

PLANNING AGREEMENT

Gables – Central Playing Fields Embellishment

THE HILLS SHIRE COUNCIL

STOCKLAND DEVELOPMENT PTY LIMITED
AND AW BIDCO 4 PTY LTD

www.thehills.nsw.gov.au



The Hills Shire Council

[INSERT DATE]

3 Columbia Court, Norwest NSW 2153
PO Box 7064, Norwest 2153 Phone (02) 9843 0555

**Planning Agreement
Summary Sheet**

Date of Agreement

[insert]

Council

Name The Hills Shire Council

Address 3 Columbia Court
Norwest NSW 2153

Telephone (02) 9843 0555

Email council@thehills.nsw.gov.au

ABN 25 034 494 656

Representative Mr Michael Edgar – General Manager

Developer

Name Stockland Development Pty Limited

Address Level 26, 133 Castlereagh Street, Sydney
NSW 2000

Telephone 02 9035 2000

Email Ryan.baitz@stockland.com.au
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ABN 71 000 064 835

Representative Ryan Baitz

Landowner

Name AW Bidco 4 Pty Ltd

Address Level 26, 133 Castlereagh Street, Sydney
NSW 2000

Telephone 02 9035 2000

Email Ryan.baitz@stockland.com.au
legal4@stockland.com.au

ACN 637 312 700

Representative Ryan Baitz

Land

Lot 302 DP 1273518

Modification Application

Modification Application 110/2019/HA/A

Planning Proposal

Not applicable

Works

See Schedule 2

Security Amount

Not applicable

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Planning Agreement

Dated [insert]

Parties

The Hills Shire Council ABN 25 034 494 656 of 3 Columbia Court, Norwest, NSW 2153 (**Council**)

Stockland Development Pty Ltd ABN 71 000 064 835 of Level 26, 133 Castlereagh Street, Sydney New South Wales 2000 (**Developer**)

AW Bidco 4 Pty Ltd ACN 637 312 700 of Level 26, 133 Castlereagh Street, Sydney New South Wales 2000 (**Landowner**)

Background

- A. The Developer is the developer party under the Existing Planning Agreement which was novated to the Developer pursuant to the Deed of Novation.
- B. Under the Existing Planning Agreement, amongst other deliverables, the Developer is required to provide the Existing Central Park Playing Fields Contribution to Council prior to the issue of a Subdivision Certificate for the 2500th Residential Allotment created as part of the Development.
- C. The Developer lodged the Modification Application which seeks consent for the Modified Development, and which includes the proposed New Embellishment Works.
- D. The Modification Application has been approved by Council.
- E. Council is the consent authority pursuant to the Act for the Development.
- F. The Developer has offered to undertake the New Embellishment Works on and subject to the terms of this Agreement in connection with the Modification Application. This Development Contribution is in addition to the Existing Central Park Playing Fields Contribution contemplated under the Existing Planning Agreement.
- G. Council has entered into the State Funding Agreement with DPE pursuant to which DPE has agreed to fund the New Embellishment Works, subject to the terms of the State Funding Agreement, up to an amount of \$11.248 million (being the State Funds available).
- H. Subject to the terms of this Agreement, Council has agreed that any funds received by it under the State Funding Agreement will be paid to the Developer as reimbursement for some or all of the costs incurred by the Developer in undertaking the New Embellishment Works.

Operative provisions

1 Defined meanings

Words used in this Agreement and the rules of interpretation that apply are set out and explained in clause 36 of this Agreement.

2 Planning agreement under the Act

- 2.1 The Parties agree that this Agreement is a planning agreement within the meaning set out in s7.4 of the Act and governed by Subdivision 2 of Part 7 of the Act.

3 Application of this Agreement

- 3.1 This Agreement is made in respect of, and applies to, both the Modified Development and the Land.
- 3.2 For the purpose of clarity:
- (a) the Existing Planning Agreement continues to apply to the Land and to the *Development* as defined in the Existing Planning Agreement; and
 - (b) the Development Contributions are separate from, and in addition to, the material public benefits required to be provided under the Existing Planning Agreement.

4 No restriction on Council's Powers

- 4.1 This Agreement or anything done under this Agreement:
- (a) is not to be taken as approval or consent by Council as a regulatory authority; and
 - (b) does not in any way inhibit, deter or prejudice Council in the proper exercise of its functions, duties or powers,
- pursuant to any legislation including the Planning Legislation.
- 4.2 The Parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Planning Legislation.
- 4.3 This Agreement is not intended to operate to fetter, in any unlawful manner:
- (a) the power of Council to make any Law; or
 - (b) the exercise by Council of any statutory power or discretion,
- (Discretion).**
- 4.4 No provision of this Agreement is intended to, or does, constitute any unlawful fetter on 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 an unlawful fetter on any Discretion, the Parties agree:
- (a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 4 is substantially satisfied;
 - (b) in the event that paragraph (a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and
 - (c) to endeavour to satisfy the common objectives of the Parties on relation to the provision of this Agreement which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgment.
- 4.5 Where the Law permits Council to contract out of a provision of that Law or gives Council power to exercise a Discretion, then if Council has in this Agreement contracted out of a provision or exercised a Discretion under this Agreement, then to the extent of this Agreement is not to be taken to be inconsistent with the Law.
- 4.6 Nothing in this Agreement will be deemed to impose any obligation on Council to exercise any of its functions under the Act in relation to the Modification Application, the Land or the Modified Development in a certain manner.

5 Operation of this Agreement

- 5.1 Until this Agreement operates, this Agreement constitutes the Developer's offer to enter into the planning agreement if consent under section 4.55 of the Act is granted for the Modified Development.
- 5.2 This Agreement operates only if:
- (a) the Modified Application is granted; and
 - (b) the Agreement is entered into in accordance with clause 203 of the Regulation.

6 Obligation to Carry Out New Embellishment Works and Milestones

- 6.1 The Developer must carry out and complete the New Embellishment Works:
- (a) on the Land at the locations shown on the Location Plan; and
 - (b) in accordance with the timing in Schedule 3 (subject to any alteration of that timing in accordance with this Agreement).
- 6.2 The Developer's obligation under this clause 6 exists irrespective of whether the Developer:
- (a) carries out the New Embellishment Works itself, or
 - (b) enters into an agreement with another person under which the other person carries out the New Embellishment Works on the Developer's behalf.
- 6.3 The Developer must achieve the Milestones by the Milestone Dates (as extended in accordance with this Agreement).
- 6.4 The Developer is responsible for obtaining all Approvals required to carry out the New Embellishment Works, including the Development Consent, as modified by the Modification Application.
- 6.5 The parties acknowledge and agree that in the event of any delay in obtaining any Approval in connection with the Development as a result of an unreasonable delay by the relevant consent authority:
- (a) the Developer may seek an extension to any affected Milestone Dates in accordance with clause 6.7; and
 - (b) subject to clause 6.5(a), such delay will not give rise to any claim against the Council under this Agreement.
- 6.6 The Developer must carry out and complete the New Embellishment Works in a good and workmanlike manner having regard to the intended purpose of the New Embellishment Works (as set out in this Agreement) and, in accordance with:
- (a) the Development Consent,
 - (b) all applicable Laws, including those relating to occupational health and safety and all reasonable directions of Council in relation to work health and safety, and
 - (c) this Agreement to the extent that it is not inconsistent with the Development Consent or an applicable Law.
- 6.7 If the Developer is not able to meet the Milestone Date for any reason then:
- (a) The Developer, at any time, may issue a request to Council which:
 - (i) specifies the requested extension of time to the relevant Milestone Date;

- (ii) specifies the requested revised timing for the Milestone Date (**Revised Timing**); and
 - (iii) provides supporting evidence of the requested extension request.
- (b) Upon receipt of the request from the Developer, Council must seek a variation to the State Funding Agreement for the requested Revised Timing and do all things reasonably necessary to obtain that variation. If the variation is approved by the DPE and the DPE and Council vary the State Funding Agreement accordingly, the Revised Timing will replace the relevant Milestone Date for the purpose of this Agreement.
- (c) If the DPE does not agree to the Revised Timing and proposes a different revised timing for the relevant Milestone Date then:
 - (i) Council will promptly notify the Developer of the DPE's proposed revised timing; and
 - (ii) the Developer must promptly notify Council in writing as to whether the Developer accepts that proposed revised timing (acting reasonably).
- (d) If the Developer accepts DPE's revised timing and Council varies the State Funding Agreement to reflect that revised timing, that agreed revised timing will replace the relevant Milestone for the purpose of this Agreement.
- (e) If:
 - (i) Council and the DPE do not vary the State Funding Agreement for the Revised Timing; or
 - (ii) the Developer does not agree to the DPE's proposed revised timing for the delivery of the New Embellishment Works,
 the relevant Milestone Date remains as set out in this Agreement.

