

# Voluntary Planning Agreement

**August 2024**

City of Parramatta Council

ABN 49 907 174 773

**(Council)**

Karimbla Properties (No 61) Pty Ltd

ACN 622 383 733

**(Developer)**

And

Meriton Properties Pty Ltd

ACN 000 698 626

**(Guarantor)**

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# Agreement

**Date** 28 AUGUST 2024

## Parties

### First party

**Name** City of Parramatta Council (Council)  
**ACN** 49 907 174 773  
**Contact** Group Manager, Infrastructure Planning and Design  
**Telephone** (02) 9806 5050

### Second party

**Name** Karimbla Properties (No 61) Pty Ltd (Developer)  
**ACN** 622 383 733  
**Contact** Manager Planning  
**Email** generalcounsel@meriton.com.au

### Third party

**Name** Meriton Properties Pty Ltd (Guarantor)  
**ACN** 000 698 626  
**Contact** Manager Planning  
**Email** generalcounsel@meriton.com.au

## Background

- A. On 6 September 2023, 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.
- B. The Instrument Change application was accompanied by a letter of offer by the Developer, dated 14 September 2023, to enter into this agreement to make contributions for public purposes associated with the Instrument Change and the Development.

## Operative part

### 1 Definitions

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

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

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

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

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

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

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

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

**Bond** means an insurance bond from 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;

**Certification Regulation** means the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*;

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

**Community Hub** means the proposed community facility described in clause (a) in Schedule 1 to be located in a building in Block F as shown in Annexure A;

**Community Hub Stratum Lot** means a stratum lot in the Development that contains the Community Hub, including car parking spaces;

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

**Construction Terms** means the terms set out in Schedule 2;

**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;

**Defect** means any error, omission, defect, non-conformity, discrepancy, shrinkage, blemish in appearance or other fault in the Developer's Works or any other matter which prevents the Developer's Works from complying with the terms of this document or being used for the purposes for which it was intended, but excludes any intentional or wilful damage caused by Council, their agents, or other third parties under their control (including the public);

**Development** means the development on the Land to be carried out under Development Application 53/2022, any subsequent modifications to that application as well as any future Development Applications including modifications after the Instrument Change generally as anticipated in the Planning Proposal as shown on the plan at Annexure A;

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

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

**Easement Site** means that part of the Land with a minimum area of 595 sqm located between Blocks C and D of the Development to be subject to a public access easement under clause 6.5 of this agreement, and generally shown as Public Access Easement on the plan at Annexure A;

**Easement Terms** means the terms of a public access easement as set out in Schedule 3;

**ELN** means an Electronic Lodgement Network for the preparation of electronic dealings and their lodgement with LRS;

**ELNO** means an Electronic Lodgement Network Operator providing electronic conveyancing services;

**Final Lot** means a final lot in the Development created under a Subdivision Plan or Strata Plan that, based on any relevant Development Consent, is intended to be used for residential or commercial purposes and is not intended to be further subdivided;

**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;

**Guarantor** means Meriton Properties Pty Ltd;

**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 an amendment to *Parramatta Local Environmental Plan 2023* in response to the Planning Proposal.

**Land** means Lot 22 in DP21386, Lot 2 in DP9614, Lot 3 in DP9614, Lot 4 in DP9614, Lot 61 in DP 819136, Lot 62 in DP 819136 and Lot 1 in DP1219291, known as 263-281 Pennant Hills Road, Carlingford;

**Landowner** means Karimbla Properties (No. 61) Pty Ltd;

**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);

**LRS** means NSW Land Registry Services;

**Management Statement** means either the building management statement pursuant to section 196J of the Conveyancing Act 1919 or the strata management statement for the pursuant to section 108 of the Strata Schemes Development Act 2015 accompanying the Stratum Plan;

**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 of this agreement;



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

**Park Land** means that part of the land to be dedicated to Council as Public Reserve in accordance with clause 6.3 of this agreement, being land that has a minimum area of 5455 square metres and generally shown as land zoned RE1 on the plan at Annexure A;

**Park Works** means the Works to embellish the Park Land described in clause (b) of Schedule 1 and more particularly described in the Infrastructure Services Delivery Plan in Schedule 5;

**Planning Proposal** means a Planning Proposal numbered PP-2023-1921 seeking to amend *Parramatta Local Environmental Plan 2023* to:

- (a) Reconfigure the existing R4 High Density Residential and RE1 Public Recreation zones and retaining the existing SP2 Infrastructure zone.
- (b) Amend the Maximum Height of Building control by:
  - (i) Amending the maximum height of buildings on the Pennant Hills Road frontage from 27m to part 0m, part 65m, part 84m and part 110m.
  - (ii) Amending the maximum height of buildings on the remainder of the site from part 33 metres and part no height to part 0m, part 33 metres, part 46 metres, part 56 metres and part no height.
- (c) Increase the Maximum Floor Space Ratio control for the R4 High Density Residential zoned land from 2.3:1 to 3.6:1.
- (d) Amend Schedule 1 Additional Permitted Uses to increase the maximum gross floor area of parts of the buildings used for business premises, food and drink premises, recreational facilities (indoor) and shops on the R4 High Density Residential zoned part of the site from 2,000 sqm to 2,600 sqm.
- (e) Amend the Land Reservation Acquisition (LRA) Map to include the RE1 Public Recreation land on the site that will be dedicated to Council;

**Public Reserve** has the same meaning as in the *Local Government Act 1993*;

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

**Regulation** means the *Environmental Planning and Assessment Regulation 2021*;

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

**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*;

**Stratum Documents** means the Stratum Plan, Stratum Instrument and the Management Statement;

**Stratum Instrument** means the section 88B instrument to be registered with the Stratum Plan;

**Stratum Plan** means the stratum plan of subdivision subdividing the Land to create the Community Hub Stratum Lot;

**Subdivision Plan** has the same meaning as a plan of subdivision under section 194 of the *Conveyancing Act 1919*;

**Transferee** has the meaning given in clause 12.3; and

**Works** means the work set out in Schedule 1 and more particularly described in the Infrastructure Services Delivery Plan in Schedule 5.

## 2 Interpretation

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

- (a) **(documents)** a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(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;
- (g) **(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;
- (h) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (i) **(singular)** the singular includes the plural and vice-versa;
- (j) **(gender)** words importing one gender include all other genders;
- (k) **(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;
- (l) **(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;
- (m) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;

- (n) **(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;
- (o) **(joint and several)** an agreement, representation, covenant, right or obligation:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
  - (ii) on the part of two or more persons binds them jointly and severally;
- (p) **(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;
- (q) **(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;
- (r) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (s) **(month)** a reference to a month is a reference to a calendar month; and
- (t) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

### 3 Planning Agreement under the Act

- (a) The parties agree that this agreement is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 4 of this agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this agreement addresses those requirements.

### 4 Application of this agreement

This agreement applies to:

- (a) the Instrument Change, and
- (b) the Development, and
- (c) the Land.

### 5 Operation of this agreement

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

### 6 Contributions to be made under this agreement

#### 6.1 Monetary Contribution

- (a) The Developer will pay to Council a monetary contribution or monetary contributions for all parts of the Development calculated in accordance with a Contributions Plan that would, but for this agreement, be applicable to the Development at the time each Development Consent is granted for the Development.

- (b) The monetary contributions calculated in accordance with clause 6.1(a) will be increased (but not decreased) in accordance with the following formula:

$$\begin{array}{ccc} \$ \text{ Monetary} & & \text{The CPI at the time of payment} \\ \text{Contribution} & \times & \hline & & \text{The CPI at the date of the relevant} \\ & & \text{Development Consent} \end{array}$$

- (c) Prior to the issue of each Occupation Certificate for the Development, the Developer must pay the Monetary Contributions calculated in accordance with clauses 6.1(a) and (b) to Council for that part of the Development subject to the proposed Occupation Certificate.
- (d) 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.
- (e) 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.
- (f) The parties agree and acknowledge that the Monetary Contribution will be used by the Council towards further fit out of the Community Hub, with any residual contributions to be applied to the provision of recreation facilities and/or land for recreation purposes within the locality.

