on the public or any relevant section of the public.

The Explanatory Note must be exhibited with the VPA, amendment or revocation of a VPA for at least 28 days before the agreement is entered into.

## 6. PRINCIPLES / RESPONSIBILITIES

In considering, negotiating and entering a VPA Council will be guided by the following principles:

- a. Council will assess the public benefit of the offer by the Developer Development Contribution when deciding whether to proceed with the VPA Planning Agreement;
- b. Council will not allow Planning Agreements to impermissibly properly restrict the exercise of its functions as a consent authority under the Act, Regulation or any other act of law;
- c. Council will not use VPAs Planning Agreements for any purpose other than a proper planning purpose;

- d. Development that is unacceptable on planning grounds will not be supported because of planning benefits offered by developers that do not mitigate the impacts of development;
- e. When considering a Development Application, Modification Application or planning Planning proposalProposal, Council will not give undue weight to a VPA Planning Agreement and should always consider a proposal for development on its merits;
- f. The provision of public benefits in a VPA should be consistent strategic land use and infrastructure planning;
- g. Where monetary contributions are paid, VPAs should expressly provide the purpose for which the funds will be used;
- f.h. Council will not allow the interests of individuals or interest groups to outweigh the public interest when considering a VPA Planning Agreement;
- g.i. Council will not improperly rely on its statutory position, or otherwise act improperly, in order to extract unreasonable public benefits from developers under VPAs Planning Agreements, and will ensure that all parties involved in the VPA Planning Agreement process are dealt with fairly;
- j. Public benefits offered as part of a VPA must be related to the particular planning matter to which the VPA relates. Council will Generally the public benefits contained a VPA should relate to the subject matter of the proposed development or change to planning controls.
- h. not enter into a VPA where the public benefits offered are wholly unrelated to the planning matter to which the VPA relates; and
- i.k. Where If Council obtains a is subject to a financial benefit from a proposed VPA, interest from a development, being the subject of a Planning Agreement, it will take appropriate steps to ensure that it manages any conflict of interest it has between its role as planning authority and its interest in the development; and;-
- j.l. Council will not employ value capture as the primary purpose of a planning agreement.

The principles are consistent with Part 2.1 of the Practice Note.

## 7. ACCEPTABILITY TEST

In considering, negotiating and entering a VPA, the Council will consider whether the terms of the VPA satisfy the 'acceptability test' as provided by the Practice Note.

Council will consider the following matters to determine if a proposed VPA is acceptable:

- a. Is the proposed VPA Planning Agreement directed towards a proper and legitimate planning purpose having regard to the statutory planning controls and other adopted planning policies and infrastructure strategies and the circumstances of the case?
- b. Does the proposed VPA Planning Agreement provide for a reasonable means of achieving the relevant planning purpose and securing the relevant public benefit?
- c. Will the proposed VPA Planning Agreement produce outcomes that meet the general values and expectations of the public and that protect the public interest?
- d. Are there any relevant circumstances that may operate to preclude Council from entering into the proposed Planning Agreement?
- e.d. Will the proposed Planning Agreement VPA provide for the delivery of infrastructure or public benefits that are not wholly unrelated to the development bear a relationship to the delivery of services and infrastructures within the LGA?
- f.e. Will the Planning Agreement protect the community against adverse planning decisions? Is the quantum of the Public Benefit commensurate with the value of the Development Contribution?

### 7.1 Consideration of Planning Agreements in relation to planning proposals and Development Applications

When exercising its functions as consent authority under the Act in relation to a Development Application, Modification Application or a proposal for a Planning Proposal to which VPA Planning Agreement relates, Council will consider:

- a. whether the proposed Planning Agreement is relevant-related to the proposal Development Application or Instrument Change and whether it may be subsequently

- considered in connection with the Development Application, [Modification Application](#) or Instrument Change; and
- b. if so, the proper planning weight to be given to the proposed [VPA Planning Agreement](#).

## 8. TYPES AND FORMS OF [PUBLIC BENEFITS CONTRIBUTIONS](#)

To ensure that [public benefits Development Contributions](#) provided under [VPAs Planning Agreements](#) are directed towards appropriate and legitimate planning purposes, Council will consider whether the proposed [public benefits Development Contributions](#):

- mitigate or compensate for the impact of the [relevant proposed](#) development;
- meet Council's [strategic](#) planning policy objectives including those set out in section 7.11 or section 7.12 contributions plans (as the case may be);
- meet the requirements of Council's public infrastructure works program; and
- meet the objectives of other relevant draft or adopted Council policies, strategies or plans.

The [nature of the public benefits form of a Development Contribution](#) to be made under a proposed [VPA Planning Agreement](#) will be [the subject of negotiation between the developer and Council having regard to determined by](#) the particulars of the [Development Application](#) or planning proposal to which the [VPA Planning Agreement](#) relates.

## 9. STANDARD VPA TEMPLATE

Council has prepared a Standard Planning Agreement Template (Appendix 2). [This template is to assist developers in preparing a VPA and contains clauses that Council considers to be standard and mandatory inclusion in all VPAs. Any variation will need to be negotiated and agreed upon by Council. Council will generally require that VPAs conform to Council's template document.](#)

## 10. EXPLANATORY NOTES

Council is required under the Regulation to prepare an explanatory note that accompanies the VPA for public exhibition. [Developers will be required to prepare an explanatory note when preparing a VPA.](#)

The [explanatory Explanatory note Note](#) must:

- [Summarise Identify the public benefits to be provided under the VPA;](#)
- [Identify](#) how the agreement promotes the public interest.
- [Identify](#) whether the agreement confirms with the Council's capital works program, if any.
- [State whether section 7.11 and 7.12 contributions are excluded;](#)
- [Identify the security to be provided under a VPA;](#)
- [State](#) whether the agreement specifies that certain requirements of the agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate.

The [Explanatory nNote will should](#) be [in plain English so written in layman terms for](#) the public [can to](#) readily understand the nature of the [development proposed development](#) and the public benefits [that will be](#) provided. The [eExplanatory nNote will should](#) indicate [the](#) timing of delivery [of the public benefits](#) and [should](#) include maps, diagrams and other material to [clearly help](#) explain what is proposed.

The [eExplanatory nNotes will must](#) summarise the objectives, nature and effect of the proposed agreement and contain an assessment of the merits of the proposed agreement, including the impact of public or relevant section of the public.

## 11. PLANNING AGREEMENT REGISTER

Under the Regulations, Council is required to keep a register of VPAs applying to land within Council's area, whether or not Council is a party to a VPA. Council is also required to record in the

register the date an agreement was entered into and a short description of the agreement (including any amendments).

Council ~~will~~must make the following available for public inspection (~~free of charge~~) ~~through online publication on the Council's website~~:

- a. The ~~VPA planning agreement~~ register,
- b. Copies of all VPAs that apply to the area of Port Macquarie-Hastings Council
- c. Copies of the explanatory notes in relation to those agreements and
- d. Annual financial statements for ~~VPAs planning agreements~~ with a breakdown of money, land and works received.

## 12. PROCESS

### 12.1 Notice of Intention

#### New VPA

VPAs can be lodged during or after the lodgement of the associated ~~development~~ Development Application, Modification Application or planning-Planning proposal ~~Proposal~~.

However, it is ~~Council's preference preferred~~ that all VPAs be negotiated prior to ~~this happening~~ lodgement, allowing the ~~development~~ Development application Application, Modification Application or /planning-Planning proposal ~~Proposal~~ and the planning-Planning Agreement to be publicly exhibited together where possible.

Councillors will not participate in negotiations with a developer or their representatives but may have a role in:

- (a) endorsing a draft VPA for exhibition purposes,
- (b) endorsing an offer to enter into a VPA,
- (c) approval to execute a VPA.

Below is the procedure to enter a new VPA associated with a ~~development~~ Development application Application, Modification Application or planning-Planning proposal ~~Proposal~~:

1. At the pre-lodgement meeting for a ~~d~~ Development a Application, Modification Application or planning-Planning proposal ~~Proposal~~, the ~~developer~~ Developer and/or Council will discuss ~~identify that whether~~ a VPA appropriate in the circumstances. is required to accompany the application. If the developer considers that it is appropriate to make an offer for a VPA, the offer should be made at the date of lodgement of the DA or planning proposal. The minutes of the meeting will articulate the procedure in relation to a letter of offer for a new VPA.
2. Generally, an offer for a VPA should be lodged at the same time as lodgement of ~~Prior to submitting a development the Development application~~ Application, Modification Application or planning-Planning proposal ~~Proposal~~, the developer must submit a letter of offer to lodge a VPA with Council. The letter of offer should ~~outline~~ the VPA proposal and must contain all the information in Council's VPA Information Requirements Factsheet.
3. Council will review the letter of offer and will either accept or reject the ~~offer~~ proposal. Failure to provide sufficient information in the letter of offer may delay its review by Council.
4. If the offer is accepted ~~proposal is accepted in principle~~, Council and the developer will enter into negotiations for the a ~~VPA~~. If the ~~proposal~~ offer is rejected, the developer may review the offer based on the feedback provided by Council and resubmit a new letter of offer.

#### Amendment To Existing VPA

Below is the procedure to amend an existing executed VPA:

1. Developer ~~/applicant~~ is to request a meeting with Council to discuss their intent to amend the VPA. After a meeting, Council will provide details on the process and request the developer/applicant submit a letter of offer to amend the VPA.



2. The letter of offer is to be accompanied by a copy of the previously executed VPA with proposed marked-up changes. The letter of offer outlines all the proposed changes to the VPA with justification, including any changes to the VPA attachments. It must also contain all the information in Council's VPA Information Requirements Factsheet.
3. Council will review the letter of offer and will either accept or reject the proposed amendments. Failure to provide sufficient information in the letter of offer may delay its review by Council.
4. If the proposal is accepted in-principle, Council and the developer will enter into negotiations for an amended VPA. If the proposal is rejected, the developer may review the offer based on the feedback provided by Council and resubmit a new letter of offer.

## 12.2 Negotiation and Agreement Templates

### New VPA

Below is the procedure for negotiating a new VPA associated with a ~~development~~ Development application Application or planning proposal:

1. ~~To avoid unnecessary delays,~~ Council's preference is to receive have the negotiation of VPA completed a letter of offer at the time prior to of the lodgement of a ~~development~~ Development application Application/Modification Application or ~~planning~~ Planning proposal Proposal. ~~The offer will be considered VPA negotiations will be coordinated by~~ the Development Contributions team. Negotiations on the terms of the offer may occur.
2. If the offer is accepted by Council, the parties will then proceed to negotiate the terms of the VPA. The key terms of the offer will be negotiated between Council and the developer. A draft VPA and ~~explanatory~~ Explanatory note Note will then be prepared ~~by Council's lawyers,~~ [NRFA note: We suggest the policy be silent as to who prepares the draft as it may save Council time and cost if developers prepare the VPA based on the template] based on the accepted offer ~~submitted by the developer and negotiated between the parties, and approved by Council.~~
3. A template agreement for the VPA and ~~explanatory~~ Explanatory note Note is attached to this ~~policy~~ Policy. This agreement has been endorsed by Council and sets out Council's preferred terms. Council will generally require VPAs to conform to not negotiate any significant changes to its template agreement. [NRFA note: The policy should not be so black and white as particular situations may arise where departure from the template is acceptable.]
4. An ~~explanatory~~ Explanatory note Note must accompany a VPA. The purpose of the ~~explanatory~~ Explanatory note Note is to help the public understand what the agreement is proposing, how it delivers a public benefit, and why it is acceptable and in the public interest.

### Amendment To Existing VPA

Below is the procedure for negotiating an amendment to an existing VPA:

1. Council will review the proposed changes to the executed VPA and any proposed justifications
2. The key terms of the offer will be negotiated between Council and the developer. A draft VPA and explanatory note will then be prepared by Council's lawyers, based on the offer submitted by the developer and negotiated between the parties, and approved by Council.
3. An explanatory note must accompany the amendment to thea VPA. The purpose of the explanatory note is to help the public understand what the agreement is proposing, how it delivers a public benefit, and why it is acceptable and in the public interest.

## 12.3 Public Exhibition

The public exhibition process is the same if either a new VPA or an amended VPA. Below is the process for public exhibition:

1. Following successful negotiations, a report to Council will be prepared recommending the new or amended VPA be placed on public exhibition for a minimum period of 28 days in accordance with the Act section 7.5(1).
2. The public exhibition documentation shall include:
  - A copy of the Council Report and minutes
  - Draft VPA
  - Draft explanatory note
  - If an amended VPA, a copy of the original executed VPA
3. Council will consider all public submissions in deciding whether to enter into a VPA with the developer.
4. The draft VPA may require further negotiations between the parties to consider any issue arising out of the submissions. This may result in the VPA being amended. Re-notification of the draft VPA will be required if the proposed amendments to the draft VPA would significantly affect:
  - the material public benefit delivered under the agreement; or
  - the timing of the delivery of contributions, provision of security or the scope of works for an item; or
  - changes to the terms of the agreement; or
  - the Council's interests or the public interest.
5. The Council will publicly re-notify and make available for public inspection the amended VPA and the application to which it relates. The draft VPA and explanatory note will be reported to Council.
6. If Council resolves to enter into the VPA, a condition of consent will be applied requiring the developer to enter into a VPA reflecting the final letter of offer from the developer. Where the application is a planning proposal, the VPA must be executed before the Local Environmental Plan is made or amended.

Upon completion of the public exhibition period a post exhibition report will be reported to Council for either adoption or non-support.

## 12.4 Finalisation

If the VPA is supported and adopted by Council, the following process is to be followed:

1. The VPA is to be signed by both parties to enable Council execution. A copy of the signed VPA is to be provided to the developer/applicant.
7. ~~Depending on the terms of the VPA, As a clause of the VPA, the the VPA may need to~~ is to be registered on the title with- NSW Land Registry Services (LRS). Evidence of registration through a title search is to be provided to Council within 28 days of execution.
2. Further obligations under the VPA are to commence in accordance with the particular clauses within the VPAs.

The VPA process flowchart is at Appendix 1.

## 13. OFFSETS CREDITS AND REFUNDS

Generally Council will not accept an offer if it is less than what is normally required under section 7.11 or 7.12 contributions. Such an offer does not meet the criteria established by this policy.

Where an offer exceeds what is required by 7.11 or s 7.12 contributions, Council has a discretion as to whether to agree to the exclusion of section 7.11 or 7.12 contributions. consider giving any additional credit, refunds or offset against development contributions required to be made by the developer in respect of other development in the LGA for any contributions considered to have a surplus value under a VPA. Surplus value being when compared to what could have been attained under the conditions of development consent or Council's other development contribution plans.

## 14. VALUATION METHODOLOGY

Unless otherwise agreed between Council and the developer, where the benefit under a VPA is the provision of land for a public purpose, the value of the development contribution will be the market value of the land (within the meaning of the *Land Acquisition (Just Terms Compensation) Act 1991*).

This will be determined by an independent registered valuer who is adequately experienced in valuing land in New South Wales. The valuer will be appointed with the agreement of all parties, or in the event of disagreement between the parties, acceptable to the Council. All costs of the independent valuer in carrying out such a valuation will be borne by the developer.

Where the benefit under a VPA is the carrying out of works, the value of the benefit will be determined by an independent registered quantity surveyor. The quantity surveyor must be acceptable to both parties, or in the event of disagreement between the parties, acceptable to the Council. All costs of the independent registered quantity surveyor in carrying out the work will be borne by the developer.

Where the benefit under a VPA is the provision of some other type of public benefit, Council and the developer will negotiate the manner in which the benefit is to be valued for the purposes of the agreement. If there is no agreement, the Council will determine the manner the benefit is to be valued.

The Council may require the value of benefits to be made to be indexed, using the same indexation methodology in Council's contributions plans.

## 15. RECURRENT CHARGES

A VPA may require a developer to make development contributions towards the recurrent costs of public facilities. Where the public facility mainly serves the development to which the VPA relates, or a neighbouring development, the arrangement for recurrent development contributions may be in perpetuity.

Where the public facility is intended to serve the wider community, the VPA may only require the developer to make development contributions towards the recurrent costs of the public facility until a public revenue stream is established to fund the ongoing costs of the public facility.

Proposed recurrent charges contributions must be detailed in the letter of offer for consideration in VPA negotiations, and should include a reasonable contribution toward the ongoing maintenance, or the offer to maintain infrastructure for a certain period of time.

## 16. APPLICATION OF SECTION 7.11 AND 7.12 OF THE EP&A ACT

A VPA must specify whether local infrastructure contributions under section 7.11 or section 7.12 of the Act will apply to the development the subject of the VPA, in addition to any development contributions to be provided by the developer and included in the VPA.

Generally Council will not accept any offer of a VPA where the offer is less than what otherwise would be required to be paid under section 7.11 or section 7.12.

The Council will only agree to wholly or partially exclude the application of section 7.11 or section 7.12 in exceptional circumstances.

This is a matter to be negotiated between Council and a developer. Otherwise, developers should assume that section 7.11 and section 7.12 will apply to the development.

## 17. IMPLEMENTATION REQUIREMENTS

Council requires that a VPA includes provisions a plan setting out:

- a. the timetable for the fulfilment of obligations under the VPA;
- b. the design, technical specification and standard of any work required by the VPA to be undertaken;
- c. the manner in which ownership of land or other property is to be transferred to Council;
- d. the manner in which a material public benefit is to be made available for its public purpose; and

- e. a warranty period for work, materials, buildings and any other property provided. These warranties must be for a minimum of 12 months for materials and services such as electrical works, and 15 years for structural items.
- e-f. The security to be provided by the developer for the performance of the obligations in the VPA.

## 18. PROBITY

To ensure that the negotiation and consideration of a planning agreement by Council is fair, transparent and uphold public confidence Council will:

1. Comply with the requirements of the Act, Regulation and this Policy in respect of planning agreements;
2. Only enter into VPAs planning agreements that achieve a Net Public Benefit ~~material public benefits~~;
3. Ensure planning VPAs agreements are voluntary;
4. Inform developers about the Council's Statement of Business Ethics Policy;
5. Ensure any conflicts of interest involving the Council are identified and appropriately managed (for example, it may be appropriate to have assessments undertaken by independent third parties where Council has an interest in the VPA);
6. Ensure Council officers comply with the Council's Code of Conduct – July 2022
- 6-7. Ensure appropriate delegations and separation of roles and responsibilities within Council, including, but not limited to, the following:
  - a. Councillors must not be involved in the preparation or negotiation of any VPA, but will be responsible for resolving whether or not to enter into one;
  - b. Only Council officers with delegated authority will be involved in the preparation or negotiation of a VPA on behalf of Council;
  - c. Council staff with key responsibilities in assessing or providing advice on development applications (or ensuring compliance), will not have a role in the negotiation of a VPA or its conditions, except where advice is required on matters relating to the conditions of consent for a particular proposal;
  - d. Council will ensure that all discussions with a developer and their consultants are:
    - i. sufficiently documented;
    - ii. held at Council offices;
    - iii. properly minuted; and
    - iv. stored in Council's records management system;
  - e. Where Council has a commercial stake in development the subject of a VPA, take appropriate steps to ensure conflicts of interest are avoided or managed appropriately.

## 19. COUNCIL'S COSTS

The ~~developer~~ Developer is responsible for all costs related to the negotiation, ~~and~~ execution and registration of the VPA. These costs include:

- a. negotiating, preparing, advertising and entering into the VPA (including but not limited to legal fees, consultants, valuers, quantity surveyors fees and Council staff costs); and
- b. registration of the VPA on the title of any the relevant land; and
- c. the payment of any enforcement costs incurred by Council of the VPA.

Prior to Council engaging its lawyers or other consultants, Council will require the developer to pay a cash bond to cover these ~~se expected cost expenses of negotiating the VPA.~~

Council's fees and charges set out the minimum fees payable by the developer, however additional costs may be incurred by Council during the negotiation and advertising process. The developer will be advised of any additional costs beforehand. The developer will be required to pay any additional on demand from Council.

~~In addition~~ As noted above, Council may require the developer to provide ~~a~~ security for the Developer's obligations under the VPA in the form of bank guarantee, cash or a bond, which will be negotiated and detailed in the VPA.



**20. OPERATION AND MONITORING VPAs**

~~Depending on the circumstances, a VPA may require the Developer to Under all VPAs, an submit a annual monitoring report will be required to be submitted to Council by the developer to ensure compliance with the provisions of the VPA and to monitor the progress of the VPA.~~

~~Council will routinely monitor the performance of the developer's obligations under a VPA and report them in accordance with the Act. The developer is required to, at its own cost, report periodically to Council on its compliance with obligations under the VPA.~~

**21. MODIFICATION AND DISCHARGE OF OBLIGATIONS**

Council may agree to a provision in a VPA permitting the ~~developer's~~ Developer's obligations under the VPA to be modified or discharged in the following circumstances:

- a. the ~~developer's~~ Developer's obligations have been fully carried out in accordance with the VPA, or
- b. the development consent to which the VPA relates has lapsed, or
- c. the development consent to which the VPA relates has been modified to such an extent that the obligations may not be appropriate, or
- d. the performance of the VPA has been frustrated by an event or events beyond the reasonable control of the parties, or
- e. other material changes affecting the operation of the VPA have occurred, or
- f. Council and the developer otherwise agree to the modification or discharge of the VPA.

~~such~~ Such a provision ~~may will~~ require the modification ~~or revocation~~ of the VPA in accordance with this policy, and the in accordance with the Act and Regulation.

**22. ASSIGNMENT, NOVATION AND DEALINGS BY THE DEVELOPER**

Council will not permit the assignment or novation of any or all of the developer's rights or obligations under the VPA, ~~or the novation of the VPA~~ to a third party, or any dealing in relation to any part or the whole of the land the subject of the VPA unless:

- a. the ~~developer~~ Developer has, at no cost to Council, first procured the execution by the person with whom it is dealing ~~of all~~ necessary documents in favour of Council, by which that person agrees to be bound by the VPA as if they were a party to the original VPA;
- b. if the proposed dealing involves a mortgage, charge or other encumbrance in relation to the party's right, title and interest in the land, Council is satisfied that there remains sufficient unencumbered value in the land to enable Council to realise the value in the land under a charge to Council in the event of a breach. Other parties' interests s must not rank above Council's interest in the land;
- c. the developer provides Council with evidence that the proposed assignee, novatee or transferee is reasonably capable of performing the obligation of the VPA;
- d. the party ~~Developer~~ is not in breach of the VPA.

This does not affect the operation of any of the other requirements of the VPA.

**23. PROVISION OF SECURITY UNDER A VPA**

Council will require a VPA to make provision for security to cover the ~~developer's~~ Developer's obligations under the VPA. The security amount must be adequate to allow Council to ensure that the relevant material public benefit will be made available to meet the need generated by the development. Security requirements and enforcement procedures are set out in the VPA template.

The security requirements are:

1. Monetary contributions - to be paid prior to the issuing of any Part 6 Certificate under the Act, usually a subdivision certificate or construction certificate.

2. Works contributions - the developer will be required to provide an unconditional bank guarantee in favour of Council or bond that is 130% of the agreed value of each of the works in the VPA. The security must be lodged with Council before a construction certificate is issued for each work. Upon completion of each work, to Council's satisfaction, part of the security equivalent to 100% of the value of the work will be returned to the developer. The remaining 2530% of the value of the work will be retained by Council as a security bond. The security bond will be returned after the defects liability period and maintenance periods have expired, and relevant Council staff have certified in writing that all obligations and works have been undertaken and completed to the standard set out in the VPA and any relevant approval.
3. Land dedication - Council will require a provision in the VPA allowing Council to compulsorily acquire the land to be dedicated, or transferred for a nominal sum, if the landowner defaults.

## 24. REGISTRATION OF VPAS

~~Most All~~ VPAs ~~will~~ may be required to be registered on the title of the land to which they relate within 28 days of execution by all parties. Upon the commencement of the VPA, the developer is to provide Council with the following documents to enable registration of the VPA on the land title:

- an instrument requesting registration of the VPA on the title to the Land in registrable form duly executed by the ~~Landowner~~, and
- the written irrevocable consent of each person who has an estate or interest in the land referred to in section 7.6(1) of the Act to that registration.

The ~~Landowner~~ is responsible for registering the agreement on the land title with the Land Registry Service (LRS) and is to provide Council with evidence of lodgement and registration.

## 25. DISPUTE RESOLUTION AND ENFORCEMENT

The VPA template provides the preferred mechanism for the resolution of disputes and the means for the enforcement of the VPA.

## 26. DISCLAIMER

Any advice given by Council at any stage when negotiating or submitting a VPA is to be considered given in good faith ~~considered to be provided without prejudice~~. Council accepts no responsibility for the misinterpretation or inaccuracy of any advice given. It is the developer's ~~applicant's sole~~ responsibility to seek clarification where necessary.

This Policy is not legally binding. However, it is intended that the Council and all persons dealing with the Council, in relation to VPAs, will follow this Policy to the fullest extent possible.

## 27. PERIODICAL UPDATES

It is intended that this Policy will be periodically updated. The updates may cover additional matters to those covered in this Policy or provide more detailed information of guidance on specific matters covered in this Policy. Council will undertake a review of this Policy:

- a. within 12 months of any general election of Council; or
- b. at the discretion of the Chief Executive Officer; or
- c. when the Department of Planning, Housing and Infrastructure (or equivalent) initiates any changes to the relevant legislation or guidelines that affect VPAs to enable incorporation into this Policy.

## 28. IMPLEMENTATION

### 28.1 Details of Approval and Revision

Approval Date	Date endorsed by Council
---------------	--------------------------

<b>Responsible Group</b>	Strategy
<b>Policy Owner</b>	Director Community, Planning and Environment
<b>Superseded policies</b>	Planning Agreements Policy 2005, adopted 19/06/2006
<b>Next Review Date</b>	<b>1 July 2029</b>

## 29. REFERENCES

- *Environmental Planning and Assessment Act 1979*
- *Environmental Planning and Assessment Regulation 2021*
- Planning agreements – Practice note – February 2021 published by Department of Planning, Industry and Environment
- Draft for Exhibition – Local Planning Agreements Practice Note

## 30. DEFINITIONS

**Act** means the *Environmental Planning and Assessment Act 1979*.

**Application** means a development application or application to modify a development consent or planning proposal.

**Council** means Port Macquarie Hastings Council.

**Developer** is a person who has sought a change to an environmental planning instrument (which includes the making, amendment or repeal of an instrument, or who has made or proposes to make a development application, or who has entered into an agreement with or is otherwise associated with such a person.

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

**Development contribution** means the kind of provision made by a developer under a VPA, being a monetary contribution, the dedication of land free of cost, the provision of a material public benefit or a combination of these.

**Explanatory note** means a written statement that summarises the objectives, the nature and effect of the proposed VPA, amendment or revocation, and contains an assessment of the merits of the proposed VPA, an amendment or revocation including the impact (positive or negative) on the public or any relevant section of the public.

**Material Public Benefit** means the benefit enjoyed by the public as a consequence of a development contribution.

**Planning Authority** means Port Macquarie Hastings Council.

**Planning benefit** means a development contribution that confers a net public benefit, that is, a benefit that exceeds the benefit derived from measures that would address the impacts of particular development on surrounding land or the wider community.

**Planning obligation** means an obligation imposed by a VPA on a developer requiring the developer to make a development contribution.

**Planning proposal** has the same meaning as defined in the Act.

**Practice Note** means the document titled 'Planning agreements – Practice note – February 2021' on Planning Agreements published by the NSW Department of Planning, Industry and Environment.

**Public facilities** means public infrastructure, facilities, amenities and services.

**Public purpose** is defined in section 7.4(2) of the Act to include the provision of, or the recoupment of the cost of providing public amenities and public services, affordable housing, transport or other

infrastructure. It also includes the funding of recurrent expenditure relating to such things as the monitoring of the planning impacts of development and the conservation or enhancement of the natural environment.

**Regulation** means the *Environmental Planning and Assessment Regulation 2021*.

**Surplus Value** means the value of the developer's provision under a Planning Agreement less the sum of the value of public works required to be carried out by the developer under a condition imposed under section 4.17 of the Act and the value of Development Contributions that are or could have been required to be made under section 7.11 or section 7.12 of the Act in respect of the development the subject of the Planning Agreement.

**Voluntary Planning Agreement (VPA)** has the same meaning as planning agreements defined in the Act.

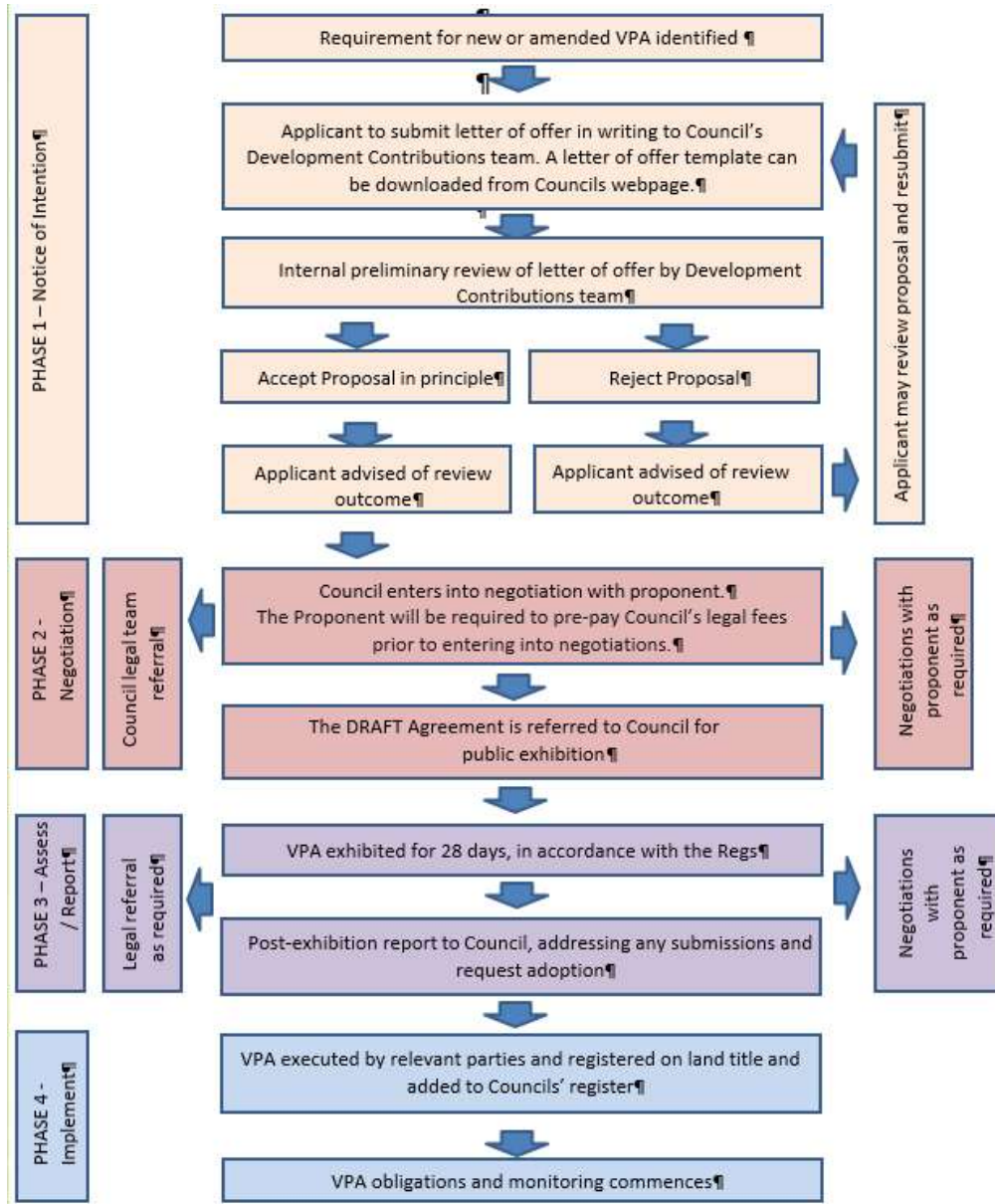
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## APPENDICES

## APPENDIX 1

## Planning Agreement Process Flow-Chart



**APPENDIX 2**

**Planning Agreement Template**

Refer to Attachment 3 within the Council Report.

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## APPENDIX 3

## Potential Material Public Benefits

The following table lists examples of public benefits that VPAs may seek to achieve. The list is not exhaustive, and developers are encouraged to discuss other public benefits with the Council:

<b>Infrastructure</b>	<ul style="list-style-type: none"> <li>• Accessibility improvements – accessible parking, kerb ramps, modifications to public buildings or areas</li> <li>• Roads – design and construction</li> <li>• Open Space – parks, public places, open space, embellishment</li> <li>• Drainage and stormwater controls</li> <li>• Traffic measures</li> <li>• Transport outcomes</li> <li>• Pedestrian and cycleway linkages and footpaths</li> <li>• Telecommunication networks</li> <li>• Power, water, gas</li> <li>• Communications and information technology, i.e. Wi-Fi in public space</li> <li>• Bridges (pedestrian or vehicular)</li> <li>• Flood management/mitigation works</li> </ul>
<b>Facilities</b>	<ul style="list-style-type: none"> <li>• Community buildings – i.e. libraries, halls, community centres</li> <li>• Accessible, key worker and affordable housing</li> <li>• Childcare centres</li> <li>• Public toilets</li> <li>• Youth spaces</li> <li>• Public leisure facilities</li> <li>• Performance spaces</li> <li>• Civic spaces</li> <li>• Public car parking areas and commuter parking</li> <li>• Bus shelters</li> <li>• Family care facilities sport, recreation and activity centres</li> <li>• Business, research and creative industries incubator space and ancillary uses</li> </ul>
<b>Public domain improvements</b>	<ul style="list-style-type: none"> <li>• Paving – paths, streets and open space areas</li> <li>• Plantings – streets and open space areas</li> <li>• Furniture – seats, bins</li> <li>• Banners</li> <li>• Public art in streets, open space and other public domain space</li> <li>• Kerb and gutters</li> <li>• Treatment and/or features in public places</li> <li>• Facilities such as kiosk in parks and open spaces</li> <li>• Turf</li> <li>• Public leisure, sport and recreation facilities</li> <li>• Environmental management improvements such as water and energy minimising devices</li> <li>• Water bubblers, lockers and other amenities</li> <li>• Signage including suburb identification, way finding, parking, interpretation and information signs for pedestrians, cyclists and users of other vehicles</li> <li>• Restoration and management of natural areas including beaches, bushland, creeks and lagoons</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• Cash contributions</li> <li>• Land, such as dedications for use as parks, facilities, pedestrian connectivity and new roads</li> </ul>

	<ul style="list-style-type: none"><li>• Contributions for development of community facilities plans and cultural facilities plans</li><li>• Aboriginal site protection</li><li>• Other benefits in line with Council plans and strategies – including plans of management, flood plan management plans, traffic and transport plans, masterplans, development control plans, local environmental plans and the management plan</li><li>• Other public benefits that provide a positive planning outcome for the people of Port Macquarie and meet the objectives of the Act.</li></ul>
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## Voluntary Planning Agreement

Port Macquarie Hastings Council ABN 11 236 901 601

[Developer Name] ACN [Developer ACN]

Date:

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# Agreement

## Date

## Parties

### First Party

Name	Port Macquarie Hastings Council ( <b>Council</b> )
ACN	11 236 901 601
Contact	[Council contact]
Telephone	[Council telephone details]

### Second Party

Name	[Developer Name] ( <b>Developer</b> )
ACN	[Developer ACN]
Contact	[Developer contact]
Telephone	[Developer telephone details]

## Background

### **OPTION: Where agreement is connected with a Development Application**

- A. On [date], the Developer made a Development Application to the Council for Development Consent to carry out the Development on the Land.
- B. That Development Application was accompanied by an offer by the Developer to enter into this agreement to make contributions for public purposes if Development Consent is granted.

### **OPTION: Where agreement is connected with a Modification Application**

- C. On [date], the Council approved Development Consent DA [insert details] to carry out [insert details] on the Land.
- D. On [date], the Developer lodged a Modification Application, seeking to amend the Development Consent to authorise the Development on the Land.
- E. That Modification Application was accompanied by an offer by the Developer to enter into this agreement to make contributions for public purposes if the Development Consent is modified.

### **OPTION: Where agreement is connected with an Instrument Change**

- F. On [date], the Developer made an application to the Council for the Instrument Change for the purpose of making a Development Application to the Council for Development Consent to carry out the Development on the Land.

- G. The Instrument Change application was accompanied by an offer by the Developer to enter into this agreement to make contributions for public purposes associated with the Instrument Change and the Development.

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## Operative part

### 1 Definitions

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

**NOTE: Remove definitions that are not required.**

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

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

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

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

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

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

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

**Bond** means an insurance bond from an AAA credit rated party, or a party with a credit rating otherwise acceptable to Council;

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

**Certificate of Practical Completion** means the written certificate confirming the Works, or part of the Works, have been completed to the Council's satisfaction issued under clause 8.1(b)(i) of Schedule 2;

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

**Construction Certificate** means a construction certificate as defined under section 6.4 of the Act, or if the Former Building and Subdivision Provisions apply, section 109C of the Act;

**Construction Terms** means the terms set out in Schedule 2;

**Contributions Plan** has the same meaning as under the Act;

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

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

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

**Dedication Land** means that part of the Land to be dedicated to Council in accordance with this agreement, as shown on the plan at Annexure B.

**Development** means [insert description of the proposed development];

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

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

**Detailed Management Plan** means a plan relating to the establishment and maintenance of the Environmental Management Land in accordance with the provisions of the document of the Council titled 'Port Macquarie-Hastings Development Control Plan 2013' or any development control plan that replaces or supplements that document that contains provisions relating to the establishment and maintenance of the Environmental Management Land;

**Easement Terms** means the terms of a public access easement as set out in Schedule 3;

**EML Security** means Security to secure the performance by the Developer of the Establishment Obligation and the Management Obligation;

**Environmental Management Land** means:

- (a) any part of the Land that is situated within Zone E2 Environmental Conservation or Zone E3 Environmental Management under the LEP;
- (b) identified within the approved Vegetation Management Plan associated with the original and existing Development Applications; or
- (c) any other part of the Land agreed between the Parties to be Environmental Management Land for the purposes of this Deed

before such land is required to be dedicated to the Council under this Deed;

**Establishment Obligation** means the establishment of Environmental Management Land in accordance with:

- (a) any the relevant requirements of any Development Consent relating to the Development, and
- (b) to the extent not inconsistent with such a Development Consent:
  - (i) any Detailed Management Plan approved by the Council, and
  - (ii) otherwise, to the satisfaction of the Council.

**Establishment Period** means the period commencing when the Development is commenced (within the meaning of the Act), or such other period or periods commencing at such other time or times as the Parties agree, and ending when the Establishment Obligation is completed to the satisfaction of the Council;

**Fax Number** means a party's facsimile number set out in the Notices clause of this agreement;

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

- (a) a lot created by a subdivision of the Land that is to be dedicated or otherwise transferred to the Council, or
- (b) a lot created by a subdivision of the Land which may be further subdivided.

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

**GST** has the same meaning as in the GST Law;

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

**Insolvent** means, in relation to a party:

- (a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;
- (g) an execution or analogous process is levied or enforced against the property of that party;
- (h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (i) that party disposes of, or threatens to dispose of, a substantial part of its assets;
- (j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or

- (k) that party is unable to pay the party's debts as and when they become due and payable.

**Instrument Change** means [insert details of LEP Amendment];

**Land** means Lot no. DP no., known as [address of land];

**Landowner** means [name of registered proprietor of the land];

**Law** means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

**LEP** means the Port Macquarie-Hastings Local Environmental Plan 2011 as amended, substituted or replaced from time to time.

**Management Contribution** means a monetary contribution of \$[Management Contribution] indexed quarterly after 1 January 2024 in accordance with the Consumer Price Index (All Groups- Sydney) published by the Australian Bureau of Statistics.

**Management Obligation** means the management of Environmental Management Land in accordance with:

- (a) the relevant requirements of any Development Consent relating to the Development, and
- (b) to the extent not inconsistent with such a Development Consent:
  - (i) any Detailed Management Plan approved by the Council, and
  - (ii) otherwise, to the satisfaction of the Council.

**Management Period** means the period of three years commencing immediately at the end of the Establishment Period, or such other period or periods commencing at such other time or times as the Parties agree.

**Management Work** means Work forming part of the Establishment Obligation or the Management Obligation.

**Modification Application** means any application to modify the Development Consent under section 4.55 of the Act;

**Monetary Contribution** means the monetary contribution payable by the Developer under clause 6.1 of this agreement;

**Net Developable Area** means the area of the Land remaining after excluding any part of the Land:

- (a) on which residential, business or industrial development is not permissible under the LEP;
- (b) that is, or will be, required to be dedicated to the Council for the purposes of a local park;
- (c) that the Council agrees to exclude at the request of the Developer;



- (d) that is or will be required for arterial road purposes (within the meaning of the document of the Council titled '*Port Macquarie-Hastings Development Control Plan 2013*'), and
- (e) any part of the Land on which development is restricted under a Development Consent to the protection of hollow-bearing trees.

**Occupation Certificate** means an occupation certificate as defined under section 6.4 of the Act, or if the Former Building and Subdivision Provisions apply, section 109C of the Act, and includes an interim Occupation Certificate, a final Occupation Certificate or a partial Occupation Certificate as the case may be;

**Public Reserve** has the same meaning as in the *Local Government Act 1993*;

**Public Road** has the same meaning as in the *Roads Act 1993*;

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

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

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

**Residue Lot** means a lot to be created in the Development that is not a Final Lot.

**Strata Plan** means a strata plan, a strata plan of subdivision or a strata plan of consolidation that is registered in accordance with the *Strata Schemes (Freehold Development) Act 1973* or the *Strata Schemes (Leasehold Development) Act 1986*;

**Subdivision** has the same meaning as in the Act.

**Subdivision Certificate** has the meaning given to the term in Division 6.4 of the Act.

**Transferee** has the meaning given in clause 12.3; and

**Works** means the work set out in Schedule 1.

## 2 Interpretation

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

**NOTE: Delete references that are not required.**

- (1) **(documents)** a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (2) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (3) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (4) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;

- (5) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (6) **(president, CEO, general manager or managing director)** the president, CEO, general manager or managing director of a body or Authority includes any person acting in that capacity;
- (7) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (8) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (9) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (10) **(singular)** the singular includes the plural and vice-versa;
- (11) **(gender)** words importing one gender include all other genders;
- (12) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (13) **(rules of construction)** neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (14) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (15) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;
- (16) **(joint and several)** an agreement, representation, covenant, right or obligation:
- (a) in favour of two or more persons is for the benefit of them jointly and severally; and
  - (b) on the part of two or more persons binds them jointly and severally;
- (17) **(writing)** a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (18) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (19) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (20) **(month)** a reference to a month is a reference to a calendar month; and

- (21) (year) a reference to a year is a reference to twelve consecutive calendar months.

### 3 Planning Agreement under the Act

- (1) The parties agree that this agreement is a planning agreement within the meaning of section 7.4 of the Act.
- (2) Schedule 4 of this agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this agreement addresses those requirements.

### 4 Application of this agreement

This agreement applies to:

- (1) the Instrument Change [if applicable], and
- (2) the Development [if applicable], and
- (3) the Land.

### 5 Operation of this agreement

- (1) This agreement commences on and from the date it is executed by all parties.

**OPTION: Delete as appropriate**

- (2) This agreement terminates on the lapse of the Development Consent.
- (3) The Council may terminate this agreement:
- (a) if the Developer being an individual, dies or becomes incapable because of unsoundness of mind to manage their own affairs;
- (b) if the Developer being a company, resolves to go into liquidation (or has a petition for its winding up presented and not withdrawn within 30 days after presentation) or enters into any scheme or arrangement with its creditors under the relevant provisions of the Corporations Act 2001 or any similar legislation, or if a liquidator, receiver or receiver and manager or provisional liquidator is appointed, or if the company is deregistered. This does not negate, limit or restrict any rights or remedies of Council which would have been available at law or in equity had this clause not been included;
- (c) on the declaration by a Court of competent jurisdiction that the Development Consent issued for the Development is invalid;
- (d) if the Development Consent is surrendered in accordance with s 4.63 of the Act and the regulations;
- (e) if the Developer does not effect the dedication of the Dedication Land in accordance with 6.3 within 2 years of the date of this agreement.
- (4) Consequences of termination:

- (a) On the date of termination, subject to the following sub-paragraphs, the Developer releases the Council from any obligation to perform any term, or any liability arising out of, this agreement after the date of termination;
- (b) Termination of this agreement does not release either party from any obligation or liability arising under this agreement before termination; and
- (c) If the Dedication Land has been transferred to Council and this agreement is then terminated, clauses 6 to 17 survive this agreement.

## 6 Contributions to be made under this agreement

### **OPTION: Where monetary contribution offered**

#### 6.1 Monetary Contribution

- (1) The Developer will pay to Council a monetary contribution of \$insert amount of monetary contribution or an amount calculated in accordance with the following formula, whichever is the greater:

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

- (2) Subject to clause 6.1(3), the Monetary Contribution must be paid to Council in instalments as follows:
  - (a) 75% of the Monetary Contribution prior to the issue of a Construction Certificate for the Development; and
  - (b) 25% of the Monetary Contribution prior to the issue of an Occupation Certificate for the Development, or prior to the registration of any Strata Plan, whichever is earlier.
- (3) The Developer is not required to pay the instalment of the Monetary Contribution specified in clause 6.1(2)(a) if the Developer provides to the Council a Bank Guarantee in accordance with clause 12.2 as security for that payment, in which case the Developer must pay the full amount of the Monetary Contribution prior to the issue of an Occupation Certificate for the Development.
- (4) The Monetary Contribution must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council.
- (5) The Monetary Contribution will be taken to have been made when the Council notifies the Developer in writing that the bank cheque has been received and cleared funds or electronic funds have been deposited in the Council's bank account.
- (6) The parties agree and acknowledge that the Monetary Contribution will be used by the Council towards insert public purpose of monetary contribution.

### **OPTION: Where works in kind offered**



**6.2 Works**

- (1) The Developer will carry out the Works in accordance with this agreement, including the Construction Terms and any Development Consent granted for the Works.
- (2) The Works or any part of the Works required under this agreement will be taken to have been completed for the purposes of this agreement when a Certificate of Practical Completion has been issued for those Works.
- (3) The Works or any part of the Works required under this agreement will be taken to have been delivered to Council when the land on which those Works are located is dedicated to Council.
- (4) The Works must be delivered to the Council prior to the issue of an Occupation Certificate for the Development or any part of the Development.
- (5) The parties agree and acknowledge that the Works serve the following public purposes:
  - (a) [insert details of public purposes].

**OPTION: Where land is to be dedicated****6.3 Dedication of Land**

- (1) The Developer must dedicate or cause to be transferred to the Council, at no cost to the Council, the Dedication Land freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land, including but not limited to, municipal rates and charges, water rates and land tax, except as permitted by Council.

**OPTION: For dedication of public reserve land**

- (2) The obligation to dedicate the Dedication Land will be taken to have been satisfied when either a Certificate of Title is issued by NSW Land and Property Information for the whole of the Public Reserve identifying the Council as the registered proprietor of that land without encumbrances as required by clause 6.3(1) or when the Public Reserve is dedicated to Council by operation of the registration of a plan of subdivision in accordance with section 49 of the *Local Government Act 1993*.

**OPTION: For dedication of public road land**

- (3) The obligation to dedicate the Dedication Land will be taken to have been satisfied when either a Certificate of Title is issued by NSW Land and Property Information for the whole of the Public Road identifying the Council as the registered proprietor of that land without encumbrances as required by clause 6.3(1) or when the Public Road is dedicated to Council by operation of the registration of a plan of subdivision in accordance with section 9 of the *Roads Act 1993*.

**OPTION: For dedication of other land, including land for community facilities, environmental management, etc.**

- (4) The obligation to dedicate the Dedication Land will be taken to have been satisfied when a Certificate of Title is issued by NSW Land and Property Information for the whole of the Dedication Land identifying the Council as the registered proprietor of that land without encumbrances as required by clause 6.3(1).

- (5) The Dedication Land must be dedicated or transferred to Council prior to [insert timing for dedication or transfer of land – Options include: “within 10 Business Days of registration of a subdivision plan creating the Dedication Land” OR “prior to the issue of an Occupation Certificate for the Development or any part of the Development”].
- (6) The parties agree and acknowledge that the embellishment and dedication of the Dedication Land serve the public purpose of [insert details of public purposes].

**OPTION: Where Developer is to maintain works after completion**

**6.4 Maintenance of Works**

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

**Maintain** means works to bring an item to a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including repairing any defects due to use of poor materials or due to poor workmanship, but does not include removing graffiti or repairing any item damaged as a consequence of vandalism. **Maintained** and **Maintenance** have corresponding meanings.

**Maintenance Period** in relation to a particular item of Work, is the period of [x] years from the time that item of Work is delivered to Council in accordance with this agreement.

**Maintenance Schedule** means the schedule of proposed Maintenance works as required by clause 6.4(4).
- (2) The Works or any part of those works, must be Maintained by the Developer to the reasonable satisfaction of the Council for the Maintenance Period.
- (3) The Developer must follow relevant Council policies and obtain all Approvals necessary to carry out the Maintenance required under this clause.
- (4) Prior to the issue of a Certificate of Practical Completion for any part of the Works, the Developer must:
  - (a) provide to the Council a Maintenance Schedule setting out the proposed Maintenance works and estimated costs for the relevant part of the Works over the Maintenance Period, and
  - (b) once the Council approves the Maintenance Schedule, acting reasonably, provide the Council with a Bank Guarantee or Bond in the amount of the estimated costs of the maintenance works as set out in the Maintenance Schedule.
- (5) The Council agrees to promptly return any Bank Guarantee provided under paragraph (4) of this clause at the end of the Maintenance Period for the relevant item of Works, subject to paragraphs (10) and (11) of this clause.
- (6) Forty Business Days prior to the end of any Maintenance Period, the Developer must request Council to carry out an inspection of the Works or any part of those Works.
- (7) The Council must carry out the inspection as requested by the Developer within 5 Business Days of the request.

- (8) The Council may, within 5 Business Days of carrying out the inspection notify the Developer of any Maintenance work required, including any Maintenance required in addition to the work set out in the Maintenance Schedule.
- (9) If the Developer is issued with a notice to carry out Maintenance work under paragraph (8) of this clause, the Developer must, at the Developer's cost, carry out the Maintenance work as specified in the notice and in the timeframe specified by the notice.
- (10) If the Council issues a notice under paragraph (8) of this clause, the Council may retain any Bank Guarantee provided by the Developer under paragraph (4) of this clause until the Maintenance work required under the notice has been completed, or any dispute about the notice has been resolved, despite the expiration of any Maintenance Period.
- (11) If the Developer fails to substantially comply with an approved Maintenance Schedule and does not rectify that failure within 21 Business Days of being notified of that failure or within a reasonable period of time agreed between the parties, or if the Developer fails to comply with a notice issued under paragraph (8) of this clause, the Council may, by itself, its employees, contractors or agents, carry out the required works and may:
  - (a) call on the Bank Guarantee or Bond provided under paragraph (4) of this clause in satisfaction of the costs of carrying out the maintenance work; and
  - (b) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the Bank Guarantee or Bond and the costs incurred by the Council in carrying out the maintenance work.

**OPTION: Where Environmental Management Land is offered**

**6.5 Approval of Detailed Management Plan**

- (1) The Developer is not to establish or maintain the Environmental Management Land except in accordance with:
  - (a) Detailed Management Plan that has been approved by the Council, and
  - (b) the terms of any Approval granted by the Council (as modified from time to time).
- (2) The Developer is to ensure that any Development Application that seeks Development Consent for the establishment and maintenance of Environmental Management Land is accompanied by a Detailed Management Plan.

**6.6 Approval of Vegetation Management Plan**

- (1) The Developer is to submit a Vegetation Management Plan to the Council for approval before any application being made for a Construction Certificate for the establishment and maintenance of the Environmental Management Land.
- (2) The Developer is not to establish or maintain the Environmental Management Land except in accordance with:
  - (a) the Vegetation Management Plan, and

- (b) the terms of any Approval granted by the Council as modified from time to time.

**6.7 Establishment and management of Environmental Management Land**

- (1) The Developer, at its own cost, is to perform:
  - (a) the Establishment Obligation during the Establishment Period, and
  - (b) the Management Obligation during the Management Period.
- (2) The Developer is to perform its obligations with respect to its Establishment Obligation and Management Obligation in accordance with:
  - (a) this Agreement;
  - (b) any further agreement that is entered into by the Parties; and
  - (c) any requirements and directions notified in writing by the Council to the Developer at any time before the Management Work is taken to have been completed under this Agreement that are not inconsistent with:
    - (i) this Agreement,
    - (ii) any further agreement entered into by the Parties, or
    - (iii) any Development Consent relating to the Development.
- (3) Despite any other provision of this Deed, the Establishment Obligation and the Management Obligation are not to be varied by the Developer, unless:
  - (a) the Parties agree in writing to the variation, and
  - (b) any consent or Approval required under the Act or any other law to the variation is first obtained.
- (4) Despite any other provision of this Deed:
  - (a) the Developer, by written notices, is to inform the Council when it considers it has completed the Establishment Obligation and, again, when it considers it has completed the Management Obligation;
  - (b) not later than 14 days after receipt of such notice, the Council may, by written notice, direct the Developer to do the things specified in the notice in order to complete the Establishment Obligation or the Management Obligation to its satisfaction; and
  - (c) The Developer, at its own cost, is to comply with any such direction of the Council according to its terms.
- (5) For the purposes of this Deed, the Establishment Obligation and the Management Obligation are taken to have been completed:
  - (a) if the Developer was not given a notice under clause 6.7(4) – at the end of the period specified in that clause, or

- (b) if the Developer was given a notice under clause 6.7(4) – when the Council, by written notice, informs the Developer that the Developer has complied with that notice to the satisfaction of the Council.

#### 6.8 Failure to perform Establishment Obligation or Management Obligation

Clause 6.4, with any necessary modifications, applies to a breach of the Establishment Obligation or the Management Obligation by the Landowner in the same way as it applies to a breach of an obligation to carry out Work by the Landowner.

#### 6.9 Inspection of Environmental Management Land

- (1) Before the Environmental Management Land is dedicated to the Council in accordance with this Deed, the Landowner is to permit the Council, its officers, employees, agents and contractors to enter that land at any time for the purposes of establishing compliance with the Vegetation Management Plan upon giving reasonable prior notice.
- (2) After the Environmental Management Land is dedicated to the Council in accordance with this Deed, the Landowner is to permit the Council, its officers, employees, agents and contractors to reasonably pass through land owned, occupied or otherwise controlled by the Landowner to enable the Council to obtain reasonable access to the Environmental Management Land.
- (3) This clause does not derogate from any other rights the Council has under this Deed to enter the Environmental Management Land.

#### 6.10 Access to Environmental Management Land

- (1) Before the Environmental Management Land is dedicated to the Council in accordance with this Deed, the Developer is to permit the Council, its officers, employees, agents and contractors to enter that land at any time, upon giving reasonable prior notice, to inspect, examine or test that land.
- (2) After the Environmental Management Land is dedicated to the Council in accordance with this Deed:
  - (a) the Developer is to permit the Council, its officers, employees, agents and contractors to pass through land owned, occupied or otherwise controlled by the Developer to enable the Council to obtain access to the Environmental Management Land;
  - (b) subject to complying with the provisions in the *Local Government Act 1993*, the Developer and its employees, agents, and contractors are to be appointed as the Council's agents on terms agreed with the Council, for the purpose of passing through private land in order to access the Environmental Management Land and carry out its Management Obligation; and
  - (c) the Developer and its employees, agents and contractors are authorised to access the Environmental Management Land without payment of any access fee in order to carry out its Management Obligation, subject to the Developer:
    - (i) providing no less than 14 days' notice to the Council; and
    - (ii) complying with the Council's reasonable requirements for access, except that no access fee will be payable by the Developer.



- (3) The Developer jointly and severally indemnifies the Council in respect of any negligent act or omission of the Developer, its employees, agents or contractors in accessing the Environmental Management Land under clause 6.10(2).

**6.11 Damage and repairs to Management Work**

- (1) Subject to clause 6.11(2), the Developer, at its own cost, is to repair and make good, to the satisfaction of the Council having regard to the standard specified in clause 6.11(3), any loss or damage to any Management Work, from any cause whatsoever, occurring prior to the commencement of the Management Period.
- (2) Despite clause 6.11(1), the Developer is not required to repair or make good any loss or damage to any Management Work to the extent that it is:
- (a) caused or contributed to by the Council or the Council's invitees, agents, employees or contractors, or
  - (b) outside of the Developer's control, following dedication of the Environmental Management Land to the Council.
- (3) If the Developer is required under clause 6.11(1) to repair and make good any loss or damage to any Management Work, the Developer is to repair and make good such loss or damage to the standard required under the applicable Approval and Detailed Management Plan for the relevant Management Work.

**6.12 Management Contribution**

- (1) Subject to clause 6.5(2), the Developer is to pay to the Council the Management Contribution relating to each part of the Development to which a Development Consent relates based on the Net Developable Area of the Land the subject of the relevant Development Consent and at the following times:
- (a) if the Development involves Subdivision that will create a Final Lot - before a Subdivision Certificate is issued in relation to the Development or at such other time as the Parties agree; or
  - (b) if the Development does not involve Subdivision that will create a Final Lot - before the first Construction Certificate is issued in respect of the Development or at such other time as the Parties agree.
- (2) Nothing in this Deed requires the Developer to pay to the Council the Management Contribution in respect of the creation of a Residue Lot unless the Council is of the opinion that the lot will not be further subdivided.
- (3) The Council is to deposit the Management Contribution paid by the Developer into the consolidated fund referred to in s 409(3)(b) of the *Local Government Act 1993*.
- (4) The Management Contribution and any interest earned on its investment is to be held and applied by the Council for a period of 17 years on and from the expiration of the Management Period towards the ongoing environmental management of the Environmental Management Land but only where that land has been dedicated to the Council.
- (5) The Management Contribution payable by the Developer may be reduced by agreement in writing between the Developer and the Council but only if the agreement also provides for a Management Period that exceeds three years.

**6.13 EML Security**

- (1) The Developer is to provide the EML Security to the Council before the Environmental Management Land is dedicated to the Council.
- (2) The amount of the EML Security is \$20,000.00 indexed annually from the commencement of this Deed in accordance with the.
- (3) From time to time, Council may:
  - (a) review the amount of the EML Security having regard to the cost to the Developer of performing the Management Obligation in accordance with this Deed, and
  - (b) notify the Developer in writing of the revised amount of the EML Security, and the revised amount notified to the Developer replaces the amount of EML Security specified in clause 6.13(2).
- (4) The Council is not to call upon the EML Security unless the Council considers that the Landowner has failed to comply with a notice referred to in clause 6.4, relating to a breach of the Management Obligation under clause 6.8.
- (5) The Council may apply the EML Security in satisfaction of:
  - (a) the Developer's obligations under this Agreement to carry out the Management Obligation, and
  - (b) any liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to carry out the Management Obligation.
- (6) The Council is to release and return the EML Security or any remaining part of it to the Developer within 14 days of the date on which the Management Obligation is completed to the satisfaction of the Council but only if the Developer is not in breach of this Deed at that time.
- (7) If the Council calls on the EML Security in accordance with this Agreement, the Council may, by notice in writing to the Developer, require the Developer to provide a further EML Security in an amount which, together with any unused portion of any existing EML Security, does not exceed the amount specified in clause 6.13(2).
- (8) Any difference between the amount of the EML Security called upon by the Council and the costs incurred by the Council in completing the Management Obligation or both may be recovered by the Council from the Developer as a debt due in a court of competent jurisdiction.

**OPTION: Where public access easements are offered****6.14 Public Access and Easements**

- (1) Subject to clause 6.2, the Developer will, at no cost to Council, register against the title to the Land:
  - (a) a covenant prohibiting any building or structures, including pillars, other than structures approved by the Council (acting reasonably) for the purposes of enhancing public domain areas, to be constructed on [describe the location where public access is required by reference to plan and

include a defined term if required e.g. Setback Area], which covenant is to be limited in height and depth [describe limitations]; and

- (b) an easement in gross burdening that part of the Land on which the [eg. Setback Area] is located limited in height to [describe limitations] in favour of the Council permitting public access to the [e.g. Setback Area] and generally in accordance with the Easement Terms.
- (2) Any requirement to register an easement, covenant or other instrument against the title to the Land will be satisfied when the Developer provides to the Council a copy of the relevant title search showing the registration of the instrument.
- (3) Any covenant required under clause (1) must be registered prior to the issue of the first Construction Certificate for any building on the Land forming part of the Development.
- (4) Any easement, required under clause (1) must be registered prior to the issue of an Occupation Certificate for any building on the Land forming part of the Development.
- (5) The parties agree that the proposed covenant and easement under this clause will serve the following public purposes:
  - (a) To increase the amount of and improve existing public open space areas in the vicinity of the Land;
  - (b) To improve pedestrian circulation and the amenity of the public domain in the vicinity of the Land.
- (6) The Developer agrees and acknowledges that the obligations under this clause 6.5 are relevant considerations for the Council or any other consent authority when determining a Development Application or Modification Application relating to the Land and that a failure to comply with those obligations or any inconsistency with the requirements in those clauses may constitute a reason for refusal of such a Development Application or Modification Application.

**OPTION: Where access to Council owned land is required**

**6.15 Access to Council owned land**

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

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

- (1) This agreement [excludes OR does not exclude] the application of section 7.11 of the Act to the Development.

- (2) This agreement [excludes OR does not exclude] the application of section 7.12 of the Act to the Development.
- (3) This agreement [excludes OR does not exclude] the application of section 7.24 of the Act to the Development.
- (4) The benefits under this agreement [are to be OR are not to be] taken into consideration in determining a development contribution under section 7.11 of the Act.

*Note: s7.4(3A) of the Act provides that sections 7.11 and 7.12 of the Act cannot be excluded unless the consent authority for the development or the Minister is a party to the agreement. Section 7.4(5A) provides that a planning authority must not enter into a planning agreement that excludes the application of section 7.24 without the approval of the Minister or a development corporation designated by the Minister.*

## 8 Registration of this agreement

### 8.1 Developer Interest

The Developer [or "The Landowner", if the Developer is not the registered proprietor] represents and warrants to the Council that on the date of this agreement it is the registered proprietor of the Land.

### 8.2 Registration of this agreement

- (1) The Developer agrees to procure the registration of this agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.
- (2) The Developer, at its own expense, must:
  - (a) procure the lodgement of this agreement with the Registrar-General as soon as reasonably practicable after this agreement comes into operation, but in any event, no later than 10 Business Days after that date;
  - (b) procure the registration of this agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this agreement is lodged for registration; and
  - (c) provide documentary evidence that the registration of this agreement has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred.
- (3) The Developer at its own expense will take all practical steps, and otherwise do anything that the Council reasonably requires to procure:
  - (a) The consent of each person who:
    - (i) has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW); or
    - (ii) is seized or possessed of an estate or interest in the Land,
  - (b) An acceptance of the terms of this agreement and an acknowledgement in writing from any existing mortgagee in relation to the Land that the mortgagee will adhere to the provisions of this agreement if it takes possession of the Land as mortgagee in possession,

- (c) The execution of any documents; and
- (d) The production of the relevant duplicate certificates of title,  
to enable the registration of this agreement in accordance with this clause 8.2.
- (4) The Landowner consents to the registration of the agreement in accordance with this clause 8.2.

### 8.3 Removal from Register

The Council will provide a release and discharge of this agreement so that it may be removed from the folios of the Register for the Land (or any part of it) provided the Council is satisfied the Developer has duly fulfilled its obligations under this agreement, and is not otherwise in default of any of the obligations under this agreement.

### 8.4 Caveat

**Note: Can be deleted if Council considers the clause unnecessary**

- (1) The Developer acknowledges and agrees that:
  - (a) when this agreement is executed, the Council is deemed to have acquired and the Developer is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council will have a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest;
  - (b) it will not object to the Council lodging a caveat in the relevant folios of the Register for the Land nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- (2) The Council must, at the Developer's cost, register a withdrawal of any caveat in respect of the Land within five Business Days after the Developer complies with clause 8.2 and must not lodge any other caveats on the titles to any of the Land, other than in accordance with clause (1).

## 9 Dispute resolution

### 9.1 Reference to Dispute

If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

### 9.2 Notice of Dispute

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

- (1) The nature of the dispute,
- (2) The alleged basis of the dispute, and
- (3) The position which the party issuing the Notice of Dispute believes is correct.



**9.3 Representatives of Parties to Meet**

- (1) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (2) The parties may, without limitation:
  - (a) resolve the dispute during the course of that meeting,
  - (b) agree that further material or expert determination in accordance with clause 9.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
  - (c) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

**9.4 Further Notice if Not Settled**

If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 9.5 or by expert determination under clause 9.6.

**9.5 Mediation**

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

- (1) The parties must agree to the terms of reference of the mediation within 15 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (2) The mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (3) The mediator appointed pursuant to this clause 9.5 must:
  - (a) Have reasonable qualifications and practical experience in the area of the dispute; and
  - (b) Have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;
- (4) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (5) The parties must within 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the

Council must advise of the representative within 5 Business Days of the resolution);

- (6) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (7) In relation to costs and expenses:
  - (a) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
  - (b) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

#### 9.6 Expert determination

If the dispute is not resolved under clause 9.3 or clause 9.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (1) The dispute must be determined by an independent expert in the relevant field:
  - (a) Agreed upon and appointed jointly by the parties; and
  - (b) In the event that no agreement is reached or no appointment is made within 20 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (2) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (3) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (4) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (5) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (6) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
  - (a) Within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
  - (b) The determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

**9.7 Litigation**

If the dispute is not *finally* resolved in accordance with this clause 9, then either party is at liberty to litigate the dispute.

**9.8 No suspension of contractual obligations**

Subject to any interlocutory order obtained under clause 9.1, the referral to or undertaking of a dispute resolution process under this clause 9 does not suspend the parties' obligations under this agreement.

**10 Enforcement****10.1 Default**

- (1) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.
- (2) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (3) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 9 of this agreement.

**10.2 Bank Guarantee**

**OPTION: When monetary contributions or works are proposed and not to be provided on execution**

- (1) If the Developer elects to provide a Bank Guarantee instead of paying the first instalment of the Monetary Contribution as set out in clause 6.1(2), the Developer must provide to the Council a Bank Guarantee in an amount equivalent to 75% of the Monetary Contribution prior to the issue of a Construction Certificate for the Development.
- (2) Prior to the issue of a Construction Certificate [or other date as agreed] the Developer must provide to the Council a Bank Guarantee in the amount of \$insert amount to secure:
  - (a) [insert details of items secured by Bank Guarantee as required including the costs of compulsory acquisition, completion of works, etc.].
- (3) The Council may reject any Bank Guarantee that contains errors, or if it has received the Bank Guarantee, require at any time the Developer to obtain a replacement Bank Guarantee that rectifies any such errors or otherwise obtain rectification of the errors. The Developer must provide the replacement Bank Guarantee, or otherwise obtain rectification of the errors, within 5 Business Days of receiving the Council's request.
- (4) The Council may call on a Bank Guarantee provided under this clause if:
  - (a) the Developer is in material or substantial breach of this agreement and has failed to rectify the breach within a reasonable period of time after

having been given reasonable notice (which must not be less than 21 Business Days) in writing to do so in accordance with clause 10.1 of this agreement; or

(b) the Developer becomes Insolvent.

- (5) Within 20 Business Days of each anniversary of a Bank Guarantee provided under clause (1), the Developer must provide Council with one or more replacement Bank Guarantees (**Replacement Bank Guarantee**) in an amount calculated in accordance with the following:

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

Where:

A is the amount of the Replacement Bank Guarantee,

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

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

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

provided A is greater than B.

- (6) On receipt of a Replacement Bank Guarantee provided under clause 10.2(5), the Council must release and return to the Developer, as directed, the Bank Guarantee that has been replaced as soon as reasonably practicable.
- (7) At any time following the provision of a Bank Guarantee under this clause, the Developer may provide the Council with one or more replacement Bank Guarantees totalling the amount of all Bank Guarantees required to be provided under this clause for the time being. On receipt of such replacement Bank Guarantee, the Council must release and return to the Developer, as directed, the Bank Guarantee(s) which it holds that have been replaced as soon as reasonably practicable.
- (8) Subject to clause 10.2(4), the Council may apply the proceeds of a Bank Guarantee in satisfaction of:
- (a) any obligation of the Developer under this agreement that is secured by the Bank Guarantee; and
  - (b) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this agreement.
- (9) The Council must promptly return a Bank Guarantee provided under this clause to secure the provision of any Works if requested by the Developer and:
- (a) A Certificate of Practical Completion has been issued for the item of Works to which the Bank Guarantee relates; and
  - (b) The Developer has provided a Bond or Bank Guarantee under clause 8.5 of the Construction Terms (defects liability guarantee) for that item of Works;

- (c) The Developer has provided a Bank Guarantee for any Maintenance Period under clause 6.4 for that item of Works; and
  - (d) If the Bank Guarantee relates to other items of Works for which a Certificate of Practical Completion has not been issued, a replacement Bank Guarantee is provided by the Developer in an amount determined by the Council acting reasonably, that is equivalent to the costs of constructing those other items of Works.
- (10) For the avoidance of doubt, the Developer may direct Council in writing to continue to hold a Bank Guarantee provided under this clause 12.2 in satisfaction of the requirement to submit a Bank Guarantee or Bond under clause 8.5 of the Construction Terms for defects liability.
- (11) Nothing in this clause 10.2 prevents or restricts the Council from taking any enforcement action in relation to:
- (a) any obligation of the Developer under this agreement; or
  - (b) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this agreement,

that is not or cannot be satisfied by calling on a Bank Guarantee.

**OPTION: When land is to be dedicated**

**10.3 Compulsory Acquisition**

- (1) If the Developer does not dedicate the Dedication Land to Council as required by this agreement, the Council may compulsorily acquire the relevant land, in which case the Developer consents to the Council compulsorily acquiring that land for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures in the *Land Acquisition (Just Terms Compensation) Act 1991* and may call upon any Bank Guarantee provided under clause 10.2 to cover any costs, including legal costs, incurred by the Council on acquisition of the land.
- (2) Clause 10.3(1) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991*.
- (3) Except as otherwise agreed between the Developer and Council, the Developer must ensure the Dedication Land is freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates, strata levies and contracts, except as may be permitted by this agreement on the date that the Council will acquire the land in accordance with clause 10.3(1).
- (4) The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant land under clause 10.3(1).
- (5) The Developer must pay the Council, promptly on demand, an amount equivalent to all costs, including legal costs, incurred by the Council acquiring the whole or any part of the relevant land under clause 10.3(1) that are not or cannot be recovered by calling on a Bank Guarantee.

**10.4 Restriction on the issue of Certificates**

**NOTE: Delete the provisions that are not relevant**



- (1) In accordance with section 6.8 of the Act and any associated regulations (or if the Former Building and Subdivision Provisions apply, section 109F of the Act and clause 146A of the Regulation) any obligations to:
- (a) provide a Bank Guarantee under clause 10.2; and
  - (b) pay the Monetary Contribution under clause 6.1,
- must be satisfied prior to the issue of a Construction Certificate for the Development or any part of the Development.
- (2) In accordance with section 6.10 of the Act and any associated regulations (or if the Former Building and Subdivision Provisions apply, section 109H(2) of the Act) the obligations to:
- (a) carry out the Works;
  - (b) dedicate the Dedication Land;
  - (c) provide a Bank Guarantee or Bond for any item of the Works for defects liability under the Construction Terms;
  - (d) complete the construction and finishing of the Council Strata Lot in accordance with clause 6.7(1); and
- must be satisfied prior to the issue of an Occupation Certificate for the Development or any part of the Development.

#### 10.5 General Enforcement

- (1) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.
- (2) Nothing in this agreement prevents:
- (a) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and
  - (b) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

### 11 Warranties

The Developer warrants to Council that

- (1) it is able to fully comply with its obligations under this agreement;
- (2) it has full capacity to enter into this agreement; and
- (3) there is no legal impediment to it entering into this agreement, or performing the obligations imposed under it.

## 12 Assignment and dealings

### 12.1 Assignment

- (1) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties.
- (2) Any change of ownership or control (as defined in section 50AA of the *Commonwealth Corporations Act 2001*) of a party (excluding the Council) shall be deemed to be an assignment of this agreement for the purposes of this clause.
- (3) Any purported dealing in breach of this clause is of no effect.

### 12.2 Arrangements with Mortgagee

- (1) The Developer [or the Landowner, if the Developer is not the owner of the land] agrees with the Council that if the Developer [or the Landowner, if the Developer is not the owner of the land] mortgages the Land after this agreement is entered into it must use all reasonable efforts at that time to arrange a multiple party deed of agreement between the Council, the Developer, and the mortgagee who will be providing finance for the Works so that the mortgagee accepts that the responsibilities set out in this agreement are binding upon the mortgagee in the event that the Developer defaults on the mortgage and the mortgagee takes possession of the Land.
- (2) The terms of the adoption of the obligations of the Developer by the mortgagee shall be as reasonably required by the Council. The agreement shall be prepared at the cost of the Developer.

### 12.3 Transfer of Land

- (1) The Developer [or the Landowner, if the Developer is not the owner of the land] may not transfer, assign or dispose of the whole or any part of its right, title or interest in the Land (present or future) or in the Development to another person (**Transferee**) unless before it sells, transfers or disposes of that right, title or interest:
  - (a) The Developer [or Landowner] satisfies the Council that the proposed Transferee is financially capable of complying with the Developer obligations under this agreement;
  - (b) The Developer [or Landowner] satisfies the Council that the rights of the Council will not be diminished or fettered in any way;
  - (c) The Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council containing provisions under which the Transferee agrees to comply with all the outstanding obligations of the Developer under this agreement;
  - (d) The Transferee delivers to the Council replacement Bonds or Bank Guarantees as required by this agreement;
  - (e) Any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and
  - (f) The Developer and the Transferee pay the Council's reasonable costs in relation to the assignment.

### 13 Approvals and consents

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 obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

### 14 No fetter

#### 14.1 Discretion

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

#### 14.2 No fetter

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

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

#### 14.3 Planning Certificates

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

### 15 Notice

#### 15.1 Notices

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

- (1) must be in writing and signed by a person duly authorised by the sender;

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

- (a) to Port Macquarie Hastings Council: Corner Lord and Burrawan Streets, Port Macquarie, New South Wales 2444  
Fax: [Council fax]  
Email: [Council email]  
Attention: [Council contact]
- (b) to [Developer Name]: [Developer address]  
Fax: [Developer fax]  
Email: [Developer email]  
Attention: [Developer contact]

- (3) is taken to be given or made:

- (a) in the case of hand delivery, when delivered;
- (b) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
- (c) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's fax number; and

- (4) if under clause (3) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

#### 15.2 Notices sent by email:

- (1) A party may serve a Notice by email if the Notice:
- (a) includes a signature block specifying:
- (i) the name of the person sending the Notice; and
- (ii) the sender's position within the relevant party;
- (b) states in the body of the message or the subject field that it is sent as a Notice under this agreement;
- (c) contains an express statement that the person sending the Notice has the authority to serve a Notice under this agreement;
- (d) is sent to the email address below or the email address last notified by the intended recipient to the sender:
- (i) to Port Macquarie Hastings Council: Attention: [Council contact]  
[Council email]
- (ii) to [Developer Name]: Attention: [Developer contact]  
[Developer email]

- (2) The recipient of a Notice served under this clause 15.2 must:
  - (a) promptly acknowledge receipt of the Notice; and
  - (b) keep an electronic copy of the Notice,
- (3) Failure to comply with clause 15.2 does not invalidate service of a Notice under this clause.

### 15.3 Receipt of Notices sent by email

- (1) A Notice sent under clause 15.2 is taken to be given or made:
  - (a) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
  - (b) when the Notice enters an information system controlled by the recipient; or
  - (c) when the Notice is first opened or read by the recipient,whichever occurs first.
- (2) If under clause 15.3 a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

## 16 Security for legal costs

### 16.1 Enforcement

- (1) The Parties acknowledge and agree that as at the date of this Deed, the Developer has provided to the Council and the Council holds a Bank Guarantee of \$50,000 in respect of the Council's costs of enforcement of any breach of the terms of this Deed by the Developer.
- (2) If the Council calls on a Bank Guarantee given pursuant to this clause, it may use the amount so paid to it in satisfaction of the Developer's obligations under this Deed so breached and additionally for any liability, loss, cost, charge or expense incurred by the Council because of the failure by the Developer to comply with this Deed.
- (3) The Council is to release and return the Bank Guarantee upon the completion by the Developer of all of its obligations under this Deed.
- (4) At any time following the provision of a Bank Guarantee, the Developer may provide the Council with a replacement Bank Guarantee totalling the amount of the Bank Guarantee required to be provided under clause (1).
- (5) On receipt of a replacement Bank Guarantee, the Council is to release and return to the Developer as directed, the Bank Guarantee it holds which has been replaced.



**16.2 Negotiation and execution**

- (1) Within 28 days of the date on which the Council provides to the Developer the information required by clause 16.2(2), the Developer is to pay to the Council its costs of preparing, negotiating and executing this Deed up to a maximum of **\$65,000 +GST**.
- (2) The Developer is not obliged to contribute towards Council's costs unless the Council has first provided to the Developer:
  - (a) copies of relevant invoices, and
  - (b) evidence that the relevant invoices have been paid by the Council.
- (3) The Developer is not to question any aspect of the invoices.
- (4) The Council may make an allowance for any unpaid amount that is required to be paid under clause 16.2(1) when determining an amount to be paid under clause 6.1.

**17 General****17.1 Relationship between parties**

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

**17.2 Time for doing acts**

- (1) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (2) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

**17.3 Further assurances**

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

**17.4 Joint and individual liability and benefits**

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

**17.5 Variations and Amendments**

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

**17.6 Counterparts**

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

**17.7 Entire agreement**

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

**17.8 Representations and warranties**

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

**17.9 Severability**

If a clause or part of a clause of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected.

**17.10 Invalidity**

- (1) A word or provision must be read down if:
  - (a) this agreement is void, voidable, or unenforceable if it is not read down;
  - (b) this agreement will not be void, voidable or unenforceable if it is read down; and
  - (c) the provision is capable of being read down.
- (2) A word or provision must be severed if:
  - (a) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
  - (b) this agreement will be void, voidable or unenforceable if it is not severed.
- (3) The remainder of this agreement has full effect even if clause 17.10(2) applies.

**17.11 Waiver**

- (1) A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (2) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

**17.12 GST**

- (1) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (2) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.
- (3) If GST is imposed on any supply made under or in accordance with this agreement, the Developer must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.
- (4) If the Council is obliged to pay any GST on any supply made under or in accordance with this agreement, the Developer indemnifies the Council for the amount of any such payment is required to make.

**17.13 Governing law and jurisdiction**

- (1) The laws applicable in New South Wales govern this agreement.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

**17.14 Explanatory note**

Whilst the parties note their agreement to the explanatory note provided in Annexure E to this agreement, the explanatory note is not to be used to assist in construing this agreement.

**Schedule 1 -Scope of works**

[Insert proposed scope of works, providing sufficient detail relating to standard and quality of proposed works, including any diagrams or plans]

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## Schedule 2 - Construction terms

### 1 Interpretation

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

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

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

**Defects Liability Period** means in respect of each item of building works which together comprise the Works the period of 12 months from the date on which the Certificate of Practical Completion is issued for the Works.

**Detailed Design** means the final specifications and finishes for the Works prepared in accordance with clause 5.2 of this Schedule 2 and will include the design of the Works, the location for the Works, installation specifications and estimated costs of construction and/or installation.

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

**Superintendent** means the Superintendent appointed under any Construction Contract.

### 2 Requirements of Authorities and Approvals

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

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

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

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

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

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



**3 Costs of Works**

All costs of the Works must be borne by the Developer.

**4 Project Management and Contractor Engagement**

4.1 The Developer will be responsible for managing the Works.

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

- (a) carry out the Developer's obligations in these Construction Terms as part of any Construction Contract; and
- (b) request a Council representative to be present at each on-site meeting attended by the Superintendent and to ensure the Council representative is present at the meeting.

**5 Design Development and Approvals****5.1 Concept Design**

Council and the Developer have worked in consultation with each other to prepare and agree the concept plans for the Works at Annexure C.

**5.2 Detailed Design**

- (a) Prior to Works commencing the Developer must provide a copy of the draft Detailed Design to the Council for approval.
- (b) Within 28 Business Days of receiving the Detailed Design, Council will respond to the Developer with any suggested amendments to the Detailed Design.
- (c) Council and the Developer must work in consultation with each other to prepare and agree the Detailed Design and must both act reasonably and with due expedition in their consultations with each other.
- (d) If the Detailed Design is not completed and agreed within 28 Business Days of Council providing its suggested amendments in accordance with clause 5.2(b) of this Schedule 2, to avoid possible delays to the issue of a Certificate of Practical Completion, the Council will, in its sole discretion, be entitled to decide on any outstanding or undecided matter or item relating to areas that are to be accessible to the public, provided that any decision made by Council under this clause:
  - (i) is consistent with the obligation to carry out the Works and dedicate the Dedication Land under this agreement; and
  - (ii) is consistent with the Development Consent; and
  - (iii) does not materially and adversely affect the Development; and
  - (iv) is not unreasonable.
- (e) Any acceptance by the Council of the Detailed Design under this clause 5 of Schedule 2 is not to be taken as approval of or to any Construction Certificate for the Works.