7 State Funding Agreement

7.1 The Council must:

- (a) not breach the State Funding Agreement and do all things which it is required to do under the State Funding Agreement;
- (b) do all things necessary to:
 - (i) ensure that the State Funds are paid by the DPE to the Council under the State Funding Agreement in accordance with, the terms of the State Funding Agreement; and
 - (ii) ensure that the design of the New Embellishment Works meets the requirements of the State Funding Agreement, if applicable, and if so, that the Council has regard to these design requirements when approving the design plans and specifications for the New Embellishment Works under this Agreement;
- (c) not agree to vary the State Funding Agreement in a manner which would have an adverse effect on:
 - (i) the Developer's obligations under this Agreement (including, without limitation, the costs which are likely to be incurred by the Developer in complying with its obligations); or

(ii) the payment of the State Funds to Council or the Developer, without first seeking the consent of the Developer, which must not be unreasonably withheld;

- (d) use reasonable endeavours to seek any variation to the State Funding Agreement requested by the Developer that is reasonably necessary or desirable for the delivery of the New Embellishment Works or to ensure that the Council will receive the State Funds under the State Funding Agreement; and
- (e) notify the Developer as soon as reasonably practicable of a dispute under the State Funding Agreement and provide ongoing updates regarding resolution of that dispute, but only to the extent of any matters which may have an impact on the obligations of the Developer under this Agreement.

7.2 The Developer

- (a) must comply with the obligations set out in Schedule 4.

8 Ownership of New Embellishment Works

- 8.1 Ownership of the New Embellishment Works is transferred to Council on Hand-Over and nothing in, or done under, this Agreement gives the Developer, after Hand-Over any right, title or interest in the New Embellishment Works.
- 8.2 On Hand-Over, the Developer must cause the legal title in the New Embellishment Works and all materials and components of the New Embellishment Works to pass to Council free of any charge or other interest.
- 8.3 The Developer warrants that after Hand-Over the New Embellishment Works are not subject to any security interest (as defined in the *Personal Property Securities Act 2009* (Cth) (**PPSA**)) and any security interest noted in the 'Personal Property Securities Register' has been discharged.
- 8.4 The Developer indemnifies Council for all claims, costs, losses and expenses Council may suffer arising from any breach of the warranty in clause 8.3 or any claim or action taken by any person in respect of any security interest (as defined in the PPSA) in the New Embellishment Works.

9 Determination of Value

- 9.1 If the Developer's actual cost of carrying out the New Embellishment Works, including any costs incurred pursuant to this Agreement, determined at the date on which the New Embellishment Works is Handed-Over to the Council, exceeds the Total Recoupment Amount, then no party to this Agreement will be entitled to claim any adjustment, credit or reimbursement, as the case may be, for the difference.

10 Access to the land and location of New Embellishment Works

- 10.1 The Landowner must permit the Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any of the New Embellishment Works.

11 Protection of People, Property and the Environment

- 11.1 The Developer is to ensure in relation to the carrying out of the New Embellishment Works that:

- (a) all necessary measures are taken to protect people, property and the Environment,
- (b) unnecessary interference with the passage of people and vehicles lawfully entitled to pass over the Land is avoided;
- (c) nuisances and unreasonable noise and disturbances are prevented; and
- (d) all relevant laws and regulations with respect to water, air, noise and land pollution (including 'pollution incidents') as defined under the *Protection of the Environment Operations Act 1997* (NSW) are complied with.

12 Damage and Repairs to the New Embellishment Works

- 12.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to the New Embellishment Works from any cause whatsoever which occurs prior to the date on which the New Embellishment Works are Handed-Over to the Council.

13 Variation of New Embellishment Works

- 13.1 The New Embellishment Works are not to be varied by the Developer, unless:
- (a) the Parties agree in writing to the variation;
 - (b) the variation is incorporated into the State Funding Agreement (if required);
 - (c) any Approval required under the Act or any other Law to the variation is first obtained; and
 - (d) the Developer bears all of the Council's costs of and incidental to agreeing to and approving the variation.
- 13.2 For the purposes of clause 13.1, a variation may relate to any matter in relation to the New Embellishment Works that is dealt with by this Agreement.
- 13.3 Council must not request a variation to the New Embellishment Works unless agreed to by the Developer, in the Developer's absolute discretion, and subject to any requirements of the Developer.

14 Hand-Over of New Embellishment Works

- 14.1 The Developer must give the Council not less than 20 days written notice of the:
- (a) date on which it proposes to Hand-Over any New Embellishment Works to the Council, being a date not later than the Hand-Over Date, and
 - (b) Items of Works the subject of the notice.
- 14.2 The Council must, before the date specified in the Developer's notice referred to in clause 14.1, give the Developer either:
- (a) a written notice titled "Certificate of Hand-Over" evidencing the Hand-Over Date (**Certificate of Hand-Over**); or
 - (b) direct the Developer in writing to carry out work specified in the notice to complete the New Embellishment Works in accordance with the detailed plans and specifications approved by Council pursuant to item 2 of Schedule 3 before it is Handed-Over to the Council.
- 14.3 The Developer is to comply with a direction under clause 14.2(b) according to its terms and at the Developer's own cost.

- 14.4 If Council gives a notice under clause 14.2(b) , the process in clauses 14.1 to 14.3 will be repeated until Council is satisfied that the New Embellishment Works have been completed in accordance with the detailed plans and specifications approved by Council pursuant to item 2 of Schedule 3.
- 14.5 Before the New Embellishment Works are Handed-Over to the Council, the Developer is to remove from the Land any:
- (a) rubbish or surplus material, and
 - (b) temporary works, and
 - (c) construction plant and equipment, relating to the carrying out of the New Embellishment Works as the case requires.
- 14.6 The New Embellishment Works are taken to be Handed-Over to the Council when the Council gives the Developer the Certificate of Hand-Over under clause 14.2(a).

15 Failure to Carry out and Hand-Over New Embellishment Works

- 15.1 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of the New Embellishment Works, the Council must give the Developer a notice requiring the:
- (a) breach to be rectified to the Council's satisfaction, or
 - (b) carrying out of the New Embellishment Works to immediately cease, except in relation to the rectification of the breach, and the breach to be rectified to the Council's satisfaction.
- 15.2 A notice given under clause 15.1 is to allow the Developer a reasonable period (and in any case not less than 28 days, unless the parties otherwise agree) to rectify the breach.
- 15.3 If the Developer fails to rectify the breach the subject of a notice given under clause 15.1, the Council may carry out and complete or make safe the New Embellishment Works including using the State Funds for that purpose.
- 15.4 For the purposes of clause 15.3:
- (a) the Landowner must allow the Council, its servants, agents and contractors to enter the Land for the purpose of completing the New Embellishment Works, and
 - (b) any costs incurred by the Council in carrying out, completing, or making safe the New Embellishment Works except for those costs recouped by Council from the State Funds, may be recovered by the Council from the Developer as a debt due in a court of competent jurisdiction.

16 Works-As-Executed-Plan

- (a) No later than 60 days after a notice is given under clause 14.6, the Developer is to submit to the Council a full Works-As-Executed-Plan in respect of the New Embellishment Works the subject of the notice.
- (b) The Developer must provide with the Work-as-Executed Plan(s) all appropriate certificates to verify that the New Embellishment Works have been carried out in accordance with relevant standards.

17 Rectification of Defects

- 17.1 During the Defects Liability Period the Council may give to the Developer a Rectification Notice in relation to the New Embellishment Works specifying the:
- (a) Defects requiring rectification;
 - (b) action required to be undertaken by the Developer to rectify those Defects; and
 - (c) a reasonable date by which those Defects are to be rectified having regard to the nature of the New Embellishment Works.
- 17.2 The Developer must comply with a Rectification Notice at its own cost according to the terms of the Notice.
- 17.3 When the Developer considers that the Defects specified in the Rectification Notice are complete, the Developer may give to the Council a Rectification Certificate relating to the New Embellishment Works the subject of the relevant Rectification Notice.
- 17.4 A Rectification Certificate discharges the Developer from any further obligation to comply with the relevant Rectification Notice.
- 17.5 If the Developer does not comply with a Rectification Notice, the Council may do such things as are necessary to rectify the Defect and may:
- (a) use the State Funds to rectify the Defect; and
 - (b) recover, as a debt due in a court of competent jurisdiction, the costs incurred by the Council in rectifying the Defect except for those costs recouped by Council from the State Funds.

18 Maintenance

- 18.1 The preliminary maintenance schedule setting out the preliminary anticipated maintenance works for the relevant part of the New Embellishment Works (**Preliminary Maintenance Schedule**) over the period of twelve (12) months from the date of Hand-Over of the New Embellishment Works (**Maintenance Period**) must be submitted to Council for approval prior to Hand-Over.
- 18.2 The parties agree that from the date of this Agreement, they will each use all reasonable endeavours to reach agreement, before the commencement of the Maintenance Period, as to the content of a final form of maintenance schedule (Agreed Maintenance Schedule) for the New Embellishment Works.
- 18.3 Before the commencement of the Maintenance Period, the Developer must provide to the Council a copy of the Agreed Maintenance Schedule.
- 18.4 The New Embellishment Works or any part of those New Embellishment Works, must be maintained by the Developer at its cost and in accordance with the Agreed Maintenance Schedule for the Maintenance Period.
- 18.5 The Council must give the Developer any access required to carry out maintenance in accordance with the Agreed Maintenance Schedule and this clause 18.