## 6.2 Works

- (a) The Developer must, at no cost to Council, carry out the Works in accordance with this agreement, including the specifications in Schedule 1, the Construction Terms, any Development Consent granted for the Works and the concept plans at Annexure A and B.
- (b) The Works or any part of the Works required under this agreement will be taken to have been completed for the purposes of this agreement when a Certificate of Practical Completion has been issued for those Works.
- (c) The Warm Shell Fit Out for the Community Hub described in clause (a) of Schedule 1 must be completed prior to the issue of the first Occupation Certificate for the building in which the Community Hub is located, which Occupation Certificate must include and authorise occupation of the Community Hub Stratum Lot for the Warm Shell Fit Out. The Developer and Council may agree in writing to an alternative completion date to accommodate any changes to construction programming or to ensure public safety. Both parties must act reasonably.
- (d) The Works to embellish the Park Land described in clause (b) of Schedule 1 must be completed prior to the issue of the first Occupation Certificate for the final building to be constructed adjacent to the Park Land. The Developer and Council may agree in writing to an alternative completion date to accommodate any changes to construction programming or to ensure public safety. Both parties must act reasonably.

- (e) The Works to embellish the Easement Site described in clause (c) of Schedule 1 must be completed prior to the issue of the first Occupation Certificate for the later of Block C or Block D as shown on the plan at Annexure A. The Developer and Council may agree in writing to an alternative completion date to accommodate any changes to construction programming or to ensure public safety. Both parties must act reasonably.
- (f) The parties agree and acknowledge that the Works serve the following public purposes:
  - (i) To deliver new public open spaces which are easily accessible from Pennant Hills Road and Shirley Street, including creating a central open space and through site links.
  - (ii) To deliver a new community facility, including a library.

### 6.3 *Park Land*

- (a) The Developer must dedicate or cause to be transferred to the Council, at no cost to the Council, the Park 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, acting reasonably.
- (b) The obligation to dedicate the Park Land will be taken to have been satisfied when the Park Land is dedicated to Council as a Public Reserve without encumbrances as required by clause 6.3(a) by operation of the registration of a plan of subdivision in accordance with section 49 of the *Local Government Act 1993*.
- (c) The Park Land must be dedicated or transferred prior to the issue of the first Occupation Certificate for the final building to be constructed adjacent to the Park Land.
- (d) The parties agree and acknowledge that dedication of the Park Land will serve the public purpose of:
  - (i) to deliver new public open spaces which are easily accessible from Pennant Hills Road and Shirley Street, including creating a central open space and through site links; and
  - (ii) to deliver a new community hub, including library.

### 6.4 *Maintenance of Park Works*

- (a) In this clause, the following definitions apply:
  - (i) **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.
  - (ii) **Maintained** and **Maintenance** have corresponding meanings.

- (iii) **Maintenance Period** in relation to a particular item of Work, is the period of 1 year from the time that item of Work is delivered to Council in accordance with this agreement.
  - (iv) **Maintenance Schedule** means the schedule of proposed Maintenance works as required by clause 6.4(d).
- (b) The Park Works or any part of those works, must be Maintained by the Developer to the reasonable satisfaction of the Council for the Maintenance Period.
- (c) The Developer must follow relevant Council policies and obtain all Approvals necessary to carry out the Maintenance required under this clause.
- (d) Prior to the issue of a Certificate of Practical Completion for any part of the Park Works, the Developer must:
  - (i) provide to the Council a Maintenance Schedule setting out the proposed Maintenance works and estimated costs for the relevant part of the Park Works over the Maintenance Period, and
  - (ii) 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.
- (e) The Council agrees to promptly return any Bank Guarantee provided under paragraph (d) of this clause at the end of the Maintenance Period for the relevant item of Works, subject to paragraphs (j) and (k) of this clause.
- (f) Forty (40) 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.
- (g) The Council must carry out the inspection as requested by the Developer within 5 Business Days of the request.
- (h) 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.
- (i) If the Developer is issued with a notice to carry out Maintenance work under paragraph (h) 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.
- (j) If the Council issues a notice under paragraph (h) of this clause, the Council may retain any Bank Guarantee provided by the Developer under paragraph (d) 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.
- (k) 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

(h) of this clause, the Council may, by itself, its employees, contractors or agents, carry out the required works and may:

- (i) call on the Bank Guarantee or Bond provided under paragraph (d) of this clause in satisfaction of the costs of carrying out the maintenance work; 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 Bank Guarantee or Bond and the costs incurred by the Council in carrying out the maintenance work.

#### 6.5 *Public Access and Easements*

- (a) The Developer will, at no cost to Council, register against the title to the Land an easement in gross burdening the Easement Site in favour of the Council permitting public access generally in accordance with the Easement Terms.
- (b) The requirement to register the easement required under clause 6.5(a) will be satisfied when the Developer provides to the Council a copy of the relevant title search showing the easement has been registered and is in accordance with this agreement.
- (c) The easement, required under clause 6.5(a) must be registered prior to the issue of an Occupation Certificate for the latter of Block C or Block D as shown on the plan at Annexure A, subject to any public safety and accessibility considerations, where the parties may agree to an alternative date.
- (d) The parties agree that the proposed covenant and easement under this clause will serve the following public purposes:
  - (i) To increase the amount of and improve existing public open space areas in the vicinity of the Land.
  - (ii) To improve pedestrian circulation and the amenity of the public domain in the vicinity of the Land.
- (e) The Developer agrees and acknowledges that the obligations under this clause 6.5 are relevant considerations for the Council or any other consent authority when determining a Development Application or 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.

#### 6.6 *Stratum documents*

- (a) The Developer must:
  - (i) obtain the approval of Council of the Stratum Documents prior to finalising and registering the Stratum Documents;
  - (ii) prepare and submit to Council for its approval, drafts of the Stratum Documents which satisfy Council's reasonable requirements;
  - (iii) amend the Stratum Documents as required by Council and resubmit the amended drafts to Council until they are approved by Council (acting reasonably);

- (iv) not amend the Stratum Documents approved by Council without the written consent of Council (acting reasonably);
  - (v) ensure the allocation of voting rights and the costs of shared facilities is fair and reasonable having regard to Council's intended use of the Community Hub Stratum Lot purposes of the public benefit; and
  - (vi) ensure the Stratum Documents contain provisions protecting Council's rights under the Stratum Documents and providing the agreed allocation of costs cannot be changed without the consent of Council.
- (b) Council agrees to not unreasonably withhold its approval of the Stratum Documents if the documents satisfy Council's reasonable requirements.

**6.7 Dedication of Community Hub Stratum Lot**

- (a) Within 20 Business Days after the issue of the first Occupation Certificate for the building containing the Community Hub (which Occupation Certificate must include and authorise occupation of the Community Hub Stratum Lot with the Warm Shell Fit Out) the Developer must transfer the Community Hub Stratum Lot to the Council in accordance with any relevant provisions of the Construction Terms and so that immediately on transfer, the Council will have an estate in fee simple in possession, freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, and contracts, except any encumbrances and affectations that are reasonably necessary for the stratum subdivision of the Community Hub as permitted by Council. The Developer must ensure that all charges, rates and strata levies are paid up to the date of the transfer of the Community Hub to Council.
- (b) The obligation under clause 6.7(a) will be taken to have been fulfilled for the purposes of this agreement when the transfer of the Community Hub Stratum Lot to Council is shown on the Register.
- (c) For the avoidance of doubt, Council will not accept transfer of the Community Hub Stratum Lot, unless:
  - (i) the Warm Shell Fit Out Works as described in clause (c) of Schedule 1 have been completed in accordance with the Construction Terms and an Occupation Certificate has been issued for those Works, and
  - (ii) the Stratum Documents as registered with LRS are in the form approved by Council pursuant to clause 6.6
- (d) The parties acknowledge and agree that the Community Hub Stratum Lot is to be constructed, finished and dedicated to Council under this agreement for the purposes of the public benefit of increasing the availability of community facilities available to those residents of the Council.
- (e) The Developer must, in accordance with the provisions of the Construction Terms, ensure that, on transfer of the Community Hub Stratum Lot, Council will have the benefit of any defects liability warranty given by a builder for the Community Hub, together with any other warranties and guarantees in accordance with clause 8.3 of Schedule 2.
- (f) Council agrees to, at the Developers cost, do all things reasonably required to obtain a stamp duty exemption for the transfer of the Community Hub Stratum



Lot to Council. The Developer will do all things necessary to assist Council to secure the stamp duty exemption.

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

- (a) This agreement excludes the application of section 7.11 of the Act to the Development.
- (b) This agreement excludes the application of section 7.12 of the Act to the Development.
- (c) This agreement does not exclude the application of section 7.24 of the Act to the Development.