**5.3 Good faith**

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

## **6 Carrying out of Works**

### **6.1 Communication**

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

### **6.2 Standard of Works**

- (a) Unless otherwise provided, the Developer shall, and must cause the Builder to, use suitable new materials and proper and tradesmanlike workmanship when carrying out the Works.
- (b) The qualitative standard of the design and finishes for the Works must be no less than those described in the following documents:
  - (i) Any relevant Australian Standard;
  - (ii) Any relevant design standards or guidelines and any other requirements or policies applied by the Council from time to time in assessing the adequacy of any works or improvements proposed for the public domain or to be accessible to the public in accordance with this agreement.
- (c) The Developer will obtain any relevant standards (including design standards), specifications, or guidelines and any other requirements or policies referred to in clause 6.2(b)(ii) of this Schedule 2 from Council if the Council fails to deliver them to the Developer.
- (d) The Developer may but is not obliged to reinstate any Works where damage or destruction is as a result of:
  - (i) Any act or omission of the Council or its employees, consultants or agents relating to any part of the Works under this agreement; or
  - (ii) The use or occupation by the Council or its employees, consultants or agents, Council's representatives or other contractor of the Council of any part of the Works.

### **6.3 Damage to people, property & utilities**

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

**7 Inspection**

- (a) On completion of the Detailed Design, the Council will provide a schedule of inspections to be undertaken by Council (**Inspection Schedule**) to occur at specified stages of the construction of the Works (**Inspection Stage**). If the Council does not provide the Inspection Schedule, the Developer must request the Inspection Schedule from the Council prior to the Works commencing.
- (b) Five Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Developer must notify the Council of the proposed inspection date (**Inspection Date**).
- (c) On the Inspection Date, or other agreed date, the Developer must ensure that any employees, contractors, agents or representatives of Council have access to and may enter the Land to inspect the Works.
- (d) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council may enter the Land or any part of the Land on which the Works are located to inspect the progress of the Works, subject to:
  - (i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);
  - (ii) giving reasonable notice to the Developer;
  - (iii) complying with all reasonable directions of the Developer; and
  - (iv) being accompanied by the Developer or a nominee, or as otherwise agreed.
- (e) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 7(c) or 7(d) of this Schedule 2), notify the Developer of any defect or non-compliance in the Works and direct the Developer to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:
  - (i) removal of defective or non-complying material;
  - (ii) demolishing defective or non-complying work;
  - (iii) reconstructing, replacing or correcting any defective or non-complying work; and
  - (iv) not delivering any defective or non-complying material to the site of the Works.
- (f) If the Developer is issued a direction to carry out further work under clause 7(e) of this Schedule 2, the Developer must, at its cost, rectify the defect or non-compliance specified in the Notice within the time period specified in the Notice, provided that it is reasonable having regard to the nature of the works.
- (g) If the Developer fails to comply with a direction to carry out work given under 7(e) of this Schedule 2, the Council will be entitled to refuse to accept that the Works (or the relevant part of the Works) meet the Council's standards and specifications and may refuse to issue a Certificate of Practical Completion, until the required Works have been completed to the Council's satisfaction, acting reasonably.

- (h) For the avoidance of doubt, any acceptance by the Council that the Developer has rectified a defect or non-compliance identified in a notice issued under 7(e) of this Schedule 2 does not constitute:
  - (i) acceptance by the Council that the Works comply with all Approvals and Laws; or
  - (ii) an Approval by the Council in respect of the Works; or
  - (iii) an agreement or acknowledgment by the Council that the Works or the relevant part of the Works are complete and may be delivered to the Council in accordance with this agreement.

## **8 Completion**

### **8.1 Practical Completion**

- (a) When the Developer considers that the Works, or any part of the Works, are complete, the Developer must send a Notice to the Council accompanied by complete works as executed plans, any relevant certificates or consents of any public utility authority and a request for written certification from the Council that the Works are complete.
- (b) Within 10 Business Days of receipt of the notice under clause 8.1(a) of this Schedule 2, the Council will carry out an inspection of the Works and will, acting reasonably, either:
  - (i) provide written certification to the Developer that the Works have been completed; or
  - (ii) notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued.
- (c) If the Developer is required to provide additional information or address any matters under clause 8.1(b)(ii) of this Schedule 2, the Developer will provide that information to Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time and make a further request under clause 8.1(a) of this Schedule 2 for written certification that the Works have been completed.
- (d) Practical completion will be achieved in relation to the Works or any part of the Works when a Certificate of Practical Completion has been issued for those Works.

### **8.2 Delivery of documents**

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

- (b) The Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works, provide the Council with a tour of the land subject to the Works and provide reasonable instructions on the operation and use of the Services on that land.

### 8.3 Assignment of Warranties and Causes of Action

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

### 8.4 Defects Liability Period

- (a) During the Defects Liability Period, the Council (acting reasonably) may give to the Developer a notice (**Rectification Notice**) in writing that identifies a defect in the Works and specifies:
  - (i) action required to be undertaken by the Developer to rectify that defect (**Rectification Works**); and
  - (ii) the date on which the defect must be rectified (**Rectification Date**).
- (b) The Developer must comply with the Rectification Notice by:
  - (i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;
  - (ii) keeping the Council reasonably informed of the action to be taken to rectify the defect; and
  - (iii) carrying out the Rectification Works.
- (c) The Council must give the Developer and its contractors any access required to carry out the Rectification Works.
- (d) When the Developer considers that the Rectification Works are complete, either the Developer must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.
- (e) The Council may inspect the Rectification Works within 15 Business Days of receiving a Notice from the Developer under clause 8.4(d) of this Schedule 2 and, acting reasonably:
  - (i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or
  - (ii) notify the Developer in writing that it is satisfied the Rectification Works are complete.
- (f) The Developer must meet all costs of and incidental to rectification of defects under this clause 8.4.



- (g) If the Developer fail to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works, including accessing and occupying any part of the Land without further notice to the Developer, and may:
  - (i) call upon any Bond or Bank Guarantee provided to the Council under clause 8.5 of this Schedule 2 to meet its costs of carrying out Rectification Works; and
  - (ii) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the security deposit and the costs incurred by the Council in carrying out Rectification Works.
- (h) The Developer must request that Council inspect the Works 28 days prior to the end of the Defects Liability Period. The Council must inspect the Works at any time after receiving the request from the Developer and before to the end of the Defects Liability Period.
- (i) If, prior to the end of the Defects Liability Period:
  - (i) the Developer fails to request the inspection, or
  - (ii) the Council does not carry out the inspection,the Council may extend the Defects Liability Period so that the inspection may be carried out.

#### **8.5 Security for Defects Liability**

- (a) Prior to the issue of a Certificate of Practical Completion for each item of the Works the Developer must deliver to the Council Bonds or Bank Guarantees in an amount equivalent to 2.5% of the construction costs for the particular item of Works.
- (b) The Developer advises and the Council acknowledges its awareness that the Bonds or Bank Guarantees may be supplied by the Builder and form a part of the security held by the Developer from the Builder under the terms of the Construction Contract, provided that:
  - (i) any Bond or Bank Guarantee provided by the Builder benefits the Council and satisfies the requirements of this agreement; and
  - (ii) the Developer procure an agreement from the Builder that the Council will be entitled to call on any Bond or Bank Guarantee provided by the Builder, in accordance with the terms of this agreement and the terms of any Construction Contract.
- (c) Within 10 Business Days after the Defects Liability Period for a particular item of Works has expired Council must (if it has not called on it) return the Bond or Bank Guarantee referred to in clause 8.5(a) of this Schedule 2 for that item of Works (or any remaining balance of it) to the Developer.
- (d) Notwithstanding clause 8.4(c) of this Schedule 2, if during the Defects Liability Period for a particular item of Works, the Council issues a Rectification Notice and the Rectification Notice is not complied with, then the Council need not deliver the balance of any Bonds or Bank Guarantees provided to it until that defect has been rectified.

- (e) The Council must deliver the balance of any Bond or Bank Guarantee for the Defects Liability Period to the Developer within 14 days after the Defects Liability Period has ended.

## **9 Risk**

The Developer undertakes the Works entirely at its own risk.

## **10 Insurance**

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

## **11 Indemnities**

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

## **12 Intellectual Property Rights**

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

## **13 Risk of contamination**

- (a) The Developer acknowledges and agrees:
  - (i) that it is responsible for the management and remediation of any contamination present upon or under the land on which the Works are to be carried out;
  - (ii) it will attend to any necessary remediation at its own costs; and
  - (iii) to the fullest extent permitted by Law indemnify and release the Council from any Claim which might arise from any contamination with respect to the land on which the Works are to be carried out.
- (b) Prior to the dedication of any part of the Land to Council, the Developer must provide to Council's reasonable satisfaction, certification by a qualified person, that the land is not contaminated and is suitable for the proposed use.

**14 Plans**

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

- (a) matters affecting Works not capable of identification on or before the date of this agreement; or
- (b) by agreement between the parties.

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**Schedule 3 - Easement Terms**

***NOTE: The term Setback Area is used in these Easement Terms. Amend that term if required.***

- 1 The owner of the Setback Area grants to the Council and members of the public full and free right to go, pass and repass over the Setback Area at all times:
  - (a) with or without companion animals (as defined in the Companion Animals Act 1998) or other small pet animals; and
  - (b) on foot without vehicles (other than wheelchairs or other disabled access aids), unless vehicles are being used to access the building on the Land via clearly identified entry and exit points;  
for all lawful purposes.
- 2 The owner of the Setback Area must, to the satisfaction of Council, acting reasonably:
  - (i) keep the Setback Area (including any services in, on or under the Setback Area) in good repair and condition;
  - (ii) maintain and repair the Setback Area and all improvements on the Setback Area;
  - (iii) keep the Setback Area clean and free from rubbish; and
  - (iv) maintain sufficient public liability insurance covering the use of the Setback Area in accordance with the terms of this Easement.
- 3 The owner of the Setback Area must ensure that any rules made by an Owner's Corporation relating to the Setback Area have been approved by the Council, acting reasonably.
- 4 If any member or members of the public loiter or congregate, for any purpose which the owner of the Setback Area, acting reasonably, considers to be a nuisance or a safety risk, the owner may either remove those members of the public, or arrange for their removal by an appropriate authority.
- 5 The owner of the Setback Area may erect safety signage and any other appropriate signage and may erect CCTV cameras in the Setback Area.
- 6 The owner of the Setback Area may engage security personnel to monitor and control the behaviour of the public including but not limited to prohibiting smoking, consumption of alcohol (except within licensed areas), passage of animals, bicycles and skateboards and the like in accordance with any rules made by an Owner's Corporation relating to the Setback Area.
- 7 The owner of the Setback Area may with the Council's prior written consent (except in the case of an emergency, in which case the Council's prior written consent is not required) temporarily close or temporarily restrict access through all or part of the Setback Area for the time and to the extent necessary but only on reasonable grounds for the purposes of:
  - (a) construction, construction access, repairs, maintenance, replacement and alteration to the Setback Area or any improvements in, on or under the Setback Area; or
  - (b) security, public safety or evacuation of the Setback Area and adjoining buildings.

- 8 Subject to ensuring the provision of access in accordance with above clause 1 of this Schedule, the owner of the Setback Area may, provided any necessary planning approvals are obtained:
- (a) Carry out works in the Setback Area for the purposes of enhancing the Setback Area; and
  - (b) Install or erect works of art, street furniture, awnings, tables and chairs associated with ground floor commercial premises, notice boards or any other similar improvements at ground level within the Setback Area.
- 9 The Council is solely empowered to release this Easement.
- 10 This Easement may only be varied by written agreement between the Council and the owner of the Setback Area.



**Schedule 4 - Summary of requirements (section 7.4)**

Subject and subsection of the Act	Planning Agreement
<b>Planning instrument and/or Development Application – Section 7.4(1)</b>  The Developer has: <ul style="list-style-type: none"> <li>(a) Sought a change to an environmental planning instrument <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>(b) Made, or propose to make a Development Application <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>(c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>	
<b>Description of the land to which the planning Agreement applies – Section 7.4(3)(a)</b>	
<b>Description of the application – Section 7.4(3)(b)</b>	[Insert brief description of the proposed Instrument Change or proposed development]
<b>The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 7.4(3)(c)</b>	
<b>Applicability of section 7.11 of the Act – Section 7.4(3)(d)</b>	
<b>Applicability of section 7.12 of the Act – Section 7.4(3)(d)</b>	
<b>Applicability of section 7.24 of the Act – Section 7.4(3)(d)</b>	
<b>Mechanism for dispute resolution – Section 7.4(3)(f)</b>	
<b>Enforcement of the Planning Agreement – Section 7.4(3)(g)</b>	[Include details of enforcement mechanisms including bank guarantees / security amounts]
<b>Registration of the Planning Agreement – Section 7.6</b>	
<b>No obligation to grant consent or exercise functions – Section 7.4(9)</b>	

**Executed as an agreement**

Signed on behalf of **Port Macquarie  
Hastings Council** by its duly authorised  
officer in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name of authorised officer

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Position of authorised officer

[Insert further execution clauses as required for each party]

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**Annexure A – Plan showing Land**

***NOTE: Delete Annexures that are not relevant***

**Annexure B – Plan showing Dedication Land**



**Annexure C – Plan showing Works**

**Annexure D – Works Schedule of Materials and Finishes**

**Annexure E – Explanatory Note**

**NOTE: The Explanatory Note should be prepared separately and does not form part of the agreement but is provided here for convenience.**

**Explanatory Note****Draft Planning Agreement**

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

**Parties**

**Port Macquarie Hastings Council ABN 11 236 901 601** of Corner Lord and Burrawan Streets,  
Port Macquarie, New South Wales 2444 (**Council**)

[Developer Name] ACN [Developer ACN] of [Developer address] (**Developer**)

**1 Description of the Land to which the Draft Planning Agreement Applies**

[Lot identifier(s) and address]

**2 Description of Proposed Development**

The development of the Land for urban purposes permissible on the Land from time to time.

**3 Summary of Objectives, Nature and Effect of the Draft Planning Agreement**Objectives of Draft Planning Agreement

The objective of the Draft Planning Agreement is to provide suitable funding for the provision of infrastructure, facilities and services to meet urban development that is permissible on the Land.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s7.4 of the *Environmental Planning and Assessment Act 1979 (Act)*. It is an agreement between the Council, the Developer and the Owner, being the owner of the land to which the agreement applies. The Draft Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) are made by the Developer or the Owners or both for various public purposes (as defined in s7.4(2) of the Act).

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- relates to the carrying out by the Developer of any development on the Land to which it applies that is permissible on the Land,

- partly excludes the application of s7.11 of the Act to the Development (as defined in clause 1.1 of the Draft Planning Agreement),
- does not exclude the application of s7.12 or s7.24 of the Act to the Development,
- requires monetary Development Contributions of a specified minimum amount to be made towards community, cultural and emergency services, open space and roads and administration,
- requires the carrying out of specified Works by the Developer for the purposes of providing community and cultural facilities and services, open space, roads and other public purposes,
- requires the dedication of specified land to the Council by the Owner on which some Works will be situated,
- allows offsets against specified monetary Development Contributions, in consideration of the benefits provided to the Council by the Developer and the Owner under the agreement,
- requires the Council to apply monetary Development Contributions made under the agreement towards the specified purpose for which they were made and at the location, in the manner and to the standard (if any) specified in the agreement,
- imposes obligations on the Developer in relation to the carrying out of specified Works, the handing over of those Works to the Council and the rectification of defects in those Works,
- requires the Developer and Owner to provide the Council with security for legal costs in the event that the Council is required to enforce the terms of the agreement,
- requires the Developer and Owner to grant the Council a charge over specified land as security for the performance of the agreement,
- is to be registered on the title to the Land,
- imposes restrictions on the Parties transferring the Land or part of the Land or assigning an interest under the agreement,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the agreement.

#### **4 Assessment of the Merits of the Draft Planning Agreement**

**4.1 The Planning Purposes Served by the Draft Planning Agreement**

The Draft Planning Agreement:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,
- provides land for public purposes in connection with the Development,
- provides and co-ordinates community services and facilities in connection with the Development, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

**4.2 How the Draft Planning Agreement Promotes the Public Interest**

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s1.3(c), (g) and (j) of the Act.

**4.3 For Planning Authorities:****4.3.1 Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities**

N/A

**4.3.2 Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted**

N/A

**4.3.3 Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter**

The Draft Planning Agreement promotes the elements of the Council's charter by:

- providing services and facilities for the community,
- ensuring that public facilities provided by the Developer and Owner under the agreement are transferred to and managed by the Council or are otherwise subject to the Council's control,
- by providing a means for the private funding of public facilities for the benefit of the Development and the wider community, and
- providing a means that allows the wider community to make submissions to the Council in relation to the agreement.

**4.3.4 All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program**



The Draft Planning Agreement requires that specified Works to be carried out by the Developer for the purposes of providing community and cultural facilities and services, open space, roads and other public purposes.

These works are not included in the Council's relevant current capital Works program. However, the Council's Management Plan identifies these types of works in the relevant capital Works program.

Accordingly, the provision of these Works under the agreement is consistent and conforms with the capital Works envisioned by the Council's Management Plan.

**4.3.5** *All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued*

Yes. The Draft Planning Agreement specifies requirements that are to be complied with before certain occupation certificates and subdivision certificates are issued.

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# ENGAGEMENT SUMMARY

<b>Project name</b>	Draft Planning Agreement Policy Exhibition
<b>Project manager</b>	Tracy Sharp
<b>Consultant</b>	N/A
<b>Engagement Officer</b>	Jimmy Manning



## Background

The Draft Planning Policy applies to all Voluntary Planning Agreements proposed by Council and applies to all the land in the LGA.

This Policy sets out Council's position and procedures relating to voluntary planning agreements under the Environmental Planning and Assessment Act 1979 (Act) and the Environmental Planning and Assessment Regulation 2021. Section 7.4 of the Act enables Councils to enter into planning agreements with developers. Planning agreements are voluntary and the acceptance of an offer to enter into an agreement is at the absolute discretion of Council.



## Engagement approach

An *inform* approach was taken to this engagement. The draft policy was placed on exhibition on Council's Have Your Say website with a survey providing the opportunity for the community to give their feedback. This was open for a total of 28 days.



## Engagement activities

### Development Services Newsletter

The Development Services Newsletter is sent to a curated list of parties who are interested in Council's development services and subscribe to receive the updates. The April edition of this newsletter was sent on the 3<sup>rd</sup> of April detailing the draft policy documents that were on exhibition and that the exhibition period closed for feedback on the 26<sup>th</sup> of April.

## Have Your Say

**48** individuals visited the Have Your Say page for this project. The draft Planning Agreement Policy document was downloaded **8** times, with the Draft Planning Agreement Template and the Planning Agreement Policy Council Report also being downloaded **1** time each. There were **0** survey responses.

## Communications

A Facebook post on Council's Facebook page which outlined the many key policies that had been updated recently, including the Draft Planning Agreement Policy, was published on the 8<sup>th</sup> of April. This post was shared 3 times.

# ENGAGEMENT SUMMARY



## Results/Conclusion

There was no feedback received through the multiple methods offered to the community. However, the draft document was downloaded 8 times.



## Next Steps

This report will be submitted to Tracy Sharp as the project manager before the Planning Agreement Policy can be adopted by Council.



**Deed**

**First Deed of Variation**

**Sancrox Employment Land Environmental Lands and  
Services Planning Agreement**

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

**Port Macquarie-Hastings Council**

**Expressway Spares Pty Limited**

**James John Dunn & Catherine Brigitte Dunn**

Date: 16 JANUARY 2017

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lindsaytaylorlawyers  
Level 9, Suite 3, 420 George Street, Sydney NSW 2000, Australia  
T 02 8235 9700 • F 02 8235 9799 • W [www.lindsaytaylorlawyers.com.au](http://www.lindsaytaylorlawyers.com.au) • E [mail@lindsaytaylorlawyers.com.au](mailto:mail@lindsaytaylorlawyers.com.au)  
ABN 29 682 671 304

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**First Deed of Variation**  
**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigitte Dunn**

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## **First Deed of Variation to Sancrox Employment Land Environmental Lands and Services Planning Agreement**

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**First Deed of Variation**  
**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigitte Dunn**

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## **First Deed of Variation to Sancrox Employment Land Environmental Lands and Services Planning Agreement**

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

### **Parties**

**Port Macquarie-Hastings Council** ABN 11 236 901 601 of Corner Lord and  
Burrawan Streets, Port Macquarie, New South Wales, 2444 (**Council**)

and

**Expressway Spares Pty Limited** ABN 55 000 483 107 of 7 Sancrox Road,  
Wauchope, New South Wales, 2446 (**Expressway Spares**)

and

**James John Dunn & Catherine Brigitte Dunn** of 181 Sancrox Road,  
Wauchope, New South Wales, 2446 (**Dunn**)

### **Background**

- A The Parties are Parties to the Planning Agreement.
- B Pursuant to clause 50 of the Planning Agreement, the Parties agree to amend the Planning Agreement to allow for staging of the provision of the Offsite Offset Environmental Land.

### **Operative provisions**

#### **Part 1 - Preliminary**

##### **1 Interpretation**

- 1.1 In this Deed the following definitions apply:

**Deed** means this First Deed of Variation and includes any schedules, annexures and appendices to this Deed.

**Planning Agreement** means the document titled '*Sancrox Employment Land Environmental Lands and Services Planning Agreement*' pursuant to s93F of the *Environmental Planning and Assessment Act 1979* entered into between the Parties on 15 July 2011.

**First Deed of Variation****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

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- 1.2 All other capitalised words used in this Deed have the meanings given to those words in the Planning Agreement.
- 1.3 Clauses 1.2 of the Planning Agreement apply as if it forms part of this Deed with any necessary changes.

**2 Status of this Deed**

- 2.1 This Deed is an amendment to the Planning Agreement within the meaning of clause 25C(3) of the Regulation.
- 2.2 This Deed is not a planning agreement within the meaning of s93F(1) of the Act.

**3 Commencement**

- 3.1 This Deed takes effect on the date when all Parties have executed this Deed.
- 3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

**4 Warranties**

- 4.1 The Parties warrant to each other that they:
  - 4.1.1 have full capacity to enter into this Deed, and
  - 4.1.2 are able to fully comply with their obligations under this Deed.

**5 Amendment to Planning Agreement**

- 5.1 On and from the date this Deed takes effect the Planning Agreement is amended in accordance with the marking-up shown on the copy of the Planning Agreement contained in the Schedule.

**6 Costs**

- 6.1 The Developer is to pay to the Council the Council's reasonable costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.
- 6.2 This clause continues to apply after expiration or termination of this Deed.

**7 Entire Deed**

- 7.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.

**First Deed of Variation**  
**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigitte Dunn**

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- 7.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

## **8 Governing Law and Jurisdiction**

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

## **9 No Fetter**

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

## **10 Severability**

- 10.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 10.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

## **11 Explanatory Note**

- 11.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 11.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

**First Deed of Variation**  
**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigitte Dunn**

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**Schedule**

(Clause 5)

**Amended Planning Agreement**

First Deed of Variation  
Port Macquarie-Hastings Council  
Expressway Spares Pty Limited  
James John Dunn & Catherine Brigitte Dunn

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## Execution

Executed as a Deed

Dated: 16 JANUARY 2017

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### Executed on behalf of the Council

  
\_\_\_\_\_  
General Manager

  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

---

Executed on behalf of the Expressway Spares Pty Limited in  
accordance with s127(1) of the Corporations Act (Cth) 2001

  
\_\_\_\_\_  
Name/Position PATRICK CASSEGRAIN/MANAGING DIRECTOR

  
\_\_\_\_\_  
Name/Position DENIS CASSEGRAIN/DIRECTOR



**First Deed of Variation**  
**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Bridgette Dunn**

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**Executed by James John Dunn**

James John Dunn

Witness

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**Executed by Catherine Bridgette Dunn**

Catherine Bridgette Dunn

Witness

**First Deed of Variation**  
**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigitte Dunn**

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## **Appendix**

(Clause 11)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

## **Explanatory Note**

### **Draft First Deed of Variation to Sancrox Employment Land Environmental Lands and Services Planning Agreement**

Under cl25C(3) of the Environmental Planning and Assessment Regulation 2000

### **Parties**

**Port Macquarie-Hastings Council** ABN 11 236 901 601 of Corner Lord and  
Burrawan Streets, Port Macquarie, New South Wales, 2444 (**Council**)

**Expressway Spares Pty Limited** ABN 55 000 483 107 of 7 Sancrox Road, Wauchope,  
New South Wales, 2446 (**Expressway Spares**)

**James John Dunn & Catherine Brigitte Dunn** 181 Sancrox Road, Wauchope, New  
South Wales, 2446 (**Dunn**)

### **Description of the Land to which the Draft Deed of Variation Applies**

Lot 20 DP 1191370, Lot 41 DP 1191701, and Lot 39 DP 1191701, Lot 62 DP 754434, Lot 19  
DP 1191370, Lot 1 DP 124543, Lot 1 DP 1131036 and Lot 1 DP 1144490

### **Description of Proposed Development**

Development of the Land for industrial purposes

DEED OF VARIATION TO SANCROX EMPLOYMENT LAND ENVIRONMENTAL & SERVICES VPA W UPDATED  
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**First Deed of Variation**  
**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigitte Dunn**

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## **Summary of Objectives, Nature and Effect of the Draft Deed of Variation**

### **Objectives of Draft Deed of Variation**

The objective of the Draft Deed of Variation is to amend the Planning Agreement.

### **Nature of Draft Deed of Variation**

The Draft Deed of Variation is an amendment to the Planning Agreement.

### **Effect of the Draft Deed of Variation**

The Draft Deed of Variation amends the Planning Agreement to update the Planning Agreement to reflect the current status of the Development, to allow for the Developer to establish, manage and dedicate the Offsite Offset Environmental Land in two stages, to restrict the ability of Expressway Spares to develop part of the land during the period when one stage of the Offsite Offset Environmental Land is managed and to allow the Council to compulsorily acquire one stage of the Offsite Offset Environmental Land.

## **Assessment of the Merits of the Draft Deed of Variation**

### **The Planning Purposes Served by the Draft Deed of Variation**

The Draft Deed of Variation:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,
- promote the protection of the environment, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

### **How the Draft Deed of Variation Promotes the Public Interest**

The Draft Deed of Variation promotes the public interest by promoting the objects of the Act as set out in s5(a)(ii), (iv), (vi) and 5(c) of the Act.

### **For Planning Authorities:**

#### ***Development Corporations - How the Draft Deed of Variation Promotes its Statutory Responsibilities***

N/A

#### ***Other Public Authorities – How the Draft Deed of Variation Promotes the Objects (if any) of the Act under which it is Constituted***

First Deed of Variation  
Port Macquarie-Hastings Council  
Expressway Spares Pty Limited  
James John Dunn & Catherine Brigette Dunn

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N/A

***Councils – How the Draft Deed of Variation Promotes the Elements of the Council's Charter***

The Draft Planning Agreement as amended by this Draft Deed of Variation promotes the elements of the Council's charter by ensuring the proper management, development, protection, restoration, enhancement and conservation of the environment, and providing a means that allows the wider community to make submissions to the Council in relation to the agreement.

***All Planning Authorities – Whether the Draft Deed of Variation Conforms with the Authority's Capital Works Program***

The Draft Deed of Variation does not amend the requirement in the Planning Agreement for specified Works to be carried out for the purposes of providing water supply sewerage services. These Works are not included in the Council's relevant current capital works program. However, the Council's management plan identifies these types of Works in the relevant capital works program. Accordingly, the provision of these Works under the Agreement is consistent and conforms with the capital works envisioned by Council's management plan.

***All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued***

This planning agreement as amended by this Draft Deed of Variation contains requirements that must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued, being:

- payment of Water Supply Contribution
- construction of Water Supply Work
- payment of Sewerage Services Contribution
- construction of Sewerage Services Work
- dedication of Environmental Management Land
- payment of Management Contribution



**Deed**

**Sancrox Employment Land Environmental Lands and  
Services Planning Agreement**

Under s93F of the *Environmental Planning and Assessment Act 1979*

**Port Macquarie-Hastings Council  
Expressway Spares Pty Limited  
James John Dunn & Catherine Brigette Dunn**

Date: 16 JANUARY 2017

**lindsaytaylorlawyers**  
Level 7, 1 O'Connell Street, Sydney NSW 2000, Australia  
T 02 8235 9700 • F 02 8235 9799 • W [www.lindsaytaylorlawyers.com.au](http://www.lindsaytaylorlawyers.com.au) • E [mail@lindsaytaylorlawyers.com.au](mailto:mail@lindsaytaylorlawyers.com.au)  
ABN 15 695 894 345

Liability limited by a scheme approved under Professional Standards Legislation



**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****Sancrox Employment Land Environmental Lands and Services Planning Agreement****Table of Contents**

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**


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**Sancrox Employment Land Environmental Lands & Services Planning Agreement**  
**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigette Dunn**

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****Sancrox Employment Land Environmental Lands and Services Planning Agreement****Summary Sheet****Council:****Name:** Port Macquarie-Hastings Council**Address:** Corner Lord and Burrawan Streets, Port Macquarie, New South Wales, 2444**Telephone:** (02) 6581 8111**Facsimile:** (02) 6581 8123**Email:** council@pmhc.nsw.gov.au**Representative:** Tim Molloy**Developer:****Name:** Expressway Spares Pty Limited**Address:** 7 Sancrox Road, Wauchope, New South Wales, 2446**Telephone:** 6585 1000**Facsimile:** 6585 1969**Email:** patrick@expressway.com.au**Representative:** Patrick Cassegrain**Name:** James John Dunn & Catherine Brigitte Dunn**Address:** 181 Sancrox Road, Wauchope, New South Wales, 2446**Telephone:** 6585 3993**Facsimile:** 6586 4494**Email:** casunn@bigpond.net.au**Representative:** Jim Dunn

**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigette Dunn**

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**Land:**See definition of *Land* in clause 1.1.**Development:**See definition of *Development* in clause 1.1.**Development Contributions:**

See Parts 2 – 6.

**Application of s94, s94A and s94EF of the Act:**

See clause 7.

**Security:**

See clause 35.

**Registration:**

See clause 39.

**Restriction on dealings:**

See clause 40.

**Dispute Resolution:**

See clauses 37 and 38.



**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigette Dunn****Sancrox Employment Land Environmental Lands and Services Planning Agreement**Under s93F of the *Environmental Planning and Assessment Act 1979***Parties****Port Macquarie-Hastings Council** ABN 11 235 906 601 of Cnr. Lord and Burrawan Streets, Port Macquarie, New South Wales, 2444 (**Council**)

and

**Expressway Spares Pty Limited** ABN 55 000 483 107 of 7 Sancrox Road, Wauchope, New South Wales, 2446 (**Expressway Spares**)

and

**James John Dunn & Catherine Brigette Dunn** of 181 Sancrox Road, Wauchope, New South Wales, 2446 (**Dunn**)**Background**

A Expressway Spares owns the Expressway Spares Land and Dunn owns the Dunn Land.

B ~~Expressway Spares and Dunn have sought the making of the~~ The Sancrox LEP ~~has taken effect.~~BC ~~Development Consent has been granted to the carrying out of the Development.~~CD Expressway Spares and Dunn are willing to make Development Contributions provided in accordance with this ~~Agreement~~ Deed in connection with the ~~taking effect of the Sancrox LEP~~ carrying out of the Development.**Operative provisions****Part 1 - Preliminary****1 Definitions & Interpretation**1.1 In this ~~Agreement~~ Deed the following definitions apply:D2016 707622 HAS HAS01410 072 Sancrox Employment Land Environmental Lands and Services Amended VPA ~ 19 Dec 2016.DOCHAS HAS01410 072 Sancrox Employment Land Environmental Lands and Services Amended VPA Execution Version.docHAS HAS01410 072

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

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

**Agreement** means this Agreement and includes any schedules, annexures and appendices to this Agreement.

**Alternative Funding** means funding obtained by the Council for the ongoing management of Environmental Management Land and Offsite Offset Environmental Land dedicated to the Council under this Agreement Deed that does not rely on monetary Development Contributions obtained by the Council under Division 6 of Part 4 of the Act (including under this Agreement Deed).

**Alternative Offsite Land** means land reasonably considered by the Council having an area to be considered by the Council as being appropriate to capable of substituting for that part of the Offsite Offset Environmental Land Stage B and which is the subject of a notice to that effect given by the Council to the Developer under clause 19.8.1 that is burdened by Existing Easements at the end of the period referred to in clause 19.4.

**Approved KPOM** means the document titled '*Koala Plan of Management Sancrox Employment Precinct, Pacific Highway, Sancrox*' approved by the Council on 10 April 2013.

**Authority** means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

**Bank Guarantee** means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
  - (i) Australia and New Zealand Banking Group Limited,
  - (ii) Commonwealth Bank of Australia,
  - (iii) Macquarie Bank,
  - (iv) National Australia Bank Limited,
  - (iv) St George Bank Limited,
  - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

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

**Compliance Certificate** has the same meaning as in the Act.

**Construction Certificate** has the same meaning as in the Act.

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

**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

**Deed** means this Deed and includes any schedules, annexures and appendices to this Agreement.

**Deed of Variation** means the deed of variation to this Deed entered into by the Parties on

**Defects Liability Period** means the period commencing on the date on which a Work is completed and ending 12 months after that date.

**Deferred Area** means the area of land identified as such on Sheet 5 of the Map

**Detailed Management Plan** means a document that makes provision for:

- (a) the establishment and maintenance of Environmental Management Land, Offsite Offset Environmental Land or the Dunn Residence Land, and
- (b) the staged dedication of the Environmental Management Land or the Offsite Offset Environmental Land as public reserve in conjunction with the carrying out of Development.

**Developer** means Expressway Spares and Dunn subject to clause 1.2.15.

**Development** means ~~any development on the Land that is only permissible by reason of the taking effect of the Sancrox LEP~~ the development the subject of the Development Consent granted by the Council to DA 2012/305 on 10 April 2013 as modified, substituted or replaced from time to time.

**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, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards, the provision of public infrastructure or another public purpose.

**Dunn Land** means Lot 62 DP 754434, ~~Lot 19 DP 1191370~~ Lot 1 DP 226821, Lot 1 DP 124543, Lot 1 DP 1131036 and Lot 1 DP 1144490.

**Dunn Residence Land** means the land marked 'A' and 'B' on Sheet 1 of the Map.

**Environmental Management Land** means:

- (a) in relation to the Expressway Spares Land, the land identified as F and G on Sheet 1 of the Map,
- (b) in relation to the Dunn Land, the land identified C, D and E on Sheet 1 of the Map,
- (c) in relation to the McMullen Land, the land identified as H on Sheet 1 of the Map,
- (d) the Visual Buffer Land,
- (e) any other part of the Land that the Parties agree is Environmental Management Land for the purposes of this Agreement ~~Deed~~ before such land is required to be dedicated to the Council under this Agreement ~~Deed~~.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

**Existing Easements** means easements that are registered on the title to the Offsite Offset Environmental Land Stage B at the time copies of certificates of title are provided to the Council under clause 19.3 on the date of this Agreement that Council reasonably considers will have an unacceptable effect on the performance of the Offsite Offset Environmental Land as environmental offset land.

**Expressway Spares Land** means Lot 20 DP 1191370 Lot 2 DP 222740, Lot 41 DP 1191701 Lot 30 DP 255774, and Lot 39 DP 1191701 Lot 34 DP 255774.

**Establishment Obligation** means the establishment of the Environmental Management Land, Offsite Offset Environmental Land and Dunn Residence Land in accordance with:

- (a) the relevant requirements of any Development Consent relating to the Development, and
- (b) to the extent not inconsistent with such a Development Consent:
  - (i) any Detailed Management Plan approved by the Council, and
  - (ii) otherwise to the reasonable satisfaction of the Council.

**Establishment Period** means, except as otherwise expressly provided by this Agreement Deed, the period of not less than 12 months commencing when the Development is commenced (within the meaning of the Act) and ending when the Establishment Obligation is completed to the reasonable satisfaction of the Council.

**Highway Upgrade Dedication Land** has the same meaning as in the Sancrox Employment Land Road Construction Planning Agreement that is proposed to be, or has been was entered into between the Parties to this Agreement this Deed on 15 April 2014.

**Initial Developer Sewerage Service Work** means the person who commences any part of the Development at a time when the construction of the Sewerage Service Work has not been commenced.

**Initial Developer Water Supply Work** means the person who commences any part of the Development at a time when the construction of the Water Supply Work has not been commenced.

**Just Terms Act** means the Land Acquisition (Just Terms Compensation) Act 1991.

**Land** means the Expressway Spares Land and the Dunn Land.

**Management Contribution** means a monetary Development Contribution per hectare of Net Developable Area indexed quarterly from 30 September 2010 in accordance with the *Consumer Price Index (All Groups - Sydney)* published by the Australian Bureau of Statistics calculated as follows:

**DC \$** = \$640,408.00 / A

Where

**DC** = the monetary Development Contribution per hectare

**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

**A** = the net area of Land in hectares zoned IN2 and IN1 under the Sancrox LEP after excluding Sancrox Road and the part of the Highway Upgrade Dedication Land and the Visual Buffer Land that is zoned either IN1 or IN2.

**Management Contribution Refund** means an amount calculated as follows:

$$\text{Refund \$} = F \times \text{YE} \times A / T$$

Where

**F** = the balance of all Management Contributions paid under ~~this Agreement~~[this Deed](#) and any similar planning agreement relating to the McMullen Land

**YE** = 20 – (the period of years between the date on which the Management Contribution is paid and the date any Alternative Funding takes effect expressed as a number to two decimal places)

**A** = the Net Developable Area in respect of which the Management Contribution is paid

**T** = the sum of the values of YE x A under ~~this Agreement~~[this Deed](#) and any similar planning agreement relating to the McMullen Land

**Management Obligation** means the management of the Environmental Management Land, Offsite Offset Environmental Land or Dunn Residence Land in accordance with:

- (a) the relevant requirements of any Development Consent relating to the Development, and
- (b) to the extent not inconsistent with such a Development Consent:
  - (i) any Detailed Management Plan approved by the Council, and
  - (ii) otherwise to the satisfaction of the Council.

**Management Period** means the period of three years commencing at the end of the Establishment Period for the Environmental Management Land or such other period or periods as the Parties agree.

**Management Period Stage A** means the period of three years commencing at the end of the Establishment Period ~~for the Offsite Offset Environmental Land Stage A and ending three years later~~ or such other period or periods as the Parties agree.

**Management Period Stage B** means the period commencing at the end of the Establishment Period for the Offsite Offset Environmental Land Stage B ~~and ending~~ on the later to occur of the following:

- (a) three years, or
- (b) ~~when Lots 67-71 DP 805548, being the Offsite Offset Environmental Land Stage B is dedicated to the Council free of such encumbrances as are specified by the Council in a notice given to the Developer,~~
- (c) when ~~Alternative Offset Land is dedicated to the Council.~~



**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

**Management Work** means the Work required as part of the Management Obligation.

**Map** means the map comprising Sheets 1 - 54 in the Schedule-2.

**McMullen Land** means Lot 1 DP 555095.

**Net Developable Area** means the area of a Party's land remaining after excluding any part of that land:

- (a) on which business or industrial development is not permissible under the Sancrox LEP (including the Dunn Residence Land),
- (b) that is, or will be, required to be dedicated to the Council for the purposes of a local park or drainage reserve, and
- (c) that the Council agrees to exclude at the request of the Party.

**Offsite Offset Environmental Land** means:

(a) the land identified as the Offsite Offset Environmental Land Stage A, and

(a)(b) Offsite Offset Environmental Land Stage B such on Sheet 2 of the Map or, if Council accepts Alternative Offset Land in accordance with clause 19.86, the land as amended to include that Alternative Offset Land.

**Offsite Offset Environmental Land Stage A** means the part of the land identified as 'Offsite Offset Environmental Lands' that is marked as 'Stage A (11.9Ha)' on Sheet 2 of the Map.

**Offsite Offset Environmental Land Stage B** means the part of the land identified as 'Offsite Offset Environmental Lands' that is marked as 'Stage B (2.47Ha)' on Sheet 2 of the Map.

**Part 4A Certificate** has the same meaning as in the Act.

**Party** means a party to ~~this Agreement~~this Deed, including their successors and assigns.

**Rectification Notice** means a notice issued in the Defects Liability Period that identifies a defect in a Work and requires rectification of the defect during the Defects Liability Period or during such later period specified in the notice as is reasonable in the circumstances.

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

**Sancrox Employment Zone Land** means the Dunn Land, the Expressway Spares Land and the McMullen Land.

**Sancrox LEP** means ~~the Port Macquarie-Hastings Local Environmental Plan 2011 (Amendment No.3) which took effect on 26 August 2011 that operates to rezone the Sancrox Employment Zone Land generally in accordance with the Zoning Map.~~

**Security** means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigette Dunn**

**Sewerage Service Work** means the following Work to a specification approved by the Council:

- (a) a sewer pump station at the location specified on Sheet 4 of the Map or such other location as is agreed between the Council and the Developer,
- (b) a rising main at the location specified on Sheet 4 of the Map connected to the sewer pump station referred to in paragraph (a), and
- (c) a gravity sewer main at the location specified on Sheet 4 of the Map connected to the rising main referred to in paragraph (b) of this definition and the existing sewer main in Thrumster Street.

**Sewerage Services Contribution** means:

- (a) in relation to the Dunn Land, a monetary Development Contribution of 44.22%, and
- (b) in relation to the Expressway Spares Land, a monetary Development Contribution of 21.56%,

towards the cost of the construction of the Sewerage Service Work determined by Council and indexed from the date of the determination to the date of payment in accordance with the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

**Sewerage Services Contribution Reduction** means:

- (a) the cost of the construction of the sewer pump station referred to in paragraph (a) of the definition of *Sewerage Service Work* determined by Council and indexed from the date of the determination to the date of payment in accordance with the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics, and
- (b) the component of any Sewerage Services Contribution paid to the Council after the Sewerage Service Work is completed relating to the Work referred to in paragraphs (b) and (c) of the definition of Sewerage Service Work.

**Sewerage Services DSP Contribution** means a payment towards the cost of the Sewerage Service Work made to the Council in respect of the Land under s306(2) of the *Water Management Act 2000*.

**Stage** means a stage in the Development approved by the Development Consent for the Development, or any part of Development that the Parties agree is a stage for the purposes of ~~this Agreement~~ [this Deed](#).

**Subdivision** has the same meaning as *subdivision of land* in the Act.

**Subdivision Certificate** has the same meaning as in the Act.

**Subdivision Work** has the same meaning as in the Act.

**Visual Buffer Land** means land forming part of the Land having a width of 10 metres adjacent to the Highway Upgrade Dedication Land, or such other land as is agreed to between the Parties.

**Water Supply Contribution** means:

- (a) in relation to the Dunn Land, a monetary Development Contribution of:



**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

- (i) 61.91% of the cost of the construction of the Work referred to in paragraph (a) of the definition of *Water Supply Work* if that Work is undertaken by the Initial Developer Water Supply Work or,
- (ii) 45.86% of the cost of the 300mm diameter watermain and 61.91% of the cost of the 250mm diameter watermain referred to in paragraph (b) of the definition of *Water Supply Work*,
- (b) in relation to the Expressway Spares Land a monetary Development Contribution of:
  - (i) 30.19% of the cost of the construction of the Work referred to in paragraph (a) of the definition of *Water Supply Work* if that Work is undertaken by the Initial Developer Water Supply Work or,
  - (ii) 22.36% of the cost of the 300mm diameter watermain and 30.19% of the cost of the 250mm diameter watermain referred to in paragraph (b) of the definition of *Water Supply Work*,

being the cost determined by the Council and indexed from the date of that determination to the date of payment in accordance with the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

**Water Supply Contribution Reduction** means the cost of the construction of the *Water Supply Work* determined by the Council indexed from the date of the determination to the date of payment in accordance with the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

**Water Supply DSP Contribution** means a payment towards the cost of the *Water Supply Work* made to the Council in respect of the Land under s306(2) of the *Water Management Act 2000*.

**Water Supply Work** means:

- (a) if the Council determines that a watermain connection is available in or near Thrumster Street, a 250mm diameter main from that connection to Sancrox Road, or
- (b) if the Council determines that such a connection is not available, a 300mm diameter watermain connecting to Council's 300mm diameter watermain near the Oxley Highway to the prolongation of Thrumster St and then a 250mm diameter watermain from that point to Sancrox Road at Sancrox and generally in the location shown on Sheet 4 of the Map,

being a water main connecting to the Council's existing water supply network.

**Work** means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer under ~~this Agreement~~[this Deed](#).

~~**Zoning Map** means the map contained in Schedule 1.~~

- 1.2 In the interpretation of ~~this Agreement~~[this Deed](#), the following provisions apply unless the context otherwise requires:

- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of ~~this Agreement~~[this Deed](#).

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- 
- 1.2.2 A reference in ~~this Agreement~~[this Deed](#) to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under ~~this Agreement~~[this Deed](#) is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in ~~this Agreement~~[this Deed](#) to dollars or \$ means Australian dollars and all amounts payable under ~~this Agreement~~[this Deed](#) are payable in Australian dollars.
- 1.2.5 A reference in ~~this Agreement~~[this Deed](#) to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in ~~this Agreement~~[this Deed](#) to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in ~~this Agreement~~[this Deed](#) to any agreement, deed or document is a reference to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference in this Deed to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to ~~this Agreement~~[this Deed](#).
- 1.2.9 A reference in this Deed to a notice given by one party to another party is a reference to a notice in writing.
- 1.2.10 A reference in this Deed to the dedication of land to the Council is a reference to the dedication of the land free of cost to the Council.
- 1.2.11 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.12 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.13 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.14 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.15 A reference to ~~this Agreement~~[this Deed](#) includes the agreement recorded in ~~this Agreement~~[this Deed](#).
- 1.2.16 A reference to a party to ~~this Agreement~~[this Deed](#) includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- 1.2.17 A reference to the Developer imposes a joint and several obligation on the Parties comprising the Developer unless the obligation is only



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reasonably capable of being performed by one of them in the particular circumstances.

1.2.18 Any schedules, appendices and attachments form part of ~~this Agreement~~this Deed.

1.2.19 Notes appearing in ~~this Agreement~~this Deed are operative provisions of ~~this Agreement~~this Deed.

**2 Application of ~~this Agreement~~this Deed**

2.1 This Agreement applies to the Land and to the Development.

**3 Commencement of ~~this Agreement~~this Deed**

3.1 This Agreement commences when it has been executed by all of the Parties.

3.2 The Party who executes ~~this Agreement~~this Deed last is to give notice to the other Parties once it has done so and promptly provide them with a copy of the fully executed version of ~~this Agreement~~this Deed.

**4 Operation & effect of ~~this Agreement~~this Deed**

4.1 Except as regards clause 19 of ~~this Agreement~~this Deed, the Developer is under no obligation to make the Development Contributions to the Council in accordance with ~~this Agreement~~this Deed unless and until Development Consent is granted to the Development or any part of it subject to a condition requiring the Development Contributions to be made in accordance with ~~this Agreement~~this Deed.

**5 Further agreements relating to ~~this Agreement~~this Deed**

5.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of ~~this Agreement~~this Deed that are not inconsistent with ~~this Agreement~~this Deed for the purpose of implementing ~~this Agreement~~this Deed.

**6 Surrender of right of appeal, etc.**

6.1 The Developer is not to commence or maintain, or cause to be commenced or maintained, any proceedings in the Land and Environment Court concerning:

6.1.1 ~~this Agreement~~this Deed, or

6.1.2 the Sancrox LEP, a Development Consent relating to the Development or an approval under s96 of the Act to modify a Development Consent relating to the Development to the extent that the Sancrox LEP was made or the Development Consent was

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granted or the modification was approved having regard to the existence of ~~this Agreement~~[this Deed](#).

**7 Application of s94, s94A and s94EF of the Act to the Development**

- 7.1 This Agreement does not exclude the application of s94 to the Development.
- 7.2 This Agreement excludes the application of s94A to Subdivision Work but not other Development.
- 7.3 This Agreement does not exclude the application of s94EF of the Act to the Development.

**Part 2 – Provisions relating to Water Supply****8 Payment of Water Supply Contribution**

- 8.1 This clause applies if the Developer is not the Initial Developer Water Supply Work.
- 8.2 The Developer is to pay the Water Supply Contribution to the Council before a Subdivision Certificate is issued in relation to any part of the Land.
- 8.3 The payment required by clause 8.2 is in addition to any other Development Contribution that the Developer is required to make under ~~this Agreement~~[this Deed](#) or otherwise in relation to the Development.
- 8.4 The Council is to pay to the Developer any Water Supply DSP Contributions it receives in relation to the Land but not so as to exceed the Developer's Water Supply Contribution.

**9 Construction of Water Supply Work**

- 9.1 This clause applies if the Developer is the Initial Developer Water Supply Work.
- 9.2 The Developer acknowledges that the Development cannot be carried out unless the Water Supply Work is available to serve the Development or arrangements satisfactory to the Council exist relating to the provision of the Water Supply Work to serve the Development.
- 9.3 The Developer is to construct the Water Supply Work to the reasonable satisfaction of the Council.
- 9.4 The Developer is not to apply for, or cause, suffer or permit an application to be made for, or procure the issuing of, a Subdivision Certificate or a Construction Certificate relating to the Development unless it has complied

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with its obligation under clause 9.3 or otherwise obtained the approval of the Council in writing to the application.

- 9.5 Clause 9.4 does not apply to:
- 9.5.1 a Construction Certificate:
- (a) for Subdivision Work, or
  - (b) that does not relate to the erection of a building or the construction of the Water Supply Work,
- 9.5.2 a Subdivision Certificate relating to:
- (a) the dedication or transfer of any part of the Land to facilitate the construction of the Water Supply Work,
  - (b) a boundary adjustment on any part of the Land relating to the construction of the Water Supply Work or the dedication or transfer of any land to facilitate the construction Water Supply Work,
  - (c) a subdivision to facilitate the sale of any part of the Land.
- 9.6 Once the Developer has complied with its obligation under clause 9.3, the Council is to pay to the Developer:
- 9.6.1 any Water Supply Contribution it then holds or later receives,
- 9.6.2 any Water Supply DSP Contribution it receives, and
- 9.6.3 any other monetary Development Contributions paid to the Council after the Water Supply Work has been completed in relation to land other than the Land that benefits from the Water Supply Work and which the Council considers, acting reasonably, should be paid to the Developer,
- but only to the extent to which such payments do not exceed the Water Supply Contribution Reduction.

**Part 3 – Provisions relating to Sewerage Services****10 Payment of Sewerage Services Contribution**

- 10.1 This clause applies if the Developer is not the Initial Developer Sewerage Service Work.
- 10.2 The Developer is to pay the Sewerage Services Contribution to the Council before a Subdivision Certificate is issued in relation to any part of the Land.
- 10.3 The payment required by clause 10.2 is in addition to any other Development Contribution that the Developer is required to make under this Agreement this Deed or otherwise in relation to the Development.
- 10.4 The Council is to pay to the Developer any Sewerage Services DSP Contribution it receives in relation to the Land but not so as to exceed the

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portion of the Developer's Sewerage Services Contribution relating to the sewer pump station referred to in paragraph (a) of the definition of *Sewerage Service Work*.

**11 Construction of Sewerage Services Work**

- 11.1 This clause applies if the Developer is the Initial Developer Sewerage Service Work.
- 11.2 The Developer acknowledges that the Development cannot be carried out unless the Sewerage Service Work is available to serve the Development or arrangements satisfactory to the Council exist relating to the provision of the Sewerage Service Work to serve the Development.
- 11.3 The Developer is to construct the Sewerage Service Work to the reasonable satisfaction of the Council.
- 11.4 The Developer is not to apply for, or cause, suffer or permit an application to be made for, or procure the issuing of, a Subdivision Certificate or a Construction Certificate relating to the Development unless it has complied with its obligation under clause 11.3.
- 11.5 Clause 11.4 does not apply to:
  - 11.5.1 a Construction Certificate for:
    - (a) Subdivision Work, or
    - (b) that does not relate to the erection of a building or the construction of the Sewerage Service Work,
  - 11.5.2 a Subdivision Certificate relating to:
    - (a) the dedication or transfer of any part of the Land to facilitate the construction of the Sewerage Service Work,
    - (b) a boundary adjustment on any part of the Land relating to the construction of the Sewerage Service Work or the dedication or transfer of any land to facilitate the construction Sewerage Service Work,
    - (c) a subdivision to facilitate the sale of any part of the Land.
- 11.6 Once the Developer has complied with its obligation under clause 11.3, the Council is to pay to the Developer:
  - 11.6.1 any Sewerage Services Contribution it then holds or later receives, and
  - 11.6.2 any Sewerage Services DSP Contribution it receives,
  - 11.6.3 any other monetary Development Contributions paid to the Council after the Sewerage Services Work has been completed in relation to land other than the Land that benefits from the Sewerage Service Work and which the Council considers, acting reasonably, should be paid to the Developer,

but only to the extent to which such payments do not exceed the Sewerage Services Contribution Reduction.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****Part 4 – Provisions relating to Environmental Lands****12 Zoning of Visual Buffer Land**

- 12.1 The Developer is not to make or procure the making of any objection in relation to the making of a local environmental plan within the meaning of the Act that operates to rezone all or part of the Visual Buffer Land to Zone E3 within the meaning of the standard instrument in clause 33A of the Act.

**13 Approval of Detailed Management Plan**

- 13.1 The Developer is to ensure that a Development Application that seeks Development Consent for the establishment and maintenance of Environmental Management Land is accompanied by a Detailed Management Plan in respect of that land.
- 13.2 The Developer is not to establish or maintain Environmental Management Land except in accordance with:
- 13.2.1 a Detailed Management Plan that has been approved by the Council in respect of that land, and
- 13.2.2 the terms of any approval granted by the Council as modified from time to time.

**14 Establishment & Management of Environmental Management Land**

- 14.1 The Developer, at its own cost, is to perform:
- 14.1.1 the Establishment Obligation during the Establishment Period; and
- 14.1.2 the Management Obligation during the Management Period.
- 14.2 The Developer is to perform its obligations under clause 14.1 in accordance with:
- 14.2.1 ~~this Agreement~~[this Deed](#), and
- 14.2.2 any further agreement that is entered into by the Developer and the Council under clause 5, and
- 14.2.3 any requirements and directions notified in writing by the Council to the Developer at any time before the Environmental Management Land Management Work is taken to have been completed that are not inconsistent with:
- (a) ~~this Agreement~~[this Deed](#), or
- (b) any agreement referred to in clause 14.2.2, or
- (c) any Development Consent relating to the Development.

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- 14.3 The Establishment Obligation and the Management Obligation in respect of land of or dedicated by that Developer are not to be varied by that Developer, unless:
- 14.3.1 that Developer and the Council agree in writing to the variation, and
  - 14.3.2 any consent or approval required under the Act or any other law to the variation is first obtained.
- 14.4 Clauses 30 and 31 applies to completion of the Establishment Obligation and the Management Obligation subject to the following:
- 14.4.1 the Defects Liability Period referred to in clause 31 means the period commencing on the date on which the Work is taken to have been completed under ~~this Agreement~~[this Deed](#) and ending 14 days after that date.
  - 14.4.2 the Council does not accept responsibility for the Work comprising the Establishment Obligation until the land is dedicated to the Council in accordance with ~~this Agreement~~[this Deed](#).

**15 Failure to Perform Establishment or Management Obligation**

- 15.1 If the Council considers that the Developer is in breach of the Establishment Obligation or the Management Obligation relating to land of or dedicated by that Developer, the Council may give that Developer a notice requiring the breach to be rectified to the satisfaction of the Council.
- 15.2 A notice given under clause 15.1 is to allow the Developer a period of not less than 28 days or such other period as the Council considers appropriate in the circumstances of the case to rectify the breach.
- 15.3 The Developer is to comply with a notice under clause 15.1 strictly according to its terms.

**16 Inspection of the Environmental Management Land**

- 16.1 Before Environmental Management Land is dedicated to the Council in accordance with ~~this Agreement~~[this Deed](#), the Developer is to permit the Council, its officers, employees, agents and contractors to enter that land at any time, upon giving reasonable prior notice, to inspect, examine or test that land.
- 16.2 After Environmental Management Land is dedicated to the Council in accordance with ~~this Agreement~~[this Deed](#), the Developer is to permit the Council, its officers, employees, agents and contractors to pass through land owned, occupied or otherwise controlled by the Developer to enable the Council to obtain access to the Environmental Management Land.
- 16.3 This clause does not derogate from any other rights the Council has under ~~this Agreement~~[this Deed](#) to enter Environmental Management Land.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****17 Dedication of Environmental Management Land**

- 17.1 The Developer is to dedicate the Environmental Management Land to the Council at the following times:
- 17.1.1 if the Development in a Stage relating to any Environmental Management Land involves Subdivision – upon registration of the first plan of subdivision relating to that Stage or at such other time as that Developer and the Council agree, or,
  - 17.1.2 if the Development in a Stage relating to any Environmental Management Land does not involve Subdivision - before the first Part 4A Certificate is issued relating to that Stage or at such other time as that Developer and the Council agree.

**18 Management Contribution**

- 18.1 The Developer is to pay the Management Contribution to the Council on a Stage by Stage basis:
- 18.1.1 based on the Net Developable Area of the part of the Land within the Stage, and
  - 18.1.2 before a Subdivision Certificate is issued in relation to the Stage, or at such other time as the Parties agree.
- 18.2 The Management Contribution and any interest earned on its investment is to be held and applied by the Council for a period of 17 years on and from the expiration of the Management Period towards the ongoing environmental management of the Environmental Management Land and the Offsite Offset Environmental Land but only where that land has been dedicated to the Council.
- 18.3 The Council is to use its reasonable endeavours to obtain Alternative Funding as soon as reasonably practicable after ~~this Agreement~~[this Deed](#) is entered into.
- 18.4 The Developer is not to raise any requisition or objection in respect of anything done by the Council under clause 18.3.
- 18.5 If, at any time after the date of ~~this Agreement~~[this Deed](#), the Council obtains Alternative Funding, the Council is to send a notice to each Developer:
- 18.5.1 informing the Developer that the Council has obtained the Alternative Funding, and
  - 18.5.2 specifying the amount of the Management Contribution Refund that may be claimed by the Developer, and
  - 18.5.3 in the case where the Developer has not yet paid the Management Contribution - informing the Developer that the amount of that contribution payable to the Council is to be reduced by the amount specified in clause 18.5.2, and
  - 18.5.4 in the case where the Developer has paid the Management Contribution - informing the Developer that the amount specified in

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clause 18.5.2 will be paid by the Council to the Developer if the Council receives within 28 days of the date on the Council's notice a notice from the Developer claiming the Management Contribution Refund.

- 18.6 If a notice under clause 18.5 is given to the Developer in a case:
- 18.6.1 where the Developer has not yet paid the Management Contribution, that contribution is taken for the purposes of ~~this Agreement~~ this Deed to have been reduced by the amount specified in clause 18.5.2, and
  - 18.6.2 where the Developer has paid the Management Contribution, the Council is to pay the Management Contribution Refund to the Developer if it receives the notice from the Developer referred to in clause 18.5.4.
- 18.7 The Management Contribution payable by the Developer may be reduced by agreement in writing between the Developer and the Council but only if the agreement also provides for an extended Management Period.

**Part 5 – Provisions Relating to Offsite Offset Environmental Land****19 Establishment, rehabilitation, dedication and management of Offsite Offset Environmental Land**

- 19.1 Clauses 13 -16~~7~~ of ~~this Agreement~~ this Deed apply to the Offsite Offset Environmental Land in the same way that they apply to the Environmental Management Land with the following modifications:
- 19.1.1 a reference to a Detailed Management Plan is a reference to a plan that contains provisions relating to the establishment, rehabilitation and maintenance of Offsite Offset Environmental Land including provision for the staged dedication of the Offsite Offset Environmental Land as a public reserve;
  - 19.1.2 a reference to the Establishment Period is a reference to the period commencing on the date of the First ~~taking effect of the Sancrox LEP and ending 18 months later~~ Deed of Variation.
  - 19.1.3 a reference to the Management Period is:
    - (a) a reference to the Management Period Stage A in respect of Offsite Offset Environmental Land Stage A, and
    - (a)(b) a reference to Management Period Stage B in respect of Offsite Offset Environmental Land Stage B.
  - 19.2 Clause 17 of this Deed applies to the Offsite Offset Environmental Land Stage A in the same way that it applies to the Environmental Management Land.
  - ~~19.2~~ 19.3 Expressway Spares is to provide Council with copies of the certificates of title for the Offsite Offset Environmental Land Stage B within 90

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days of the date of ~~this Agreement or within 7 days of the Sancrox LEP taking effect whichever is the later~~ the First Deed of Variation.

~~19.3~~19.4 Within 14 days of the provision of the certificates of title under clause 19.32, the Council must notify Expressway Spares of the Existing Easements.

~~19.4~~19.5 Expressway Spares is to use reasonable endeavours to extinguish the Existing Easements notified to it under clause 19.43, ~~within the period of 180 days of the Council's notice under clause 19.3 and prior to the dedication of the Offsite Offset Environmental Land to Council.~~

19.6 Expressway Spares is to dedicate the Offsite Offset Environmental Land Stage B to the Council promptly after the Existing Easements notified to it under clause 19.4 have been extinguished.

19.7 If Expressway Spares, having used all reasonable endeavours, is unable to extinguish the Existing Easements ~~by the end of the period referred to in clause 19.4~~, then Expressway Spares must ~~within 14 days of that date~~, notify the Council and offer to Council proposed Alternative Offset Land.

~~19.5~~19.8 Council must notify Expressway Spares in writing whether Council:

~~19.5-1~~19.8.1 accepts the proposed Alternative Offset Land, or

~~19.5-2~~19.8.2 rejects the proposed Alternative Offset Land, in which case further proposed Alternative Offset Land must be offered to the Council.

~~19.6~~19.9 The Developer is ~~not to~~ do any of the following in the Deferred Area during the Management Period Stage B other than in accordance with the Approved KPOM:

~~19.6-1~~19.9.1 make an application to the Council to carry out any development, or carry out any development, or

~~19.6-2~~19.9.2 make an application to the Council or any other Authority to clear vegetation, or clear vegetation.

**19A Acquisition of Offsite Offset Environmental Land Stage A**

19A.1 The Council may compulsorily acquire the Offsite Offset Environmental Land Stage A for environmental protection purposes pursuant to s186 of the *Local Government Act 1993* and the Just Terms Act if it considers it reasonable to do so in the public interest.

19A.2 Clause 19A.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.

19A.3 If, as a result of the acquisition referred to in clause 19A.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council.

19A.4 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the Environmental Dedication Land except if, and

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to the extent that, the Claim arises because of the Council's negligence or default.

19A.5 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 19A, including without limitation:

19A.5.1 signing any documents or forms,

19A.5.2 giving land owner's consent for lodgement of any Development Application,

19A.5.3 producing certificates of title to the Registrar-General under the Real Property Act 1900, and

19A.5.4 paying the Council's costs arising under this clause 19A.

**20 Making of Development Applications**

20.1 The Developer is not to make, or cause or permit to be made, or to give its consent as owner to the making of, an application for a Subdivision Certificate relating to the part of the Development on the Expressway Spares Land unless the Offsite Offset Environmental Land Stage A has first been ~~dedicated to~~acquired by the Council.

~~20.2~~ Clause 20.1 does not apply.

~~to an application for consent or approval under the Act to subdivide the Expressway Spares Land for the purpose only of facilitating the dedication of the Offsite Offset Environmental Land to the Council, or~~

~~20.3~~20.2 if the Council and the Developer agree in writing to the contrary.

**Part 6 – Provisions Relating to Dunn Residence Land****21 Establishment and management of Dunn Residence Land**

21.1 Clauses 13-16 of ~~this Agreement~~this Deed apply to the Dunn Residence Land in the same way that they apply to the Environmental Management Land with the following modifications:

21.1.1 a reference to a Detailed Management Plan is a reference to a plan that contains provisions relating to the establishment and perpetual maintenance of the Dunn Residence Land.

21.1.2 a reference to the Establishment Period is a reference to the Establishment Period applicable to the Environmental Management Land marked 'C' on Sheet 1 of the Map.

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21.1.3 a reference to the Management Period is a reference to the period commencing immediately at the end of the Establishment Period and ending as specified in the Detailed Management Plan.

21.2 The Developer is not to make, or cause or permit to be made, or to give its consent as owner to the making of, an application under the Act relating to the Development of the Dunn Land or the issuing of a Subdivision Certificate to separate the Dunn Residence Land from the Dunn Land unless the Detailed Management Plan for the Dunn Residence Land has been approved by the Council.

**22 Annual Report**

22.1 The Party who is the owner of the Dunn Residence Land must submit an annual report by 28 July in each year that demonstrates that maintenance requirements required to be carried out in relation to that land during the Management Period have been met during the 12 month period prior to 1 July in the same year.

**Part 7 – General Provisions Relating to Development Contributions****23 Procedures relating to payment of monetary Development Contributions**

23.1 A monetary Development Contribution is made for the purposes of [this Agreement](#)~~this Deed~~ when the Council receives the full amount of the contribution payable under [this Agreement](#)~~this Deed~~ in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

23.2 The Developer is to give the Council not less than 2 business days notice of its intention to pay a monetary Development Contribution.

23.3 The Developer is not required to pay a monetary Development Contribution under [this Agreement](#)~~this Deed~~ unless the Council, after having received the Developer's notice under clause 23.2, has given to the Developer a tax invoice for the amount of the Development Contribution.

23.4 The Developer is not in breach of [this Agreement](#)~~this Deed~~ if it fails to pay a monetary Development Contribution at the time required by [this Agreement](#)~~this Deed~~ by reason only of the Council's failure to give to the Developer a tax invoice in relation to the amount proposed to be paid by it.

**24 Procedures relating to the dedication of land**

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- 24.1 A Development Contribution comprising the dedication of land is made for the purposes of ~~this Agreement~~[this Deed](#) when:
- 24.1.1 a deposited plan is registered in the register of plans maintained by the Registrar-General, that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* or creates a public reserve or drainage reserve under the *Local Government Act 1993*, or
  - 24.1.2 the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the land to the Council when registered.
- 24.2 For the purposes of clause 24.1.2:
- 24.2.1 the Developer is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the land to be dedicated, and
  - 24.2.2 the Council is to execute the instrument of transfer and return it to Developer within 7 days of receiving it from the Developer,
  - 24.2.3 the Developer is to lodge the instrument of transfer for registration with the Registrar-General, within 7 days of receiving it from the Council duly executed,
  - 24.2.4 the Developer and the Council are to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 24.3 If ~~this Agreement~~[this Deed](#) requires the Developer to dedicate land to the Council on which the Developer is also required to carry out a Work under ~~this Agreement~~[this Deed](#), the Developer is to dedicate the land not later than 7 days after the Work is completed.

**25 Carrying out of Work**

- 25.1 Except as otherwise specifically provided by ~~this Agreement~~[this Deed](#), any Work that is required to be carried out by the Developer under ~~this Agreement~~[this Deed](#) is to be carried out in accordance with:
- 25.1.1 any relevant Development Consent,
  - 25.1.2 any relevant policies and specifications of the Council existing at the time such a consent is granted,
  - 25.1.3 any other applicable law, and
  - 25.1.4 otherwise to the reasonable satisfaction of the Council.
- 25.2 If the Developer is reasonably required by the Council to prepare or modify a design or specification relating to a Work for approval by the Council under ~~this Agreement~~[this Deed](#), the Developer is to bear all costs relating to the preparation or modification and approval of the design and specification.

**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****26 Access to the Land**

- 26.1 The Developer is to permit the Council, its officers, employees, agents and contractors to enter any of its land or any other land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach of the Developer relating to the carrying out of a Work.
- 26.2 The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry out any Work under ~~this Agreement~~[this Deed](#) that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under ~~this Agreement~~[this Deed](#).

**27 Protection of people and property**

- 27.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
  - 27.1.1 all necessary measures are taken to protect people and property,
  - 27.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
  - 27.1.3 nuisances and unreasonable noise and disturbances are prevented.

**28 Damage and repairs to Work**

- 28.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to a Work from any cause other than a negligent act or omission of the Council that occurs prior to the date on which the Work is completed under ~~this Agreement~~[this Deed](#).

**29 Variation of Work**

- 29.1 A Work is not to be varied by the Developer, unless:
  - 29.1.1 the Developer and the Council agree in writing to the variation, and
  - 29.1.2 any consent or approval that is required to the variation under the Act or any other law is first obtained, and
  - 29.1.3 the Developer bears all of the Council's costs of and incidental to the variation.
- 29.2 For the purposes of clause 29.1 a variation may relate to any matter in relation to the Work that is dealt with by ~~this Agreement~~[this Deed](#).

**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****30 Completion of Work**

- 30.1 Work is completed for the purposes of ~~this Agreement~~[this Deed](#) if the Council, acting reasonably, gives a certificate to the Developer to that effect or the Developer gives the Council a Compliance Certificate to that effect.

**31 Rectification of defects**

- 31.1 During the Defects Liability Period, the Council may give the Developer a Rectification Notice.
- 31.2 Subject to the resolution of a dispute in accordance with ~~this Agreement~~[this Deed](#), the Developer is to comply with a Rectification Notice at its own cost and to the reasonable satisfaction of the Council.

**32 Works-As-Executed-Plan**

- 32.1 No later than 60 days after a Work is taken to have been completed in accordance with ~~this Agreement~~[this Deed](#), the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.

**Part 8 – Other Provisions****33 Indemnity and Insurance**

- 33.1 The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with a negligent act or omission of the Developer in carrying out any Work and the performance of any other obligation under ~~this Agreement~~[this Deed](#).
- 33.2 The Developer is to take out and keep current, or is to ensure that its contractors take out and keep current, to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under ~~this Agreement~~[this Deed](#) up until the Work is taken to have been completed in accordance with ~~this Agreement~~[this Deed](#):
- 33.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,

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- 33.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
- 33.2.3 workers compensation insurance as required by law, and
- 33.2.4 any other insurance required by law.
- 33.3 If the Developer fails to comply with clause 33.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due by the Developer to the Council.
- 33.4 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 33.2.

**34 Failure to carry out Work**

- 34.1 If the Council reasonably considers that the Developer is in breach of any obligation under ~~this Agreement~~this Deed relating to a Work, including compliance with a Rectification Notice, the Council may give the Developer a notice requiring the breach to be rectified to the Council's reasonable satisfaction.
- 34.2 The dispute resolution provisions of ~~this Agreement~~this Deed do not apply to the giving of a notice under clause 34.1.
- 34.3 A notice given under clause 34.1 is to allow the Developer a period of not less than 28 days to rectify the breach or such further period as the Council considers reasonable in the circumstances.
- 34.4 A notice under clause 34.1 satisfies the requirement for a notice in clause 34.8 if it also complies with the requirements of that clause.
- 34.5 The Council may carry out and complete the Work the subject of a notice under clause 34.1 if the Developer fails to comply with the notice to the Council's reasonable satisfaction.
- 34.6 The Developer is to do all things reasonably necessary to enable the Council to exercise its rights under clause 34.5.
- 34.7 If the Council incurs a cost in carrying out, completing or rectifying a defect in a Work resulting from non-compliance by the Developer with ~~this Agreement~~this Deed that is not met by calling-up the Security, the Council may recover the cost from the Developer in a court of competent jurisdiction.
- 34.8 For the purpose of clause 34.7, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:
  - 34.8.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
  - 34.8.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and

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34.8.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with [this Agreement](#)~~this Deed~~.

**35 Security for performance**

- 35.1 In this clause 35, a reference to Work is a reference to:
- 35.1.1 the Management Obligation in relation to the Environmental Management Land,
  - 35.1.2 the Establishment Obligation in relation to the Offsite Offset Environmental Land,
  - 35.1.3 the Management Obligation in relation to the Offsite Offset Environmental Land,
  - 35.1.4 the completion of the Water Supply Work, and
  - 35.1.5 the completion of the sewer pump station and rising main referred to in paragraph (a) and (b), respectively, of the definition of *Sewerage Service Work*.
- 35.2 The Developer is not to carry out Work unless, prior to the commencement of the Work, the Developer provides the Council with Security for the Work in an amount agreed to by the Council.
- 35.3 For the purposes of clause 35.2, the Parties are to have regard to any policy or practice of the Council, current at the time the Security is provided, relating to the provision of security to the Council for the construction of public infrastructure by developers.
- 35.4 The Council is to release and return the Security or any unused part of it to the Developer within 14 days of compliance by the Developer with its Development Contribution obligations under [this Agreement](#)~~this Deed~~ to the reasonable satisfaction of the Council.
- 35.5 The Developer may at any time provide the Council with a replacement Security.
- 35.6 On receipt of a replacement Security, the Council is to release and return to the Developer, as directed, the Security it holds that has been replaced.
- 35.7 The Council may call-up the Security if it considers, acting reasonably, that the Developer has not complied with its Development Contributions obligations under [this Agreement](#)~~this Deed~~.
- 35.8 However, the Council is not to call-up the Security unless it has given the Developer not less than 30 days notice of its intention to do so and the Developer has not rectified the non-compliance to the Council's reasonable satisfaction before that period has expired.
- 35.9 If the Council calls-up the Security, it may use the amount paid to it in satisfaction of any costs incurred by it in remedying the non-compliance including but not limited to:
- 35.9.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,

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35.9.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and

35.9.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's non-compliance.

35.10 If the Council calls-up the Security, it may, by notice to the Developer, require the Developer to provide a further or replacement Security in an amount that, when added to any unused portion of any existing Security, does not exceed the amount of the Security the Council is entitled to hold under ~~this Agreement~~[this Deed](#).

35.11 The dispute resolution provisions of ~~this Agreement~~[this Deed](#) do not apply to a matter the subject of this clause.

**36 Enforcement in a court of competent jurisdiction**

36.1 Without limiting any other provision of ~~this Agreement~~[this Deed](#), the Parties may enforce ~~this Agreement~~[this Deed](#) in any court of competent jurisdiction.

36.2 For the avoidance of doubt, nothing in ~~this Agreement~~[this Deed](#) prevents:

36.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of ~~this Agreement~~[this Deed](#) or any matter to which ~~this Agreement~~[this Deed](#) relates,

36.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of ~~this Agreement~~[this Deed](#) or any matter to which ~~this Agreement~~[this Deed](#) relates.

**37 Dispute Resolution – expert determination**

37.1 This clause applies to a dispute under ~~this Agreement~~[this Deed](#) which relates to a matter that can be determined by an appropriately qualified expert.

37.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.

37.3 Such a dispute is taken to arise if one Party gives another Party a notice specifying particulars of the dispute.

37.4 If a notice is given under clause 37.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.

37.5 If the dispute is not resolved within a further 28 days, the dispute must be referred to the President of the Association of Chartered Surveyors NSW or President of Engineers Australia, NSW Branch, to appoint an expert for expert determination.

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- 37.6 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 37.7 Each Party must bear its own costs arising from or in connection with the appointment of the expert and the expert determination.

**38 Dispute Resolution - mediation**

- 38.1 This clause applies to any dispute under ~~this Agreement~~[this Deed](#) other than a dispute to which clause 37 applies.
- 38.2 Such a dispute is taken to arise if one Party gives another Party a notice specifying particulars of the dispute.
- 38.3 If a notice is given under clause 38.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 38.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 38.5 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

**39 Registration of ~~this Agreement~~[this Deed](#)**

- 39.1 The Parties agree to register ~~this Agreement~~[this Deed](#) subject to obtaining the agreement of the persons specified in s93H(1) of the Act to registration.
- 39.2 The Developer is to use its reasonable endeavours to obtain the consent of the persons specified in s93H(1) of the Act to registration of ~~this Agreement~~[this Deed](#).
- 39.3 If the agreement of the persons specified in s93H(1) of the Act to registration of ~~this Agreement~~[this Deed](#) is obtained, the Parties are to do such things as are reasonably necessary to enable registration to occur.
- 39.4 Subject to this clause, within 60 days of the Sancrox LEP taking effect, the Developer is to provide the Council with the following documents to enable registration of ~~this Agreement~~[this Deed](#):
- 39.4.1 an instrument requesting registration of ~~this Agreement~~[this Deed](#) on the title to the Land in registrable form duly executed by the Developer, and
- 39.4.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration.
- 39.5 The Parties are to do such things as are reasonably necessary to remove any notation relating to ~~this Agreement~~[this Deed](#) from the title to the Land:

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39.5.1 in so far as the part of the Land concerned is a lot created in the Development that the Council reasonably considers is intended for separate occupation and disposition,

39.5.2 in relation to any other part of the Land, once that the Developer has completed its obligations under ~~this Agreement~~this Deed to the reasonable satisfaction of the Council or ~~this Agreement~~this Deed is terminated or otherwise comes to an end for any reason whatsoever.

**40 Assignment, Sale of Land, etc**

40.1 Unless the matters specified in clause 40.2 are satisfied, the Developer is not to do any of the following:

40.1.1 if the Developer is the owner of the Land, to sell or transfer the Land to any person, or

40.1.2 assign or novate to any person the Developer's rights or obligations under ~~this Agreement~~this Deed.

40.2 The matters required to be satisfied for the purposes of clause 40.1 are as follows:

40.2.1 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Developer's rights or obligations under ~~this Agreement~~this Deed are to be assigned or novated, of an agreement in favour of the Council on the same terms as ~~this Agreement~~this Deed, and

40.2.2 the Council, by notice to the Developer, has stated that evidence satisfactory to the Council has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the Agreement, and

40.2.3 the Developer is not in breach of ~~this Agreement~~this Deed, and

40.2.4 the Council otherwise consents to the transfer, assignment or novation, which consent is not to be unreasonably withheld.

40.3 This clause 40 does not apply in relation to any sale or transfer of the Land if ~~this Agreement~~this Deed is registered on the title to the Land at the time of the sale.

**41 Review of ~~this Agreement~~this Deed**

41.1 The Parties agree to review ~~this Agreement~~this Deed if any party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of ~~this Agreement~~this Deed and requests a review.

41.2 For the purposes of clause 41.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.

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- 41.3 For the purposes of addressing any matter arising from a review of [this Agreement](#)[this Deed](#), the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to [this Agreement](#)[this Deed](#).
- 41.4 If [this Agreement](#)[this Deed](#) becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to [this Agreement](#)[this Deed](#) is entered into.
- 41.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review of [this Agreement](#)[this Deed](#) is not a dispute for the purposes of the dispute resolution provisions of [this Agreement](#)[this Deed](#).

**42 Notices**

- 42.1 Any notice, consent, information, application or request that must or may be given or made to a Party under [this Agreement](#)[this Deed](#) is only given or made if it is in writing and sent in one of the following ways:
- 42.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
- 42.1.2 faxed to that Party at its fax number set out in the Summary Sheet.
- 42.2 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.
- 42.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 42.3.1 delivered, when it is left at the relevant address,
- 42.3.2 sent by post, 2 business days after it is posted, or
- 42.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 42.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

**43 Costs**

- 43.1 The Developer is to pay to the Council the Council's costs not exceeding \$11,000.00 ex GST of preparing, negotiating, executing and stamping [this Agreement](#)[this Deed](#), and any document related to [this Agreement](#)[this Deed](#) within 7 days of a written demand by the Council for such payment.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****44 Entire Agreement**

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

**45 Further Acts**

- 45.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete ~~this Agreement~~[this Deed](#) and all transactions incidental to it.

**46 Governing Law and Jurisdiction**

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

**47 No Fetter**

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

**48 Representations and Warranties**

- 48.1 The Parties represent and warrant that they have power to enter into ~~this Agreement~~[this Deed](#) and comply with their obligations under the Agreement and that entry into ~~this Agreement~~[this Deed](#) will not result in the breach of any law.

**49 Severability**

- 49.1 If a clause or part of a clause of ~~this Agreement~~[this Deed](#) can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

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- 49.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from ~~this Agreement~~this Deed, but the rest of ~~this Agreement~~this Deed is not affected.

**50 Modification**

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

**51 Waiver**

- 51.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under ~~this Agreement~~this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 51.2 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.
- 51.3 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.

**52 GST**

- 52.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
- Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 52.2 Subject to clause 52.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with ~~this Agreement~~this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

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- 52.3 Clause 52.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in ~~this Agreement~~this Deed to be GST inclusive.
- 52.4 No additional amount shall be payable by the Council under clause 52.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 52.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under ~~this Agreement~~this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 52.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 52.5.2 that any amounts payable by the Parties in accordance with clause 52.2 (as limited by clause 52.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 52.6 No payment of any amount pursuant to this clause 52, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 52.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 52.8 This clause continues to apply after expiration or termination of ~~this Agreement~~this Deed.