19 Cost of New Embellishment Works carried out by the Council

- 19.1 The Parties acknowledge and agree that where, in accordance with this Agreement, the Council incurs a cost in carrying out, completing or rectifying a Defect in the New Embellishment Works, the Council may:
- (a) use the State Funds in carrying out, completing or rectifying a Defect in the New Embellishment Works; and

- (b) recover from the Developer in a court of competent jurisdiction its full costs incurred, including costs determined in accordance with clause 19.2, except for those costs recouped by Council from the State Funds.

19.2 The Council's costs of carrying out, completing or rectifying the New Embellishment Works in accordance with this Agreement include, but are not limited to:

- (a) the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- (b) all fees and charges necessarily or reasonably incurred by the Council in order to have the New Embellishment Works carried out, completed, made safe or rectified, and
- (c) without limiting the generality of the preceding sub-clause, all legal costs and expenses reasonably incurred by the Council (on a party-party basis), by reason of the Developer's failure to comply with this Agreement.

20 Indemnity and Insurance

20.1 The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all losses, damages, charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with:

- (a) the carrying out by the Developer of the New Embellishment Works (including the design or construction of a Work);
- (b) any breach of this Agreement by the Developer; and
- (c) any act or omission involving any negligent or unlawful act or omission or wilful misconduct of the Developer in connection with this Agreement,

except if, and to the extent that, the claim arises from:

- (d) any breach of this Agreement by the Council or any act or omission of the Council, its employees, officers, agents or contractors; or
- (e) any maintenance, replacement or repair of a Work undertaken, any want of maintenance, replacement or repair or damage to a New Embellishment Work after the Hand-Over Date.

20.2 The Developer is to take out, or procure that its contractor takes out, and keep/s current to the satisfaction of the Council all appropriate insurance policies in relation to the New Embellishment Works up until the relevant date of Hand-Over to Council, including but not limited to:

- (a) contract works insurance, for the full replacement value of the New Embellishment 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 New Embellishment Works,
- (b) public liability insurance for at least \$20,000,000 for a single occurrence and which covers the Developer, for liability to any third party,
- (c) workers compensation insurance as required by Law, and
- (d) any other insurance required by Law.

20.3 If the Developer fails to comply with clause 20.2, 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 will be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including recovery as a debt due in a court of competent jurisdiction.

- 20.4 The Developer is not to commence to carry out the New Embellishment Works unless it has first provided to the Council satisfactory written evidence of all the insurances specified in clause 20.2, which includes provision of a copy of valid and current certificates of currency for the insurances.

21 Limitation of liability

- 21.1 The Developer is not liable for any Consequential Loss under this Agreement.

- 21.2 For the purposes of this clause, **Consequential Loss** includes:

- (a) loss not arising naturally according to the usual course of things;
- (b) loss of generation, production or business or failure to realise anticipated savings;
- (c) cost of capital and other financing costs;
- (d) loss of good will or damage to reputation; and
- (e) loss of funding, revenue or profit or the opportunity to earn profit.

22 Recoupment Costs

- 22.1 The Developer acknowledges and agrees that:

- (a) it is only entitled to payment of any Recoupment Cost with respect to costs actually incurred and paid by it in undertaking the New Embellishment Works;
- (b) nothing in this Agreement requires Council to pay the Developer any amount in excess of the Total Recoupment Amount; and
- (c) subject to clause 26.2, Council is only required to pay the Developer State Funds actually received by Council under the State Funding Agreement.

- 22.2 Council must reimburse the Developer the Total Recoupment Amount, subject to:

- (a) Council receiving State Funds and being entitled to commit the State Funds in accordance with the State Funding Agreement, provided that any lack of entitlement is not the result of any breach of or non-compliance with the State Funding Agreement by the Council;
- (b) the use by Council of the State Funds to remedy any breach of this Agreement by the Developer or the costs incurred by Council carrying out, completing or rectifying a Defect in the New Embellishment Works, in which case the Total Recoupment Amount to which the Developer is entitled will be reduced by the State Funds used by Council pursuant to this Agreement; and
- (c) the Developer not being in material breach of this Agreement.

- 22.3 The Developer is entitled to claim for a Recoupment Cost (including on a staged basis) of the New Embellishment Works and may issue a notice to Council pursuant to clause 22.4 after the New Embellishment Works have commenced, but not before the Developer has first expended the sum of \$3,500,000 (being the Existing Central Park Playing Fields Contribution).

- 22.4 At any time after the New Embellishment Works have commenced, but no more frequently than once in any month, the Developer may issue a notice to Council:

- (a) making a claim for the Recoupment Cost of the New Embellishment Works and providing evidence of the costs incurred by way of an itemised breakdown and details of the actual cost incurred by the Developer in carrying out the New Embellishment Works; and
- (b) a tax invoice for the Recoupment Cost.

22.5 Within 15 Business Days of Council receiving a complying notice issued by the Developer under clause 20.4, the Council must pay to the Developer the Recoupment Cost claimed under that notice.

22.6 This clause 22 does not merge on completion of the Modified Development or Hand-Over of the Works and will continue to apply until the Council has paid the Developer the Total Recoupment Amount.

22.7 The Developer must repay to Council all or part of the State Funds comprising the Total Recoupment Amount (including any interest imposed on the State Funds comprising the Total Recoupment Amount pursuant to the State Funding Agreement) as a debt due and payable on demand upon Council providing written notice to the Developer in the following circumstances:

- (a) The Developer is paid more than the Total Recoupment Amount, in which case the Developer must repay Council only to the extent of the amount of overpayment; and
- (b) The Total Recoupment Amount has been incorrectly claimed by Council from the DPE through the fault of the Developer, in which case the Developer must repay Council only to the extent which the Total Recoupment Amount has been incorrectly paid to the Developer.

23 Not used

24 Not used

25 Application of s7.11 and s7.12 of the Act

25.1 For the purpose of section 7.4(5) of the Act, this Agreement:

- (a) subject to paragraph (b), excludes the operation of section 7.11 and section 7.12 of the Act,
 - (b) does not exclude the operation of s7.11(6) of the Act; and
 - (c) does not exclude the operation of section 7.24 of the Act,
- in relation to the Modified Development.

26 Termination

26.1 Development Consents

This Agreement terminates on the:

- (a) lapse of the Development Consent; or
- (b) formal surrender of the Development Consent; or
- (c) final determination by a Court of competent jurisdiction issuing a declaration that the Development Consent is invalid.

26.2 State Funding Agreement

The Developer can elect to terminate this Agreement by providing written notice to Council in the event that the State Funding Agreement is varied without the consent of the Developer so that the Total Recoupment Amount will not be forthcoming or will be significantly delayed.

26.3 If the State Funding Agreement is terminated by the DPE, the parties agree as follows:

- (a) If the DPE has terminated the State Funding Agreement and that termination does not arise from a breach by the Developer of this Agreement, the Developer (at its election):
 - (i) must complete the New Embellishment Works at the Developer's cost in accordance with the terms of this Agreement; or
 - (ii) cease undertaking the New Embellishment Works and must terminate this Agreement by providing written notice to the Council.
- (b) If the DPE has terminated the State Funding Agreement arising directly from a breach by Council of the State Funding Agreement which was caused solely by the Developer's breach of this Agreement, then the Developer must complete the New Embellishment Works at the Developer's cost in accordance with the terms of this Agreement.

27 Consequences

27.1 On the date of termination or rescission of this Agreement, subject to the following subparagraphs, each Party releases each other from any obligation to perform any term, or any liability arising out of, this Agreement after the date termination.

27.2 Subject to the application of clause 22.7 and clause 19.1 of this Agreement, Council must pay to the Developer upon termination of this Agreement any part of the Total Recoupment Amount that is due to the Developer under clause 22.

27.3 Termination or rescission of this Agreement does not release either party from any obligation or liability arising under this Agreement before termination or rescission.

28 Private Certifiers

Where Council is not the certifying authority for any aspect of the Modified Development, the Developer must on the appointment of a private certifier provide a copy of this Agreement to the private certifier.

29 Notices

29.1 Any notice to or by a Party under this Agreement must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.

29.2 Any notice may be served:

- (a) by delivery in person;
- (b) sent in electronic form (such as email);
- (c) by post; or

to the relevant address or email address of the recipient specified in the Summary Sheet or most recently notified by the recipient to the sender.

- 29.3 A notice, consent or other communication that complies with this clause is regarded as given and received:
- (a) if it is delivered, if received:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day;
 - (b) if it is sent by mail:
 - (i) within Australia - three Business Days after posting; or
 - (ii) to or from a place outside Australia – seven Business Days after posting; and
 - (c) if it is sent in electronic form, if the sender of the email can provide evidence of the dispatch of the email and non-receipt of a notice of the rejection or failure to deliver the email, if it was sent to the addressee's email system:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that Business Day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day.

30 Breach Notice and Rectification

- 30.1 If the Developer is, in the reasonable opinion of Council, in breach of an obligation under this Agreement, Council may provide written notice of the breach to the Developer and require rectification of that breach within a reasonable period of time (**Breach Notice**).
- 30.2 Unless there are compelling reasons to extend or abridge the period of time permitted for rectification (including to rectify a breach in accordance with the time for remedy specified by the DPE for a breach of the State Funding Agreement which is caused by a breach of the Developer of this Agreement), a reasonable period of time is taken to be fourteen days from receipt of written notification of the breach.
- 30.3 If the breach is not rectified within the time specified in the Breach Notice, or otherwise agreed between the Parties, Council may rectify the breach as the agent of the Developer and at the risk of the Developer. The Developer must pay all reasonable costs incurred by the Council in remedying the breach.