## 8 Registration of this agreement

### 8.1 *Developer Interest*

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

### 8.2 *Registration of this agreement*

- (a) Within 20 business days of the execution of this Agreement, 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, by an ELN or otherwise, in accordance with section 7.6 of the Act.
- (b) The Council agrees that registration of this Agreement is not required on any Final Lot created prior to this clause 8.2 being complied with.
- (c) The Developer, at its own expense, must:
  - (i) 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 20 Business Days after that date;
  - (ii) 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
  - (iii) 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.
- (d) The Developer at its own expense will take all practical steps, and otherwise do anything that the Council reasonably requires to:
  - (i) procure the consent of each person who:
    - (A) has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW); or
    - (B) is seized or possessed of an estate or interest in the Land,
  - (ii) procure 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,

- (iii) procure the execution of any documents; and
  - (iv) satisfy any other requirements of any ELNO,
- to enable the registration of this agreement in accordance with this clause 8.2.  
The Council will do all things necessary to enable the registration of this Agreement.

- (e) Upon registration of this agreement:
  - (i) Council will withdraw Caveat AQ533593; and
  - (ii) Both parties to do all things necessary to remove and release Planning Agreement AR78718 from the titles.

### 8.3 *Removal from Register*

- (a) 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.
- (b) Council agrees that if the Land is subdivided such that development takes place in more than one stage, the registration of this agreement may be removed from the title of any Final Lot, provided that all obligations due at the time the Final Lot is created have been satisfied and provided that this agreement remains registered against the title to the remainder of the Land and the common property within any relevant strata scheme.

### 8.4 *Caveat*

- (a) The Developer acknowledges and agrees that:
  - (i) when this agreement is executed, the Council acquires and the Developer grants, 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 has a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest;
  - (ii) it will not object to the Council lodging a caveat in the relevant folios of the Register for the Land (excluding any Final Lot nor will it seek to remove any caveat lodged by the Council provided:
    - (A) the Council does not seek to lodge a caveat within 20 Business Days after the agreement is executed; and
    - (B) the caveat does not prevent registration of any dealing or plan other than a transfer.
- (b) The Council must, at the Developer's cost, register a withdrawal of any caveat in respect of the Land within 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 8.4(c).
- (c) In addition to clause 8.4(a), the Developer acknowledges and agrees that:
  - (i) when this agreement is executed, Council acquires and the Developer grants, an equitable estate and interest in the Community Hub Stratum Lot

and any lot containing the Park Land for the purposes of section 74F(1) of the *Real Property Act 1900 (NSW)* and consequently Council has sufficient interest in the Community Hub Stratum Lot and any lot containing the Park Land in respect of which to lodge a caveat over those lots notifying that interest;

- (ii) it will notify the Council that any plan creating the Community Hub Stratum Lot or a separate lot for the Park Land has been registered within 10 Business Days of registration;
- (iii) Council must ensure that the caveat does not prevent the Developer transferring the Community Hub Stratum Lot or the Park Land to the Council; and
- (iv) it will not object to Council lodging a caveat in the relevant folios of the Community Hub Stratum Lot or the Park Land once the relevant plan is registered, nor will it seek to remove any such caveat lodged by Council.

## 9 Review of this agreement

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

## 10 Dispute Resolution

### 10.1 *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.

### 10.2 *Notice of Dispute*

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

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

### 10.3 *Representatives of Parties to Meet*

- (a) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
  - (i) resolve the dispute during the course of that meeting,

- (ii) agree that further material about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
- (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

#### 10.4 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 10.5.

#### 10.5 Mediation

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

- (a) The parties must agree to the terms of reference of the mediation within 15 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) The mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 10.5 must:
  - (i) Have reasonable qualifications and practical experience in the area of the dispute; and
  - (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) The parties must within 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);
- (f) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) In relation to costs and expenses:
  - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
  - (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or

unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

#### 10.6 *Expert determination*

If the dispute is not resolved under clause 10.3 or clause 10.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
  - (i) Agreed upon and appointed jointly by the parties; and
  - (ii) In the event that no agreement is reached or no appointment is made within 20 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) 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;
- (d) 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;
- (e) 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
- (f) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
  - (i) Within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
  - (ii) The determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

#### 10.7 *Litigation*

If the dispute is not finally resolved in accordance with this clause 10, then either party is at liberty to litigate the dispute.

#### 10.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 10.1, the referral to or undertaking of a dispute resolution process under this clause 10 does not suspend the parties' obligations under this agreement.

### 11 *Enforcement*

#### 11.1 *Default*

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party

(**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.

- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 10 of this agreement.
- (d) Any Default Notice issued by Council to the Developer must be issued to the Guarantor at the same time.

#### 11.2 *Compulsory Acquisition*

- (a) If the Developer does not dedicate the Park 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*.
- (b) Clause 11.2(a) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991*.
- (c) Except as otherwise agreed between the Developer and Council, the Developer must ensure the Park 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 11.2(a).
- (d) 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 11.2(a).
- (e) 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 11.2(a) that are not or cannot be recovered by calling on a Bank Guarantee.

#### 11.3 *Electronic Transfer of Community Hub Stratum Lot*

- (a) Prior to the issue of the first Occupation Certificate, for the building in the Development containing the Community Hub, the Developer must:
  - (i) discharge any mortgage, withdraw any caveat and remove any other encumbrance (in accordance with clause 6.6) affecting the Community Hub Stratum Lot; and
  - (ii) set up a workspace with an ELNO, populate the workspace and invite the Council to the workspace.
- (b) If required for the transfer, the Council must promptly withdraw or provide Caveators consent to the transfer of the Community Hub Stratum Lot to Council.

- (c) The Developer agrees to conduct the electronic transfer of the Community Hub Stratum Lot in accordance with the Participation Rules under the *Electronic Conveyancing National Law*.

#### 11.4 *Restriction on the issue of Certificates*

- (a) In accordance with section 6.8 of the Act and clause 21 of the Certification Regulation, the requirements to register this agreement on title under clause 8 must be satisfied prior to the issue of a Construction Certificate.
- (b) In accordance with section 6.10 of the Act and clause 48 of the Certification Regulation, an Occupation Certificate for any part of the Development must not be issued unless any obligation to pay a Monetary Contribution, carry out Works, dedicate land or deliver a Bank Guarantee or Bond that is required before the issue of that Occupation Certificate under this agreement has been satisfied.

#### 11.5 *General Enforcement*

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

### 12 *Assignment and Dealings*

#### 12.1 *Assignment*

- (a) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties.
- (b) 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.
- (c) Any purported dealing in breach of this clause is of no effect.

#### 12.2 *Arrangements with Mortgagee*

- (a) The Developer agrees with the Council that if the Developer 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.
- (b) 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*

- (a) The Developer may not transfer, assign or dispose of the whole or any part of its right, title or interest in the Land (present or future) or in the Development to another person (**Transferee**) unless before it sells, transfers or disposes of that right, title or interest:
  - (i) The Developer satisfies the Council that the proposed Transferee is financially capable of complying with the Developer obligations under this agreement;
  - (ii) The Developer satisfies the Council that the rights of the Council will not be diminished or fettered in any way;
  - (iii) The Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council containing provisions under which the Transferee agrees to comply with all the outstanding obligations of the Developer under this agreement;
  - (iv) The Transferee delivers to the Council replacement Bonds or Bank Guarantees as required by this agreement;
  - (v) Any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and
  - (vi) The Developer and the Transferee pay the Council's reasonable costs in relation to the assignment.
- (b) The parties agree that clause 12.3(a) does not apply if the Transferee is acquiring an interest in the Land as a purchaser of one or more Final Lots, provided that the agreement may be removed from the Register for the relevant Final Lot in accordance with clause 8.3(b) prior to completion of the transfer.