**53 Explanatory Note Relating to ~~this Agreement~~this Deed**

- 53.1 The Appendix contains the Explanatory Note relating to ~~this Agreement~~this Deed required by clause 25E of the Regulation.
- 53.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

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James John Dunn & Catherine Brigitte Dunn



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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigette Dunn**

---

**Schedule ~~2~~**

(Clause 1.1)

**Map****Sheet 1 – Environmental Management Land and Dunn Residence Land**



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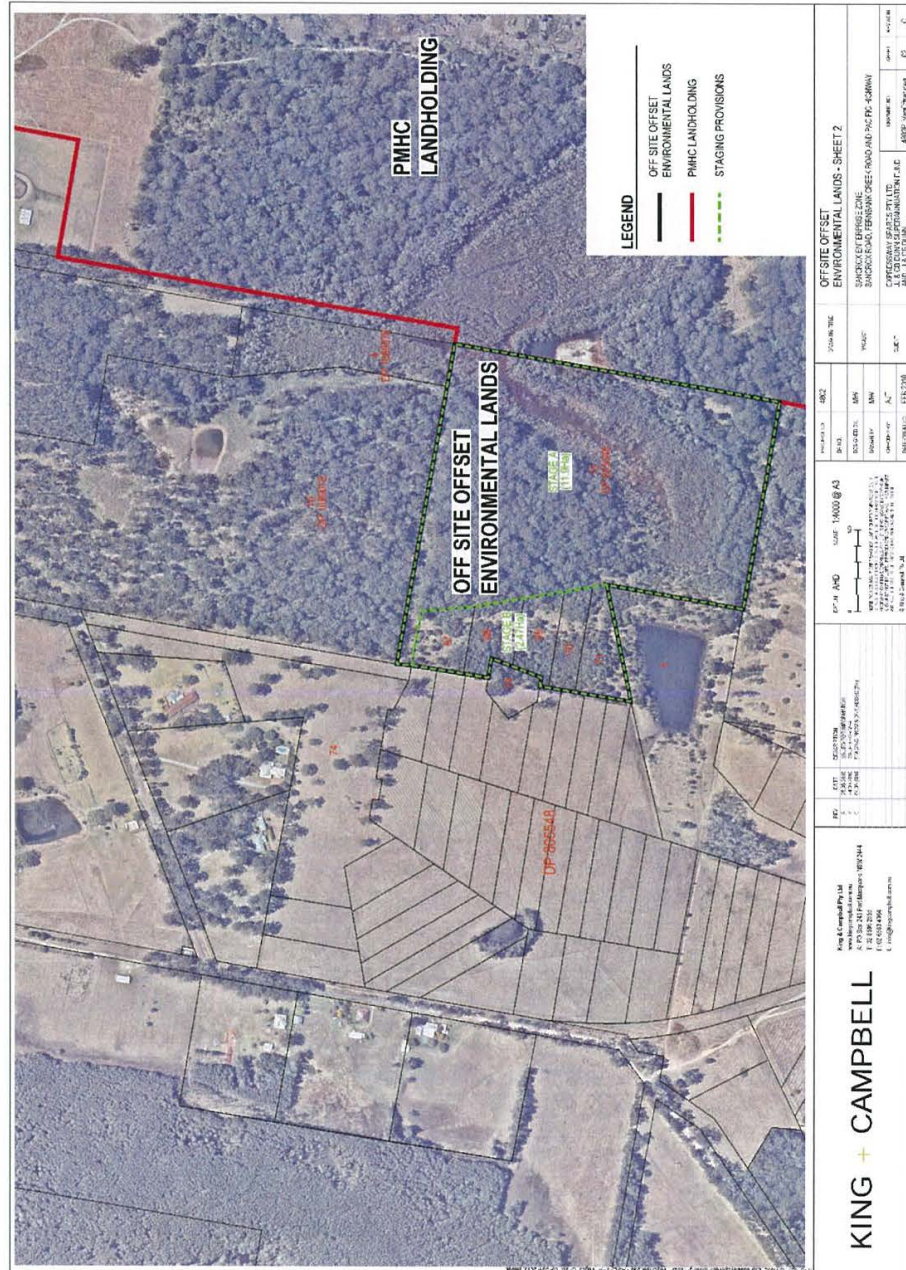
**Schedule ~~2~~**

(Clause 1.1)

**Map****Sheet 2 - Offsite Offset Environmental Land**

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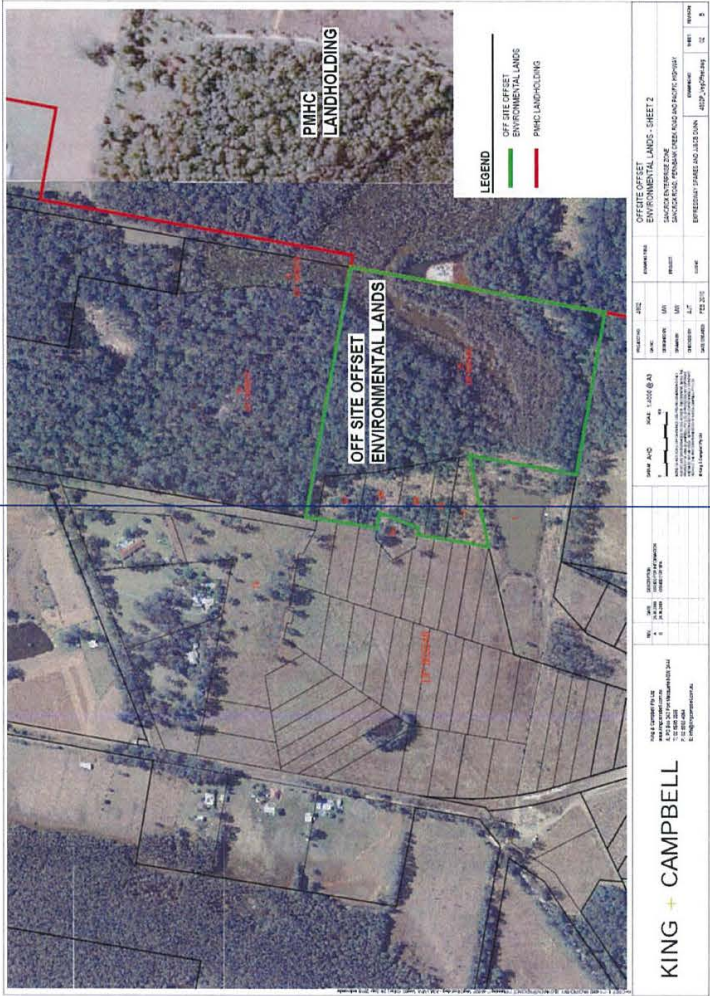
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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

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Sancrox Employment Land Environmental Lands & Services Planning Agreement  
Port Macquarie-Hastings Council  
Expressway Spares Pty Limited  
James John Dunn & Catherine Brigitte Dunn



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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigette Dunn**

---

**Schedule ~~2~~**

(Clause 1.1)

**Map****Sheet 3 – Sancrox Employment Zone Land identifying Expressway Spares Land, Dunn Land and McMullen Land**

**James John Dunn & Catherine Brigitte Dunn**





**James John Dunn & Catherine Brigitte Dunn**

## Map

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigette Dunn**

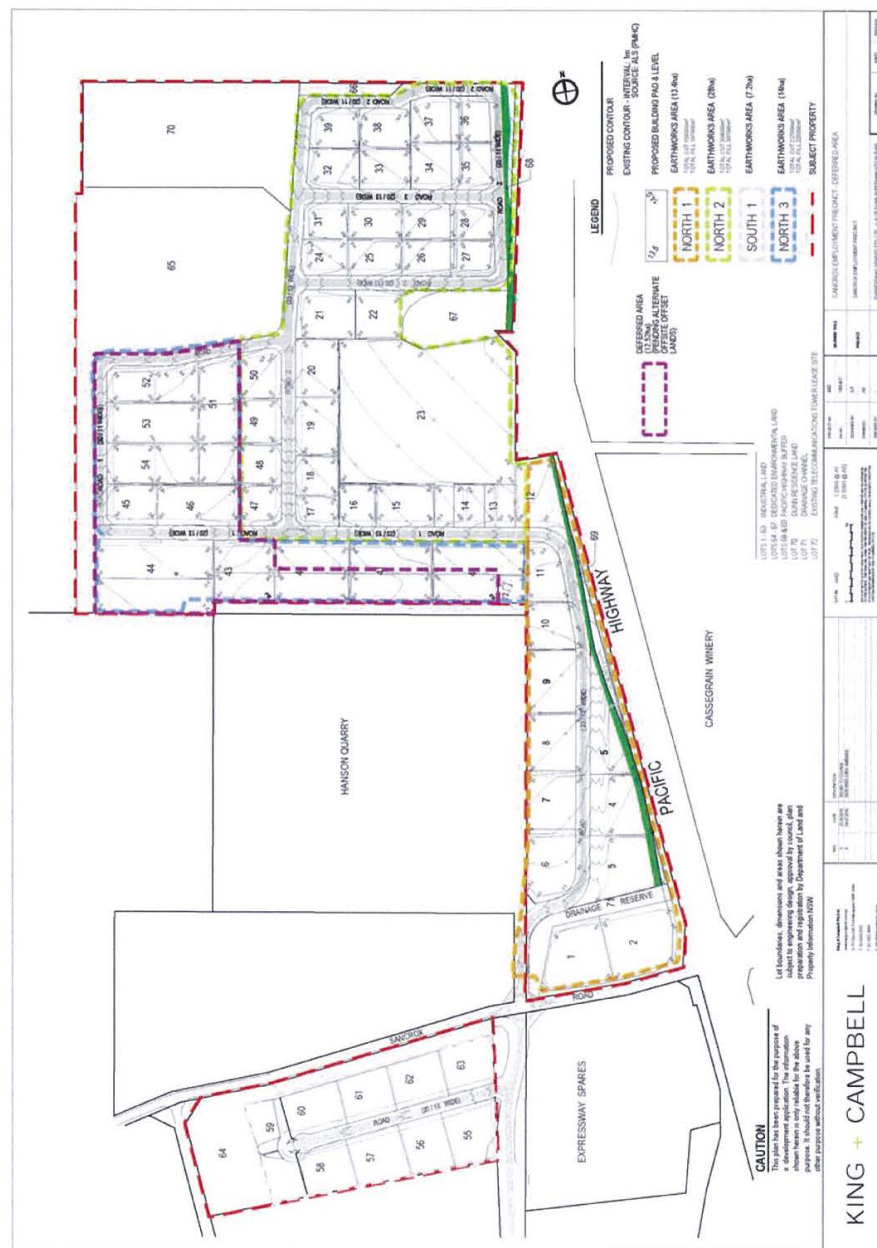
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**Schedule****(Clause 1.1)****Map****Sheet 5 – Deferred Area**

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**James John Dunn & Catherine Brigitte Dunn**



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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigette Dunn**

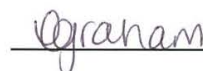
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**Execution****Executed as an Agreement****Dated:** 16 JANUARY 2017

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**Executed on behalf of the Council**

---

**General Manager** Carissa Graham**Witness/Name/Position**

EA to GM

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**Executed on behalf of Expressway Spares** in accordance with s127(1) of the Corporations Act (Cth) 2001**Name/Position**

PATRICK CASSEGRAIN/MANAGING DIRECTOR

**Name/Position**

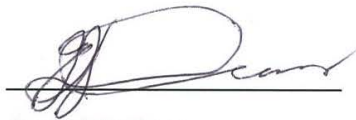
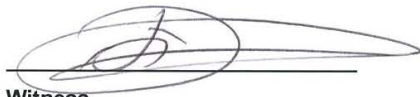
DENIS CASSEGRAIN/DIRECTOR

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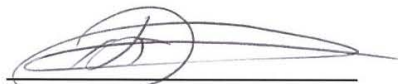
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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigette Dunn**

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**Executed by James John Dunn****James John Dunn****Witness**

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**Executed by Catherine Brigette Dunn****Catherine Brigette Dunn****Witness**



**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****Appendix**

(Clause 53)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

**Explanatory Note****Draft Planning Agreement**Under s93F of the *Environmental Planning and Assessment Act 1979***Parties****Port Macquarie-Hastings Council** ABN 11 236 901 601 of Corner Lord and Burrawan Streets, Port Macquarie, New South Wales, 2444 (**Council**)**Expressway Spares Pty Limited** ABN 55 000 483 107 of 7 Sancrox Road, Wauchope, New South Wales, 2446 (**Expressway Spares**)**James John Dunn & Catherine Brigitte Dunn** of 181 Sancrox Road, Wauchope, New South Wales, 2446 (**Dunn**)**Description of the Land to which the Draft Planning Agreement Applies**[Lot 20 DP 1191370](#)~~[Lot 2 DP 222740](#)~~, [Lot 41 DP 1191701](#)~~[Lot 30 DP 255774](#)~~, and [Lot 39 DP 1191701](#)~~[Lot 31 DP 255774](#)~~, Lot 62 DP 754434, Lot 1 DP 226821, Lot 1 DP 124543, Lot 1 DP 1131036 and Lot 1 DP 1144490**Description of Proposed Development**

Development of the Land for industrial purposes

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****Summary of Objectives, Nature and Effect of the Draft Planning Agreement****Objectives of Draft Planning Agreement**

The objective of the Draft Planning Agreement is to provide suitable funding for the provision of infrastructure, facilities and services to meet the Development.

**Nature of Draft Planning Agreement**

The Draft Planning Agreement is a planning agreement under s93F of the *Environmental Planning and Assessment Act 1979 (Act)*. The Draft Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) are made by the Developer for various public purposes (as defined in s93F(3) of the Act).

**Effect of the Draft Planning Agreement**

The Draft Planning Agreement:

- relates to the carrying out by the Developer of development on the Land
- does not exclude the application of s 94 of the Act to the Development,
- excludes the application of s94A of the Act to Subdivision Work but not other Development.
- requires monetary Development Contributions,
- requires the carrying out of specified Works including water supply works, sewerage works and establishment and management of environmental land, by the Developer,
- requires the Council to apply monetary Development Contributions made under the agreement towards the specified purpose for which they were made and at the location, in the manner and to the standard (if any) specified in the agreement,
- imposes obligations on the Developer in relation to the carrying out of specified Works, the handing over of those Works to the Council and the rectification of defects in those Works.
- requires the Developer to provide the Council with security in the event that the Council is required to enforce the terms of the agreement,
- is to be registered on the title to the Land,
- imposes restrictions on the Parties transferring the Land or part of the Land or assigning an interest under the agreement,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

- provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the agreement.

**Assessment of the Merits of the Draft Planning Agreement****The Planning Purposes Served by the Draft Planning Agreement**

The Draft Planning Agreement:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,
- provides and co-ordinates community services and facilities in connection with the Development, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development

**How the Draft Planning Agreement Promotes the Public Interest**

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s5(a)(ii)-(v) and 5(c) of the Act.

**For Planning Authorities:*****Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities***

N/A

***Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted***

N/A

***Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter***

The Draft Planning Agreement promotes the elements of the Council's charter by:

- providing services and facilities for the community,
- ensuring that public facilities provided by the Developer and Owners under the agreement are transferred to and managed by the Council or are otherwise subject to the Council's control,
- providing a means that allows the wider community to make submissions to the Council in relation to the agreement.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

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***All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program***

The Draft Planning Agreement requires that specified Works be carried out by the Developer for water supply, sewerage services. The works are not included in the Council's relevant current capital works program. However, the Council's Management Plan identifies these types of works in the relevant capital works program. The sewerage services works are included in Council's current capital works program. Accordingly, the provision of these Works under the agreement is consistent and conforms with the capital works envisioned by the Council's Management Plan.

**Whether the Draft Planning Agreement specifies that certain requirements must be complied with before issuing of a construction certificate, occupation certificate or subdivision certificate**

This Draft Planning agreement contains requirements that must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued, being:

- payment of Water Supply Contribution
- construction of Water Supply Work
- payment of Sewerage Services Contribution
- construction of Sewerage Services Work
- dedication of Environmental Management Land
- payment of Management Contribution







## **Second Deed of Variation**

### **Sancrox Employment Land Environmental Lands and Services Planning Agreement**

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

**Port Macquarie-Hastings Council**

**Expressway Spares Pty Limited**

**James John Dunn & Catherine Brigitte Dunn**

Date:

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Level 18, Suite 1, 420 George Street, Sydney NSW 2000, Australia  
T 02 8235 9700 • W [www.lindsaytaylorlawyers.com.au](http://www.lindsaytaylorlawyers.com.au) • E [mail@lindsaytaylorlawyers.com.au](mailto:mail@lindsaytaylorlawyers.com.au)  
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Second Deed of Variation to Sancrox Employment Land  
Environmental Lands and Services Planning Agreement  
Port Macquarie-Hastings Council  
Expressway Spares Pty Limited  
James John Dunn & Catherine Brigette Dunn

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**Second Deed of Variation**  
**Sancrox Employment Land Environmental Lands and**  
**Services Planning Agreement**

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**Second Deed of Variation to Sancrox Employment Land  
Environmental Lands and Services Planning Agreement**  
**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigitte Dunn**

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## **Second Deed of Variation to Sancrox Employment Land Environmental Lands and Services Planning Agreement**

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

### **Parties**

**Port Macquarie-Hastings Council** ABN 11 235 906 601 of Cnr. Lord and  
Burrawan Streets, Port Macquarie, New South Wales, 2444 (**Council**)

and

**Expressway Spares Pty Limited** ABN 55 000 483 107 of 7 Sancrox Road,  
Wauchope, New South Wales, 2446 (**Expressway Spares**)

and

**James John Dunn & Catherine Brigitte Dunn** of 181 Sancrox Road,  
Wauchope, New South Wales, 2446 (**Dunn**)

### **Background**

- A The Parties are Parties to the Planning Agreement.
- B On 16 January 2017 the Parties entered into the First Deed of Variation amending the Planning Agreement.
- C Pursuant to clause 50 of the Planning Agreement, the Parties agree to further amend the Planning Agreement in accordance with marking-up shown in the Schedule to this Second Deed of Variation to:
  - (i) provide that Expressway Spares has constructed the Water Supply Work and Sewerage Services Work, and
  - (ii) provide for payment of the Water Supply Contribution Reduction and Sewer Services Contribution Reduction to Expressway Spares, and
  - (iii) provide for associated changes.

### **Operative provisions**

#### **1 Interpretation**

- 1.1 In this Deed the following definitions apply:

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**Second Deed of Variation to Sancrox Employment Land  
Environmental Lands and Services Planning Agreement  
Port Macquarie-Hastings Council  
Expressway Spares Pty Limited  
James John Dunn & Catherine Brigitte Dunn**

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**Deed** means this Deed of Variation and includes any schedules, annexures and appendices to this Deed.

**Planning Agreement** means the *Sancrox Employment Land Environmental Lands & Services Planning Agreement* pursuant to s7.4 of the *Environmental Planning and Assessment Act 1979* entered into between the Parties on 15 July 2011 as amended.

- 1.2 All other capitalised words used in this Deed have the meanings given to those words in the Planning Agreement.
- 1.3 Clauses 1.2, 46, 47, 48, 49 of the Planning Agreement apply as if they form part of this Deed with any necessary changes.

## **2 Status of this Deed**

- 2.1 This Deed is an amendment to the Planning Agreement within the meaning of s203(5) of the Regulation.
- 2.2 This Deed is not a planning agreement within the meaning of s7.4(1) of the Act.

## **3 Commencement**

- 3.1 This Deed takes effect on the date when all Parties have executed this Deed.
- 3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

## **4 Warranties**

- 4.1 The Parties warrant to each other that they:
  - 4.1.1 have full capacity to enter into this Deed, and
  - 4.1.2 are able to fully comply with their obligations under this Deed.

## **5 Amendment to Planning Agreement**

- 5.1 On and from the date this Deed takes effect the Planning Agreement is amended in accordance with the marking-up shown on the copy of the Planning Agreement contained in the Schedule.

## **6 Costs**

- 6.1 The Developer is to pay to the Council the Council's reasonable costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.

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**Second Deed of Variation to Sancrox Employment Land  
Environmental Lands and Services Planning Agreement  
Port Macquarie-Hastings Council  
Expressway Spares Pty Limited  
James John Dunn & Catherine Brigette Dunn**

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- 6.2 This clause continues to apply after expiration or termination of this Deed.

## **7 Explanatory Note**

- 7.1 The Appendix contains the Explanatory Note relating to this Deed required by s205 of the Regulation.
- 7.2 Pursuant to s205(5) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

**Second Deed of Variation to Sancrox Employment Land  
Environmental Lands and Services Planning Agreement  
Port Macquarie-Hastings Council  
Expressway Spares Pty Limited  
James John Dunn & Catherine Brigette Dunn**

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## **Schedule**

(Clause 5)

## **Amended Planning Agreement**

See the following pages.





## Deed

### Sancrox Employment Land Environmental Lands and Services Planning Agreement

Under ~~s93F~~s7.4 of the *Environmental Planning and Assessment Act 1979*

**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigette Dunn**

Date:

**lindsaytaylorlawyers**  
Level 7, 1 O'Connell Street, Sydney NSW 2000, Australia  
**T** 02 8235 9700 • **F** 02 8235 9799 • **W** [www.lindsaytaylorlawyers.com.au](http://www.lindsaytaylorlawyers.com.au) • **E** [mail@lindsaytaylorlawyers.com.au](mailto:mail@lindsaytaylorlawyers.com.au)  
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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****Sancrox Employment Land Environmental Lands and Services Planning Agreement****Table of Contents**

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**


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**Sancrox Employment Land Environmental Lands & Services Planning  
Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**


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**Sancrox Employment Land Environmental Lands & Services Planning Agreement**  
**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigette Dunn**

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

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**Sancrox Employment Land Environmental Lands and Services Planning Agreement****Summary Sheet****Council:****Name:** Port Macquarie-Hastings Council**Address:** Corner Lord and Burrawan Streets, Port Macquarie, New South Wales, 2444**Telephone:** (02) 6581 8111**Facsimile:** (02) 6581 8123**Email:** council@pmhc.nsw.gov.au**Representative:** ~~Tim Molloy~~ Duncan Coulton**Developer:****Name:** Expressway Spares Pty Limited**Address:** 7 Sancrox Road, Wauchope, New South Wales, 2446**Telephone:** 6585 1000**Facsimile:** 6585 1969**Email:** patrick@expressway.com.au**Representative:** Patrick Cassegrain**Name:** James John Dunn & Catherine Brigitte Dunn**Address:** 181 Sancrox Road, Wauchope, New South Wales, 2446**Telephone:** 6585 3993**Facsimile:** 6586 4494**Email:** casunn@bigpond.net.au**Representative:** Jim Dunn

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

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**Land:**See definition of *Land* in clause 1.1.**Development:**See definition of *Development* in clause 1.1.**Development Contributions:**

See Parts 2 – 6.

**Application of ~~s94, s94A~~s7.11, s7.12 and ~~s94E~~s7.24 of the Act:**

See clause 7.

**Security:**

See clause 35.

**Registration:**

See clause 39.

**Restriction on dealings:**

See clause 40.

**Dispute Resolution:**

See clauses 37 and 38.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

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**Sancrox Employment Land Environmental Lands and Services Planning Agreement**

Under ~~s93F~~s7.4 of the *Environmental Planning and Assessment Act 1979*

**Parties**

**Port Macquarie-Hastings Council** ABN 11 235 906 601 of Cnr. Lord and Burrawan Streets, Port Macquarie, New South Wales, 2444 (**Council**)

and

**Expressway Spares Pty Limited** ABN 55 000 483 107 of 7 Sancrox Road, Wauchope, New South Wales, 2446 (**Expressway Spares**)

and

**James John Dunn & Catherine Brigitte Dunn** of 181 Sancrox Road, Wauchope, New South Wales, 2446 (**Dunn**)

**Background**

- A Expressway Spares owns the Expressway Spares Land and Dunn owns the Dunn Land.
- B The Sancrox LEP has taken effect.
- C Development Consent has been granted to the carrying out of the Development.
- D Expressway Spares and Dunn are willing to make Development Contributions provided in accordance with this Deed in connection with the carrying out of the Development.

**Operative provisions****Part 1 - Preliminary****1 Definitions & Interpretation**

- 1.1 In this Deed the following definitions apply:

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

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

**Alternative Funding** means funding obtained by the Council for the ongoing management of Environmental Management Land and Offsite Offset Environmental Land dedicated to the Council under this Deed that does not rely on monetary Development Contributions obtained by the Council under Division ~~67.1~~ of Part ~~47~~ of the Act (including under this Deed).

**Alternative Offset Land** means land reasonably considered by the Council to be capable of substituting for the Offsite Offset Environmental Land Stage B and which is the subject of a notice to that effect given by the Council to the Developer under clause ~~17.8.149-8.4~~.

**Approved KPOM** means the document titled 'Koala Plan of Management Sancrox Employment Precinct, Pacific Highway, Sancrox' approved by the Council on 10 April 2013.

**Authority** means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

**Bank Guarantee** means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
  - (i) Australia and New Zealand Banking Group Limited,
  - (ii) Commonwealth Bank of Australia,
  - (iii) Macquarie Bank,
  - (iv) National Australia Bank Limited,
  - (iv) St George Bank Limited,
  - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

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

**Compliance Certificate** has the same meaning as in the Act.

**Construction Certificate** has the same meaning as in the Act.

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

**Deed** means this Deed and includes any schedules, annexures and appendices to this Agreement.

~~**Deed of Variation** means the deed of variation to this Deed entered into by the Parties on~~

**Defects Liability Period** means the period commencing on the date on which a Work is completed and ending 12 months after that date.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

**Deferred Area** means the area of land identified as such on Sheet 5 of the Map.

**Detailed Management Plan** means a document that makes provision for:

- (a) the establishment and maintenance of Environmental Management Land, Offsite Offset Environmental Land or the Dunn Residence Land, and
- (b) the staged dedication of the Environmental Management Land or the Offsite Offset Environmental Land as public reserve in conjunction with the carrying out of Development.

**Developer** means Expressway Spares and Dunn subject to clause 1.2. ~~45~~17.

**Development** means the development the subject of the Development Consent granted by the Council to DA 2012/305 on 10 April 2013 as modified, substituted or replaced from time to time.

**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, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards, the provision of public infrastructure or another public purpose.

**Dunn Land** means Lot 62 DP 754434, Lot 19 DP 1191370, Lot 1 DP 124543, Lot 1 DP 1131036 and Lot 1 DP 1144490.

**Dunn Residence Land** means the land marked 'A' and 'B' on Sheet 1 of the Map.

**Environmental Management Land** means:

- (a) in relation to the Expressway Spares Land, the land identified as F and G on Sheet 1 of the Map,
- (b) in relation to the Dunn Land, the land identified C, D and E on Sheet 1 of the Map,
- (c) in relation to the McMullen Land, the land identified as H on Sheet 1 of the Map,
- (d) the Visual Buffer Land,
- (e) any other part of the Land that the Parties agree is Environmental Management Land for the purposes of this Deed before such land is required to be dedicated to the Council under this Deed.

**Existing Easements** means easements that are registered on the title to the Offsite Offset Environmental Land Stage B at the time copies of certificates of title are provided to the Council under clause ~~17.349.3~~ that Council reasonably considers will have an unacceptable effect on the performance of the Offsite Offset Environmental Land as environmental offset land.

**Expressway Spares Land** means ~~Lot 4 DP 1241253, Lots 37 and 38 DP 1191701, and Lot 121 DP 1252569~~ Lot 20 DP 1191370, Lot 41 DP 1191701, and Lot 39 DP 1191701.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

**Establishment Obligation** means the establishment of the Environmental Management Land, Offsite Offset Environmental Land and Dunn Residence Land in accordance with:

- (a) the relevant requirements of any Development Consent relating to the Development, and
- (b) to the extent not inconsistent with such a Development Consent:
  - (i) any Detailed Management Plan approved by the Council, and
  - (ii) otherwise to the reasonable satisfaction of the Council.

**Establishment Period** means, except as otherwise expressly provided by this Deed, the period of not less than 12 months commencing when the Development is commenced (within the meaning of the Act) and ending when the Establishment Obligation is completed to the reasonable satisfaction of the Council.

**First Deed of Variation** means the deed of variation to this Deed entered into by the Parties on 16 January 2017.

**Highway Upgrade Dedication Land** has the same meaning as in the Sancrox Employment Land Road Construction Planning Agreement that was entered into between the Parties to this Deed on 15 April 2014.

**Initial Developer Sewerage Service Work** means Expressway Spares, being the person who commences<sup>sd</sup> any part of the Development at a time when the construction of the Sewerage Service Work has<sup>sd</sup> not been commenced.

**Initial Developer Water Supply Work** means Expressway Spares, being the person who commences<sup>sd</sup> any part of the Development at a time when the construction of the Water Supply Work has<sup>sd</sup> not been commenced.

**Just Terms Act** means the *Land Acquisition (Just Terms Compensation) Act 1991*.

**Land** means the Expressway Spares Land and the Dunn Land.

**Management Contribution** means a monetary Development Contribution per hectare of Net Developable Area indexed quarterly from 30 September 2010 in accordance with the *Consumer Price Index (All Groups - Sydney)* published by the Australian Bureau of Statistics calculated as follows:

$$DC \$ = \$640,408.00 / A$$

Where

**DC** = the monetary Development Contribution per hectare

**A** = the net area of Land in hectares zoned IN2 and IN1 under the Sancrox LEP after excluding Sancrox Road and the part of the Highway Upgrade Dedication Land and the Visual Buffer Land that is zoned either IN1 or IN2.

**Management Contribution Refund** means an amount calculated as follows:

$$\text{Refund \$} = F \times YE \times A / T$$

Where

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

**F** = the balance of all Management Contributions paid under this Deed and any similar planning agreement relating to the McMullen Land

**YE** = 20 – (the period of years between the date on which the Management Contribution is paid and the date any Alternative Funding takes effect expressed as a number to two decimal places)

**A** = the Net Developable Area in respect of which the Management Contribution is paid

**T** = the sum of the values of  $YE \times A$  under this Deed and any similar planning agreement relating to the McMullen Land

**Management Obligation** means the management of the Environmental Management Land, Offsite Offset Environmental Land or Dunn Residence Land in accordance with:

- (a) the relevant requirements of any Development Consent relating to the Development, and
- (b) to the extent not inconsistent with such a Development Consent:
  - (i) any Detailed Management Plan approved by the Council, and
  - (ii) otherwise to the satisfaction of the Council.

**Management Period** means the period of three years commencing at the end of the Establishment Period for the Environmental Management Land or such other period or periods as the Parties agree.

**Management Period Stage A** means the period of three years commencing at the end of the Establishment Period for the Offsite Offset Environmental Land Stage A or such other period or periods as the Parties agree.

**Management Period Stage B** means the period commencing at the end of the Establishment Period for the Offsite Offset Environmental Land Stage B and ending on the later to occur of the following:

- (a) three years, or
- (b) when Lots 67-71 DP 805548, being the Offsite Offset Environmental Land Stage B is dedicated to the Council free of such encumbrances as are specified by the Council in a notice given to the Developer,
- (c) when Alternative Offset Land is dedicated to the Council.

**Management Work** means the Work required as part of the Management Obligation.

**Map** means the map comprising Sheets 1 - 5 in the Schedule.

**McMullen Land** means Lot 1 DP 555095.

**Net Developable Area** means the area of a Party's land remaining after excluding any part of that land:

- (a) on which business or industrial development is not permissible under the Sancrox LEP (including the Dunn Residence Land),

**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

- (b) that is, or will be, required to be dedicated to the Council for the purposes of a local park or drainage reserve, and
- (c) that the Council agrees to exclude at the request of the Party.

**Offsite Offset Environmental Land** means:

- (a) the Offsite Offset Environmental Land Stage A, and
- (b) Offsite Offset Environmental Land Stage B or, if Council accepts Alternative Offset Land in accordance with clause 17.819-8, the land as amended to include that Alternative Offset Land.

**Offsite Offset Environmental Land Stage A** means the part of the land identified as 'Offsite Offset Environmental Lands' that is marked as 'Stage A (11.9Ha)' on Sheet 2 of the Map.

**Offsite Offset Environmental Land Stage B** means the part of the land identified as 'Offsite Offset Environmental Lands' that is marked as 'Stage B (2.47Ha)' on Sheet 2 of the Map.

**Part 4A6 Certificate** has the same meaning as in the Act.

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

**Payment Trigger Date** means the commencement of the Second Deed of Variation. The payment of a lump sum, within a reasonable timeframe, no later than 30 days after the Second Deed of Variation has been entered into by the Parties.

**Rectification Notice** means a notice issued in the Defects Liability Period that identifies a defect in a Work and requires rectification of the defect during the Defects Liability Period or during such later period specified in the notice as is reasonable in the circumstances.

**Regulation** means the *Environmental Planning and Assessment Regulation 2000* 21.

**Sancrox Employment Zone Land** means the Dunn Land, the Expressway Spares Land and the McMullen Land.

**Sancrox LEP** means *Port Macquarie-Hastings Local Environmental Plan 2011 (Amendment No.3)* which took effect on 26 August 2011.

**Second Deed of Variation** means the document titled '*Second Deed of Variation Sancrox Employment Land Environmental Lands and Services Planning Agreement*' entered into by the Parties to vary this Deed.

**Security** means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council.

**Sewerage Service Work** means the following Work to a specification approved by the Council:

- (a) a sewer pump station at the location specified on Sheet 4 of the Map or such other location as is agreed between the Council and the Developer,
- (b) a rising main at the location specified on Sheet 4 of the Map connected to the sewer pump station referred to in paragraph (a), and

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- (c) a gravity sewer main at the location specified on Sheet 4 of the Map connected to the rising main referred to in paragraph (b) of this definition and the existing sewer main in Thrumster Street.

**~~Sewerage Services Contribution means:~~**

~~(a) in relation to the Dunn Land, a monetary Development Contribution of 44.22%, and~~

~~(b) in relation to the Expressway Spares Land, a monetary Development Contribution of 21.56%,~~

~~towards the cost of the construction of the Sewerage Service Work determined by Council and indexed from the date of the determination to the date of payment in accordance with the Consumer Price Index (All Groups – Sydney) published by the Australian Bureau of Statistics.~~

**Sewerage Services Contribution Reduction means:**

~~(a) the cost of the construction of the sewer pump station referred to in paragraph (a) of the definition of Sewerage Service Work, being \$1,317,976.65 (as of 28 September 2022), determined by Council and indexed from the date of the determination to the date of payment in accordance with the Consumer Price Index (All Groups – Sydney) published by the Australian Bureau of Statistics, and~~

~~(b) the component of any Sewerage Services Contribution paid to the Council after the Sewerage Service Work is completed relating to the Work referred to in paragraphs (b) and (c) of the definition of Sewerage Service Work.~~

**Sewerage Services DSP Contribution** means a payment towards the cost of the Sewerage Service Work made to the Council in respect of the Land under s306(2) of the *Water Management Act 2000*.

**Stage** means a stage in the Development approved by the Development Consent for the Development, or any part of Development that the Parties agree is a stage for the purposes of this Deed.

**Subdivision** has the same meaning as *subdivision of land* in the Act.

**Subdivision Certificate** has the same meaning as in the Act.

**Subdivision Work** has the same meaning as in the Act.

**Visual Buffer Land** means land forming part of the Land having a width of 10 metres adjacent to the Highway Upgrade Dedication Land, or such other land as is agreed to between the Parties.

**~~Water Supply Contribution means:~~**

~~(a) in relation to the Dunn Land, a monetary Development Contribution of:~~

~~(i) 61.91% of the cost of the construction of the Work referred to in paragraph (a) of the definition of Water Supply Work if that Work is undertaken by the Initial Developer Water Supply Work or,~~

~~(ii) 45.86% of the cost of the 300mm diameter watermain and 61.91% of the cost of the 250mm diameter watermain referred to in paragraph (b) of the definition of Water Supply Work,~~



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~~(b) in relation to the Expressway Spares Land a monetary Development Contribution of:~~

- ~~(i) 30.19% of the cost of the construction of the Work referred to in paragraph (a) of the definition of Water Supply Work if that Work is undertaken by the Initial Developer Water Supply Work or,~~
- ~~(ii) 22.36% of the cost of the 300mm diameter watermain and 30.19% of the cost of the 250mm diameter watermain referred to in paragraph (b) of the definition of Water Supply Work,~~

~~being the cost determined by the Council and indexed from the date of that determination to the date of payment in accordance with the Consumer Price Index (All Groups – Sydney) published by the Australian Bureau of Statistics.~~

**Water Supply Contribution Reduction** means the cost of the construction of the Water Supply Work ~~determined by the Council being \$540,723.86 (as of 28 September 2022), and~~ indexed from the date of the determination to the date of payment in accordance with the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

**Water Supply DSP Contribution** means a payment towards the cost of the Water Supply Work made to the Council in respect of the Land under s306(2) of the *Water Management Act 2000*.

**Water Supply Work** means:

~~(a) if the Council determines that a watermain connection is available in or near Thrumster Street, a 250mm diameter main from that connection to Sancrox Road, or~~

~~(b) if the Council determines that such a connection is not available, a 300mm diameter watermain connecting to Council's 300mm diameter watermain near the Oxley Highway to the prolongation of Thrumster St and then a 250mm diameter watermain from that point to Sancrox Road at Sancrox and generally in the location shown on Sheet 4 of the Map,~~

~~being a water main connecting to the Council's existing water supply network.~~

(a) part of the 300mm watermain component of a 600mm/450mm/300mm watermain constructed between John Oxley Drive and the Pacific Highway near Partridge Creek,

(b) the 300mm watermain along the eastern side of the Pacific Highway between Partridge Creek and the future alignment of Thrumster Street constructed by Lend Lease in conjunction with the duplication of the Pacific Highway, and

(c) the 300mm watermain along the eastern side of Wambuyn Drive between the future alignment of Thrumster Street and Fernbank Creek Road including connections to road crossings constructed as part of the Sancrox Road Interchange.

**Work** means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer under this Deed.

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
- 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Deed to any agreement, deed or document is a reference to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference in this Deed to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 1.2.9 A reference in this Deed to a notice given by one party to another party is a reference to a notice in writing.
- 1.2.10 A reference in this Deed to the dedication of land to the Council is a reference to the dedication of the land free of cost to the Council.
- 1.2.11 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.12 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.13 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.14 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.15 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.16 A reference to a party to this Deed includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- 1.2.17 A reference to the Developer imposes a joint and several obligation on the Parties comprising the Developer unless the obligation is only

**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

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reasonably capable of being performed by one of them in the particular circumstances.

1.2.18 Any schedules, appendices and attachments form part of this Deed.

1.2.19 Notes appearing in this Deed are operative provisions of this Deed.

**2 Application of this Deed**

2.1 This Agreement applies to the Land and to the Development.

**3 Commencement of this Deed**

3.1 This Agreement commences when it has been executed by all of the Parties.

3.2 The Party who executes this Deed last is to give notice to the other Parties once it has done so and promptly provide them with a copy of the fully executed version of this Deed.

**4 Operation & effect of this Deed**

4.1 Except as regards clause ~~1749~~ of this Deed, the Developer is under no obligation to make the Development Contributions to the Council in accordance with this Deed unless and until Development Consent is granted to the Development or any part of it subject to a condition requiring the Development Contributions to be made in accordance with this Deed.

**5 Further agreements relating to this Deed**

5.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

**6 Surrender of right of appeal, etc.**

6.1 The Developer is not to commence or maintain, or cause to be commenced or maintained, any proceedings in the Land and Environment Court concerning:

6.1.1 this Deed, or

6.1.2 the Sancrox LEP, a Development Consent relating to the Development or an approval under ~~s96s~~s4.55 of the Act to modify a Development Consent relating to the Development to the extent that the Sancrox LEP was made or the Development Consent was granted or the modification was approved having regard to the existence of this Deed.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigette Dunn****7 Application of ~~s94, s94A and s94EF~~ of ~~s7.11, s7.12 and Division 7.1, Subdivision 4~~ of the Act to the Development**

- 7.1 This Agreement does not exclude the application of ~~s94~~s7.11 of the Act to the Development.
- 7.2 This Agreement excludes the application of ~~s94A~~s7.12 of the Act to Subdivision Work but not other Development.
- 7.3 This Agreement does not exclude the application of ~~s94EF~~ of Division 7.1, Subdivision 4 of the Act to the Development.

**Part 2 – Provisions relating to Water Supply****~~8 Payment of Water Supply Contribution~~**

- ~~8.1 This clause applies if the Developer is not the Initial Developer Water Supply Work.~~
- ~~8.2 The Developer is to pay the Water Supply Contribution to the Council before a Subdivision Certificate is issued in relation to any part of the Land.~~
- ~~8.3 The payment required by clause 8.2 is in addition to any other Development Contribution that the Developer is required to make under this Deed or otherwise in relation to the Development.~~
- ~~8.4 The Council is to pay to the Developer any Water Supply DSP Contributions it receives in relation to the Land but not so as to exceed the Developer's Water Supply Contribution.~~

**98 Construction of Water Supply Work**

- ~~9.1 This clause applies if the Developer is the Initial Developer Water Supply Work.~~
- ~~9.2 The Developer acknowledges that the Development cannot be carried out unless the Water Supply Work is available to serve the Development or arrangements satisfactory to the Council exist relating to the provision of the Water Supply Work to serve the Development.~~
- ~~9.3 The Developer is to construct the Water Supply Work to the reasonable satisfaction of the Council.~~
- ~~9.4 The Developer is not to apply for, or cause, suffer or permit an application to be made for, or procure the issuing of, a Subdivision Certificate or a Construction Certificate relating to the Development unless it has complied with its obligation under clause 9.3 or otherwise obtained the approval of the Council in writing to the application.~~

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**~~9.5 Clause 9.4 does not apply to:~~~~9.5.1 a Construction Certificate:~~~~(a) for Subdivision Work, or~~~~(b) that does not relate to the erection of a building or the construction of the Water Supply Work,~~~~9.5.2 a Subdivision Certificate relating to:~~~~(a) the dedication or transfer of any part of the Land to facilitate the construction of the Water Supply Work,~~~~(b) a boundary adjustment on any part of the Land relating to the construction of the Water Supply Work or the dedication or transfer of any land to facilitate the construction Water Supply Work,~~~~(c) a subdivision to facilitate the sale of any part of the Land.~~~~9.6 Once the Developer has complied with its obligation under clause 9.3, the Council is to pay to the Developer:~~~~9.6.1 any Water Supply Contribution it then holds or later receives,~~~~9.6.2 any Water Supply DSP Contribution it receives, and~~~~9.6.3 any other monetary Development Contributions paid to the Council after the Water Supply Work has been completed in relation to land other than the Land that benefits from the Water Supply Work and which the Council considers, acting reasonably, should be paid to the Developer,~~~~but only to the extent to which such payments do not exceed the Water Supply Contribution Reduction.~~~~8.1 Expressway Spares as the Initial Developer Water Supply Work has constructed and completed the Water Supply Work to the reasonable satisfaction of the Council.~~~~9.78.2 Within a reasonable time, not exceeding 30 days of the Payment Trigger Date, the Council is to pay Expressway Spares the Water Supply Contribution Reduction.~~**Part 3 – Provisions relating to Sewerage Services****~~10 Payment of Sewerage Services Contribution~~**~~10.1 This clause applies if the Developer is not the Initial Developer Sewerage Service Work.~~~~10.2 The Developer is to pay the Sewerage Services Contribution to the Council before a Subdivision Certificate is issued in relation to any part of the Land.~~HAS\_HAS22032\_032HAS\_HAS01410\_072



**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

~~10.3 The payment required by clause 10.2 is in addition to any other Development Contribution that the Developer is required to make under this Deed or otherwise in relation to the Development.~~

~~10.4 The Council is to pay to the Developer any Sewerage Services DSP Contribution it receives in relation to the Land but not so as to exceed the portion of the Developer's Sewerage Services Contribution relating to the sewer pump station referred to in paragraph (a) of the definition of Sewerage Service Work.~~

**11.9 Construction of Sewerage Services Work**

~~11.1 This clause applies if the Developer is the Initial Developer Sewerage Service Work.~~

~~11.2 The Developer acknowledges that the Development cannot be carried out unless the Sewerage Service Work is available to serve the Development or arrangements satisfactory to the Council exist relating to the provision of the Sewerage Service Work to serve the Development.~~

~~11.3 The Developer is to construct the Sewerage Service Work to the reasonable satisfaction of the Council.~~

~~11.4 The Developer is not to apply for, or cause, suffer or permit an application to be made for, or procure the issuing of, a Subdivision Certificate or a Construction Certificate relating to the Development unless it has complied with its obligation under clause 11.3.~~

~~11.5 Clause 11.4 does not apply to:~~

~~11.5.1 a Construction Certificate for:~~

~~(a) Subdivision Work, or~~

~~(b) that does not relate to the erection of a building or the construction of the Sewerage Service Work,~~

~~11.5.2 a Subdivision Certificate relating to:~~

~~(a) the dedication or transfer of any part of the Land to facilitate the construction of the Sewerage Service Work,~~

~~(b) a boundary adjustment on any part of the Land relating to the construction of the Sewerage Service Work or the dedication or transfer of any land to facilitate the construction Sewerage Service Work,~~

~~(c) a subdivision to facilitate the sale of any part of the Land.~~

~~11.6 Once the Developer has complied with its obligation under clause 11.3, the Council is to pay to the Developer:~~

~~11.6.1 any Sewerage Services Contribution it then holds or later receives, and~~

~~11.6.2 any Sewerage Services DSP Contribution it receives,~~

~~11.6.3 any other monetary Development Contributions paid to the Council after the Sewerage Services Work has been completed in relation to~~

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

~~land other than the Land that benefits from the Sewerage Service Work and which the Council considers, acting reasonably, should be paid to the Developer,~~

~~but only to the extent to which such payments do not exceed the Sewerage Services Contribution Reduction.~~

~~9.1 Expressway Spares as the Initial Developer Sewerage Service Work has constructed and completed the Sewerage Service Work to the reasonable satisfaction of the Council.~~

~~9.2 Within a reasonable timeframe, not exceeding 30 days after the Payment Trigger Date, the Council is to pay Expressway Spares the Sewer Services Contribution Reduction.~~

**Part 4 – Provisions relating to Environmental Lands****~~12~~10 Zoning of Visual Buffer Land**

~~12.10.1~~ The Developer is not to make or procure the making of any objection in relation to the making of a local environmental plan within the meaning of the Act that operates to rezone all or part of the Visual Buffer Land to Zone E3 within the meaning of the standard instrument in ~~clause 33A~~ section 3.20 of the Act.

**~~13~~11 Approval of Detailed Management Plan**

~~13.11.1~~ The Developer is to ensure that a Development Application that seeks Development Consent for the establishment and maintenance of Environmental Management Land is accompanied by a Detailed Management Plan in respect of that land.

~~13.2.11.2~~ The Developer is not to establish or maintain Environmental Management Land except in accordance with:

~~13.2.11.2.1~~ a Detailed Management Plan that has been approved by the Council in respect of that land, and

~~13.2.211.2.2~~ the terms of any approval granted by the Council as modified from time to time.

**~~14~~12 Establishment & Management of Environmental Management Land**

~~14.12.1~~ The Developer, at its own cost, is to perform:

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~~14.1.1~~~~12.1.1~~ the Establishment Obligation during the Establishment Period; and

~~14.1.2~~~~12.1.2~~ the Management Obligation during the Management Period.

~~14.2~~~~12.2~~ The Developer is to perform its obligations under clause ~~12.1~~~~14.4~~ in accordance with:

~~14.2.1~~~~12.2.1~~ this Deed, and

~~14.2.2~~~~12.2.2~~ any further agreement that is entered into by the Developer and the Council under clause 5, and

~~14.2.3~~~~12.2.3~~ any requirements and directions notified in writing by the Council to the Developer at any time before the Environmental Management Land Management Work is taken to have been completed that are not inconsistent with:

- (a) this Deed, or
- (b) any agreement referred to in clause ~~12.2~~~~14.2.2~~, or
- (c) any Development Consent relating to the Development.

~~14.3~~~~12.3~~ The Establishment Obligation and the Management Obligation in respect of land of or dedicated by that Developer are not to be varied by that Developer, unless:

~~14.3.1~~~~12.3.1~~ that Developer and the Council agree in writing to the variation, and

~~14.3.2~~~~12.3.2~~ any consent or approval required under the Act or any other law to the variation is first obtained.

~~14.4~~~~12.4~~ Clauses ~~28~~~~30~~ and ~~29~~~~31~~ applies to completion of the Establishment Obligation and the Management Obligation subject to the following:

~~14.4.1~~~~12.4.1~~ the Defects Liability Period referred to in clause ~~29~~~~31~~ means the period commencing on the date on which the Work is taken to have been completed under this Deed and ending 14 days after that date.

~~14.4.2~~~~12.4.2~~ the Council does not accept responsibility for the Work comprising the Establishment Obligation until the land is dedicated to the Council in accordance with this Deed.

**~~15~~~~13~~ Failure to Perform Establishment or Management Obligation**

~~15.1~~~~13.1~~ If the Council considers that the Developer is in breach of the Establishment Obligation or the Management Obligation relating to land of or dedicated by that Developer, the Council may give that Developer a notice requiring the breach to be rectified to the satisfaction of the Council.

~~15.2~~~~13.2~~ A notice given under clause ~~13.1~~~~15.4~~ is to allow the Developer a period of not less than 28 days or such other period as the Council considers appropriate in the circumstances of the case to rectify the breach.

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~~45.3~~13.3 The Developer is to comply with a notice under clause ~~13.1~~45.4 strictly according to its terms.

**~~16~~14 Inspection of the Environmental Management Land**

~~46.1~~14.1 Before Environmental Management Land is dedicated to the Council in accordance with this Deed, the Developer is to permit the Council, its officers, employees, agents and contractors to enter that land at any time, upon giving reasonable prior notice, to inspect, examine or test that land.

~~46.2~~14.2 After Environmental Management Land is dedicated to the Council in accordance with this Deed, the Developer is to permit the Council, its officers, employees, agents and contractors to pass through land owned, occupied or otherwise controlled by the Developer to enable the Council to obtain access to the Environmental Management Land.

~~46.3~~14.3 This clause does not derogate from any other rights the Council has under this Deed to enter Environmental Management Land.

**~~17~~15 Dedication of Environmental Management Land**

~~47.1~~15.1 The Developer is to dedicate the Environmental Management Land to the Council at the following times:

~~47.1.1~~15.1.1 if the Development in a Stage relating to any Environmental Management Land involves Subdivision – upon registration of the first plan of subdivision relating to that Stage or at such other time as that Developer and the Council agree, or,

~~47.1.2~~15.1.2 if the Development in a Stage relating to any Environmental Management Land does not involve Subdivision - before the first Part ~~4A~~6 Certificate is issued relating to that Stage or at such other time as that Developer and the Council agree.

**~~18~~16 Management Contribution**

~~48.1~~16.1 The Developer is to pay the Management Contribution to the Council on a Stage by Stage basis:

~~48.1.1~~16.1.1 based on the Net Developable Area of the part of the Land within the Stage, and

~~48.1.2~~16.1.2 before a Subdivision Certificate is issued in relation to the Stage, or at such other time as the Parties agree.

~~48.2~~16.2 The Management Contribution and any interest earned on its investment is to be held and applied by the Council for a period of 17 years on and from the expiration of the Management Period towards the ongoing environmental management of the Environmental Management Land and the Offsite Offset Environmental Land but only where that land has been dedicated to the Council.

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- ~~18.3~~16.3 The Council is to use its reasonable endeavours to obtain Alternative Funding as soon as reasonably practicable after this Deed is entered into.
- ~~18.4~~16.4 The Developer is not to raise any requisition or objection in respect of anything done by the Council under clause ~~16.3~~16.3.
- ~~18.5~~16.5 If, at any time after the date of this Deed, the Council obtains Alternative Funding, the Council is to send a notice to each Developer:
- ~~18.5.1~~16.5.1 informing the Developer that the Council has obtained the Alternative Funding, and
- ~~18.5.2~~16.5.2 specifying the amount of the Management Contribution Refund that may be claimed by the Developer, and
- ~~18.5.3~~16.5.3 in the case where the Developer has not yet paid the Management Contribution - informing the Developer that the amount of that contribution payable to the Council is to be reduced by the amount specified in clause ~~16.5.2~~16.5.2, and
- ~~18.5.4~~16.5.4 in the case where the Developer has paid the Management Contribution - informing the Developer that the amount specified in clause ~~16.5.2~~16.5.2 will be paid by the Council to the Developer if the Council receives within 28 days of the date on the Council's notice a notice from the Developer claiming the Management Contribution Refund.
- ~~18.6~~16.6 If a notice under clause ~~16.5~~16.5 is given to the Developer in a case:
- ~~18.6.1~~16.6.1 where the Developer has not yet paid the Management Contribution, that contribution is taken for the purposes of this Deed to have been reduced by the amount specified in clause ~~16.5.2~~16.5.2, and
- ~~18.6.2~~16.6.2 where the Developer has paid the Management Contribution, the Council is to pay the Management Contribution Refund to the Developer if it receives the notice from the Developer referred to in clause ~~16.5.4~~16.5.4.
- ~~18.7~~16.7 The Management Contribution payable by the Developer may be reduced by agreement in writing between the Developer and the Council but only if the agreement also provides for an extended Management Period.

**Part 5 – Provisions Relating to Offsite Offset Environmental Land****~~19~~17 Establishment, rehabilitation, dedication and management of Offsite Offset Environmental Land**

- ~~19.1~~17.1 Clauses ~~1143 - 1446~~ of this Deed apply to the Offsite Offset Environmental Land in the same way that they apply to the Environmental Management Land with the following modifications:

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~~49.1.1~~~~17.1.1~~ a reference to a Detailed Management Plan is a reference to a plan that contains provisions relating to the establishment, rehabilitation and maintenance of Offsite Offset Environmental Land including provision for the staged dedication of the Offsite Offset Environmental Land as a public reserve;

~~49.1.2~~~~17.1.2~~ a reference to the Establishment Period is a reference to the period commencing on the date of the First Deed of Variation,

~~49.1.3~~~~17.1.3~~ a reference to the Management Period is:

- (a) a reference to the Management Period Stage A in respect of Offsite Offset Environmental Land Stage A, and
- (b) a reference to Management Period Stage B in respect of Offsite Offset Environmental Land Stage B.

~~49.2~~~~17.2~~ Clause ~~15~~~~47~~ of this Deed applies to the Offsite Offset Environmental Land Stage A in the same way that it applies to the Environmental Management Land.

~~49.3~~~~17.3~~ Expressway Spares is to provide Council with copies of the certificates of title for the Offsite Offset Environmental Land Stage B within 90 days of the date of the First Deed of Variation.

~~49.4~~~~17.4~~ Within 14 days of the provision of the certificates of title under clause ~~17.3~~~~49.3~~, the Council must notify Expressway Spares of the Existing Easements.

~~49.5~~~~17.5~~ Expressway Spares is to use reasonable endeavours to extinguish the Existing Easements notified to it under clause ~~17.4~~~~49.4~~.

~~49.6~~~~17.6~~ Expressway Spares is to dedicate the Offsite Offset Environmental Land Stage B to the Council promptly after the Existing Easements notified to it under clause ~~17.4~~~~49.4~~ have been extinguished.

~~49.7~~~~17.7~~ If Expressway Spares, having used all reasonable endeavours, is unable to extinguish the Existing Easements, then Expressway Spares must notify the Council and offer to Council proposed Alternative Offset Land.

~~49.8~~~~17.8~~ Council must notify Expressway Spares in writing whether Council:

- ~~49.8.1~~~~17.8.1~~ accepts the proposed Alternative Offset Land, or
- ~~49.8.2~~~~17.8.2~~ rejects the proposed Alternative Offset Land, in which case further proposed Alternative Offset Land must be offered to the Council.

~~49.9~~~~17.9~~ The Developer is not to do any of the following in the Deferred Area during the Management Period Stage B other than in accordance with the Approved KPoM:

- ~~49.9.1~~~~17.9.1~~ make an application to the Council to carry out any development, or carry out any development, or
- ~~49.9.2~~~~17.9.2~~ make an application to the Council or any other Authority to clear vegetation, or clear vegetation.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****189A Acquisition of Offsite Offset Environmental Land Stage A**

189A.1 The Council may compulsorily acquire the Offsite Offset Environmental Land Stage A for environmental protection purposes pursuant to s186 of the *Local Government Act 1993* and the Just Terms Act if it considers it reasonable to do so in the public interest.

189A.2 Clause 189A.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.

189A.3 If, as a result of the acquisition referred to in clause 189A.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council.

189A.4 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the Environmental Dedication Land except if, and to the extent that, the Claim arises because of the Council's negligence or default.

189A.5 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 189A, including without limitation:

189A.5.1 signing any documents or forms,

189A.5.2 giving land owner's consent for lodgement of any Development Application,

189A.5.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and

189A.5.4 paying the Council's costs arising under this clause 189A.

**2018 Making of Development Applications**

~~20.118.1~~ The Developer is not to make, or cause or permit to be made, or to give its consent as owner to the making of, an application for a Subdivision Certificate relating to the part of the Development on the Expressway Spares Land unless the Offsite Offset Environmental Land Stage A has been acquired by the Council.

~~20.218.2~~ Clause ~~18.120.1~~ does not apply if the Council and the Developer agree in writing to the contrary.

**Part 6 – Provisions Relating to Dunn Residence Land**

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****2119 Establishment and management of Dunn Residence Land**

21.1.19.1 Clauses ~~1143-1446~~ of this Deed apply to the Dunn Residence Land in the same way that they apply to the Environmental Management Land with the following modifications:

21.1.19.1.1 a reference to a Detailed Management Plan is a reference to a plan that contains provisions relating to the establishment and perpetual maintenance of the Dunn Residence Land.

21.1.219.1.2 a reference to the Establishment Period is a reference to the Establishment Period applicable to the Environmental Management Land marked 'C' on Sheet 1 of the Map.

21.1.319.1.3 a reference to the Management Period is a reference to the period commencing immediately at the end of the Establishment Period and ending as specified in the Detailed Management Plan.

21.219.2 The Developer is not to make, or cause or permit to be made, or to give its consent as owner to the making of, an application under the Act relating to the Development of the Dunn Land or the issuing of a Subdivision Certificate to separate the Dunn Residence Land from the Dunn Land unless the Detailed Management Plan for the Dunn Residence Land has been approved by the Council.

**2220 Annual Report**

22.120.1 The Party who is the owner of the Dunn Residence Land must submit an annual report by 28 July in each year that demonstrates that maintenance requirements required to be carried out in relation to that land during the Management Period have been met during the 12 month period prior to 1 July in the same year.

**Part 7 – General Provisions Relating to Development Contributions****2321 Procedures relating to payment of monetary Development Contributions**

23.121.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

23.221.2 The Developer is to give the Council not less than 2 business days notice of its intention to pay a monetary Development Contribution.

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23.321.3 The Developer is not required to pay a monetary Development Contribution under this Deed unless the Council, after having received the Developer's notice under clause 21.223.2, has given to the Developer a tax invoice for the amount of the Development Contribution.

23.421.4 The Developer is not in breach of this Deed if it fails to pay a monetary Development Contribution at the time required by this Deed by reason only of the Council's failure to give to the Developer a tax invoice in relation to the amount proposed to be paid by it.

**24.22 Procedures relating to the dedication of land**

24.122.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:

24.1.122.1.1 a deposited plan is registered in the register of plans maintained by the Registrar-General, that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* or creates a public reserve or drainage reserve under the *Local Government Act 1993*, or

24.1.222.1.2 the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the land to the Council when registered.

24.222.2 For the purposes of clause 22.1.224.1.2:

24.2.122.2.1 the Developer is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the land to be dedicated, and

24.2.222.2.2 the Council is to execute the instrument of transfer and return it to Developer within 7 days of receiving it from the Developer,

24.2.322.2.3 the Developer is to lodge the instrument of transfer for registration with the Registrar-General, within 7 days of receiving it from the Council duly executed,

24.2.422.2.4 the Developer and the Council are to do all things reasonably necessary to enable registration of the instrument of transfer to occur.

24.322.3 If this Deed requires the Developer to dedicate land to the Council on which the Developer is also required to carry out a Work under this Deed, the Developer is to dedicate the land not later than 7 days after the Work is completed.

**25.23 Carrying out of Work**

25.123.1 Except as otherwise specifically provided by this Deed, any Work that is required to be carried out by the Developer under this Deed is to be carried out in accordance with:

25.1.123.1.1 any relevant Development Consent,

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~~25.1.223.1.2~~ any relevant policies and specifications of the Council existing at the time such a consent is granted,

~~25.1.323.1.3~~ any other applicable law, and

~~25.1.423.1.4~~ otherwise to the reasonable satisfaction of the Council.

~~25.223.2~~ If the Developer is reasonably required by the Council to prepare or modify a design or specification relating to a Work for approval by the Council under this Deed, the Developer is to bear all costs relating to the preparation or modification and approval of the design and specification.

**~~26.2~~ Access to the Land**

~~26.124.1~~ The Developer is to permit the Council, its officers, employees, agents and contractors to enter any of its land or any other land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach of the Developer relating to the carrying out of a Work.

~~26.224.2~~ The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry out any Work under this Deed that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Deed.

**~~27.2~~ Protection of people and property**

~~27.125.1~~ The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:

~~27.1.125.1.1~~ all necessary measures are taken to protect people and property,

~~27.1.225.1.2~~ unnecessary interference with the passage of people and vehicles is avoided, and

~~27.1.325.1.3~~ nuisances and unreasonable noise and disturbances are prevented.

**~~28.2~~ Damage and repairs to Work**

~~28.126.1~~ The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to a Work from any cause other than a negligent act or omission of the Council that occurs prior to the date on which the Work is completed under this Deed.

**~~29.2~~ Variation of Work**

~~29.127.1~~ A Work is not to be varied by the Developer, unless:

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~~29.1.1~~~~27.1.1~~ the Developer and the Council agree in writing to the variation, and

~~29.1.2~~~~27.1.2~~ any consent or approval that is required to the variation under the Act or any other law is first obtained, and

~~29.1.3~~~~27.1.3~~ the Developer bears all of the Council's costs of and incidental to the variation.

~~29.2~~~~27.2~~ For the purposes of clause ~~27.1~~~~29.4~~ a variation may relate to any matter in relation to the Work that is dealt with by this Deed.

**~~30~~28 Completion of Work**

~~30.1~~~~28.1~~ Work is completed for the purposes of this Deed if the Council, acting reasonably, gives a certificate to the Developer to that effect or the Developer gives the Council a Compliance Certificate to that effect.

**~~31~~29 Rectification of defects**

~~31.1~~~~29.1~~ During the Defects Liability Period, the Council may give the Developer a Rectification Notice.

~~31.2~~~~29.2~~ Subject to the resolution of a dispute in accordance with this Deed, the Developer is to comply with a Rectification Notice at its own cost and to the reasonable satisfaction of the Council.

**~~32~~30 Works-As-Executed-Plan**

~~32.1~~~~30.1~~ No later than 60 days after a Work is taken to have been completed in accordance with this Deed, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.

**Part 8 – Other Provisions****~~33~~31 Indemnity and Insurance**

~~33.1~~~~31.1~~ The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with a negligent act or omission of the Developer in carrying out any Work and the performance of any other obligation under this Deed.

~~33.2~~~~31.2~~ The Developer is to take out and keep current, or is to ensure that its contractors take out and keep current, to the satisfaction of the Council the

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following insurances in relation to Work required to be carried out by the Developer under this Deed up until the Work is taken to have been completed in accordance with this Deed:

33.2.431.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,

33.2.231.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,

33.2.331.2.3 workers compensation insurance as required by law, and

33.2.431.2.4 any other insurance required by law.

33.331.3 If the Developer fails to comply with clause 31.233.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due by the Developer to the Council.

33.431.4 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 31.233.2.

**34.32 Failure to carry out Work**

34.432.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed relating to a Work, including compliance with a Rectification Notice, the Council may give the Developer a notice requiring the breach to be rectified to the Council's reasonable satisfaction.

34.232.2 The dispute resolution provisions of this Deed do not apply to the giving of a notice under clause 32.134.4.

34.332.3 A notice given under clause 32.134.4 is to allow the Developer a period of not less than 28 days to rectify the breach or such further period as the Council considers reasonable in the circumstances.

34.432.4 A notice under clause 32.134.4 satisfies the requirement for a notice in clause 32.834.8 if it also complies with the requirements of that clause.

34.532.5 The Council may carry out and complete the Work the subject of a notice under clause 32.134.4 if the Developer fails to comply with the notice to the Council's reasonable satisfaction.

34.632.6 The Developer is to do all things reasonably necessary to enable the Council to exercise its rights under clause 32.534.5.

34.732.7 If the Council incurs a cost in carrying out, completing or rectifying a defect in a Work resulting from non-compliance by the Developer with this Deed that is not met by calling-up the Security, the Council may recover the cost from the Developer in a court of competent jurisdiction.

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- ~~34.8.32.8~~ For the purpose of clause ~~32.7~~~~34.7~~, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:
- ~~34.8.132.8.1~~ the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
  - ~~34.8.232.8.2~~ all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
  - ~~34.8.332.8.3~~ all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Deed.

**35.33 Security for performance**

- ~~35.433.1~~ In this clause ~~33.5~~, a reference to Work is a reference to:
- ~~35.1.133.1.1~~ the Management Obligation in relation to the Environmental Management Land,
  - ~~35.1.233.1.2~~ the Establishment Obligation in relation to the Offsite Offset Environmental Land,
  - ~~35.1.333.1.3~~ the Management Obligation in relation to the Offsite Offset Environmental Land,
  - ~~35.1.433.1.4~~ the completion of the Water Supply Work, and
  - ~~35.1.533.1.5~~ the completion of the sewer pump station and rising main referred to in paragraph (a) and (b), respectively, of the definition of *Sewerage Service Work*.
- ~~35.233.2~~ The Developer is not to carry out Work unless, prior to the commencement of the Work, the Developer provides the Council with Security for the Work in an amount agreed to by the Council.
- ~~35.333.3~~ For the purposes of clause ~~33.2~~~~35.2~~, the Parties are to have regard to any policy or practice of the Council, current at the time the Security is provided, relating to the provision of security to the Council for the construction of public infrastructure by developers.
- ~~35.433.4~~ The Council is to release and return the Security or any unused part of it to the Developer within 14 days of compliance by the Developer with its Development Contribution obligations under this Deed to the reasonable satisfaction of the Council.
- ~~35.533.5~~ The Developer may at any time provide the Council with a replacement Security.
- ~~35.633.6~~ On receipt of a replacement Security, the Council is to release and return to the Developer, as directed, the Security it holds that has been replaced.
- ~~35.733.7~~ The Council may call-up the Security if it considers, acting reasonably, that the Developer has not complied with its Development Contributions obligations under this Deed.

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~~35.8~~33.8 However, the Council is not to call-up the Security unless it has given the Developer not less than 30 days notice of its intention to do so and the Developer has not rectified the non-compliance to the Council's reasonable satisfaction before that period has expired.

~~35.9~~33.9 If the Council calls-up the Security, it may use the amount paid to it in satisfaction of any costs incurred by it in remedying the non-compliance including but not limited to:

~~35.9.1~~33.9.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,

~~35.9.2~~33.9.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and

~~35.9.3~~33.9.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's non-compliance.

~~35.10~~33.10 If the Council calls-up the Security, it may, by notice to the Developer, require the Developer to provide a further or replacement Security in an amount that, when added to any unused portion of any existing Security, does not exceed the amount of the Security the Council is entitled to hold under this Deed.

~~35.11~~33.11 The dispute resolution provisions of this Deed do not apply to a matter the subject of this clause.

**~~36~~34 Enforcement in a court of competent jurisdiction**

~~36.1~~34.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.

~~36.2~~34.2 For the avoidance of doubt, nothing in this Deed prevents:

~~36.2.1~~34.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates,

~~36.2.2~~34.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

**~~37~~35 Dispute Resolution – expert determination**

~~37.1~~35.1 This clause applies to a dispute under this Deed which relates to a matter that can be determined by an appropriately qualified expert.

~~37.2~~35.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.

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~~37.335.3~~ Such a dispute is taken to arise if one Party gives another Party a notice specifying particulars of the dispute.

~~37.435.4~~ If a notice is given under clause ~~35.337.3~~, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.

~~37.535.5~~ If the dispute is not resolved within a further 28 days, the dispute must be referred to the President of the Association of Chartered Surveyors NSW or President of Engineers Australia, NSW Branch, to appoint an expert for expert determination.

~~37.635.6~~ The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.

~~37.735.7~~ Each Party must bear its own costs arising from or in connection with the appointment of the expert and the expert determination.

**3836 Dispute Resolution - mediation**

~~38.436.1~~ This clause applies to any dispute under this Deed other than a dispute to which clause ~~3537~~ applies.

~~38.236.2~~ Such a dispute is taken to arise if one Party gives another Party a notice specifying particulars of the dispute.

~~38.336.3~~ If a notice is given under clause ~~36.238.2~~, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.

~~38.436.4~~ If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.

~~38.536.5~~ If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

**3937 Registration of this Deed**

~~39.437.1~~ The Parties agree to register this Deed subject to obtaining the agreement of the persons specified in ~~s93Hs7.6~~(1) of the Act to registration.

~~39.237.2~~ The Developer is to use its reasonable endeavours to obtain the consent of the persons specified in ~~s93Hs7.6~~(1) of the Act to registration of this Deed.

~~39.337.3~~ If the agreement of the persons specified in ~~s93Hs7.6~~(1) of the Act to registration of this Deed is obtained, the Parties are to do such things as are reasonably necessary to enable registration to occur.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

~~39.4~~37.4 Subject to this clause, within 60 days of the Sancrox LEP taking effect, the Developer is to provide the Council with the following documents to enable registration of this Deed:

~~39.4.1~~37.4.1 an instrument requesting registration of this Deed on the title to the Land in registrable form duly executed by the Developer, and

~~39.4.2~~37.4.2 the written irrevocable consent of each person referred to in ~~39.4~~37.6(1) of the Act to that registration.

~~39.5~~37.5 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:

~~39.5.1~~37.5.1 in so far as the part of the Land concerned is a lot created in the Development that the Council reasonably considers is intended for separate occupation and disposition,

~~39.5.2~~37.5.2 in relation to any other part of the Land, once that the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any reason whatsoever.

**~~40.3~~38 Assignment, Sale of Land, etc**

~~40.1~~38.1 Unless the matters specified in clause ~~38.2~~40.2 are satisfied, the Developer is not to do any of the following:

~~40.1.1~~38.1.1 if the Developer is the owner of the Land, to sell or transfer the Land to any person, or

~~40.1.2~~38.1.2 assign or novate to any person the Developer's rights or obligations under this Deed.

~~40.2~~38.2 The matters required to be satisfied for the purposes of clause ~~38.1~~40.4 are as follows:

~~40.2.1~~38.2.1 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Developer's rights or obligations under this Deed are to be assigned or novated, of an agreement in favour of the Council on the same terms as this Deed, and

~~40.2.2~~38.2.2 the Council, by notice to the Developer, has stated that evidence satisfactory to the Council has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the Agreement, and

~~40.2.3~~38.2.3 the Developer is not in breach of this Deed, and

~~40.2.4~~38.2.4 the Council otherwise consents to the transfer, assignment or novation, which consent is not to be unreasonably withheld.

~~40.3~~38.3 This clause ~~38.4~~ does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****41.39 Review of this Deed**

41.139.1 The Parties agree to review this Deed if any party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed and requests a review.

41.239.2 For the purposes of clause 39.141.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.

41.339.3 For the purposes of addressing any matter arising from a review of this Deed, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.

41.439.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

41.539.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review of this Deed is not a dispute for the purposes of the dispute resolution provisions of this Deed.

**42.40 Notices**

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

42.1.140.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or

42.1.240.1.2 faxed to that Party at its fax number set out in the Summary Sheet.

42.240.2 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.

42.340.3 Any notice, consent, information, application or request is to be treated as given or made if it is:

42.3.140.3.1 delivered, when it is left at the relevant address,

42.3.240.3.2 sent by post, 2 business days after it is posted, or

42.3.340.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

42.440.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place

**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

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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.

**4341 Costs**

43.141.1 The Developer is to pay to the Council the Council's costs not exceeding \$11,000.00 ex GST of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.

**4442 Entire Agreement**

44.142.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.

44.242.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

**4543 Further Acts**

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

**4644 Governing Law and Jurisdiction**

46.144.1 This Agreement is governed by the law of New South Wales.

46.244.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

46.344.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

**4745 No Fetter**

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

**4846 Representations and Warranties**

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

~~48.146.1~~ The Parties represent and warrant that they have power to enter into this Deed and comply with their obligations under the Agreement and that entry into this Deed will not result in the breach of any law.

**~~49~~47 Severability**

~~49.147.1~~ If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

~~49.247.2~~ If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

**~~50~~48 Modification**

~~50.148.1~~ No modification of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed.

**~~51~~49 Waiver**

~~51.149.1~~ The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

~~51.249.2~~ 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.

~~51.349.3~~ 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.

**~~52~~50 GST**

~~52.150.1~~ In this clause:

**Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.

**GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

**GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

**Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

~~52-250.2~~ Subject to clause ~~50.452-4~~, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

~~52-350.3~~ Clause ~~50.252-2~~ does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.

~~52-450.4~~ No additional amount shall be payable by the Council under clause ~~50.252-2~~ unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.

~~52-550.5~~ If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

~~52-5-150.5.1~~ to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;

~~52-5-250.5.2~~ that any amounts payable by the Parties in accordance with clause ~~50.252-2~~ (as limited by clause ~~50.452-4~~) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

~~52-650.6~~ No payment of any amount pursuant to this clause ~~5052~~, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.

~~52-750.7~~ Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

~~52-850.8~~ This clause continues to apply after expiration or termination of this Deed.

**5351 Explanatory Note Relating to this Deed**

~~53-151.1~~ The Appendix contains the Explanatory Note relating to this Deed required by ~~clause 25E~~ section 205 of the Regulation.

~~53-251.2~~ Pursuant to ~~clause 25E~~ (7) section 205(5) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

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**Sancrox Employment Land Environmental Lands & Services Planning  
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**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigitte Dunn**

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**Schedule**

(Clause 1.1)

**Map**

**Sheet 1** – Environmental Management Land and Dunn Residence Land

**James John Dunn & Catherine Brigitte Dunn**



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**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigitte Dunn**

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**Schedule**

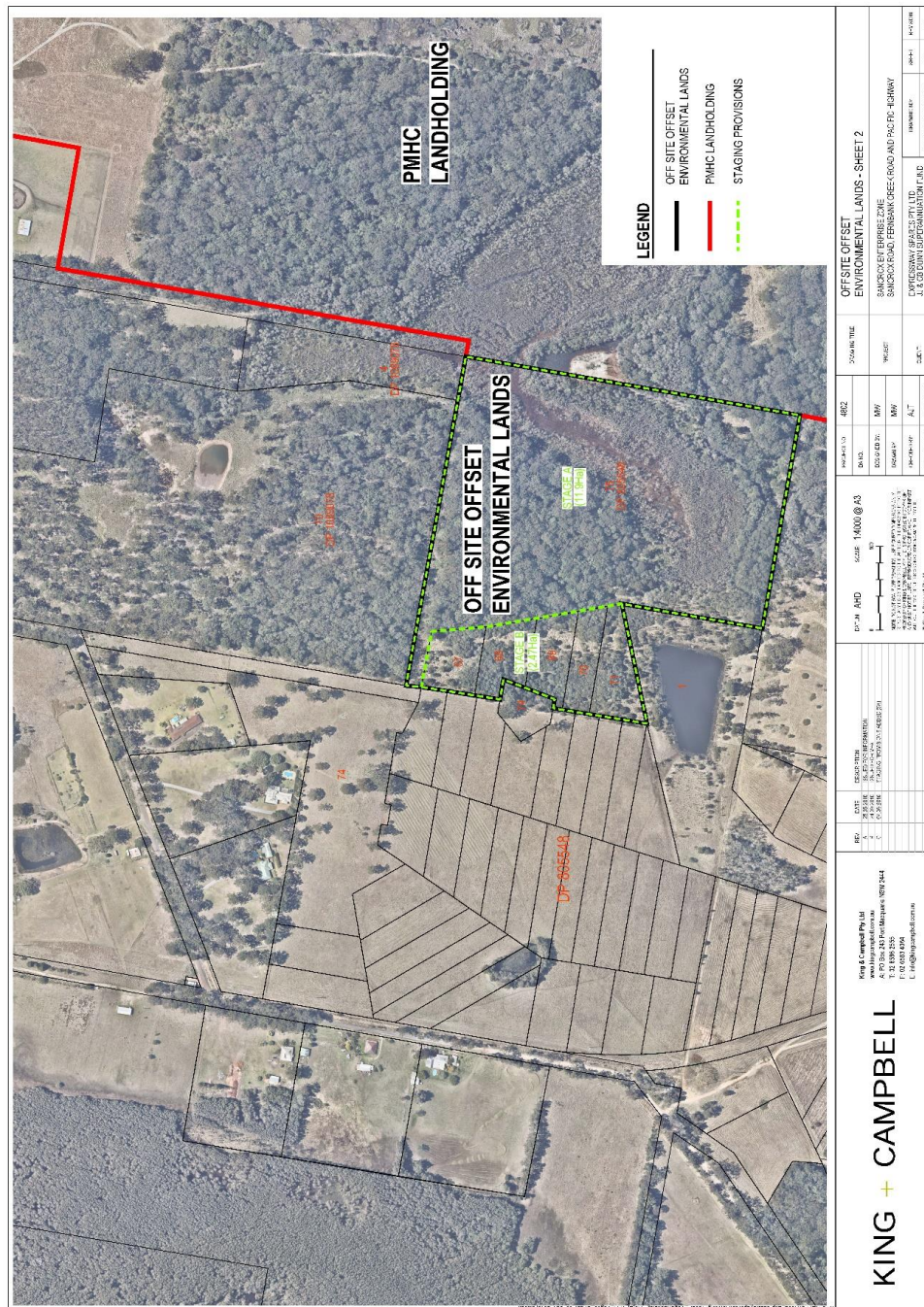
(Clause 1.1)

**Map**

**Sheet 2 - Offsite Offset Environmental Land**

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**James John Dunn & Catherine Brigitte Dunn**



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**Expressway Spares Pty Limited**

**James John Dunn & Catherine Brigette Dunn**

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**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigitte Dunn**

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**Schedule**

(Clause 1.1)

**Map**

**Sheet 3** – Sancrox Employment Zone Land identifying Expressway Spares Land, Dunn Land  
and McMullen Land

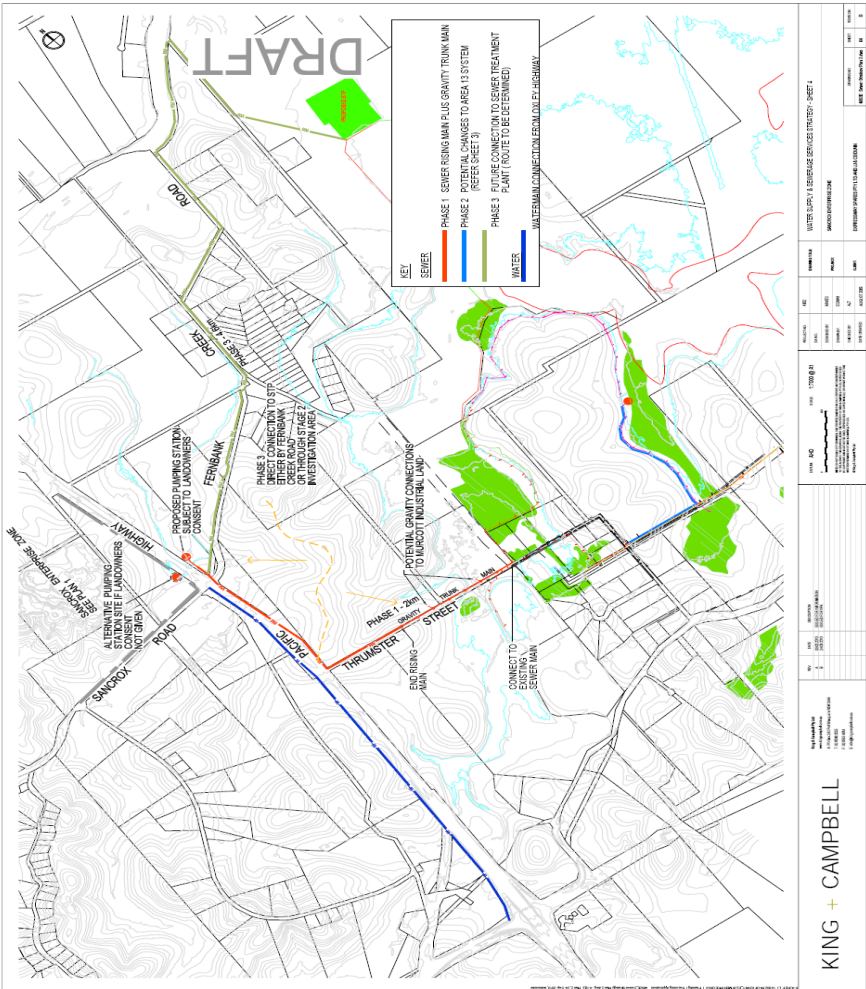
**James John Dunn & Catherine Brigitte Dunn**



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Schedule  
(Clause 1.1)  
Map

Sheet 4 – Water Supply and Sewerage Services Strategy



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**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigitte Dunn**

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**Schedule**

(Clause 1.1)

**Map**

**Sheet 5 – Deferred Area**

**James John Dunn & Catherine Brigitte Dunn**





**Sancrox Employment Land Environmental Lands & Services Planning Agreement**

**Port Macquarie-Hastings Council**

**Expressway Spares Pty Limited**

**James John Dunn & Catherine Brigette Dunn**

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## **Execution**

**Executed as an Agreement**

**Dated:**

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**Executed on behalf of the Council**

---

**General Manager**

---

**Witness/Name/Position**

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**Executed on behalf of Expressway Spares** in accordance with s127(1) of the  
*Corporations Act (Cth) 2001*

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**Name/Position**

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**Name/Position**

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**Sancrox Employment Land Environmental Lands & Services Planning  
Agreement**

**Port Macquarie-Hastings Council**

**Expressway Spares Pty Limited**

**James John Dunn & Catherine Brigette Dunn**

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**Executed by James John Dunn**

---

James John Dunn

---

Witness

---

**Executed by Catherine Brigette Dunn**

---

Catherine Brigette Dunn

---

Witness

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****Appendix**

(Clause 53)

*Environmental Planning and Assessment Regulation 2000* ~~21~~~~(Clause 25E)~~ Section 205**Explanatory Note****Draft Planning Agreement**Under ~~s93F~~ s7.4 of the *Environmental Planning and Assessment Act 1979***Parties****Port Macquarie-Hastings Council** ABN 11 236 901 601 of Corner Lord and Burrawan Streets, Port Macquarie, New South Wales, 2444 (**Council**)**Expressway Spares Pty Limited** ABN 55 000 483 107 of 7 Sancrox Road, Wauchope, New South Wales, 2446 (**Expressway Spares**)**James John Dunn & Catherine Brigitte Dunn** of 181 Sancrox Road, Wauchope, New South Wales, 2446 (**Dunn**)**Description of the Land to which the Draft Planning Agreement Applies**Lot 20 DP 1191370, Lot 41 DP 1191701, and Lot 39 DP 1191701, Lot 62 DP 754434, Lot ~~419~~  
DP ~~226824~~ 1191370, Lot 1 DP 124543, Lot 1 DP 1131036 and Lot 1 DP 1144490**Description of Proposed Development**

Development of the Land for industrial purposes

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****Summary of Objectives, Nature and Effect of the Draft Planning Agreement****Objectives of Draft Planning Agreement**

The objective of the Draft Planning Agreement is to provide suitable funding for the provision of infrastructure, facilities and services to meet the Development.