31 Dispute resolution

31.1 Disputes

If there is any dispute, difference of opinion or failure to agree relating to or arising from this Agreement (**Dispute**), that Dispute must be referred for determination under this clause.

31.2 No legal proceedings

The Parties must not bring or maintain any action on any Dispute (except for urgent injunctive relief to keep a particular position) until it has been referred and determined as provided in this clause.

31.3 Notice of disputes (Dispute Notice)

A Party referring a Dispute for determination must do so by written notice to the other parties which must specify the nature of the Dispute and a nominated officer of the referring party with sufficient authority to determine the Dispute.

31.4 **Negotiated resolution and selection of expert, if appropriate**

- (a) On service of the Dispute Notice the receiving Parties must refer the Dispute to an officer with sufficient authority to determine the Dispute. The nominated officers of each Party must meet at least once and use reasonable endeavours to resolve the Dispute by negotiation within 20 days of service of the Dispute Notice. Any resolution must be recorded in writing and signed by each nominated officer. By agreement, the nominated officers may employ the services of a mediator to assist them in resolving the Dispute.
- (b) If the nominated officers are unable to resolve the Dispute within 20 days of service of the Dispute Notice or such longer period as may be necessary, they must:
 - (i) if the Dispute can be determined by an appropriately qualified expert, endeavour within the following seven-day period to appoint an expert by agreement and clause 30.4(c), 30.5, 30.6 and 30.7 apply. That appointment must be recorded in writing and signed by each nominated officer;
 - (ii) if the dispute cannot be determined by an appropriately qualified expert, 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.
- (c) If the nominated officers do not record the appointment of an expert within that second seven day period, the expert must be appointed, at the request of any party, by the President for the time being (or if none, the senior elected member) of the Law Society of New South Wales.

31.5 **Assistance to the Expert (the Expert)**

If clause 30.4(b)(i) applies:

- (a) Once the Expert has been appointed (the **Expert**), the Parties must:
 - (i) each use their best endeavours to make available to the Expert all information the Expert requires to settle or determine the Dispute; and
 - (ii) ensure that their employees, agents or consultants are available to appear at any hearing or enquiry called by the Expert.
- (b) The Parties may give written submissions to the Expert but must provide copies to the other Parties at the same time.

31.6 **Expert's decision**

If clause 30.4(b)(i) applies:

- (a) The decision of the Expert must:
 - (i) be in writing and give reasons; and
 - (ii) be made and delivered to the parties within one month from the date of submission of the dispute to the Expert or the date of completion of the last hearing or enquiry called by the Expert, if later.
- (b) The Expert may conduct the determination of the Dispute in any way it considers appropriate but the Expert may, at its discretion, have regard to the Australian Commercial Disputes Centre's guidelines for expert determination of disputes or such other guidelines as it considers appropriate.
- (c) The Expert's decision is final and binding on the parties.
- (d) The Expert must act as an expert and not as an arbitrator.

31.7 **Expert's costs**

If clause 30.4(b)(i) applies:

- (a) The Expert must also determine how the expenses relating to the reference of the Dispute (including the Expert's remuneration) should be apportioned between the parties and in default of a decision by the Expert those expenses must be borne by the parties equally.
- (b) In determining the apportionment of costs the Expert may have regard to what the Expert, in its reasonable opinion, considers to be a lack of good faith or a failure to use reasonable endeavours by any party in assisting the Expert or resolving the dispute between the parties' nominated officers as required by this clause.

31.8 **Continual performance**

Each Party must continue to perform its obligations under this Agreement while any dispute is being determined under this clause.

32 **Registration of Agreement on Title**

32.1 **Acknowledgement**

The Landowner agrees to register this Agreement under section 7.6 of the Act on the Land and on registration by the Registrar-General the Agreement will be binding on and enforceable against the owners of the Land from time to time as if each owner for the time being had entered into this Agreement.

32.2 **Consents to Registration**

The Landowner must register this Agreement on the title of the Land within twenty-eight (28) days after it is entered into between the Parties. Each Party must promptly execute any document and perform any action necessary to affect the registration of this Agreement on the title of the Land.

32.3 **Release from Registration**

Provided the Developer is not in breach of any of its obligations under this Agreement, Council will at the request of the Developer or Landowner release part of the Land from registration of this Agreement where the Development Contributions have been made including completion of the New Embellishment Works and no other money is owing to Council under this Agreement. The obligations of the Council are satisfied when Council provides the Developer or Landowner with a signed Request in registrable form for the release of registration of this Agreement.

32.4 **Registration Expenses**

The Developer must pay Council's reasonable expenses including registration fees, any stamp duty, legal costs and disbursements, for the registration of this Agreement and the subsequent removal of registration, on an indemnity basis.

33 **Costs**

The Developer is to pay to the Council, the Council's reasonable directly incurred third party costs associated with the negotiation, preparation, exhibition, legal review, execution and registration of this Agreement within 7 days of a written demand by the Council for such payment, provided that the Council has submitted its written demand to the Developer within 30 days after the date of this Agreement.

34 GST

If any payment made by one Party to any other Party under or relating to this Agreement constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach or termination of, and indemnities arising from, this Agreement.

35 General

35.1 Assignment

- (a) Other than in accordance with this clause 35.1, the Developer and Landowner must not Assign any part of the Land and/or Assign their rights or obligations under this Agreement.
- (b) If the Developer or Landowner wishes to Assign any part of the Land and/or their rights or obligations under this Agreement, then the Developer or Landowner (as the case may be) must:
 - (i) provide a written request to Council for the consent of Council to the relevant Assignment;
 - (ii) provide Council with any evidence required by Council, acting reasonably, to satisfy Council that the third party in whose favour the Assignment is to be made (**Assignee**) is reasonably capable of performing the obligations under this Agreement that is to be Assigned to it;
 - (iii) obtain written consent of Council to the relevant Assignment; and
 - (iv) at no cost to Council, procure the execution by the Assignee of an appropriate deed where the Assignee agrees to be bound by the terms of this Agreement.
- (c) Council is under no obligation to consider granting its consent to any request made by the Developer or Landowner if, at the time the request is made, the Developer or Landowner is in breach of this Agreement.

35.2 Governing law and jurisdiction

- (a) This Agreement is governed by and construed under the law in the State of New South Wales.
- (b) Any legal action in relation to this Agreement against any Party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each Party by execution of this Agreement irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

35.3 Amendments

Any amendment to this Agreement has no force or effect, unless effected by a document executed by the parties.

35.4 Third parties

Except as provided for by clause 32.1 this Agreement confers rights only upon a person expressed to be a Party, and not upon any other person.

35.5 **Pre-contractual negotiation**

This Agreement:

- (a) expresses and incorporates the entire agreement between the Parties in relation to its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the Parties in relation to that subject matter or any term of that agreement.

35.6 **Further assurance**

Each Party must execute any document and perform any action necessary to give full effect to this Agreement, whether before or after performance of this Agreement.

35.7 **Continuing performance**

- (a) The provisions of this Agreement do not merge with any action performed or document executed by any Party for the purposes of performance of this Agreement.
- (b) Any representation in this Agreement survives the execution of any document for the purposes of, and continues after, performance of this Agreement.
- (c) Any indemnity agreed by any party under this Agreement:
 - (i) constitutes a liability of that party separate and independent from any other liability of that Party under this Agreement or any other agreement; and
 - (ii) survives and continues after performance of this Agreement.

35.8 **Waivers**

Any failure by any Party to exercise any right under this Agreement does not operate as a waiver and the single or partial exercise of any right by that Party does not preclude any other or further exercise of that or any other right by that Party.

35.9 **Remedies**

The rights of a Party under this Agreement are cumulative and not exclusive of any rights provided by law.

35.10 **Counterparts**

- (a) This Agreement may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document;
- (b) The Parties acknowledge and agree that each party may sign the Agreement electronically.
- (c) Each of the Parties acknowledges and agrees that a counterpart of this Agreement executed electronically by either Party and delivered in a hard copy format or by electronic transmissions is deemed to have the same legal effect as delivery of an original copy of this Agreement signed by either party using 'wet ink' signatures.
- (d) If a Party signs the Agreement electronically, the party must ensure that it signs the Agreement in compliance with the relevant legislation (including section 38 and 38A of the *Conveyancing Act 1919 (NSW)* and sections 9 and 14G of the *Electronic Transactions Act 2000 (NSW)*).

35.11 **Representations and warranties**

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any Law.

35.12 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 document, but the rest of this Agreement is not affected.

36 Definitions and interpretation

In this Agreement unless the context otherwise requires:

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

Agreement means this planning agreement and all schedules, annexures and appendices.

Approvals includes any approval, consent, licence, permission or the like and includes, without limitation, a Development Consent, Works Development Consent and a Certificate under Part 6 of the Act.

Assign as the context requires refers to any assignment, sale, transfer, disposition declaration of trust over or other assignment of a legal and/or beneficial interest.