## 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:



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

#### 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 Notices

#### 15.1 *Notices*

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

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email at the address below, or at the address last notified by the intended recipient to the sender after the date of this agreement:
  - (i) to City of Parramatta Council: PO Box 32, Parramatta, NSW 2124  
Email: council@cityofparramatta.nsw.gov.au  
Attention: Group Manager, Infrastructure Planning & Design
  - (ii) to Karimbla Properties (No 61) Pty Ltd: Level 11, 528 Kent Street SYDNEY NSW 2000  
Email: generalcounsel@meriton.com.au  
Attention: Director
  - (iii) to Meriton Properties Pty Ltd: Level 11, 528 Kent Street SYDNEY NSW 2000  
Email: generalcounsel@meriton.com.au  
Attention: Director
- (c) is taken to be given or made:
  - (i) in the case of hand delivery, when delivered;
  - (ii) 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
  - (iii) in the case of an email:
    - (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;
- (d) if under clause (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

## 16 Guarantor

### 16.1 Guarantee

- (a) The Guarantor agrees to guarantee the performance of the Developer's obligations under this agreement.
- (b) The Guarantor agrees that it is liable to Council for:
  - (i) the due performance and observance by the Developer of all the provisions in this agreement; and
  - (ii) the payment of all money, delivery of all Works and transfer of all land required to be paid, delivered or dedicated by the Developer under this agreement.
- (c) The Guarantor is liable under this agreement even if:
  - (i) the Developer or any Guarantor dies, or becomes mentally incapable or Insolvent;
  - (ii) the Council gives the Developer any time, forbearance or other indulgence;
  - (iii) the Council does not exercise any of its rights under this agreement, or waives or defers any of those rights;
  - (iv) the Developer or any Guarantor have any actual or alleged set-off, defence, counter-claim or other deductions; and
  - (v) the Council, or any other person does anything or omits to do anything which would, but for this provision, affect or discharge the Guarantor's liability.

### 16.2 Step in

- (a) The Guarantor covenants and agrees and guarantees to the Council that if at any time the Developer is in default under this agreement, the Guarantor will step in and perform the Developer's obligations under this agreement and Council may issue a Default Notice under clause 11.1 to the Guarantor to require the Guarantor to rectify any default of the Developer.
- (b) The Guarantor warrants that it is entitled to take ownership or control of the Land to enable it to carry out the Works, register dealings and transfer any part of the Land to Council as required under this agreement.
- (c) The Guarantor indemnifies and keeps indemnified Council against all Claims made against Council as a result of any breach of the warranty under clause 16.2(b).

## 17 General

### 17.1 *Relationship between parties*

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

### 17.2 *Time for doing acts*

- (a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

### 17.3 *Further assurances*

Each party must promptly execute all documents and do all other things reasonably necessary 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 *Legal expenses and stamp duty*

- (a) The Developer must pay the Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, carrying into effect, enforcement and release and discharge of this agreement, including the reasonable costs of obtaining any legal advice in connection with this agreement, no later than 10 Business Days after receiving a written request

from Council to pay such costs, or within such other reasonable time as agreed between the parties.

- (b) The Developer agrees to pay or reimburse the costs and expenses incurred by Council in connection with the advertising and exhibition of this agreement in accordance with the Act.

#### **17.8 Entire agreement**

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

#### **17.9 Representations and warranties**

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

#### **17.10 Severability**

If a clause or part of a clause of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected.

#### **17.11 Invalidity**

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

#### **17.12 Waiver**

- (a) A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in

relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

#### **17.13 GST**

- (a) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this agreement, the Developer must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.
- (d) If the Council is obliged to pay any GST on any supply made under or in accordance with this agreement, the Developer indemnifies the Council for the amount of any such payment is required to make.

#### **17.14 Governing law and jurisdiction**

- (a) The laws applicable in New South Wales govern this agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

## Schedule 1                      Scope of works

The Developer is to construct the following Works:

- (a) A minimum 2500 square metre (net lettable area) Community Hub on the land shown in Annexure A which is to include a minimum 1800 square metre (net lettable area) warm shell 'library' and minimum 700 square metre (net lettable area) warm shell 'community centre' with provision for 20 car parking spaces, in a manner that will support the final fit out of the library and community facility as envisaged by the Library brief, as included in Annexure C. For clarity, the Library Brief does not require the Developer to undertake any additional Works beyond the Warm-Shell Fit Out and is for information purposes, however the Developer's warm shell must be sufficient in aspect and spaces to facilitate a future Council fitout to Green Star standard.
- (b) Landscape embellishment Works for a minimum 5455 square metres of public open space, as shown in Annexure A and Annexure B.
- (c) Landscape embellishment works for a minimum 595 square metres of open space to be made publicly accessible, via a public access easement, as shown on the land in Annexure A and Annexure B.

## 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.

**Warm Shell Fit Out** means the base building and associated base building services including utilities provision (water, gas, sewer, NBN and DAS telecommunications) and fire services provided in accordance the National Construction Code and any other relevant legislation in addition to the following:

- (a) grid ceiling with troffer lights;
- (b) plasterboard finish to solid external walls with paint finish (no internal partition walls);
- (c) floor finish in carpet tiles;
- (d) black aluminium skirting to floor and wall junction;
- (e) air conditioning in accordance with relevant Australian standards;
- (f) external façade furnishings ie blind louvers and screens, shutters per architectural designs;
- (g) bathrooms in accordance with Class 9b buildings under the Building Code of Australia\*;
- (h) fixtures and finishings to bathrooms;
- (i) plumbing and electrical services conduits and switchboard power provision for future kitchenettes to each level of the facility, and the staff kitchen, and
- (j) Electrical and data services in entry lobby, up to the passenger lift.

\* The table below provided by Council is deemed to satisfy the BCA.

GENDER	DESIGN OCCUPANCY	USER GROUP	CLOSET PANS	URINALS	WASHBASINS	SHOWERS	BATHS
MALE	7	STAFF	1	0	1	N/A	N/A
FEMALE	7	STAFF	1	N/A	1	N/A	N/A
MALE	825	PATRONS	5	11	6	N/A	N/A
FEMALES	825	PATRONS	12	N/A	6	N/A	N/A
			19	11	14		

One accessible toilet per floor for patrons.

## 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 will work in consultation with each other to prepare and agree to the Concept Plans and Detailed Designs for the Works at Annexure A.

### **5.2 Concept and Detailed Design**

- (a) Council and the Developer must work in consultation with each other to prepare and agree to the Concept Plans and Detailed Designs and must both act reasonably and with due expedition in their consultations with each other.
- (b) Prior to the submission of the Development Application for the building containing the Community Hub, the Developer must provide a copy of the Concept Design to the Council for review.
- (c) Within 21 Business Days of receiving the Concept Design, Council will respond to the Developer with requested amendments to the Concept Design or with a written approval for the Concept Design. If Council makes any requested amendments, the Developer must, within 14 days, incorporate the amendments or provide evidence why it cannot incorporate the amendments and return the information to Council for approval. Council has 14 days to provide approval.
- (d) If the Council and Developer do not agree on the requested amendments under clause 5.2(c) there is to be a meeting, within 7 days of senior staff of the Council and Developer to reach agreement.
- (e) If agreement is not reached under clause 5.2(d) either party may proceed to Dispute resolution under clause 10 of the Planning Agreement.
- (f) Prior to works commencing the Developer must provide a copy of the draft Detailed Design to Council for approval.
- (g) Within 28 Business Days of receiving the Detailed Design, Council will respond to the Developer with requested amendments to the Detailed Design or with a written approval of the Detailed Design. The Developer must incorporate the requested amendments or provide evidence why it cannot incorporate the amendments and submit to Council for written approval. Council has 14 days to provide approval.
- (h) If the Council has not approved the Detailed Design under clause 5.2(g) there is to be a meeting, within 7 days of senior staff of the Council and Developer to reach agreement.
- (i) If the Detailed Design agreed by senior staff of Council and the Developer in clause 5.2(h) above, to avoid possible delays to the issue of a Construction Certificate, the Council will, in its sole discretion, acting reasonably, 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 under this clause:
  - (i) is consistent with the obligation to carry out the Works and dedicate the Park Land and Community Hub Stratum Lot 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; and

- (v) does not impose additional costs or delays to the Developer completing the Works or the Development.

5.3 Any acceptance by the Council of the Concept and Detailed Designs under this clause 5 of Schedule 2 is not to be taken as approval of or to any Construction Certificate for the Works.

**5.4 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 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 5 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 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 of this for that item of Works (or any remaining balance of it) to the Developer.

- (d) Notwithstanding clause of this, 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 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**

13.1 The Developer acknowledges and agrees:

- (a) 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;
- (b) it will attend to any necessary remediation at its own costs; and
- (c) 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.

- 13.2 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.