**Nature of Draft Planning Agreement**

The Draft Planning Agreement is a planning agreement under s93F of the *Environmental Planning and Assessment Act 1979 (Act)*. The Draft Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) are made by the Developer for various public purposes (as defined in s93F(3) of the Act).

**Effect of the Draft Planning Agreement**

The Draft Planning Agreement:

- relates to the carrying out by the Developer of development on the Land
- does not exclude the application of s 94 of the Act to the Development,
- excludes the application of s94A of the Act to Subdivision Work but not other Development.
- requires monetary Development Contributions,
- requires the carrying out of specified Works including water supply works, sewerage works and establishment and management of environmental land, by the Developer,
- requires the Council to apply monetary Development Contributions made under the agreement towards the specified purpose for which they were made and at the location, in the manner and to the standard (if any) specified in the agreement,
- imposes obligations on the Developer in relation to the carrying out of specified Works, the handing over of those Works to the Council and the rectification of defects in those Works.
- requires the Developer to provide the Council with security in the event that the Council is required to enforce the terms of the agreement,
- is to be registered on the title to the Land,
- imposes restrictions on the Parties transferring the Land or part of the Land or assigning an interest under the agreement,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the agreement.

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn****Assessment of the Merits of the Draft Planning Agreement****The Planning Purposes Served by the Draft Planning Agreement**

The Draft Planning Agreement:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,
- provides and co-ordinates community services and facilities in connection with the Development, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development

**How the Draft Planning Agreement Promotes the Public Interest**

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s5(a)(ii)-(v) and 5(c) of the Act.

**For Planning Authorities:*****Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities***

N/A

***Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted***

N/A

***Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter***

The Draft Planning Agreement promotes the elements of the Council's charter by:

- providing services and facilities for the community,
- ensuring that public facilities provided by the Developer and Owners under the agreement are transferred to and managed by the Council or are otherwise subject to the Council's control,
- providing a means that allows the wider community to make submissions to the Council in relation to the agreement.

***All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program***

The Draft Planning Agreement requires that specified Works be carried out by the Developer for water supply, sewerage services. The works are not included in the Council's relevant current capital works program. However,

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**Sancrox Employment Land Environmental Lands & Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

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the Council's Management Plan identifies these types of works in the relevant capital works program. The sewerage services works are included in Council's current capital works program. Accordingly, the provision of these Works under the agreement is consistent and conforms with the capital works envisioned by the Council's Management Plan.

**Whether the Draft Planning Agreement specifies that certain requirements must be complied with before issuing of a construction certificate, occupation certificate or subdivision certificate**

This Draft Planning agreement contains requirements that must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued, being:

- payment of Water Supply Contribution
- construction of Water Supply Work
- payment of Sewerage Services Contribution
- construction of Sewerage Services Work
- dedication of Environmental Management Land
- payment of Management Contribution

**Second Deed of Variation to Sancrox Employment Land  
Environmental Lands and Services Planning Agreement  
Port Macquarie-Hastings Council  
Expressway Spares Pty Limited  
James John Dunn & Catherine Brigette Dunn**



**Execution**

**Executed as a Deed**

**Dated:**

**Executed on behalf of the Council**

\_\_\_\_\_  
**General Manager**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Witness**

**Executed on behalf of the Developer** in accordance with s127(1) of the  
Corporations Act (Cth) 2001

\_\_\_\_\_  
**Name/Position**

\_\_\_\_\_  
**Name/Position**

**Second Deed of Variation to Sancrox Employment Land  
Environmental Lands and Services Planning Agreement**  
**Port Macquarie-Hastings Council**  
**Expressway Spares Pty Limited**  
**James John Dunn & Catherine Brigette Dunn**

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## **Appendix**

(Clause 7)

*Environmental Planning and Assessment Regulation 2000*  
(s205)

## **Explanatory Note**

### **Draft Second Deed of Variation to Sancrox Employment Land Environmental Lands & Services Planning Agreement**

Under s203(5) of the *Environmental Planning and Assessment Regulation 2000*

#### **Parties**

**Port Macquarie-Hastings Council** ABN 11 235 906 601 of Cnr. Lord and  
Burrawan Streets, Port Macquarie, New South Wales, 2444 (**Council**)

and

**Expressway Spares Pty Limited** ABN 55 000 483 107 of 7 Sancrox Road,  
Wauchope, New South Wales, 2446 (**Expressway Spares**)

and

**James John Dunn & Catherine Brigette Dunn** of 181 Sancrox Road,  
Wauchope, New South Wales, 2446 (**Dunn**)

#### **Description of the Land to which the Draft Deed of Variation Applies**

The Planning Agreement, as amended by the Draft Deed of Variation applies to the  
Expressway Spares Land, being Lot 4 DP 1241253, Lots 37 and 38 DP 1191701, and Lot 121  
DP 1252569, and Dunn Land, being Lot 62 DP 754434, Lot 19 DP 1191370, Lot 1 DP  
124543, Lot 1 DP 1131036 and Lot 1 DP 1144490.

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**Second Deed of Variation to Sancrox Employment Land  
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Port Macquarie-Hastings Council  
Expressway Spares Pty Limited  
James John Dunn & Catherine Brigitte Dunn**

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## **Description of Proposed Development**

The Planning Agreement as amended by this Draft Deed of Variation applies to development of the Land for industrial purposes.

## **Description of Development Contributions**

The Planning Agreement as amended by this Draft Deed of Variation:

- acknowledges that Expressway Spares has constructed the Water Supply Work and Sewerage Services Work, and
- requires the establishment and management of environmental land,
- requires the dedication of environmental management land, and
- requires the payment of Management Contribution.

## **Summary of Objectives, Nature and Effect of the Draft Deed of Variation**

### **Objectives of Draft Deed of Variation**

The objective of the Draft Deed of Variation is to amend the Planning Agreement.

### **Nature of Draft Deed of Variation**

The Draft Deed of Variation is an amendment to the Planning Agreement.

### **Effect of the Draft Deed of Variation**

The Draft Deed of Variation amends the Planning Agreement to:

- provide that Expressway Spares has constructed the Water Supply Work and Sewerage Services Work, and
- provide for payment of the Water Supply Contribution Reduction and Sewer Services Contribution Reduction to Expressway Spares, and
- provide for associated changes.

## **Assessment of the Merits of the Draft Deed of Variation**

### **The Planning Purposes Served by the Draft Deed of Variation**

The Draft Deed of Variation:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,

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**Second Deed of Variation to Sancrox Employment Land  
Environmental Lands and Services Planning Agreement****Port Macquarie-Hastings Council****Expressway Spares Pty Limited****James John Dunn & Catherine Brigitte Dunn**

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- promote the protection of the environment, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

**How the Draft Deed of Variation Promotes the Public Interest**

The Planning Agreement, as amended by the Draft Deed of Variation promotes the public interest by promoting the objects of the Act as set out in s1.3(c),(e) and (j) of the Act.

**Assessment of the positive or negative impact of the Draft Deed of Variation on the public or relevant section of the public**

The Planning Agreement, as amended by the Draft Deed of Variation has no negative impact on the public or any section of the public as far as the Council is aware. The water supply and sewerage services works the subject of the amended Planning Agreement have already been completed and the remainder of the development contributions required to be provided under the Planning Agreement are unchanged.

**Whether the Draft Deed of Variation Conforms with the Planning Authority's Capital Works Program**

The Draft Deed of Variation does not change the sewerage services work to be carried out under the Planning Agreement. The Deed of Variation amends the description of the water supply work but does not amend the overall requirement in the Planning Agreement for specified Works to be carried out for the purposes of providing water supply sewerage services. The works have already been carried out by Expressway Spares Pty Ltd. These works are now included in the Council's relevant capital works program accordingly, the provision of these Works under the amended Planning Agreement is consistent and conforms with the capital works envisioned by Council.

**Whether the Draft Deed of Variation specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued.**

The Planning Agreement as amended contains requirements that must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued, being:

- dedication of Environmental Management Land
- payment of Management Contribution;
- the Offsite Offset Environmental Land Stage A being acquired by the Council,
- the Detailed Management Plan for the Dunn Residence Land has been approved by the Council.



## ENGAGEMENT SUMMARY

<b>Project name</b>	Amended Expressway Spares Planning Agreement
<b>Project manager</b>	Tracy Sharp
<b>Consultant</b>	
<b>Engagement Officer</b>	Jimmy Manning

### Background

Council has received an offer to amend the Voluntary Planning Agreement (VPA) known as the Sancrox Employment Land Environmental Lands & Services (Expressway Spares) Planning Agreement 2017 which was executed on 16 January 2017 between Council and Expressway Spares Pty Limited and James John Dunn and Catherine Brigitte Dunn.

At the February Council Meeting, Councillors resolved to place the draft Amended Expressway Spares Planning Agreement on public exhibition for a period of not less than 28 days.

The proposed amendments to the planning agreement are:

- Removal of the definitions and clauses in relation to the payment of water supply and sewer contributions, as this infrastructure has been constructed. Contributions to be collected through the Development Services Plan (DSP) for future development.
- Changes to clearly articulate who the initial developer is and when the Council is to pay them the contribution for the construction of the water supply and sewer infrastructure.
- Clarification on what infrastructure comprises water supply and sewer work and the known construction costs.

The amendments to the planning agreement will:

- Enable the release of a lump sum payment to the initial developer;
- include the agreed cost of construction of the works, not known at the time of the First Deed of Variation; and
- acknowledge that the works have been completed and the initial developer is now known.

### Engagement approach

The Amended Expressway Spares Planning Agreement was placed on public exhibition for 28 days, from the **21<sup>st</sup> of February and the 20<sup>th</sup> of March**. Also accompanying this document was:

- Report presented to the Ordinary Council Meeting of 15 February 2024.
- Sancrox Employment Land Environmental Lands & Services (Expressway Spares) Planning Agreement 2017.
- Report presented to the Ordinary Council Meeting of 15 September 2022.
- Report presented to the Ordinary Council Meeting of 20 October 2022.

The intention with this approach was to provide the community with ample understanding and background detail of the agreement and the proposed amendments to the agreement allowing the community to provide informed feedback on it.

# ENGAGEMENT SUMMARY

## Engagement activities

### Have Your Say

The Have Your Say page for this project received a total of 86 visits, with a combined 22 downloads of the documents available also achieved.

However, there was no feedback submitted through the survey.

### Additional Exhibition

The Amended Planning Agreement that was exhibited in February and March did not include the Second Deed of Variation document or explanatory note to the Second Deed of Variation which is required to be included within the publicly exhibited documentation in accordance with Section 205 of the *Environmental Planning and Assessment Regulation 2021*.

The explanatory note summarises the objectives, nature and effect of the proposed amendment and an assessment of the merits of the proposed amendment to the original planning agreement.

Because these documents were missing during the initial exhibition, and additional exhibition was undertaken for a period of 28 days between **the 9<sup>th</sup> of May and the 6<sup>th</sup> of June 2024**.

### Have Your Say

The Have Your Say page for this project during the additional exhibition received a total of 90 visits, with a combined 23 downloads of the documents available also achieved.

There were two feedback submissions received. One was a survey response, and the other was an email to Tracy Sharp as the person listed as who was listening on the Have Your Say page. De-identified responses are provided in Appendix A.

### Next Steps

Now that public exhibition of this document has concluded, this engagement summary report will be provided to Councillors for further consideration of the Amended Expressway Spares Planning Agreement.

#### APPENDIX A: VERBATIM RESPONSES

##### Survey Response

I suggest Council take option (3).  
This organisation have monopolized the Sancox area by way of default from historic family land take over.  
The extent of concrete and hard stand has a direct negative effect on the natural environmental and speed of warmed storm water into the neighboring water course.

## ENGAGEMENT SUMMARY

	3. Not support the recommendation and resolve in some other fashion.
Email Response	<p>This response was not able to be de-identified. It will be supplied to Councillors separately, but not made publicly available.</p> <p>Themes:</p> <ul style="list-style-type: none"><li>• Supportive of the Expressway Spares VPA.</li><li>• Does not support the variation to the Oxley Highway Sancrox VPA</li><li>• Wants to be sure that the Expressway Spares VPA does not increase the cost and capacity of the Oxley Highway VPA.</li></ul>



## **Port Macquarie-Hastings Local Environmental Plan 2011 (Amendment No 62)**

under the

**Environmental Planning and Assessment Act 1979**

The following local environmental plan is made by the local plan-making authority under the *Environmental Planning and Assessment Act 1979*.

MELISSA WATKINS, DIRECTOR COMMUNITY, PLANNING AND ENVIRONMENT  
PORT MACQUARIE-HASTINGS COUNCIL  
As delegate for the local plan-making authority

Port Macquarie-Hastings Local Environmental Plan 2011 (Amendment No 62) [NSW]

---

## **Port Macquarie-Hastings Local Environmental Plan 2011 (Amendment No 62)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of plan**

This plan is *Port Macquarie-Hastings Local Environmental Plan 2011 (Amendment No 62)*.

### **2 Commencement**

This plan commences on the day on which it is published on the NSW legislation website.

### **3 Land to which plan applies**

This plan applies to land to which *Port Macquarie-Hastings Local Environmental Plan 2011* applies.



Port Macquarie-Hastings Local Environmental Plan 2011 (Amendment No 62) [NSW]  
Schedule 1 Amendment of Port Macquarie-Hastings Local Environmental Plan 2011

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## **Schedule 1      Amendment of Port Macquarie-Hastings Local Environmental Plan 2011**

**[1]    Land Use Table**

Insert “Secondary dwellings;” in appropriate order in Zone RU1, item 3.

**[2]    Land Use Table, Zone RU2, item 3**

Insert “Secondary dwellings;” in appropriate order.

**[3]    Land Use Table, Zone RU5, item 3**

Insert “Secondary dwellings;” in appropriate order.

**[4]    Clause 5.5**

Omit the clause. Insert instead—

**5.5    Controls relating to secondary dwellings on land in a rural zone**

If development for the purposes of a secondary dwelling is permitted under this Plan on land in a rural zone—

- (a) the total floor area of the dwelling, excluding any area used for parking, must not exceed whichever of the following is the greater—
  - (i) 60 square metres,
  - (ii) 33% of the total floor area of the principal dwelling, and
- (b) the distance between the secondary dwelling and the principal dwelling must not exceed 100 metres.

# Development Servicing Plans for Water Supply and Sewerage

Port Macquarie Hastings Council

July 2024 | Version 1.0



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## Document Control

Revision	Report Status	Date
A	Draft for Council Review	19/03/2024
B	Revised Draft for Council Review	02/04/2024
C	Final Draft for Independent Audit	01/07/2024
D	Final Draft for Council Review	03/07/2024

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## Summary

This Development Servicing Plan (DSP) covers water supply and sewerage developer charges for the Port Macquarie Hastings Council Local Government Area.

This DSP has been prepared in accordance with the 2016 Developer Charges Guidelines for Water Supply, Sewerage and Stormwater issued by the Minister for Water, pursuant to section 306 (3) of the *Water Management Act, 2000*.

The areas covered by each DSP are shown on the plans in Section 13. The timing and expenditure for works serving the area covered by each DSP are shown in Section 15 and Section 16.

The summary of the total asset management plan (TAMP) is comprised of various components, including the Long-Term Financial Plan (LTFP) the Strategic Business Plan (SBP) and Asset Management Plans (AMP's). The Capital Works Program (CWP) within the TAMP includes works for both growth and renewals, encompassing major asset upgrades such as the Thrumster Sewage Treatment Plant (STP) and Cowarra Water Treatment Plants (WTPs)

Levels of service to be provided in each DSP area are summarised in Section 5. The LOS policy outlines the agreed quality, availability, and reliability standards for water and sewerage services provided to customers. It covers aspects such as water quality, pressure, continuity of supply, and wastewater management.

The water supply and sewerage developer charges for the areas covered by this DSP document have been determined as follows:

	DSP Name	DSP Service Area	Developer Charge (\$2024 per ET)	Cross-subsidy: resulting increase in the Typical Residential Bill
Water Supply	A	Long Flat	6,979	\$0.80 (0.1%)
	A	Comboyne	6,979	
	A	Telegraph Point	6,979	
	B	Hastings	6,979	
Sewerage	B	Bonny Hills	16,932	\$0.92 (0.1%)
	B	Camden Haven	16,932	
	C	Thrumster	14,981	
	D	Wauchope	8,739	
	A	Long Flat	5,311	
	A	Comboyne	5,311	
	A	Telegraph Point	5,311	
	E	Port Macquarie	5,311	

Developer charges relating to this DSP will be reviewed after a period of 4 to 8 years, in accordance with the guidelines. In the period between any review, developer charges will be adjusted quarterly with movements in the CPI for Sydney, excluding the impact of GST. The charges in the table above are in March 2024 dollars and will be indexed based on the change in CPI with DSP adoption and commencement.

The developer shall be responsible for the full cost of the design and construction of water supply and sewerage reticulation works within subdivisions.

Background information containing all the critical data including calculation models behind each DSP is available on request.

# 1 Introduction

Section 64 of the *Local Government Act, 1993* enables a local government council to levy developer charges for water supply, sewerage, and stormwater. This derives from a cross-reference in that Act to Section 306 of the *Water Management Act 2000*.

A Development Servicing Plan (DSP) details the water supply, sewerage and/or stormwater developer charges to be levied on development areas utilising a water utility's water supply, sewerage and/or stormwater infrastructure.

This DSP covers water supply and sewerage developer charges for areas served by Port Macquarie Hastings Council (PMHC).

This DSP has been prepared in accordance with the 2016 Developer Charges Guidelines for Water Supply, Sewerage and Stormwater issued by the Minister for Lands and Water, pursuant to section 306 (3) of the *Water Management Act, 2000*.

This DSP document supersedes any other requirements related to water supply and sewerage developer charges for the areas covered by this DSP. This DSP takes precedence over any of Council's code or policies where there are any inconsistencies relating to water supply and sewerage developer charges.

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## 2 Administration

### 2.1 DSP Name and Area Covered

The basis for defining the DSP area boundaries is the existing and future development served by the Port Macquarie Hastings Council water supply and sewerage schemes. Separate DSPs have been prepared for separate water supply schemes and sewerage schemes and for the separate towns and villages.

	DSP Name	Area Covered
Water Supply	Hastings	The area covered by this DSP is shown on Plan 1 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate water supply scheme
	Comboyne	The area covered by this DSP is shown on Plan 2 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate water supply scheme
	Long Flat	The area covered by this DSP is shown on Plan 3 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate water supply scheme
	Telegraph Point	The area covered by this DSP is shown on Plan 4 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate water supply scheme
Sewerage	Port Macquarie	The area covered by this DSP is shown on Plan 5 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate sewage treatment works.
	Bonny Hills	The area covered by this DSP is shown on Plan 6 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate sewage treatment works.
	Camden Haven	The area covered by this DSP is shown on Plan 7 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate sewage treatment works. This service area also includes the area currently serviced by the Kew Kendall WwTP as Council's capital works program includes the diversion of Kew Kendall to Camden Haven WwTP by 2027
	Comboyne	The area covered by this DSP is shown on Plan 8 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate sewage treatment works
	Long Flat	The area covered by this DSP is shown on Plan 9 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate sewage treatment works
	Telegraph Point	The area covered by this DSP is shown on Plan 10 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate sewage treatment works
	Thrumster	The area covered by this DSP is shown on Plan 11 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate sewage treatment works. Sewage from Thrumster is currently conveyed to the Port Macquarie WwTP via a series of SPS and rising mains. A new WwTP at Thrumster will service the Thrumster area (and part of the existing Port Macquarie WWTP catchment) by 2027; Thrumster has therefore been considered as a separate service area.
	Wauchope	The area covered by this DSP is shown on Plan 12 in Section 13. The basis for defining the DSP boundaries is an area serviced by a separate sewage treatment works.

### 2.2 Payment of Developer Charges

Developer charges will be determined and levied in accordance with the provisions of this DSP document at the time of considering an application for a compliance certificate under Section 305 of the *Water Management Act 2000* or a construction certificate under section 109 of the *Environmental Planning and Assessment Act 1979* or at the time of issuing a notice or other form of written advice, e.g. Under the *SEPP (Exempt and Complying Development Codes) 2008*.

The time limit for payment of developer charges will be included in the notice of determination or will be advised to the developer by a separate notice. The amount of any developer charges not paid within the specified time limit will lapse. Any subsequent determination of developer charges will be made in accordance with Council's then current DSP.

## 2.3 Dispute Resolution

Disputes will be resolved in accordance with Section 2.9 of the Guidelines. PMHC is not a member of the Electricity and Water Ombudsman (EWON).

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### 3 Demographic and Land Use Planning Information

#### 3.1 Growth Projections

Growth projections for the number of water supply and sewerage ETs are shown in Table 3-1. These projections are from the present year (2023/24) to 2053/54 i.e. a 30-year planning horizon. The number of Equivalent Tenements (ETs) in January 1996 (i.e. year 1995/96) are also indicated. ET calculations are included in Section 7.3 and 8.3 of the DSP document.

Table 3-1 Growth Projections

Year	Water Supply		Sewerage	
	Number of ETs	Number of New ETs	Number of ETs	Number of New ETs
1995/96	26,217		24,968	
2023/24	40,088	632	37,571	509
2024/25	40,733	645	38,089	518
2025/26	41,271	538	38,517	428
2026/27	41,783	512	38,931	414
2027/28	42,314	531	39,356	425
2028/29	42,813	499	39,762	406
2029/30	43,376	563	40,224	462
2030/31	43,891	515	40,652	428
2031/32	44,404	513	41,072	421
2032/33	44,906	502	41,493	421
2033/34	45,426	520	41,926	433
2034/35	45,923	497	42,342	416
2035/36	46,428	504	42,761	419
2036/37	46,924	497	43,179	418
2037/38	47,414	490	43,585	406
2038/39	47,875	461	43,971	387
2039/40	48,374	499	44,390	418
2040/41	48,855	482	44,796	406
2041/42	49,320	465	45,185	390
2042/43	49,801	480	45,593	408
2043/44	50,277	477	45,998	405
2044/45	50,740	462	46,390	392
2045/46	51,210	471	46,792	402
2046/47	51,645	434	47,165	372
2047/48	52,071	427	47,532	367
2048/49	52,496	425	47,899	368
2049/50	52,951	454	48,290	391
2050/51	53,400	449	48,677	387
2051/52	53,848	448	49,063	387
2052/53	54,303	455	49,457	394
2053/54	54,763	459	49,799	343

## 3.2 Land Use Information

This DSP document should be read in conjunction with the Port Macquarie-Hastings Local Environmental Plan (LEP) 2011.

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## 4 Water Supply and Sewerage Infrastructure

### 4.1 Water Supply

PMHC currently operates and maintains the Hastings District Water Supply Scheme which comprises the Wauchope distribution system and the Port Macquarie/ Camden Haven distribution system. Three smaller schemes also supply the rural villages of Comboyne, Long Flat and Telegraph Point. A brief description of each scheme is provided in the following sections.

#### 4.1.1 Hastings

The Hastings scheme includes the integrated bulk water supply pumping station, off-creek storage dams and trunkmain network to the townships of Wauchope, Port Macquarie and the Camden Haven area.

Raw water is extracted from the Hastings River at Koree Island. Two intake stations at Koree Island have a combined capacity to pump 105 ML/day into Rosewood Reservoirs 2 and 3. The raw water is treated with lime and carbon dioxide (water conditioning), followed by fluoridation and chlorination before being stored in Rosewood 2 and 3 reservoirs. From the Rosewood reservoirs, water is gravity fed to the 10,000 ML Cowarra and 2,500 ML Port Macquarie off-creek storage dams.

Water in the Port Macquarie-Camden Haven Water Supply Scheme is distributed via 37 reservoirs, 19 water pumping stations and 832km of water mains .

Water is pumped from the Port Macquarie off-creek storage to one of four primary reservoirs – Granite Street, Widderson Street, O'Briens Road and Transit Hill. The Camden Haven area is currently supplied from Port Macquarie Dam via the Transit Hill Reservoir – the highest reservoir in Port Macquarie. A 450 mm diameter trunkmain travels south generally following Ocean Drive and distributes water to the Lake Cathie / Bonny Hills areas and then the Camden Haven region.

A new 42 ML/d water treatment plant is planned to be constructed at Cowarra by 2027. This treatment plant will receive raw water from Koree Island, Rosewood Reservoirs, Cowarra Dam or Port Macquarie Dam. Treated water will be transferred to the distribution network in Port Macquarie via a proposed Northern Arm Trunk Main (NATM), and to the Camden Haven region via a proposed Southern Arm Trunk Main (SATM). The two trunk mains will be interlinked near Port Macquarie Dam to provide redundancy. Modifications to the existing pumping station at Cowarra Dam will be required. Water will then be distributed to the reticulation network through existing infrastructure.

The Wauchope scheme currently serves the localities of Beechwood, Wauchope, King Creek and Sancrox. The Sancrox area will be supplied from the Port Macquarie scheme following the completion of the Cowarra WTP and NATM. Chlorinated and fluoridated bulk water from the Rosewood 3 Reservoir is taken to a 21 ML/d ultra-filtration plant. Following treatment, water is stored in the 5 ML Wauchope WTP Clearwater Reservoir and then pumped to the Rosewood 1 Reservoir by the Wauchope WTP Clearwater Pumping Station.

Water is gravity fed from the Rosewood 1 Reservoir to the Beechwood, Bago and Sancrox Reservoirs. A pressure-reducing valve provides an additional direct feed into the Wauchope township during periods of peak demand.

#### 4.1.2 Comboyne

The Comboyne water supply scheme is a run-of-river system, sourced from the Thone River. Water is treated at a micro-filtration plant with a capacity of 0.45 ML/day and pumped to a small capacity storage reservoir before being distributed via 4.8 km of reticulation mains.

### 4.1.3 Long Flat

The Long Flat water supply scheme is a run-of-river system, sourced from the Hastings River. Water is treated at a micro-filtration plant with a capacity of 0.23 ML/day and pumped to a storage reservoir before being distributed to customers via 4.2 km of reticulation mains.

### 4.1.4 Telegraph Point

The Telegraph Point water supply scheme is a run-of-river system, sourced from the Wilson River. Water is treated at a micro-filtration plant with a capacity of 0.8 ML/day and pumped to a small capacity storage reservoir before being distributed to customers via 16.8 km of reticulation mains.

## 4.2 Wastewater/Sewerage

PMHC operates and maintains eight wastewater schemes. There are planned works to transfer loads from Kew Kendall to Camden Haven Wastewater Treatment Plant (WwTP) and operate the Kew Kendall WwTP as a wet weather storage only by 2027. There are also planned works to construct a new WwTP at Thrumster and divert part of the existing Port Macquarie WwTP catchment to the new Thrumster WwTP by 2028.

### 4.2.1 Port Macquarie

Port Macquarie is serviced by a conventional gravity sewerage reticulation system with 84 pumping stations located throughout the town, and approximately 343 km of pipelines. All sewage is delivered to a WwTP located in Koala Street. The WwTP has a nominal capacity of 52,000 EP. The treatment system includes:

- Pre-treatment using a band screen and a bypass channel with manual screens. Removed solids are sent to landfill
- Air deodorisation
- Activated sludge treatment in three Intermittently Decanted Extended Aeration (IDEA) tanks
- Two effluent balance tanks, and
- UV radiation in detention ponds and a UV radiation unit.

Disinfected treated effluent is discharged into Kooloonbung Creek downstream of the Lake Road bridge. Sludge is collected and treated in an aerated sludge storage lagoon and dewatered via centrifuge onsite, with biosolids transported to the Cairncross composting facility to be incorporated into compost.

Up to 1.8 ML/d of effluent from Port Macquarie WwTP is further treated in the nearby Port Macquarie Recycled Water Treatment Plant. Recycled water produced is distributed via a separate pipe network to industrial and commercial customers for non-potable purposes.

Sewage from Thrumster is currently conveyed to the Port Macquarie WwTP via a series of SPS and rising mains. The long-term plan is to build a new WwTP at Thrumster to service the Thrumster area. Existing areas within the western part of the Port Macquarie WwTP catchment will also be diverted to the proposed new Thrumster WwTP to reduce the loadings at the Port Macquarie WwTP. For the purposes of this DSP, Port Macquarie and Thrumster have been considered as separate service areas.

### 4.2.2 Bonny Hills

Lake Cathie/Bonny Hills is serviced by a conventional gravity sewerage reticulation system with 18 pumping stations and approximately 65 km of pipelines. The Bonny Hills WwTP has a design capacity of 12,000 EP and is a continuous aeration clarification plant with tertiary filtration through membranes.

Treated effluent from the WwTP is managed as follows:

- Discharged under an EPA licence through an 800 m long sand exfiltration trench in the dunes behind Rainbow Beach at Bonny Hills
- Overflows from Effluent Pond 4 flows to Duchess Creek

- Recycled water is distributed via a separate pipe network to Lake Cathie Sporting fields and the third pipe scheme in Area 14.

Sludge is collected in four onsite lagoons. Biosolids are transported to the Cairncross composting facility to be incorporated into compost.

### 4.2.3 Camden Haven

The Camden Haven sewerage scheme is serviced by a conventional gravity sewerage reticulation system with 31 pumping stations and approximately 83 kilometres of pipelines.

Camden Haven WwTP is a 18,000 EP capacity membrane bioreactor (MBR) plant. Effluent is treated with UV and dosed with chlorine and discharged via a shoreline outlet out to the ocean.

Sludge is collected and treated in three lagoons on-site, and biosolids are transported to the Cairncross waste management facility to be incorporated into compost.

The treatment system includes:

- Pre-treatment using screens. Removed solids are sent to landfill
- Activated sludge treatment in an IDEA tank
- UV radiation in a maturation pond and a UV radiation unit, and
- Storage on-site in a 50 ML pond.
- Treated effluent from the Kew/Kendall WwTP is currently used to irrigate the Camden Haven Golf Course and the Council-owned wood lot. Any excess effluent discharges into the Camden Haven River.

Sludge generated from the WwTP is collected in two sludge lagoons on site. Supernatant from the sludge lagoons is fed back into the IDEA tank. Biosolids are periodically dewatered via Council's mobile centrifuge and transported to the Cairncross composting facility to be incorporated into compost.

The Kew/Kendall area is serviced by a conventional gravity sewerage reticulation system with nine pumping stations and approximately 21 km of pipelines. The existing Kew WwTP has a nominal capacity of 1,720 EP. PMHC's capital works program includes the diversion of the Kew Kendall catchment to the Camden Haven system via a new SPS and rising main, and conversion of the existing WwTP to a wet weather buffer storage. All sewage from the Kew Kendall area will be transferred and treated at the Camden Haven WwTP. For this reason, the Camden Haven service area includes the current Kew/ Kendall WwTP catchment.

### 4.2.4 Wauchope

Wauchope is serviced by a conventional gravity sewerage reticulation system with 19 pumping stations and approximately 76 km of pipelines. All sewage eventually gravitates or is pumped to a gravity catchment which is then transferred to the WwTP via a gravity main.

The Wauchope WwTP is located off Bain Street and comprises an 8,000 EP activated sludge plant. The treatment system includes:

- Pre-treatment using screens. Removed solids are sent to landfill.
- Activated sludge treatment in two Intermittently Decanted Extended Aeration (IDEA) tanks.
- UV radiation in three tertiary ponds for up to 15 days.

Some effluent from the WwTP is being reused on Wauchope Golf Course and for irrigation of pasture at the nearby Coombes Beef Cattle Farm, with the balance discharged to the Hastings River.

Sludge is collected and treated in two sludge lagoons onsite. Biosolids are transported to the Cairncross composting facility to be incorporated into compost. The supernatant is returned to the preliminary treatment process.

### 4.2.5 Comboyne

The Comboyne sewerage scheme was recently constructed as part of the Three Villages Sewerage Scheme. The sewerage system is primarily a gravity system with some pressure sewer unit installations. The Comboyne WwTP has a design of 112 ET and consists of the following:



- Treatment process involves screening, grit removal, ICEAS (Intermittent Cycle Extended Aeration System) Bioreactor, Filtration, UV Disinfection and Effluent Storage
- Effluent is stored in a 11.4ML poly lined lagoon from where water can be pumped for irrigation as required
- Emergency effluent discharge is at a nominated discharge point on the Thone River

#### 4.2.6 Long Flat

The Long Flat sewerage scheme was recently constructed as part of the Three Villages Sewerage Scheme. The sewerage system is a conventional gravity system. The Long Flat WwTP has a design of 54 ET and consists of the following:

- Treatment process involves screening, grit removal, ICEAS tank treatment, chemical dosing, filtration, and UV/Chlorine Disinfection
- Effluent is stored in a 4.8ML poly lined lagoon with provision to either pump recycled effluent for irrigation or discharge the treated effluent to the river
- Primary effluent discharge is to the irrigation lagoon for locals to use the treated water for irrigation
- Emergency effluent discharge is at a nominated discharge point on the Hastings River

#### 4.2.7 Telegraph Point

The Telegraph Point sewerage scheme was recently constructed as part of the Three Villages Sewerage Scheme. The sewerage system is entirely pressure sewer units. The Telegraph Point WwTP has a design ET of 118 ET and consists of the following:

- Treatment process involves screening, grit removal, ICEAS Bioreactor, Filtration, UV Disinfection
- Effluent discharge is at a nominated discharge point on the Maria River just after Wilson River

### 4.3 Existing Capital Costs

The estimated MEERA capital cost of water supply and sewerage capital works (including backlog works) servicing the areas covered by this DSP document are shown in Section 15. Note that only those assets constructed in the last 30 years are included in the calculation of the charges.

### 4.4 Future Capital Works Program

The timing and expenditure for water supply and sewerage capital works servicing the area covered by this DSP document are shown in section 16. Future assets that will service growth and future renewals are included. Assets that are for improved level of service are not included. Future assets beyond 10 years have been included where there is a nexus between the relevant future assets and the development, and there are detailed plans to build these assets (e.g. Thrumster WWTP, Wauchope WWTP upgrade).

### 4.5 Reticulation Works

The developer shall be responsible for the full cost of the design and construction of water supply and sewerage reticulation works within subdivisions.

## 5 Levels of Service

Council's Level of Service are outlined in its Water Supply Services Policy (adopted 2023) and Wastewater Servicing Policy (proposed for adoption on 18 July 2024).

Rates and all fees or charges paid are used to fund the services we provide to the community.

The ordinary rate component is typically increased by the rate peg determined by the Independent Pricing and Regulatory Tribunal.

Rates and charges for Waste management, water, sewerage and stormwater services fall outside of the rate peg and are determined yearly.

### 5.1 Water Supply

The target levels of service for the PMHC water supply system are summarised in Table 5-1. These levels of service are targets that PMHC aims to achieve and as such are not considered a formal customer contract.

Table 5-1 Levels of Service for Water Supply

Description	Unit	Level of Service
<b>Availability of Supply</b>		
<u>Normal Quantity Available:</u>		
Annual Tier 1 allowance, 20 mm meter	kL/property/year	270
<u>Fire Fighting</u>		
Compliance with Building Codes and Fire & Rescue NSW requirements	% of service area	100%
<u>Pressure<sup>1</sup></u>		
Minimum pressure ( <i>measured at flow rate of 0.15 L/s per tenement in PMHC's water main adjacent to property boundary</i> )	Metres head	20
Maximum static pressure	Metres head	90
<b>Interruptions</b>		
<u>Planned Interruption</u>		
Notice to domestic customers	Hours	24
Notice to commercial customers	Days	2
Notice to industrial customers	Days	7
Notice to special customers	Days	7
<i>(Special customers include schools, nursing homes and home dialysis patients and are given a personal notice)</i>		
Maximum duration	Hours	8
Maximum frequency	Customers/ year	2
<u>Unplanned Interruption</u>		
Maximum duration during working hours:	Hours	6
Maximum duration after hours	Hours	18
Maximum frequency	Number/year	2

Description	Unit	Level of Service
<b>Response Times</b>		
<u>Supply Interruptions</u>		
Working hours	Hours	1
After hours	Hours	2
<u>Minor problems/general inquiries</u>		
Verbal		
Written	Working days	1
	Weeks	3
Time to provide new connection in serviced area for 80% of requests	Working days	20
<b>Water Quality</b>		
Microbiological	% of samples	100%

## 5.2 Sewerage

For sewerage, LOS refers to those measures of wastewater system performance that directly relate to customers. The LOS is the primary driving force for the wastewater schemes, and achieving the target LOS is Council's primary objective. These are listed in Table 5-1 and are the targets that Council aims to meet and as such they are not considered a formal customer contract.

Table 5-2 Target Levels of Service for Sewerage

Service Criteria	Service Target
<b>Overflow of sewage to the environment</b>	
Major overflow (pumping station & rising main)	No more than 5 per year
Minor overflow (reticulation)	No more than 30 per 100 km main per year
Response time to systems failures	1 hour (2 hours outside working hours)
<b>Minor problem/ general enquiry</b>	
Verbal	Within 2 working days
Written	Within 3 weeks
Environmental impact	Meet EPA licence conditions for all sewage treatment plants
Manhole inspections	Complete 10% of network each year
S306 delivery time	60 days

## 6 Design Parameters

### 6.1 Water Supply

Investigation and design of water supply system components is based on the following:

- Council's levels of service (refer Section 5)
- Water Services Association of Australia (WSAA) 03-2011 Water Supply Code of Australia Version 3.2. *PMHC has recently developed a supplement to this WSAA code.*
- ASD400 Series Standard Drawings- Water.

### 6.2 Sewerage

Investigation and design of sewerage system components is based on:

- Council's levels of service (refer Section 5)
- WSAA gravity sewerage code of Australia WSA 02-2014 Version 3.2. *PMHC has recently developed a supplement to this WSAA code.*
- WSAA sewage pumping code of Australia WSA 04-2022 Version 3.1. *PMHC has recently developed a supplement to this WSAA code.*
- Water Services Association of Australia pressure sewerage code of Australia WSA 07-2007
- ASD500 Series Standard Drawings- Sewerage.

## 7 Developer Charges Calculation – Water Supply

All new properties and properties with change in use which are subject to payment of water supply charges are liable for payment of developer charges for water supply. Vacant land that is intended for development or redevelopment may also be liable for developed charges. Further detail is provided in PMHC's Development Contributions Assessment Policy.

An ET is the basic unit to determine the demand that the development will place on the water supply system. One ET represents the equivalent demand from a single, detached residential dwelling. PMHC's Development Contributions Assessment Policy provides a standard criteria to assess contributions for developments (both Section 64 and Section 7.11 (previously Section 94) contributions). Schedules 1 & 2 of the Policy includes Water and Sewer ET for residential and non-residential developments.

Credit for existing use is applied in the calculation of the ET loadings, as the developer charges are levied for additional ET loading only. For example, the first lot in a residential subdivision is exempt from developer charges where the lot is already connected to the water supply system. Properties not already levied for water supply do not receive the one lot credit.

### 7.1 Summary

The developer charges for the area covered by this DSP document area are summarised in Table 7-1.

*Table 7-1 Summary of Proposed Water Supply Developer Charges for Water Supply*

DSP Area	DSP Service Area	Capital Charge <sup>1</sup> (\$ per ET)	Reduction Amount (\$ per ET)	Calculated Maximum Developer Charge (\$ per ET)	Proposed Developer Charge (\$ per ET)
A	Long Flat	57,635	1,146	56,489	6,979
A	Comboyne	30,891	1,146	29,744	6,979
A	Telegraph Point	30,891	1,146	29,744	6,979
B	Hastings	8,125	1,146	6,979	6,979

1. Agglomerated capital charge

These amounts have been calculated based on the information presented in Sections 7.2 to 7.6.



## 7.2 Service Areas

The water supply service areas and the basis of determining the service areas are as follows:

Service Area	Basis of Determining the Service Area
Hastings	Area serviced by a separate water supply distribution system
Comboyne	Area serviced by a separate water supply distribution system
Long Flat	Area serviced by a separate water supply distribution system
Telegraph Point	Area serviced by a separate water supply distribution system

## 7.3 Equivalent Tenements (ETs)

For each service area, the existing number of ETs connected to the water supply system has been determined as the estimated annual water to be supplied to the service area divided by the volume of 1 ET. The average annual residential water consumption for 2021/22 (the calculation year) was 152 kL per property. Future ETs were determined using projected growth rates for the PMHC LGA provided by REMPLAN. Historical ETs were determined using growth rates from Census data.

ET projections for each service area are shown in Table 7-2. The ETs in January 1996 are also provided.

Table 7-2 ET Projections for Water Supply

Year	Hastings	Comboyne	Long Flat	Telegraph Point
Jan 1996	25,961	65	32	159
2023/24	39,752	85	42	209
2024/25	40,397	85	42	209
2025/26	40,934	85	42	209
2026/27	41,446	85	43	210
2027/28	41,976	85	43	210
2028/29	42,475	85	43	210
2029/30	43,039	85	43	210
2030/31	43,553	85	43	210
2031/32	44,066	85	43	210
2032/33	44,568	85	43	210
2033/34	45,088	85	43	210
2034/35	45,585	85	43	210
2035/36	46,089	85	43	210
2036/37	46,586	85	43	210
2037/38	47,076	85	43	210
2038/39	47,537	85	43	210
2039/40	48,036	85	43	210
2040/41	48,517	85	43	210
2041/42	48,983	85	43	210
2042/43	49,463	85	43	210

Year	Hastings	Comboyne	Long Flat	Telegraph Point
2043/44	49,940	85	43	210
2044/45	50,402	85	43	210
2045/46	50,873	85	43	210
2046/47	51,307	85	43	210
2047/48	51,734	85	43	210
2048/49	52,159	85	43	210
2049/50	52,613	85	43	210
2050/51	53,063	85	42	209
2051/52	53,511	85	42	209
2052/53	53,967	85	42	209
2053/54	54,426	85	42	209

ET calculation details for each service area are shown in Section 14.

## 7.4 Capital Charge

The capital charge for each service area covered by this DSP document has been calculated using the NPV spreadsheet method.

Under the NPV spreadsheet method, the capital cost of relevant assets and projected ETs served in a service area are entered into a spreadsheet. These capital costs are only for the share of the asset capacity used in the service area. The PV of capital cost and the PV of new ETs are calculated, and the capital charge per ET is the PV of the capital cost divided by the PV of the ETs. A 3% discount rate was applied for pre-1996 infrastructure and a 5% discount rate was applied to post 1996 and future assets, in accordance with the 2016 guidelines.

Calculation details for PV of ETs and PV of capital costs for each service area are shown in Section 17. The summary of the capital charge calculations is shown in Table 7-3.

Table 7-3 Capital Charge Calculation for Water Supply

Service Area	PV of New ETs for pre-1996 assets @ 3%	PV of New ETs for post-1996 assets @ 5%	PV of capital cost for pre-1996 assets @ 3% (\$)	PV of capital cost for post-1996 assets @ 5% (\$)	Capital charge for pre-1996 assets per ET (\$)	Capital charge for post-1996 assets per ET (\$)	Capital charge per ET (\$)
Comboyne	15	12	0	413,338	0	34,259	34,259
Hastings	12,728	8,485	9,198,671	62,809,608	723	7,402	8,125
Long Flat	7	6	0	347,691	0	57,635	57,635
Telegraph Point	36	30	84,212	808,500	2,331	27,193	29,524

## 7.5 DSP Area

Table 7-4 shows the agglomeration of service areas into DSP areas of within 30% of the highest capital charge.

- The Comboyne and Telegraph Point service areas are agglomerated into a single DSP area (Area B) as the Telegraph Point charge is within 30% of the Comboyne capital charge.

Table 7-4 Agglomeration of Service Areas for Water Supply

DSP area	Service Area	Capital Charge (\$ per ET)	Percentage of highest capital charge DSP Area A	Percentage of highest capital charge DSP Area B	Percentage of highest capital charge DSP Area C
A	Long Flat	57,635	100%		
A	Comboyne	34,259	59%	100%	
A	Telegraph Point	29,524	51%	86%	
B	Hastings	8,125	14%	24%	100%

Weighted average capital charge for each DSP area is calculated by weighting by the PV of new ETs in each service areas. The calculation is shown in Table 7-5.

Table 7-5 Weighted Average Capital Charge for Water Supply

DSP area	Service area	Capital charge for each service area (\$ per ET)	New ETs in service area	PV of new ETs in service area	% of PV of new ETs in DSP area	Weighted component of the capital charge for each DSP area (\$ per ET)	Weighted capital charge for each DSP area (\$ per ET)
A	Long Flat	57,635	10	1	100.0%	57,635	57,635
A	Comboyne	34,259	20	1	28.9%	9,889	30,891
A	Telegraph Point	29,524	50	3	71.1%	21,001	30,891
B	Hastings	8,125	28,465	8,596	100.0%	8,125	8,125

Utility-wide weighted average capital charge: \$8,138 per ET

## 7.6 Reduction Amount

PMHC has adopted the NPV of Annual Bills method to calculate the Reduction Amount. This method involves calculation of the PV of the future net income, which is the difference between the revenue from annual bills, and annual OMA cost, projected for new development over the next 30 years. This is divided by the PV of the new ETs over 30 years to give the reduction amount. PMHC has a single tariff structure for all towns and villages. The reduction amount calculations are shown in Table 7-6.

The annual bill and OMA costs were obtained from Council's finance section for the 2022/2023 financial year (the most recent year for which data was available) and indexed to March 2024 dollars.

Annual bill at the commencement of the DSP	=	\$1,009	per ET
OMA Cost at the commencement of the DSP	=	\$916	per ET
Net income = Annual bill – OMA Cost	=	\$94	per ET

Table 7-6 Calculation of the Reduction Amount for Water Supply

Year	Total ETs	New ETs	Cumulative new ETs	Net income from new ETs (\$)
2023/24	40,088			
2024/25	40,733	645	645	\$60,375
2025/26	41,271	538	1,183	\$110,692
2026/27	41,783	512	1,695	\$158,611
2027/28	42,314	531	2,226	\$208,309
2028/29	42,813	499	2,725	\$255,012

Year	Total ETs	New ETs	Cumulative new ETs	Net income from new ETs (\$)
2029/30	43,376	563	3,288	\$307,748
2030/31	43,891	515	3,803	\$355,930
2031/32	44,404	513	4,316	\$403,933
2032/33	44,906	502	4,818	\$450,951
2033/34	45,426	520	5,338	\$499,646
2034/35	45,923	497	5,835	\$546,150
2035/36	46,428	504	6,340	\$593,361
2036/37	46,924	497	6,836	\$639,836
2037/38	47,414	490	7,326	\$685,673
2038/39	47,875	461	7,787	\$728,800
2039/40	48,374	499	8,286	\$775,492
2040/41	48,855	482	8,767	\$820,586
2041/42	49,320	465	9,232	\$864,103
2042/43	49,801	480	9,713	\$909,068
2043/44	50,277	477	10,189	\$953,680
2044/45	50,740	462	10,652	\$996,937
2045/46	51,210	471	11,122	\$1,040,986
2046/47	51,645	434	11,557	\$1,081,651
2047/48	52,071	427	11,983	\$1,121,578
2048/49	52,496	425	12,408	\$1,161,327
2049/50	52,951	454	12,862	\$1,203,866
2050/51	53,400	449	13,312	\$1,245,910
2051/52	53,848	448	13,760	\$1,287,880
2052/53	54,303	455	14,215	\$1,330,487
2053/54	54,763	459	14,674	\$1,373,458
PV of new ETs				8,147
PV of net income from new ETs (\$)				\$9,340,143
<b>Reduction amount per ET (\$)</b>				<b>\$1,146</b>

## 7.7 Cross-Subsidy

The cross-subsidy is the difference (%) between the annual bill with the calculated maximum developer charge and the proposed lower developer charge.

LWUs may elect to cap the developer charges for small villages to maintain affordability and to avoid 'stranded' assets in such villages. LWUs may also cap other developer charges to maintain affordability, subject to adopting a commercial developer charge which recovers a significant proportion of the capital cost of the infrastructure.

PMHC has considered the option of applying a cross subsidy to reduce the developer charges in the villages (Comboyne, Long Flat and Telegraph Point). The rationale for applying the cross subsidy is to maintain affordability in villages.

The cross-subsidy, resulting from capping of developer charges must be disclosed in the DSP, the utility's Annual Report, annual Operational Plan and in communication materials for consultation with stakeholders as noted above.

Two cross subsidy options were developed and examined as follows:

Option 1 – No cross subsidy – calculated maximum developer charge

Option 2 – Cross subsidy - to reduce the Comboyne, Long Flat and Telegraph Point charges – proposed.

A summary of the developer charges option and cross-subsidy is shown in Table 7-7.

*Table 7-7 Developer Charge Options and Cross-Subsidy for Water Supply*

DSP Area	Service Area	Capital Charge for Service Area (\$ per ET)	PV of new ETs over 30 years	Reduction Amount (\$ per ET)	Calculated Maximum Developer Charge (\$ per ET)	Proposed Developer Charge (\$ per ET)	Cross-subsidy to developer charge (\$ per ET)
<b>Option 1 - No Cross Subsidy</b>							
A	Long Flat	57,635	1	1,146	56,489	56,489	0
A	Comboyne	30,891	1	1,146	29,744	29,744	0
A	Telegraph Point	30,891	3	1,146	29,744	29,744	0
B	Hastings	8,125	8,596	1,146	6,979	6,979	0
<b>Option 2 – Cross Subsidy (proposed)</b>							
A	Long Flat	57,635	1	1,146	56,489	6,979	49,510
A	Comboyne	30,891	1	1,146	29,744	6,979	22,765
A	Telegraph Point	30,891	3	1,146	29,744	6,979	22,765
B	Hastings	8,125	8,596	1,146	6,979	6,979	0

The impact of the cross-subsidies on the annual water supply bill are summarised in Table 7-8 and shown in Figure 7-1.

*Table 7-8 Impact of Cross-subsidies on Annual Water Supply Bill*

Option	Required Annual Water Supply Bill per ET	Resulting Increase in Annual Water Supply Bill
1 – No cross subsidy	\$1,009.35	\$0
2 – Proposed cross subsidy	\$1,010.15	\$0.80



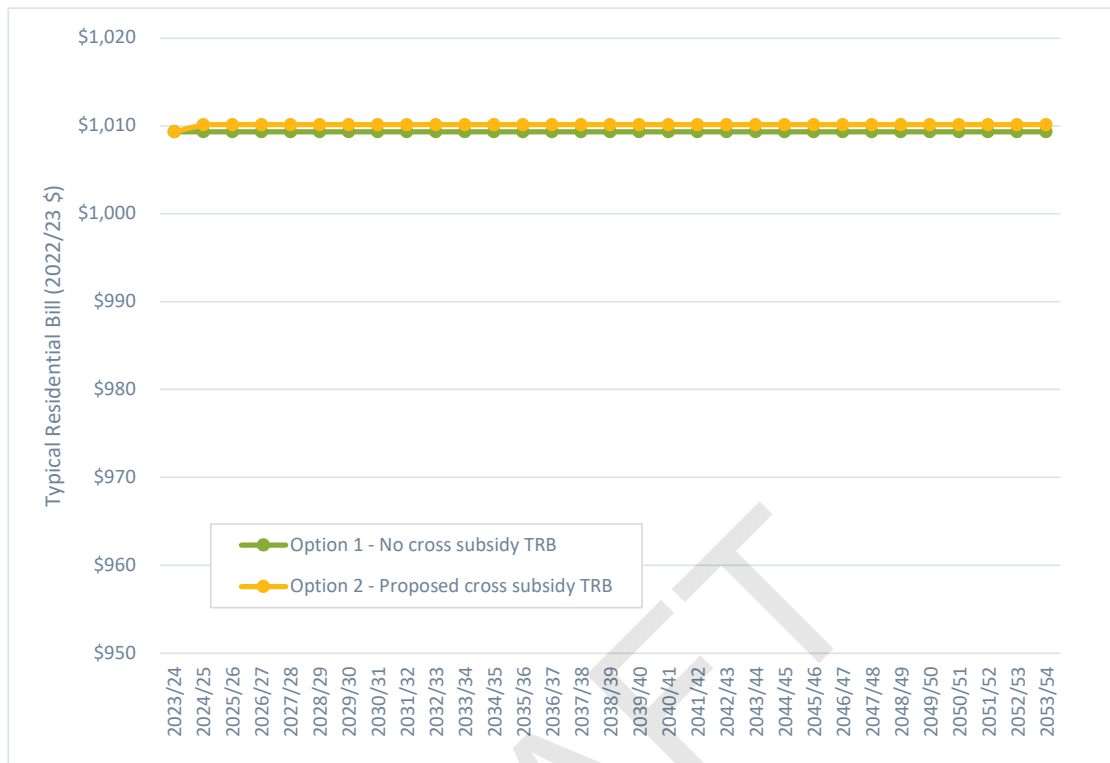


Figure 7-1 Impact of Developer Charges Option on TRB for Water Supply

## 8 Developer Charges Calculation – Wastewater/Sewerage

All new properties and properties with change in use which are subject to payment of sewerage charges are liable for payment of developer charges for sewerage. Vacant land that is intended for development or redevelopment may also be liable for developed charges. Further detail is provided in PMHC's Development Contributions Assessment Policy.

An ET is the basic unit to determine the loading that the development will place on the sewerage system. One ET represents the equivalent loading from a single, detached residential dwelling. PMHC has a Development Contributions Assessment Policy which provides a standard criteria to assess contributions for developments (both Section 64 and Section 7.11 (previously Section 94) contributions). Schedules 1& 2 of the Policy includes Water and Sewer ET for residential and non-residential developments.

Credit for existing use is applied in the calculation of the ET loadings, as the developer charges are levied for additional ET loading only. For example, the first lot in a residential subdivision is exempt from developer charges where the lot is already connected to the sewerage system. Properties not already levied for sewerage do not receive the one lot credit.

### 8.1 Summary

The developer charges for the area covered by this DSP document area are summarised in Table 8-1.

Table 8-1 Summary of Proposed Developer Charges for Sewerage

DSP Name	DSP Service Area	Capital Charge <sup>1</sup> (\$ per ET)	Reduction Amount (\$ per ET)	Calculated Maximum Developer Charge (\$ per ET)	Adopted Developer Charge (\$ per ET)
A	Long Flat	95,646	933	94,713	5,311
A	Comboyne	49,443	933	48,510	5,311
A	Telegraph Point	23,669	933	16,932	5,311
B	Bonny Hills	18,593	933	16,932	16,932
B	Camden Haven	16,797	933	16,932	16,932
C	Thrumster	15,914	933	14,981	14,981
D	Wauchope	9,672	933	8,739	8,739
E	Port Macquarie	6,244	933	5,311	5,311

1. Agglomerated capital charge

These amounts have been calculated based on the information presented in Sections 8.2 to 8.6.

## 8.2 Service Areas

The sewerage service areas and the basis of determining the service areas are as follows:

Service Area	Basis of Determining the Service Area
Port Macquarie	Area serviced by a separate sewage treatment works.
Thrumster	Area serviced by a separate sewage treatment works (proposed Thrumster WwTP). Note this includes the area that is currently part of the Port Macquarie WwTP catchment but will be diverted to the new Thrumster WwTP.
Bonny Hills	Area serviced by a separate sewage treatment works
Camden Haven	Area serviced by a separate sewage treatment works. Note this includes the area currently serviced by Kew/ Kendall WwTP due to planned diversion works.
Comboyne	Area serviced by a separate sewage treatment works.
Long Flat	Area serviced by a separate sewage treatment works.
Telegraph Point	Area serviced by a separate sewage treatment works.

## 8.3 Equivalent Tenements (ETs)

For each service area, the number of ETs to be served has been determined as the measured average dry weather flow (ADWF) at the WwTP divided by the volume of 1 ET. There was no data on the measured ADWF for Comboyne, Long Flat and Telegraph Point; the sewer ETs were assumed to be equal to the water supply ETs for these service areas. Future ETs were determined using projected growth rates for the PMHC LGA provided by REMPLAN. Historical ETs were determined using growth rates from Census data.

ET projections for each service area are shown in Table 8-2. The ETs in January 1996 are also provided.

Table 8-2 ET Projections for Sewerage

Year	Port Macquarie	Bonny Hills	Camden Haven	Comboyne	Long Flat	Telegraph Point	Thrumster	Wauchope
Jan 1996	12,389	1,945	4,067	65	32	154	4,380	1,936
2023/24	17,818	2,976	5,785	85	42	202	7,578	3,085
2024/25	17,934	3,016	5,822	85	42	202	7,864	3,124
2025/26	18,023	3,058	5,856	85	42	202	8,087	3,164
2026/27	18,112	3,103	5,890	85	43	203	8,303	3,193
2027/28	18,201	3,153	5,922	85	43	203	8,516	3,233
2028/29	18,293	3,207	5,956	85	43	203	8,713	3,263
2029/30	18,408	3,266	5,991	85	43	203	8,929	3,300
2030/31	18,515	3,325	6,029	85	43	203	9,127	3,325
2031/32	18,612	3,387	6,068	85	43	203	9,317	3,358

Year	Port Macquarie	Bonny Hills	Camden Haven	Comboyne	Long Flat	Telegraph Point	Thrumster	Wauchope
2032/33	18,716	3,453	6,109	85	43	203	9,504	3,380
2033/34	18,825	3,518	6,152	85	43	203	9,688	3,412
2034/35	18,932	3,580	6,193	85	43	203	9,869	3,437
2035/36	19,043	3,634	6,233	85	43	203	10,049	3,471
2036/37	19,162	3,686	6,272	85	43	203	10,229	3,499
2037/38	19,273	3,735	6,307	85	43	203	10,405	3,533
2038/39	19,387	3,780	6,338	85	43	203	10,575	3,560
2039/40	19,514	3,829	6,371	85	43	203	10,751	3,594
2040/41	19,636	3,880	6,402	85	43	203	10,926	3,621
2041/42	19,751	3,930	6,431	85	43	203	11,094	3,649
2042/43	19,876	3,981	6,467	85	43	203	11,263	3,676
2043/44	20,000	4,031	6,504	85	43	203	11,429	3,703
2044/45	20,116	4,082	6,543	85	43	203	11,590	3,729
2045/46	20,245	4,131	6,579	85	43	203	11,752	3,755
2046/47	20,360	4,181	6,617	85	43	203	11,898	3,778
2047/48	20,476	4,230	6,654	85	43	203	12,041	3,801
2048/49	20,597	4,278	6,692	85	43	202	12,180	3,822
2049/50	20,722	4,328	6,731	85	43	202	12,331	3,847
2050/51	20,848	4,378	6,768	85	42	202	12,481	3,871
2051/52	20,974	4,427	6,808	85	42	202	12,628	3,896
2052/53	21,106	4,478	6,845	85	42	202	12,777	3,921
2053/54	21,239	4,530	6,883	85	42	202	12,872	3,946

ET calculation details for each service area are shown in Section 14.

## 8.4 Capital Charge

The capital charge for each service area covered by this DSP document has been calculated using the NPV spreadsheet method.

Under the NPV spreadsheet method, the capital cost of relevant assets and projected ETs served in a service area are entered into a spreadsheet. These capital costs are only for the share of the asset capacity used in the service area. The PV of capital cost and the PV of new ETs are calculated, and the capital charge per ET is the PV of the capital cost divided by the PV of the ETs. A 3% discount rate was applied for pre-1996 infrastructure and a 5% discount rate was applied to post 1996 and future assets, in accordance with the DPI guidelines.

Calculation details for PV of ETs and PV of capital costs for each service area are shown in Section 17. The summary of the capital charge calculations is shown in Table 8-3.

Table 8-3 Capital Charge Calculation for Sewerage

Service Area	PV of New ETs for pre-1996 assets @ 3%	PV of New ETs for post-1996 assets @ 5%	PV of capital cost for pre-1996 assets @ 3% (\$)	PV of capital cost for post-1996 assets @ 5% (\$)	Capital charge for pre-1996 assets per ET (\$)	Capital charge for post-1996 assets per ET (\$)	Capital charge per ET (\$)
Bonny Hills	1,072	689	754,130	12,318,930	704	17,889	18,593
Camden Haven	1,432	1,028	173,812	17,144,029	121	16,676	16,797
Comboyne	15	12	0	596,547	0	49,443	49,443
Long Flat	7	6	0	576,996	0	95,646	95,646
Port Macquarie	4,469	3,202	958,764	19,309,455	215	6,030	6,244
Telegraph Point	35	29	0	680,036	0	23,669	23,669
Thrumster	3,404	2,092	60,267	33,250,148	18	15,897	15,914
Wauchope	950	645	541,980	5,872,965	570	9,102	9,672

## 8.5 DSP Area

Table 8-4 shows the agglomeration of service areas into DSP areas of within 30% of the highest capital charge.

- The Telegraph Point, Bonny Hills and Camden Haven service areas are agglomerated into a single DSP area (Area C) as the charges are within 30% of the Telegraph Point charge.



Table 8-4 Agglomeration of Service Areas for Sewerage

DSP Area	Service Area	Capital Charge (\$ per ET)	Percentage of highest capital charge DSP Area A	Percentage of highest capital charge DSP Area B	Percentage of highest capital charge DSP Area C	Percentage of highest capital charge DSP Area D	Percentage of highest capital charge DSP Area E	Percentage of highest capital charge DSP Area F
A	Long Flat	95,646	100%					
B	Comboyne	49,443	52%	100%				
C	Telegraph Point	23,669	25%	48%	100%			
C	Bonny Hills	18,593	19%	38%	79%			
C	Camden Haven	16,797	18%	34%	71%			
D	Thrumster	15,914	17%	32%	67%	100%		
E	Wauchope	9,672	10%	20%	41%	61%	100%	
F	Port Macquarie	6,244	7%	13%	26%	39%	65%	100%

Weighted average capital charge for each DSP area is calculated by weighting by the PV of new ETs in each service areas. The calculation is shown in Table 8-5.

Table 8-5 Weighted Average Capital Charge for Sewerage

DSP area	Service area	Capital charge for each service area (\$ per ET)	New ETs in service area	PV of new ETs in service area	% of PV of new ETs in DSP area	Weighted component of the capital charge for each DSP area (\$ per ET)	Weighted capital charge for each DSP area (\$ per ET)
A	Long Flat	95,646	10	1	100.0%	95,646	95,646
B	Comboyne	49,443	20	1	100.0%	49,443	49,443
C	Telegraph Point	23,669	48	2	0.2%	41	17,865
C	Bonny Hills	18,593	2,585	837	58.8%	10,927	17,865
C	Camden Haven	16,797	2,816	585	41.1%	6,897	17,865
D	Thrumster	15,914	8,492	3,310	100.0%	15,914	15,914
E	Wauchope	9,672	2,010	521	100.0%	9,672	9,672
F	Port Macquarie	6,244	8,851	1,841	100.0%	6,244	6,244

Utility-wide weighted average capital charge: \$ 13,350 per ET

## 8.6 Reduction Amount

PMHC has adopted the NPV of Annual Bills method to calculate the Reduction Amount. This method involves calculation of the PV of the future net income, which is the difference between the revenue from annual bills, and annual OMA cost, projected for new development over the next 30 years. This is divided by the PV of the new ETs over 30 years to give the reduction amount. PMHC has a single tariff structure for all towns and villages. The reduction amount calculations are shown in Table 8-6. The annual bill and OMA costs were obtained from Council's finance section for the 2022/2023 financial year (the most recent year for which data was available) and indexed to March 2024 dollars.

Annual bill at the commencement of the DSP	=	\$1,041	per ET
OMA Cost at the commencement of the DSP	=	\$965	per ET
Net income = Annual bill – OMA cost	=	\$77	per ET

Table 8-6 Calculation of the Reduction Amount for Sewerage

Year	Total ETs	New ETs	Cumulative new ETs	Net income from new ETs (\$)
2023/24	37,571			
2024/25	38,089	518	518	\$39,637
2025/26	38,517	428	946	\$72,434
2026/27	38,931	414	1,360	\$104,146
2027/28	39,356	425	1,785	\$136,679
2028/29	39,762	406	2,191	\$167,785
2029/30	40,224	462	2,653	\$203,141
2030/31	40,652	428	3,081	\$235,906
2031/32	41,072	421	3,501	\$268,116
2032/33	41,493	421	3,922	\$300,321
2033/34	41,926	433	4,354	\$333,460
2034/35	42,342	416	4,771	\$365,343
2035/36	42,761	419	5,189	\$397,396
2036/37	43,179	418	5,608	\$429,428
2037/38	43,585	406	6,014	\$460,514
2038/39	43,971	387	6,400	\$490,121
2039/40	44,390	418	6,819	\$522,154
2040/41	44,796	406	7,224	\$553,237
2041/42	45,185	390	7,614	\$583,076
2042/43	45,593	408	8,022	\$614,314
2043/44	45,998	405	8,427	\$645,343
2044/45	46,390	392	8,819	\$675,331
2045/46	46,792	402	9,221	\$706,139
2046/47	47,165	372	9,594	\$734,655
2047/48	47,532	367	9,960	\$762,749
2048/49	47,899	368	10,328	\$790,893
2049/50	48,290	391	10,719	\$820,812
2050/51	48,677	387	11,105	\$850,426
2051/52	49,063	387	11,492	\$880,028
2052/53	49,457	394	11,886	\$910,176

Year	Total ETs	New ETs	Cumulative new ETs	Net income from new ETs (\$)
2053/54	49,799	343	12,228	\$936,407
PV of new ETs				6,741
PV of net income from new ETs (\$)				\$6,289,972
Reduction amount per ET (\$)				\$933

## 8.7 Cross-Subsidy

The cross-subsidy is the difference (%) between the annual bill with the calculated maximum developer charge and the proposed lower developer charge.

LWUs may elect to cap the developer charges for small villages to maintain affordability and to avoid 'stranded' assets in such villages. LWUs may also cap other developer charges to maintain affordability, subject to adopting a commercial developer charge which recovers a significant proportion of the capital cost of the infrastructure. PMHC has considered a cross subsidy option to reduce the developer charges in the villages (Comboyne, Long Flat and Telegraph Point) to be the same as the calculated charge for Port Macquarie (i.e the lowest calculated charge). The rationale for applying the cross subsidy is to maintain affordability in the villages.

The cross-subsidy, resulting from capping of developer charges must be disclosed in the DSP, the utility's Annual Report, annual Operational Plan and in communication materials for consultation with stakeholders as noted above.

Three options were developed and examined as follows:

Option 1 – No cross subsidy – calculated maximum developer charge

Option 2 – Cross subsidy - to reduce the Comboyne, Long Flat and Telegraph Point charges – proposed

A summary of the developer charges option and cross-subsidy is shown in Table 8-7.

Table 8-7 Developer Charge Options and Cross-Subsidy for Sewerage

DSP Area	Service Area	Capital Charge for Service Area (\$ per ET)	PV of new ETs over 30 years	Reduction Amount (\$ per ET)	Calculated Maximum Developer Charge (\$ per ET)	Proposed Developer Charge (\$ per ET)	Cross-subsidy to developer charge (\$ per ET)
<b>Option 1 - No Cross Subsidy</b>							
A	Long Flat	95,646	1	933	94,713	94,713	0
B	Comboyne	49,443	1	933	48,510	48,510	0
C	Telegraph Point	23,669	2	933	16,932	16,932	0
C	Bonny Hills	18,593	837	933	16,932	16,932	0
C	Camden Haven	16,797	585	933	16,932	16,932	0
D	Thrumster	15,914	3,310	933	14,981	14,981	0
E	Wauchope	9,672	521	933	8,739	8,739	0
F	Port Macquarie	6,244	1,841	933	5,311	5,311	0
<b>Option 2 – Cross Subsidy (proposed)</b>							
A	Bonny Hills	18,593	837	933	16,932	16,932	0
A	Camden Haven	16,797	585	933	16,932	16,932	0
B	Thrumster	15,914	3,310	933	14,981	14,981	0
C	Wauchope	9,672	521	933	8,739	8,739	0
D	Long Flat	95,646	1	933	94,713	5,311	89,402
D	Comboyne	49,443	1	933	48,510	5,311	43,199
D	Telegraph Point	23,669	2	933	16,837	5,311	11,526
D	Port Macquarie	6,244	1,841	933	5,311	5,311	0

The impact of the cross-subsidies on the annual sewerage bill are summarised in Table 8-8 and shown in Figure 8-1.

Table 8-8 Impact of Cross-subsidies on Annual Sewerage Bill

Option	Required Annual Sewerage Bill per ET	Resulting Increase in Annual Sewerage Bill
1 – No cross subsidy	\$1,041.19	\$0
2 – Proposed cross subsidy to villages	\$1,042.11	\$0.92

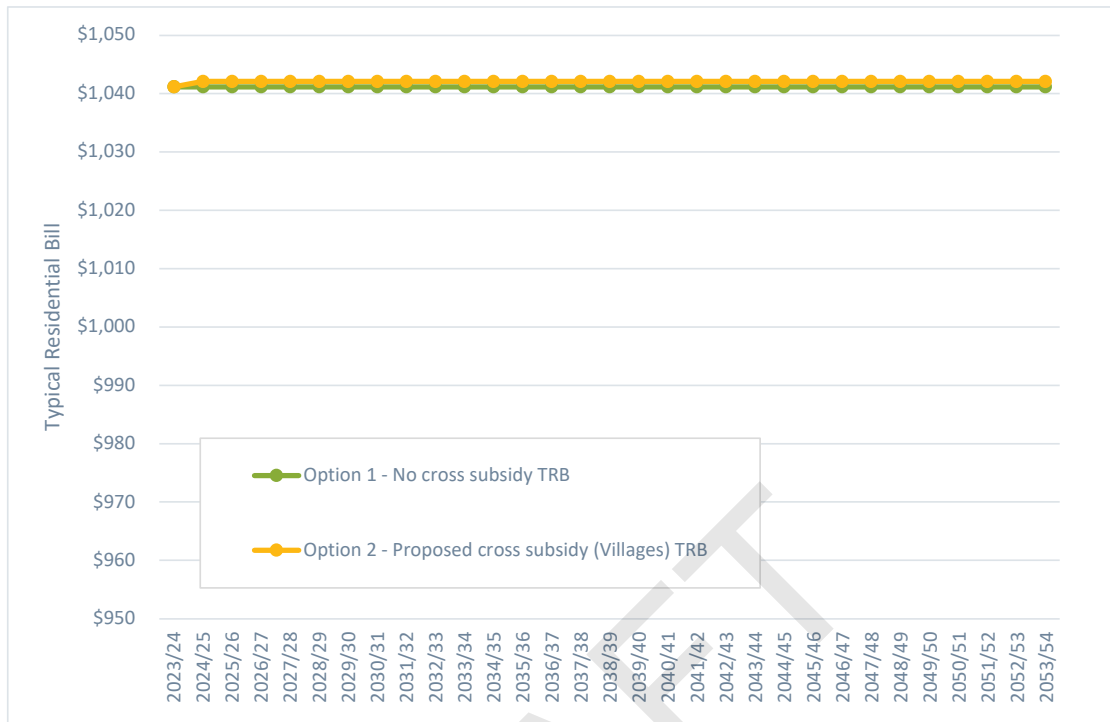


Figure 8-1 Impact of Developer Charges Option on TRB for Sewerage



## 9 Reviewing/ Updating of Developer Charges

Developer charges will be adjusted quarterly in line with movements in the CPI for Sydney all groups, excluding the impact of GST.

Developer charges will be reviewed by Council after a period of 4 to 8 years.

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## 10 Background Document

A background document containing all the critical data including calculation models behind each DSP is available from Council on request. The contact details are below:

Group Manager - Planning and Design, Community Utilities

Port Macquarie Hastings Council

Ph: 02 6581 8111

Email: [Council@pmhc.nsw.gov.au](mailto:Council@pmhc.nsw.gov.au)

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## 11 Other DSPs and Related Contribution Plans

Other Development Contribution Plans are available on PMHC's website:

[Development contributions Port Macquarie Hastings Council \(nsw.gov.au\)](https://www.nsw.gov.au/development-contributions-port-macquarie-hastings-council)

This DSP replaces previous DSPs for water supply and sewerage.

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## 12 Glossary

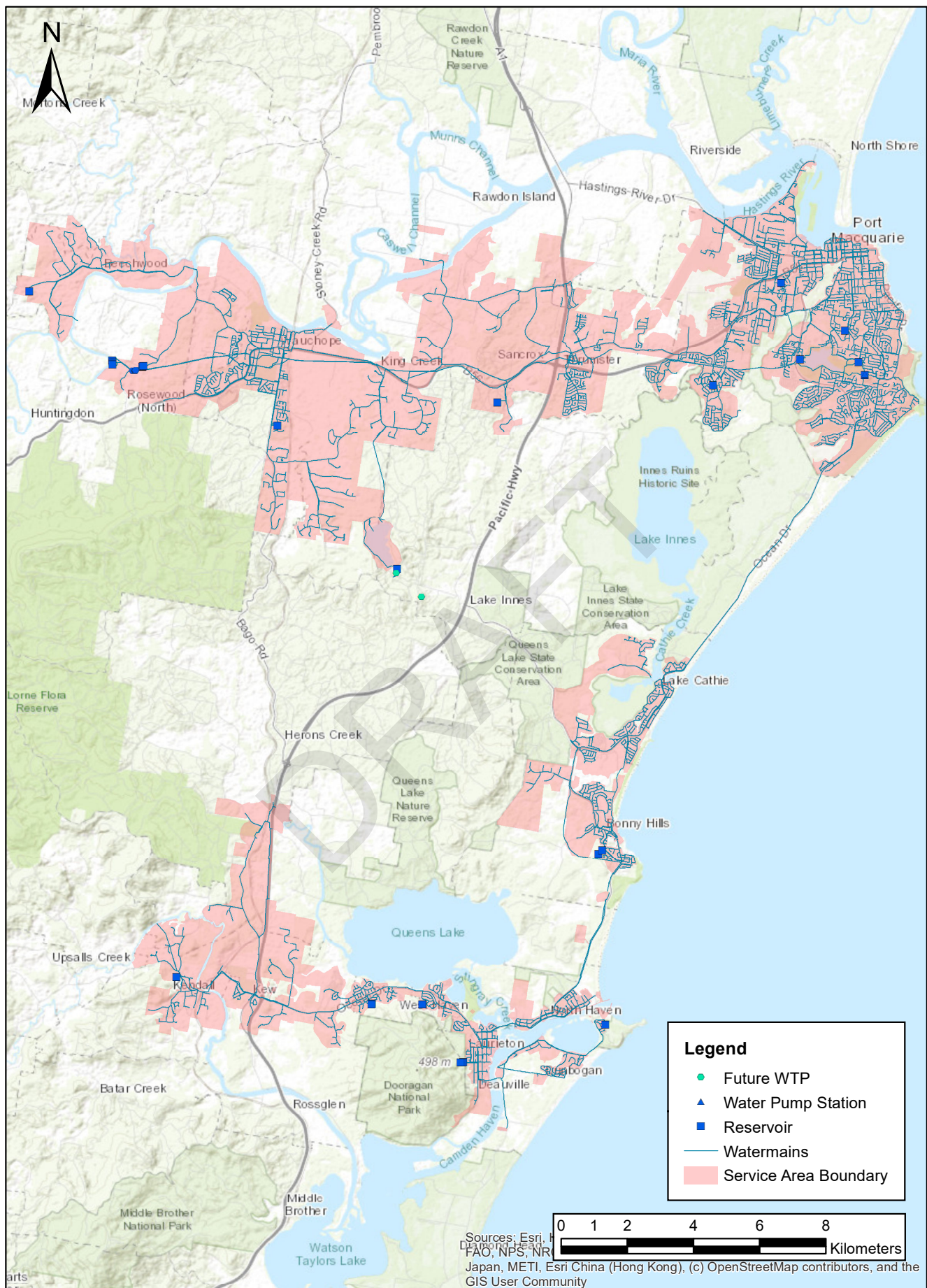
Annual Bill	LWU's annual water supply or sewerage bill for an annual demand of 1 ET.
Asset	An asset (or part of an asset) including land and headworks assets that directly provides, or will provide, the developer services to developments within the DSP area for which the Developer Charge is payable
ADWF	Average dry weather flow. One of the design parameters for flow in sewers.
Capital Cost	The Present Value (MEERA basis) of all expenditure on assets used to service the development.
Capital Charge	Capital cost of assets per ET adjusted for commercial return on investment (ROI).
CPI	Consumer price index.
Developer Charge (DC)	Charge levied on developers to recover part of the capital cost incurred in providing infrastructure to new development.
Development Area	See DSP area.
Discount Rate	The rate used to calculate the present value of money arising in the future.
DSP	Development Servicing Plan
DSP area	That part of a water utility's area covered by a particular Development Servicing Plan. Also referred to as Development Area.
EP	Equivalent Persons (or equivalent population). Used as a design parameter for loadings of sewage treatment works.
ET	Equivalent tenement. The annual demand a detached residential dwelling will place on the infrastructure in terms of the water consumption or sewage discharge.
GST	Goods and services tax.
Headworks	Significant assets at the top end of the water systems or the bottom end of the wastewater and stormwater system. For example water headworks may comprise a system of storage reservoirs, water treatment works and major supply conduits.
IPART	The NSW Independent Pricing and Regulatory Tribunal.
kL	Kilolitre (1,000 litres).
LGSA	Local Government and Shires Associations.
LWU	Local water utility (NSW). Excludes Sydney Water Corporation, Hunter Water Corporation, Gosford Council, Wyong Council, Essential Water and Fish River Water Supply.
MEERA	Modern Engineering Equivalent Replacement Asset. An asset value calculated on the basis that the asset is constructed at the time of valuation in accordance with modern engineering practice and the most economically viable technologies, which provides similar utility functions to the existing asset in service.
ML	Megalitre (1,000,000 litres, or 1,000 kilolitres).
Net income	Annual bill minus OMA cost per ET.
NPV	Net present value means the difference between the Present Value of a revenue stream and the Present Value of a cost stream.
OMA	Operation, maintenance and administration (cost).

Operating cost	In relation to a DSP is the operation, maintenance and administration cost (excluding depreciation and interest) of a LWU in providing Customer services to a DSP area.
PMHC	Port Macquarie Hastings Council
Post 1996 Asset	An asset that was commissioned by a LWU on or after 1 January 1996 or that is yet to be commissioned.
Pre 1996 Asset	An asset that was commissioned by a LWU before 1 January 1996.
PV	Present value. The current value of future money or ETs.
PWWF	Peak wet weather flow. One of the design parameters of flow in sewers.
Real Terms	The value of a variable adjusted for inflation by a CPI adjustment
Reduction Amount	The amount by which the capital charge is reduced to arrive at the developer charge. This amount reflects the capital contribution that will be paid by the occupier of a development as part of future annual bills.
ROI	Return on investment. Represents the income that is, or could be, generated by investing money.
Service Area	An area serviced by a separate water supply system, an area served by a separate STW, a separate small townThree Villages or village, or a new development of over 500 ETs.
STP	Sewage treatment plant
TRB	Typical residential bill, which is the principal indicator of the overall cost of a water supply or sewerage system and is the bill paid by a residential customer using the utility's average annual residential water supplied per connected property.
WTP	Water treatment plant.