Authority means (as appropriate) a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body, commission, department, agency, tribunal or other authority or body.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Central Park Playing Fields means those fields shown on the area identified in red on the Location Plan and, as at the date of this Agreement, are located on the Land.

Deed of Novation means the document entitled 'Deed of Novation Box Hill North Planning Agreement]' between the Council, the Developer and E.J. Cooper & Son Pty. Limited (ABN 64 000 269 750) dated on or around 24 March 2020 novating the Existing Planning Agreement from E.J. Cooper & Son Pty. Limited (ABN 64 000 269 750) to the Developer.

Defect means an error or omission in the carrying out of the New Embellishment Works by the Developer such that the New Embellishment Works fail to comply with the requirements of this Agreement.

Defects Liability Period means the period of 12 months from the date set out in the Certificate of Hand-Over.

Development means the development permitted under the Development Consent.

Development Consent means the development approved by The Hills Shire Council on 2 August 2019 under Notice of Determination No. 110/2019/HA as modified to include the Modified Development.

Development Contributions means the provision of a material public benefit, being the New Embellishment Works.

Dispute Notice means written notice provided by a Party referring a dispute for determination, specifying the nature of the dispute and a nominated officer of the referring party with sufficient authority to determine the dispute.

DPE means the Crown in right of the State of New South Wales acting through the Department of Planning and Environment (ABN 20 770 707 468).

Environment has the same meaning as set out in the Dictionary to the *Protection of the Environment Operations Act 1997* (NSW).

Existing Central Park Playing Fields Contribution means:

- (a) the dedication of the Central Park Playing Fields (4.37 hectares) valued in the Existing Planning Agreement at \$7,866,000 (Item No.10, Schedule 1 of the Existing Planning Agreement); and
- (b) carry out embellishment works for the Central Park Playing Fields, valued in the Existing Planning Agreement at \$3,277,500 (subject to indexation) (Item No 10.0, Schedule 3 of the Existing Planning Agreement).

Existing Planning Agreement means the Planning Agreement entitled 'Box Hill North Planning Agreement' between the Council and E.J. Cooper & Son Pty. Limited (ABN 64 000 269 750) dated 12 March 2015 which has been novated to the Developer pursuant to the Deed of Novation.

Force Majeure Event means any event or circumstance, or a combination of events or circumstances:

- (a) which arises from a cause beyond the reasonable control of a party, including:
 - (i) an act of God,
 - (ii) strike, lockout, other industrial disturbance or labour difficulty,
 - (iii) war (declared or undeclared), act of public enemy, blockade, revolution, riot, insurrection, civil commotion,
 - (iv) inclement weather;
 - (v) pandemic,
 - (vi) lightning, storm, flood, fire, earthquake, explosion, epidemic, quarantine
 - (vii) embargo, unavailability of any essential equipment or materials, unavoidable accident, lack of transportation,
 - (viii) strikes, lockouts or other industrial disputes, or
 - (ix) anything done or not done by or to a person, except the party relying on force majeure.

GST means any tax, levy, charge or impost implemented under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act.

Hand-Over or **Handed-Over** means the hand-over to the Council of an Item of Work in accordance with this Agreement upon the Developer achieving practical completion of the Item of Work in accordance with this Agreement.

Hand-Over Date means the date specified in Schedule 3 (Milestone – Handover of Works) in relation to the New Embellishment Works, subject to any extension of that date under clause 6.

Hand-Over Notice means a notice issued by the Council under clause 14.

Item of Works means an item of the New Embellishment Works.

Land means Lot 302 DP 1273518.

Law means all legislation, regulations, by-laws, common law and other binding order made by any Authority.

Location Plan means the plan contained in Schedule 1.

Milestones means the milestones set out in Schedule 3.

Milestone Date means the dates set out in Schedule 3.

Modification Application means the modification application to the Development Consent (DA110/2019/HA/A) for the carrying out of the New Embellishment Works and which will allow the Modified Development to be undertaken.

Modified Development means that part of the Development permitted under the Development Consent only as a result of the grant of the Modification Application.

New Embellishment Works means the works specified or described in Column 1 of Schedule 2 and includes any Item of Works and any part of any Item of Works.

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

Planning Legislation means the Act, the *Local Government Act 1993* (NSW) and the *Roads Act 1993* (NSW).

Project means to develop a detailed design and construct a hockey centre in the Box Hill North Precinct, to be known as the Box Hill North Regional Hockey Centre.

Recoupment Cost means a portion of the Total Recoupment Amount incurred as a result of carrying out the work in Column 2 of Schedule 2.

Rectification Certificate means a compliance certificate within the meaning of section 6.4(1)(a)(v) of the Act to the effect that work the subject of a Rectification Notice has been completed in accordance with the notice.

Rectification Notice means a notice in writing that identifies a Defect in the New Development Works and requires rectification of that Defect within a specified period of time.

Regulation means the *Environmental Planning and Assessment Regulation 2021* (NSW).

State Funding Agreement means the agreement entitled 'Funding Agreement – Box Hill North Regional Hockey Centre State Voluntary Planning Agreement Program' between Council and the DPE which was provided to Council on 17 October 2022.

State Funds means the funds payable to Council pursuant to the State Funding Agreement for the carrying out of the New Embellishment Works totalling \$11.248 million (exclusive of GST)..

Subdivision Certificate has the same meaning as in section 6.4(d) of the Act.

Total Recoupment Amount means \$11.248 million (exclusive of GST).

Works-As-Executed-Plan means detailed plans and specifications of the completed New Embellishment Works.

36.2 Interpretation

In this document unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;

- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to a provision of an Act or Regulation is a reference to that provision as at the date of this document;
- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
- (i) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (m) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- (n) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- (o) when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done and the money paid on the immediately following Business Day; and
- (p) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

Schedule 1 – Location Plan



Schedule 2 – New Embellishment Works

	Column 1	Column 2
No	Items of Works	Total Recoupment Amount
1	Sports field embellishment including two synthetic fields	\$11.248 million (excl. GST)
2	Additional amenities building embellishments including 4 x change rooms, meeting room and additional storage	
3	Seating embellishments including integrated spectator seating with amenities building	
4	Additional pathways embellishments	
5	Lighting embellishments including competition level lighting	
6	Additional BBQ facilities embellishments	
7	Adventure playground with loop track, trampolines and nature play	
8	Skate ramp and rails	
9	Table Tennis Tables	
10	Outdoor gym equipment	
11	2 x basketball and netball courts	
12	2 x multi-purpose courts inclusive of tennis	
13	Dog park	
14	Services and utilities for delivery of the New Embellishment Works	
15	Design	
16	Contingencies	
17	In relation to the New Embellishment Works identified in Item No 1 – 16 above and subject to any variation required to the State Funding Agreement: (a) any variations to those New Embellishment Works; and (b) other ancillary additional embellishment, for example additional parking and landscaping.	

Schedule 3 – Milestones and Milestone Dates

	Column 1	Column 2
No	Milestone	Milestone Date
1	Physical commencement of the New Embellishment Works	20 February 2023

	Column 1	Column 2	Column 3
No	Milestone	Milestone Date	Responsibility
1	Construction Certificate/Subdivision Works Certificate Application The Developer, at its own cost, is to prepare and submit to the Council or a person specified by the Council, detailed plans and specifications in relation to the Item of Work as part of the Construction Certificate/Subdivision Works Certificate application.	3 October 2022	Developer
2	Construction Certificate/Subdivision Works Certificate Approval Developer must obtain written approval of Council to the plans and specifications relating to the Item of Work as part of the Construction Certificate/Subdivision Works Certificate application.	25 November 2022	Developer
3	Procurement/Tender Procurement process for works including awarding tender	9 December 2022	Developer
5	Project Practical Completion	16 April 2024 (or as extended in accordance with clause 6)	Developer

	Column 1	Column 2	Column 3
No	Milestone	Milestone Date	Responsibility
6	Hand-Over of Works Achieve practical completion and Hand-Over the New Embellishment Works to Council	16 May 2024 (or as extended in accordance with clause 6)	Developer

Schedule 4 – Funding Agreement obligations

The Developer must comply with the obligations set out below.