**15 Future Fit Out and Operation of Community Hub**

The Council will use its best endeavours to complete the Community Hub fit out so that it is operational within 12 months after the dedication of the Community Hub Stratum Lot.



### Schedule 3 Easement Terms

- 1 The owner of the Easement Site grants to the Council and members of the public full and free right to go, pass and repass over the Easement Site 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 a building on the Land via approved and clearly identified entry and exit points;for all lawful purposes.
- 2 The owner of the Easement Site must, to the satisfaction of Council, acting reasonably:
  - (a) keep the Easement Site (including any services in, on or under the Easement Site) in good repair and condition;
  - (b) maintain and repair the Easement Site and all improvements on the Easement Site;
  - (c) keep the Easement Site clean and free from rubbish; and
  - (d) maintain sufficient public liability insurance covering the use of the Easement Site in accordance with the terms of this Easement.
- 3 The owner of the Easement Site must ensure that any rules made by an Owner's Corporation relating to the Easement Site 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 Easement Site, 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 Easement Site may erect safety signage and any other appropriate signage and may erect CCTV cameras in the Easement Site.
- 6 The owner of the Easement Site 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 Easement Site.
- 7 The owner of the Easement Site 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 Easement Site 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 Easement Site or any improvements in, on or under the Easement Site; or
  - (b) security, public safety or evacuation of the Easement Site and adjoining buildings.

- 8 Subject to ensuring the provision of access in accordance with above clause 1 of this Schedule, the owner of the Easement Site may, provided any necessary planning approvals are obtained:
- (a) carry out works in the Easement Site for the purposes of enhancing the Easement Site;
  - (b) install or erect signage, landscaping, 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 Easement Site; and
  - (c) use the Site,
- in a manner consistent with Parramatta City Council's Outdoor Dining Policy and Guidelines.
- 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 Easement Site.

## Schedule 4 Section 7.4 EPA Act summary

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 <span style="float: right;">x Yes <input type="checkbox"/> No</span></li> <li>(b) Made, or propose to make a Development Application <span style="float: right;">x Yes <input type="checkbox"/> No</span></li> <li>(c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies <span style="float: right;">x Yes <input type="checkbox"/> No</span></li> </ul>	
<b>Description of the land to which the planning Agreement applies – Section 7.4(3)(a)</b>	263-281 Pennant Hills Road, Carlingford (being Lot 22 DP21386, Lot 2 DP9614, Lot 3 DP9614, Lot 4 DP9614, Lot 61 DP819136, Lot 62 DP819136 and Lot 1 DP1219291)
<b>Description of the application – Section 7.4(3)(b)</b>	See the definition of Planning Proposal in clause 1.
<b>The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 7.4(3)(c)</b>	Clause 6, the Scope of Works in Schedule 1 and the plan at Annexure A.
<b>Applicability of section 7.11 of the Act – Section 7.4(3)(d)</b>	Excluded
<b>Applicability of section 7.12 of the Act – Section 7.4(3)(d)</b>	Excluded
<b>Applicability of section 7.24 of the Act – Section 7.4(3)(d)</b>	Not excluded
<b>Mechanism for dispute resolution – Section 7.4(3)(f)</b>	Clause 10
<b>Enforcement of the Planning Agreement – Section 7.4(3)(g)</b>	Clause 11
<b>Registration of the Planning Agreement – Section 7.6</b>	Clause 8
<b>No obligation to grant consent or exercise functions – Section 7.4(9)</b>	Clause 14

Schedule 5

Infrastructure Services Delivery Plan

# Infrastructure Services Delivery Plan

## Meriton Carlingford

July 2024

Works listed in Schedule 1 of  
the Planning Agreement  
between Karimbla Properties  
(No. 61) Pty Ltd and the  
City of Parramatta Council

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## Purpose

The Meriton Carlingford Infrastructure Services Delivery Plan (ISDP) is a document which details the items of work to be delivered by way of a Planning Agreement between Karimbla Properties (No. 61) Pty Ltd (the Developer) and the City of Parramatta (the Council). Landowners will also be parties to the agreement.

The physical and social renewal of the area will be supported by the appropriate provisions of infrastructure necessary to support the existing and new community. The works set out in the ISDP have been designed consistent with the Planning Proposal (refer to Figure A).

This ISDP has been prepared to assist in the preparation, negotiation, and implementation of the Planning Agreement. This ISDP includes:

- A more detailed description of the scope of works showing the general location and configuration of works on the site;
- A budget estimate (ex. GST) for the delivery of the item based on the scope of works and/or concept plans referenced; and
- A rationale for the staging of delivery of each item of works based on Development Area/Stage or lot threshold of works. An indication staging plan in Part E identifies the development stages/areas for the works.

In reading this document, the following should be noted:-

- The Description of the Works outlines the scope of works proposed to be delivered.
- These cost estimates include allowances for contingency, professions fees, approvals, maintenance and defects liability period.
- All hard landscaping works will be maintained by the Developer for a period no longer than 12 months from the completion of works. Soft landscaping works will be maintained by the Developer for a minimum of 12 months from the date of completion.
- Maintenance 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 repairing normal wear and tear, removing graffiti or repairing any item damaged as a consequence of vandalism.
- The estimated budgets are outlined to give an understanding and context to the scope of works proposed. There is nothing to stop the same works being delivered at a reduced cost if efficiencies can be negotiated at tender or through the detailed design stage. Any cost savings achieved by the Developer do not need to be passed on to Council. Conversely any additional costs incurred shall be borne by the Developer.
- For the ISDP items, a scope of works has been defined as a performance specification (i.e. Roads, drainage, utilities etc.). An upper limit fixed price for all items is provided.

The following schedules provided in Part A, Part B and Part C of the ISDP detail the scope, budget and staging of all items of works consistent with Schedule 1 of the Planning Agreement. This document and its schedules will form part of the Planning Agreement. The terms in this document are subject to the more specific terms agreed between the parties under other parts of the Planning Agreement and if there is any inconsistency, the terms of the Planning Agreement (other than this document) prevail.

## Proposed development

The development site is known as 263 – 281 Pennant Hills Road Carlingford and includes the following properties:

Lot 22 DP 21386	Lot 2 in DP9614
Lot 3 in DP9614	Lot 4 in DP9614
Lot 61 in DP 819136	Lot 62 in DP 819136
Lot 1 in DP1219291	

The Planning Proposal comprises of the following:

- a) Reconfiguring the existing R4 High Density Residential and RE1 Public Recreation zones and retaining the existing SP2 Infrastructure zone.
- b) Amending the Maximum Height of Building control by:
  - Amending the maximum height of buildings on the Pennant Hills Road frontage from 27m to part 0m, part 65m, part 84m and part 110m.
  - Amending the maximum height of buildings on the remainder of the site from part 33 metres and part no height to part 0m, part 33 metres, part 46 metres, part 56 metres and part no height.
- c) Increasing the Maximum Floor Space Ratio control for the R4 High Density Residential zoned land from 2.3:1 to 3.6:1.
- d) Amending Schedule 1 Additional Permitted Uses to increase the maximum gross floor area of parts of the buildings used for business premises, food and drink premises, recreational facilities (indoor) and shops on the R4 High Density Residential zoned part of the site from 2,000 sqm to 2,600 sqm.
- e) Amending the Land Reservation Acquisition (LRA) Map to include the RE1 Public Recreation land on the site that will be dedicated to Council.

The proposal also includes a substantial public benefit offering including the delivery of a new library with community space (warm shell fit out) and the consolidation and embellishment of open space.



Figure 1 – Land to which the Meriton Carlingford Planning Proposal will apply.

## Timing

The development is anticipated to begin within 12 months of the proposed amendment to the LEP, subject to development consents being granted. The development is anticipated to be delivered over 5 – 10 years; the timing will be dependent on market conditions.