## 13 Plans

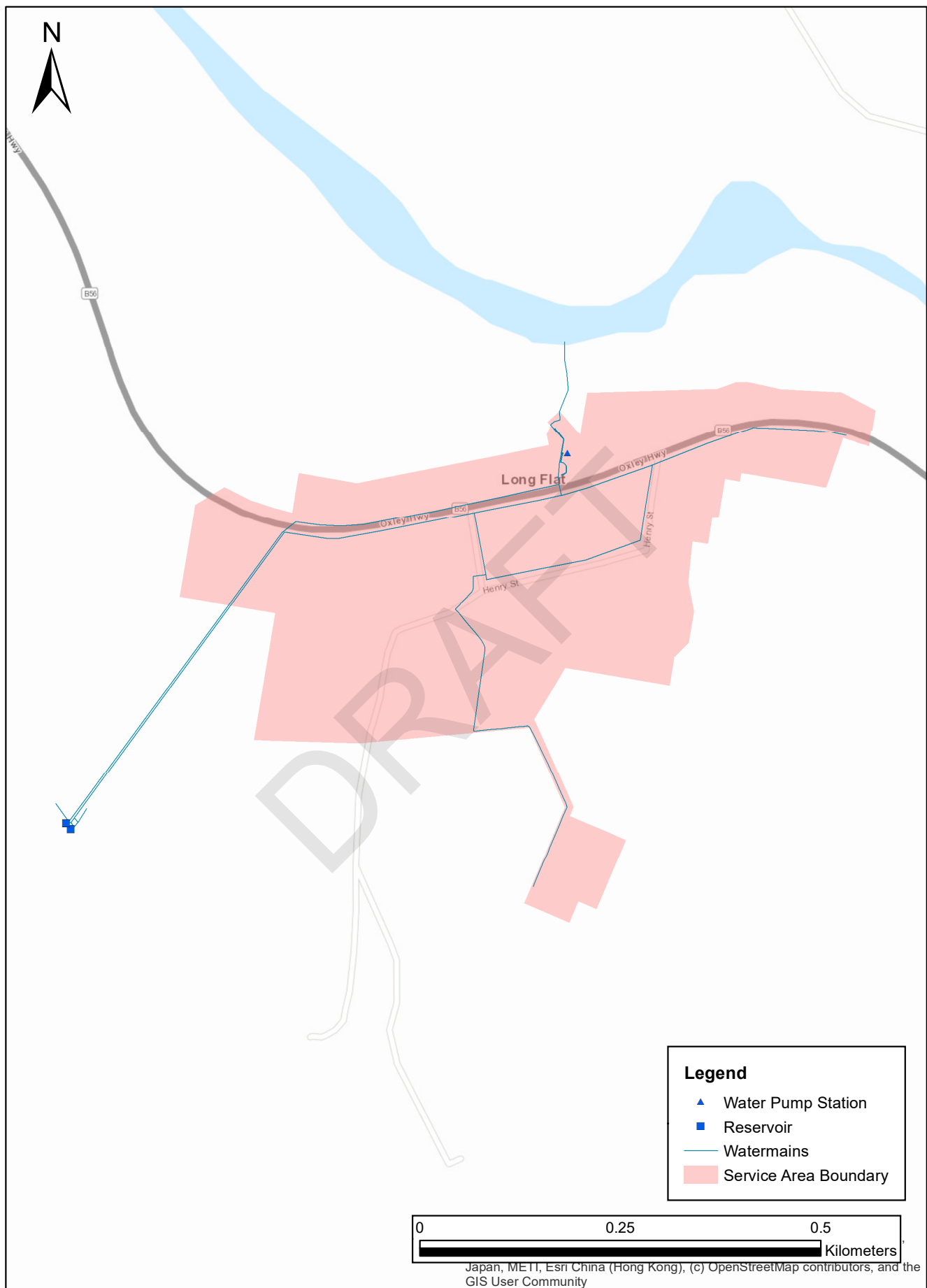
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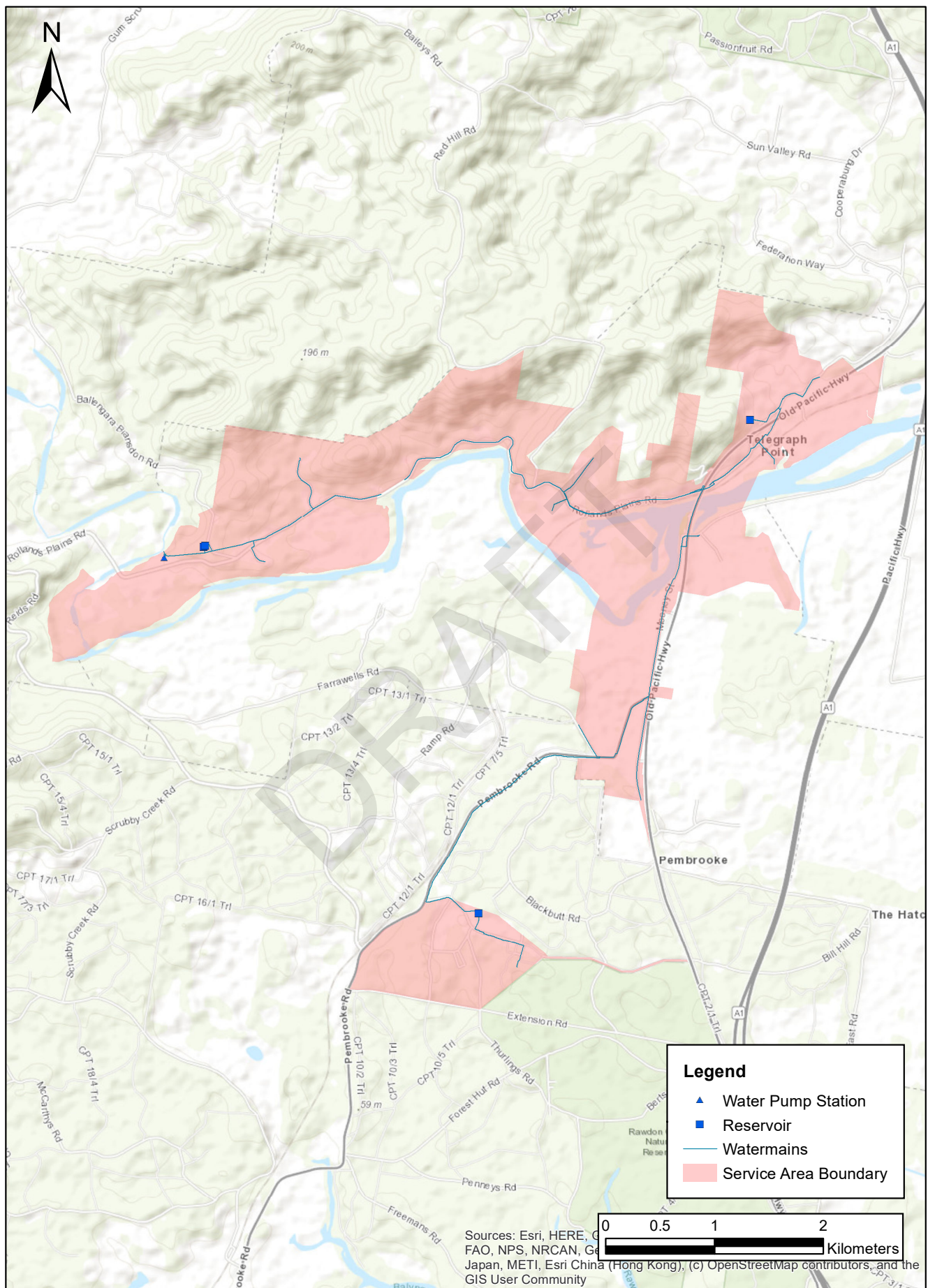
Plan 1 - Hastings Water Supply Service Area





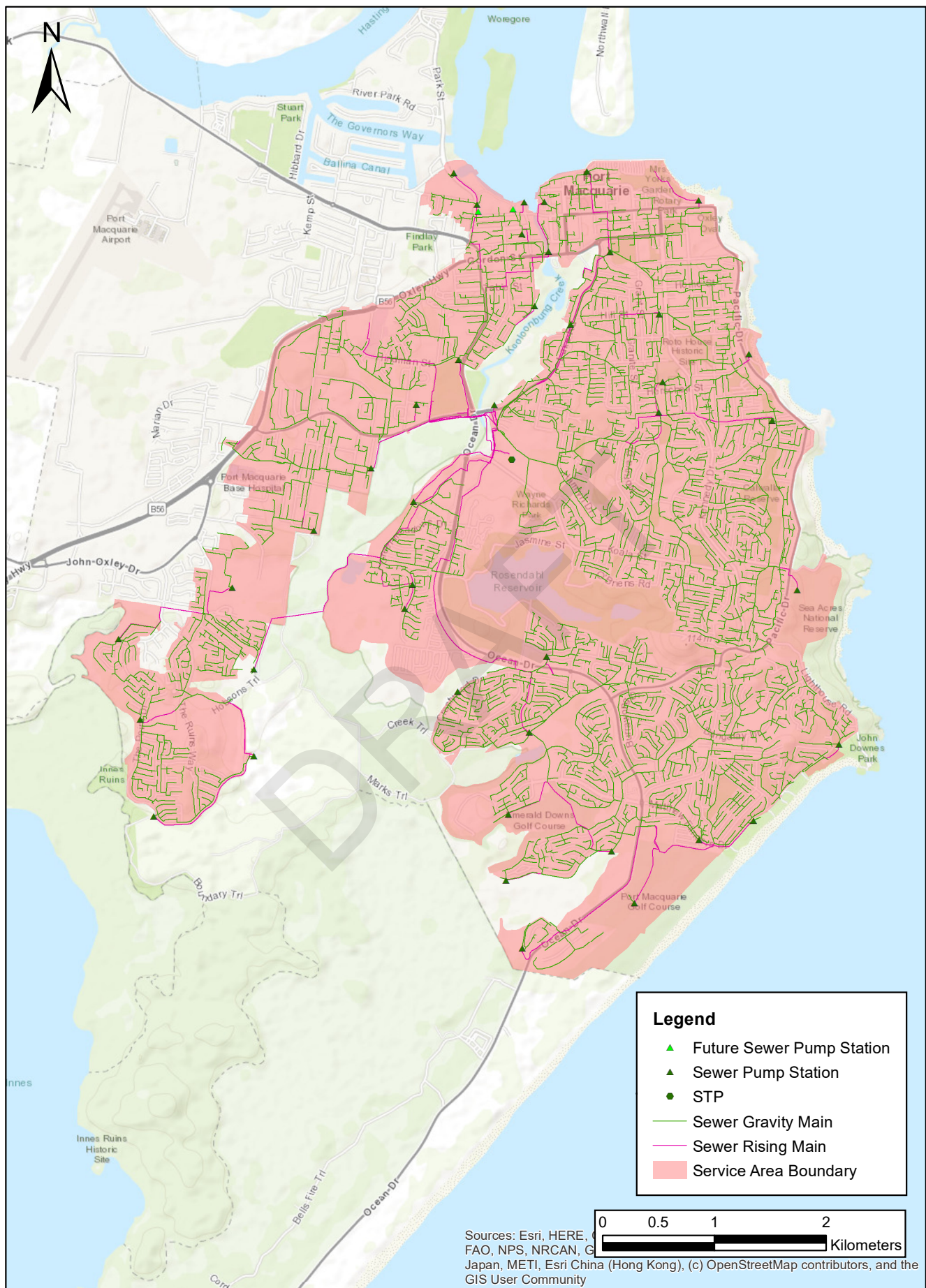


Plan 3 - Long Flat Water Supply Service Area

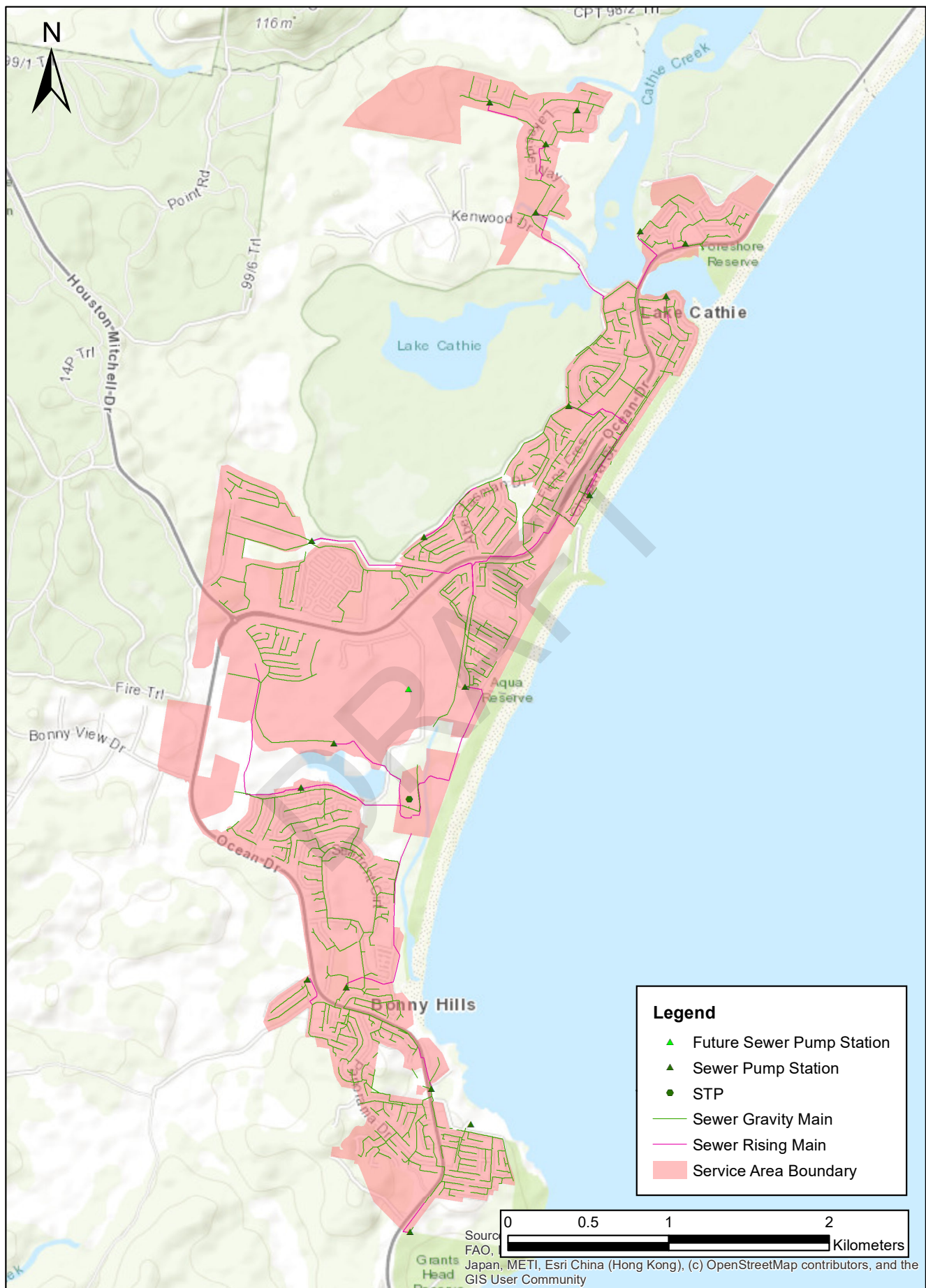


Plan 4 - Telegraph Point Water Supply Service Area



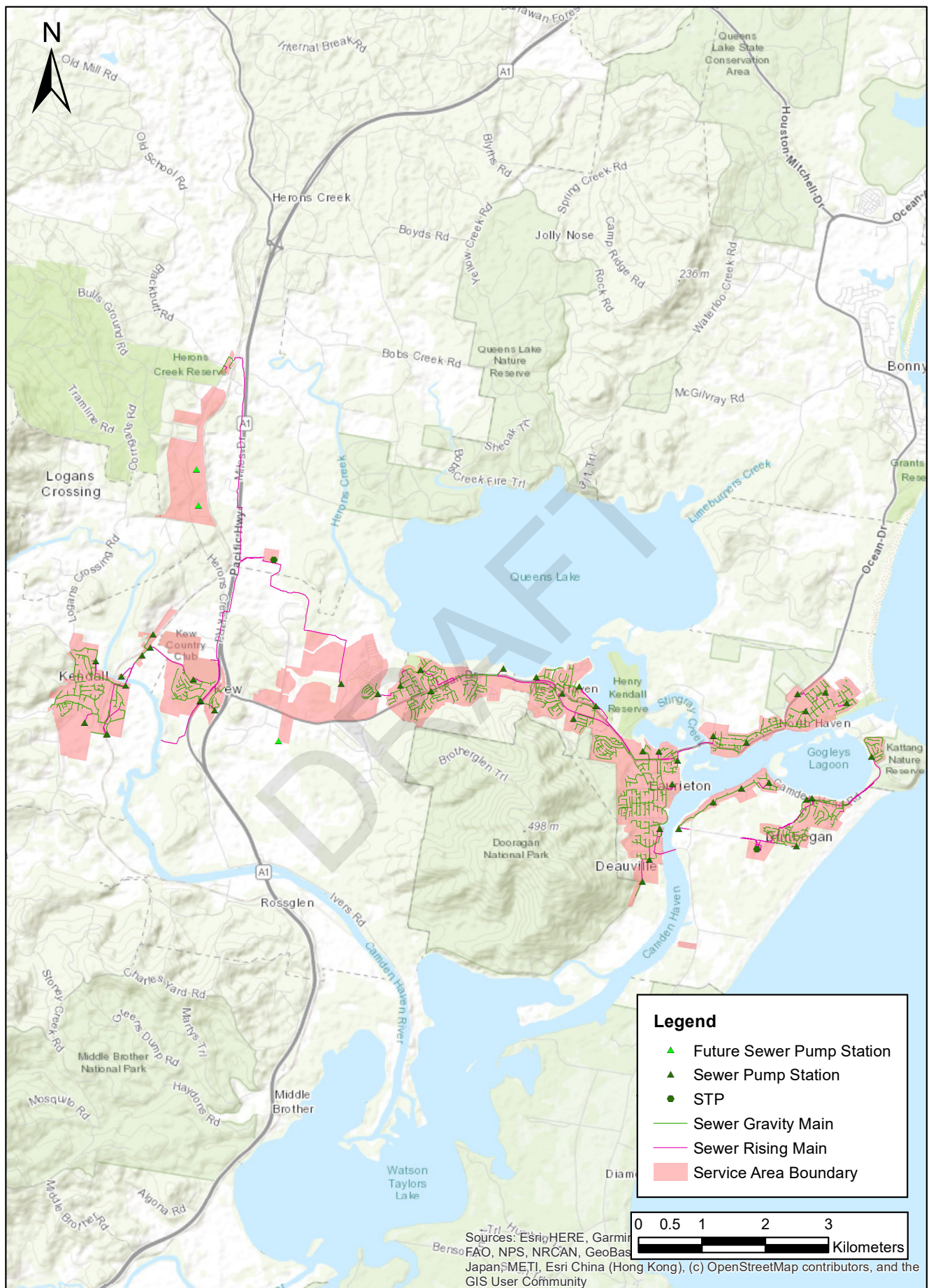


Plan 5 - Port Macquarie Sewerage Service Area

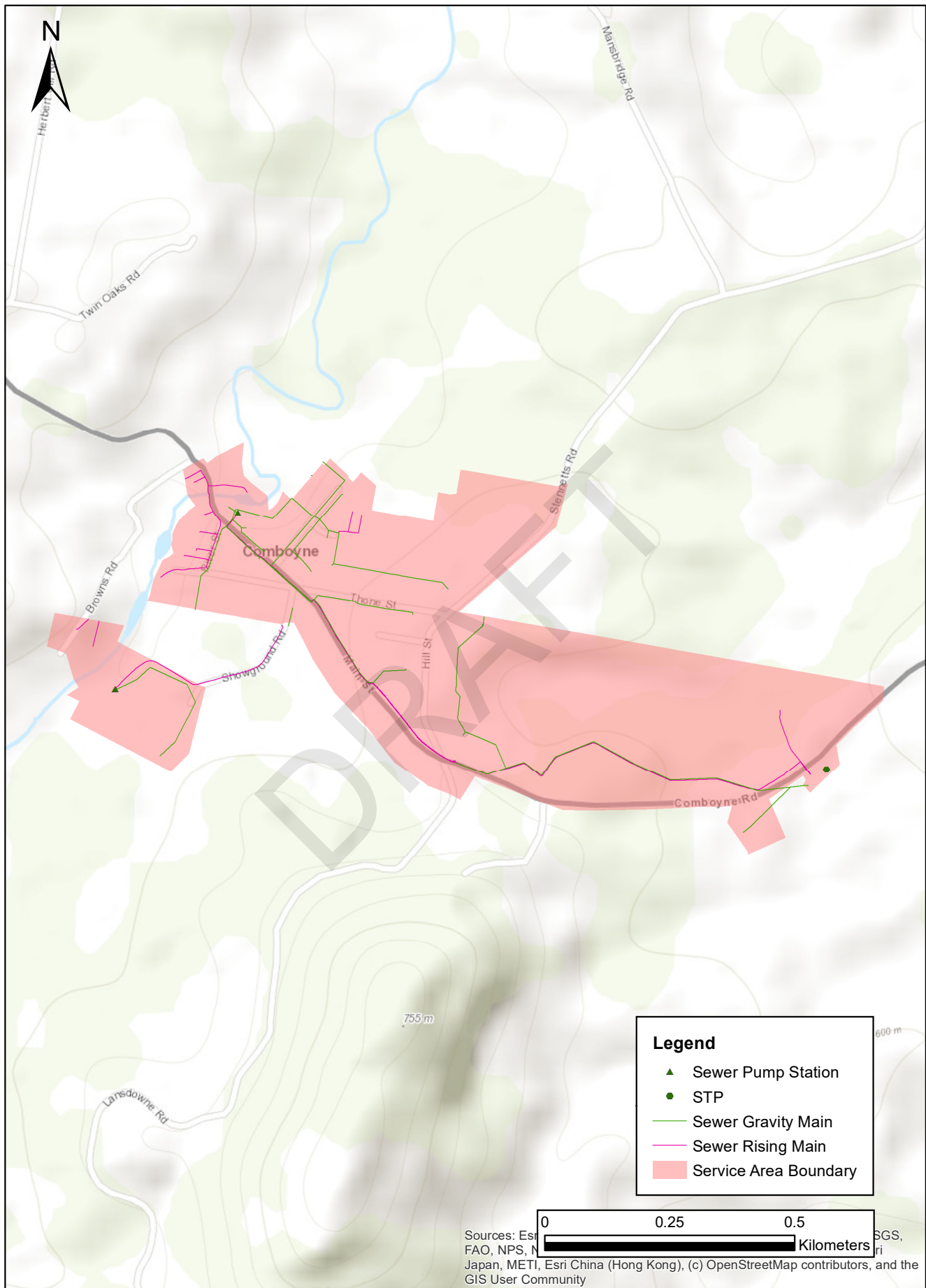


Plan 6 - Bonny Hills Sewerage Service Area

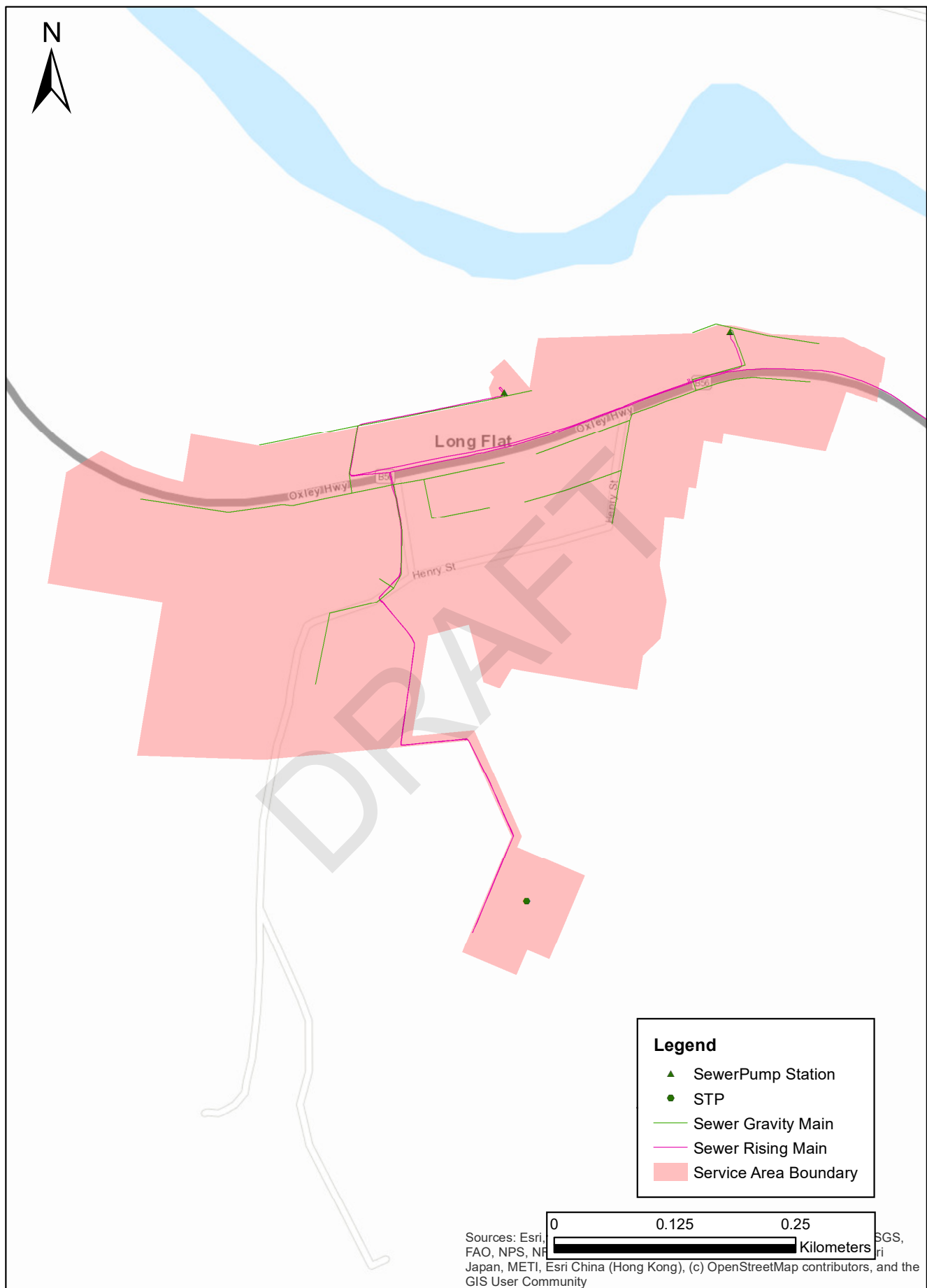




Plan 7 - Camden Haven (Including Kew Kendall) Sewerage Service Area

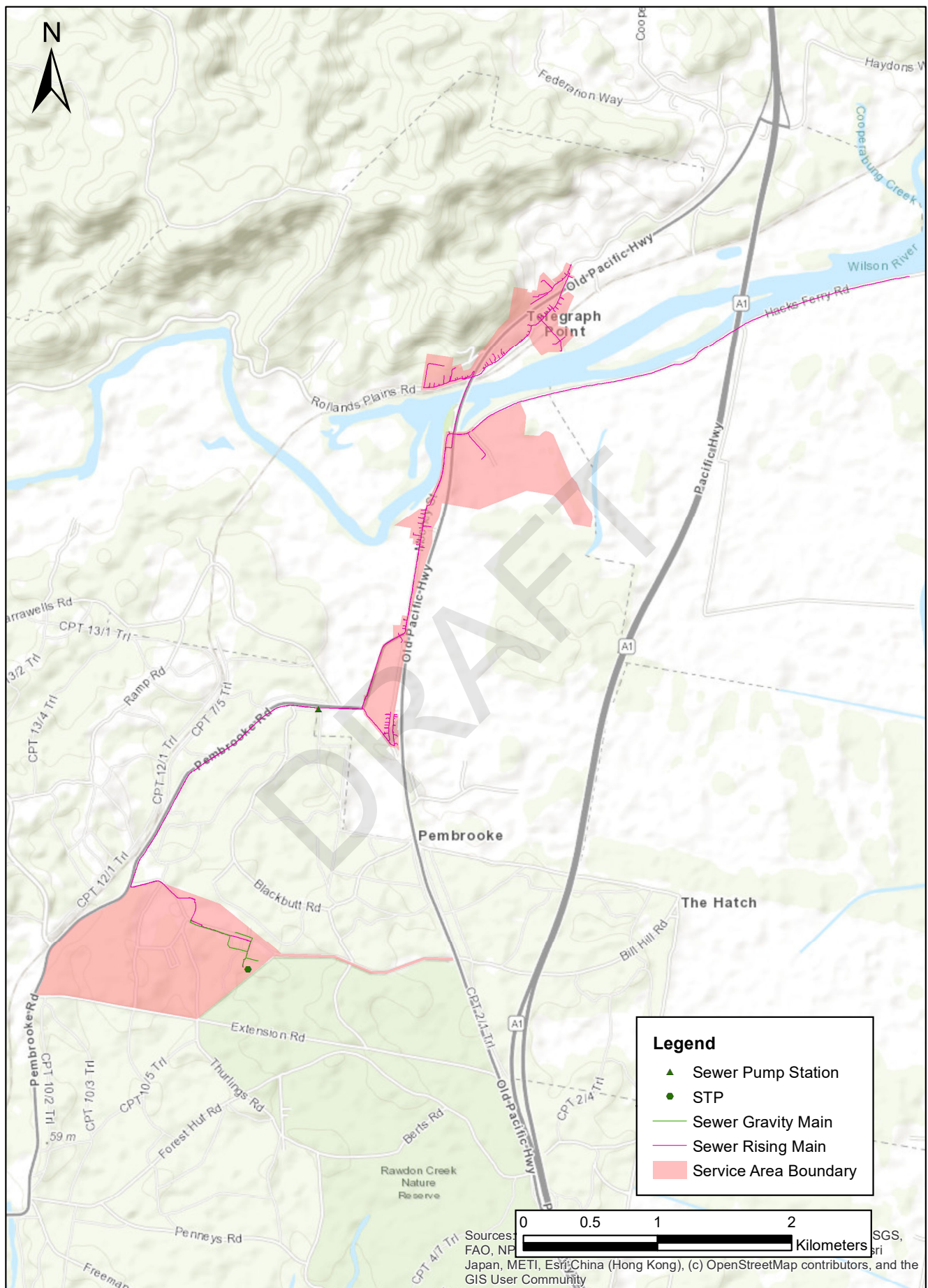


Plan 8 - Comboyne Sewerage Service Area



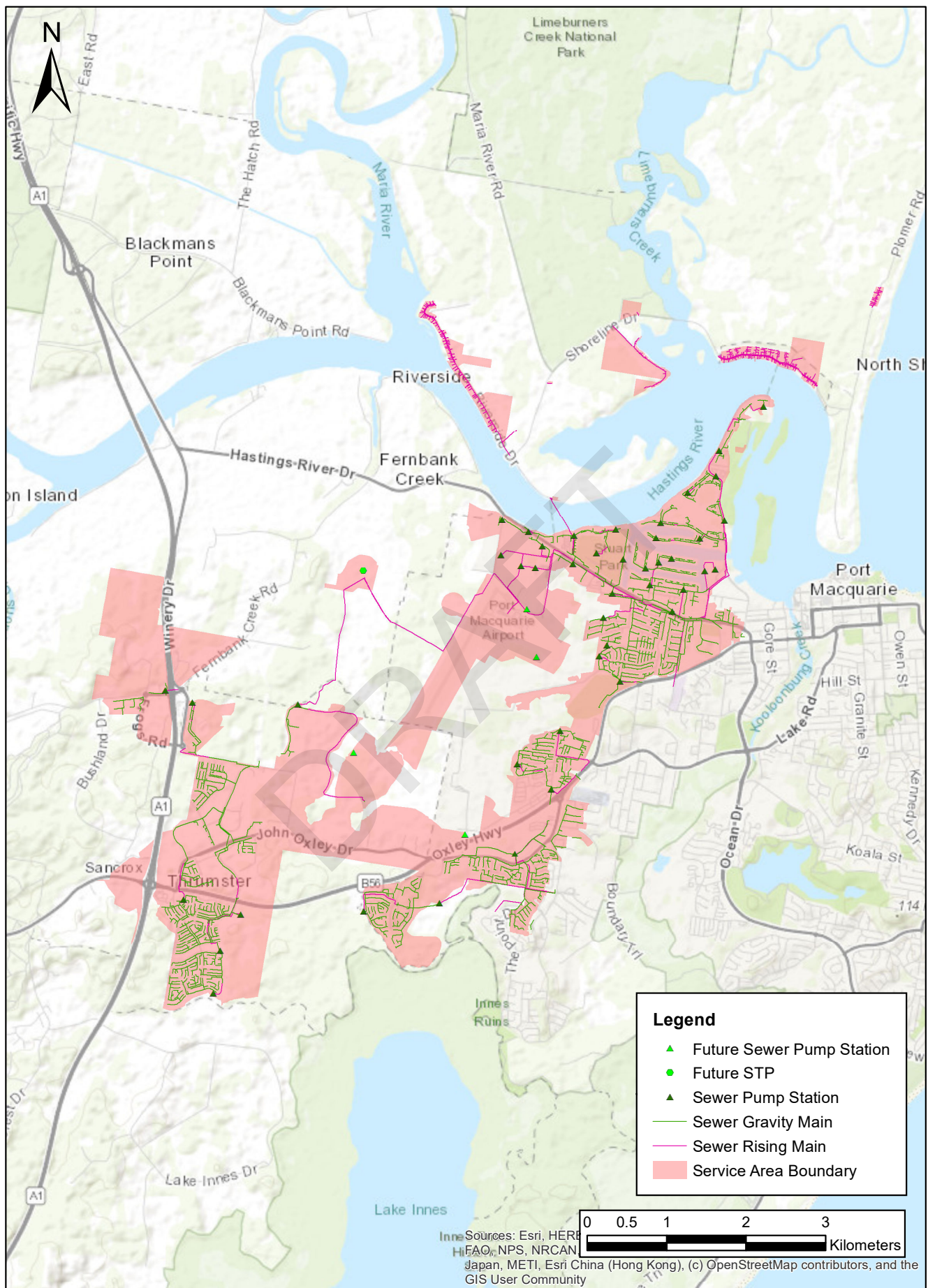
Plan 9 - Long Flat Sewerage Service Area





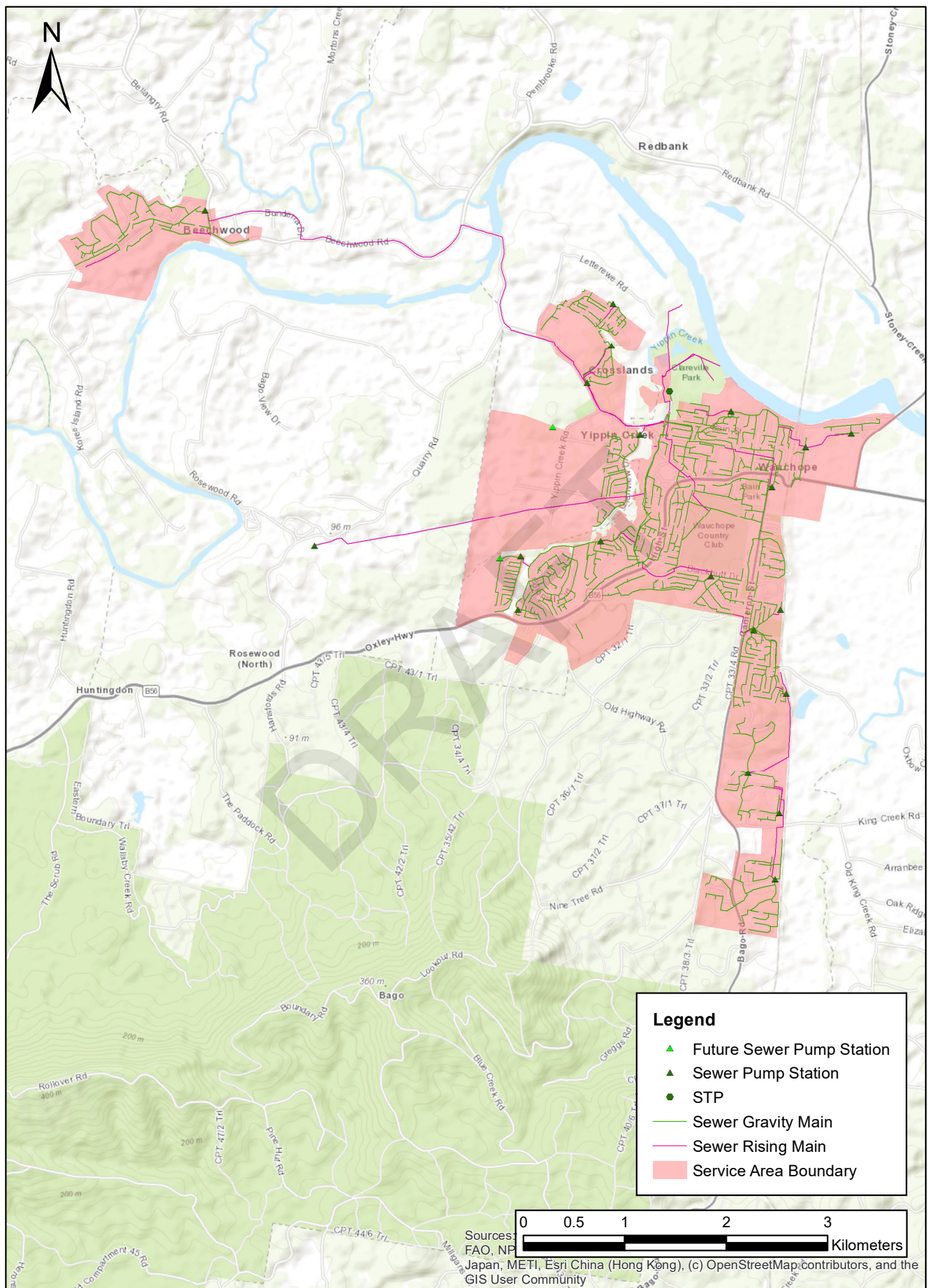
Plan 10 - Telegraph Point Sewerage Service Area





Plan 11 - Thrumster Sewerage Service Area





Plan 12 - Wauchope Sewerage Service Area

## 14 Calculation of ETs

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Water Supply - Equivalent Tenement Estimates

Service Area	2021/22 ET		ET Uptake 1995/96 - 2053/54	Total ET 2053/54
Comboyne	84	Comboyne	20	85
Hastings	38,414	Hastings	28,465	54,426
Long Flat	42	Long Flat	10	42
Telegraph Point	207	Telegraph Poin	50	209

Data sources:  
Existing ET calculated from historical water consumption - file "2021 DSP Water Consumption Summary (13 Oct 2023).xlsx". Used 2021/22 data for calculation year  
Historical growth rates from Census data - file "24.03.15 - Historic Census Populations on PMHC Small Areas.xlsx", received via email from David Troemel 15/03/2024  
Future growth rates from REMPLAN - file "REMPLAN Forecast Summary (20 Feb 2004.xlsx)", received via email from David Troemel 4/3/2024

	Hastings			Long Flat			Telegraph Point			Comboyne		
Year	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)
1995/96	1.30%	25,961		1.30%	32		1.30%	159		1.30%	65	
1996/97	1.30%	26,299	338	1.30%	33	0	1.30%	162	2	1.30%	66	1
1997/98	1.30%	26,641	342	1.30%	33	0	1.30%	164	2	1.30%	66	1
1998/99	1.30%	26,988	347	1.30%	34	0	1.30%	166	2	1.30%	67	1
1999/00	1.30%	27,339	351	1.30%	34	0	1.30%	168	2	1.30%	68	1
2000/01	1.30%	27,695	356	1.30%	35	0	1.30%	170	2	1.30%	69	1
2001/02	1.30%	28,055	360	1.30%	35	0	1.30%	172	2	1.30%	70	1
2002/03	1.30%	28,420	365	1.30%	35	0	1.30%	175	2	1.30%	71	1
2003/04	1.30%	28,790	370	1.30%	36	0	1.30%	177	2	1.30%	72	1
2004/05	1.30%	29,165	375	1.30%	36	0	1.30%	179	2	1.30%	73	1
2005/06	1.30%	29,544	380	1.30%	37	0	1.30%	181	2	1.30%	74	1
2006/07	1.25%	29,929	384	1.25%	37	0	1.25%	184	2	1.25%	75	1
2007/08	1.25%	30,302	373	1.25%	38	0	1.25%	186	2	1.25%	76	1
2008/09	1.25%	30,679	378	1.25%	38	0	1.25%	188	2	1.25%	76	1
2009/10	1.25%	31,062	382	1.25%	39	0	1.25%	191	2	1.25%	77	1
2010/11	1.25%	31,449	387	1.25%	39	0	1.25%	193	2	1.25%	78	1
2011/12	1.61%	31,841	392	1.46%	40	0	1.46%	196	2	1.46%	79	1
2012/13	1.61%	32,354	514	1.46%	40	1	1.46%	198	3	1.46%	81	1
2013/14	1.61%	32,877	522	1.46%	41	1	1.46%	201	3	1.46%	82	1
2014/15	1.61%	33,407	531	1.46%	41	1	1.46%	204	3	1.46%	83	1
2015/16	1.61%	33,946	539	1.46%	42	1	1.46%	207	3	1.46%	84	1
2016/17	2.18%	34,494	548	-0.31%	43	1	-0.31%	210	3	-0.31%	85	1
2017/18	2.18%	35,245	751	-0.31%	43	0	-0.31%	210	-1	-0.31%	85	0
2018/19	2.18%	36,012	767	-0.31%	42	0	-0.31%	209	-1	-0.31%	85	0
2019/20	2.18%	36,795	784	-0.31%	42	0	-0.31%	208	-1	-0.31%	85	0
2020/21	2.18%	37,596	801	-0.31%	42	0	-0.31%	208	-1	-0.31%	84	0
2022/23	1.84%	38,414	818	0.43%	42	0	0.43%	207	-1	0.43%	84	0
2022/23	1.84%	39,121	707	0.43%	42	0	0.43%	208	1	0.43%	84	0
2023/24	1.61%	39,752	631	0.36%	42	0	0.36%	209	1	0.36%	85	0
2024/25	1.62%	40,397	644	0.24%	42	0	0.24%	209	1	0.24%	85	0
2025/26	1.33%	40,934	537	0.07%	42	0	0.07%	209	0	0.07%	85	0
2026/27	1.25%	41,446	511	0.17%	43	0	0.17%	210	0	0.17%	85	0
2027/28	1.28%	41,976	531	0.04%	43	0	0.04%	210	0	0.04%	85	0
2028/29	1.19%	42,475	499	0.02%	43	0	0.02%	210	0	0.02%	85	0
2029/30	1.33%	43,039	563	0.06%	43	0	0.06%	210	0	0.06%	85	0
2030/31	1.20%	43,553	515	0.04%	43	0	0.04%	210	0	0.04%	85	0
2031/32	1.18%	44,066	513	0.02%	43	0	0.02%	210	0	0.02%	85	0
2032/33	1.14%	44,568	502	0.06%	43	0	0.06%	210	0	0.06%	85	0
2033/34	1.17%	45,088	520	0.02%	43	0	0.02%	210	0	0.02%	85	0
2034/35	1.10%	45,585	497	0.07%	43	0	0.07%	210	0	0.07%	85	0
2035/36	1.11%	46,089	504	-0.02%	43	0	-0.02%	210	0	-0.02%	85	0
2036/37	1.08%	46,586	497	-0.02%	43	0	-0.02%	210	0	-0.02%	85	0
2037/38	1.05%	47,076	490	0.02%	43	0	0.02%	210	0	0.02%	85	0
2038/39	0.98%	47,537	461	-0.06%	43	0	-0.06%	210	0	-0.06%	85	0
2039/40	1.05%	48,036	499	-0.02%	43	0	-0.02%	210	0	-0.02%	85	0
2040/41	1.00%	48,517	482	0.00%	43	0	0.00%	210	0	0.00%	85	0
2041/42	0.96%	48,983	465	-0.06%	43	0	-0.06%	210	0	-0.06%	85	0
2042/43	0.98%	49,463	480	0.00%	43	0	0.00%	210	0	0.00%	85	0
2043/44	0.96%	49,940	477	-0.02%	43	0	-0.02%	210	0	-0.02%	85	0
2044/45	0.93%	50,402	462	-0.06%	43	0	-0.06%	210	0	-0.06%	85	0
2045/46	0.93%	50,873	471	-0.02%	43	0	-0.02%	210	0	-0.02%	85	0
2046/47	0.85%	51,307	435	-0.04%	43	0	-0.04%	210	0	-0.04%	85	0
2047/48	0.83%	51,734	427	-0.04%	43	0	-0.04%	210	0	-0.04%	85	0
2048/49	0.82%	52,159	425	-0.06%	43	0	-0.06%	210	0	-0.06%	85	0
2049/50	0.87%	52,613	454	0.00%	43	0	0.00%	210	0	0.00%	85	0
2050/51	0.85%	53,063	449	-0.06%	42	0	-0.06%	209	0	-0.06%	85	0
2051/52	0.85%	53,511	448	-0.02%	42	0	-0.02%	209	0	-0.02%	85	0
2052/53	0.85%	53,967	455	-0.06%	42	0	-0.06%	209	0	-0.06%	85	0
2053/54	0.85%	54,426	459	-0.06%	42	0	-0.06%	209	0	-0.06%	85	0
TOTAL		54,426	28,465		42	10		209	50		85	20



Sensitivity: General  
Section 14

Port Macquarie Hastings Council  
Development Servicing Plan (Sewerage)

Sewerage - Equivalent Tenement Estimates

Service Area	2021/22 ET		ET Uptake 1995/96 - 2053/54	Total ET 2053/54
Bonny Hills	2886	Bonny Hills	2,585	4,530
Camden Haven	5723	Camden Haven	2,816	6,883
Comboyne	84	Comboyne	20	85
Long Flat	42	Long Flat	10	42
Port Macquarie	17,549	Port Macquarie	8,851	21,239
Telegraph Point	200	Telegraph Point	48	202
Thrumster	7,003	Thrumster	8,492	12,872
Wauchope	3,000	Wauchope	2,010	3,946

Data sources:  
Existing ET calculated from historical sewer volumes (email from Belinda Green 238/11/2022). Thrumster diversion ET based on "Thrumster Wastewater Scheme - Network Optimisation and Diversion"  
Historical growth rates from Census data - file "24.03.15 - Historic Census Populations on PMHC Small Areas.xls", received via email from David Troemel 15/03/2024  
Future growth rates from REMPLAN - file "REMPPLAN Forecast Summary (20 Feb 2004.xlsx)", received via email from David Troemel 4/3/2024  
The percentage growth rate for Thrumster applies the Thrumster growth rate from REMPLAN to the Area 13 portion of the catchment and the West Port growth rate to the portion of the catchment that is being diverted from PM

	Bonny Hills			Camden Haven			Combyone			Long Flat			Port Macquarie			Telegraph Point			Thrumster			Wauchope		
Year	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)
1995/96	1.30%	1,945		1.30%	4,067		1.30%	65		1.30%	32		1.30%	12,389		1.30%	154		1.30%	4,380		1.30%	1,936	
1996/97	1.30%	1,970	25	1.30%	4,120	52.9	1.30%	66	0.8	1.30%	33	0.4	1.30%	12,550	161	1.30%	156	2	1.30%	4,437	57	1.30%	1,961	25
1997/98	1.30%	1,996	26	1.30%	4,174	53.6	1.30%	66	0.9	1.30%	33	0.4	1.30%	12,713	163	1.30%	158	2	1.30%	4,494	58	1.30%	1,987	26
1998/99	1.30%	2,022	26	1.30%	4,228	54.3	1.30%	67	0.9	1.30%	34	0.4	1.30%	12,879	165	1.30%	160	2	1.30%	4,553	58	1.30%	2,012	26
1999/00	1.30%	2,048	26	1.30%	4,283	55.0	1.30%	68	0.9	1.30%	34	0.4	1.30%	13,046	168	1.30%	162	2	1.30%	4,612	59	1.30%	2,039	26
2000/01	1.25%	2,075	27	1.30%	4,339	55.7	1.30%	69	0.9	1.30%	35	0.4	1.30%	13,216	170	1.30%	164	2	1.30%	4,672	60	1.30%	2,065	27
2001/02	1.30%	2,101	26	1.30%	4,395	56.5	1.30%	70	0.9	1.30%	35	0.4	1.30%	13,388	172	1.30%	166	2	1.30%	4,730	58	1.30%	2,092	27
2002/03	1.30%	2,128	27	1.30%	4,452	57.2	1.30%	71	0.9	1.30%	35	0.5	1.30%	13,562	174	1.30%	169	2	1.30%	4,792	62	1.30%	2,119	27
2003/04	1.30%	2,156	28	1.30%	4,510	57.9	1.30%	72	0.9	1.30%	36	0.5	1.30%	13,739	176	1.30%	171	2	1.30%	4,854	62	1.30%	2,147	28
2004/05	1.30%	2,184	28	1.30%	4,569	58.7	1.30%	73	0.9	1.30%	36	0.5	1.30%	13,918	179	1.30%	173	2	1.30%	4,918	63	1.30%	2,175	28
2005/06	1.30%	2,212	28	1.30%	4,628	59.5	1.30%	74	0.9	1.30%	37	0.5	1.30%	14,099	181	1.30%	175	2	1.25%	4,982	64	1.30%	2,203	28
2006/07	1.25%	2,240	28	1.25%	4,689	60.2	1.25%	75	1.0	1.25%	37	0.5	1.25%	14,282	183	1.25%	178	2	1.25%	5,044	62	1.25%	2,232	29
2007/08	1.25%	2,268	28	1.25%	4,747	58.4	1.25%	76	0.9	1.25%	38	0.5	1.25%	14,460	178	1.25%	180	2	1.25%	5,107	63	1.25%	2,260	28
2008/09	1.25%	2,296	28	1.25%	4,806	59.2	1.25%	76	0.9	1.25%	38	0.5	1.25%	14,640	180	1.25%	182	2	1.25%	5,170	64	1.25%	2,288	28
2009/10	1.25%	2,325	29	1.25%	4,866	59.9	1.25%	77	1.0	1.25%	39	0.5	1.25%	14,823	182	1.25%	184	2	1.25%	5,235	64	1.25%	2,316	29
2010/11	1.25%	2,354	29	1.25%	4,927	60.6	1.25%	78	1.0	1.25%	39	0.5	1.25%	15,007	185	1.25%	187	2	1.53%	5,300	65	1.25%	2,345	29
2011/12	1.34%	2,385	31	1.27%	4,988	61.4	1.46%	79	1.0	1.46%	40	0.5	1.55%	15,194	187	1.46%	189	2	1.91%	5,381	81	1.81%	2,374	29
2012/13	1.34%	2,417	32	1.27%	5,051	63.1	1.46%	81	1.2	1.46%	40	0.6	1.55%	15,431	236	1.46%	192	3	1.92%	5,484	103	1.81%	2,417	43
2013/14	1.34%	2,449	32	1.27%	5,115	63.9	1.46%	82	1.2	1.46%	41	0.6	1.55%	15,671	240	1.46%	195	3	1.94%	5,589	106	1.81%	2,461	44
2014/15	1.34%	2,482	33	1.27%	5,180	64.8	1.46%	83	1.2	1.46%	41	0.6	1.55%	15,914	244	1.46%	197	3	1.95%	5,698	108	1.81%	2,506	45
2015/16	1.34%	2,515	33	1.27%	5,246	65.6	1.46%	84	1.2	1.46%	42	0.6	1.55%	16,162	247	1.46%	200	3	1.78%	5,809	111	1.81%	2,551	45
2016/17	2.66%	2,582	67	1.50%	5,312	66.4	-0.31%	85	1.2	-0.31%	43	0.6	1.35%	16,413	251	-0.31%	203	3	2.93%	5,912	103	2.92%	2,597	46
2017/18	2.66%	2,651	69	1.50%	5,392	79.8	-0.31%	85	-0.3	-0.31%	43	-0.1	1.35%	16,634	221	-0.31%	203	-1	3.14%	6,086	173	2.92%	2,673	76
2018/19	2.66%	2,722	71	1.50%	5,473	81.0	-0.31%	85	-0.3	-0.31%	42	-0.1	1.35%	16,858	224	-0.31%	202	-1	3.37%	6,277	191	2.92%	2,752	78
2019/20	2.66%	2,794	72	1.50%	5,555	82.2	-0.31%	85	-0.3	-0.31%	42	-0.1	1.35%	17,086	227	-0.31%	201	-1	3.63%	6,488	212	2.92%	2,832	80
2020/21	2.66%	2,868	74	1.50%	5,638	83.4	-0.31%	84	-0.3	-0.31%	42	-0.1	1.35%	17,316	230	-0.31%	201	-1	4.15%	6,724	236	2.92%	2,915	83
2021/22	0.63%	2,886	18	1.77%	5,723	84.7	0.49%	84	-0.3	0.49%	42	-0.1	1.62%	17,549	233	0.49%	200	-1	4.22%	7,003	279	2.51%	3,000	85
2022/23	1.75%	2,937	50	0.46%	5,749	26.4	0.43%	84	0.4	0.43%	42	0.2	0.88%	17,703	154	0.43%	201	1	3.82%	7,299	296	1.56%	3,047	47
2023/24	1.35%	2,976	40	0.62%	5,785	35.9	0.36%	85	0.3	0.36%	42	0.2	0.65%	17,818	115	0.36%	202	1	3.78%	7,578	279	1.25%	3,085	38
2024/25	1.31%	3,016	39	0.64%	5,822	36.9	0.24%	85	0.2	0.24%	42	0.1	0.65%	17,934	115	0.24%	202	0	2.84%	7,864	286	1.27%	3,124	39
2025/26	1.41%	3,058	43	0.57%	5,856	33.4	0.07%	85	0.1	0.07%	42	0.0	0.49%	18,023	89	0.07%	202	0	2.67%	8,087	223	1.29%	3,164	40
2026/27	1.46%	3,103	45	0.59%	5,890	34.4	0.17%	85	0.1	0.17%	43	0.1	0.50%	18,112	89	0.17%	203	0	2.56%	8,303	216	0.93%	3,193	29
2027/28	1.63%	3,153	50	0.55%	5,922	32.4	0.04%	85	0.0	0.04%	43	0.0	0.49%	18,201	89	0.04%	203	0	2.32%	8,516	213	1.24%	3,233	40
2028/29	1.70%	3,207	54	0.56%	5,956	33.4	0.02%	85	0.0	0.02%	43	0.0	0.50%	18,293	92	0.02%	203	0	2.48%	8,713	197	0.94%	3,263	30
2029/30	1.83%	3,266	59	0.59%	5,991	35.4	0.06%	85	0.0	0.06%	43	0.0	0.63%	18,408	115	0.06%	203	0	2.22%	8,929	216	1.12%	3,300	36
2030/31	1.83%	3,325	60	0.62%	6,029	37.4	0.04%	85	0.0	0.04%	43	0.0	0.58%	18,515	107	0.04%	203	0	2.08%	9,127	198	0.76%	3,325	25
2031/32	1.85%	3,387	61	0.65%	6,068	39.4	0.02%	85	0.0	0.02%	43	0.0	0.52%	18,612	97	0.02%	203	0	2.01%	9,317	190	0.99%	3,358	33
2032/33	1.95%	3,453	66	0.68%	6,109	41.4	0.06%	85	0.0	0.06%	43	0.0	0.56%	18,716	104	0.06%	203	0	1.94%	9,504	187	0.66%	3,380	22
2033/34	1.87%	3,518	65	0.69%	6,152	42.4	0.02%	85	0.0	0.02%	43	0.0	0.58%	18,825	109	0.02%	203	0	1.87%	9,688	184	0.95%	3,412	32
2034/35	1.77%	3,580	62	0.66%	6,193	40.9	0.07%	85	0.1	0.07%	43	0.0	0.57%	18,932	107	0.07%	203	0	1.82%	9,869	181	0.73%	3,437	25

Sensitivity: General  
Section 14

Port Macquarie Hastings Council  
Development Servicing Plan (Sewerage)

Sewerage - Equivalent Tenement Estimates

Service Area	2021/22 ET		ET Uptake 1995/96 - 2053/54	Total ET 2053/54
Bonny Hills	2886	Bonny Hills	2,585	4,530
Camden Haven	5723	Camden Haven	2,816	6,883
Comboyne	84	Comboyne	20	85
Long Flat	42	Long Flat	10	42
Port Macquarie	17,549	Port Macquarie	8,851	21,239
Telegraph Point	200	Telegraph Point	48	202
Thrumster	7,003	Thrumster	8,492	12,872
Wauchope	3,000	Wauchope	2,010	3,946

Data sources:  
Existing ET calculated from historical sewer volumes (email from Belinda Green 238/11/2022). Thrumster diversion ET based on "Thrumster Wastewater Scheme - Network Optimisation and Diversion"  
Historical growth rates from Census data - file "24.03.15 - Historic Census Populations on PMHC Small Areas.xlsx", received via email from David Troemel 15/03/2024  
Future growth rates from REMPLAN - file "REMPLAN Forecast Summary (20 Feb 2004.xlsx)", received via email from David Troemel 4/3/2024  
The percentage growth rate for Thrumster applies the Thrumster growth rate from REMPLAN to the Area 13 portion of the catchment and the West Port growth rate to the portion of the catchment that is being diverted from PM

	Bonny Hills			Camden Haven			Combyone			Long Flat			Port Macquarie			Telegraph Point			Thrumster			Wauchope		
Year	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)	Growth % pa	Equivalent Tenements (ET)	Annual ET Take-up (ET)
2035/36	1.51%	3,634	54	0.64%	6,233	39.9	-0.02%	85	0.0	-0.02%	43	0.0	0.58%	19,043	110	-0.02%	203	0	1.79%	10,049	180	1.01%	3,471	35
2036/37	1.43%	3,686	52	0.63%	6,272	39.4	-0.02%	85	0.0	-0.02%	43	0.0	0.63%	19,162	119	-0.02%	203	0	1.72%	10,229	180	0.78%	3,499	27
2037/38	1.33%	3,735	49	0.56%	6,307	35.4	0.02%	85	0.0	0.02%	43	0.0	0.58%	19,273	111	0.02%	203	0	1.64%	10,405	176	0.99%	3,533	35
2038/39	1.20%	3,780	45	0.49%	6,338	30.9	-0.06%	85	0.0	-0.06%	43	0.0	0.59%	19,387	114	-0.06%	203	0	1.66%	10,575	170	0.76%	3,560	27
2039/40	1.31%	3,829	50	0.51%	6,371	32.4	-0.02%	85	0.0	-0.02%	43	0.0	0.65%	19,514	127	-0.02%	203	0	1.63%	10,751	176	0.95%	3,594	34
2040/41	1.32%	3,880	50	0.49%	6,402	30.9	0.00%	85	0.0	0.00%	43	0.0	0.63%	19,636	122	0.00%	203	0	1.53%	10,926	175	0.75%	3,621	27
2041/42	1.29%	3,930	50	0.46%	6,431	29.4	-0.06%	85	0.0	-0.06%	43	0.0	0.58%	19,751	115	-0.06%	203	0	1.53%	11,094	167	0.79%	3,649	29
2042/43	1.29%	3,981	51	0.56%	6,467	35.9	0.00%	85	0.0	0.00%	43	0.0	0.63%	19,876	125	0.00%	203	0	1.47%	11,263	169	0.73%	3,676	26
2043/44	1.27%	4,031	50	0.58%	6,504	37.4	-0.02%	85	0.0	-0.02%	43	0.0	0.63%	20,000	124	-0.02%	203	0	1.41%	11,429	166	0.73%	3,703	27
2044/45	1.24%	4,082	50	0.59%	6,543	38.4	-0.06%	85	0.0	-0.06%	43	0.0	0.58%	20,116	116	-0.06%	203	0	1.40%	11,590	161	0.72%	3,729	27
2045/46	1.22%	4,131	50	0.55%	6,579	35.9	-0.02%	85	0.0	-0.02%	43	0.0	0.64%	20,245	129	-0.02%	203	0	1.24%	11,752	162	0.70%	3,755	26
2046/47	1.20%	4,181	50	0.58%	6,617	38.4	-0.04%	85	0.0	-0.04%	43	0.0	0.57%	20,360	115	-0.04%	203	0	1.20%	11,898	146	0.62%	3,778	23
2047/48	1.17%	4,230	49	0.57%	6,654	37.4	-0.04%	85	0.0	-0.04%	43	0.0	0.57%	20,476	116	-0.04%	203	0	1.16%	12,041	143	0.58%	3,801	22
2048/49	1.15%	4,278	49	0.56%	6,692	37.4	-0.06%	85	0.0	-0.06%	43	0.0	0.59%	20,597	121	-0.06%	202	0	1.24%	12,180	139	0.57%	3,822	22
2049/50	1.16%	4,328	50	0.58%	6,731	38.9	0.00%	85	0.0	0.00%	43	0.0	0.61%	20,722	126	0.00%	202	0	1.21%	12,331	152	0.65%	3,847	25
2050/51	1.15%	4,378	50	0.56%	6,768	37.4	-0.06%	85	0.0	-0.06%	42	0.0	0.61%	20,848	126	-0.06%	202	0	1.18%	12,481	150	0.63%	3,871	24
2051/52	1.14%	4,427	50	0.59%	6,808	39.9	-0.02%	85	0.0	-0.02%	42	0.0	0.60%	20,974	125	-0.02%	202	0	1.18%	12,628	147	0.64%	3,896	25
2052/53	1.15%	4,478	51	0.55%	6,845	37.4	-0.06%	85	0.0	-0.06%	42	0.0	0.63%	21,106	132	-0.06%	202	0	0.75%	12,777	148	0.63%	3,921	25
2053/54	1.15%	4,530	51	0.55%	6,883	37.6	-0.06%	85	0.0	-0.06%	42	0.0	0.63%	21,239	133	-0.06%	202	0	0.00%	12,872	96	0.63%	3,946	25
TOTAL		4,530	2,585		6,883	2,816		85	20		42	10		21,239	8,851		202	48		12,872	8,492		3,946	2,010

## 15 Existing Capital Costs

As the existing asset list of Water and Sewerage assets is significantly large, only the first two (2) pages of data have been added for reference.

Additional pages can be provided upon request.

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Sensitivity: General  
Section 15

Port Macquarie Hastings Council  
Development Servicing Plan (Water Supply)

Existing Assets - Water Supply														Recoverable cost by Service Area			
Asset Category	Asset Number	Water Supply Scheme	Asset Location	Service Area(s)	Asset Type	Asset Details	Commissioning Year	Include in DSP?	Justification	MEERA Value July 2022	MEERA VALUE CPI Adjusted	Recoverable Proportion	Recoverable MEERA	Hastings	Long Flat	Telegraph Point	Comboyne
Water mains	7021	Wauchope	Zone - Bago	Hastings	Watermain - trunk	248m x DN200 AC	1940	Exclude	Pre 1994 asset	\$67,745	\$74,423	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	7028	Wauchope	Zone - Bago	Hastings	Watermain - trunk	139m x DN200 AC	1940	Exclude	Pre 1994 asset	\$40,369	\$44,347	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6995	Wauchope	Zone - Bago	Hastings	Watermain-reticulation	84m x DN100 AC	1948	Exclude	Pre 1994 asset	\$11,713	\$12,868	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	165016	Wauchope	Zone - Bago	Hastings	Watermain - trunk	114m x DN200 AC	1948	Exclude	Pre 1994 asset	\$31,840	\$34,978	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6244	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	191m x DN100 AC	1955	Exclude	Pre 1994 asset	\$27,509	\$30,221	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6260	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	228m x DN100 AC	1955	Exclude	Pre 1994 asset	\$32,794	\$36,026	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6261	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	383m x DN100 AC	1955	Exclude	Pre 1994 asset	\$56,206	\$61,745	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6262	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	354m x DN100 AC	1955	Exclude	Pre 1994 asset	\$51,978	\$57,101	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6263	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	328m x DN100 AC	1955	Exclude	Pre 1994 asset	\$41,770	\$45,888	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6264	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	123m x DN100 AC	1955	Exclude	Pre 1994 asset	\$17,794	\$19,548	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6268	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	351m x DN100 AC	1955	Exclude	Pre 1994 asset	\$52,354	\$57,515	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6270	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	205m x DN100 AC	1955	Exclude	Pre 1994 asset	\$30,014	\$32,972	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6271	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	218m x DN100 AC	1955	Exclude	Pre 1994 asset	\$17,866	\$19,627	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6278	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	148m x DN100 AC	1955	Exclude	Pre 1994 asset	\$16,578	\$18,212	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6279	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	184m x DN100 AC	1955	Exclude	Pre 1994 asset	\$29,362	\$32,256	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6280	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	225m x DN100 AC	1955	Exclude	Pre 1994 asset	\$32,750	\$35,978	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6281	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	527m x DN100 AC	1955	Exclude	Pre 1994 asset	\$62,648	\$68,823	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	133927	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	28m x DN100 DI/CL	2009	Exclude	Reticulation asset	\$4,011	\$4,406	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	134543	Camden Haven	Zone - Kendall	Hastings	Watermain-reticulation	16m x DN100 AC	1955	Exclude	Pre 1994 asset	\$2,461	\$2,704	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5912	Hastings Bulk Water Transfer	Transfer and Distribution	Hastings	Watermain-reticulation	630m x DN150 AC	1955	Exclude	Pre 1994 asset	\$320,188	\$351,747	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5913	Hastings Bulk Water Transfer	Transfer and Distribution	Hastings	Watermain-reticulation	1165m x DN150 AC	1955	Exclude	Pre 1994 asset	\$409,905	\$450,307	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4415	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	68m x DN150 AC	1955	Exclude	Pre 1994 asset	\$32,837	\$36,074	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4754	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	360m x DN150 AC	1955	Exclude	Pre 1994 asset	\$245,160	\$269,324	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4804	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	693m x DN150 AC	1955	Exclude	Pre 1994 asset	\$474,197	\$520,936	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	135798	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	19m x DN150 AC	1955	Exclude	Pre 1994 asset	\$2,780	\$3,054	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5055	Port Macquarie	Zone - OBriens Road	Hastings	Watermain-reticulation	1161m x DN150 AC	1955	Exclude	Pre 1994 asset	\$756,548	\$831,116	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	7048	Wauchope	Zone - Bago	Hastings	Watermain-reticulation	79m x DN100 AC	1955	Exclude	Pre 1994 asset	\$10,627	\$11,675	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	7088	Wauchope	Zone - Bago	Hastings	Watermain - trunk	22m x DN200 AC	1955	Exclude	Pre 1994 asset	\$1,421	\$1,562	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6327	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	9m x DN100 AC	1956	Exclude	Pre 1994 asset	\$24,309	\$26,705	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6341	Camden Haven	Zone - Laurieton	Hastings	Watermain - trunk	315m x DN200 AC	1956	Exclude	Pre 1994 asset	\$90,119	\$99,001	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6342	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	741m x DN100 AC	1956	Exclude	Pre 1994 asset	\$106,779	\$117,304	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6343	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	671m x DN100 AC	1956	Exclude	Pre 1994 asset	\$92,662	\$101,796	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6344	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	110m x DN100 AC	1956	Exclude	Pre 1994 asset	\$15,941	\$17,512	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6347	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	60m x DN100 AC	1956	Exclude	Pre 1994 asset	\$8,731	\$9,591	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6350	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	299m x DN100 AC	1956	Exclude	Pre 1994 asset	\$56,032	\$61,555	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6351	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	234m x DN100 AC	1956	Exclude	Pre 1994 asset	\$41,090	\$45,140	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6353	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	540m x DN100 AC	1956	Exclude	Pre 1994 asset	\$79,342	\$87,162	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6354	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	436m x DN100 AC	1956	Exclude	Pre 1994 asset	\$62,620	\$68,792	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6356	Camden Haven	Zone - Laurieton	Hastings	Watermain - trunk	248m x DN200 AC	1956	Exclude	Pre 1994 asset	\$70,844	\$77,827	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6357	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	252m x DN100 AC	1956	Exclude	Pre 1994 asset	\$35,197	\$38,666	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6358	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	439m x DN100 AC	1956	Exclude	Pre 1994 asset	\$63,329	\$69,571	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6366	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	134m x DN100 AC	1956	Exclude	Pre 1994 asset	\$15,252	\$16,755	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6367	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	209m x DN100 AC	1956	Exclude	Pre 1994 asset	\$29,913	\$32,861	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6378	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	263m x DN100 AC	1956	Exclude	Pre 1994 asset	\$38,773	\$42,595	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6379	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	185m x DN100 AC	1956	Exclude	Pre 1994 asset	\$26,119	\$28,694	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6411	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	255m x DN150 AC	1956	Exclude	Pre 1994 asset	\$49,967	\$54,892	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6439	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	257m x DN150 AC	1956	Exclude	Pre 1994 asset	\$36,558	\$40,162	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	165017	Camden Haven	Zone - Laurieton	Hastings	Watermain-reticulation	392m x DN150 AC	1956	Exclude	Pre 1994 asset	\$56,553	\$62,127	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4398	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	133m x DN150 AC	1956	Exclude	Pre 1994 asset	\$19,893	\$21,854	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4481	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	35m x DN150 PVC	1956	Exclude	Pre 1994 asset	\$4,315	\$4,740	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4528	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	82m x DN150 AC	1956	Exclude	Pre 1994 asset	\$13,798	\$15,158	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5122	Port Macquarie	Zone - OBriens Road	Hastings	Watermain-reticulation	5m x DN150 AC	1956	Exclude	Pre 1994 asset	\$449	\$493	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6997	Wauchope	Zone - Bago	Hastings	Watermain-reticulation	151m x DN100 AC	1958	Exclude	Pre 1994 asset	\$20,487	\$22,506	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6998	Wauchope	Zone - Bago	Hastings	Watermain-reticulation	52m x DN100 AC	1958	Exclude	Pre 1994 asset	\$7,572	\$8,319	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6318																



Sensitivity: General  
Section 15

Port Macquarie Hastings Council  
Development Servicing Plan (Water Supply)

Existing Assets - Water Supply														Recoverable cost by Service Area			
Asset Category	Asset Number	Water Supply Scheme	Asset Location	Service Area(s)	Asset Type	Asset Details	Commissioning Year	Include in DSP?	Justification	MEERA Value July 2022	MEERA VALUE CPI Adjusted	Recoverable Proportion	Recoverable MEERA	Hastings	Long Flat	Telegraph Point	Comboyne
Water mains	7231	Wauchope	Zone - Beechwood	Hastings	Watermain-reticulation	245m x DN150 AC	1962	Exclude	Pre 1994 asset	\$54,651	\$60,038	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	7232	Wauchope	Zone - Beechwood	Hastings	Watermain-reticulation	426m x DN100 AC	1962	Exclude	Pre 1994 asset	\$99,380	\$109,176	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	7249	Wauchope	Zone - Beechwood	Hastings	Watermain-reticulation	398m x DN100 AC	1962	Exclude	Pre 1994 asset	\$58,450	\$64,211	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	7250	Wauchope	Zone - Beechwood	Hastings	Watermain-reticulation	918m x DN100 AC	1962	Exclude	Pre 1994 asset	\$133,477	\$146,633	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	7251	Wauchope	Zone - Beechwood	Hastings	Watermain-reticulation	615m x DN100 AC	1962	Exclude	Pre 1994 asset	\$88,594	\$97,326	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	7255	Wauchope	Zone - Beechwood	Hastings	Watermain-reticulation	585m x DN100 AC	1962	Exclude	Pre 1994 asset	\$106,055	\$116,508	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4191	Port Macquarie	Zone - Widderson Street	Hastings	Watermain-reticulation	85m x DN150 AC	1963	Exclude	Pre 1994 asset	\$12,611	\$13,854	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4629	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	164m x DN150 AC	1964	Exclude	Pre 1994 asset	\$22,543	\$24,765	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4646	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	343m x DN150 AC	1964	Exclude	Pre 1994 asset	\$49,690	\$54,588	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4647	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	175m x DN150 AC	1964	Exclude	Pre 1994 asset	\$25,135	\$27,612	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4648	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	443m x DN150 AC	1964	Exclude	Pre 1994 asset	\$63,619	\$69,889	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4669	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	95m x DN150 AC	1964	Exclude	Pre 1994 asset	\$13,494	\$14,824	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	4713	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	380m x DN150 AC	1964	Exclude	Pre 1994 asset	\$77,053	\$84,647	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	366269	Port Macquarie	Zone - Granite Street	Hastings	Watermain-reticulation	233m x DN150 AC	1964	Exclude	Pre 1994 asset	\$48,098	\$52,839	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5124	Port Macquarie	Zone - OBriens Road	Hastings	Watermain-reticulation	226m x DN150 AC	1964	Exclude	Pre 1994 asset	\$36,008	\$39,557	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5147	Port Macquarie	Zone - OBriens Road	Hastings	Watermain-reticulation	221m x DN150 AC	1964	Exclude	Pre 1994 asset	\$32,374	\$35,565	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5149	Port Macquarie	Zone - OBriens Road	Hastings	Watermain-reticulation	385m x DN150 AC	1964	Exclude	Pre 1994 asset	\$60,332	\$66,278	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5175	Port Macquarie	Zone - OBriens Road	Hastings	Watermain-reticulation	220m x DN150 AC	1964	Exclude	Pre 1994 asset	\$31,954	\$35,104	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	7448	Telegraph Point	Zone - Telegraph Point	Telegraph Point	Watermain-reticulation	198m x DN100 AC	1964	Exclude	Pre 1994 asset	\$39,946	\$43,883	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	7450	Telegraph Point	Zone - Telegraph Point	Telegraph Point	Watermain-reticulation	266m x DN100 AC	1964	Exclude	Pre 1994 asset	\$37,934	\$41,673	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	7451	Telegraph Point	Zone - Telegraph Point	Telegraph Point	Watermain-reticulation	54m x DN100 AC	1964	Exclude	Pre 1994 asset	\$8,180	\$8,987	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5940	Camden Haven	Zone - Bonny Hills	Hastings	Watermain-reticulation	380m x DN100 AC	1965	Exclude	Pre 1994 asset	\$54,960	\$60,378	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5945	Camden Haven	Zone - Bonny Hills	Hastings	Watermain-reticulation	296m x DN100 AC	1965	Exclude	Pre 1994 asset	\$61,521	\$67,585	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5946	Camden Haven	Zone - Bonny Hills	Hastings	Watermain-reticulation	235m x DN100 AC	1965	Exclude	Pre 1994 asset	\$34,024	\$37,378	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5947	Camden Haven	Zone - Bonny Hills	Hastings	Watermain-reticulation	104m x DN100 AC	1965	Exclude	Pre 1994 asset	\$15,014	\$16,494	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5948	Camden Haven	Zone - Bonny Hills	Hastings	Watermain-reticulation	348m x DN100 AC	1965	Exclude	Pre 1994 asset	\$50,385	\$55,351	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5949	Camden Haven	Zone - Bonny Hills	Hastings	Watermain - trunk	646m x DN200 AC	1965	Exclude	Pre 1994 asset	\$183,734	\$201,844	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5950	Camden Haven	Zone - Bonny Hills	Hastings	Watermain - trunk	80m x DN200 AC	1965	Exclude	Pre 1994 asset	\$22,743	\$24,984	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5953	Camden Haven	Zone - Bonny Hills	Hastings	Watermain-reticulation	327m x DN150 AC	1965	Exclude	Pre 1994 asset	\$68,100	\$74,813	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5963	Camden Haven	Zone - Bonny Hills	Hastings	Watermain-reticulation	169m x DN100 AC	1965	Exclude	Pre 1994 asset	\$24,396	\$26,801	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5964	Camden Haven	Zone - Bonny Hills	Hastings	Watermain-reticulation	84m x DN150 AC	1965	Exclude	Pre 1994 asset	\$17,530	\$19,258	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5965	Camden Haven	Zone - Bonny Hills	Hastings	Watermain-reticulation	141m x DN100 AC	1965	Exclude	Pre 1994 asset	\$20,473	\$22,490	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5970	Camden Haven	Zone - Bonny Hills	Hastings	Watermain - trunk	563m x DN200 AC	1965	Exclude	Pre 1994 asset	\$173,756	\$190,882	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5971	Camden Haven	Zone - Bonny Hills	Hastings	Watermain - trunk	1320m x DN200 AC	1965	Exclude	Pre 1994 asset	\$375,257	\$412,244	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	5972	Camden Haven	Zone - Bonny Hills	Hastings	Watermain - trunk	1250m x DN200 AC	1965	Exclude	Pre 1994 asset	\$355,357	\$390,383	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6010	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	46m x DN100 AC	1965	Exclude	Pre 1994 asset	\$6,675	\$7,332	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6011	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	294m x DN100 AC	1965	Exclude	Pre 1994 asset	\$42,610	\$46,810	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6012	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	227m x DN100 AC	1965	Exclude	Pre 1994 asset	\$32,895	\$36,137	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6013	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	214m x DN100 AC	1965	Exclude	Pre 1994 asset	\$31,013	\$34,070	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6014	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	192m x DN100 AC	1965	Exclude	Pre 1994 asset	\$27,857	\$30,602	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6015	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	337m x DN100 AC	1965	Exclude	Pre 1994 asset	\$48,836	\$53,649	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6016	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	242m x DN100 AC	1965	Exclude	Pre 1994 asset	\$35,038	\$38,491	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6017	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	309m x DN100 AC	1965	Exclude	Pre 1994 asset	\$44,782	\$49,196	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6019	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	100m x DN100 AC	1965	Exclude	Pre 1994 asset	\$14,536	\$15,969	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6020	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	132m x DN100 AC	1965	Exclude	Pre 1994 asset	\$19,112	\$20,995	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6021	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	270m x DN100 AC	1965	Exclude	Pre 1994 asset	\$39,063	\$42,913	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6024	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	95m x DN100 AC	1965	Exclude	Pre 1994 asset	\$13,755	\$15,110	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6025	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	267m x DN100 AC	1965	Exclude	Pre 1994 asset	\$38,600	\$42,404	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	133625	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	337m x DN150 AC	1965	Exclude	Pre 1994 asset	\$73,618	\$80,874	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6027	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	157m x DN100 AC	1965	Exclude	Pre 1994 asset	\$22,717	\$24,956	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6028	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	181m x DN100 AC	1965	Exclude	Pre 1994 asset	\$26,113	\$28,687	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6029	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	235m x DN100 AC	1965	Exclude	Pre 1994 asset	\$33,981	\$37,330	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6030	Camden Haven	Zone - Grants Head	Hastings	Watermain - trunk	167m x DN250 AC	1965	Exclude	Pre 1994 asset	\$126,501	\$138,970	0.0%	\$0	\$0	\$0	\$0	\$0
Water mains	6032	Camden Haven	Zone - Grants Head	Hastings	Watermain-reticulation	60m x DN100 AC	1965	Exclude	Pre 1994 asset	\$8,687	\$9,543	0.0%	\$0	\$0			



Sensitivity: General  
Section 15

Port Macquarie Hastings Council  
Development Servicing Plan (Sewerage)

Existing Assets - Sewerage

Asset Category	Asset Number	Sewerage Scheme	Asset Location	Service Area(s)	Asset Type	Asset Details	Commissioning Year	Include in DSP?	Justification	MEERA Value	CPI Adjusted MEERA Value	Recoverable Proportion	Recoverable MEERA	Bonny Hills	Camden Haven	Comboyne	Long Flat	Port Macquarie	Telegraph Point	Thrumster
Sewer gravity mains	83929	Wauchope	Carriers to Sewage Treatment Plant	Wauchope	Gravity main - reticulation	29 m x DN150 AC	1962	Exclude	Pre 1994 asset	\$4,681	\$5,142	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	83932	Wauchope	Carriers to Sewage Treatment Plant	Wauchope	Gravity main - reticulation	66 m x DN150 AC	1962	Exclude	Pre 1994 asset	\$14,071	\$15,458	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66778	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	65 m x DN525 AC	1964	Exclude	Pre 1994 asset	\$167,571	\$184,088	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66791	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	23 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$12,802	\$14,064	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66792	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	88 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$42,264	\$46,429	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66793	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	72 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$40,785	\$44,805	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66794	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	61 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$29,204	\$32,082	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66795	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	74 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$35,613	\$39,123	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66796	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	76 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$43,164	\$47,419	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66797	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	57 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$41,432	\$45,516	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66798	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	45 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$25,207	\$27,692	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66799	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	60 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$34,035	\$37,390	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66800	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	45 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$25,487	\$27,999	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66802	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	42 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$23,623	\$25,951	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66809	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	56 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$26,843	\$29,488	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66810	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	76 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$43,051	\$47,294	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66814	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	49 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$58,927	\$64,735	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66815	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	28 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$30,656	\$33,678	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66817	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	38 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$51,429	\$56,498	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66818	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	33 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$36,854	\$40,486	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66819	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	52 m x DN450 AC	1964	Exclude	Pre 1994 asset	\$70,562	\$77,517	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66895	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	29 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$4,658	\$5,118	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66897	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	38 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$6,130	\$6,734	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66898	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	20 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$3,213	\$3,529	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66900	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	35 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$5,622	\$6,176	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66902	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	35 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$5,622	\$6,176	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66903	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	9 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$1,446	\$1,588	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66905	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	45 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$7,229	\$7,941	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66906	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	68 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$11,003	\$12,088	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66907	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	33 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$5,301	\$5,824	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66908	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	46 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$7,458	\$8,193	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66909	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	47 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$7,550	\$8,294	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66910	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	65 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$10,441	\$11,471	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66911	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	37 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$5,943	\$6,528	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66912	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	68 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$10,843	\$11,912	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66913	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	55 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$8,839	\$9,710	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66914	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	32 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$5,140	\$5,647	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66915	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	32 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$5,136	\$5,642	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66916	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	44 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$7,068	\$7,765	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66917	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	50 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$8,032	\$8,824	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66918	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	50 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$8,032	\$8,824	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66922	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	56 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$9,023	\$9,912	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66923	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	11 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$1,836	\$2,017	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66924	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	42 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$6,745	\$7,409	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66925	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	64 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$10,357	\$11,378	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66933	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	73 m x DN225 AC	1964	Exclude	Pre 1994 asset	\$22,158	\$24,342	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66934	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	25 m x DN225 AC	1964	Exclude	Pre 1994 asset	\$6,154	\$6,761	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Sensitivity: General  
Section 15