- (1) Use the State Funds to undertake and complete the New Embellishment Works and for no other purpose.
- (2) Commence and complete the New Embellishment Works in accordance with the Milestones, subject to clause 6.7.
- (3) Carry out the New Embellishment Works:
 - (a) in an efficient, effective, economical and ethical manner;
 - (b) diligently and to a high standard;
 - (c) in accordance with the Project Plan at **Annexure 1** (including as varied under the State Funding Agreement; and
 - (d) in accordance with all applicable Laws (as that term is defined in the State Funding Agreement), including but not limited to:
 - (i) all Laws relating to work, health and safety including (but not limited to), the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW) and all reasonable directions from Council in relation to work, health and safety; and
 - (ii) doing all things reasonably required to allow the Council to comply with the *State Records Act 1998* (NSW) and the *State Records Regulation 2015* (NSW).
- (4) In relation to the Developer engaging subcontractors:
 - (a) have a written contract with each of its subcontractors to ensure that each subcontract is consistent with and allows the Developer to give effect to its obligations under this Agreement;
 - (b) ensure the suitability of a subcontractor for the work proposed to be carried out;
 - (c) ensure that the Developer's subcontractors comply with the terms of this Agreement and not do anything, or omit to do anything, which if done or omitted to be done by the Developer would be in breach of the Developer's obligations under this Agreement; and
 - (d) the Developer will be deemed responsible for any and all breaches of this Agreement committed by the Developer's subcontractors as if the Developer has breached this Agreement itself.
- (5) Pay all taxes, duties and government charges imposed or levied against the Developer in the performance of this Agreement.
- (6) Within twenty (20) Business Days of a request by Council, pay to Council any amount owed or payable by Council to the DPE or which the DPE is entitled to recover from Council under the State Funding Agreement, but, in each case, only where the relevant amount arises from a breach of this Agreement by the Developer, and which Council is in turn entitled to recover from the Developer under this Agreement where that amount has been paid to the Developer. This obligation survives termination of this Agreement.
- (7) If the cost of the New Embellishment Works are less than the State Funds, comply with any notice by Council to deal with Unexpended Funding (as that term is defined in the State Funding Agreement) in accordance with any conditions that the DPE considers appropriate, and which are notified to the Developer by Council within a reasonable time following Practical Completion, including conditions relating to the ongoing use and expenditure by Council of that amount for particular goals or objective associated with the Project. This obligation survives termination of this Agreement.
- (8) Pay to Council any Interest (as that term is defined in the State Funding Agreement) imposed by the DPE pursuant to clause 7 of the State Funding Agreement where the

Interest is imposed on Council as a result of the Developer not complying with paragraph (7).

- (9) Ensure that such of the State Funds which have been paid to the Developer by the Council and are not yet expended are held in an account in the Developer's name which the Developer solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia and that is an account that complies with any other reasonable requirements of the DPE (as notified to the Developer by Council).
- (10) Provide such information required by Council to allow it to keep financial accounts and Records (as that term is defined in the State Funding Agreement) relating to the State Funds and the New Embellishment Works that identify all receipts and payments related to the State Funds and the New Embellishment Works and all interest earned on the State Funds.
- (11) Unless otherwise notified by Council, provide such information as is necessary to allow Council to prepare financial statements for the New Embellishment Works in accordance with Australian Accounting Standard (as that term is defined in the State Funding Agreement) including a register of the Assets (as that term is defined in the State Funding Agreement) created, acquired, written-off or Disposed (as that term is defined in the State Funding Agreement) during the Financial Year (as that term is defined in the State Funding Agreement) to date.
- (12) Provide such information required by Council to allow it to create and maintain full and accurate accounts and Records (as that term is defined in the State Funding Agreement) of the conduct of the New Embellishment Works including, without limitation, all progress against the Milestones and receipt and use of the State Funds.
- (13) Obtain all necessary statutory approvals in relation to the New Embellishment Works and provide a copy of each statutory approval to Council within three (3) weeks after obtaining each statutory approval.
- (14) In relation to confidentiality:
 - (a) maintain confidence of all Confidential Information of the DPE and ensure that such Confidential Information is kept confidential;
 - (b) secure all of the DPE's Confidential Information against loss and unauthorised access, use, modification or disclosure;
 - (c) if requested by Council following a request from the DPE, provide a written undertaking in a form acceptable to the DPE relating to the use and non-disclosure of the DPE's Confidential Information;
 - (d) the obligations of confidentiality will not be taken to have been breached to the extent that the DPE's Confidential Information:
 - (i) is required to be disclosed by law, in which case the Developer must immediately notify Council of the requirement and must take lawful steps and permit the opposition or restriction of the disclosure to preserve, as far as possible, the confidentiality of the DPE's Confidential Information;
 - (ii) is disclosed by the Developer to its employees and any contractor retained by the Developer to undertake the New Embellishment Works solely in order to comply with its obligations, or to exercise its rights, under this Agreement and in circumstances where those employees and the contractor are bound to the Developer to maintain the confidence of that Confidential Information;
 - (iii) is disclosed to the Developer's internal management Personnel, solely to enable effective management or auditing of activities related to this Agreement;
 - (iv) is in or enters the public domain for reasons other than the Developer's breach of this Agreement; or

- (v) is disclosed to the Developer's professional advisers (or its consultant's, and subcontractor's professional advisers) to obtain professional advice as necessary to allow the New Embellishment Works to be carried out;
 - (e) When the Developer discloses the DPE's Confidential Information to another person pursuant to paragraph (d), the Developer must notify the receiving person that the information is confidential.
 - (f) This paragraph (14) survives expiry or termination of this Agreement and will continue until the DPE's Confidential Information is in the public domain.
- (15) In undertaking the New Embellishment Works, the Developer agrees:
- (a) not to do any act or engage in any practice which, if done or engaged in by the DPE, would be a breach of Privacy Law (as that term is defined in the State Funding Agreement);
 - (b) to comply with the Privacy Law;
 - (c) to comply with any directions, guidelines, determinations or recommendations of the DPE to Council, to the extent that they are consistent with the Privacy Law;
 - (d) to notify Council immediately if it becomes aware of a breach or possible breach of its obligations set out in paragraphs (a) to (c); and
 - (e) this paragraph (15) survives expiry or termination of this Agreement.
- (16) In relation to promotion of the New Embellishment Works:
- (a) unless otherwise notified by Council, the Developer agrees, in all publications, promotional and advertising Materials (as that term is defined in the State Funding Agreement), public announcements promotional plaques and activities by the Developer in relation to the New Embellishment Works, or any products, processes or inventions developed as a result of the New Embellishment Works, to acknowledge the financial and other support Council has received by the New South Wales Government in accordance with the Funding Acknowledgement Guidelines (as that term is defined in the State Funding Agreement), or as other approved by the DPE prior to its use;
 - (b) where the Developer is provided State Funds to product any publication, a copy of the publication must be provided to Council if requested by the DPE;
 - (c) the Developer must provide Council with no less than twenty (20) Business Days notice of any proposed publications, promotional and advertising Materials or public announcement and activities by the Developer in connection to the New Embellishment Works and must provide to Council:
 - (i) all such information as reasonably requested by the DPE regarding the time and date of the proposed publications, promotional and advertising Materials or public announcements and activities; and
 - (ii) do such things as required to allow a representative of the DPE to attend or participate in (including making an announcement at any public announcement or activity) which the DPE may choose to do so in its absolute discretion;
 - (d) the Developer must provide to Council Promotional Material (as that term is defined in the State Funding Agreement) to enable the DPE to publicise, promote and report on the New Embellishment Works. The Developer will be solely responsible for obtaining all necessary Intellectual Property Rights (as that term is defined in the State Funding Agreement) for the DPE's use of the Promotional Material;
 - (e) the Developer must grant to the DPE and Council a permanent, irrevocable, royalty-free, worldwide, non-exclusive, transferable licence (including the right

to sublicence) to use, reproduce, exploit, communicate, adapt and distribute the Promotional Material for the purpose in paragraph (d);

- (f) paragraphs (d) and (e) survive expiry or termination of this Agreement; and
 - (g) if this Agreement expires or terminates, the DPE must comply with any request by Council for the Developer to remove any Promotional Material.
- (17) Not do anything to bring the Developer into a situation where it has a conflict of interest with the DPE and, if the Developer identifies that there is a conflict of interest (whether actual, perceived or potential) it must immediately notify Council, take proactive steps to mitigate the impact of the conflict of interest, take steps to remove or manage the conflict of interest and do anything which Council reasonably requests of the Developer (at the direction of the DPE) to remove or manage the conflict of interest.
 - (18) Liaise with and provide information, any reports or other document reasonably requested by Council, including at any Milestone, so that Council can satisfy the reasonable requests of the DPE for any such information, reports and other document.
 - (19) Comply with Council's reasonable requests, directions, monitoring or reporting requirements so that Council can discharge its obligations to comply with the Departments requests, directions, monitoring or reporting requirements.
 - (20) Respond to all of Council's reasonable requests and provide any information that Council reasonably requires to comply with the DPE's requests for information in relation to the DPE conducting a review and final evaluation of the state voluntary planning agreements program.
 - (21) Provide to Council any information, reports or other documents required by Council to provide to the DPE a written:
 - (a) Quarterly Update Report in accordance with Schedule 3 of the State Funding Agreement;
 - (b) Project Acquittal Report upon completion of the Project in accordance with Schedule 3 of the State Funding Agreement; and
 - (c) Procurement Certificate following completion of the Project in accordance with Schedule 3 of the State Funding Agreement.
 - (22) Take all reasonable actions required by Council to rectify any error, non-compliance or inaccuracy identified in an audit of Council in relation to the Project or Council's performance of the State Funding Agreement where that error, non-compliance or inaccuracy identified in an audit is due to an act or omission of the Developer.
 - (23) If a dispute arises between Council and the DPE under the State Funding Agreement, the Developer agrees to co-operate fully with Council in Council's can attempted resolution of that dispute with the DPE.