## Planning Agreement Summary Table

No	Item	Public Purpose	Scope	Contribution Value	Timing
1	Carlingford Library and Community Facility	Community Facilities	Library - 1800m <sup>2</sup> Community Facility – 700m <sup>2</sup> (Together, the library and community facility are the Community Hub)	\$20,000,000	Works are to be completed prior to the release of the first occupation certificate for the building which contains the



			<p>Dedication of 20 parking space</p> <p>Library and community centre to be completed to warm shell fitout.</p>		Community Hub (Building F).
2	Central Park	Open Space/ Passive recreation / Community use	<p>Embellishment and dedication of open space in accordance with concept plans and Part A of this document.</p> <p>Maintenance period = 1 year.</p>	\$6,400,000	Embellishment and dedication of the park prior to the issue of the Occupation Certificate for the latter of either Building Block C, D, F or G to be constructed opposite Central Park.
3	Library and Community Facility Open Space	Open Space/ Passive recreation/ Community Use	<p>Embellishment and dedication of open space in accordance with concept plans and Part A of this document.</p> <p>Maintenance period = 1 year</p>	\$1,100,000	Embellishment and dedication of the park adjoining the library and community facility prior to the issue of the Occupation Certificate for the latter of either Building Block F or G to be constructed adjacent the open space and through-site link.
4	Pedestrian Easement	Pedestrian connection to Pennant Hills Road	Embellishment of pedestrian connection to Pennant Hills Road and provision of 24-hour easement	\$0	Embellishment and creation of easement prior to the issue of the Occupation Certificate for the latter of either Building Block C or D.
5	Monetary Contribution	Community Facilities & Open Space	<p>Payment of Equivalent Section 7.11 and Section 7.12 Contributions in line with each Development Application to be allocated to the fit-out costs of the Carlingford Library. Any excess contributions will be applied to recreational areas within the vicinity of the site.</p>	Various	Appropriate conditions of consent will be applied for each consent. Payment is due prior to the Occupation Certificate of the relevant part of the Development in accordance with the Planning Agreement.

## Part A: Development Contribution – Carrying Out of Works

The following lists the items of works and a discussion on the scope, budget and staging in order as they appear in Schedule 3 of the Planning Agreement

### 1. Library and Community Facility (Community Hub)

Public purpose:	Community Facility
Development Area/Staging Rationale	The Library and Community Facility are to be delivered within Building F (Community Hub). The dedication of the stratum is to occur in accordance with the Planning Agreement
Description of Works:	<p>Works: Provision of a new library and community facility with a combined area of 2,500m<sup>2</sup> (Warm Shell fitout)</p> <ul style="list-style-type: none"> <li>Library will have a net leasable area of 1,800 m<sup>2</sup></li> <li>Community Facility will have a net leasable area of 700m<sup>2</sup></li> </ul>
Core Elements:	<ul style="list-style-type: none"> <li>New Library</li> <li>New Community Centre</li> <li>20 Basement Parking Spaces</li> </ul>
Estimated Works Value:	\$20,000,000 towards the capital construction of a new building (warm shell)

## 2. Park Works

Public Purpose:	Public Open Space (Central Park)
Development Area/Staging Rationale:	The Open Space will be delivered in accordance with the Planning Agreement.
Description of Works:	Open Space: Embellishment and dedication of a new park with a minimum area of 4768m <sup>2</sup> . Dedication with a \$0 value assigned for the purpose of this VPA. The park will also be constructed and embellished generally in accordance with the indicative landscape plan in this document.
Core Elements:	<p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Soft and hard landscaping</li> <li>• Perimeter pathways and associated pram crossings</li> <li>• Internal pedestrian pathways, including a separated 2.5m wide cycleway</li> <li>• Paving</li> <li>• Lighting</li> <li>• Amphitheatre steps</li> <li>• Bicycle racks (minimum 10)</li> <li>• Children's play area (Local scale 0-3 &amp; 5-11)</li> <li>• 200 – 400 litre pot size mature tree planting (target of 40% tree canopy)</li> <li>• Picnic tables (minimum 4)</li> <li>• Shelters and structures over Picnic tables and BBQ</li> <li>• BBQ (1 x Double)</li> <li>• Bench seats x 12</li> <li>• Drinking fountains x 2</li> <li>• 6 x Smart Bins</li> <li>• WSUD Stormwater Infrastructure</li> <li>• Entry Signage</li> <li>• Public Art</li> <li>• External services to park including stormwater drainage, water supply and irrigation system and lighting</li> </ul>
Estimated Works Value:	\$6,400,000
Area:	4768m <sup>2</sup>

Public Purpose:	Public Open Space 2 (Community Facility)
Development Area/Staging Rationale:	The Open Space will be delivered in accordance with the Planning Agreement.
Description of Works:	Open Space: Embellishment and dedication of a new park with a minimum area of 687m <sup>2</sup> . Dedication with a \$0 value assigned for the purpose of this VPA. The park will provide publicly accessible open space and an extension of the community centre.
Core Elements:	<p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Soft and hard landscaping</li> <li>• Perimeter pathways and associated pram crossings</li> <li>• Internal pedestrian pathways</li> <li>• Paving</li> <li>• Lighting</li> <li>• Bicycle racks (minimum 6)</li> <li>• 200 – 400 litre pot size mature tree planting (target of 40% tree canopy)</li> <li>• Seating, picnic tables, shelters and shading that connects to community facility to the open space surrounds.</li> <li>• Entry Signage</li> <li>• Public Art</li> <li>• External services to park including stormwater drainage, water supply and irrigation system and lighting</li> </ul>
Estimated Works Value:	\$1,100,000
Area:	687m <sup>2</sup>



### 3. Publicly Accessible Private Land

<b>Public Purpose:</b>	Pedestrian Link to Pennant Hills Road
<b>Development Area/Staging Rationale:</b>	To be dedicated to Council prior to the issue of the First Occupation Certificate for the latter of Block C & D.
<b>Description of Works:</b>	<p>The delivery of a pedestrian connection that promotes walkability through the site to Pennant Hills Road and the commercial core of Carlingford.</p> <p>Note: The land will not be dedicated to Council.</p> <p>A 24-hour easement will be applied to this land as per the terms in the Planning Agreement.</p>
	<p>The easement will be open 24/7 to the public and will be used as a pedestrian link. The easement will have an area of approximately 595m<sup>2</sup>.</p> <p>Development below ground level for the purpose of the basement and car parking for the proposed mixed-use development may occur beneath the easement.</p> <p>The design outcomes are predominantly at the discretion of the developer as it will be retained in private ownership, as long as it services its purpose. Furthermore, the design and embellishment is subject to agreement by relevant utility authorities.</p> <p>Embellishment works within the easement will include:</p> <ul style="list-style-type: none"> <li>• Soft and hard landscaping</li> <li>• Internal pathways</li> <li>• Paving</li> <li>• Lighting</li> <li>• Bicycle racks</li> <li>• 200 – 400 litre pot size mature tree planting</li> <li>• Seating</li> <li>• Signage and Wayfinding</li> <li>• Public Art</li> </ul>
<b>Estimated Value</b>	\$0
<b>Area</b>	595m <sup>2</sup>

## Part B: Development Contributions – Monetary Contributions

### **Monetary Contributions for Community Hub and Open Space**

Payment of Equivalent Section 7.11 and Section 7.12 Contributions in line with each Development Application to be allocated to the fitout costs of the Carlingford Library as per the Planning Agreement. Any excess contributions to the fitout of the library will be applied to the embellishment of existing open space within the vicinity of the site.

## Part C: Land Dedication and Acquisitions Provisions

A significant amount of future Public Land exists within the project site that is zoned RE1 and will be dedicated to Council under the terms of the Planning Agreement. There are two types of land proposed to be dedicated to City of Parramatta upon the completion of the works identified in this plan. These are:

- Community Land for use as Parks and Open Space (in accordance with the provisions of the Local Government Act 1993); and
- Operational Land to be used for Community Facilities (in accordance with the provisions of the Local Government Act 1993).

### *1. Associated Costs*

It is important to recognise that the cost estimates do not include any costs associated with the acquisition or dedication of land to Council for the purposes of roads and public open space.

Compensation should the Council rely on the compulsory acquisition of the future public land to be dedicated under the Planning Agreement is based on a 'peppercorn' payment, to reflect the future dedication of land at no cost to Council as public road, public open space and community land. Compulsory acquisition is only required should the Developer fail to transfer or dedicate the future public land in accordance with the Planning Agreement.

### *2. Dedication Timing*

Following the completion of the relevant construction and embellishment works in accordance with the Planning Agreement and this ISDP, all open space areas, library and community facilities shall be dedicated to Council in accordance with the timing reflected in the documents or at a mutually agreeable time.

### *3. Parks and Open Space*

The proposed master plan provides a minimum of 5455m<sup>2</sup> of new open space which reflects the description and design in Part A of the ISDP & Annexure B of the Planning Agreement. The open

space will be dedicated to Council as public reserves in accordance with the timing reflected in this ISDP or at a mutually agreeable time.