Port Macquarie Hastings Council  
Development Servicing Plan (Sewerage)

Existing Assets - Sewerage

Asset Category	Asset Number	Sewerage Scheme	Asset Location	Service Area(s)	Asset Type	Asset Details	Commissioning Year	Include in DSP?	Justification	MEERA Value	CPI Adjusted MEERA Value	Recoverable Proportion	Recoverable MEERA	Bonny Hills	Camden Haven	Comboyne	Long Flat	Port Macquarie	Telegraph Point	Thrumster
Sewer gravity mains	66935	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	18 m x DN225 AC	1964	Exclude	Pre 1994 asset	\$5,387	\$5,918	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66942	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	38 m x DN225 AC	1964	Exclude	Pre 1994 asset	\$9,194	\$10,101	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66944	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	18 m x DN225 AC	1964	Exclude	Pre 1994 asset	\$4,438	\$4,875	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66946	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	36 m x DN225 AC	1964	Exclude	Pre 1994 asset	\$10,988	\$12,071	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66951	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	40 m x DN225 AC	1964	Exclude	Pre 1994 asset	\$9,709	\$10,666	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66952	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	55 m x DN225 AC	1964	Exclude	Pre 1994 asset	\$22,960	\$25,222	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66953	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - trunk	40 m x DN225 AC	1964	Exclude	Pre 1994 asset	\$9,783	\$10,747	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66954	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	60 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$9,565	\$10,507	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66955	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	29 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$4,658	\$5,118	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66956	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	36 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$5,703	\$6,265	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66994	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	80 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$12,851	\$14,118	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	66995	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	58 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$9,317	\$10,235	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67001	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	91 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$14,650	\$16,094	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67002	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	26 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$4,096	\$4,500	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67003	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	68 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$10,922	\$11,998	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67004	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	60 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$9,638	\$10,588	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67005	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	21 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$3,373	\$3,706	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67006	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	29 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$4,649	\$5,107	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67007	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	51 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$8,166	\$8,970	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67008	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	31 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$6,554	\$7,200	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67009	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	68 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$14,445	\$15,868	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67010	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	50 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$10,621	\$11,668	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67011	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	58 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$12,413	\$13,636	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67012	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	40 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$6,426	\$7,059	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67013	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	16 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$2,565	\$2,818	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67014	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	69 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$11,084	\$12,176	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67015	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	54 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$8,674	\$9,529	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67016	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	51 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$8,206	\$9,015	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67017	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	30 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$4,818	\$5,293	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67018	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	86 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$13,752	\$15,107	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67020	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	44 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$9,347	\$10,268	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67021	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	44 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$9,347	\$10,268	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67022	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	56 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$8,996	\$9,882	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67023	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	38 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$8,174	\$8,980	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67024	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	66 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$10,662	\$11,713	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67025	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	43 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$9,032	\$9,922	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67026	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	19 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$3,082	\$3,385	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67028	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	79 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$12,761	\$14,019	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67029	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	41 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$8,681	\$9,537	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67031	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	51 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$10,807	\$11,872	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67032	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	62 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$10,005	\$10,991	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67033	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	40 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$6,426	\$7,059	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67034	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	79 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$12,690	\$13,941	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67035	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	72 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$15,188	\$16,685	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67036	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	61 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$9,736	\$10,696	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67037	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	80 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$12,867	\$14,135	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer gravity mains	67038	Port Macquarie	Carriers to Sewage Treatment Plant	Port Macquarie	Gravity main - reticulation	20 m x DN150 AC	1964	Exclude	Pre 1994 asset	\$3,132	\$3,441	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

## 16 Future Capital Works Program

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Sensitivity: General  
Section 16

Port Macquarie Hastings Council  
Development Servicing Plans (Water Supply)

Future Water Supply Assets										Recoverable cost by Service Area			
Project Location	Asset Service Area(s)	Project Description	Asset Type	Year	CPI adjusted Cost	Cost	Include in DSP	Justification	Recoverable Proportion	Hastings	Long Flat	Telegraph Point	Comboyne
Rosewood to Port dam	Hastings	Trunk Mains - DN525 Upgrade to DN600 (Rosewood to Port Dam)	Trunk main	2026	\$ 252,500	\$ 250,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$132,059	\$0	\$0	\$0
Rosewood to Port dam	Hastings	Trunk Mains - DN525 Upgrade to DN600 (Rosewood to Port Dam)	Trunk main	2028	\$ 7,070,000	\$ 7,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$3,697,646	\$0	\$0	\$0
Rosewood to Port dam	Hastings	Trunk Mains - DN525 Upgrade to DN600 (Rosewood to Port Dam)	Trunk main	2029	\$ 7,070,000	\$ 7,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$3,697,646	\$0	\$0	\$0
Rosewood to Port dam	Hastings	Trunk Mains - DN525 Upgrade to DN600 (Rosewood to Port Dam)	Trunk main	2030	\$ 7,070,000	\$ 7,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$3,697,646	\$0	\$0	\$0
Rosewood to Port dam	Hastings	Trunk Mains - DN525 Upgrade to DN600 (Rosewood to Port Dam)	Trunk main	2031	\$ 7,070,000	\$ 7,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$3,697,646	\$0	\$0	\$0
Rosewood to Port dam	Hastings	Trunk Mains - DN525 Upgrade to DN600 (Rosewood to Port Dam)	Trunk main	2032	\$ 7,070,000	\$ 7,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$3,697,646	\$0	\$0	\$0
Comboyne	Comboyne	Reservoir - Refurbishment (Comboyne)	Reservoir	2023	\$ 303,000	\$ 300,000	Yes	Asset servicing new development, required within 10 years	23.8%	\$0	\$0	\$0	\$72,027
Long Flat	Long Flat	Reservoir - Refurbishment (Long Flat)	Reservoir	2023	\$ 303,000	\$ 300,000	Yes	Asset servicing new development, required within 10 years	23.8%	\$0	\$72,027	\$0	\$0
Area 15 - Kew	Hastings	Reservoir - New Reservoir (Area 15 - Kew)	Reservoir	2024	\$ 4,545,000	\$ 4,500,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$2,377,058	\$0	\$0	\$0
Pacific Hwy to Bonny Hills	Hastings	Trunk Mains - Southern Arm Trunk Main (SATM) (Pacific Hwy to Bonny Hills)	Trunk Mains	2023	\$ 5,019,700	\$ 4,970,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$2,625,328	\$0	\$0	\$0
Pacific Hwy to Bonny Hills	Hastings	Trunk Mains - Southern Arm Trunk Main (SATM) (Pacific Hwy to Bonny Hills)	Trunk Mains	2024	\$ 7,277,376	\$ 7,205,323	Yes	Asset servicing new development, required within 10 years	52.3%	\$3,806,104	\$0	\$0	\$0
Cowarra Dam to Wauchope	Hastings	Trunk Mains - Pump Station & Backfeed to Wauchope Treatment Plant (Cowarra Dam to Wauchope)	Trunk Mains	2023	\$ 1,010,000	\$ 1,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$528,235	\$0	\$0	\$0
Bonny Hills	Hastings	Reservoir - High Level Reservoir, Booster Pump & Site Consolidation (Bonny Hills)	Reservoir	2024	\$ 5,050,000	\$ 5,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$2,641,175	\$0	\$0	\$0
Granite Street	Hastings	Reservoir - Demolition and rebuild new reservoir (Granite Street)	Reservoir	2025	\$ 151,500	\$ 150,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$79,235	\$0	\$0	\$0
Granite Street	Hastings	Reservoir - Demolition and rebuild new reservoir (Granite Street)	Reservoir	2026	\$ 5,151,000	\$ 5,100,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$2,693,999	\$0	\$0	\$0
Granite Street	Hastings	Reservoir - Demolition and rebuild new reservoir (Granite Street)	Reservoir	2027	\$ 5,107,170	\$ 5,056,604	Yes	Asset servicing new development, required within 10 years	52.3%	\$2,671,076	\$0	\$0	\$0
Granite Street	Hastings	Reservoir - Demolition and rebuild new reservoir (Granite Street)	Reservoir	2028	\$ 3,830,378	\$ 3,792,453	Yes	Asset servicing new development, required within 10 years	52.3%	\$2,003,307	\$0	\$0	\$0
Granite Street	Hastings	Reservoir - Demolition and rebuild new reservoir (Granite Street)	Reservoir	2029	\$ 1,532,151	\$ 1,516,981	Yes	Asset servicing new development, required within 10 years	52.3%	\$801,323	\$0	\$0	\$0
Lakewood	Hastings	Reservoir - Refurbishment (Lakewood)	Reservoir	2024	\$ 404,000	\$ 400,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$211,294	\$0	\$0	\$0
Laurieton No. 2	Hastings	Reservoir - Refurbishment (Laurieton No. 2)	Reservoir	2026	\$ 404,000	\$ 400,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$211,294	\$0	\$0	\$0
Cowarra Dam to Port Macquarie	Hastings	Trunk Mains - Northern Arm Trunk Main (NATM) (Cowarra Dam to Port Macquarie)	Trunk Mains	2023	\$ 3,368,151	\$ 3,334,803	Yes	Asset servicing new development, required within 10 years	52.3%	\$1,761,560	\$0	\$0	\$0
Cowarra Dam to Port Macquarie	Hastings	Trunk Mains - Northern Arm Trunk Main (NATM) (Cowarra Dam to Port Macquarie)	Trunk Mains	2024	\$ 7,864,842	\$ 7,786,972	Yes	Asset servicing new development, required within 10 years	52.3%	\$4,113,352	\$0	\$0	\$0
Cowarra Dam to Port Macquarie	Hastings	Trunk Mains - Northern Arm Trunk Main (NATM) (Cowarra Dam to Port Macquarie)	Trunk Mains	2025	\$ 9,379,729	\$ 9,286,860	Yes	Asset servicing new development, required within 10 years	52.3%	\$4,905,645	\$0	\$0	\$0
Cowarra Dam to Port Macquarie	Hastings	Trunk Mains - Northern Arm Trunk Main (NATM) (Cowarra Dam to Port Macquarie)	Trunk Mains	2026	\$ 9,586,083	\$ 9,491,171	Yes	Asset servicing new development, required within 10 years	52.3%	\$5,013,570	\$0	\$0	\$0
Cowarra Dam to Port Macquarie	Hastings	Trunk Mains - Northern Arm Trunk Main (NATM) (Cowarra Dam to Port Macquarie)	Trunk Mains	2027	\$ 4,896,480	\$ 4,848,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$2,560,884	\$0	\$0	\$0
Sancrox	Hastings	Trunk Mains - Thrumster Trunk Main (Area 13) (Sancrox)	Trunk Mains	2026	\$ 4,595,904	\$ 4,550,400	Yes	Asset servicing new development, required within 10 years	52.3%	\$2,403,681	\$0	\$0	\$0
Port Dam	Hastings	Pump Station - HV Electrical Upgrade (Port Dam)	Pump Station	2023	\$ 505,000	\$ 500,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$264,118	\$0	\$0	\$0
Port Dam	Hastings	Pump Station - HV Electrical Upgrade (Port Dam)	Pump Station	2024	\$ 3,030,000	\$ 3,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$1,584,705	\$0	\$0	\$0
Port Dam	Hastings	Pump Station - HV Electrical Upgrade (Port Dam)	Pump Station	2025	\$ 3,030,000	\$ 3,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$1,584,705	\$0	\$0	\$0
Port Dam	Hastings	Pump Station - Renewal (Port Dam)	Pump Station	2023	\$ 606,000	\$ 600,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$316,941	\$0	\$0	\$0
Port Dam	Hastings	Pump Station - Renewal (Port Dam)	Pump Station	2024	\$ 202,000	\$ 200,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$105,647	\$0	\$0	\$0
Port Dam	Hastings	Pump Station - Renewal (Port Dam)	Pump Station	2025	\$ 209,070	\$ 207,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$109,345	\$0	\$0	\$0
Port Dam	Hastings	Pump Station - Renewal (Port Dam)	Pump Station	2026	\$ 216,387	\$ 214,245	Yes	Asset servicing new development, required within 10 years	52.3%	\$113,172	\$0	\$0	\$0
Port Dam	Hastings	Pump Station - Renewal (Port Dam)	Pump Station	2027	\$ 223,961	\$ 221,744	Yes	Asset servicing new development, required within 10 years	52.3%	\$117,133	\$0	\$0	\$0
Port Dam	Hastings	Pump Station - Renewal (Port Dam)	Pump Station	2028	\$ 231,800	\$ 229,505	Yes	Asset servicing new development, required within 10 years	52.3%	\$121,233	\$0	\$0	\$0
Port Dam	Hastings	Pump Station - Renewal (Port Dam)	Pump Station	2029	\$ 239,912	\$ 237,537	Yes	Asset servicing new development, required within 10 years	52.3%	\$125,475	\$0	\$0	\$0
Port Dam	Hastings	Pump Station - Renewal (Port Dam)	Pump Station	2030	\$ 248,310	\$ 245,851	Yes	Asset servicing new development, required within 10 years	52.3%	\$129,867	\$0	\$0	\$0
General	All service areas	Treatment Plants - Electrical and Mechanical Renewals (General)	Treatment Plants	2023	\$ 212,100	\$ 210,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$109,878	\$86	\$422	\$171
General	All service areas	Treatment Plants - Electrical and Mechanical Renewals (General)	Treatment Plants	2024	\$ 215,628	\$ 213,493	Yes	Asset servicing new development, required within 10 years	52.1%	\$111,706	\$87	\$429	\$174
General	All service areas	Treatment Plants - Electrical and Mechanical Renewals (General)	Treatment Plants	2025	\$ 220,371	\$ 218,189	Yes	Asset servicing new development, required within 10 years	52.1%	\$114,163	\$89	\$439	\$178
General	All service areas	Treatment Plants - Electrical and Mechanical Renewals (General)	Treatment Plants	2026	\$ 225,220	\$ 222,990	Yes	Asset servicing new development, required within 10 years	52.1%	\$116,675	\$91	\$448	\$182
General	All service areas	Treatment Plants - Electrical and Mechanical Renewals (General)	Treatment Plants	2027	\$ 230,174	\$ 227,895	Yes	Asset servicing new development, required within 10 years	52.1%	\$119,242	\$93	\$458	\$186
General	All service areas	Treatment Plants - Electrical and Mechanical Renewals (General)	Treatment Plants	2028	\$ 235,238	\$ 232,909	Yes	Asset servicing new development, required within 10 years	52.1%	\$121,865	\$95	\$468	\$190
General	All service areas	Treatment Plants - Electrical and Mechanical Renewals (General)	Treatment Plants	2029	\$ 240,413	\$ 238,033	Yes	Asset servicing new development, required within 10 years	52.1%	\$124,546	\$97	\$479	\$194
General	All service areas	Treatment Plants - Electrical and Mechanical Renewals (General)	Treatment Plants	2030	\$ 245,703	\$ 243,270	Yes	Asset servicing new development, required within 10 years	52.1%	\$127,286	\$99	\$489	\$198
General	All service areas	Reservoir - Refurbishment (General)	Reservoir	2029	\$ 404,000	\$ 400,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$209,292	\$163	\$804	\$326
General	All service areas	Reservoir - Refurbishment (General)	Reservoir	2030	\$ 404,000	\$ 400,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$209,292	\$163	\$804	\$326
Koree Island	Hastings	Inlet Works - Rock Ramp (Koree Island)	Inlet Works	2023	\$ 1,105,950	\$ 1,095,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$578,417	\$0	\$0	\$0
General	All service areas	Upgrades - Site Security Upgrades (General)	Upgrades	2023	\$ 757,500	\$ 750,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$392,423	\$306	\$1,508	\$612
General	All service areas	Upgrades - Site Security Upgrades (General)	Upgrades	2024	\$ 757,500	\$ 750,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$392,423	\$306	\$1,508	\$612
General	All service areas	Upgrades - Site Security Upgrades (General)	Upgrades	2025	\$ 101,000	\$ 100,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$52,323	\$41	\$201	\$82
General	All service areas	Upgrades - Site Security Upgrades (General)	Upgrades	2026	\$ 103,222	\$ 102,200	Yes	Asset servicing new development, required within 10 years	52.1%	\$53,474	\$42	\$205	\$83
General	All service areas	Upgrades - Site Security Upgrades (General)	Upgrades	2027	\$ 105,492	\$ 104,448	Yes	Asset servicing new development, required within 10 years	52.1%	\$54,650	\$43	\$210	\$85
General	All service areas	Upgrades - Site Security Upgrades (General)	Upgrades	2028	\$ 107,813	\$ 106,746	Yes	Asset servicing new development, required within 10 years	52.1%	\$55,853	\$44	\$215	\$87
General	All service areas	Upgrades - Site Security Upgrades (General)	Upgrades	2029	\$ 110,186	\$ 109,095	Yes	Asset servicing new development, required within 10 years	52.1%	\$57,082	\$45	\$219	\$89
General	All service areas	Upgrades - Site Security Upgrades (General)	Upgrades	2030	\$ 112,610	\$ 111,495	Yes	Asset servicing new development, required within 10 years	52.1%	\$58,338	\$45	\$224	\$91
Telegraph Point	Telegraph Point	Reservoir - Balance Tank Renewal (Telegraph Point)	Reservoir	2025	\$ 101,000	\$ 100,000	Yes	Asset servicing new development, required within 10 years	23.8%	\$0	\$0	\$24,009	\$0
Rosewood to Cowarra Dam	Hastings	Trunk Mains - Rosewood Cowarra Trunk Main (DN900) (Rosewood to Cowarra Dam)	Trunk Mains	2031	\$ 9,799,025	\$ 9,702,005	Yes	Asset servicing new development, required within 10 years	52.3%	\$5,124,939	\$0	\$0	\$0
Rosewood to Cowarra Dam	Hastings	Trunk Mains - Rosewood Cowarra Trunk Main (DN900) (Rosewood to Cowarra Dam)	Trunk Mains	2032	\$ 10,014,603	\$ 9,915,449	Yes	Asset servicing new development, required within 10 years	52.3%	\$5,237,688	\$0	\$0	\$0
Rosewood to Cowarra Dam	Hastings	Trunk Mains - Rosewood Cowarra Trunk Main (DN900) (Rosewood to Cowarra Dam)	Trunk Mains	2033	\$ 693,954	\$ 687,083	Yes	Asset servicing new development, beyond 10 years but part of staged program to construct asset	52.3%	\$362,941	\$0	\$0	\$0
Area 15 - Bonny Hills to Kew Reservoir	Hastings	Trunk Mains - Bonny Hills Kew Trunk Main (DN600/DN450) (Area 15 - Bonny Hills to Kew Reservoir)	Trunk Mains	2023	\$ 505,000	\$ 500,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$264,118	\$0	\$0	\$0
Area 15 - Bonny Hills to Kew Reservoir	Hastings	Trunk Mains - Bonny Hills Kew Trunk Main (DN600/DN450) (Area 15 - Bonny Hills to Kew Reservoir)	Trunk Mains	2024	\$ 8,080,000	\$ 8,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$4,225,881	\$0	\$0	\$0
Area 15 - Bonny Hills to Kew Reservoir	Hastings	Trunk Mains - Bonny Hills Kew Trunk Main (DN600/DN450) (Area 15 - Bonny Hills to Kew Reservoir)	Trunk Mains	2025	\$ 4,684,870	\$ 4,638,485	Yes	Asset servicing new development, required within 10 years	52.3%	\$2,450,211	\$0	\$0	\$0
General	All service areas	Communications - SCADA Upgrade (General)	Communications	2023	\$ 1,010,000	\$ 1,000,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$523,230	\$408	\$2,011	\$816
General	All service areas	Communications - SCADA Upgrade (General)	Communications	2024	\$ 53,907	\$ 53,373	Yes	Asset servicing new development, required within 10 years	52.1%	\$27,926	\$22	\$107	\$44
General	All service areas	Communications - SCADA Upgrade (General)	Communications	2025	\$ 55,092	\$ 54,547	Yes	Asset servicing new development, required within 10 years	52.1%	\$28,541	\$22	\$110	\$45



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Section 16

Port Macquarie Hastings Council  
Development Servicing Plans (Water Supply)

Project Location	Asset Service Area(s)	Project Description	Asset Type	Year	CPI adjusted Cost	Cost	Include in DSP	Justification	Recoverable Proportion	Hastings	Long Flat	Telegraph Point	Comboyne
General	All service areas	Communications - SCADA Upgrade (General)	Communications	2026	\$ 56,304	\$ 55,747	Yes	Asset servicing new development, required within 10 years	52.1%	\$29,169	\$23	\$112	\$45
General	All service areas	Communications - SCADA Upgrade (General)	Communications	2027	\$ 57,544	\$ 56,974	Yes	Asset servicing new development, required within 10 years	52.1%	\$29,811	\$23	\$115	\$46
General	All service areas	Communications - SCADA Upgrade (General)	Communications	2028	\$ 58,809	\$ 58,227	Yes	Asset servicing new development, required within 10 years	52.1%	\$30,466	\$24	\$117	\$48
General	All service areas	Communications - SCADA Upgrade (General)	Communications	2029	\$ 60,103	\$ 59,508	Yes	Asset servicing new development, required within 10 years	52.1%	\$31,136	\$24	\$120	\$49
General	All service areas	Communications - SCADA Upgrade (General)	Communications	2030	\$ 61,425	\$ 60,817	Yes	Asset servicing new development, required within 10 years	52.1%	\$31,821	\$25	\$122	\$50
Cowarra Dam	Hastings	Treatment Plants - Water treatment/Filtration Plant (Cowarra Dam)	Treatment Plants	2023	\$ 2,121,000	\$ 2,100,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$1,109,294	\$0	\$0	\$0
Cowarra Dam	Hastings	Treatment Plants - Water treatment/Filtration Plant (Cowarra Dam)	Treatment Plants	2024	\$ 12,423,000	\$ 12,300,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$6,497,292	\$0	\$0	\$0
Cowarra Dam	Hastings	Treatment Plants - Water treatment/Filtration Plant (Cowarra Dam)	Treatment Plants	2025	\$ 37,168,000	\$ 36,800,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$19,439,051	\$0	\$0	\$0
Cowarra Dam	Hastings	Treatment Plants - Water treatment/Filtration Plant (Cowarra Dam)	Treatment Plants	2026	\$ 49,490,000	\$ 49,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$25,883,519	\$0	\$0	\$0
Cowarra Dam	Hastings	Treatment Plants - Water treatment/Filtration Plant (Cowarra Dam)	Treatment Plants	2027	\$ 24,625,719	\$ 24,381,900	Yes	Asset servicing new development, required within 10 years	52.3%	\$12,879,375	\$0	\$0	\$0
Wauchope WTP	Hastings	Reservoir - Wauchope WTP Reservoir No. 2 (5 ML) (Wauchope WTP)	Reservoir	2026	\$ 101,000	\$ 100,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$52,824	\$0	\$0	\$0
Wauchope WTP	Hastings	Reservoir - Wauchope WTP Reservoir No. 2 (5 ML) (Wauchope WTP)	Reservoir	2027	\$ 5,555,000	\$ 5,500,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$2,905,293	\$0	\$0	\$0
Widderson Street	Hastings	Reservoir - Pressure Main Renewal (Widderson Street)	Reservoir	2025	\$ 151,500	\$ 150,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$79,235	\$0	\$0	\$0
Widderson Street	Hastings	Reservoir - Pressure Main Renewal (Widderson Street)	Reservoir	2026	\$ 1,010,000	\$ 1,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$528,235	\$0	\$0	\$0
Area 14 - north of Ocean Drive east of Ocean Club	Hastings	Trunk Mains - Area 14 Supply Main (DN300/DN250/DN200) (Area 14 - north of Ocean Drive east of Ocean Club )	Trunk Mains	2025	\$ 191,519	\$ 189,623	Yes	Asset servicing new development, required within 10 years	52.3%	\$100,166	\$0	\$0	\$0
Area 14 - Ocean Dr Bonny View Dr to Trinidad Dr	Hastings	Trunk Mains - Area 14 Supply Main (DN375) (Area 14 - Ocean Dr Bonny View Dr to Trinidad Dr)	Trunk Mains	2028	\$ 510,717	\$ 505,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$267,107	\$0	\$0	\$0
Area 14 - Ocean Dr from McGilvray Rd to Seawind Ch	Hastings	Trunk Mains - Area 14 Supply Main (DN450) (Area 14 - Ocean Dr from McGilvray Rd to Seawind Ch)	Trunk Mains	2032	\$ 472,413	\$ 467,736	Yes	Asset servicing new development, required within 10 years	52.3%	\$247,075	\$0	\$0	\$0
Area 14 - McGilvray Rd to Bonny Hills Reservoir	Hastings	Trunk Mains - Area 14 Supply Mains - Bonny Hills Reservoir Outlet (Area 14 - McGilvray Rd to Bonny Hills Reservoir)	Trunk Mains	2030	\$ 542,637	\$ 537,264	Yes	Asset servicing new development, required within 10 years	52.3%	\$283,802	\$0	\$0	\$0
Laurieton	Hastings	Renewals - Reticulation Augmentation (Laurieton)	Renewals	2027	\$ 283,448	\$ 280,642	Yes	Asset servicing new development, required within 10 years	52.3%	\$148,245	\$0	\$0	\$0
Laurieton	Hastings	Renewals - Reticulation Augmentation (Laurieton)	Renewals	2028	\$ 283,448	\$ 280,642	Yes	Asset servicing new development, required within 10 years	52.3%	\$148,245	\$0	\$0	\$0
Laurieton	Hastings	Renewals - Reticulation Augmentation (Laurieton)	Renewals	2029	\$ 283,448	\$ 280,642	Yes	Asset servicing new development, required within 10 years	52.3%	\$148,245	\$0	\$0	\$0
Area 15	Hastings	Trunk Mains - New Mains (Area 15)	Trunk Mains	2029	\$ 255,358	\$ 252,830	Yes	Asset servicing new development, required within 10 years	52.3%	\$133,554	\$0	\$0	\$0
Area 15	Hastings	Trunk Mains - New Mains (Area 15)	Trunk Mains	2030	\$ 383,037	\$ 379,245	Yes	Asset servicing new development, required within 10 years	52.3%	\$200,331	\$0	\$0	\$0
Kendall	Hastings	Trunk Mains - Kendall Street Trunk Main Augmentation (DN375) (Kendall)	Trunk Mains	2023	\$ 717,100	\$ 710,000	No	Asset servicing new development, required within 10 years	52.3%	\$375,047	\$0	\$0	\$0
Dunbogan	Hastings	Trunk Mains - Camden Head Rd from James Atkins Cl to Bergallia Cr Trunk Main (DN200) (Dunbogan)	Trunk Mains	2027	\$ 413,681	\$ 409,585	Yes	Asset servicing new development, required within 10 years	52.3%	\$216,357	\$0	\$0	\$0
Westport Area	Hastings	Trunk Mains - Westport Link Mains - Buller St/Park St/Warlters St from Drew Cl to Hollingsworth St Trunk Main (DN300) (Westport Area)	Trunk Mains	2028	\$ 344,734	\$ 341,321	Yes	Asset servicing new development, required within 10 years	52.3%	\$180,298	\$0	\$0	\$0
Granite Street	Hastings	Trunk Mains - Granite St from Moyura Dr to Savoy St Trunk Main (DN450) (Granite Street)	Trunk Mains	2028	\$ 846,412	\$ 838,032	Yes	Asset servicing new development, required within 10 years	52.3%	\$442,678	\$0	\$0	\$0
Granite Street	Hastings	Trunk Mains - Savoy St/Grant Street from Granite St to Church St Trunk Main (DN450) (Granite Street)	Trunk Mains	2028	\$ 819,701	\$ 811,585	Yes	Asset servicing new development, required within 10 years	52.3%	\$428,708	\$0	\$0	\$0
Mill Hill	Hastings	Trunk Mains - Mill Hill Eastern Outlet Main (DN375) (Mill Hill)	Trunk Mains	2028	\$ 783,951	\$ 776,189	Yes	Asset servicing new development, required within 10 years	52.3%	\$410,010	\$0	\$0	\$0
NATM	Hastings	Trunk Mains - Northern Arm Trunk Main (NATM S3) (DN450) (Ocean Dr from Marbuk Av to Maher Rd)	Trunk Mains	2023	\$ 5,522,478	\$ 5,467,800	Yes	Asset servicing new development, required within 10 years	52.3%	\$2,888,284	\$0	\$0	\$0
Mill Hill	Hastings	Trunk Mains - Innes Peninsula Trunk Mains (DN300/DN250) (Mill Hill)	Trunk Mains	2027	\$ 97,036	\$ 96,075	Yes	Asset servicing new development, required within 10 years	52.3%	\$50,750	\$0	\$0	\$0
Mill Hill	Hastings	Trunk Mains - Innes Peninsula Trunk Mains (DN300/DN250) (Mill Hill)	Trunk Mains	2028	\$ 97,036	\$ 96,075	Yes	Asset servicing new development, required within 10 years	52.3%	\$50,750	\$0	\$0	\$0
Mill Hill	Hastings	Trunk Mains - Innes Peninsula Trunk Mains (DN300/DN250) (Mill Hill)	Trunk Mains	2030	\$ 140,448	\$ 139,057	Yes	Asset servicing new development, required within 10 years	52.3%	\$73,455	\$0	\$0	\$0
Mill Hill	Hastings	Trunk Mains - Innes Peninsula Trunk Mains (DN300/DN250) (Mill Hill)	Trunk Mains	2031	\$ 140,448	\$ 139,057	Yes	Asset servicing new development, required within 10 years	52.3%	\$73,455	\$0	\$0	\$0
O'Briens	Hastings	Trunk Mains - Chalmers St Trunk Mains (O'Briens)	Trunk Mains	2025	\$ 113,634	\$ 112,509	Yes	Asset servicing new development, required within 10 years	52.3%	\$59,431	\$0	\$0	\$0
O'Briens	Hastings	Trunk Mains - Chalmers St Trunk Mains (O'Briens)	Trunk Mains	2028	\$ 114,912	\$ 113,774	Yes	Asset servicing new development, required within 10 years	52.3%	\$60,099	\$0	\$0	\$0
O'Briens	Hastings	Trunk Mains - Yarramundi Rd Trunk Mains (O'Briens)	Trunk Mains	2024	\$ 105,974	\$ 104,925	Yes	Asset servicing new development, required within 10 years	52.3%	\$55,425	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Industrial Distribution (DN300/DN250) (Sancrox - west of Highway)	Trunk Mains	2023	\$ 505,000	\$ 500,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$264,118	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Industrial Distribution (DN300/DN250) (Sancrox - west of Highway)	Trunk Mains	2024	\$ 1,252,400	\$ 1,240,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$655,012	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Industrial Distribution (DN300/DN250) (Sancrox - west of Highway)	Trunk Mains	2025	\$ 1,010,000	\$ 1,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$528,235	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Industrial Distribution (DN300/DN250) (Sancrox - west of Highway)	Trunk Mains	2026	\$ 1,010,000	\$ 1,000,000	Yes	Asset servicing new development, required within 10 years	52.3%	\$528,235	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Industrial Distribution (DN300/DN250) (Sancrox - west of Highway)	Trunk Mains	2027	\$ 958,871	\$ 949,377	Yes	Asset servicing new development, required within 10 years	52.3%	\$501,494	\$0	\$0	\$0
Sancrox - east of Highway	Hastings	Trunk Mains - Thrumster (Area 13) Trunk Mains (Various) (Sancrox - east of Highway)	Trunk Mains	2028	\$ 383,037	\$ 379,245	Yes	Asset servicing new development, required within 10 years	52.3%	\$200,331	\$0	\$0	\$0
Sancrox - east of Highway	Hastings	Trunk Mains - Thrumster (Area 13) Trunk Mains (Various) (Sancrox - east of Highway)	Trunk Mains	2029	\$ 383,037	\$ 379,245	Yes	Asset servicing new development, required within 10 years	52.3%	\$200,331	\$0	\$0	\$0
Sancrox - east of Highway	Hastings	Trunk Mains - Thrumster (Area 13) Trunk Mains (Various) (Sancrox - east of Highway)	Trunk Mains	2030	\$ 446,878	\$ 442,453	Yes	Asset servicing new development, required within 10 years	52.3%	\$233,719	\$0	\$0	\$0
Sancrox - east of Highway	Hastings	Trunk Mains - Thrumster (Area 13) Trunk Mains (Various) (Sancrox - east of Highway)	Trunk Mains	2031	\$ 510,717	\$ 505,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$267,107	\$0	\$0	\$0
Sancrox - east of Highway	Hastings	Trunk Mains - Thrumster (Area 13) Trunk Mains (Various) (Sancrox - east of Highway)	Trunk Mains	2032	\$ 510,717	\$ 505,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$267,107	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Residential Trunk Mains (Various) (Sancrox - west of Highway)	Trunk Mains	2025	\$ 383,037	\$ 379,245	Yes	Asset servicing new development, required within 10 years	52.3%	\$200,331	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Residential Trunk Mains (Various) (Sancrox - west of Highway)	Trunk Mains	2026	\$ 510,717	\$ 505,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$267,107	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Residential Trunk Mains (Various) (Sancrox - west of Highway)	Trunk Mains	2027	\$ 510,717	\$ 505,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$267,107	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Residential Trunk Mains (Various) (Sancrox - west of Highway)	Trunk Mains	2028	\$ 510,717	\$ 505,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$267,107	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Residential Trunk Mains (Various) (Sancrox - west of Highway)	Trunk Mains	2029	\$ 510,717	\$ 505,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$267,107	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Residential Trunk Mains (Various) (Sancrox - west of Highway)	Trunk Mains	2030	\$ 510,717	\$ 505,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$267,107	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Residential Trunk Mains (Various) (Sancrox - west of Highway)	Trunk Mains	2031	\$ 510,717	\$ 505,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$267,107	\$0	\$0	\$0
Sancrox - west of Highway	Hastings	Trunk Mains - Sancrox Residential Trunk Mains (Various) (Sancrox - west of Highway)	Trunk Mains	2032	\$ 510,717	\$ 505,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$267,107	\$0	\$0	\$0



Sensitivity: General  
Section 16

Port Macquarie Hastings Council  
Development Servicing Plans (Water Supply)

Project Location	Asset Service Area(s)	Project Description	Asset Type	Year	CPI adjusted Cost	Cost	Include in DSP	Justification	Recoverable Proportion	Hastings	Long Flat	Telegraph Point	Comboyne
Area Wide	All service areas	Planning - Planning - Developer Servicing Plans (DSP) (Area Wide)	Planning	2027	\$ 101,000	\$ 100,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$52,323	\$41	\$201	\$82
Area Wide	All service areas	Renewals - DSP fundable renewals (Area Wide)	Renewals	2023	\$ 808,000	\$ 800,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$418,584	\$326	\$1,608	\$653
Area Wide	All service areas	Renewals - DSP fundable renewals (Area Wide)	Renewals	2024	\$ 754,470	\$ 747,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$390,853	\$305	\$1,502	\$609
Area Wide	All service areas	Renewals - DSP fundable renewals (Area Wide)	Renewals	2025	\$ 771,640	\$ 764,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$399,748	\$312	\$1,536	\$623
Area Wide	All service areas	Renewals - DSP fundable renewals (Area Wide)	Renewals	2026	\$ 787,800	\$ 780,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$408,120	\$318	\$1,568	\$636
Area Wide	All service areas	Renewals - DSP fundable renewals (Area Wide)	Renewals	2027	\$ 805,980	\$ 798,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$417,538	\$326	\$1,604	\$651
Area Wide	All service areas	Renewals - DSP fundable renewals (Area Wide)	Renewals	2028	\$ 823,150	\$ 815,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$426,433	\$332	\$1,639	\$665
Area Wide	All service areas	Renewals - DSP fundable renewals (Area Wide)	Renewals	2029	\$ 841,330	\$ 833,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$435,851	\$340	\$1,675	\$680
Area Wide	All service areas	Renewals - DSP fundable renewals (Area Wide)	Renewals	2030	\$ 859,510	\$ 851,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$445,269	\$347	\$1,711	\$694
Area Wide	All service areas	Renewals - DSP fundable renewals (Area Wide)	Renewals	2031	\$ 872,640	\$ 864,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$452,071	\$352	\$1,737	\$705
Area Wide	All service areas	Renewals - DSP fundable renewals (Area Wide)	Renewals	2032	\$ 885,770	\$ 877,000	Yes	Asset servicing new development, required within 10 years	52.1%	\$458,873	\$358	\$1,763	\$716
Telegraph Point	Telegraph Point	Treatment Plants - Telegraph Point WTP Augmentation (Telegraph Point)	Treatment Plants	2024	\$ 50,500	\$ 50,000	Yes	Asset servicing new development, required within 10 years	23.8%	\$0	\$0	\$12,004	\$0
Wauchope	Hastings	Trunk Mains - Cameron Street Trunk Mains Upgrades (DN450/DN300) (Wauchope)	Trunk Mains	2029	\$ 693,298	\$ 686,434	Yes	Asset servicing new development, required within 10 years	52.3%	\$362,599	\$0	\$0	\$0
Wauchope	Hastings	Trunk Mains - Cameron Street Trunk Mains Upgrades (DN450/DN300) (Wauchope)	Trunk Mains	2030	\$ 181,304	\$ 179,509	Yes	Asset servicing new development, required within 10 years	52.3%	\$94,823	\$0	\$0	\$0
Wauchope	Hastings	Trunk Mains - Cameron Street Trunk Mains Upgrades (DN450/DN300) (Wauchope)	Trunk Mains	2031	\$ 172,367	\$ 170,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$90,149	\$0	\$0	\$0
Wauchope	Hastings	Trunk Mains - High Street Renewal and Upgrades (DN300) (Wauchope)	Trunk Mains	2027	\$ 186,412	\$ 184,566	Yes	Asset servicing new development, required within 10 years	52.3%	\$97,494	\$0	\$0	\$0
Wauchope	Hastings	Trunk Mains - High Street Renewal and Upgrades (DN300) (Wauchope)	Trunk Mains	2028	\$ 186,412	\$ 184,566	Yes	Asset servicing new development, required within 10 years	52.3%	\$97,494	\$0	\$0	\$0
Wauchope	Hastings	Trunk Mains - High Street Renewal and Upgrades (DN300) (Wauchope)	Trunk Mains	2029	\$ 186,412	\$ 184,566	Yes	Asset servicing new development, required within 10 years	52.3%	\$97,494	\$0	\$0	\$0
Wauchope	Hastings	Trunk Mains - Blackbutt Dr Renewal and Upgrades (DN200) (Wauchope)	Trunk Mains	2027	\$ 114,912	\$ 113,774	Yes	Asset servicing new development, required within 10 years	52.3%	\$60,099	\$0	\$0	\$0
Wauchope	Hastings	Trunk Mains - Randall St Renewal and Upgrades (DN200) (Wauchope)	Trunk Mains	2028	\$ 172,367	\$ 170,660	Yes	Asset servicing new development, required within 10 years	52.3%	\$90,149	\$0	\$0	\$0
Beechwood	Hastings	Trunk Mains - Beechwood Zone Reconfiguration (Beechwood)	Trunk Mains	2028	\$ 191,519	\$ 189,623	Yes	Asset servicing new development, required within 10 years	52.3%	\$100,166	\$0	\$0	\$0
King Creek	Hastings	Trunk Mains - Sarah's Cr Renewal and Upgrade (DN200) (King Creek)	Trunk Mains	2029	\$ 191,519	\$ 189,623	Yes	Asset servicing new development, required within 10 years	52.3%	\$100,166	\$0	\$0	\$0
King Creek	Hastings	Trunk Mains - King Creek Rd Renewal and Upgrade (DN200) (King Creek)	Trunk Mains	2027	\$ 402,190	\$ 398,208	Yes	Asset servicing new development, required within 10 years	52.3%	\$210,347	\$0	\$0	\$0
King Creek	Hastings	Trunk Mains - King Creek Rd Renewal and Upgrade (DN200) (King Creek)	Trunk Mains	2028	\$ 402,190	\$ 398,208	Yes	Asset servicing new development, required within 10 years	52.3%	\$210,347	\$0	\$0	\$0
King Creek	Hastings	Trunk Mains - King Creek Rd Renewal and Upgrade (DN200) (King Creek)	Trunk Mains	2029	\$ 402,190	\$ 398,208	Yes	Asset servicing new development, required within 10 years	52.3%	\$210,347	\$0	\$0	\$0
Yippin Creek	Hastings	Trunk Mains - Yippin Creek Trunk Mains (DN300) (Yippin Creek)	Trunk Mains	2026	\$ 384,314	\$ 380,509	Yes	Asset servicing new development, required within 10 years	52.3%	\$200,998	\$0	\$0	\$0
Yippin Creek	Hastings	Trunk Mains - Yippin Creek Trunk Mains (DN300) (Yippin Creek)	Trunk Mains	2027	\$ 384,314	\$ 380,509	Yes	Asset servicing new development, required within 10 years	52.3%	\$200,998	\$0	\$0	\$0
Yippin Creek	Hastings	Trunk Mains - Yippin Creek Northern Trunk Mains (DN250) (Yippin Creek)	Trunk Mains	2025	\$ 245,144	\$ 242,717	Yes	Asset servicing new development, required within 10 years	52.3%	\$128,212	\$0	\$0	\$0
Yippin Creek	Hastings	Trunk Mains - Yippin Creek Northern Trunk Mains (DN250) (Yippin Creek)	Trunk Mains	2025	\$ 245,144	\$ 242,717	Yes	Asset servicing new development, required within 10 years	52.3%	\$128,212	\$0	\$0	\$0
Widderson Street	Hastings	Trunk Mains - Airport Industrial Trunk Mains (DN250/DDN200) (Widderson Street)	Trunk Mains	2027	\$ 930,186	\$ 920,976	Yes	Asset servicing new development, required within 10 years	52.3%	\$486,492	\$0	\$0	\$0
Widderson Street	Hastings	Trunk Mains - Hastings River Dr Trunk Mains (DN150) (Widderson Street)	Trunk Mains	2027	\$ 113,634	\$ 112,509	Yes	Asset servicing new development, required within 10 years	52.3%	\$59,431	\$0	\$0	\$0
Widderson Street	Hastings	Trunk Mains - Jindalee Rd Trunk Mains (DN250/DN200) (Widderson Street)	Trunk Mains	2024	\$ 105,974	\$ 104,925	Yes	Asset servicing new development, required within 10 years	52.3%	\$55,425	\$0	\$0	\$0
Widderson Street	Hastings	Trunk Mains - Port Macquarie Industrial Trunk Mains (DN150) (Widderson Street)	Trunk Mains	2024	\$ 182,582	\$ 180,774	Yes	Asset servicing new development, required within 10 years	52.3%	\$95,491	\$0	\$0	\$0
Telegraph Point	Telegraph Point	Reservoir - Clearwater& Balance Tank Storage Capacity & Renewals (Telegraph Point)	Reservoir	2023	\$ 1,010,000	\$ 1,000,000	Yes	Asset servicing new development, required within 10 years	23.8%	\$0	\$0	\$240,089	\$0
Telegraph Point	Telegraph Point	Reservoir - Clearwater& Balance Tank Storage Capacity & Renewals (Telegraph Point)	Reservoir	2025	\$ 3,030,000	\$ 3,000,000	Yes	Asset servicing new development, required within 10 years	23.8%	\$0	\$0	\$720,266	\$0
Telegraph Point	Telegraph Point	Reservoir - Clearwater& Balance Tank Storage Capacity & Renewals (Telegraph Point)	Reservoir	2026	\$ 202,000	\$ 200,000	Yes	Asset servicing new development, required within 10 years	23.8%	\$0	\$0	\$48,018	\$0
Telegraph Point	Telegraph Point	Reservoir - Clearwater& Balance Tank Storage Capacity & Renewals (Telegraph Point)	Reservoir	2027	\$ 1,818,000	\$ 1,800,000	Yes	Asset servicing new development, required within 10 years	23.8%	\$0	\$0	\$432,159	\$0
Bonny Hills	Hastings	Recycle - Area 14 Recycled Trunk Water Mains (Various Sizes) (Bonny Hills)	Trunk Mains	2025	\$ 191,519	\$ 189,623	Yes	Asset servicing new development, required within 10 years	52.3%	\$100,166	\$0	\$0	\$0
Bonny Hills	Hastings	Recycle - Area 14 Recycled Trunk Water Mains (Various Sizes) (Bonny Hills)	Trunk Mains	2026	\$ 191,519	\$ 189,623	Yes	Asset servicing new development, required within 10 years	52.3%	\$100,166	\$0	\$0	\$0
Bonny Hills	Hastings	Recycle - Area 14 Recycled Trunk Water Mains (Various Sizes) (Bonny Hills)	Trunk Mains	2027	\$ 191,519	\$ 189,623	Yes	Asset servicing new development, required within 10 years	52.3%	\$100,166	\$0	\$0	\$0
Bonny Hills	Hastings	Recycle - Area 14 Recycled Trunk Water Mains (Various Sizes) (Bonny Hills)	Trunk Mains	2028	\$ 191,519	\$ 189,623	Yes	Asset servicing new development, required within 10 years	52.3%	\$100,166	\$0	\$0	\$0
Bonny Hills	Hastings	Recycle - Area 14 Recycled Trunk Water Mains (Various Sizes) (Bonny Hills)	Trunk Mains	2029	\$ 191,519	\$ 189,623	Yes	Asset servicing new development, required within 10 years	52.3%	\$100,166	\$0	\$0	\$0
Bonny Hills	Hastings	Recycle - Area 14 Recycled Trunk Water Mains (Various Sizes) (Bonny Hills)	Trunk Mains	2030	\$ 191,519	\$ 189,623	Yes	Asset servicing new development, required within 10 years	52.3%	\$100,166	\$0	\$0	\$0
Bonny Hills	Hastings	Recycle - Area 14 Recycled Trunk Water Mains (Various Sizes) (Bonny Hills)	Trunk Mains	2031	\$ 191,519	\$ 189,623	Yes	Asset servicing new development, required within 10 years	52.3%	\$100,166	\$0	\$0	\$0
Thrumster	Hastings	Recycle - Area 14 Recycled Trunk Water Mains (Various Sizes) (Bonny Hills)	Trunk Mains	2032	\$ 191,519	\$ 189,623	Yes	Asset servicing new development, required within 10 years	52.3%	\$100,166	\$0	\$0	\$0
Thrumster	Hastings	Recycle - Area 13 Recycled Trunk Water Mains (Various Sizes) (Thrumster)	Trunk Mains	2025	\$ 280,894	\$ 278,113	Yes	Asset servicing new development, required within 10 years	52.3%	\$146,909	\$0	\$0	\$0
Thrumster	Hastings	Recycle - Area 13 Recycled Trunk Water Mains (Various Sizes) (Thrumster)	Trunk Mains	2026	\$ 280,894	\$ 278,113	Yes	Asset servicing new development, required within 10 years	52.3%	\$146,909	\$0	\$0	\$0
Thrumster	Hastings	Recycle - Area 13 Recycled Trunk Water Mains (Various Sizes) (Thrumster)	Trunk Mains	2027	\$ 277,064	\$ 274,321	Yes	Asset servicing new development, required within 10 years	52.3%	\$144,906	\$0	\$0	\$0
Thrumster	Hastings	Recycle - Area 13 Recycled Trunk Water Mains (Various Sizes) (Thrumster)	Trunk Mains	2028	\$ 277,064	\$ 274,321	Yes	Asset servicing new development, required within 10 years	52.3%	\$144,906	\$0	\$0	\$0

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Port Macquarie Hastings Council  
Development Servicing Plans (Water Supply)

Project Location	Asset Service Area(s)	Project Description	Asset Type	Year	CPI adjusted Cost	Cost	Include in DSP	Justification	Recoverable Proportion	Hastings	Long Flat	Telegraph Point	Comboyne
Thrumster	Hastings	Recycle - Area 13 Recycled Trunk Water Mains (Various Sizes) (Thrumster)	Trunk Mains	2029	\$ 277,064	\$ 274,321	Yes	Asset servicing new development, required within 10 years	52.3%	\$144,906	\$0	\$0	\$0
Thrumster	Hastings	Recycle - Area 13 Recycled Trunk Water Mains (Various Sizes) (Thrumster)	Trunk Mains	2030	\$ 277,064	\$ 274,321	Yes	Asset servicing new development, required within 10 years	52.3%	\$144,906	\$0	\$0	\$0
Thrumster	Hastings	Recycle - Area 13 Recycled Trunk Water Mains (Various Sizes) (Thrumster)	Trunk Mains	2031	\$ 277,064	\$ 274,321	Yes	Asset servicing new development, required within 10 years	52.3%	\$144,906	\$0	\$0	\$0
Thrumster	Hastings	Recycle - Area 13 Recycled Trunk Water Mains (Various Sizes) (Thrumster)	Trunk Mains	2032	\$ 277,064	\$ 274,321	Yes	Asset servicing new development, required within 10 years	52.3%	\$144,906	\$0	\$0	\$0
Port Macquarie	Hastings	Recycle - Recycled Water Pumping Station (Oxley Highway & Lake Road)	Reservoir	2027	\$ 383,037	\$ 379,245	Yes	Asset servicing new development, required within 10 years	52.3%	\$200,331	\$0	\$0	\$0

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Port Macquarie Hastings Council  
Development Servicing Plans (Sewerage)

Future Sewerage Assets									Recoverable Cost by Service Area							
Project Location	Asset Service Area(s)	Project Description	Asset Type	Year	CPI Adjusted cost	Cost	Include in DSP	Justification	Bonny Hills	Camden Haven	Comboyne	Long Flat	Port Macquarie	Telegraph Point	Thrumster	Wauchope
DN15RM2	Camden Haven	Rising Main Upgrade	Rising Mains	2024	\$421,956	\$417,778	Yes	Trunk asset, within 10 years	\$0	\$172,626	\$0	\$0	\$0	\$0	\$0	\$0
CHSPS02	Camden Haven	SPS Renewal	Pump Station	2023	\$1,230,229	\$1,218,049	Yes	Trunk asset, within 10 years	\$0	\$503,300	\$0	\$0	\$0	\$0	\$0	\$0
BHSTP	Bonny Hills	Area 14 Sewer Treatment Upgrade (Stage 2)	Treatment Plant	2030	\$705,409	\$698,425	Yes	Trunk asset, within 10 years	\$402,491	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BHSTP	Bonny Hills	Area 14 Sewer Treatment Upgrade (Stage 2)	Treatment Plant	2031	\$7,054,093	\$6,984,250	Yes	Trunk asset, within 10 years	\$4,024,908	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Area Wide	All except villages	Rising Mains Replacement Program	Renewals	2026	\$252,500	\$250,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$11,569	\$17,579	\$0	\$0	\$54,244	\$0	\$32,875	\$10,077
Area Wide	All except villages	Rising Mains Replacement Program	Renewals	2027	\$505,000	\$500,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$23,138	\$35,158	\$0	\$0	\$108,489	\$0	\$65,750	\$20,154
Area Wide	All except villages	Rising Mains Replacement Program	Renewals	2028	\$522,675	\$517,500	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$23,947	\$36,388	\$0	\$0	\$112,286	\$0	\$68,051	\$20,859
Area Wide	All except villages	Rising Mains Replacement Program	Renewals	2029	\$540,969	\$535,613	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$24,786	\$37,662	\$0	\$0	\$116,216	\$0	\$70,433	\$21,589
Area Wide	All except villages	Rising Mains Replacement Program	Renewals	2030	\$559,903	\$554,359	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$25,653	\$38,980	\$0	\$0	\$120,283	\$0	\$72,898	\$22,345
PMSPS17	Port Macquarie	SPS Upgrade	Pump Station	2025	\$151,500	\$150,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$63,132	\$0	\$0	\$0
PMSPS17	Port Macquarie	SPS Upgrade	Pump Station	2027	\$2,525,000	\$2,500,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$1,052,198	\$0	\$0	\$0
PMSPS18	Port Macquarie	SPS & Rising Main Upgrade	Pump Station	2023	\$3,373,570	\$3,340,168	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$1,405,808	\$0	\$0	\$0
PMSPS11 & PMSPS20	Port Macquarie	Rising Main Renewal, Upgrade & Relocation	Rising Mains	2023	\$545,400	\$540,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$227,275	\$0	\$0	\$0
PMSPS11 & PMSPS20	Port Macquarie	Rising Main Renewal, Upgrade & Relocation	Rising Mains	2024	\$2,262,400	\$2,240,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$942,770	\$0	\$0	\$0
PMSPS01	Port Macquarie	SPS and Rising Main Upgrade	Pump Station	2023	\$505,000	\$500,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$210,440	\$0	\$0	\$0
PMSPS01	Port Macquarie	SPS and Rising Main Upgrade	Pump Station	2024	\$4,949,000	\$4,900,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$2,062,309	\$0	\$0	\$0
PMSTP	Port Macquarie	Odour Control Installations	Odour	2023	\$505,000	\$500,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$210,440	\$0	\$0	\$0
PMSTP	Port Macquarie	Second Effluent Pump	Treatment Plant	2024	\$151,500	\$150,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$63,132	\$0	\$0	\$0
WSTP	Wauchope	Plant Augmentation	Treatment Plant	2037	\$4,332,900	\$4,290,000	Yes	Trunk asset, beyond 10 years, detailed plans to build asset	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,206,944
WSTP	Wauchope	Plant Augmentation	Treatment Plant	2037	\$2,166,450	\$2,145,000	Yes	Trunk asset, beyond 10 years, detailed plans to build asset	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,103,472
WSPS01	Wauchope	SPS Renewal and Upgrade	Pump Station	2024	\$2,727,000	\$2,700,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,388,986
WSPS13	Wauchope	SPS and Rising Main Upgrade	Pump Station	2026	\$252,500	\$250,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$128,610
WSPS13	Wauchope	SPS and Rising Main Upgrade	Pump Station	2027	\$1,515,000	\$1,500,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$771,659
WSTP	Wauchope	Inlet Rationalisation	Treatment Plant	2026	\$505,000	\$500,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$257,220
WSTP	Wauchope	Inlet Rationalisation	Treatment Plant	2027	\$3,161,300	\$3,130,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,610,194
KKSPS04	Camden Haven	SPS Renewal and Upgrade	Pump Station	2023	\$2,086,716	\$2,066,055	Yes	Trunk asset, within 10 years	\$0	\$853,697	\$0	\$0	\$0	\$0	\$0	\$0
ND	Thrumster	Diversion - HRD Network - PMSPS45 redirection to Thrumster STP & Effluent Return Main (DN500/DN450/DN250) (PMSPS45, PMSPS23, TSSTP)	Diversion	2023	\$252,500	\$250,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$166,587	\$0
ND	Thrumster	Diversion - HRD Network - PMSPS45 redirection to Thrumster STP & Effluent Return Main (DN500/DN450/DN250) (PMSPS45, PMSPS23, TSSTP)	Diversion	2024	\$1,767,096	\$1,749,600	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$1,165,846	\$0
ND	Thrumster	Diversion - HRD Network - PMSPS45 redirection to Thrumster STP & Effluent Return Main (DN500/DN450/DN250) (PMSPS45, PMSPS23, TSSTP)	Diversion	2025	\$5,890,320	\$5,832,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$3,886,153	\$0
ND	Thrumster	Diversion - HRD Network - PMSPS45 redirection to Thrumster STP & Effluent Return Main (DN500/DN450/DN250) (PMSPS45, PMSPS23, TSSTP)	Diversion	2026	\$9,817,200	\$9,720,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$6,476,921	\$0
ND	Thrumster	Diversion - HRD Network - PMSPS45 redirection to Thrumster STP & Effluent Return Main (DN500/DN450/DN250) (PMSPS45, PMSPS23, TSSTP)	Diversion	2027	\$4,159,584	\$4,118,400	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$2,744,295	\$0
West Haven	Camden Haven	West Haven SPS Scheme Changes	Pump Station	2027	\$8,676,091	\$8,590,189	Yes	Trunk asset, within 10 years	\$0	\$3,549,479	\$0	\$0	\$0	\$0	\$0	\$0
Kew	Camden Haven	Area 15 Gravity Trunk Mains	Trunk Mains	2023	\$2,999,195	\$2,969,500	Yes	Trunk asset, within 10 years	\$0	\$1,227,002	\$0	\$0	\$0	\$0	\$0	\$0
CHSTP	Camden Haven	Effluent Outfall - Pump Station and Rising Main Works	Treatment Plant	2025	\$2,474,500	\$2,450,000	Yes	Trunk asset, within 10 years	\$0	\$1,012,344	\$0	\$0	\$0	\$0	\$0	\$0
	Camden Haven	Kew/Kendall Wastewater Diversion to Camden Haven	Diversion	2025	\$505,000	\$500,000	Yes	Trunk asset, within 10 years	\$0	\$206,601	\$0	\$0	\$0	\$0	\$0	\$0
KKSTP	Camden Haven	Kew/Kendall Wastewater Treatment Plant Upgrade for wet weather overflow storage	Treatment Plant	2026	\$14,645,000	\$14,500,000	Yes	Trunk asset, within 10 years	\$0	\$5,991,422	\$0	\$0	\$0	\$0	\$0	\$0
KKSTP	Camden Haven	Kew/Kendall Wastewater Treatment Plant Upgrade for wet weather overflow storage	Treatment Plant	2027	\$18,955,134	\$18,767,459	Yes	Trunk asset, within 10 years	\$0	\$7,754,742	\$0	\$0	\$0	\$0	\$0	\$0
	Camden Haven	Kew/Kendall Wastewater Diversion to Camden Haven -Rising Main	Diversion	2028	\$3,626,091	\$3,590,189	Yes	Trunk asset, within 10 years	\$0	\$1,483,471	\$0	\$0	\$0	\$0	\$0	\$0
PMSTP	Port Macquarie	STP Upgrade - Capacity Expansion	Treatment Plant	2023	\$909,000	\$900,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$378,791	\$0	\$0	\$0
College Drive to TSSPS01	Thrumster	Area 13 Trunk Mains Upgrades	Trunk Mains	2025	\$3,120,481	\$3,089,585	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$2,058,745	\$0
TSSTP	Thrumster	New Treatment Plant	Treatment Plant	2023	\$2,694,680	\$2,668,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$1,777,821	\$0
TSSTP	Thrumster	New Treatment Plant	Treatment Plant	2024	\$12,827,000	\$12,700,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$8,462,643	\$0
TSSTP	Thrumster	New Treatment Plant	Treatment Plant	2025	\$38,683,000	\$38,300,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$25,521,200	\$0
TSSTP	Thrumster	New Treatment Plant	Treatment Plant	2026	\$51,510,000	\$51,000,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$33,983,844	\$0
TSSTP	Thrumster	New Treatment Plant	Treatment Plant	2027	\$26,028,003	\$25,770,300	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$17,172,036	\$0
TSSTP	Thrumster	New Treatment Plant	Treatment Plant	2037	\$7,310,661	\$7,238,278	Yes	Trunk asset, beyond 10 years, detailed plans to build asset	\$0	\$0	\$0	\$0	\$0	\$0	\$4,823,226	\$0
TSSTP	Thrumster	New Treatment Plant	Treatment Plant	2038	\$7,471,495	\$7,397,520	Yes	Trunk asset, beyond 10 years, detailed plans to build asset	\$0	\$0	\$0	\$0	\$0	\$0	\$4,929,337	\$0
Area Wide	All except villages	Sewer Trunk Main Replacement Program	Renewals	2023	\$858,500	\$850,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$39,334	\$59,768	\$0	\$0	\$184,431	\$0	\$111,775	\$34,261
Area Wide	All except villages	Sewer Trunk Main Replacement Program	Renewals	2024	\$868,600	\$860,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$39,797	\$60,471	\$0	\$0	\$186,600	\$0	\$113,090	\$34,664
Area Wide	All except villages	Sewer Trunk Main Replacement Program	Renewals	2025	\$606,000	\$600,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$27,765	\$42,189	\$0	\$0	\$130,186	\$0	\$78,900	\$24,185
Area Wide	All except villages	Sewer Trunk Main Replacement Program	Renewals	2026	\$619,130	\$613,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$28,367	\$43,103	\$0	\$0	\$133,007	\$0	\$80,610	\$24,709
Area Wide	All except villages	Sewer Trunk Main Replacement Program	Renewals	2027	\$633,270	\$627,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$29,015	\$44,088	\$0	\$0	\$136,045	\$0	\$82,451	\$25,273
Area Wide	All except villages	Sewer Trunk Main Replacement Program	Renewals	2028	\$647,410	\$641,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$29,662	\$45,072	\$0	\$0	\$139,082	\$0	\$84,292	\$25,837
Area Wide	All except villages	Sewer Trunk Main Replacement Program	Renewals	2029	\$661,550	\$655,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$30,310	\$46,056	\$0	\$0	\$142,120	\$0	\$86,133	\$26,401

Sensitivity: General  
Section 16

Port Macquarie Hastings Council  
Development Servicing Plans (Sewerage)

Future Sewerage Assets									Recoverable Cost by Service Area							
Project Location	Asset Service Area(s)	Project Description	Asset Type	Year	CPI Adjusted cost	Cost	Include in DSP	Justification	Bonny Hills	Camden Haven	Comboyne	Long Flat	Port Macquarie	Telegraph Point	Thrumster	Wauchope
Area Wide	All except villages	Sewer Trunk Main Replacement Program	Renewals	2030	\$675,690	\$669,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$30,958	\$47,041	\$0	\$0	\$145,158	\$0	\$87,974	\$26,966
Area Wide	All except villages	Sewer Trunk Main Replacement Program	Renewals	2031	\$685,790	\$679,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$31,421	\$47,744	\$0	\$0	\$147,328	\$0	\$89,289	\$27,369
Area Wide	All except villages	Sewer Trunk Main Replacement Program	Renewals	2032	\$695,890	\$689,000	Yes	Trunk asset, within 10 years, existing assets pre 1994	\$31,884	\$48,447	\$0	\$0	\$149,497	\$0	\$90,604	\$27,772
PMRTP	Port Macquarie	Recycle Water Treatment Capacity Upgrades	Treatment Plant	2045	\$0	\$0	Yes	Beyond 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FW24	Wauchope	SPS and Rising Main, Ocean Country Club	Pump Station	2028	\$252,500	\$250,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$128,610
FW24	Wauchope	SPS and Rising Main, Ocean Country Club	Pump Station	2029	\$2,525,000	\$2,500,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,286,098
FW25	Wauchope	SPS and Rising Main, Yipin Creek North	Pump Station	2037	\$0	\$0	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cameron Street	Wauchope	Sewer Trunk Renewal & Upgrade (DN450/DN375)	Trunk Mains	2024	\$1,146,350	\$1,135,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$583,888
Bain Street to WSTP	Wauchope	Sewer Trunk Renewal & Upgrade (DN750+)	Trunk Mains	2025	\$3,030,000	\$3,000,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,543,317
PMSPS71	Port Macquarie	SPS Renewal	Pump Station	2023	\$3,139,641	\$3,108,555	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$1,308,326	\$0	\$0	\$0
PMSPS21	Port Macquarie	SPS Renewal	Pump Station	2023	\$1,232,682	\$1,220,477	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$513,673	\$0	\$0	\$0
PMSPS21	Port Macquarie	SPS Renewal	Pump Station	2031	\$1,111,000	\$1,100,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$462,967	\$0	\$0	\$0
KKSPS06	Port Macquarie	SPS Renewal and Upgrade	Pump Station	2023	\$2,016,663	\$1,996,696	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$840,368	\$0	\$0	\$0
PMSPS06	Port Macquarie	SPS Renewal	Pump Station	2024	\$1,515,000	\$1,500,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$631,319	\$0	\$0	\$0
PMSPS64	Port Macquarie	SPS Renewal	Pump Station	2025	\$4,545,000	\$4,500,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$1,893,957	\$0	\$0	\$0
LCSPS01	Bonny Hills	SPS Renewal	Pump Station	2025	\$3,131,000	\$3,100,000	Yes	Trunk asset, within 10 years	\$1,786,479	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PMSPS25	Port Macquarie	SPS Renewal	Pump Station	2026	\$101,000	\$100,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$42,088	\$0	\$0	\$0
PMSPS25	Port Macquarie	SPS Renewal	Pump Station	2027	\$1,010,000	\$1,000,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$420,879	\$0	\$0	\$0
PMSPS25	Port Macquarie	SPS Renewal	Pump Station	2028	\$12,759	\$12,633	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$5,317	\$0	\$0	\$0
PMSPS05	Port Macquarie	SPS Renewal & Upgrade	Pump Station	2025	\$1,989,700	\$1,970,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$829,132	\$0	\$0	\$0
WSPS08	Wauchope	SPS Renewal	Pump Station	2023	\$859,510	\$851,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$437,788
WSPS08	Wauchope	SPS Renewal	Pump Station	2027	\$1,515,000	\$1,500,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$771,659
FFM89	Port Macquarie	New SPS to support load shed of PMSPS04	Pump Station	2027	\$1,818,000	\$1,800,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$757,583	\$0	\$0	\$0
LCSPS13	Bonny Hills	SPS Renewal	Pump Station	2028	\$1,717,000	\$1,700,000	Yes	Trunk asset, within 10 years	\$979,682	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LCSPS02	Bonny Hills	SPS Renewal	Pump Station	2026	\$2,222,000	\$2,200,000	Yes	Trunk asset, within 10 years	\$1,267,824	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LCSPS07	Bonny Hills	SPS Renewal	Pump Station	2028	\$1,313,000	\$1,300,000	Yes	Trunk asset, within 10 years	\$749,169	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PMSPS07	Thrumster	SPS Renewal	Pump Station	2024	\$202,000	\$200,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$133,270	\$0
PMSPS07	Thrumster	SPS Renewal	Pump Station	2027	\$707,000	\$700,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$466,445	\$0
PMSPS07	Thrumster	SPS Renewal	Pump Station	2028	\$3,030,000	\$3,000,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$1,999,050	\$0
FBH21	Bonny Hills	New SPS & Rising Main, St Vincents East	Pump Station	2025	\$1,780,572	\$1,762,943	Yes	Trunk asset, within 10 years	\$1,015,955	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FKK13	Camden Haven	New SPS & Rising Main, Herons Industrial South	Pump Station	2025	\$186,850	\$185,000	Yes	Trunk asset, within 10 years	\$0	\$76,442	\$0	\$0	\$0	\$0	\$0	\$0
FKK13	Camden Haven	New SPS & Rising Main, Herons Industrial South	Pump Station	2026	\$1,868,500	\$1,850,000	Yes	Trunk asset, within 10 years	\$0	\$764,423	\$0	\$0	\$0	\$0	\$0	\$0
FKK14	Camden Haven	New SPS & Rising Main, Herons Industrial North	Pump Station	2030	\$170,486	\$168,798	Yes	Trunk asset, within 10 years	\$0	\$69,748	\$0	\$0	\$0	\$0	\$0	\$0
FKK14	Camden Haven	New SPS & Rising Main, Herons Industrial North	Pump Station	2031	\$1,704,863	\$1,687,983	Yes	Trunk asset, within 10 years	\$0	\$697,477	\$0	\$0	\$0	\$0	\$0	\$0
FKK15	Camden Haven	New SPS & Rising Main, Camden Haven High	Pump Station	2032	\$158,071	\$156,506	Yes	Trunk asset, within 10 years	\$0	\$64,669	\$0	\$0	\$0	\$0	\$0	\$0
Westport Catchments	Port Macquarie	Renewals & Upgrades to support sewer load shedding and diversions around PMSPS05, PMSPS04 & PMSPS17	Trunk Mains	2025	\$151,500	\$150,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$63,132	\$0	\$0	\$0
Westport Catchments	Port Macquarie	Renewals & Upgrades to support sewer load shedding and diversions around PMSPS05, PMSPS04 & PMSPS17	Trunk Mains	2026	\$1,515,000	\$1,500,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$631,319	\$0	\$0	\$0
Eastport Catchments	Port Macquarie	Renewals & Upgrades to support town growth around Church, Gordon & Owen St	Trunk Mains	2024	\$151,500	\$150,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$63,132	\$0	\$0	\$0
Eastport Catchments	Port Macquarie	Renewals & Upgrades to support town growth around Church, Gordon & Owen St	Trunk Mains	2025	\$1,515,000	\$1,500,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$631,319	\$0	\$0	\$0
Flynns Beach Catchments	Port Macquarie	Renewals & Upgrades to support town growth around Evarard and Flynn St	Trunk Mains	2025	\$967,170	\$957,594	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$403,031	\$0	\$0	\$0
PMSPS08	Port Macquarie	SPS & Rising Main Renewal, Hill Street	Pump Station	2028	\$404,000	\$400,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$168,352	\$0	\$0	\$0
PMSPS08	Port Macquarie	SPS & Rising Main Renewal, Hill Street	Pump Station	2030	\$1,111,000	\$1,100,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$462,967	\$0	\$0	\$0
PMSPS09	Port Macquarie	SPS & Rising Main Renewal, Swift Street	Pump Station	2029	\$1,414,000	\$1,400,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$589,231	\$0	\$0	\$0
PMSPS09	Port Macquarie	SPS & Rising Main Renewal, Swift Street	Pump Station	2030	\$3,232,000	\$3,200,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$1,346,814	\$0	\$0	\$0
LCSPS12	Bonny Hills	SPS, Storage, Rising Main Renewal, Springhill Place	Pump Station	2028	\$2,828,000	\$2,800,000	Yes	Trunk asset, within 10 years	\$1,613,594	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LCSPS19	Bonny Hills	Trunk Main bypass works to support proposed hilltop village intensification	Trunk Mains	2026	\$141,724	\$140,321	Yes	Trunk asset, within 10 years	\$80,865	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LCSPS19	Bonny Hills	Trunk Main bypass works to support proposed hilltop village intensification	Trunk Mains	2027	\$1,417,240	\$1,403,208	Yes	Trunk asset, within 10 years	\$808,646	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LCSPS02	Bonny Hills	Network renewal and upgrade to address capacity constraints, Rodley Street	Trunk Mains	2028	\$71,309	\$70,603	Yes	Trunk asset, within 10 years	\$40,687	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LCSPS02	Bonny Hills	Network renewal and upgrade to address capacity constraints, Rodley Street	Trunk Mains	2029	\$713,088	\$706,028	Yes	Trunk asset, within 10 years	\$406,872	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FTS09	Thrumster	New SPS & Rising Main, Thrumster Industrial	Pump Station	2023	\$3,036,309	\$3,006,247	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$2,003,212	\$0
FTS10	Thrumster	New SPS & Rising Main, The Sanctuary	Pump Station	2023	\$2,401,033	\$2,377,260	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$1,584,087	\$0
FTS11	Thrumster	New SPS & Rising Main, West Lindfield	Pump Station	2026	\$2,212,135	\$2,190,233	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$1,459,461	\$0
KKSPS01B	Camden Haven	51% of Cost of Rising Main	Pump Station	2023	\$1,633,170	\$1,617,000	Yes	Trunk asset, within 10 years	\$0	\$668,147	\$0	\$0	\$0	\$0	\$0	\$0
Philip Charley Dr & John Oxley Dr	Port Macquarie	Sewer Trunk Main Network Upgrade to cater to SW corner of Philip Charley Dr & John Oxley Drive growth	Trunk Mains	2024	\$53,530	\$53,000	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$22,307	\$0	\$0	\$0
CHSTP	Camden Haven	Camden Haven WwTP - Phase 1 - Capacity Review and Concept Design Inlet works balance tank	Treatment Plant	2026	\$202,000	\$200,000	Yes	Trunk asset, within 10 years	\$0	\$82,640	\$0	\$0	\$0	\$0	\$0	\$0
CHSTP	Camden Haven	Camden Haven WWTP - Phase 2 - Construction - Upgrade inlet works balance tank	Treatment Plant	2027	\$1,313,000	\$1,300,000	Yes	Trunk asset, within 10 years	\$0	\$537,162	\$0	\$0	\$0	\$0	\$0	\$0
PMSTP	Port Macquarie	Treatment Plant - Recycle Water Treatment Capacity Upgrades (PMRTP)	Reservoir	2045	\$35,350,000	\$35,000,000	No	Beyond 10 years	\$0	\$0	\$0	\$0	\$14,730,775	\$0	\$0	\$0
TS8SPS-TM	Thrumster	Trunk Main - Trunk Main to new pump station (Thrumster)	Trunk main	2023	\$424,716	\$420,511	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$280,207	\$0
FTS17	Thrumster	Pump Station - New Pump Station (Sancrox)	Pump Station	2027	\$1,520,068	\$1,505,018	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$1,002,869	\$0
FTS13	Thrumster	Pump Station - New Pump Station (Sancrox)	Pump Station	2027	\$1,889,828	\$1,871,117	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$1,246,819	\$0
FTS12	Thrumster	Pump Station - New Potential Regional Pump Station (Fernbank Creek)	Pump Station	2027	\$2,152,669	\$2,131,355	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$1,420,228	\$0
FTS18	Thrumster	Pump Station - New Pump Station (Sancrox)	Pump Station	2027	\$1,435,780	\$1,421,564	Yes	Trunk asset, within 10 years	\$0	\$0	\$0	\$0	\$0	\$0	\$947,259	\$0

## 17 Calculation of the Capital Charge

DRAFT



Capital Charge Calculation - Water Supply

Year of Calculation

2022/23

Assumptions:

DISCOUNT RATE (pa) FOR ASSETS CONSTRUCTED BEFORE 1 JANUARY 1996:	3%
DISCOUNT RATE (pa) FOR ASSETS CONSTRUCTED ON OR AFTER 1 JANUARY 1996:	5%
DISCOUNT RATE (pa) FOR PROPOSED FUTURE ASSETS:	5%

Year	Hastings		Long Flat		Telegraph Point		Comboyne	
	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up
	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)
Pre 1996	9,198,671		0		84,212		0	
1995/96	3,224,925	0	8,959	0.0	0	0.0	0	0.0
1996/97	410,116	338	1,366	0.4	0	2.1	1,204	0.8
1997/98	2,758,003	342	5,272	0.4	0	2.1	0	0.9
1998/99	847,404	347	1,979	0.4	616	2.1	963	0.9
1999/00	776,764	351	0	0.4	0	2.2	7,088	0.9
2000/01	1,299,465	356	0	0.4	0	2.2	0	0.9
2001/02	898,073	360	0	0.4	0	2.2	0	0.9
2002/03	444,786	365	0	0.5	0	2.2	0	0.9
2003/04	801,728	370	0	0.5	0	2.3	23,260	0.9
2004/05	793,601	375	2,968	0.5	0	2.3	0	0.9
2005/06	11,741,665	380	479,100	0.5	705,624	2.3	582,548	0.9
2006/07	4,480,353	384	0	0.5	0	2.4	0	1.0
2007/08	3,118,346	373	0	0.5	0	2.3	0	0.9
2008/09	649,443	378	0	0.5	0	2.3	0	0.9
2009/10	507,734	382	9	0.5	3,932	2.3	18	1.0
2010/11	751,334	387	0	0.5	0	2.4	0	1.0
2011/12	2,012,957	392	0	0.5	0	2.4	0	1.0
2012/13	267,696	514	4,451	0.6	0	2.9	0	1.2
2013/14	554,128	522	0	0.6	20,952	2.9	3,598	1.2
2014/15	1,950,406	531	9,645	0.6	0	2.9	625	1.2
2015/16	4,802,613	539	6,391	0.6	0	3.0	12,544	1.2
2016/17	2,315,532	548	0	0.6	13,738	3.0	0	1.2
2017/18	299,569	751	0	-0.1	6,161	-0.6	0	-0.3
2018/19	317,037	767	0	-0.1	0	-0.6	0	-0.3
2019/20	182,058	784	0	-0.1	0	-0.6	0	-0.3
2020/21	0	801	0	-0.1	0	-0.6	0	-0.3
2022/23	353,428	818	22,414	-0.1	0	-0.6	14,636	-0.3
2022/23	13,490,812	707	73,153	0.2	245,638	0.9	74,278	0.4
2023/24	3,461,214	631	0	0.2	0	0.7	0	0.3
2024/25	30,633,862	644	464	0.1	746,560	0.5	927	0.2
2025/26	38,883,204	537	474	0.0	50,352	0.2	947	0.1
2026/27	24,551,542	511	525	0.1	434,748	0.4	1,050	0.1
2027/28	9,655,362	531	495	0.0	2,439	0.1	990	0.0
2028/29	7,247,265	499	669	0.0	3,297	0.0	1,338	0.0
2029/30	6,097,827	563	680	0.0	3,351	0.1	1,360	0.0
2030/31	10,217,546	515	352	0.0	1,737	0.1	705	0.0
2031/32	10,420,567	513	358	0.0	1,763	0.0	716	0.0
2032/33	362,941	502	0	0.0	0	0.1	0	0.0
2033/34	0	520	0	0.0	0	0.0	0	0.0
2034/35	0	497	0	0.0	0	0.2	0	0.1
2035/36	0	504	0	0.0	0	0.0	0	0.0
2036/37	0	497	0	0.0	0	0.0	0	0.0
2037/38	0	490	0	0.0	0	0.0	0	0.0
2038/39	0	461	0	0.0	0	-0.1	0	0.0
2039/40	0	499	0	0.0	0	0.0	0	0.0
2040/41	0	482	0	0.0	0	0.0	0	0.0
2041/42	0	465	0	0.0	0	-0.1	0	0.0
2042/43	0	480	0	0.0	0	0.0	0	0.0
2043/44	0	477	0	0.0	0	0.0	0	0.0
2044/45	0	462	0	0.0	0	-0.1	0	0.0
2045/46	0	471	0	0.0	0	0.0	0	0.0
2046/47	0	435	0	0.0	0	-0.1	0	0.0
2047/48	0	427	0	0.0	0	-0.1	0	0.0
2048/49	0	425	0	0.0	0	-0.1	0	0.0
2049/50	0	454	0	0.0	0	0.0	0	0.0
2050/51	0	449	0	0.0	0	-0.1	0	0.0
2051/52	0	448	0	0.0	0	0.0	0	0.0
2052/53	0	455	0	0.0	0	-0.1	0	0.0
2053/54	0	459	0	0.0	0	-0.1	0	0.0
NPV Capital Cost Pre 1996 Assets	9,198,671		0		84,212		0	
NPV Capital Cost Post 1996 Assets	62,809,608		347,691		808,500		413,338	
NPV ET Take up @ 3%	12,728		7		36		15	
NPV ET Take up @ 5%	8,485		6		30		12	
Capital Charge Pre 1996 Assets (\$/ET)	723		0		2,331		0	
Capital Charge Post 1996 Assets (\$/ET)	7,402		57,635		27,193		34,259	
Capital Charge (\$/ET)	8,125		57,635		29,524		34,259	

Sensitivity: General  
Section 17

Port Macquarie Hastings Council  
Development Servicing Plans (Sewerage)

Capital Charge Calculation - Sewerage

Year of Calculation2022/23

Assumptions:

DISCOUNT RATE (pa) FOR ASSETS CONSTRUCTED BEFORE 1 JANUARY 1996:3%  
DISCOUNT RATE (pa) FOR ASSETS CONSTRUCTED ON OR AFTER 1 JANUARY 1996:5%  
DISCOUNT RATE (pa) FOR PROPOSED FUTURE ASSETS:5%