DRAFT

PROJECT PLAN

Corner Red Gables Road / Cataract Road, GABLES

This Project Plan is intended to provide the basis for the delivery of the **Box Hill North Regional Hockey Centre** under the NSW Special Infrastructure Contributions Scheme from project inception until implementation or project completion. It describes how the project will be delivered. The Plan will be prepared by the Delivery Agency after discussion with the NSW Department of Planning, Industry & Environment (DPIE). This template is to be completed by the Project Manager for the Delivery Agency.

Project Name:	<i>Box Hill North Regional Hockey Centre</i>
GIS ID:	
Project Description:	<i>Development of a hockey complex to service a regional demand for this sport.</i>
Location:	<i>Sydney Metro – Gables (Box Hill North)</i>
Project CM9 container (internal)	

Delivery Agency	<i>The Hills Shire Council</i>	Program or project group	<i>SVPA</i>
Authorised Project Contact:		Project Sponsor:	

Version No.	4	Date updated:	<i>09 August 2022</i>
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2. PROJECT DEFINITION

2.1 Scope

This section should come from the Project nomination agreed to by the NSW Department of Planning, Industry & Environment in consultation with the Delivery Agency.

If there are any changes in scope (particularly following any concept development work) they should be highlighted here and agreed by the Client. *This includes what is included in, or excluded from, the project. Some examples of scope items are technology, geography, legislation, etc.*

Inclusions:

- Site establishment and associated general items
- Earthworks
- Drainage
- Soil works
- Planting and turf
- Car park
- Pavements
- Amenities building??
- Edging and rockwork
- Walls and stairs
- Handrails and balustrades
- Hockey pitches x 2
- Playground and equipment
- Park furniture including picnic structures
- Outdoor fitness equipment

- Dog off-leash area
- Signage
- Electrical and lighting
- Hydraulic and irrigation
- Establishment

Exclusions: [Insert here from the Agreed Project nomination]

- Contamination
- Traffic management
- Maintenance facilities
- Authority fees and /or approvals
- Consultant fees
- Scope beyond boundary

2.2 Major deliverables

This section should come from the Project nomination Any changes should be highlighted here and agreed by the Client. *This includes the tangible end product(s) or deliverable(s) that the project will provide or create*

- International standard hockey fields x 2 inclusive of synthetic playing surfaces, sports field lighting, fencing and player / officials technical area
- Amenities building inclusive of changerooms x 4, toilets, canteen, storage facilities, meeting room / office space, referee and first aid rooms, services / plant room, spectator facilities
- Car parking
- Playground
- Outdoor fitness equipment
- Dog off-leash area
- Park furniture
- Signage
- Associated infrastructure including electricals and lighting, hydraulics and irrigation, drainage, landscaping, walls, stairs, balustrades and handrails

2.3 Assumptions, constraints and interdependencies

This section should come from the Project nomination. Any changes should be highlighted here and agreed by the Client. *This includes any expectations or restrictions on time, resources, funding etc. This may include functional requirements, physical limits and any relevant standards or codes, technology and legislation. Also, list. It also includes interdependencies with other Divisions or other projects that may be impacted.*

Assumption, constraint or interdependencies	Impact/comment	When (what year/s)
<i>Delays in servicing the site for water and sewer</i>	<i>Engage with relevant service providers to mitigate the risk</i>	<i>2022</i>
<i>COVID-19</i>	<i>Delays in having construction crews available or access to infrastructure and materials</i>	<i>2021/22</i>
<i>Floods in NSW</i>	<i>Delays in accessing resources – labour and materials due to priorities going to flood affected areas</i>	<i>2022/23</i>
<i>Current Global Environment</i>	<i>Delays accessing resources – labour and materials due to priorities going to flood affected areas</i>	<i>2022/23</i>

[Type additional comments here]

2.4 Success Criteria/Expected Benefits (if applicable)

This section should come from the Project nomination. It summarises how benefits and success criteria will be measured. Examples of measures include financial savings, customer service improvements, reduction in delays, achievement of environmental targets or contribution to a corporate KPI. If benefits realisation plan is being prepared please append to Project plan instead of filing out the below.

Success criteria/ Measured Benefit	Benefits Owner	How will it be measured	Who will benefit
<i>Provision of international standard hockey complex</i>	<i>THSC</i>	<i>Hockey complex is delivered in accordance with this Project Plan and approved plans</i>	<i>THSC, Hockey NSW, local and Regional Schools, local Community</i>
<i>Delivery of open space opportunities for the Northwest Growth Area</i>	<i>THSC NSW Government</i>	<i>Open space site is embellished in accordance with this Project Plan and approved plans</i>	<i>THSC, Hockey NSW, local and Regional Schools, local Community</i>

Note: The benefits owner is the person accountable for the benefit being delivered. Most often the owner of the end product i.e. the Client or the Asset Owner.

[Type additional comments here]

3 PROJECT TEAM AND GOVERNANCE

3.1 Project Team

List the names of the individuals who have a key role in delivering the project.

Name	Role	Delivery Agency	External/ Internal
<i>Thomas Fehon</i>	<i>Project Manager</i>	<i>Stockland</i>	<i>External</i>
<i>TBC</i>	<i>Design Manager</i>	<i>Stockland</i>	<i>External</i>
<i>Robert Szoszkiewicz</i>	<i>Asset Client</i>	<i>THSC</i>	<i>Internal</i>
<i>TBC</i>	<i>Planning approvals</i>	<i>DPE</i>	<i>External</i>

3.2 Delivery Agency Project control group

Role	Representative name
<i>Chair</i>	<i>David Reynolds</i>
<i>Program Manager</i>	<i>Michael Lathlean</i>
<i>Project Manager</i>	<i>Robert Szoszkiewicz</i>
<i>Asset Manager</i>	<i>Robert Szoszkiewicz</i>
<i>Legal</i>	<i>Miranda Aiden</i>
<i>Risk</i>	<i>Fiona Coad</i>
<i>Finance</i>	<i>Chandi Saba</i>
<i>Engagement</i>	<i>Desley Stewart</i>
<i>Procurement</i>	<i>Hasitha Buckman / Mandy Manual</i>
<i>Operations / Maintenance</i>	<i>Sarah Barwick / Stephen Kenna</i>
<i>Buildings</i>	<i>Daren Price</i>

4 STAKEHOLDER MANAGEMENT AND COMMUNICATIONS (if applicable)

Agency to attach stakeholder and communications plan if developed, otherwise complete table below.

Internal Stakeholders	Name	Method
<i>Strategic/Business Client</i>	<i>David Reynolds</i>	<i>Monthly meetings with NSW Department of Planning and Environment</i>
<i>Asset Client</i>	<i>Robert Szoszkiewicz</i>	<i>Project Team</i>
<i>Engagement</i>	<i>Desley Stewart</i>	<i>Internal meetings as required</i>
<i>Legal and Governance</i>	<i>Miranda Aiden</i>	<i>Internal meetings as required</i>
<i>Property</i>	<i>Stephen Cullen</i>	<i>Internal meetings as required</i>
<i>Council</i>	<i>Michael Lathlean</i>	<i>Internal meetings as required</i>

External Stakeholders	Name	Method
<i>Ratepayers & residents Public</i>	<i>TBC</i>	<i>Early meeting at project commencement (organised by Communications) and regular meetings during project at key milestones</i>
<i>NSW Department of Planning & Environment</i>	<i>TBC</i>	<i>Client</i>
<i>Infrastructure NSW (invitation by DPE)</i>	<i>TBC</i>	<i>Assurance of the Final Business Case</i>
<i>Stockland</i>	<i>TBC</i>	<i>Meetings during planning / design and construction phases, and regular meetings during project at key milestones</i>
<i>State Catholic Education Department</i>	<i>TBC</i>	<i>Meetings during planning / design and construction phases, and regular meetings during project at key milestones</i>
<i>Hockey NSW</i>	<i>TBC</i>	<i>Meetings during planning / design and construction phases, and regular meetings during project at key milestones</i>

5 COST MANAGEMENT (BUDGET AND CAPITAL ACCOUNT)

Summarise the Budget and the Capital Account below. The detailed Capital Account is to be provided as an Attachment. For projects being delivered by Council Projects, this is to be done in conjunction with the Project Governance Manager.