#### 4. *Land Remediation*

During the redevelopment process, localised existing areas of contaminated ground may become disturbed. As part of the redevelopment works, contaminated lands will require validation before handover / dedication to Council.

Executed as an agreement

Signed on behalf of **City of Parramatta Council** (ABN 49 907 174 773) by its authorised delegate pursuant to section 377 of the *Local Government Act 1993* in the presence of:

Signature of witness

  
Signature of authorised delegate

VALANCE HORNE  
Name of witness

GAIL CONNOLLY  
Name of authorised delegate

9 WENTWORTH ST, PARRAMATTA C.E.O.

Position of authorised delegate

Signed on behalf of **Karimbla Properties (No. 61) Pty Ltd** (ACN 622 383 733 ) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) in the presence of:

  
Signature of director

ALBERT CHAN  
DIRECTOR

Name

Signature of director/secretary

Robert McCutcheon

Name



Signed on behalf of **Meriton Properties  
Pty Ltd** (ACN 000 698 626) in accordance  
with section 127(1) of the *Corporations Act  
2001* (Cth) in the presence of:



Signature of director

**ALBERT CHAN**  
DIRECTOR

Name



Signature of ~~director~~/secretary



Name

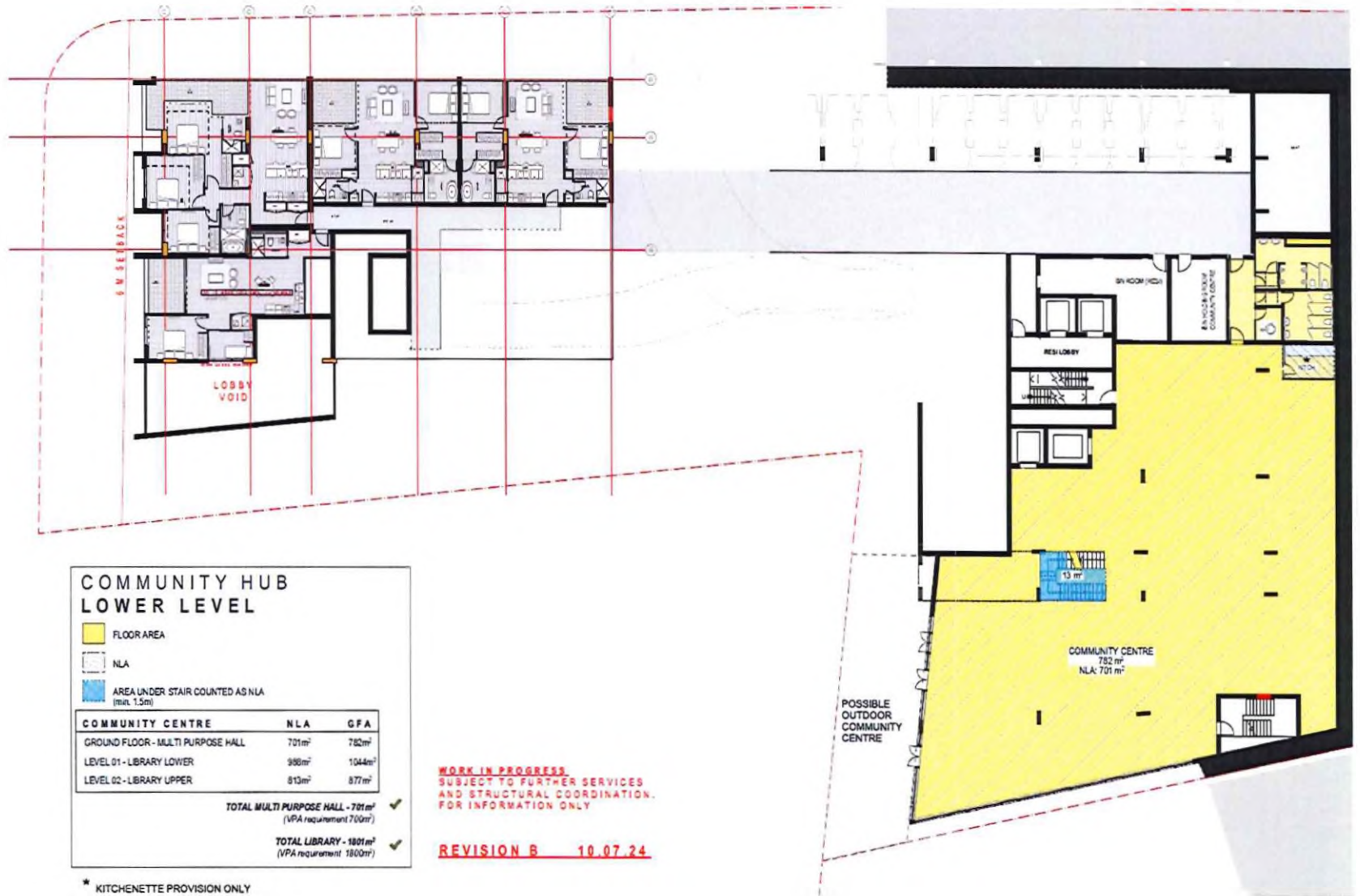
Annexure A      Plan showing Land and Works



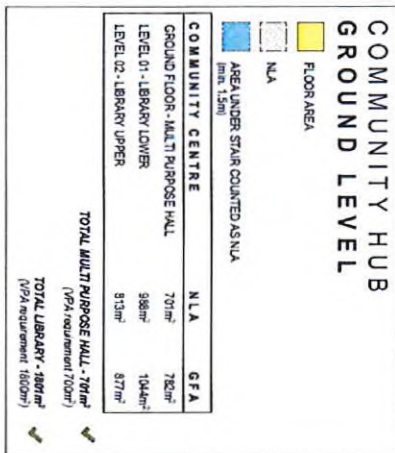
Figure 1 - Location Plan



Figure 2 – Works Plan (Note: Open Space areas are zoned RE1)