Year	Bonny Hills		Camden Haven		Comboyne		Long Flat		Port Macquarie		Telegraph Point		Thrumster		Wauchope	
	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up
	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)
Pre 1996	754,130		173,812		0		0		958,764		0		60,267		541,980	
1995/96	0	0	40,922	0	0	0	0	0	75,667	0	0	0	0	0	42,961	0
1996/97	0	25	1,639,427	53	0	1	0	0	148,004	161	0	2	21,441	57	89,154	25
1997/98	16,278	26	65,318	54	0	1	0	0	595,419	163	0	2	53,531	58	27,526	26
1998/99	0	26	0	54	0	1	0	0	34,400	165	0	2	119,923	58	0	26
1999/00	60,678	26	211,981	55	0	1	0	0	68,939	168	0	2	316,815	59	0	26
2000/01	828,653	27	3,950,587	56	0	1	0	0	7,807,762	170	0	2	363,334	60	519,389	27
2001/02	102,563	26	602,505	56	0	1	0	0	94,742	172	0	2	588,723	58	0	27
2002/03	1,475,966	27	321,648	57	0	1	0	0	504,010	174	0	2	0	62	548,918	27
2003/04	301,978	28	471,670	58	0	1	0	0	144,679	176	0	2	596,907	62	239,206	28
2004/05	89,185	28	206,914	59	0	1	0	0	132,568	179	0	2	37,089	63	490,986	28
2005/06	58,264	28	476,157	59	0	1	0	0	384,683	181	0	2	125,477	64	0	28
2006/07	178,968	28	728,027	60	0	1	0	0	2,117,159	183	0	2	175,706	62	1,768,828	29
2007/08	39,656	28	130,566	58	0	1	0	0	62,761	178	0	2	1,791,473	63	127,249	28
2008/09	12,521,045	28	236,714	59	0	1	0	0	4,231,660	180	0	2	2,524,534	64	0	28
2009/10	0	29	140,189	60	0	1	0	0	24,570	182	0	2	81,072	64	33,564	29
2010/11	301,577	29	14,249	61	0	1	0	0	193,610	185	0	2	542,073	65	0	29
2011/12	16,897	31	5,022,399	61	0	1	0	0	24,179	187	0	2	1,543,777	81	14,230	29
2012/13	3,092	32	504,334	63	0	1	0	1	6,278	236	0	3	615,619	103	1,665,140	43
2013/14	62,543	32	246,418	64	0	1	0	1	279,583	240	0	3	234,831	106	410,545	44
2014/15	55,313	33	825,863	65	0	1	0	1	2,908,540	244	0	3	204,604	108	532,172	45
2015/16	541,719	33	47,492	66	0	1	0	1	1,610,158	247	0	3	493,576	111	227,065	45
2016/17	38,021	67	2,467,182	66	0	1	0	1	1,260,076	251	0	3	1,841,481	103	43,455	46
2017/18	87,558	69	146,152	80	0	0	0	0	593,301	221	0	-1	1,603,562	173	82,549	76
2018/19	333,133	71	759,128	81	0	0	0	0	397,676	224	0	-1	69,669	191	15,888	78
2019/20	20,167	72	48,318	82	0	0	0	0	0	227	2,193,184	-1	0	212	0	80
2020/21	0	74	0	83	2,020,119	0	1,953,914	0	0	230	0	-1	0	236	0	83
2021/22	0	18	0	85	0	0	0	0	0	233	0	-1	0	279	0	85
2022/23	0	50	0	26	0	0	0	0	0	154	0	1	0	296	0	47
2023/24	39,334	40	3,311,913	36	0	0	0	0	5,279,552	115	0	1	5,923,691	279	472,049	38
2024/25	2,830,199	39	1,337,576	37	0	0	0	0	4,013,890	115	0	0	31,544,998	286	1,567,502	39
2025/26	1,388,624	43	6,899,167	33	0	0	0	0	860,658	89	0	0	42,033,711	223	420,615	40
2026/27	860,798	45	11,920,628	34	0	0	0	0	2,475,194	89	0	0	25,148,151	216	3,198,938	29
2027/28	3,436,741	50	1,564,931	32	0	0	0	0	425,037	89	0	0	2,151,392	213	175,306	40
2028/29	461,968	54	83,718	33	0	0	0	0	847,567	92	0	0	156,566	197	1,334,088	30
2029/30	459,102	59	155,768	35	0	0	0	0	2,075,222	115	0	0	160,872	216	49,311	36
2030/31	4,056,329	60	745,221	37	0	0	0	0	610,295	107	0	0	89,289	198	27,369	25
2031/32	31,884	61	113,116	39	0	0	0	0	149,497	97	0	0	90,604	190	27,772	33
2032/33	0	66	0	41	0	0	0	0	0	104	0	0	0	187	0	22
2033/34	0	65	0	42	0	0	0	0	0	109	0	0	0	184	0	32
2034/35	0	62	0	41	0	0	0	0	0	107	0	0	0	181	0	25
2035/36	0	54	0	40	0	0	0	0	0	110	0	0	0	180	0	35
2036/37	0	52	0	39	0	0	0	0	0	119	0	0	4,823,226	180	3,310,415	27
2037/38	0	49	0	35	0	0	0	0	0	111	0	0	4,929,337	176	0	35
2038/39	0	45	0	31	0	0	0	0	0	114	0	0	0	170	0	27
2039/40	0	50	0	32	0	0	0	0	0	127	0	0	0	176	0	34
2040/41	0	50	0	31	0	0	0	0	0	122	0	0	0	175	0	27
2041/42	0	50	0	29	0	0	0	0	0	115	0	0	0	167	0	29
2042/43	0	51	0	36	0	0	0	0	0	125	0	0	0	169	0	26
2043/44	0	50	0	37	0	0	0	0	0	124	0	0	0	166	0	27
2044/45	0	50	0	38	0	0	0	0	14,730,775	116	0	0	0	161	0	27

Sensitivity: General  
Section 17

Port Macquarie Hastings Council  
Development Servicing Plans (Sewerage)

Capital Charge Calculation - Sewerage

Year of Calculation

2022/23

Assumptions:

DISCOUNT RATE (pa) FOR ASSETS CONSTRUCTED BEFORE 1 JANUARY 1996:  
DISCOUNT RATE (pa) FOR ASSETS CONSTRUCTED ON OR AFTER 1 JANUARY 1996:  
DISCOUNT RATE (pa) FOR PROPOSED FUTURE ASSETS:

3%  
5%  
5%

Year	Bonny Hills		Camden Haven		Comboyne		Long Flat		Port Macquarie		Telegraph Point		Thrumster		Wauchope	
	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up	Recoupable Capital Expenditure	Annual ET Take-up
	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)	(MEERA \$)	(ET)
2045/46	0	50	0	36	0	0	0	0	0	129	0	0	0	162	0	26
2046/47	0	50	0	38	0	0	0	0	0	115	0	0	0	146	0	23
2047/48	0	49	0	37	0	0	0	0	0	116	0	0	0	143	0	22
2048/49	0	49	0	37	0	0	0	0	0	121	0	0	0	139	0	22
2049/50	0	50	0	39	0	0	0	0	0	126	0	0	0	152	0	25
2050/51	0	50	0	37	0	0	0	0	0	126	0	0	0	150	0	24
2051/52	0	50	0	40	0	0	0	0	0	125	0	0	0	147	0	25
2052/53	0	51	0	37	0	0	0	0	0	132	0	0	0	148	0	25
2053/54	0	51	0	38	0	0	0	0	0	133	0	0	0	96	0	25
NPV Capital Cost Pre 1996 Assets	754,130		173,812		0		0		958,764		0		60,267		541,980	
NPV Capital Cost Post 1996 Assets	12,318,930		17,144,029		596,547		576,996		19,309,455		680,036		33,250,148		5,872,965	
NPV ET Take up @ 3%	1,072		1,432		15		7		4,469		35		3,404		950	
NPV ET Take up @ 5%	689		1,028		12		6		3,202		29		2,092		645	
Capital Charge Pre 1996 Assets (\$/E)	704		121		0		0		215		0		18		570	
Capital Charge Post 1996 Assets (\$/E)	17,889		16,676		49,443		95,646		6,030		23,669		15,897		9,102	
Capitial Charge (\$/ET)	18,593		16,797		49,443		95,646		6,244		23,669		15,914		9,672	

## 18 Calculation of the Reduction Amount

DRAFT

Sensitivity: General  
Section 18Port Macquarie Hastings Council  
Development Servicing Plan (Water Supply)

## Reduction Amount Calculation - Water Supply

Year of Calculation

2023/24

DISCOUNT RATE (pa) FOR PROPOSED FUTURE ASSETS :

5%

ANNUAL WATER BILL:

\$1,009

ANNUAL WATER OMA COST:

\$916

NET INCOME:

\$94

TRB and OMA cost were obtained from Council's finance section; most recent data was 2022/23  
Costs adjusted for CPI from July 2023 to March 2024

Year	Total ETs	New ETs per Year	Cumulative New ETs	Net Income from New ETs (\$/ET)
2023/24	40,088			
2024/25	40,733	645	645	\$60,375
2025/26	41,271	538	1,183	\$110,692
2026/27	41,783	512	1,695	\$158,611
2027/28	42,314	531	2,226	\$208,309
2028/29	42,813	499	2,725	\$255,012
2029/30	43,376	563	3,288	\$307,748
2030/31	43,891	515	3,803	\$355,930
2031/32	44,404	513	4,316	\$403,933
2032/33	44,906	502	4,818	\$450,951
2033/34	45,426	520	5,338	\$499,646
2034/35	45,923	497	5,835	\$546,150
2035/36	46,428	504	6,340	\$593,361
2036/37	46,924	497	6,836	\$639,836
2037/38	47,414	490	7,326	\$685,673
2038/39	47,875	461	7,787	\$728,800
2039/40	48,374	499	8,286	\$775,492
2040/41	48,855	482	8,767	\$820,586
2041/42	49,320	465	9,232	\$864,103
2042/43	49,801	480	9,713	\$909,068
2043/44	50,277	477	10,189	\$953,680
2044/45	50,740	462	10,652	\$996,937
2045/46	51,210	471	11,122	\$1,040,986
2046/47	51,645	434	11,557	\$1,081,651
2047/48	52,071	427	11,983	\$1,121,578
2048/49	52,496	425	12,408	\$1,161,327
2049/50	52,951	454	12,862	\$1,203,866
2050/51	53,400	449	13,312	\$1,245,910
2051/52	53,848	448	13,760	\$1,287,880
2052/53	54,303	455	14,215	\$1,330,487
2053/54	54,763	459	14,674	\$1,373,458
NPV new ETs				8,147
NPV net income from New ETs (\$/ET)				\$9,340,143
TOTAL NPV REDUCTION AMOUNT CHARGE per ET				\$1,146



Sensitivity: General  
Section 18Port Macquarie Hastings Council  
Development Servicing Plan (Sewerage)**Reduction Amount Calculation - Sewerage****Year of Calculation****2022/23**

DISCOUNT RATE (pa) FOR PROPOSED FUTURE ASSETS :

5%

ANNUAL SEWERAGE BILL:

\$1,041

ANNUAL SEWERAGE OMA COST:

\$965

NET INCOME:

\$77

TRB and OMA cost were obtained from Council's finance section; most recent data was 2022/23  
Costs adjusted for CPI from July 2023 to March 2024

Year	Total ETs	New ETs per Year	Cumulative New ETs	Net Income from New ETs (\$/ET)
2023/24	37,571			
2024/25	38,089	518	518	\$39,637
2025/26	38,517	428	946	\$72,434
2026/27	38,931	414	1,360	\$104,146
2027/28	39,356	425	1,785	\$136,679
2028/29	39,762	406	2,191	\$167,785
2029/30	40,224	462	2,653	\$203,141
2030/31	40,652	428	3,081	\$235,906
2031/32	41,072	421	3,501	\$268,116
2032/33	41,493	421	3,922	\$300,321
2033/34	41,926	433	4,354	\$333,460
2034/35	42,342	416	4,771	\$365,343
2035/36	42,761	419	5,189	\$397,396
2036/37	43,179	418	5,608	\$429,428
2037/38	43,585	406	6,014	\$460,514
2038/39	43,971	387	6,400	\$490,121
2039/40	44,390	418	6,819	\$522,154
2040/41	44,796	406	7,224	\$553,237
2041/42	45,185	390	7,614	\$583,076
2042/43	45,593	408	8,022	\$614,314
2043/44	45,998	405	8,427	\$645,343
2044/45	46,390	392	8,819	\$675,331
2045/46	46,792	402	9,221	\$706,139
2046/47	47,165	372	9,594	\$734,655
2047/48	47,532	367	9,960	\$762,749
2048/49	47,899	368	10,328	\$790,893
2049/50	48,290	391	10,719	\$820,812
2050/51	48,677	387	11,105	\$850,426
2051/52	49,063	387	11,492	\$880,028
2052/53	49,457	394	11,886	\$910,176
2053/54	49,799	343	12,228	\$936,407
<b>NPV new ETs</b>				6,741
<b>NPV net income from New ETs (\$/ET)</b>				\$6,289,972
<b>TOTAL NPV REDUCTION AMOUNT CHARGE per ET</b>				<b>\$933</b>

## 19 Cross Subsidy Calculation

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Sensitivity: General  
Section 19

Port Macquarie Hastings Council  
Development Servicing Plan (Water Supply)

DSP Area	Service Area	Capital Charge for Service Area (\$ per ET)	New ETs	PV of new ETs	Proportion of PV of new ETs in each DSP area	Weighted component of capital charge for each DSP area (\$ per ET)	Weighted capital charge for each DSP area (\$ per ET)	Reduction Amount (\$ per ET)	Maximum Developer Charge (\$ per ET)	Proposed Developer Charge (\$ per ET)	Cross-subsidy to developer charge (\$ per ET)	Weighted average cross- subsidy to developer charge (\$ per ET)
A	Long Flat	57,635	10	1	100.0%	57,635	57,635	1,146	56,489	6,979	49,510	73
B	Comboyne	34,259	20	1	28.9%	9,889	30,891	1,146	29,744	6,979	22,765	
B	Telegraph Point	29,524	50	3	71.1%	21,001	30,891	1,146	29,744	6,979	22,765	
C	Hastings	8,125	28,465	8,596	100.0%	8,125	8,125	1,146	6,979	6,979	0	

Annual Water bill - no cross subsidy (\$ per ET)	\$	1,009.35	Increase in annual bill	\$	0.80	0.1%
Annual Water bill - with cross subsidy (\$ per ET)	\$	1,010.15				

Year	Total ETs	New ETs per year	Annual Cross- subsidy on developer charges (\$000)	PV of annual cross-subsidy on developer charges over 30	Annual bill revenue with NO CROSS SUBSIDY (\$000)	Annual bill revenue WITH CROSS SUBSIDY (\$000)	Additional amount required from annual bills to cover subsidy	PV of additional amount from annual bills over 30 years @ 5%	Cross-subsidy from existing customers	PV of cross- subsidy from existing customers
2023/24	40,088									
2024/25	40,733	645	47	597	41,114	41,147	32.6	597	32,044	517,231
2025/26	41,271	538	39		41,657	41,690	33.0		32,044	
2026/27	41,783	512	37		42,174	42,207	33.4		32,044	
2027/28	42,314	531	39		42,709	42,743	33.8		32,044	
2028/29	42,813	499	37		43,213	43,247	34.2		32,044	
2029/30	43,376	563	41		43,782	43,817	34.7		32,044	
2030/31	43,891	515	38		44,301	44,337	35.1		32,044	
2031/32	44,404	513	38		44,819	44,855	35.5		32,044	
2032/33	44,906	502	37		45,326	45,362	35.9		32,044	
2033/34	45,426	520	38		45,851	45,888	36.3		32,044	
2034/35	45,923	497	36		46,353	46,390	36.7		32,044	
2035/36	46,428	504	37		46,862	46,899	37.1		32,044	
2036/37	46,924	497	36		47,363	47,401	37.5		32,044	
2037/38	47,414	490	36		47,857	47,895	37.9		32,044	
2038/39	47,875	461	34		48,323	48,361	38.3		32,044	
2039/40	48,374	499	37		48,826	48,865	38.7		32,044	
2040/41	48,855	482	35		49,312	49,351	39.1		32,044	
2041/42	49,320	465	34		49,782	49,821	39.4		32,044	
2042/43	49,801	480	35		50,267	50,306	39.8		32,044	
2043/44	50,277	477	35		50,748	50,788	40.2		32,044	
2044/45	50,740	462	34		51,214	51,255	40.6		32,044	
2045/46	51,210	471	34		51,689	51,730	40.9		32,044	
2046/47	51,645	434	32		52,128	52,169	41.3		32,044	
2047/48	52,071	427	31		52,558	52,600	41.6		32,044	
2048/49	52,496	425	31		52,987	53,029	42.0		32,044	
2049/50	52,951	454	33		53,446	53,488	42.3		32,044	
2050/51	53,400	449	33		53,899	53,942	42.7		32,044	
2051/52	53,848	448	33		54,352	54,395	43.0		32,044	
2052/53	54,303	455	33		54,811	54,855	43.4		32,044	
2053/54	54,763	459	34		55,275	55,318	43.8		32,044	

Sensitivity: General  
Section 19

Port Macquarie Hastings Council  
Development Servicing Plan (Sewerage)

DSP Area	Service Area	Capital Charge for Service Area (\$ per ET)	New ETs	PV of new ETs	Proportion of PV of new ETs in each DSP area	Weighted component of capital charge for each DSP area (\$ per ET)	Weighted capital charge for each DSP area (\$ per ET)	Reduction Amount (\$ per ET)	Maximum Developer Charge (\$ per ET)	Proposed Developer Charge (\$ per ET)	Cross-subsidy to developer charge (\$ per ET)	Weighted average cross-subsidy to developer charge (\$ per ET)
A	Long Flat	95,646	10	1	100.0%	95,646	95,646	933	94,713	5,311	89,402	94
B	Comboyne	49,443	20	1	100.0%	49,443	49,443	933	48,510	5,311	43,199	
C	Telegraph Point	23,669	48	2	0.2%	41	17,865	933	16,932	5,311	11,621	
C	Bonny Hills	18,593	2,585	837	58.8%	10,927	17,865	933	16,932	16,932	0	
C	Camden Haven	16,797	2,816	585	41.1%	6,897	17,865	933	16,932	16,932	0	
D	Thrumster	15,914	8,492	3,310	100.0%	15,914	15,914	933	14,981	14,981	0	
E	Wauchope	9,672	2,010	521	100.0%	9,672	9,672	933	8,739	8,739		
F	Port Macquarie	6,244	8,851	1,841	100.0%	6,244	6,244	933	5,311	5,311	0	

Annual Sewerage bill - no cross subsidy (\$ per ET)	\$	1,041.19	Increase in annual bill	\$	0.92	0.1%
Annual Sewerage bill - with cross subsidy (\$ per ET)	\$	1,042.11				

Year	Total ETs	New ETs per year	Annual Cross-subsidy on developer charges (\$000)	PV of annual cross-subsidy on developer charges over 30	Annual bill revenue with NO CROSS SUBSIDY (\$000)	Annual bill revenue WITH CROSS SUBSIDY (\$000)	Additional amount required from annual bills to cover subsidy	PV of additional amount from annual bills over 30 years @ 5%	Cross-subsidy from existing customers	PV of cross-subsidy from existing customers
2023/24	37,571									
2024/25	38,089	518	49	633	39,658	39,693	35.0	633	34,539	557,492
2025/26	38,517	428	40		40,104	40,139	35.4		34,539	
2026/27	38,931	414	39		40,535	40,571	35.8		34,539	
2027/28	39,356	425	40		40,977	41,013	36.2		34,539	
2028/29	39,762	406	38		41,400	41,437	36.6		34,539	
2029/30	40,224	462	43		41,881	41,918	37.0		34,539	
2030/31	40,652	428	40		42,326	42,364	37.4		34,539	
2031/32	41,072	421	39		42,764	42,802	37.8		34,539	
2032/33	41,493	421	39		43,202	43,240	38.1		34,539	
2033/34	41,926	433	41		43,653	43,691	38.5		34,539	
2034/35	42,342	416	39		44,086	44,125	38.9		34,539	
2035/36	42,761	419	39		44,522	44,561	39.3		34,539	
2036/37	43,179	418	39		44,957	44,997	39.7		34,539	
2037/38	43,585	406	38		45,380	45,420	40.1		34,539	
2038/39	43,971	387	36		45,783	45,823	40.4		34,539	
2039/40	44,390	418	39		46,218	46,259	40.8		34,539	
2040/41	44,796	406	38		46,641	46,682	41.2		34,539	
2041/42	45,185	390	37		47,047	47,088	41.5		34,539	
2042/43	45,593	408	38		47,471	47,513	41.9		34,539	
2043/44	45,998	405	38		47,893	47,935	42.3		34,539	
2044/45	46,390	392	37		48,301	48,343	42.6		34,539	
2045/46	46,792	402	38		48,720	48,763	43.0		34,539	
2046/47	47,165	372	35		49,107	49,151	43.4		34,539	
2047/48	47,532	367	34		49,489	49,533	43.7		34,539	
2048/49	47,899	368	35		49,872	49,916	44.0		34,539	
2049/50	48,290	391	37		50,279	50,323	44.4		34,539	
2050/51	48,677	387	36		50,682	50,726	44.7		34,539	
2051/52	49,063	387	36		51,084	51,129	45.1		34,539	
2052/53	49,457	394	37		51,494	51,539	45.5		34,539	
2053/54	49,799	343	32		51,851	51,896	45.8		34,539	

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## Port Macquarie Hastings Council

BIRPAI COUNTRY

[pmhc.nsw.gov.au](https://pmhc.nsw.gov.au)

Email [council@pmhc.nsw.gov.au](mailto:council@pmhc.nsw.gov.au)

PO Box 84 Port Macquarie NSW 2444

Tel 02 6581 8111

Socials [@pmhcouncil](#)    





# **Port Macquarie-Hastings Council – Development Servicing Plans**

## **Audit Report**

**Final Report**

**July 2024**

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Hydrosphere Consulting Pty Ltd  
Suite 6, 26-54 River Street  
PO Box 7059, BALLINA NSW 2478  
www.hydrosphere.com.au

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JOB 24-024 – PMHC DSP AUDIT					
REV	DESCRIPTION	AUTHORS	REVIEW	APPROVAL	DATE
0	DSP Audit Report	R. Campbell	M. Howland	M. Howland	4 July 2024



Port Macquarie Hastings Council DSP Audit Report

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## Port Macquarie Hastings Council DSP Audit Report

## 1. INTRODUCTION

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Hydrosphere Consulting was commissioned to audit the *Development Servicing Plans for Water Supply and Sewerage - Port Macquarie Hastings Council* (draft DSP, Revision D, 3/7/24 and earlier drafts) prepared for Port Macquarie-Hastings Council by Beca HunterH2O. The audit was undertaken in July 2024 by Robyn Campbell of Hydrosphere Consulting.

The audit was carried out pursuant to the requirements of the 2016 *Developer Charges Guidelines for Water Supply, Sewerage and Stormwater* issued by DPI Water (the Guidelines).

The audit addresses compliance with the Check List included in Appendix D of the Guidelines. The audit excludes check list items that have not yet been completed (including exhibition tasks and subsequent activities). Documents referenced in the DSPs (e.g. financial data, design guidelines) have not been audited.

## 2. AUDIT OUTCOMES

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Compliance with the Guidelines is reported in Table 1 as follows:

- ☒ Full compliance
- ☐ Minor non-compliance
- ☒ Significant non-compliance
- ~ Compliance cannot be determined based on information provided
- N/A Not applicable/not audited

The assessment of compliance and auditor's comments relate to both the water supply and wastewater components of the DSP unless noted in Table 1.

The Water Supply and Wastewater draft DSPs comply with the Guidelines and the checklist items.

## Port Macquarie Hastings Council DSP Audit Report

Table 1: Developer charges check list requirements and auditor's comments

Topic		Outcome Achieved	Compliance	Auditor's comments
1	Requirement for Plan Preparation	Establish whether your LWU is to: (a) Prepare a DSP document, or (b) Request exemption.	<input checked="" type="checkbox"/>	A DSP covering water and wastewater has been prepared.
		Once the requirement for the DSP document has been established, prepare the DSP document in accordance with the Model DSP document table of contents (Appendix E of the Guidelines).	<input checked="" type="checkbox"/>	Refer below
2	Summary	A. Includes statements relating to the legal basis & driver for the DSP document.	<input checked="" type="checkbox"/>	-
		B. Includes the DSP areas covered and the levels of service (LOS) and summary of the total asset management plan (TAMP) associated with each DSP area for each service (e.g. water supply or sewerage).	<input checked="" type="checkbox"/>	-
		C. Includes a summary table showing the proposed developer charges and any cross-subsidy (resulting in an increase in the Typical Residential Bill (TRB)) for each service in each DSP area.	<input checked="" type="checkbox"/>	Council will include the proposed charges for inclusion in the draft DSP for public exhibition.
		D. Includes a statement that the DSP document will be reviewed after a period of 4 to 8 years in accordance with the Guidelines.	<input checked="" type="checkbox"/>	-
3	Introduction / Administration	A. Includes the 5 paragraphs from the Model DSP document (Appendix E, page 103 of the Guidelines).	<input checked="" type="checkbox"/>	-
		B. Includes the time limit for payment in any developer charges determination or advice provided to developers in accordance with Section 2.5, page 9 of the Guidelines.	<input checked="" type="checkbox"/>	-
		C. Includes a statement to indicate whether the LWU is a member of the Electricity and Water Ombudsman (EWON) (page 11 of the Guidelines).	<input checked="" type="checkbox"/>	-



## Port Macquarie Hastings Council DSP Audit Report

Topic		Outcome Achieved	Compliance	Auditor's comments
4	Service Areas	A. Check if service areas within the entire area of operation have been correctly identified. A service area typically comprises the area serviced by a separate water supply system, sewage treatment works, small towns/ villages or a new development area of greater than 500 lots (Section 3.2, page 15 and Section 5, pages 42-46 of the Guidelines).	<input checked="" type="checkbox"/>	Service areas are appropriate.
		B. Includes the basis for defining the service area boundaries. The basis/reason could be included as a note on each service area map.	<input checked="" type="checkbox"/>	-
		C. Includes a map or aerial image of the service areas in Appendix E, Section 13, page 117 of the Guidelines.	<input checked="" type="checkbox"/>	Service area maps are included in Section 13.
5	Levels of Service (LOS)	A. Includes the key LOS from the later of your LWU's 30-year IWCM strategy and 30-year Strategic Business Plan (SBP).	<input checked="" type="checkbox"/>	LOS are from a separate Water Supply Services Policy (not audited). Council's IWCM and SBP are not mentioned although these are not relevant for PMHC.
		B. Community consultation is essential on the proposed levels of service (LOS) in order to negotiate an appropriate balance between LOS and the resulting Typical Residential Bill (section 12.4 on page 85 of Reference 3). Refer also to Item 4 on page 5 of SBP Check List.	<input checked="" type="checkbox"/>	Council policies are publicly exhibited, and charges are updated in the Fees and Charges which is also publicly exhibited each year.

## Port Macquarie Hastings Council DSP Audit Report

Topic		Outcome Achieved	Compliance	Auditor's comments
6	Design Parameters	A. Includes reference to the adopted 30-year Total Asset Management Plan (TAMP) and financial plan in the later of your LWU's 30-year IWCM strategy and 30-year SBP.	<input checked="" type="checkbox"/>	The asset design guides etc. are listed. The PMHC total asset management plan (TAMP) is comprised of various components, including the Long-Term Financial Plan (LTFP) the Strategic Business Plan (SBP) and Asset Management Plans (AMPs) which guide asset management planning. This information is included in the DSP Summary.
		B. Includes reference to specific technical manuals, standards, etc. used in the sizing, design & construction of water supply and sewerage system components. These documents provide the minimum requirement guidance for cost estimation.	<input checked="" type="checkbox"/>	-
7	Service Area Equivalent Tenement Projection	For each water supply service area establish the following: A. The number of equivalent tenements (ETs) serviced by the existing assets in 1996 and at present.	<input checked="" type="checkbox"/>	-
		B. The 30-year projection of equivalent tenements (ETs).	<input checked="" type="checkbox"/>	-
		For each sewerage service area establish the following: C. The number of equivalent tenements (ETs) serviced by the existing assets in 1996 and at present.	<input checked="" type="checkbox"/>	-
		D. The 30-year projection of equivalent tenements (ETs).	<input checked="" type="checkbox"/>	-

## Port Macquarie Hastings Council DSP Audit Report

Topic		Outcome Achieved	Compliance	Auditor's comments
8	Service Area Capital Charge Calculation	For assets used in the capital charge calculation ensure the capital charge:  A. Includes the existing and future assets required to serve a service area (page 22 of the Guidelines). Future assets required within 10 years of the commencement of the DSP document must be shown and discussed in your LWU's TAMP in order to be included in the DSP document (page 23 of the Guidelines).	<input checked="" type="checkbox"/>	10 years included. These works are included in the LTFP and there are firm plans to construct the included assets.
		B. Includes future assets beyond 10 years provided the LWU has demonstrated a nexus between the relevant future assets and the development, and the LWU has detailed plans for construction of the assets.	<input checked="" type="checkbox"/>	Assets beyond 10 years have been included in the calculation where there are firm plans to construct these assets e.g. Wauchope STP, Thrumster STP.
		C. Includes renewal cost of an asset from your TAMP that is planned within the next 10 years, only if the original asset had been excluded as it is over 30 years old.	<input checked="" type="checkbox"/>	Assets that are to be renewed have not been included as existing assets.
		D. In the absence of a current TAMP, may only include future assets required within 5 years (page 23 of the Guidelines). That is the provisions of Items 8A to 8C above apply only if you have a current TAMP.	<input checked="" type="checkbox"/>	Council has a current TAMP.
		E. For assets older than 30 years at the commencement of the DSP document is only included if the assets meet the requirements in section 4.3.2 of the Guidelines and approval for inclusion of the assets has been provided by DPI Water (page 23 of the Guidelines).	<input checked="" type="checkbox"/>	Assets older than 30 years have not been included.
		F. Is based on valuation of existing assets on the basis of Modern Engineering Equivalent Replacement Asset (MEERA) cost (page 25 of the Guidelines) and assigned to the correct service area for each water supply & sewerage service.	<input checked="" type="checkbox"/>	Based on 2021/22 valuation. Stated as MEERA cost.

## Port Macquarie Hastings Council DSP Audit Report

Topic		Outcome Achieved	Compliance	Auditor's comments
		G. Excludes contingencies for existing assets and includes contingencies for future assets (page 25 of the Guidelines). Note that the capital cost of future assets in the TAMP should include a contingency allowance.	<input checked="" type="checkbox"/>	Compliance assumed.
		H. Uses the capital cost of future assets in the TAMP assigned to the correct service area for each water supply & sewerage service.	<input checked="" type="checkbox"/>	-
		I. Is not reduced for any government grants or a similar payment towards the capital cost (page 23 of the Guidelines) from the capital charge calculations.	<input checked="" type="checkbox"/>	Compliance assumed.
		J. Excludes reticulation assets (page 24 of the Guidelines) from the capital charge calculations.	<input checked="" type="checkbox"/>	-
		K. For out-of-sequence development, where the full capital cost of the assets has been met by the developer is excluded (page 25 of the Guidelines) from the capital charge calculations.	N/A	No out-of-sequence development.
		For LWUs with number of connected properties less than 2,000 then: J. Either the ROI Factor method or NPV Spreadsheet method <sup>42</sup> could be used (Section 4.5, page 26 of the Guidelines).	N/A	-
		K. Calculate capital charge using one method only.	<input checked="" type="checkbox"/>	-

## Port Macquarie Hastings Council DSP Audit Report

Topic		Outcome Achieved	Compliance	Auditor's comments
		<p>Where ROI Factor method is used:</p> <p>L. Calculate capital cost per ET of existing assets in each service area for each water supply &amp; sewerage service using the MEERA cost and assessed system capacity in ETs.</p> <p>M. Calculate capital cost per ET of future assets (Items 8A, 8B and 8C on page 91) using capital cost in the TAMP in current dollars, in each service area for each of water supply and sewerage.</p> <p>O. Ensure the correct discount rates are applied for the pre and post 1996 assets</p> <p>P. Includes the correct years to full take-up for each system. Provide basis for the chosen year to full take-up.</p> <p>Q. Calculate separately the capital charge for each water supply service area and sewerage service area and include the values for each service area as per Table 3 in the model DSP document (page 108 of the Guidelines). Provide separate tables for the water supply and sewerage service.</p>	N/A	-
		<p>LWUs with number of connected properties 2,000 or more must use the NPV Spreadsheet method (Section 4.5, page 26 of the Guidelines)</p> <p>R. Enter on the spreadsheet the MEERA capital cost for the proportion of the assets serving post-1996 growth for each water supply service area and sewerage service area and the post-1996 growth in ETs.</p>	<input checked="" type="checkbox"/>	-
		S. Calculate the present value of ETs and the capital cost of assets for each water supply service area and sewerage service area.	<input checked="" type="checkbox"/>	-
		T. Ensure the correct discount rate is applied for the pre and post 1996 assets.	<input checked="" type="checkbox"/>	-



## Port Macquarie Hastings Council DSP Audit Report

Topic		Outcome Achieved	Compliance	Auditor's comments
		U. Calculate separately the capital charge for each water supply service area and sewerage service area and include the values for each service area as per Table 3 in the model DSP document (page 108 of the Guidelines). Provide a separate table for each service area.	<input checked="" type="checkbox"/>	-
9	Agglomeration of Service Areas into DSP Areas	A. Agglomerate service areas where the capital charge is within 30% of the highest capital charge in order to minimise the number of water supply & sewerage DSP areas (page 42 of the Guidelines). Provide separate tables for the water supply and sewerage service with details as per Table 4 in the model DSP document (page 108 of the Guidelines).	<input checked="" type="checkbox"/>	-
		B. For utilities with less than 2000 connected properties, agglomerate additional service areas as per Section 5.2, page 44 of the Guidelines.	N/A	-
		C. Calculate the weighted average capital charge and the capital charge for each water supply & sewerage DSP area (page 44 of the Guidelines). Provide separate tables for the water supply and sewerage service with details as per Table 5 in the model DSP document (page 109 of the Guidelines).	<input checked="" type="checkbox"/>	-
10	Reduction Amount Calculation	For LWUs with number of connected properties less than 2,000 then:  A. Either the Simplified NPV of Annual Bills Method or NPV of Annual Bills Method could be used (Section 6.2, page 50 of the Guidelines).	N/A	-
		B. Calculate the reduction amount using one method only.	<input checked="" type="checkbox"/>	-

## Port Macquarie Hastings Council DSP Audit Report

Topic		Outcome Achieved	Compliance	Auditor's comments
		Where the Simplified NPV of Annual Bills Method is used:	N/A	-
		C. Ensure accurate values of current annual bill per ET (footnote 29 on page 47 of the Guidelines) and the current OMA cost per ET are used to calculate the Reduction Amount.		
		D. Provide separate tables for the water supply and sewerage service with details as per Table 6 in the model DSP document (page 110 of the Guidelines).	N/A	-
		E. Check the NPV calculations are correct.	N/A	-
		LWUs with number of connected properties 2,000 or more must use the NPV of Annual Bills method:  F. Use accurate values of current annual bill per ET and the current OMA cost per ET to calculate the Reduction Amount (page 47 of the Guidelines).	<input checked="" type="checkbox"/>	Council utilised actual financial data from the past three years (2020 to 2022) as a benchmark for comparison and incorporated updates into the Delivery Program. Utilising the actual financial data for all properties was determined to be more accurate than using the performance monitoring data. This approach was therefore the preferred method adopted.
		G. Base the OMA cost on the most efficient and lowest cost means of providing the service (page 46 of the Guidelines).	<input checked="" type="checkbox"/>	The reduction amount has been calculated based on the annual bills and reported OMA cost to arrive at the net revenue per ET.
		H. Ensure correct value of ETs is used for utility-wide reduction amount calculation.	<input checked="" type="checkbox"/>	-

## Port Macquarie Hastings Council DSP Audit Report

Topic		Outcome Achieved	Compliance	Auditor's comments
		I. Provide separate tables for the water supply and sewerage service with details as per Table 6 in the model DSP document (page 110 of the Guidelines). Utilities with a number of annual water supply or sewerage tariffs should calculate a reduction amount for each tariff area and report the details of analysis as per Table 6 in the model DSP document (page 110 of the Guidelines).	<input checked="" type="checkbox"/>	-
		J. Check the NPV calculations are correct.	<input checked="" type="checkbox"/>	-
		K. Calculate appropriate reduction amount adjustments for differential tariff or OMA cost (page 51 of the Guidelines).	N/A	Reduction amount has not been adjusted.
11	Developer Charge Calculation	A. Subtract the reduction amount from the capital charge for each water supply & sewerage DSP area to obtain the calculated developer charge for each DSP area (page 52 of the Guidelines). LWUs may not levy a higher developer charge than the calculated value for each DSP area (page 52 of the Guidelines).	<input checked="" type="checkbox"/>	-
		B. Adjust the calculated developer charge for DSP areas with different OMA cost or different tariff (page 51 of the Guidelines).	N/A	Developer charge has not been adjusted.
		C. Avoid a high level of cross-subsidy and disclose any cross-subsidies in the DSP document and on your LWU's website (pages 12 & 53 of the Guidelines).	<input checked="" type="checkbox"/>	-
		D. The utility may elect to cap the developer charges for small villages in order to maintain affordability and to avoid 'stranded' assets in such villages.	<input checked="" type="checkbox"/>	Developer charges for the villages are proposed to be capped.
		E. LWUs may also cap developer charges for other areas to maintain affordability, subject to adopting a commercial developer charge which recovers a significant proportion of the capital cost of the infrastructure.	N/A	No other charges have been capped.

## Port Macquarie Hastings Council DSP Audit Report

Topic		Outcome Achieved	Compliance	Auditor's comments
		F. Outline the rationale for cross-subsidy if proposed (sections 7.1 & 7.2, pages 52 & 53 of the Guidelines). Includes details as per section 7.7 in the model DSP document (page 110 of the Guidelines).	<input checked="" type="checkbox"/>	Rationale for cross-subsidy calculation and details are provided.
		G. Where lower developer charges are proposed than the calculated charge then provide details of analysis as per Table 7 in the model DSP document (page 111 of the Guidelines). Provide separate tables for the water supply and sewerage service.	<input checked="" type="checkbox"/>	Cross-subsidy options are provided. Council to adopt the preferred option.
		H. Also provide details of analysis as per Table 8 in the model DSP document (page 111 of the Guidelines) to show the impact of cross-subsidies on TRB. Provide separate tables for the water supply and sewerage service.	<input checked="" type="checkbox"/>	-
		I. Include a graphical representation of the TRB based on the calculated developer charge and the developer charges proposed with cross-subsidy as per Figure 1 in the model DSP document (page 112 of the Guidelines). Provide separate figures for the water supply and sewerage service.	<input checked="" type="checkbox"/>	-
		J. Check if the proposed developer charges convey locational signals by maintaining relativity between the DSP areas (page 52 of the Guidelines).	<input checked="" type="checkbox"/>	-

## Port Macquarie Hastings Council DSP Audit Report

Topic		Outcome Achieved	Compliance	Auditor's comments
12	Draft DSP Document	<p>DSP Document Format Options:</p> <p>1. A separate DSP document may be prepared for each DSP area, and for each of water supply and sewerage (page 46 of the Guidelines). A LWU may publish its DSP documents as one or more volumes.</p> <p>2. Alternatively, a LWU may elect to prepare a single DSP document for each of water supply and sewerage, which is a concise documentation of the required information. If a single DSP document is prepared then the document must clearly identify the capital charge relating to each water supply or sewerage DSP area, the proposed developer charge and the cross-subsidy for each water supply or sewerage DSP area.</p>	<input checked="" type="checkbox"/>	Single DSP provided for water supply and wastewater.
		<p>DSP Document Contents:</p> <p>A. The contents of the DSP document must be in accordance with the guidelines (page 6 of the Guidelines) and should use the Model DSP document (Appendix E on page 99 of the Guidelines) as the framework.</p> <p>B. Include all the outcomes from items 2 to 11 on pages 89 to 94 of this Check List.</p>	<input checked="" type="checkbox"/>	The DSP contains the key information required by the guidelines.
		<p>C. The Background Information must contain all the critical data behind each DSP, including calculation models in Excel or similar format (page 7 of the Guidelines). The Background Information must be made available to developers on request during and after the public exhibition of the Draft DSP document (Item 14 below).</p>	<input checked="" type="checkbox"/>	DSP includes background information. Digital data is available on request.
13	Commissioning of Independent Auditor	<p>A. The draft DSP document must be reviewed by an Independent Auditor before the LWU publicly exhibits the DSP document (page 7 of the Guidelines).</p>	<input checked="" type="checkbox"/>	This audit.
		<p>B. DPI Water approval is obtained prior to commissioning of proposed DSP Auditor (page 123 of the Guidelines).</p>	<input checked="" type="checkbox"/>	Council has advised that approval has been obtained.



## Port Macquarie Hastings Council DSP Audit Report

Topic		Outcome Achieved	Compliance	Auditor's comments
		C. An independent Auditor's Report is obtained confirming that the draft DSP documents have addressed each item in this Check List (page 7 of the Guidelines).	<input checked="" type="checkbox"/>	This audit.
14	Exhibition of Draft DSP Document	A.LWU must publicly exhibit the draft DSP document for at least 30 working days and makes it available on its website (page 8 of the Guidelines).  B.LWU must inform the industry bodies & developers at least 10 days before the start of the public exhibition of the DSP documents (page 8 of the Guidelines).	N/A	-
15	Final DSP Document	A. Has addressed the submissions and feedback received on the draft DSP documents (page 8 of the Guidelines).  B. In addition to the contents outlined in the draft, the final DSP document also includes a summary of the feedback received and how it has been addressed in the final DSP document.  C. Includes recommended developer charges for each DSP area for the water supply and sewerage services.	N/A	-
16	Adopt Final DSP Document	A.LWU resolves to adopt final DSP document (page 8 of the Guidelines).  B. Disclose any cross-subsidies in your annual Operational Plan and on your LWU's website (pages 11 & 53 of the Guidelines).  C. Provide the adopted final DSP document, auditor's report, background information, submissions received and your LWU's responses to the DPI Water Developer Charges Coordinator for registration (page 8 of the Guidelines).  D. DSP document is registered by DPI Water (page 8 of the Guidelines).	N/A	-



Authorised by: Council  
 Authorised date: DD/MM/YYYY  
 Effective date: DD/MM/YYYY  
 Next review date: DD/MM/YYYY  
 File Number: #####

## DEVELOPMENT CONTRIBUTIONS ~~ASSESSMENT~~ ADMINISTRATION POLICY

### 1. INTRODUCTION

~~This Policy nominates a relationship between the contributions levied for a single density dwelling lot (one lot with one dwelling entitlement or one Equivalent Tenement (ET)) and the contributions levied upon another development types for Section 94 Contributions under Council's Development Contributions Plans and Water and Sewer Developer Charges under Council's Development Servicing Plans~~

~~This Policy also outlines the process by which development contributions required as condition of development consent will be indexed prior to payment of the contributions and how contributions will be recalculated.~~

Development Contributions, also known as Local Infrastructure Contributions, are a levy charged by Council when new development occurs. These contributions are collected for funding public infrastructure that is required as a direct or indirect result of development, for example local roads, footpaths, community centres, sporting fields and parks. In addition, Developer Charges are collected to fund water and sewer infrastructure required to support providing these services.

This Policy is supported by and to be used in conjunction with Council's Local Infrastructure Contributions Plans (LICP) and water supply and sewerage developer charges under Council's Development Servicing Plans (DSP).

The purpose of this Policy is to:

- Guide Council decision making on the implementation and collection of development contributions and charges.
- Provide predictability and certainty to stakeholders in how development contributions and charges are to be administered.
- Provide information for those involved in development to make fair payments to the Council to reflect the demand their development will have on Council infrastructure and the benefits residents and businesses occupying these developments will derive from Council infrastructure.
- Outline the process by which development contributions are required as a condition of development consent.
- Outline the process by which developer charges are required prior to the issuing of a certificate of compliance under section 307 of the *Water Management Act 2000*.

### 2. POLICY STATEMENT AND SCOPE

This Policy:

- Provides the standard criteria to ~~assess~~ **administer** contributions for developments ~~(under Section 64 of the Local Government Act 1993 and Section 94.11 and 7.12 of Contributions) the Environmental Planning and Assessment Act 1979.~~
- Provides a standard procedure for the recalculation of contributions following the issue of development consent.
- Allows for the deferral of the payment of development contributions, at Council's discretion, in relation to residential development.
- ~~Applies to all development consents that require the payment of development contributions.~~

#### 2.1 Contribution **Rates Criteria**

Schedule 1 lists the percentage-based relationships for the various residential uses covered by this Policy. Schedule 2 lists the criteria for assessment of load on water and sewer headworks for non-residential development.

Unit rates in both schedules are defined as Equivalent Tenements (ET) in relation to the demand or loading a development will have on Council's water and sewer infrastructure as if it was an average residential dwelling or house.

The ET's for water and sewer have been derived from the NSW Water Directorate's *Section 64 Determinations for Equivalent Tenements Guideline*. Any updates to the NSW Water Directorate's Guideline may require an update to the rates within Schedules 1 and 2.

## 2.2 ~~Short Term or~~ Emergency Accommodation

Development involving ~~short term or~~ emergency accommodation primarily for stays of less than two ~~(2)~~ weeks are exempt from the payment of contributions ~~and developer charges~~, provided that the community organisation carrying out the development has received endorsement for the project as a deductible gift recipient by the Australian Taxation Office under the category of a "public benevolent institute".

Exempt development under this clause is not included in the calculation of demand under Council's ~~Development Contributions Plans LICPs~~. Any shortfall in contributions resulting from exempt development ~~is to be met by the relevant Contributions Plan~~ will need to be funded through other means.

## 2.3 Development by non-profit organisations

Development by non-profit organisations on Council / ~~Government~~ owned or controlled land is exempt from the payment of development contributions ~~and developer charges~~, provided that the Council determines that the development is for ~~an essential community service~~ a community facility. Evidence will need to be provided that the organisation is a not-profit, being an organisation that does not operate for the profit, personal gain or other benefit of particular people (for example, its members, the people who run the organisation, or their friends or family) and is registered with the Australian Charities and Not-for-profits Commission and Australian Taxation Office as a non-profit organisation.

Exempt development under this clause is not included in the calculation of demand under Council's ~~Development Contributions Plans LICPs or Development Servicing Plans DSPs~~. Any shortfall in contributions resulting from exempt development is to be met by the relevant ~~Development Contributions Plans LICP or Development Servicing Plans DSP~~ will need to be funded through other means.

## 2.4 ~~Contribution Offsets for Ecologically Sustainable Development~~

### 2.4.1 ~~Introduction~~

~~Port Macquarie Hastings Council recognises the importance of Ecologically Sustainable Development (ESD) in providing for a high quality life for future generations of residents. In order to encourage a level of ESD that exceeds current legislative requirements and to provide examples highly efficient ESD subdivisions Council will provide development contribution offsets where the development can comply with the criteria in this clause.~~

### 2.4.2 ~~Definition of Ecologically Sustainable Development~~

~~For the purpose of this clause, Ecologically Sustainable Development (ESD) means residential subdivisions for permanent occupants of at least 50 residents where the development can demonstrate reduced water and energy consumption as provided by table 1.~~

Table 1: ~~Reduced Energy and Water Consumption Criteria~~

Item	Criteria
Water Consumption	80% reduction on historical consumption rates calculated in accordance with BASIX

Energy Consumption	60% reduction on historical consumption rates calculated in accordance with BASIX
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### 2.4.3 Contribution Offsets

Where a development complies with the provisions in table 1, a contribution offset will be provided where Council is satisfied that the development will have a reduced demand on Council provided facilities by complying with the criteria in table 2 and the provisions of clause 2.4.4.

Table 2: Contribution Offsets

Contribution	Criteria	Offset
S94 Roads	Independent monitoring of traffic generation to demonstrate a reduction in traffic generation equal to or greater than the percentage of the local road contribution compared to the total road contribution has been achieved 2 years after the final dwelling in the development is occupied.	No local contribution requirement.
S94 Open Space	Provide an onsite active and passive communal recreational facilities having a minimum area of 100m <sup>2</sup> per ET.	No local contribution requirement.
S94 Community Facilities	The development must demonstrate an ongoing commitment to the social well being of residents through the provision of communal meeting places.	No local contribution requirement.
Water Supply	Installation of a full independent water supply system to the satisfaction of Council.	Full contribution offset.
Sewerage Services	Installation of a full independent sewerage system to the satisfaction of Council.	Full contribution offset.

### 2.4.4 Additional Criteria for Contribution Offsets

To qualify for a contribution offset a development must:

- Provide ongoing monitoring of the development (by consultants acceptable to Council), for a minimum of 2 years after the final dwelling in the development is occupied, to establish that the development has achieved the criteria in tables 1 and 2.
- Provide an unconditional Bank Guarantee to Council for the extent of the S94 Contribution offsets. The Bank guarantee will be returned 2 years after the final dwelling in the development is occupied provided Council is satisfied that the development has achieved the criteria in tables 1 and 2.
- Pay full Developer Charges for Water Supply and Sewerage Services, at the rates applicable at the time, should the development connect to Council operated facilities of these services in the future.
- Pay full S94 Developer Charges, at the rates applicable at the time, should the development be re-subdivided or be subject to a change in the title structure of the development.
- Be subject to a form of title whereby all infrastructure for the development including roads becomes the responsibility of the owners within the development e.g. Community Schemes Legislation.

### 2.4.5 Calculation of Contribution Offsets

- (1) Where there is no local community facilities contribution Council will allow an offset at the lowest community facilities contribution of other areas.

~~(2) Where a development is carried out in stages a prorata reduction in contributions will be given however the development must still meet the criteria in tables 1 and 2 and the provisions of clause 2.4.4 for the particular stage.~~

## 2.4 Secondary Dwellings ("Granny Flats")

No Section 947.11, water and sewer contributions apply to development for the purposes of a secondary dwelling ("granny flat") with a floor area up to and including 60m<sup>2</sup> (within external walls) on the same lot of land (not being an individual lot in a strata plan or community title scheme) as the principal dwelling.

## 2.5 Indexation and Recalculation of Contributions

- Council will generate a Notice of Payment - Developer Charges (NOP) for all development contribution charges. The charges will be fixed for 90 days from the date of issue.
- An application for a NOP can be made at any time. The NOP will be provided at no charge with the development consent and ~~subsequently for a fee of \$25.00 will be charged as per Council's Fees and Charges for any subsequent NOPs.~~
- The applicant is to pay ~~some or~~ all the charges within the 90-day period. The existing requirement for payment for buildings before issue of a construction certificate and for subdivisions before issue of the subdivision certificate will continue.
- The charge will be determined at the date the development consent is prepared or at the date of issue of a NOP.
- Council will not accept payment of a contribution unless the payment matches a time valid NOP as issued by Council.
- All NOP's whether generated by a development consent or a separate ~~application request~~ will be checked by Council's Development Contribution staff.

## 2.6 Deferral of Payment of Development Contributions

~~Council will allow deferral of the payment of development contributions in relation to residential and rural residential subdivision, building works and other development not involving subdivision for a period of up to two years subject to the following provisions:~~

### ~~1. Residential and Rural Residential Subdivision.~~

~~Prior to the release of the subdivision certificate contributions must be secured to Council's satisfaction and subject to:~~

- ~~a. The deferral period being for a maximum of 2 years from the release of the subdivision certificate.~~
- ~~b. Contributions being paid prior to the sale of the lot and outstanding contributions being secured to Council's satisfaction by either:
  - ~~• Bank Guarantee,~~
  - ~~• Charge on Land,~~
  - ~~• Caveat on each individual lot, or~~
  - ~~• Voluntary Planning Agreement.~~~~
- ~~c. Where security is by way of a bank guarantee or charge, a 2 year interest amount calculated at the average rate of Council's investments performance over the past 12 months plus 1% is to be added to the amount secured.~~
- ~~d. Contributions to be calculated at the rate applicable at the time of payment.~~
- ~~e. Submission of an application made in writing for consideration of deferral of development contributions.~~



- ~~f. The incorporation of a relevant condition of development consent relating to the deferral of payment of contributions (This may require lodgement of a s.96 application for existing development consents).~~
- ~~g. All costs associated with lodgement of a bank guarantee or preparation/registration of a Deed of Agreement in the form of a caveat to be borne by the landowner/applicant.~~
- ~~2. Building development or other development not involving subdivision.~~

~~Deferral of payment of development contributions must be secured to Council's satisfaction and subject to:~~

- ~~a. The deferral period being for a maximum of 2 years from the release of the construction or complying development certificate for building works or from the date of occupation/use commencing where no building works are proposed.~~
- ~~b. An application made in writing to defer the payment of contributions.~~
- ~~c. Contributions being secured by an irrevocable, non-time limited Bank Guarantee for the amount of the contributions plus a 2 year interest amount calculated at the average rate of Council's investments performance over the past 12 months plus 1%.~~
- ~~d. Contributions to be calculated at the current rate applicable at the time of payment, including contributions paid by instalment during the approved deferral period.~~
- ~~e. The incorporation of a relevant condition of development consent relating to the deferral of payment of contributions (This may require lodgement of a s.96 application for existing development consents).~~
- ~~f. All costs associated with lodgement of a bank guarantee or preparation/registration of a Deed of Agreement in the form of a caveat to be borne by the landowner/applicant.~~

## **~~2.8 Student Accommodation~~**

- ~~a. Payment of contributions can be deferred for a maximum period of 5 years from the issue of a Construction Certificate or until the sale of the land, whichever is the sooner.~~
- ~~b. Payment of contributions being secured by way of a deed of deferral and a registered charge on the land or a bank guarantee.~~
- ~~c. The amount of the charge or bank guarantee is to be calculated based on the amount of the outstanding contributions together with an interest component.~~

## **~~2.9 Non Residential Development~~**

### **~~1. Payment of development contributions/headworks charges by instalment without security~~**

- ~~a. All Non Residential Development being in all land use zones (not being for residential accommodation or tourist and visitor accommodation).~~
- ~~b. It only applying to developments where the total contributions payable do not exceed \$50,000.~~
- ~~c. The total contributions permitted to be paid by instalment without security being limited to \$50,000.~~
- ~~d. The maximum amount of s94/s94A development contributions that can be paid by instalment without security being limited to \$5,000 excluding s94 contributions for up to one (1) car parking contribution.~~

- ~~e. Payment of an interest charge based on the Council's investment portfolio performance plus 1% to be added to the contribution instalments.~~
- ~~f. The contributions and interest to be paid in 24 equal monthly instalments by a direct debit arrangement.~~
- ~~g. Any default in the payment of the contribution instalments will result in the full amount of the contributions becoming due and payable.~~
- ~~h. The interest charge on default payments being in accordance with the interest rate on overdue rates & charges as per the rate determined by the Division of Local Government.~~

## **~~2. Exemption from Water and Sewerage headworks charges – Not exceeding \$2,000~~**

~~Council will allow an exemption from the payment of water and sewerage headworks charges for development involving a change of use or extension of an existing premises, where the combined total of the water and sewerage headworks charges do not exceed \$2,000, in all land use zones, including home businesses in residential zones (not being development for residential accommodation or tourist and visitor accommodation). The \$2,000 exemption amount will be indexed annually in line with the Consumer Price Index (Sydney All Groups).~~

Local infrastructure contributions (either s7.11 or s7.12) relating to development applications and complying development certificates (CDC) must be paid to Council at the time specified in the condition that imposes the contribution or levy.

Council, at its discretion, may accept the deferred payment of development contributions in relation to residential and commercial development, for development consents issued on or after 16 July 2014 for a maximum period of one year. Deferred payments of development contributions will only be considered in certain circumstances in accordance with the criteria below:

1. Deferred payment will only be considered for development applications. Deferred payment of contributions will not be permitted for complying development.
2. An application for deferred payment is to be made in writing to Council.
3. The request must specify the reasons for the need to defer development contributions.
4. The granting of the request will not adversely impact on the administration, operation or cash flows of the plan.
5. The granting of the request will not jeopardise the timely provision of works or land identified within the plan.
6. An applicant must have the intention and ability to pay the development contribution to satisfy the condition imposed on the development consent.

If a deferral is accepted, Council will require a bank guarantee with the following conditions:

1. The bank guarantee must be in Australian dollars from a major Australian trading bank and in the name of Port Macquarie-Hastings Council.
2. Council will not accept a copy of the bank guarantee, the original must be provided to Council.
3. The bank guarantee must have no end date, be unconditional, irrevocable and be in favour of Port Macquarie-Hastings Council.
4. The deferral period being a maximum of 12 months from the release of the subdivision certificate, construction certificate or occupation certificate, with no extension of time to be granted.
5. The total amount of contributions that is proposed to be deferred is no less than \$100,000.00
6. The bank guarantee must be for the amount of the total contribution, or the amount of the outstanding contribution, plus an amount equal to 10 percent of the total value of the contribution to be deferred.
7. An administration fee will apply to cover the cost of processing the bank guarantee, in accordance with Council's fees and charges. The fee will be reviewed annually.
8. Contributions are to be calculated at the rate applicable at the time of payment.

9. The incorporation of a relevant condition of development consent relating to the deferral of payment of contributions.

All costs associated with lodgement of a bank guarantee or preparation / registration of a bank guarantee are to be borne by the landowner / developer.

All requests for a bank guarantee will be assessed based on their merit and the decision will be solely at the discretion of Council.

If the amount of the total development contribution including indexation is not paid within the deferral period, Council may immediately request that the bank must pay the full amount guaranteed by the bank guarantee to the Council without reference to the developer, landowner or other person who lodged the guarantee, and without regard to any dispute, controversy, issue or other matter relating to the development consent or the carrying out of development to which the bank guarantee relates.

A certifying authority must not issue a Construction Certificate, Subdivision Certificate or Occupation Certificate unless the certifying authority has verified that the obligations of the deferred development contributions has been satisfied.

### 2.7 Exemption from Water and Sewerage headworks charges - Not exceeding \$2,500

Council will allow an exemption from the payment of water and sewerage headworks charges for development involving a change of use or extension of an existing premises, where the combined total of the water and sewerage headworks charges do not exceed \$2,500, in all land use zones, including home businesses in residential zones (not being development for residential accommodation or tourist and visitor accommodation). The \$2,500 exemption amount will be indexed annually in line with the Consumer Price Index (Sydney All Groups).

## 3. RESPONSIBILITIES AND AUTHORITIES

### 3.1 Roles and Responsibilities

Assessment of contribution rates will be carried out by the Development Assessment Planner assessing the Development Application and will be checked by Development Contributions Staff prior to issue of the development consent.

Recalculation and new ~~Notices of Payment – Developer Charges~~ NOP will be prepared by Development Contributions Staff.

### 3.2 Determination of Applications for Exemption

Applications for the exemption of the payment of contributions associated with section 7.11 or 7.12 or the water and sewer rates associated with the DSP, are as follows:

- The Director of ~~Corporate and Business Services~~ Community Planning and Environment has delegated authority to determine applications for exemption under this Policy, associated with section 7.11 or 7.12 contributions; and
- The Director of Community Utilities has delegated authority to determine application for exemption under this Policy, associated with water and sewer rates under the DSP.

### 3.3 Support and Advice

Council's Development Contributions Staff will provide support and advice on the implementation of the policy.

### 3.4 Review

~~The Group Manager, Environmental Services will review this Policy on an as needs basis and as part of Council's routine Policy review process.~~

It is intended that this Policy will be periodically updated. The updates may cover additional matters

to those covered in this Policy or provide more detailed information of guidance on specific matters covered in this Policy. Council will undertake a review of this Policy:

- within 12 months of any general election of Council; or
- at the discretion of the Chief Executive Officer; or
- when the Department of Planning, Housing and Infrastructure (or equivalent) initiates any changes to the relevant legislation or guidelines that affect the administration of development contributions to enable incorporation into this Policy.

### 3.5 Details of Approval and Revision

<b>Approval Date</b>	
<b>Responsible Group</b>	Strategy
<b>Policy Owner</b>	Director Community, Planning and Environment
<b>Superseded Policy Revision</b>	Adopted 31/05/2004
	Adopted 06/03/2006
	Adopted 18/12/2006
	Adopted 06/08/2007
	Adopted 20/04/2011
	Adopted 16/07/2014
	Adopted 19/11/2014
	Adopted 18/03/2015
	Adopted 20/05/2015
	Adopted 19/10/2016
<b>Next Review Date</b>	1 July 2029

## 4. REFERENCES

This policy clarifies the method of calculation and indexation of contributions to be applied in accordance with Council's ~~Development Contributions Plans-LICPs~~ prepared in accordance with the *Environmental Planning and Assessment Act 1979* and DSPs prepared in accordance with the *Water Management Act 2000*.

## 5. DEFINITIONS

**Bed & Breakfast Establishment** - ~~means a building used as a single dwelling and for providing holiday accommodation. Such holiday accommodation is to be limited to four bedrooms and is not to include self-contained accommodation an existing dwelling in which temporary or short-term accommodation is provided on a commercial basis by the permanent residents of the dwelling and where —~~

- (a) meals are provided for guests only, and
- (b) cooking facilities for the preparation of meals are not provided within guests' rooms, and
- (c) dormitory-style accommodation is not provided.

**Note** — See clause 5.4 for controls relating to the number of bedrooms for bed and breakfast accommodation.

**Bedroom** - means any enclosed habitable room that is capable of being used for sleeping purposes, including but not limited to any study, multi-purpose room or similar utility room. Note: Council may use discretion to determine whether a particular room is to be regarded as bedroom for the purposes of this definition by having regard to the nature of the design and/or layout of the room and its situation in the building.

**Commercial, Industrial or Other Development** - means any use listed in Schedule 2.

**Development** – ~~means:~~

- ~~the erection of a building on that land~~

- ~~• the carrying out of a work in, on, over or under that land~~
- ~~• the use of that land or of a building or work on that land~~
  - ~~• the subdivision of that land.~~

has the same meaning as Section 1.5 (1) of the EP&A Act.

**Equivalent Tenement** - means the demand or loading, a development will have on infrastructure as if it were an average residential dwelling or house.

**Residential Development** - means any use listed in Schedule 1, whether or not the use is intended for temporary, short term, long term, permanent, or tourist accommodation.

**Student Accommodation** - means ~~residential accommodation for students where:~~

- ~~• the development is for a minimum of 20 beds;~~
- ~~• the maximum floor area for each unit is 15m<sup>2</sup> excluding bathroom facilities;~~
- ~~• arrangements satisfactory to Council are in place to ensure that:~~
  - ~~i) The development is occupied by persons attending or enrolled at a local educational establishment (It is acknowledged that student accommodation would be sometimes used in association with other campus activities such as summer schools, conferences and training);~~
  - ~~ii) If the nature of the occupancy changes to another form of housing, the developer to pay the appropriate contribution rate at that time; and~~
  - ~~iii) Each room is to be single occupancy~~

co-living housing in accordance with State Environmental Planning Policy (Housing) 2021, Part 3.

## **~~6. PROCESS OWNER~~**

~~Director Community Planning and Environment~~

## **~~7. AMENDMENTS~~**

~~Amendments authorised by Council 31/5/2004, 06/03/2006, 18/12/2006, 06/08/2007, 20/04/2011, 16/07/2014, 19/11/2014, 18/03/2015, 20/05/2015, 19/10/2016~~



## SCHEDULE 1 - RESIDENTIAL DEVELOPMENT

Description	S947.11	Water	Sewer
<del>A house—single density (one lot with one dwelling entitlement) detached dwelling in Rural RU1 or RU2 zones (eg Managers Residence or Rural Worker's Dwelling), Lots &gt; 450 &amp; &lt; 2000m<sup>2</sup></del>	400	100	100
<del>A house—single density (one lot with one dwelling entitlement) detached dwelling in Rural RU1 or RU2 zones (eg Managers Residence or Rural Worker's Dwelling), Lots &gt; 2000m<sup>2</sup></del>	400	120	100
<del>Flats, units, town houses, villas, dual occupancies, integrated housing designed for lots less than 450m<sup>2</sup> etc. and permanent self-contained caravan park accommodation</del>			
<del>one (1) bedroom</del>	50	40	50
<del>two (2) bedrooms</del>	67	60	75
<del>three (3) bedrooms</del>	90	80	100
<del>four (4) or more bedrooms</del>	100	80	100
<del>High density (3 or more storeys)</del>			
<del>one (1) bedroom</del>	50	33	50
<del>two (2) bedroom</del>	67	50	75
<del>three (3) bedroom</del>	90	67	100
<del>four (4) or more bedrooms</del>	100	67	100
<del>Secondary Dwelling ("Granny Flat")—with a floor area up to and including 60m<sup>2</sup> (within external walls). Refer to Clause 2.5.</del>	Nil	Nil	Nil
<del>Boarding Houses, Guest Houses, Hostels, B&amp;Bs etc</del>			
<del>not self-contained, shared facilities for cooking, laundry and bathrooms per bedroom not dormitory or bunk rooms</del>	25	25	25
<del>partially self-contained, shared facilities for cooking &amp; laundry but own ensuite per bedroom not dormitory or bunk rooms</del>	35	35	35
<del>not self-contained, shared facilities for cooking, laundry and bathrooms per bed, dormitory or bunk rooms</del>	12.5	12.5	12.5
<del>partially self-contained, shared facilities for cooking &amp; laundry but own ensuite per bed, dormitory or bunk rooms</del>	17.5	17.5	17.5
<del>B&amp;Bs (up to and including four (4) bedrooms) are currently contributions exempt for a trial period</del>	Nil	Nil	Nil
<del>Student Accommodation—Per unit.</del>	17.5	17.5	17.5
<del>Motel unit</del>			
<del>partially self-contained (shared facilities for cooking &amp; laundry but own ensuite)</del>	25	30	45
<del>self-contained (ensuite and kitchen) equates to a 1 bedroom unit. For motel suites in excess of 1 bedroom, apply the percentages for high density units</del>	50	40	50
<del>Aged unit where the development is approved under SEPP (Housing for Seniors or People with a Disability (2004)) or the Applicant demonstrates to Council's satisfaction that the development will be occupied by older persons as defined in the SEPP and the maximum occupancy for any unit is 2 persons</del>			
<del>self-contained (ensuite &amp; kitchen) 1 bedroom</del>	40	33	50
<del>self-contained 2 bedrooms</del>	55	50	75
<del>self-contained 3 or more bedrooms</del>	75	67	100
<del>Nursing Home/Hostels</del>			
<del>High Dependency/Residential Care Facility (per bed)</del>	Nil	50	75
<del>Low Dependency/Hostel (per bed)</del>	35	30	45
<del>Caravan Parks and/or Camping Sites (applies only to new caravan parks and/or new sites within existing caravan parks/campgrounds)</del>			
<del>transient, not permanent (not self-contained)</del>	25	25	25
<del>transient, not permanent (partially self-contained)</del>	35	35	35
<del>permanent (not self-contained)</del>	25	25	25
<del>permanent (partially self-contained, ensuite)</del>	35	35	35
<del>permanent (self-contained, ensuite &amp; kitchen)</del>	See flats, units, townhouses etc		
<del>dormitory or bunk rooms—not self-contained, shared facilities for cooking, laundry and bathrooms per bed,</del>	12.5	12.5	12.5
<del>dormitory or bunk rooms partially self-contained, shared facilities for cooking &amp;</del>	17.5	17.5	17.5

laundry but own ensuite per bed,			
Description	s7.11	Water	Sewer
General Residential (Low Density)	(Per Lot Rates Below)		
Standard Residential Lots (Lots between 450m <sup>2</sup> to 2,000m <sup>2</sup> ) allowing: a) A single dwelling on land (one lot with one dwelling entitlement); or b) A detached dwelling in Rural RU1 or RU2 zones (eg Managers Residence or Rural Worker's Dwelling)	100	100	100
Large Residential Lots (Lots > 2,000m <sup>2</sup> ) allowing: a) A single dwelling on land (one lot with one dwelling entitlement); or b) A detached dwelling in Rural RU1 or RU2 zones (eg Managers Residence or Rural Worker's Dwelling)	100	120	100
Residential development (Lots < 450m <sup>2</sup> ) including: a) Flats, Units, Town Houses, Villas, Dual Occupancies; b) Integrated Housing designed for lots less than 450m <sup>2</sup> ; and c) Manufactured Home Estate Dwellings (MHE) d) Permanent self-contained Caravan Park accommodation	(Medium or High Density Rates apply)		
Secondary Dwelling ("Granny Flat") - with a floor area up to and including 60m <sup>2</sup> (within external walls). Refer to Clause 2.5.	Nil	(Medium Density Rates Apply)	
Multi-Residential - Medium Density (1 - 2 storey)	(Per Dwelling Rates Below)		
One bedroom	50	40	50
Two bedrooms	67	60	75
Three bedrooms	90	80	100
Four or more bedrooms	100	80	100
Multi-Residential - High Density (3 or more storeys)	(Per Dwelling Rates Below)		
One bedroom	50	33	50
Two bedroom	67	50	75
Three bedroom	90	67	100
Four or more bedrooms	100	67	100
Boarding Houses, Guest Houses, Hostels, B&Bs etc	(Per Bed Rates Below)		
Backpackers / Hostel - not self-contained, shared facilities for cooking, laundry and shared bathrooms, not dormitory or bunk rooms	25	15	23
Partially self-contained, shared facilities for cooking and laundry but own ensuite per bedroom, not dormitory or bunk rooms	35	33	50
Not self-contained, shared facilities for cooking, laundry and bathrooms per bedroom, dormitory or bunk rooms	12.5	33	50
Partially self-contained, shared facilities for cooking and laundry but own ensuite per bedroom, dormitory or bunk rooms	17.5	40	50
B&Bs (up to and including four bedrooms) are currently contributions exempt for a trial period	Nil	40	50
Student Accommodation	(Per Bedroom Rates Below)		
Dormitory or bunk rooms - not self-contained, shared facilities for cooking, laundry and bathrooms per unit	12.5	33	50
Dormitory or bunk rooms partially self-contained, shared facilities for cooking and laundry but own ensuite per bedroom	17.5	40	50
Hotel/Motel	(Per Room Rates Below)		
Partially self-contained (shared facilities for cooking & laundry but own ensuite)	25	30	45
Self-contained (ensuite and kitchen) Equates to a 1-bedroom unit. For motel suites in excess of 1 bedroom, apply the percentages for high density units	50	40	50
Aged-Care Units Where the development is approved under: a) The SEPP (Housing for Seniors or People with a Disability (2004)); or b) The Applicant demonstrates to Council's satisfaction that the development will be occupied by older persons as defined in the SEPP and the maximum occupancy for any unit is 2 persons	(Per Unit Rates Below)		
One bedroom - self-contained (ensuite & kitchen)	40	33	50
Two bedroom - self-contained	55	50	75
Three or more bedroom - self-contained 3 or more bedrooms	75	67	100

Description	s7.11	Water	Sewer
<b>Nursing Home/Hostels</b>	(Per Bed Rates Below)		
High Dependency / Residential Care Facility (per bed)	Nil	50	75
Low Dependency / Hostel (per bed)	35	30	45
<b>Caravan Parks and or Camping Sites</b> applies only to: a) New caravan parks; and b) New sites within existing caravan parks/campgrounds	(Per Site Rates Below)		
Transient, not permanent (not self-contained)	25	50	63
Transient, not permanent (partially self-contained)	35	50	63
Permanent (not self-contained)	25	33	50
Permanent (partially self-contained, ensuite)	35	60	75
Permanent (self-contained, ensuite & kitchen)	(Medium Density Rates Apply)		

**SCHEDULE 2 - NON-RESIDENTIAL DEVELOPMENT**

COMMERCIAL	Unit	Water-ET	Sewer-ET
Shops—Dry Trade	m <sup>2</sup>	0.0025	0.0025
Shops—Florists, Garden Supplies, Supermarkets	m <sup>2</sup>	0.0038	0.0038
Shops—Food & Assoc Hairdressers	m <sup>2</sup>	0.0050	0.0050
Restaurants, Cafes, Coffee Shops Etc	m <sup>2</sup>	0.0050	0.0050
Drive In Restaurants, Liquor Stores Etc	m <sup>2</sup>	0.0038	0.0025
Offices, Banks, Professional Rooms Etc	m <sup>2</sup>	0.0020	0.0020
Professional Consulting Rooms (Dentists, Doctors Etc)	m <sup>2</sup>	0.0038	0.0038
Car Sales—Showrooms Etc	m <sup>2</sup>	0.0025	0.0025
—Open Display Area	m <sup>2</sup>	0.0003	Nil
Service Stations—Workshop Etc	m <sup>2</sup>	0.0025	0.0025
—Driveway Etc	m <sup>2</sup>	0.0003	Nil
Car Wash	m <sup>2</sup>	0.0375	0.0375
Tyre Sales And Service	m <sup>2</sup>	0.0025	0.0025
Multi-Purpose Recreational Complex	m <sup>2</sup>	0.0010	0.0010
Squash Courts	m <sup>2</sup>	0.0010	0.0010
Ten Pin Bowling Alley (Service Area)	m <sup>2</sup>	0.0100	0.0100
Marinas, Boating Facility			
Showroom	m <sup>2</sup>	0.003	0.003
Display & Storage	m <sup>2</sup>	0.004	Nil
Ramps, Slips, Jetties	m <sup>2</sup>	0.019	Nil
Brothel	Room	0.425	0.425
Storage Premises—capped at 1-ET for water and 0.2-ET for sewer for premises not exceeding a floor area of 3,000m <sup>2</sup> . Storage Premises over 3000m <sup>2</sup> assessed on case by case	m <sup>2</sup>	0.00125	0.0025
<b>INDUSTRIAL</b>	<b>Unit</b>	<b>Water-ET</b>	<b>Sewer-ET</b>
Low Service Loading—Warehouses, timber mills, hardware supplies, furniture manufacture, transport terminals, joinery, plumbers supply, fuel depots, dry food processing, manufacturing and packaging	m <sup>2</sup>	0.00125	0.00025
Medium Service Loading—Steel fabrication, panel beaters, motor workshops, frozen foods, oyster processing	m <sup>2</sup>	0.00250	0.00050
Heavy Service Loading—Ready mixed concrete plant, concrete products, commercial nursery, market garden	m <sup>2</sup> Site	0.00250	0.00025
Very Heavy Service Loading—Laundries, dry cleaners, cordial factory, slaughter yards, wet food processing etc	m <sup>2</sup>	0.00375	0.00250
<b>OTHER</b>	<b>Unit</b>	<b>Water-ET</b>	<b>Sewer-ET</b>
Licensed Clubs			

<del>Social (RSL Etc)</del>		As For Hotels	
<del>Bowling Clubhouse</del>		As For Hotels	
<del>Bowling Greens</del>	Green	2.5000	Nil
<del>Golf Clubhouse</del>		As For Hotels	
<del>Golf Course</del>	Hole	0.5000	Nil
Churches		No Charge	
Church Halls, Theatres Etc	m <sup>2</sup>	0.0003	0.0005
Schools, Educational Establishments, Child Care	Pupil	0.0425	0.0425
Funeral Parlour		No Charge	
Hospitals	Bed	0.8500	0.8500
Hotels - Service Area (Including Bar, Lounge, Beer Garden, Toilets Etc)	m <sup>2</sup>	0.0400	0.0400

Description	Unit	Water ET	Sewer ET
<b>Retail</b>			
Retail Shops (Dry Trade)	m <sup>2</sup>	0.01	0.01
Florists, Garden Supplies, Supermarkets, Liquor Stores, etc.	m <sup>2</sup>	0.002	0.003
Hairdressers/Beauty Salon	Basin	0.5	0.79
Car Sales (Car Yard, Showrooms, Open Display Areas)	m <sup>2</sup>	0.002	0.002
Service Stations	Lane	0.60	0.90
Car Wash (auto or self-serve)	Bays or Lanes	5.70	9.03
Tyre Sales and Service	m <sup>2</sup>	0.01	0.01
Marinas, Boating Facility			
Showroom, Display & Storage	m <sup>2</sup>	0.002	0.002
Ramps, Slips, Jetties	Berth	0.60	0.90
Escort Agency	Room	0.40	0.50
Storage Premises	Office m <sup>2</sup>	0.004	0.006
<b>Commercial</b>			
Offices, Banks, Professional Rooms, etc.	m <sup>2</sup>	0.01	0.01
Professional Consulting Rooms (Dentists, Doctors, etc.)	Room	0.40	0.63
<b>Restaurants &amp; Entertainment</b>			
Restaurants, Cafes, Coffee Shops, etc.	m <sup>2</sup>	0.01	0.01
Take Away/Fast Food Restaurants, etc.	m <sup>2</sup>	0.03	0.048
Hotels - Service Area (Including Bar, Lounge, Beer Garden, Toilets Etc)	m <sup>2</sup>	0.03	0.048
Licensed Clubs (RSL, etc.)	m <sup>2</sup>	0.03	0.048
Golf Facility			
Clubhouse	m <sup>2</sup>	0.03	0.048
Course	Hole	0.5000	Nil
Bowling Green Facility			
Clubhouse	m <sup>2</sup>	0.03	0.048
Greens	Green	2.5000	Nil
Ten Pin Bowling Alley			
Restaurant	m <sup>2</sup>	0.03	0.048
Bowling Lanes	Lane	0.35	0.55
Squash Courts	m <sup>2</sup>	0.0010	0.0010
Multi-Purpose Recreational Complex	m <sup>2</sup>	0.0010	0.0010
<b>Educational</b>			
Child Care Centre / Pre-school	Persons	0.06	0.10

Description	Unit	Water ET	Sewer ET
Schools (Primary and Secondary)	Persons	0.03	0.05
College, University (Tertiary)	Persons	0.015	0.024
<b>Institutional</b>			
Hospitals	Bed	0.90	1.43
Churches / Place of Worship (food service areas only)	m <sup>2</sup>	0.03	0.048
Community Centre / Church Halls, etc. (food service areas only)	m <sup>2</sup>	0.03	0.048
Funeral Parlour (food service areas only)	m <sup>2</sup>	0.03	0.048
<b>Industrial</b>			
<i>Low Service Loading -</i> Warehouses, Timber Mills, Hardware Supplies, Furniture Manufacture, Transport Terminals, Joinery, Plumbers Supply, Fuel Depots, Dry Food Processing, Manufacturing and Packaging	Site m <sup>2</sup>	0.00215	0.00215
<i>Medium Service Loading -</i> Steel Fabrication, Panel Beaters, Motor Workshops, Frozen Foods, Oyster Processing	Site m <sup>2</sup>	0.00429	0.00429
<i>Heavy Service Loading -</i> Ready Mixed Concrete Plant, Concrete Products, Commercial Nursery, Market Garden	Site m <sup>2</sup>	0.00714	0.00714
<i>Very Heavy Service Loading -</i> Laundries, Dry Cleaners, Cordial Factory, Slaughter Yards, Wet Food Processing Etc	Site m <sup>2</sup>	0.00714	0.00714





# Port Macquarie Hastings Council

## Wastewater Services Policy



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# 1. SECTION 1 - Preliminary Information

## 1.1 About this Document



## 1.1 About this Document

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### 1.1.1. Introduction

---

This document is to provide information relating to the provision of wastewater (sewerage) services across Port Macquarie-Hastings. The policy provides general information and does not take precedent over AUS-SPEC design and construction specifications, AUS-SPEC standard drawings or development conditions, or any other superior legislation or regulation.

Please note that the terms sewer and wastewater are often used interchangeably, and PMHC is currently transitioning to using the term wastewater for all services relating to this.

### 1.1.2. Policy Statement and Scope

---

In 2021 Port Macquarie-Hastings Council's (PMHC) adopted vision is to create the most liveable, sustainable and innovative place in Australia. This Policy was created in line with this vision.

All PMHC's policies are required to comply with the requirements of relevant Acts and Regulations and also to be consistent with the principles of ecologically sustainable development.

Where a local policy is inconsistent with the Local Government Act 1993 or the Regulations, then to the extent to which it is inconsistent, it is void. In addition, a local policy cannot be more onerous than the Local Government Act 1993 or the Regulations.

PMHC has a demonstrated commitment to providing wastewater services to the community that are fit for purpose and minimise any negative impacts on the environment and community. This Policy details the processes and responsibilities of Council and residents relating to wastewater services and management.

This policy applies to all PMHC employees and contractors, to any person or organisation acting for or representing PMHC, to any residents, companies, industries and properties utilizing wastewater services within the LGA.

### 1.1.3. Responsibilities and Authorities

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The Group Manager Community Utilities - Planning and Design is responsible and accountable for:

- Implementing and communicating this policy
- Monitoring compliance of this policy
- Ensuring this policy is reviewed and updated to meet external compliance.

The Wastewater Services Policy is applicable to all persons and properties with the Local Government Area who use or access the wastewater network and/or services.

### 1.1.4. References

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The Wastewater Services Policy is a local policy made under the *Local Government Act 1993* (Chapter 7, part 3).

PMHC provides wastewater services appropriate to the current and future needs of local communities in accordance with the relevant Acts, Regulations and standards. Some of the relevant Acts, Regulations and standards are listed below:

- Local Government Act 1993
- Local Government (General) Regulation 2021
- Protection of the Environment Operations Act 1997
- Protection of the Environment Operations (General) Regulation 2022
- Australian Standard AS/NZS 3500:2021: Plumbing and Drainage
- Australian Guidelines for Water Recycling: Managing Health and Environmental Risks 2006





- Plumbing Code of Australia
- State Environmental Planning Policies
- North Coast Regional Environmental Plan
- Environmental Planning and Assessment Regulation 2021
- Port Macquarie-Hastings Local Environmental Plan 2011
- Port Macquarie-Hastings Council Operational Plan
- Port Macquarie-Hastings Council Development Servicing Plan 2014
- Water Management Act 2000

Refer to PMHC's website for more information.