5.1 Project cashflow

	Prior year (if applicable)	FY2020	FY2021	FY2022	FY2023	FY 2024	TOTAL project
Income: e.g. grants							
Approved income from DPE – Tranche 1				\$5.624M (Aug 2022)			\$11.248M
Approved income from DPE – Tranche 2				\$5.624M (Oct 2022)			
Income from other sources			\$9.6M				\$9.6M
Expenditure:							\$19.98M
Purpose							
<i>Design</i>							
<i>Resourcing</i>							
<i>Approvals and Consultation</i>							
<i>Supply/Construction</i>			\$9.6M	\$11.248			\$9.98M8
<i>Contingencies</i>							
Total							\$19.98M

5.2 Cost description (DPE provided funding only)

Cost Area	Description	Cost Estimate
<i>Supply</i>	<i>Construction of Facility</i>	<i>\$11.248M</i>
<i>Landscape and Civil</i>	<i>District Level Facilities inclusive of:</i> <ul style="list-style-type: none"> - <i>Synthetic fields x 2</i> - <i>Multi-purpose courts x 4 / warm up area</i> - <i>Futsal courts / warm up area</i> - <i>Competition level sports field lighting for hockey</i> - <i>Integrated spectator seating for playing fields</i> - <i>Adventure playground incorporating loop track and nature play</i> - <i>Outdoor gym equipment</i> - <i>Outdoor table tennis table</i> - <i>Dog off-leash area</i> - <i>Skate ramps and rails</i> - <i>Bar-be-que and picnic facilities</i> 	<i>\$5,623,040</i>
<i>Amenities Building</i>	<i>District Level Facility inclusive of:</i> <ul style="list-style-type: none"> - <i>Changerooms x 4</i> - <i>Male / female/ accessible toilets</i> - <i>Canteen / kiosk</i> - <i>Meeting room / office space</i> - <i>Referee rooms x 2</i> - <i>First aid room</i> - <i>Storage facilities x 3</i> - <i>Cleaners storage</i> - <i>Services / electrical room</i> - <i>Hot water unit area</i> - <i>Awning area for spectators</i> 	<i>\$2,580,922</i>
<i>Design</i>	<i>District Level Facility</i>	<i>\$1,230,595</i>
<i>Contingencies</i>	<i>20%</i>	<i>\$1,813,443</i>
Total		\$11.248M
Rate per square metre		\$/m2

5.3 Procurement

Outline the goods or services that will be procured for the project and identify how they will be obtained, in accordance with the relevant procurement policies and procedures. Please include procurement plan, if not available please complete table below.

Procurement will be carried out by Stockland, the developer responsible for delivering this VPA project. Council will ensure it has representation as part of this process.

Goods & Services	Cost Estimate	Procurement Method	Contract Form	Responsibility
<i>Head Design Consultant</i>	<i>\$</i>	<i>Request for Quotation</i>		<i>Stockland</i>
<i>Survey</i>	<i>\$</i>	<i>Request for Quotation</i>		<i>Stockland</i>
<i>Quantity Surveyor</i>	<i>\$</i>	<i>Request for Quotation</i>		<i>Stockland</i>
<i>Construction</i>	<i>\$</i>	<i>Request for Tender</i>		<i>Stockland / Council</i>

6 PROJECT PROGRAM AND MILESTONES

6.1 Milestones

Outline the program and key milestones for the implementation of the initiative and indicate responsibility for the achievement of deliverables. This is to be done in conjunction with programming staff. The detailed Project Program is to be included as an attachment.

Attach project program or schedule, otherwise please complete table below.

Major Project Stages and Milestones		Project Plan Date
1	Lodge Section 4.55 to existing Development Consent	13 April 2022
2	Funding Agreement approved	31 August 2022
3	Set up Project Control Group	31 August 2022
4	Section 4.55 approved (note: assumes a 12-week assessment period)	31 August 2022
5	Lodge Construction Certificate	09 September 2022
6	Funding agreement signed and Tranche 1 funds released	30 September 2022
7	Construction Certificate approved (note: assumes a 4-week assessment period)	07 October 2022
8	Call for Tender	12 September 2022
9	Tender Award	09 December 2022
10	Contract executed between Stockland and appointed Contractor	16 December 2022
11	Contractor Mobilisation	09 January 2023
12	Preliminaries	16 January 2023
13	Site Establishment	16 January 2023
14	Commencement of Construction	23 January 2023
15	Earthworks	23 January 2023
16	Tranche 2 funds released	20 February 2023
17	Commence Infrastructure Delivery including: <ul style="list-style-type: none"> Services and Utilities Synthetic Playing Fields Sports Field Lighting Amenities Building Multi-purpose / Warm Up Courts Car Park Spectator Facilities Youth Play Space Dog Off-leash Area Pathways Landscaping	20 February 2023
18	Project Practical Completion	16 April 2024
19	Defects Liability Period ends (note: assumes a 12 month period)	16 April 2025
20	Project Close Out	16 April 2025

6.2 Review Hold Points / Stage Gates (applicable to design/project definition projects only)

Identify the review hold points required during the delivery of the project. Examples of review hold points could include design reviews, 100% documentation review, pre-tender reviews, tender evaluations, etc.

Review Hold Point	Date	Review Method	Prepared By	Approved By
1 Review of existing DA Consent	13 April 2022	Approval Process	Stockland	Council
2 Final Concept Design	14 April 2022	PCG Approval	Stockland	Council

Review Hold Point		Date	Review Method	Prepared By	Approved By
3	Final Approvals Obtained	31 August 2022	PCG	Stockland	Council
4	Procurement Process	12 September – 09 December 2022	PCG	Stockland / Council	Council
5	Contract Execution	16 December 2022	PCG	Stockland	Stockland
6	Project Commencement	16 January 2023	PCG	Stockland	Council
7	Project Practical Completion	16 April 2024	PCG	Stockland	Council
8	Project Close Out	16 April 2025	Construction complete / hand over of site to Council	Stockland	Council
9	Final Reporting and Acquittals	30 June 2025	Close out reporting	Council	DPE

6.3 Authorities and approvals

This section should come from the Project nomination. It includes key authorities and approvals required to deliver the project and identify who will be responsible for obtaining them. Authorities and approvals could include planning approvals, RTA approvals, landowners consent, Council approvals. E.g. -

DA (Part 4 of EPAA), Part 5 EPAA, Roads Act, SEPP (Infrastructure) 2007, Complying Development, Exempt Development, Other Government Body.

Only fill in if not addressed in project schedule/program in 6.1.

Authority	Approval Required	Date	Responsibility
<i>Council</i>	<i>Environmental Approvals</i>	<i>31 August 2022</i>	<i>Stockland</i>
<i>Council</i>	<i>DA / CC Approval</i>	<i>31 August 2022</i>	<i>Stockland</i>

6.4 Other special requirements and compliance obligations

This section should come from the Project nomination.

List any special requirements, or compliance obligations, and provide details of the possible implications on the project – including environmental, safety, heritage, contamination, information technology.

Works need to be in accordance with Council's Development Control Plan and Contributions Plan, and the facilities use must adhere to the requirements of the Local Government Act through Council's Plan of Management for community land.

7 RISK MANAGEMENT PLAN

Risks must be managed in adherence to the corporate Risk Management process.

Delivery agency to attached Risk management Plan if available, otherwise please complete table below. Please include any contentious issues or project sensitivities that DPIE should be aware of.

Is a Risk Summary Sheet attached? ☐ Yes ☒ No

Potential Project Risk	Severity	Controls or Response Strategy
<i>Delays in servicing the site for water and sewer</i>	<i>Moderate</i>	<i>Engage with relevant service providers to mitigate the risk</i>
<i>Delays in finalising connection to recycled water</i>	<i>Low</i>	<i>Agreement being finalised between Stockland and Council</i>
<i>COVID-19</i>	<i>Moderate</i>	<i>Delays in having construction crews available or access to infrastructure and materials</i>
<i>Floods in NSW</i>	<i>Moderate</i>	<i>Delays in accessing resources – labour and materials due to priorities going to flood affected areas</i>
<i>Current Global Environment</i>	<i>Moderate</i>	<i>Delays accessing resources – labour and materials due to priorities going to flood affected areas</i>

7.1 Quality management (design & construction projects only)

List any quality expectations or quality standards that need to be met (i.e. specific quality activities or deliverables or Client acceptance criteria); also indicate how the quality will be achieved and assessed (including quality control, quality audits, quality assurance)

Please fill out the table below or attach a detailed quality management plan.

Delivery agency to attached quality management Plan if available, otherwise please complete table below.

Quality activity, deliverable or quality acceptance criteria	Quality standard	Acceptable deviations	Measure or method for assessing quality	Review Date	Resp

[Type any additional comments or notes here]

8 REFERENCES / ATTACHMENTS

Provide references to other relevant documents, if required. Example:

1. Stage 1 Funding Agreement
2. Detailed Project Gantt chart, work program and resourcing schedule
3. Project organisational chart / roles and responsibilities
4. Detailed budget and cashflow
5. Communications plan
6. Risk management summary
7. Procurement Management Plan
8. Quality Management Plan
9. Project File structure
10. Probity plan
11. Project management/control tools i.e. risk log, issues log, change log, action log, decisions log
12. Other – e.g. O&H management plan or environmental management plan

9 ENDORSEMENT

Role	Name	Signature	Date	Comments
Agency Authorised Contact:	[Type here]			
Project Sponsor:	Program Manager Infrastructure Grants & Delivery			

Prepared by: [Type your Name & Title here]
Date: [Type the date this document was prepared here]

Execution Page

The common seal of The Hills Shire Council
was affixed under a resolution passed by council
on
in the presence of:

.....
General Manager

.....
Mayor

.....
Print Name

.....
Print Name

.....
Witness

.....
Print Name

Executed by Stockland Development Pty Limited (ACN 000 064 835) by the party's attorney pursuant to power of attorney registered Book 4741 No 742 who states that no notice of revocation of the power of attorney has been received in the presence of:

.....
Signature of Witness

.....
Signature of Attorney

.....
Print name

.....
Print name

Executed by AW Bidco 4 Pty Limited (ACN 637 312 700) by the party's attorney pursuant to power of attorney registered Book No who states that no notice of revocation of the power of attorney has been received in the presence of:

.....
Signature of Witness

.....
Signature of Attorney

.....
Print name

.....
Print name