#### 1.1.5. Glossary of Terms and Definitions

---

AS	Australian Standard
AUS-SPEC	Planning, design, and construction standards for design and engineering works associated with sewerage networks
Augmentation	Works to increase capacity of a treatment plant
Blackwater	Wastewater from bathrooms, toilets and kitchens that contain faecal matter, urine, grease and pathogens
CSO	Community Service Obligation
DCCEEW	Department of Climate Change, Energy, the Environment and Water (formerly DPE - the Department of Planning and Environment)
DCP	Development Control Plan
DPWS	Department of Public Works and Services
DSP	Development Servicing Plan
EPA	Environment Protection Authority
EPL	Environment Protection Licence
IO	Inspection Opening - an opening into the wastewater lines on a property sealed with a cap. The cap can be unscrewed to allow for inspection of the surrounding wastewater lines (also known as a VIS)
Gravity system	Part of the network where wastewater travels through pipes as a result of gravity
Greywater	Wastewater from washing machines, showers, baths and basins
kL	kilolitre (1,000 litres)
kPa	kilopascals
LEP	Local Environmental Plan
Liquid Trade Waste	All liquid waste other than sewage of a domestic nature
LGA	Local Government Area
LOA	Letter of Acceptance
Manhole	A covered opening that can be accessed to reach and inspect underground pipe networks
mg/L	Milligrams per litre
ML	Megalitre (1 million litres)
Network	A large system of connected wastewater infrastructure and pipes
NOR	Notice of Requirements



NSW	New South Wales
ORG	Overflow Relief Gully - grated outlet located in the ground outside a property, designed to release sewage if a blockage or overflow occurs in the wastewater network
OSM	Onsite Sewage Management - a system to manage the sewage or septic of a property onsite, may include a septic tank or similar
Overflow	Occurs when sewage system is overloaded beyond its design capacity, and sewage flows out of the infrastructure or system
PPP	Plan, Pot-Hole and Protect
PCA	Plumbing Code of Australia
PE	Polyethylene
PMHC	Port Macquarie-Hastings Council
REP	Regional Environmental Plan
Reticulation	A structure of pipes
Rising main	Pipes in the network through which wastewater is pumped under pressure
RV	Recreational vehicle - motor vehicle or trailer that used as a means of travel and accommodation
SCADA	Supervisory Control and Data Acquisition
SDF	Sewer Discharge Factor
SEPP	State Environmental Planning Policy
Sewage	See wastewater definition
Sewerage	The system/network used to carry sewage away from properties and related infrastructure (can be referred to as sewer)
SPS	Sewage Pump Station - collects sewage from gravity systems and pumps it under pressure to the Treatment Plant or next Pump Station
STP	Sewerage Treatment Plant - plant that removes contaminants from sewage to produce an effluent that can be appropriately discharged (to the environment, or for further treatment)
Surcharge	Occurs when sewage system is overloaded, and sewage rises above the planned levels, but is contained within the network or infrastructure
VIS	Vertical Inspection Shaft (see IO definition)
Wastewater	Used water and waste substances that are produced by human bodies, that is carried away through special pipes (also known as sewage)

#### 1.1.6. Process Owner

The Group Manager Community Utilities - Planning and Design is the policy owner and can be contacted for any information in relation to this policy.

#### 1.1.7. Amendments

This is a new Policy, so no amendments have been made.

This policy document will be reviewed regularly as required to ensure that it is up to date with current legislation, Council policies and strategies, and community expectations.



## 2. SECTION 2 - Services Provided

- 2.1 Wastewater Services
- 2.2 Pressure Sewer Installations
- 2.3 Factors Affecting Wastewater Services and Infrastructure
- 2.4 Levels of Service
- 2.5 Greywater Re-use
- 2.6 Recycled Water

## 2.1 Wastewater Services

### 2.1.1. Introduction

PMHC operates and maintains wastewater schemes at Port Macquarie (including North Shore), Wauchope (including Beechwood), Camden Haven, Lake Cathie/Bonny Hills, Kew/Kendall (including Herons Creek), Telegraph Point, Comboyne and Long Flat. Wastewater drains from properties to one of Council's pumping stations and is transported from here to a Wastewater treatment plant.

These are comprised of two main scheme types:

- gravity; and
- pressure sewer systems.

### 2.1.2. Delineation of Responsibility

For properties serviced by a wastewater main located outside of the property, the limit of responsibility is the property boundary.

For properties serviced by a wastewater main located within the property being serviced, Council is responsible for and maintains the wastewater main and 45° junction, with all other fittings the responsibility of the landowner. Detailed AUS-SPEC drawings can be found on Council's website.

A simplified diagram is shown below.

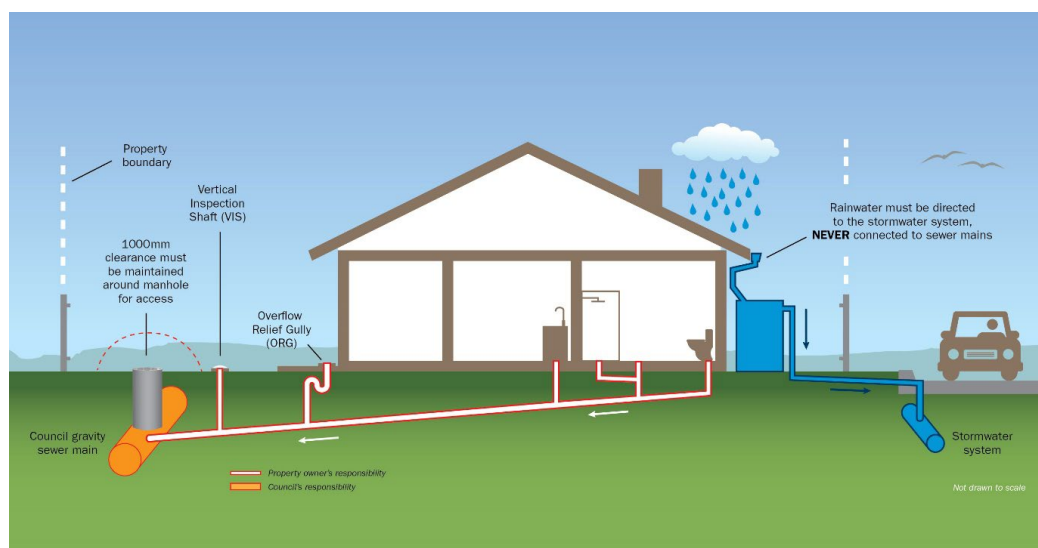


Image 1: Diagram showing Ownership and Responsibility - Wastewater Main in Private Property

Responsibilities of Council include:

- Providing wastewater services that cater for the current and future population and areas (via the addition of new infrastructure and upgrades of existing)
- Ensuring that the impact on our environment and community is minimised
- Maintaining a functional and operational wastewater network
- Operation of Wastewater Treatment Plants and systems in accordance with regulatory requirements and their Environment Protection Licence (EPL) as regulated by the EPA (where applicable)



- Ensuring effective incident and emergency response plans are in place, reviewed and executed as required
- Undertaking accurate, timely, and meaningful monitoring and reporting to supply timely and relevant information to our customers and regulators that supports confidence in our provision of wastewater services and treatment
- Responding to customers' concerns in a timely manner
- Engaging in the development of industry regulation and guidelines, and undertake targeted research and development
- Using a risk-based approach to ensure that all potential risks to treatment outcomes and network effectiveness are identified and effective measures are taken to minimise any threat to public health or the environment
- Using asset information and reporting to assess the capacity and suitability of the network, assets and processes to ensure compliance and confidence in the wastewater services provided
- Providing wastewater drainage to those properties connected to Council's networks
- Clearing blockages in a timely fashion to limit impact on the local community and properties

Responsibilities of the property owner/inhabitant include:

- Ensuring that all wastewater infrastructure is accessible to Council personnel at all times - this includes manholes and visual inspection ports. Details of requirements for safe access and maintenance is outlined on PMHC's website
- Ensuring that any wastewater infrastructure located on the property is kept functional and in good condition
- Understanding the location of pipes and other wastewater infrastructure within your property to minimise potential damage now and in the future (e.g. planting of trees in the vicinity of mains can lead to root ingress and damage in the future). Council's online mapping service can be used for an estimated location of Council's Infrastructure
- Not building over Council's trunk mains or property junctions
- Not building over or within the zone of influence of any wastewater infrastructure without Water Authority approval
- Notifying Council of any issues relating to the wastewater network
- Complying with all related legislation, standards and specifications - this includes ensuring all works relating to wastewater are done so by an appropriately licensed tradesperson with the relevant approvals completed
- Ensuring that only appropriate materials are disposed of into the wastewater system

Infrastructure which may be present on private or residential properties includes manholes, ORGs (overflow relief gullies), VIS/IOs (Visual Inspection Shafts or Inspection Openings) and pressure sewer units (where applicable). Further information on these, including required responsible actions and standard drawings, is available on Council's website. Where a wastewater manhole exists within a property, access to the manhole shall be made available at all times. The wastewater manhole must not be buried, damaged or act as a stormwater collection pit.

Where unapproved structures or assets have been placed or built over Council assets, these may be removed or dismantled by Council if required to facilitate urgent and / or unimpeded access to assets for operation, maintenance or replacement activities to be carried out.

Note that the maintenance of network manholes on private property is the responsibility of Council, and the access to and lifting of manhole lids is not allowed except by relevant Council staff or those who have been delegated authority by PMHC.

Any alterations to the finished surface level requiring the raising or lowering of the manhole will require a Water Supply Authority Approval. Works are to be carried out by an accredited Civil Contractor, at the developer's expense.





If undertaking any work on or adjacent to private property, PMHC will leave the affected area and immediate surrounds as near as possible to the state which it existed prior to the works being undertaken, unless PMHC has agreed to a different arrangement prior to completing works. Where concrete footpaths or driveways need to be removed or cut into to provide access to Council infrastructure, efforts will be made to minimise the impacted area. Removed areas will be replaced by standard grey concrete with a trowel or broom finish or a contribution of equivalent value can be made to the property owner towards a finish of their choosing.

In relation to Council's wastewater network, the following actions are prohibited:

- accessing, modifying or damaging any of Council's wastewater infrastructure, including manholes (unless by Council staff or those delegated by Council),
- conducting any work relating to the wastewater network without relevant Section 68 and / or appropriate Water Authority approval,
- discharge of Liquid Trade Waste to the wastewater network without appropriate pre-treatment and disposal in any location other than the approved discharge point,
- installation of insinkers, and
- prohibited substances being discharged into the network.

#### 2.1.3. Wastewater vs. stormwater

These services are independent drainage networks across the Local Government Area. Stormwater and wastewater systems operate differently and separately, and under no circumstances are cross connections between the two allowed.

The infrastructure used in the systems is very similar, so it is important to understand the differences between the infrastructure for each of these services on your property to ensure each stream is appropriately directed and treated.

Stormwater can enter natural waterways without first undergoing any treatment processes, so any sewage or wastewater which enter the stormwater system can pollute our natural waterways. Stormwater directed to sewers is taken to the treatment plant through the wastewater network. During rainfall events this overloads the wastewater system with excessive flows. This can lead to surcharges and overflows, where the infrastructure is not large enough to transport the increased volumes of sewage and stormwater. Similarly, this can overload treatment plants which can also lead to overflows and insufficient treatment at the plant.

It is illegal to direct stormwater to wastewater, and if these connections are found Council will direct the property owner to rectify this.

#### 2.1.4. Supply of Wastewater Services

PMHC will supply a customer with wastewater services to meet customer expectations and our regulatory obligations except:

- during flooding events where low-lying land is inundated,
- during extended periods of power supply interruption, or
- in the case of events beyond PMHC's reasonable control.

#### 2.1.5. Hours of Operation

Council monitors the wastewater network continuously. For issues relating to wastewater matter within business hours contact PMHC on 6581 8111.

For **out-of-hours** wastewater related matters (e.g. blockages), contact PMHC on 6583 2225.

#### 2.1.6. Clearing of Chokes/blockages

Under the circumstances where sewage may overflow into private property, the most likely cause is a blockage.



Where a Council wastewater line is found to be choked or blocked, it is Council's responsibility to clear the blockage.

If the blockage is within the house service line, it is the owner's responsibility to clear the blockage.

Where works are completed by the resident to clear an issue or undertake any repairs which appear to be in an area of Council responsibility, invoices can be submitted to Council for consideration of reimbursement. Prior to commencing any works, it is important to contact Council where possible to confirm responsibility for undertaking the works.

Approval for reimbursement is at the discretion of Council, considering the nature, location and urgency of works completed.

#### 2.1.7. Overflows

Where a resident is aware of an overflow of any wastewater infrastructure, Council should be contacted immediately. Council is required to respond immediately to overflows to minimise the overflow volumes and clean up the site to minimise any impact on public health or the environment. If an overflow occurs, contact PMHC using the numbers listed above for within or outside of business hours.

#### 2.1.8. RV Dump Points

RV Dump Points are sites especially designed for Recreational Vehicles (RV's) to dispose of their waste, including Grey and Black Water, and Sewage in an environmentally safe way. There are a number of designated RV dump points in the LGA. Contact PMHC during office hours for details. Note that it is an offence to use these for anything other than their intended purpose, that is the disposal of appropriate waste (grey and black water) from these vehicle types.

#### 2.1.9. Domestic Swimming Pool Discharges

Domestic swimming pool overflow and discharge must be plumbed into the wastewater network by a designated sanitary drainage fixture trap and air gap method of connection. The discharge pipe (sized maximum 50mm) shall not discharge at a flow rate greater than one litre per second. The discharge of swimming pool backwash water shall not be carried out during rain periods.

#### 2.1.10. Private Works

Any works conducted on private property will need a Section 68 Approval by Council if it will be connecting into the Council wastewater network. Under some circumstances Council can be engaged to undertake certain private works on the behalf of a customer and at no cost to Council - these works still require the relevant approvals.

#### 2.1.11. What can enter the wastewater system?

There are limitations on what can be transported through the Council network and processed within the treatment plants. What is safe to flush is known as the three P's - poo, pee and (toilet) paper. Cleaning and shower products are also safe. The pipes within a private property and Council's network are only designed to transport these items. Objects such as cotton buds, wet wipes, paper towel, tissues, sanitary products and toys make their way into the wastewater system and can cause serious blockages. This can force the waste back up pipes and flood into gardens or yards and can make its way into the environment and the natural waterways.

While new Standard AS5238 for Flushable Products aims to ensure that any product marked as flushable in Australia is actually safe to flush, there are many items that were previously identified/labelled as flushable, but their inability to dissolve and break down means they are not safe to be flushed down toilets or disposed of into the wastewater system. Even if items are marked flushable, unless specified to the new standard it is recommended that toilet paper and human waste be the only things to enter the wastewater network.



Products that should not be poured down the drain or flushed down the toilet and into the wastewater system include:

- Hygiene products such as cotton buds, wet wipes, nappies, condoms and sanitary products
- Domestically used products including paper towels, cosmetic wipes, dental floss, contact lenses, cigarette butts, cat litter and tissues.
- Medications and pharmaceuticals
- FOG (fats, oils and greases)
- Chemicals (other than soaps and normal domestic cleaning chemicals) including paints, motor oils, lubricants, grease, anti-freeze, brake fluid, solvents, pool chemicals, weed killers, insecticides, fungicides, and other gardening chemicals.

All the items mentioned above (along with anything not mentioned that is not human waste or toilet paper) are not permitted to enter the wastewater network. These products can build up in and block pipes, damage pumps, cause odours and damage infrastructure. If they get into the Wastewater Treatment Plants, they can impact the performance of the plant - if toxic they can kill the biological process and result in pollution of the environment. Some products may not be able to be removed or treated through conventional treatment processes and may pass through the treatment plant, ending up in the environment. These can then have an ongoing impact on the natural environment, waterways and marine life.

All these products should be managed through domestic waste disposal. Depending on the material this may be via kerbside collection or taken to waste transfer stations, or stored until a Chemical CleanOut event is run for disposal of hazardous waste.

If you have any queries or concerns regarding what you may need to dispose of and its suitability for discharge to the wastewater network or disposal to domestic waste, please contact Council.

#### 2.1.12. Requirements for Trade Waste Agreements

Where a property is creating and/or disposing of liquid trade waste, a Trade Waste Agreement is required. Trade waste is not permitted to be directed into the wastewater network as it can create blockages, damage assets and equipment, and impair treatment processes.

Liquid trade waste is defined in Council's Liquid Trade Waste Policy as below:

*Liquid trade waste means all liquid waste other than sewage of a domestic nature.*

Liquid trade waste discharges to the wastewater system include liquid wastes from:

- industrial premises
- business/commercial premises (such as beautician, florist, hairdresser, hotel, motel, restaurant, butcher, supermarket, etc.)
- community/public premises (including clubs, schools, colleges, universities, hospitals and nursing homes)
- any commercial activities carried out at a residential premises
- saleyards, racecourses, stables and kennels that are not associated with domestic households
- tankered human waste, ship-to-shore waste from marina pump-out facilities, portable toilet waste and established sites for the discharge of pan contents from mobile homes/caravans
- any other waste tankered to the wastewater facilities, such as commercial or industrial waste from areas that do not have wastewater connections.

Liquid trade waste does not include:

- toilet, hand wash basin (used for personal hygiene only), shower and bath wastes derived from all the premises and activities mentioned above



- wastewater from residential toilets, kitchens, bathrooms or laundries (i.e. domestic sewage)
- wastewater from common laundry facilities in caravan parks (discharges from common kitchen facilities in caravan parks are liquid trade waste)
- residential pool backwash.

If you are unsure as to the classification of your waste, please contact Council. Further information on trade waste and approvals can be found in Council's Liquid Trade Waste Policy or on the website.

#### 2.1.13. Onsite Sewage Management Systems

Onsite sewage management (OSM) systems include septic systems, composting toilets and aerated systems. There are special approvals and regulations which apply to these systems, and the property owner is responsible for ensuring that the system is Council approved and working properly. Improper or poor performing systems can pose health risks to the community and may cause harm to the environment.

If you require more information regarding OSM systems, please contact Environmental and Regulatory Services department at Council.

#### 2.1.14. Disconnection

Disconnection of properties from PMHC wastewater network will be at the discretion of Council and will require reasoning and justification, as Council has an obligation to ensure protection of the Environment, including the appropriate disposal of effluent from properties.

Where disconnection is approved, the wastewater junction shall be capped off with an approved fitting and Council notified to carry out an inspection prior to backfilling of this work.

Under the *Local Government Act 1993* properties within 75m of a Council wastewater main may be required to pay annual wastewater access charges, regardless of connection status to the network.

## **2.2 Pressure Sewer Installations**

### 2.2.1. What is Pressure Sewer?

A pressure sewer system (PSS) is a network of sealed pipes and small, below-ground pump stations at some connected properties. The pump stations collect household sewage and pump it to the sewer main.

Pressure sewer systems consists of a below-ground collection chamber and pump unit which stores, grinds and pumps sewage under pressure into Council's wastewater system. These are utilised in areas where gravity sewer mains are not feasible due to geographical location, distance and/or topography of the land.

These systems are owned and maintained by PMHC, with responsibilities for appropriate use on the property owner. They consist of a pressure unit installed within the property which pumps to a boundary pit and then into the Council main.

### 2.2.2. Locations

Pressure sewer installations are already in place in the LGA, through properties in the North Shore, Beechwood, Herons Creek, Comboyne, Telegraph Point and Long Flat. The determination was made by Council to create small sewer schemes in these villages to eliminate some of the key



issues being experienced due to onsite sewer management systems in the area. In particular, the environmental risks of overflow from properties close to water bodies, and those with close neighbours who were impacted by odours and/or overflow if onsite systems were not appropriately maintained.

Within these townships, there is limited capacity for additional properties to connect to the scheme. Some properties already have boundary kits installed ready for the system to be installed on the property and complete connection to the sewer network. To complete this work will require the engagement of a licenced plumber and the property owner will need to obtain the appropriate approvals from Council (at a minimum this will require Water Authority Approval and approval under section 68 of the *Local Government Act, 1993*).

Properties transitioning from currently operating and maintaining an onsite sewage management system will need to appropriately decommission this system.

#### **2.2.2.1. Requirement to connect**

If a property has been identified in the Village sewer scheme as eligible for pressure sewer then it will be required to connect.

In the instance that a property has been directed to connect but this has not yet occurred, dual sewer rates will be applicable for the property - those for onsite sewer management, and those for pressure sewer available at the property. The property is also responsible for ongoing maintenance of the onsite system until such time as it is decommissioned. Once this has occurred and the pressure system is approved and installed, only pressure sewer rates will be applicable for the property.

For any queries relating to connection status or eligibility of your property, please contact the Community Utilities Planning and Design team.

#### **2.2.3. Responsibilities**

- Council:

Council is responsible for the ongoing maintenance and operation of the pressure units. This responsibility is waived if the user does not comply with the user agreements and proper use of the units (e.g. flushing of inappropriate items down the toilet).

- Property owner:

The owner of the property is responsible for ensuring the unit is properly used and operated. They are also responsible for the electrical supply to the unit, which is required for operation, and the internal pipe network up to the junction connecting into the pressure system.

#### **2.2.3.1. User Agreements**

Owners of properties with Council pressure sewer units are required to sign and return a User Agreement to Council.

#### **2.2.3.2. Information**

When the village schemes were implemented, an information brochure was provided to each eligible household. These are still available from Council on request.

Information can also be found on Council's [website](#) under 'Pressure sewer systems', including a digital download of this brochure and FAQs regarding the pressure sewer schemes. This includes information on how to manage during a power outage.

The WSA 07-2007 Pressure Sewerage Code of Australia covers the planning, design, products and materials of reticulation networks, on-property design, collection/grinder pump units and service





connection pipework, as well as air management in pressure sewer systems. Construction, testing and commissioning are also addressed, with relevant Standard Drawings included.

#### 2.2.4. Additional Connections

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The village sewer schemes all have individual sewage treatment plants which take and process all the incoming effluent from the pressure units connected to the network. These treatment plants have been sized based on the number of sites/properties that will be eligible to connect based on the sewer main locations. There may be limited capacity available for additional properties in some of the plants. If your property was not initially included in any of the village schemes but you would like to enquire about connecting to Council sewer infrastructure, please contact Council.

## 2.3 Factors Affecting Wastewater Services and Infrastructure

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### 2.3.1. Connections to Wastewater

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Connections to wastewater are either:

- **conventional gravity wastewater connection with junction:** the most common type of connection. Gravity wastewater pipes are laid at grade and 'fall' to a pumping station, from there it is pumped to the wastewater treatment plant. Each property connects to a designated wastewater junction to service the individual property.
- **pressure sewer:** in some areas, pressure sewer installations are preferred, for example the North Shore. In these cases, each property is serviced by an individual pump-out unit, not unlike a small pump station.

Each of these connections link into the Council infrastructure and are transported to the Treatment Plant via a series of pipes and pump stations. The annual charge for pressure sewer installations is less than that for conventional (gravity) systems, to allow for the energy costs to operate the pump-out unit that is wired into the consumer switchboard. For properties connected to pressure sewer, a standard agreement is required to be signed by the property owner.

The annual wastewater charge is reviewed each year through PMHC's *Fees and Charges* and the *Operational Plan*.

### 2.3.2. Licenses and Regulations

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The actions relating to wastewater treatment plants and the wastewater network are directed and controlled by various licenses held by PMHC for treatment, transportation and release, as per the EPA. These are unique to each plant, station or pump, dependent on the specifications and purpose of the equipment.

## 2.4 Levels of Service

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Levels of service (LOS) refers to those measures of wastewater system performance that directly relate to customers. The LOS is the primary driving force for the wastewater schemes, and achieving the target LOS is Council's primary objective. These are listed in Table 1 below and are the targets that Council aims to meet and as such they are not considered a formal customer contract.



Council work to provide the community with a fit for service network. There will be some circumstances under which the service cannot be guaranteed (such as during flood events), but in these scenarios Council will do its best to restore service at the earliest possible time, and where appropriate provide support to those impacted.

Table 1: Target Levels of Service

Service Criteria	Service Target
<b>1. Overflow of Sewage to the Environment</b>  1.1 Major overflow (pumping station & rising main) 1.2 Minor overflow (reticulation)	1.1 No more than 5 per year  1.2 No more than 30 per 100km main per year
<b>2. Response Time to Systems Failures</b>	1 hour (2 hours outside working hours)
<b>3. Minor problem / general enquiry</b>  3.1 Oral  3.2 Written	3.1 Within 2 working days  3.2 Within 3 weeks
<b>4. Environmental impact</b>	Meet EPA licence conditions for all sewage treatment plants.
<b>5. Manhole inspections</b>	Complete 10% of network per year
<b>6. Water Authority approvals</b>	Within 60 days of lodgement

## 2.5 Greywater Re-use

'Greywater' means wastewater from washing machines, laundry tubs, showers, hand basins and baths, but does not include wastewater from a kitchen, toilet, urinal or bidet. This does not include treated effluent or recycled water provided by Council. Reuse of greywater is encouraged to conserve water and limit demand on the water supply system, but if a formal system is to be used/installed there are other aspects requiring consideration.

### 2.5.1. PMHC Approval

If customers wish to install and operate a system for diverting greywater generated on their residential premises, then the prior approval of PMHC is required, unless the conditions given below are met.

In accordance with the *Local Government (General) Regulation 2021*, domestic greywater diversion may be carried out without the prior approval of PMHC if:

- it is carried out in accordance with the *Plumbing Code of Australia*, and
- a sewage management facility is not installed on the premises concerned, and
- the following performance standards are achieved:
  - the prevention of the spread of disease by micro-organisms
  - the prevention of the spread of foul odours



- the prevention of contamination of water
- the prevention of degradation of soil and vegetation
- the discouragement of insects and vermin
- ensuring that persons do not come into contact with untreated sewage or effluent (whether treated or not) in their ordinary activities on the premises concerned, and
- the minimisation of any adverse impacts on the amenity of the premises concerned and surrounding lands.

#### 2.5.2. Owner's Responsibility

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If a greywater system is installed, the property owner is responsible for the impacts of using greywater on their premises. It is the owner's responsibility to meet the performance standards for greywater reuse including that any adverse impacts on the amenity of the property and the surrounding lands are minimised.

## **2.6 Recycled Water**

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Treated effluent from two of Council's sewage treatment plants is further treated to provide high quality recycled water to the networks in Port Macquarie and Lake Cathie.

Recycled water information can be found on Council's website. Further information and requirements are set out in the Recycled Water Services Policy.



## 3. SECTION 3 - New Developments

### 3.1 New Developments



## 3.1 New Developments

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### 3.1.1. Internal Plumbing Works

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A Section 68 application will need to be completed if you intend to perform the following works in relation to wastewater:

- Internal sewer works within the development lot
- Onsite sewer system
- Installing a swimming pool (for management of filter discharge and backwash)

### 3.1.2. Water Supply Authority Approval for works

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Under the Local Government Act 1993, Section 64, PMHC has certain approvals to act as a Water Supply Authority under the Water Management Act 2000 in relation to development works. Where any development or engineering works are to be undertaken, the Owner or Developer is responsible for ensuring that Council's water and wastewater assets are considered. If your development has potential to affect Council assets, you will be required to make a Water Supply Authority Approval application to ensure that the development has adequate water and wastewater services and existing assets in the development area have been adequately considered.

An application can be made online for a S306 Notice of Requirements (S306 NoR), this is the initial application prior to construction. A S306 NoR is a list of requirements that are to be met in relation to water and sewer.

Your S306 NoR may require you to obtain a Letter of Acceptance (LoA) for your Construction Plans, this is required prior to construction works beginning. This application is to obtain a LoA and a stamped set of plans that are acceptable for water and sewer purposes.

The final approval in the process is an Application for Section 307 Certificate of Compliance Post Construction. This application is required when you have satisfied the Section 306 Notice of Requirements conditions to adequately service the new subdivision or development with water and sewer.

### 3.1.3. Wastewater Services Installation

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Approval to install a new wastewater service is to be obtained via a Water Supply Authority Approval prior to installation. Installation of any new wastewater services are to be completed by a relevantly insured Civil Contractor, under supervision from Council's Development Supervisors. Upon completion of works prior to allowing the junction to be of use, the conditions of your S306 NoR are to be met. The following will need to be met at minimum. WAX diagram in DWG format provided of works completed, CCTV inspection in line with AUS-SPEC requirements and AUS-SPEC Certification of works.

### 3.1.4. Properties Connecting not previously rated for Wastewater services

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For those properties that have not been charged for wastewater services historically and to which a wastewater service can be provided, when an application is made to connect to wastewater a connection fee will be levied. This charge will be the equivalent to the headworks contribution applicable at the time of application, less any amount previously paid in wastewater access charges, plus the quoted cost of the installation.

### 3.1.5. Community Title, Strata and Multi-residential Developments

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Strata and Community Title developments will generally have a single wastewater connection to Council's network, with further internal reticulation network which remains responsibility of the strata or development management committee. Request for any additional wastewater





connections should be made to Council's Design and Development Team for assessment as part of an application for Letter of Acceptance which will be assessed on a case-by-case basis.

#### 3.1.6. Torrens Title Developments

Each Torrens Title lot will require an individual wastewater connection to Council's network in line with Council conditions and AUS-SPEC requirements. Should a new junction be required, where possible the junction arm is to be installed on the proposed development block which it will be servicing.

#### 3.1.7. Non-Connection to PMHC's Wastewater Services System

Any properties which will produce sewage but won't be connecting to Council's wastewater network will need to show alternate arrangements compliant with all relevant legislation and standards. Onsite Sewage Management Systems are managed by Council and sites must comply with set conditions to be eligible for such a system. Further information on these can be found on Council's website under Plan & Build / Other requirements / On-site sewage approvals.

#### 3.1.8. Designated Private Wastewater Systems

Private wastewater systems are not Council responsibility, though there may be areas of Council involved in ensuring compliance with the relevant legislative requirements etc. There may exist some private wastewater/onsite sewage management systems within the LGA which do connect to the Council wastewater network. These systems may include private pumps and rising mains which connect into Council infrastructure at some point. There will be restrictions and limitations on the use of these, including what can enter the system, volume limitations, etc, as well as the need for them to lie only within private land boundaries, unless other approvals have been obtained.

No connections are to be made to Council infrastructure without prior approvals in place (this may involve various approval mechanisms).

#### 3.1.9. Easements

Any new 150mm diameter wastewater mains traversing residential land, proposed to be handed over to Council is required to be centrally located in a 2.5m easement in favour of PMHC. Council will permit construction of structures within this easement based on protection measures in line with AUS-SPEC requirements being implemented as part of the Water Supply Authority Approval.

For any larger mains, easement size and requirements shall be confirmed by Council's Community Utilities Section as part of the Water Supply Authority Approval.

A Registered Surveyor shall survey easements and certify the location of pipelines within the easement.

This does not apply to infrastructure which is located within a dedicated public road reserve or access way.

#### 3.1.10. Headworks and Distribution Charges

PMHC has prepared a Development Servicing Plan (DSP) in accordance with Section 64 of the Local Government Act 1993 which details the wastewater services headworks and distribution charges to be levied upon development areas utilising PMHC's wastewater services infrastructure.

The headworks and distribution charges cover the cost of providing the wastewater services capacity either within PMHC's existing wastewater services system or through future capital works.

Potential development areas not included in the current DSP will be subject to separate headworks and distribution charges based upon the actual cost of providing wastewater services.



### 3.1.11. Augmentation of Wastewater Services

Where a development is required by condition of development consent to augment wastewater services infrastructure the following conditions will apply:

- the design of the augmentation works required shall be based upon guidelines contained within Council's AUS-SPEC Design Specification,
- where the infrastructure is included in PMHC's Sewerage Development Services Plan, the work may be completed by the developer and offset against the contribution for that development. PMHC may elect to undertake the work, in which case, the full contribution is required,
- if it is determined that an upgrade wastewater network is required, the applicant is required to fund works capable of serving the proposed development as well as the existing wastewater line capacity,
- should PMHC request additional capacity then PMHC will contribute to the approved additional cost,
- where PMHC undertakes the work, the contribution required will be calculated by PMHC and paid by the developer prior to the work proceeding. Where the developer undertakes the work and an offset against contribution is required, the design and the value of the work shall be approved and agreed upon prior to the work commencing,
- failure by the developer and/or consultant to obtain prior written design approval and cost agreement from PMHC will result in a nil offset being applied to the work, and
- where PMHC has identified potential future demand for infrastructure over and above that required by the development in question, PMHC may elect to increase the size of the infrastructure and meet the additional cost over and above the contribution calculated.

### 3.1.12. Extensions and Additions to Existing Developments

Where existing developments are to be extended or added to, the suitability of existing network interacting with the extension will need to be confirmed. Where necessary, size increases may be required to facilitate the additional infrastructure, and full or partial funding of this may be the responsibility of the developer.

### 3.1.13. Protection of Wastewater Main During Construction Activities

Capping of mains to prevent the ingress of stormwater, or debris into the wastewater network must be completed during demolition activities whereby the junction is capped at the main by an approved fitting.

During construction of new wastewater infrastructure separation (by a plug/cap or physical separation) of a new system and the existing network is to be maintained until Council has accepted the new infrastructure via the Water Authority Approval Process.

Prior to the commencement of work (preferably during the detailed design phase) the location and depth of any Council infrastructure on the development sites and adjacent land affected by the development is to be established by survey and/or pothole excavation. The water/wastewater infrastructure are to be clearly marked and protected with safety fencing where possible.

### 3.1.14. Connecting through Adjoining Land

Where augmentation of Council's wastewater infrastructure (i.e. junction, sideline or manhole) is required on an adjoining property, owner's consent shall be provided to Council with any Letter of Acceptance application.

Where it is deemed appropriate by Council's Community Utilities Design and Development Section, provision must be made by the proponent to extend the wastewater main to the boundary of the development lot to allow a future wastewater connection to be made to the adjoining land.



### 3.1.15. Building Over / Near Wastewater Infrastructure

It is not permitted to build over or near asbestos cement or vitrified clay wastewater mains without additional protection measures. Mains must be replaced or relined in PVC for the extent of the main traversing the property where the proposed development is occurring from boundary to boundary.

Footings and/or concrete slabs of buildings and structures adjacent to wastewater mains are to be designed and constructed so that no loads are imposed on the infrastructure. Detailed drawings and specifications prepared by a practising chartered professional civil and/or structural engineer are to be submitted to Council's Community Utilities Planning Section as part of the Water Authority Approval prior to construction.

It is not permitted to build over wastewater junctions or wastewater mains 225mm and larger.

### 3.1.16. Planting Over / Near Wastewater Infrastructure

Certain plants should not be planted over or within the vicinity of underground wastewater infrastructure. Tree roots will seek out water and nutrients, and water and wastewater pipes can provide one or both of these. Small cracks or ill-fitted joints in pipes will provide a starting point and once inside tree roots can exacerbate cracks or splits and cause further blockages by growing within the line.

It is always better to prevent root ingress than to rectify, as without removal of the tree or plant, the roots will often continue to return. Garden plants and grasses generally have shallow, fibrous root systems which do not penetrate as deeply. Some other plants which have shallow root bases and are less likely to cause issues if planted near underground piping include:

- Azaleas
- Bay trees
- Bronze Cottonwood Coastal Golden Wattle
- Feijoa
- Japanese Maple
- Lemon myrtle
- Native Gardenia
- Olive Tree
- Tulipwood

The size of root bases and depth of penetration of roots when plants are fully grown need to be considered in addition to the location of wastewater pipes on the property. Generally, it is best to avoid planting over to within 3m metres of underground pipes,

Appendix B gives a list of plants which should not be planted near underground infrastructure. Note that neither of these lists are exhaustive, and further research should be done to determine the anticipated depth of the root structure in relation to Council's wastewater main (or any other underground assets) for suitability of plants not listed.



## 4. SECTION 4 - Wastewater Tariff and Billing

- 3.1 Wastewater Charges
- 3.2 Billing
- 3.3 Other Service Charges



## 4.1 Wastewater Charges

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### 4.1.1. Annual Wastewater Charge

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The annual wastewater charge is levied against all properties in the local government area that are eligible to connect to the wastewater system, or within the appropriate proximity to a wastewater main. The charge is dependent on the connection type, land classification, ownership and usage.

There are two types of connections to Council's wastewater network - conventional gravity wastewater connection with junction and pressure sewer.

The annual wastewater charge is reviewed each year through Council's *Fees and Charges* and the *Operational Plan*.

Additionally, some sites may use On-Site Management systems for their wastewater services. The approvals and Management of these are the responsibility of Council's Community Planning and Environment division. There are certain requirements for sites to meet to enable approval for an OSM, including minimum lot sizes to allow for effluent disposal, and distances from any bodies of water that have potential to be contaminated. For further information on OSM please contact Council.

Under the Local Government Act 1993, sewer charges can be levied on all land which is within 75m of a sewer line and is not connected, or from which sewage could be discharged into the sewer.

### 4.1.2. Non-residential Wastewater Charges

---

Best Practice for industrial and commercial wastewater fees and charges, as per NSW DCEEW Guidelines is to have a two-tier charge, whereby there is a fixed annual fee and an applicable usage charge. These are both based on the discharge volume, which is determined using incoming water service size, water consumption and a discharge factor. Discharge factors are based on the business type and the estimated proportion of water being discharged to the wastewater, and these are determined by DPE for use by local utilities to ensure appropriate charging for non-residential wastewater usage. Historically, non-residential wastewater connections have been charged the same annual fee as residential properties, however this is not in-line with best practice nor with the principle of full cost recovery for the provision of wastewater and trade waste services.

The total cost for wastewater for a non-residential property is a combination of the annual charge and usage charge multiplied by the appropriate discharge factor.

### 4.1.3. Discharge Factors

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Discharge factors adopted are those suggested by the Trade Waste division of DCEEW. Charges for non-residential wastewater incorporate these factors which are a percentage relating to what proportion of water used is discharged to wastewater. These factors are listed in Appendix A.

If there is disputation by the owner or Council regarding the volume being directed to wastewater, then there will be a need for further action, likely being the installation of a flow meter on the output/discharge. The cost of this will be the responsibility of the party that disputes the current charging mechanism.

### 4.1.4. Pensioner Rebate

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The NSW Local Government Act 1993 provides mandatory concessions on rates and charges for eligible pensioners.





#### 4.1.5. Secondary Dwellings

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A secondary dwelling (sometimes referred to as a “granny flat”) which has a floor area of up to 60m<sup>2</sup> does not require its own separate wastewater connection and as such is eligible for a usage charge, not an annual charge. This is outlined in the current Fees and Charges and is only applicable where multiple dwellings are utilising the same wastewater connection and where the secondary dwelling is compliant with the NSW Government requirements for dwellings of this nature.

#### 4.1.6. Hardship Annual Charge Relief

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Council recognises that at times certain ratepayers may have difficulty in paying their Council rates and charges and believes it should work with some ratepayers to find alternative payment options.

If you are experiencing Hardship and having difficulty paying annual charges, please refer to Council's Rates and Charges Hardship Assistance Policy for information on available relief, applicable situations and how to apply.

## 4.2 Billing

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#### 4.2.1. Your Account

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PMHC will issue an account outlining the wastewater services. Residential customers will be sent an account on a quarterly basis, unless otherwise agreed. Commercial customers may be sent an account on a monthly basis.

#### 4.2.2. Changes to the Wastewater Charges

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The annual wastewater charge is set each financial year in accordance with the *Local Government Act 1993*. This, along with any other wastewater related charges, are outlined in Council's current Fees and Charges.

#### 4.2.3. Overdue Accounts

---

PMHC charges interest on overdue accounts at a rate set each year by the Department of Local Government in accordance with the *Local Government Act 1993*. The interest accrues on a daily basis and the total amount is due and payable.

PMHC will take action to recover overdue accounts, including using external debt collection agencies and legal action.

## 4.3 Other Service Charges

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Additional services attract may individual charges. Some of these types of service are listed below, and costs are as per Council's current Fees and Charges.

#### 4.3.1. Water Supply Authority Approval Cost

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There is an associated fee for the engineering assessment and review of proposed development with the potential to affect Council's wastewater assets done via the Water Authority Approval Process. See section 3.2.2 for further details. The fee is based on the type of development occurring with additional costs associated with the development during the course of the



construction being added for Development Supervision and commissioning stage. Council's Community Utilities Planning Section can be contacted to provide a cost break down.

#### 4.3.2. Liquid Trade Waste

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Additional charges apply for Trade Waste - these include application charges, excess mass charges, non-compliance charges and disposal charges.

See PMHC's Liquid Trade Waste Policy for further information.



## Appendix A: Non-residential wastewater discharge factors

The sewer discharge factors (SDF) listed are those deemed applicable or potentially applicable in the LGA at the latest Policy review. These are applicable on the basis of the relevant activity undertaken at the premises, and if not listed the factor will be determined by appropriate Council staff.

Discharger	SDF	Discharger	SDF
Bakery	95	Hotel	100
Bed & breakfast/guesthouse (max 10 persons)	75	Joinery	95
Boarding house	90	Laundry	95
Butcher	95	Marina	90
Cakes/Patisserie	95	Mechanical workshop	95
Car detailing	95	Mechanical workshop (with car yard)	85
Car wash	75	Medical centre	95
Caravan park (with commercial kitchen)	75	Motel (small, breakfast only, not hot food)	90
Caravan park (no commercial kitchen)	75	Motel (hot food prepared)	90
Chicken/poultry shop (retail fresh, no cooking)	95	Nursing home	90
Charcoal chicken	95	Office building	95
Club	95	Optical service	95
Cold store	7	Panel beating / spray painting	95
Community hall (minimal food)	95	Primary school	95
Craft/stonemason	90	Printer	95
Daycare centre	95	Restaurant	95
Delicatessen (mixed business, no hot food)	95	Self storage	90
Dental surgery	95	Service station	90
Dental surgery with attached residence	70	Shopping centre	85



Fast food outlet (e.g. KFC, McDonald's)	95	Supermarket	95
Fresh fish outlet	95	Swimming pool (commercial)	85
Hairdresser	95	Take away food	95
High school	95	Technical college or University	95
Hospital	90	Vehicle wash (Robo, Clean & Go, Gerni Type)	95
Hostel	90	Veterinary (no x-ray), kennels, animal wash	80



## Appendix B: Plants to avoid near wastewater mains

Common Name	Botanical Name	Damage Potential
Camphor laurel	Cinnamomum camphora	Severe
Fig trees & rubber plants	Ficus species	Severe
Poplars	Populus species	Severe
Willows	Salix species	Severe
Coral trees	Erythrina species	Very high
Large gum trees	Eucalyptus species	Very high
Jacaranda	Jacaranda mimosifolia	Very high
Liquidambar	Liquidambar styraciflua	Very high
Norfolk Island & Bunya pines	Araucaria species	Very high
Illawarra flame tree	Brachychiton acerifolium	Very high
Casuarinas	Casuarina species	Very high
Australian white cedar	Melia azedarach	Very high
Pine trees	Pinus species	Very high
Plane tree	Platanus acerifolia	Very high
Pepper tree	Schinus molle	Very high
Elms	Ulmus species	Very high
Bougainvilleas	Bougainvillea species	Significant
Pampas grass	Cortaderia species	Significant
Silky oak	Grevillea robusta	Significant
Hollies	Ilex species	Significant
Norfolk Island hibiscus	Lagunaria patersonii	Significant
Privets	Ligustrum species	Significant
Magnolias	Magnolia species	Significant
Oleander	Nerium oleander	Significant
Canary Island date palm	Phoenix canariensis	Significant
Bamboos	Phyllostachus species	Significant





Rhus trees	Toxicodendron species	Significant
Brush box, Tristania	Lophostemon confetus	Significant
Wisteria	Wisteria species	Significant

Source: Hunter Water.

## ENGAGEMENT SUMMARY

<b>Project name</b>	Draft Wastewater Services Policy
<b>Project manager</b>	Rachel Bennett
<b>Consultant</b>	Nil
<b>Engagement Officer</b>	Andrew Maytom

### Background

The draft Wastewater Services Policy has been developed as a new policy that covers Council system, networks and services, fees and charges, and internal processes and requirements, as well as providing a formally adopted Council position on Wastewater Management and the related service provisions within the Local Government Area. Because there has not been a Policy to cover this before, this formal position has not existed previously.

At the Ordinary Council Meeting held on 16 May 2024, Council resolved to put the draft Wastewater Services Policy on public exhibition no later than Monday 27 May 2024 for a minimum of 28 days.

### Engagement approach

According to the IAP2 matrix for public participation, the level of engagement for the draft strategy ranged from 'inform' to 'consult'.

This means we sought to:

- Provide the public with balanced and objective information to assist them in understanding the project.
- Obtain feedback on analysis, alternative and/or decisions.

Our commitment from this process is to:

- Keep the community informed.
- Listen and acknowledge concerns and aspirations.
- Let the community know how their input has influenced decisions made in finalising the design.

Our Have Your Say webpage was the key platform used in this engagement, providing opportunity for feedback to be submitted via an online survey and through direct email.

### Engagement activities

#### Have Your Say (HYS)

The consultation was open between Monday 20 May 2024 and Friday 28 June 2024.

#### HYS Data at a glance

- 118 page visits
  - 1 engaged\*\*\* visitors,
  - 46 informed\*\* visitors,

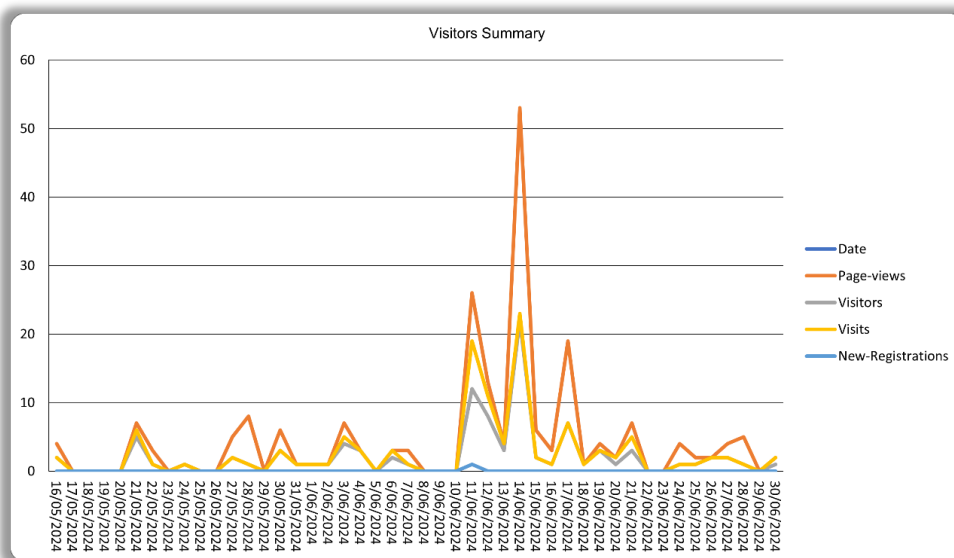
## ENGAGEMENT SUMMARY

- 81 aware\* visitors
- 61 downloads of policy
- 0 survey submissions

**\*Aware:** A visitor is 'aware' if they have made one single visit to your site or project.

**\*\*Informed:** A visitor is 'informed' if they have taken the next step and sought to find out more information by clicking on something. This is generally information included in widgets including documents, key dates, etc.

**\*\*\*Engaged:** A visitor is 'engaged' if they contribute or provide feedback to an active tool on your consultation page.



### Communications

**Have you Say June Newsletter eDM:** A link to the Have Your Say platform was included in the June 2024 Have Your Say newsletter which was circulated on 11 June 2024 and was sent out to 4,605 active subscribers. 54% opened the newsletter and of those, 26 people clicked the *Draft Wastewater Services Policy* link.

**Facebook:** on the 24 June 2024 a Have Your Say Facebook post was published to promote the current items on exhibition. This post reached 835 Facebook users.

### Results/Conclusion

Due to no feedback submissions, there were no results identified for the draft Wastewater Services Policy.

### Next Steps

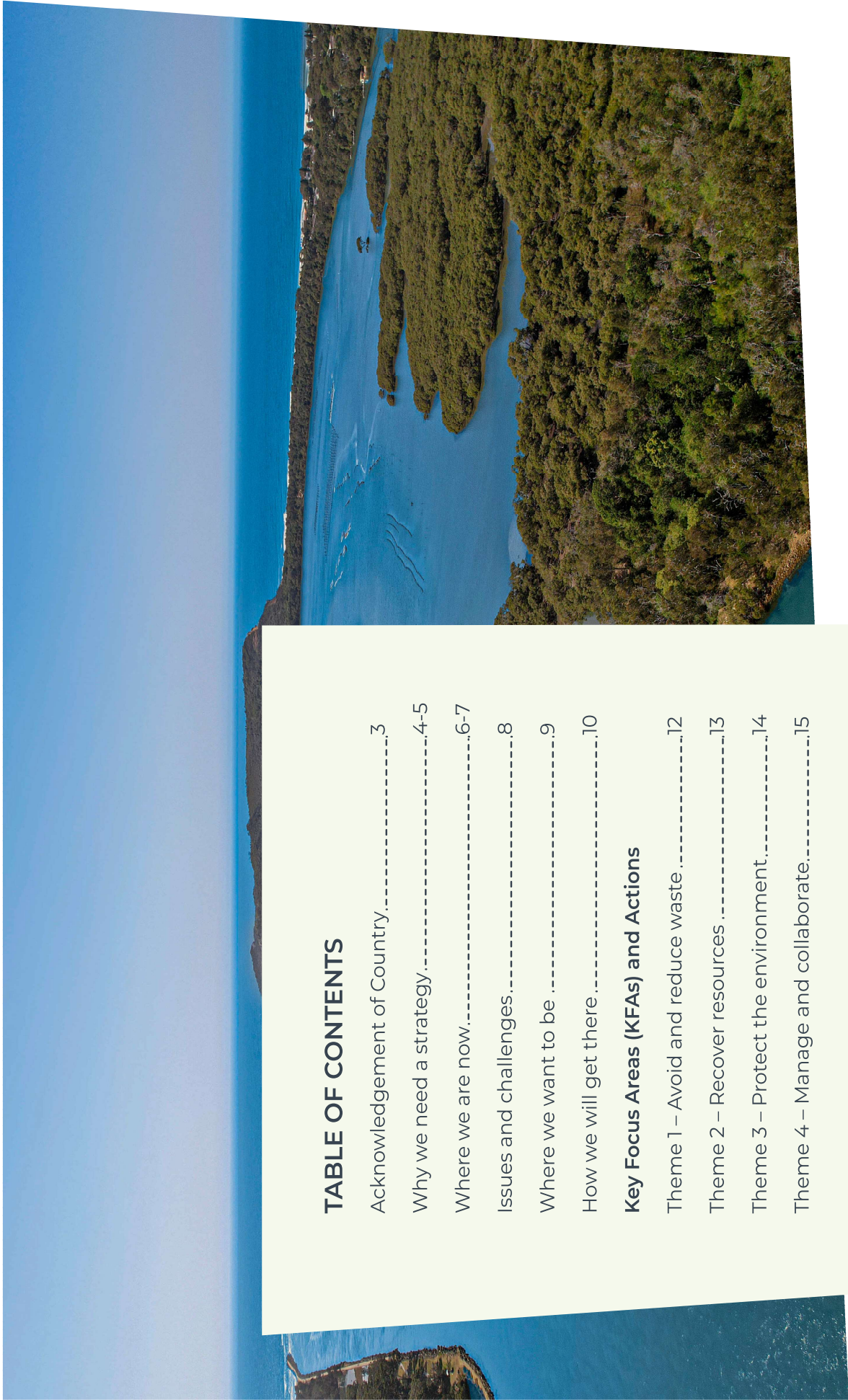
The relevant stakeholders to review and finalise the draft Wastewater Services Policy as required.

# Waste and Resource Recovery Strategy

2024-2034







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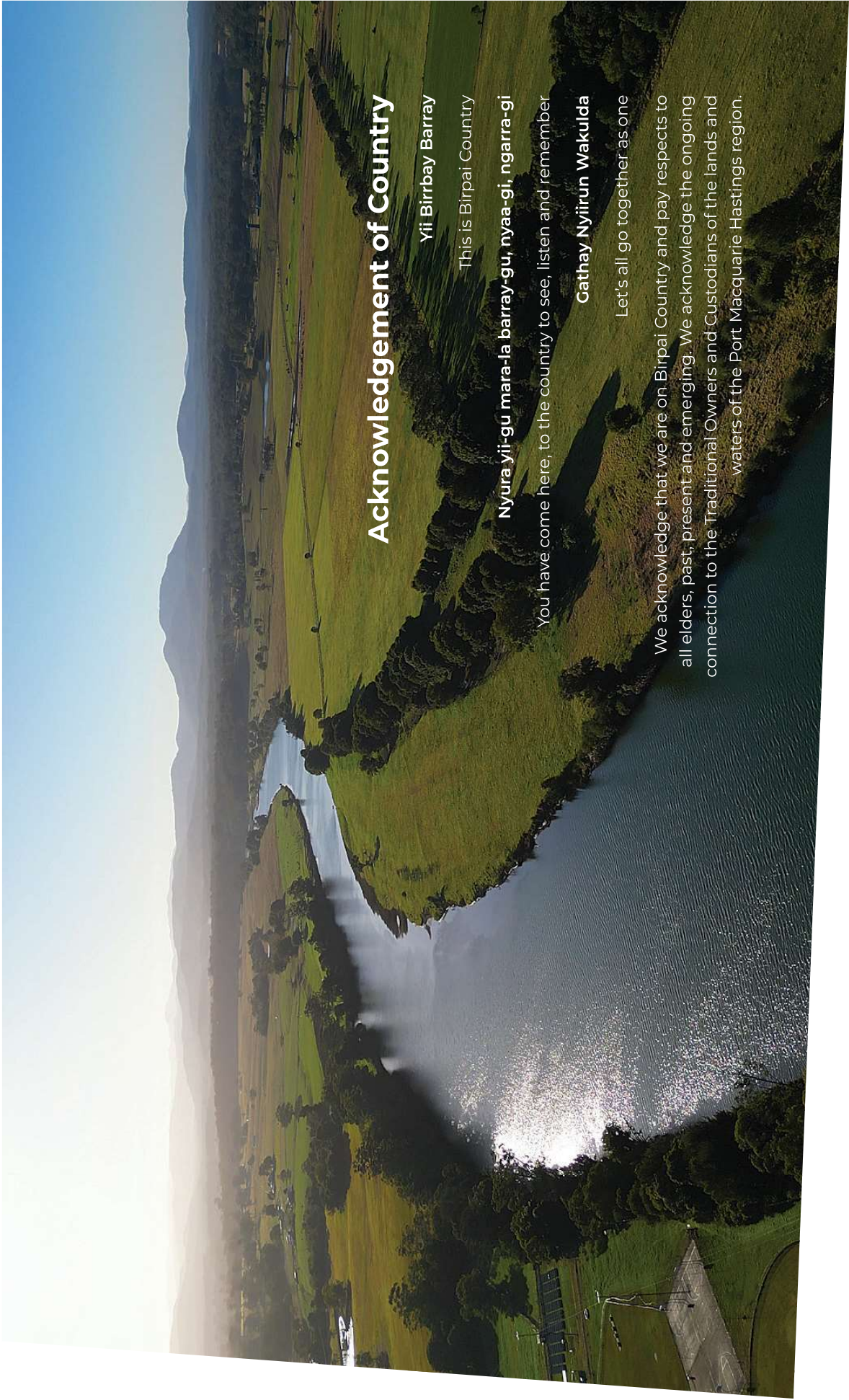
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# Acknowledgement of Country

Yii Birrpai Barray

This is Birpai Country

Nyura yii-gu mara-la barray-gu, nyaa-gi, ngarra-gi

You have come here, to the country to see, listen and remember

Gathay Nyiirun Wakulda

Let's all go together as one

We acknowledge that we are on Birpai Country and pay respects to all elders, past, present and emerging. We acknowledge the ongoing connection to the Traditional Owners and Custodians of the lands and waters of the Port Macquarie Hastings region.

Above: View of Hastings River to Cairncross Mountain





# Why we need a strategy

Waste is generally considered to be unwanted or unusable materials destined for disposal. While some waste materials must be managed in landfill due to lack of other solutions, many have value and can be reused, recycled or recovered. The amount of waste communities generate continues to increase and it can cause harm to the environment if not managed properly. By reducing our reliance on extracting and consuming raw materials, we can reduce negative impacts and harness more sustainable opportunities.

The waste industry is currently in a state of flux, with rapid changes occurring at the national and state policy level. *The National Waste Policy and Action Plan*, as well as the *State's Circular Economy Policy Statement, 20-year Waste and Sustainable Materials Strategy 2041, Plastics Action Plan and Net Zero Plan Stage 1 (2020-2030)* are key documents guiding waste management decisions and investment in NSW and across Australia.

*The State's Waste and Sustainable Materials Strategy 2041* is focused on reducing waste, improving recycling and supporting the circular economy. It sets out three focus areas as shown below.

	
Meeting future infrastructure and service needs	Protecting the environment and human health from waste pollution

The State Strategy has been developed around the key themes of Avoid and Reduce Waste, Recover Resources, Protect the Environment and Strategic Collaboration. It has targets aimed at reducing the amount of waste generated, recovering materials sent to landfill, increasing the plastics recycling rate, phasing out problematic and single-use plastics, halving the amount of organic waste sent to landfill and reducing litter.

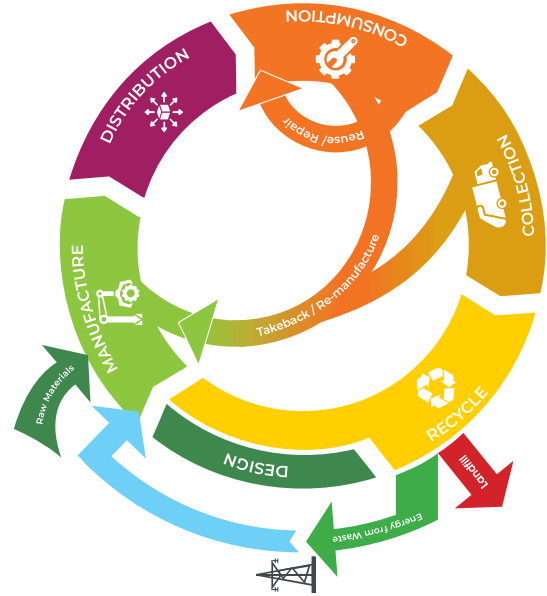
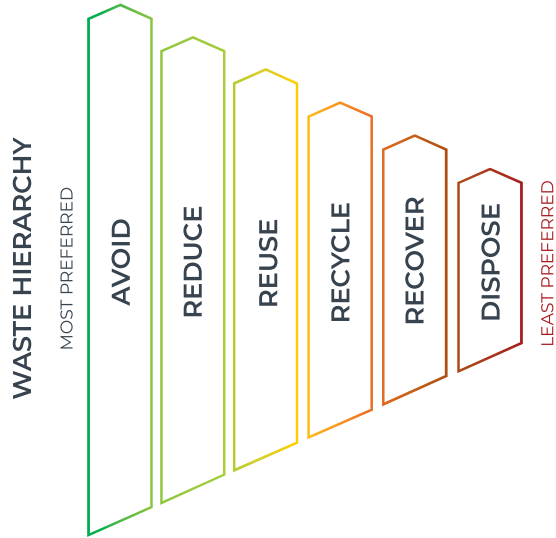
4 Waste and Resource Recovery Strategy 2024-2034

# Why we need a strategy

Port Macquarie Hastings Council's current Waste Strategy expires this year. Our new **Waste and Resource Recovery Strategy 2024-2034** updates the strategic direction for waste management to align with the NSW Waste Strategy and its targets. With a focus on the first 5 years, the new Strategy is flexible and dynamic, developed to be able to respond to changes in waste policy and approaches.

The waste hierarchy is a key principle underpinning our new Strategy. Options which achieve outcomes higher up the hierarchy are preferred over those located further down the hierarchy.

Our new Strategy recognises the importance of supporting the shift to a circular economy, which extends beyond end-of-pipe waste management.



In addition to recovering resources, our Strategy is also focused on protecting the environment from the impacts of waste, including littering and illegal dumping.



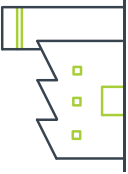



## Where we are now

We provide residents and businesses with kerbside collection of **red, yellow and green bins, including a kitchen tidy bin and compostable cornstarch bags**. Many household items can also be dropped off for **free at our 5 waste facilities**, including our **2 Community Recycling Centres**.

We also provide a kerbside bulky goods collection service for some household items that can't be placed into kerbside bins.

A key asset in our waste management system is the Cairncross Waste Management Facility. It includes a landfill, with disposal capacity beyond 2050 , as well as an organics processing facility and a recycling facility. The 111-hectare site is strategically located and provides opportunities to expand and transform into a future resource recovery hub.

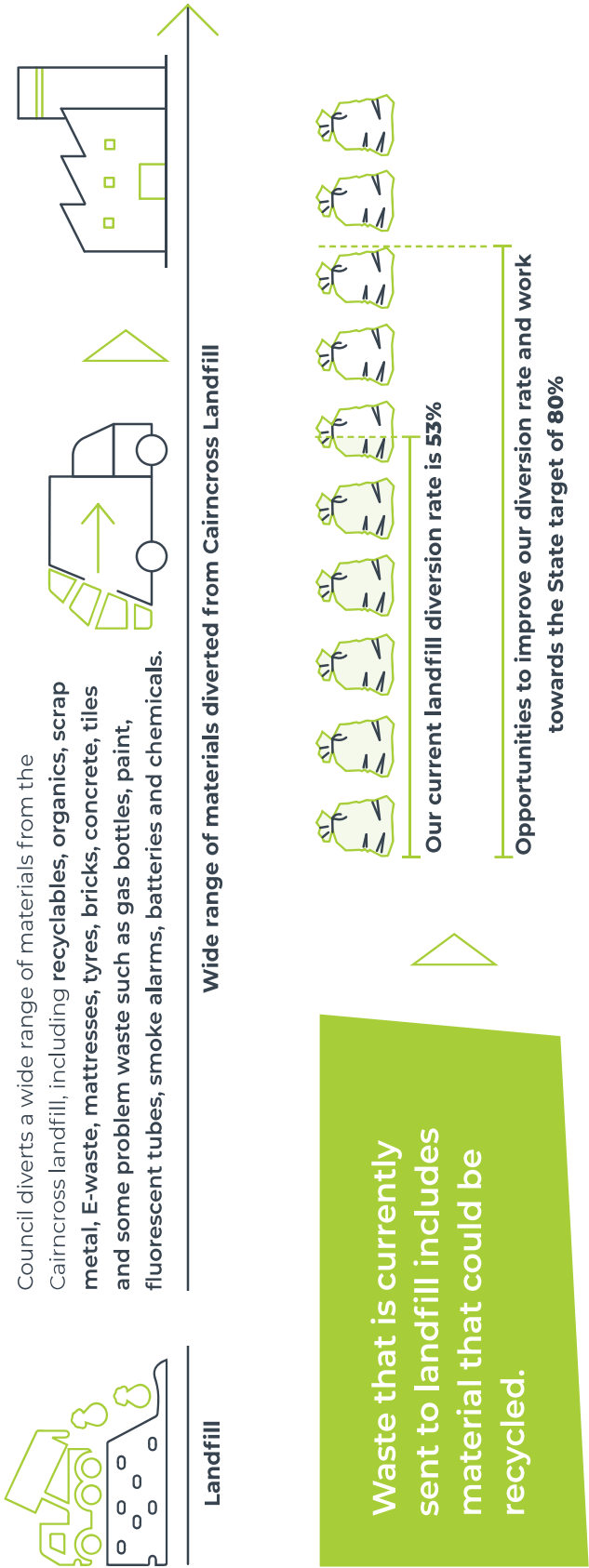
## We deliver a number of waste education initiatives through our Community Education Team, including:

	Tours of the Cairncross Waste Management Facility		Talks on waste management and how to use your bins correctly		Waste education campaigns for various topics including keeping organics out of landfill		Educational programs and resources for schools and kids
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# Where we are now



<sup>1</sup> Based on a 3 year average data from FY19/20 to 21/22



7 Waste and Resource Recovery Strategy 2024-2034

# Issues and challenges

Councils face multiple issues and challenges in delivering waste services, including:



The rapidly evolving policy environment, for example, policies related to climate change, emerging contaminants of concern (e.g. PFAS) and waste export bans, all of which impact waste programs and operations.



An increasing population and urban development, leading to the generation of more waste.



Managing increasingly complex and emerging waste streams such as lithium-ion batteries and solar panels which present environmental, health and safety issues if not disposed of correctly.



The increase in frequency and magnitude of natural disasters which means Councils must build resiliency into their waste infrastructure and operations and be ready to urgently respond to these events to assist in cleanup efforts.

# Future Opportunities

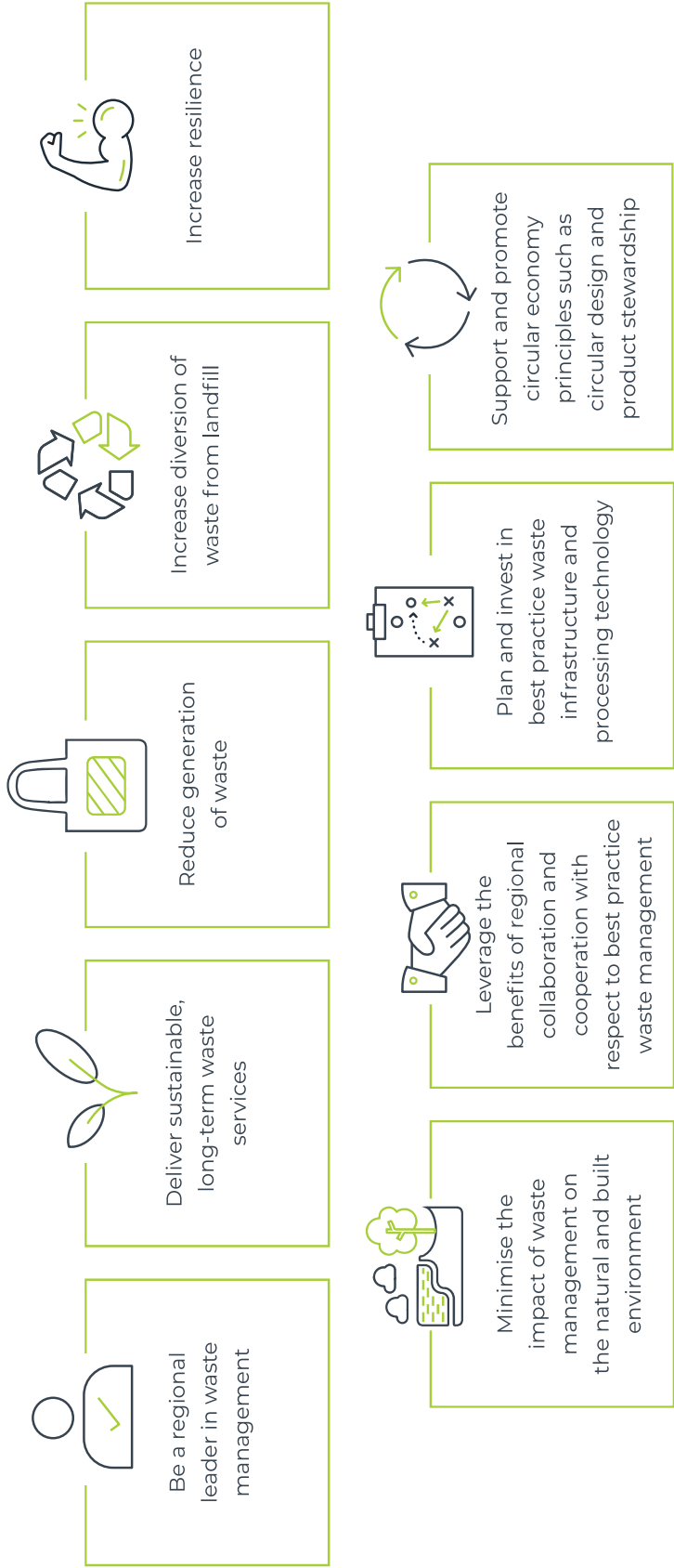
With challenges come opportunities. These include developing the Cairncross Waste Management Facility into a resource recovery hub and exploring local and regional opportunities to divert additional materials from landfill disposal, including expanded polystyrene, construction and demolition waste and soft plastics. Harnessing energy from landfill gas and organics processing, trading carbon credits and implementing infrastructure improvements to address changing markets, and policy direction also present future opportunities.



# Where we want to be

“We will manage waste and resources responsibly and be a regional leader in building a circular economy.”

## Strategic objectives:





# How we will get there




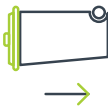




To deliver on our new Strategy, a five-year Action Plan has been developed. It aligns with the State's Waste Strategy as well as with the MidWaste Regional Waste Forum's Regional Waste and Sustainable Materials Strategy 2022-2027.

The Action Plan has four themes:

- 1 Avoid and reduce waste
- 2 Recover resources
- 3 Protect the environment
- 4 Manage and collaborate

Each Theme includes a number of Key Focus Areas and accompanying Actions, which identify areas of opportunity for improvement over current performance.

## PMHC TARGETS:

	Reduce total domestic waste generated per person by <b>10%</b> by <b>2034</b>		Reduce public place litter		Achieve a <b>60%</b> landfill diversion rate by <b>2034</b>
	Reduce contamination in domestic kerbside recycling and organics bins		Reduce illegal dumping of waste		Increase Council's use of recycled content
	Reduce self-haul domestic mixed waste disposed to landfill by <b>10%</b> by <b>2034</b>		Reduce mixed commercial and industrial (C+I) waste disposed to landfill by <b>10%</b> by <b>2034</b>		Achieve a <b>90%</b> average recovery rate of recyclables and combined food and garden organics from domestic kerbside collections by <b>2034</b>

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# Key Focus Areas (KFAs) and Actions

## THEME 1 – Avoid and reduce waste



### Decrease household waste generation

- Develop and deliver community education programs to avoid / reduce the generation of household waste and improve separation of household waste at the kerbside
- Support development of community initiatives to maximise reuse of unwanted household items e.g. community buy, swap and sell apps and online sites, local garage sale trails
- Support the successful delivery of community-based reuse and repair initiatives
- Provide the community with information on the issues of purchasing single-use plastic items



### Develop Council policy to further reduce waste generation

- Collaborate internally to facilitate greater separation and recovery of materials from waste, in the development assessment phase
- Investigate options for restructuring waste site fees and charges to deliver greater incentives for residents and businesses to separate waste before delivery to waste facilities



### Collect and analyse waste data

- Undertake audits of kerbside bins and transfer station bins to establish baseline data
- Improve waste data collection and analysis to maintain compliance and to support development of local circular economy opportunities and initiatives



## THEME 2 – Recover resources



### Improve resource recovery at Council waste facilities, depots and offices

- Investigate establishing a waste Reuse Shop
- Evaluate the feasibility of on-site sorting and resource recovery of construction and demolition waste at the Cairncross Waste Management Facility (WMF)
- Assess Council depot and office-based waste sorting and collection arrangements and deliver improved resource recovery outcomes where feasible and sustainable to do so
- Develop the concept of a Council-owned Resource Recovery Hub at the Cairncross WMF and explore options for use of vacant lots by commercial contractors to improve resource recovery and cost outcomes
- Evaluate feasibility of processing hard-to-recycle plastics e.g. soft plastics, expanded polystyrene
- Evaluate options for organics processing technologies that could enhance the existing system





THEME 3 – Protect the environment



Improve the environmental impact of waste operations

- Install a landfill gas capture network at Cairncross WMF
- Install leachate pre-treatment and storage facility at Cairncross WMF
- Develop programs to reduce public place litter
- Develop programs to reduce public place illegal dumping



Meet requirements of new and emerging climate change policy

- Assess carbon footprint associated with Council's waste collection services and waste facility operations





THEME 4 – Manage and collaborate



Secure long-term provision of waste services

- Issue contracts for kerbside collection of red, yellow and green bins and organics and recycling processing services



Deliver sustainable waste site operations

- Review and optimise the Waste Transfer Station network
- Develop strategy for disposal of mixed waste beyond 2050
- Deliver infrastructure improvements as detailed within the Cairncross WMF Site Master Plan
- Digitise manual administrative systems to enhance efficiency
- Undertake a revised material balance modelling exercise for Cairncross landfill cover and capping (closure) requirements
- Investigate renewable energy initiatives for waste facilities



Deliver sustainable waste services

- Develop a 20-year long-term financial plan for waste services



Support sustainable procurement

- Develop policy and performance measures for internal procurement of goods with recycled content, in particular rubber, plastics and glass



Develop resilience

- Obtain internal agreement to develop and adopt a regional Disaster Waste Management Plan
- Undertake a risk assessment and develop mitigation measures to ensure continued waste services delivery during future extreme weather events



PORT MACQUARIE  
HASTINGS COUNCIL

## Contact

**Port Macquarie Hastings Council**

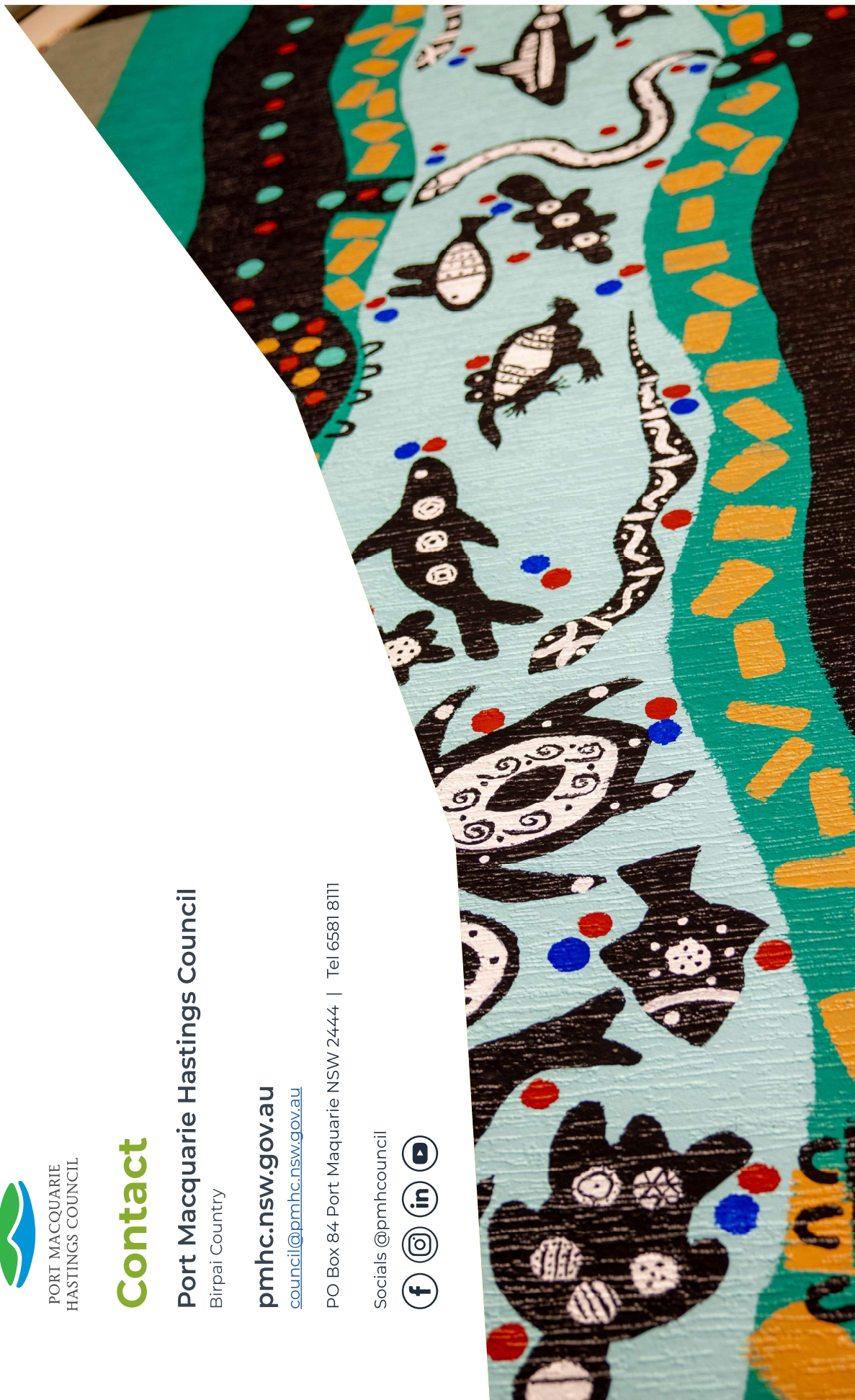
Birpai Country

**[pmhc.nsw.gov.au](https://pmhc.nsw.gov.au)**

**[council@pmhc.nsw.gov.au](mailto:council@pmhc.nsw.gov.au)**

PO Box 84 Port Macquarie NSW 2444 | Tel 6581 8111

Socials @pmhccouncil



# ENGAGEMENT SUMMARY

<b>Project name</b>	Draft Waste and Resource Recovery Strategy
<b>Project manager</b>	Rachel Bennett
<b>Consultant</b>	Nil
<b>Engagement Officer</b>	Andrew Maytom

## Background

The draft Waste and Resource Recovery Strategy has been developed as a new strategy to replace the current waste strategy which expires this year, being valid from 2017-2024. The Strategy looks to ensure that Council is looking to the future, catering for the needs of the LGA while minimising the impact of waste management, and working towards increased resource recovery and building toward a circular economy.

At the Ordinary Council Meeting held on 16 May 2024, Council resolved to put the Draft Waste and Resource Recovery Strategy on public exhibition no later than Monday 27 May 2024 for a minimum of 28 days.

## Engagement approach

According to the IAP2 matrix for public participation, the level of engagement for the draft strategy ranged from 'inform' to 'consult'.

This means we sought to:

- Provide the public with balanced and objective information to assist them in understanding the project.
- Obtain feedback on analysis, alternative and/or decisions.

Our commitment from this process is to:

- Keep the community informed.
- Listen and acknowledge concerns and aspirations.
- Let the community know how their input has influenced decisions made in finalising the design.

Our Have Your Say webpage was the key platform used in this engagement, providing opportunity for feedback to be submitted via an online survey and through direct email.

## Engagement activities

### Have Your Say (HYS)

The consultation was open between Monday 20 May 2024 and Monday 17 June 2024.

# ENGAGEMENT SUMMARY

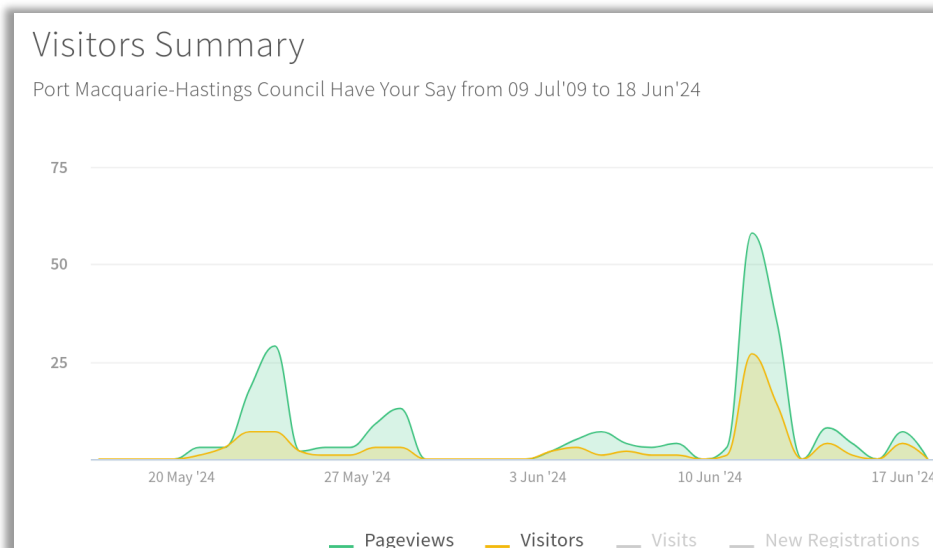
## HYS Data at a glance

- 122 page visits
  - 0 engaged\*\*\* visitors,
  - 54 informed\*\* visitors,
  - 75 aware\* visitors
- 81 downloads of strategy
- 0 survey submissions

**\*Aware:** A visitor is 'aware' if they have made one single visit to your site or project.

**\*\*Informed:** A visitor is 'informed' if they have taken the next step and sought to find out more information by clicking on something. This is generally information included in widgets including documents, key dates, etc.

**\*\*\*Engaged:** A visitor is 'engaged' if they contribute or provide feedback to an active tool on your consultation page.



## Communications

A link to the Have Your Say platform was included in the monthly Have Your Say newsletter which was circulated on 11 June 2024 and was sent out to 4,605 active subscribers.

## Results/Conclusion

Due to no feedback submissions, there were no results identified for the draft Waste and Resource Recovery Strategy.

## Next Steps

The relevant stakeholders to review and finalise the draft Waste and Resource Recovery Strategy as required.