**WORK IN PROGRESS.**  
SUBJECT TO FURTHER SERVICES  
AND STRUCTURAL COORDINATION.  
FOR INFORMATION ONLY

REVISION B 10.07.24

**\* KITCHENETTE PROVISION ONLY**

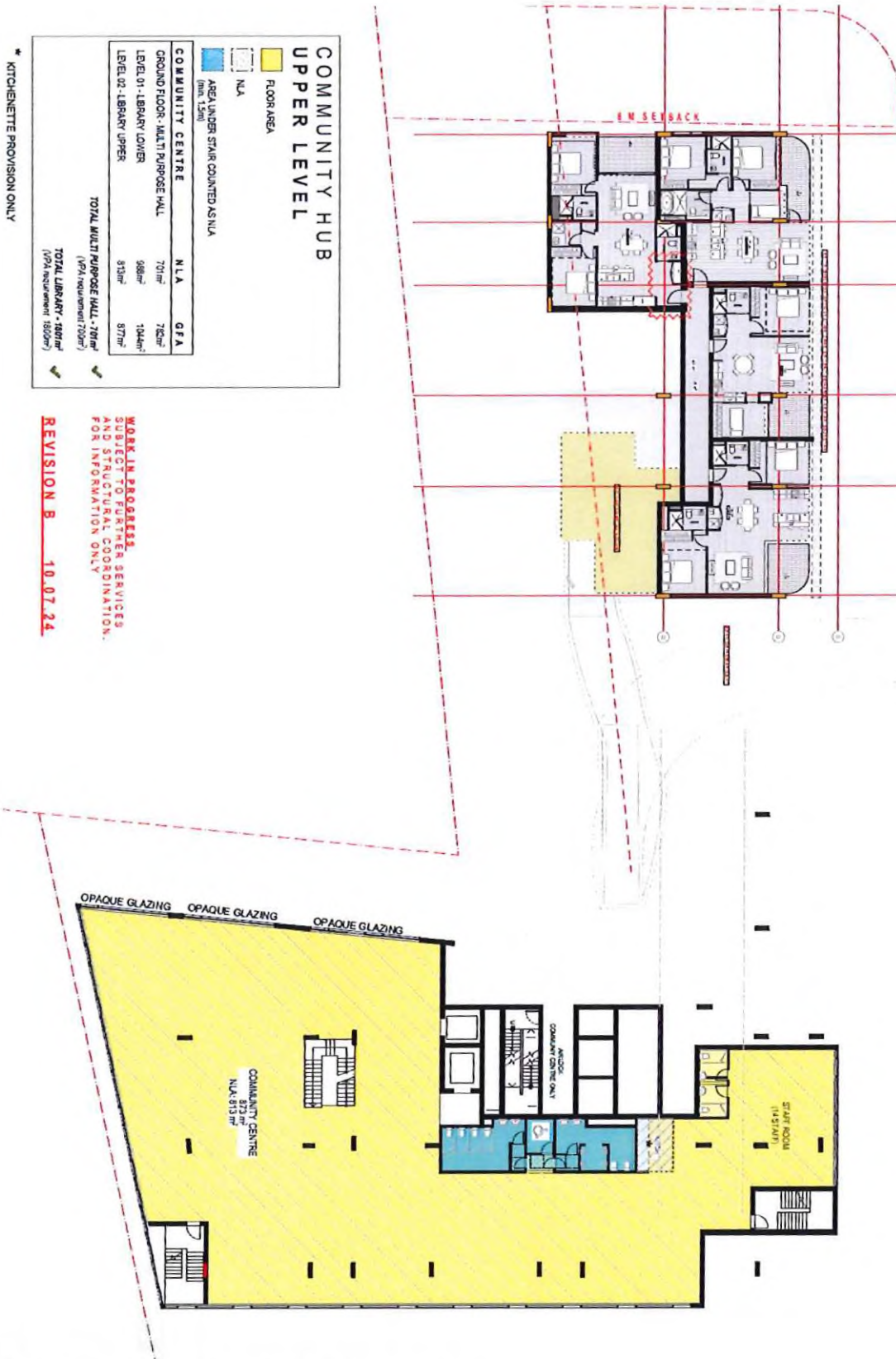


Figure 3 – Concept plans for Community Hub Levels



## Annexure B Concept Landscape Plan

## 1.9 LANDSCAPE CONCEPT PLAN - CENTRAL PARK



Figure 4 – Concept Landscape Plan – Central Park

## 1.14 LANDSCAPE CONCEPT PLAN - RETAIL PLAZA



Figure 5 - Concept Landscape Plan – Easement Land

## 1.12 LANDSCAPE CONCEPT PLAN [REDACTED] LIBRARY AND COMMUNITY HUB



Figure 6 – Library and Community Facility Landscape Location Plan



Annexure C

Library Brief

# Carlingford Library & Community Centre (Community Hub) Functional Brief

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## 1. Introduction

The new integrated library and community centre ('community hub') in Carlingford will be a vibrant, accessible and inclusive place for the whole community. It will welcome people of all ages and backgrounds and be a landmark destination in Carlingford, responding to the needs of the Carlingford demographic and demonstrating Council's commitment to contemporary library and community services. It will support lifelong learning, encouraging and inspiring its community, and reflect its local character.

Community centres play an important role for our communities. They provide places where people from a range of backgrounds and interests can gather, interact, learn, recreate, belong, and grow. In many areas, they are the focus of socially sustainable communities. Council is seeking to develop an innovative state-of-the-art flexible and adaptable facility that reflects our changing lifestyles and the future needs of our growing community.

The Community Hub will focus on cultural, learning and recreational opportunities, with rich and diverse spaces for connection, learning and participation, quiet spaces for study, reflection and information-seeking, spaces to collaborate and multifunctional spaces for community events and programs, accessible and highly visible library collection display, travelling exhibitions, lectures, lifelong learning and digital literacy resources and programs.

The Community Hub will provide a new facility for a range of community activities and appeal to people of all ages, occupations and lifestyles. The co-location of library and community space will also enable economies of scale, service efficiencies and a vibrant critical mass of visitors, resulting in cross promotion and co-programming opportunities.

Council aims for the design of the new Community Hub to reflect design excellence, innovations, flexibility and sustainability principles while embodying the spirit and aspirations informed by the community.

This design brief will provide a vision and statement of functional requirements for a new integrated library and community centre in Carlingford.

It provides the functional and non-site-specific information the design team will need, in order to:

- Understand the significance and direction of the new community facility.
- Determine the functional requirements of the facility.
- Determine the operational and service delivery model of the facility.
- Determine high level costings.
- Expedite facility design excellence.



Further detail is provided in Annexure C:

- Appendix 1 Proposed Carlingford Library and Community Centre – community uses, programming and indicative floor space requirements
- Appendix 2 Guidelines for building planning, design and fitout

### **Strategic Alignment**

The future population for the City of Parramatta LGA is estimated to grow to more than 488,000 people by 2041 with Carlingford's projected population of 32,189 by the year 2036. Population benchmarking indicates the need for approximately 39,040m<sup>2</sup> of community space within the LGA by 2041, which is approximately 22,930m<sup>2</sup> more than the current Community Space Network provision.

Council's Infrastructure Strategy (CIS) outlines the City of Parramatta's long-term direction for community infrastructure provision. The CIS strategy identified a need to:

*"Develop a Community Space of 800m<sup>2</sup> as part of a new community hub (of approximately 3200m<sup>2</sup>), within the Carlingford Town Centre close to the light rail".*

The new Community Hub's community spaces will add to City of Parramatta's Network of flexible multipurpose community spaces (third spaces) that respond to the needs of local communities and offer safe places for people to connect and gather together. They are spaces that promote positive health and well-being as well as community connectedness and cohesion.

## 2. Vision

The new Library and Community Centre in Carlingford, positioned within the development of 263 - 281 Pennant Hills Road, Carlingford, will deliver a community facility building and surrounding co-located open space that together create:

- **A sense of place and act as an anchor for the community** - attracting a wide range of users and enabling a sense of community ownership and activation.
- **A vibrant welcoming hub for the whole Carlingford community** - integrating community, library and light recreation uses in a flexible, multipurpose development that celebrates community diversity in all forms and promotes cross community connections and cohesiveness between long time and newer residents.
- **High quality, flexible, accessible, fit for purpose spaces and programs** - delivering responsive community programmes, services, activities, and events, equitably servicing those with additional needs, and bringing together sectors of government, not for profit and private organisations to collaborate for impact.

City of Parramatta Council aims for the design of the new centre to reflect design excellence, innovations, flexibility and sustainability principles while embodying the spirit and aspirations of the community.

Co-locating several community facilities onto the one site has benefits for Council, in terms of sharing and efficiency of resources, economies of scale and more coordinated services delivery.

The new library and community centre should reflect the vision through the following elements, further details are also provided in Appendix 1 & 2.

Character	Inspires a Building that
<b>Character and Identity</b>	<ul style="list-style-type: none"> <li>• Delivers a high standard community infrastructure in the construction and quality of finishes that are attractive, durable, sustainable and low maintenance.</li> <li>• Acknowledges and celebrates the culture and identity of the community in which it is located.</li> <li>• Is open and welcoming.</li> <li>• Generates a sense of pride and ownership on the part of users.</li> <li>• Has a strong sense of arrival and connection to the public domain.</li> <li>• Is the community focal point and attracts interest from other areas in City of Parramatta LGA.</li> <li>• Explores opportunities for creative expression and storytelling through public art and heritage interpretation.</li> <li>• Stimulates curiosity as a place for social, cultural and community engagement and connection.</li> <li>• Is visually attractive and inspiring.</li> <li>• Recognition of First Nations People and the significance of Dharug Country through Design elements such as Public Art, Heritage Interpretation, Building Signage and Naming.</li> </ul>
<b>Ambience</b>	<ul style="list-style-type: none"> <li>• Has a look and feel of enduring quality.</li> </ul>

	<ul style="list-style-type: none"> <li>• Feels comfortable for long or short-term visitation.</li> <li>• Promotes and embodies sustainability.</li> <li>• Reflects a sense of the history and culture of the area.</li> <li>• Is vibrant and interesting.</li> <li>• Reflects the contemporary role of libraries as a place for the community.</li> <li>• Offers a diversity of settings for all users.</li> <li>• Feels spacious, with strong visual links to the outside and substantial and effective sunlight penetration.</li> <li>• Has clear wayfinding.</li> <li>• Feels light, bright through daylight access and a strong connection to the Central Park.</li> <li>• Feels public and fosters a sense of community ownership.</li> <li>• Feels relaxed, welcoming and engaging.</li> <li>• Provides a sense of place and form as a community destination.</li> <li>• Represent a fun, vibrant and engaging place.</li> </ul>
<b>Functionality</b>	<ul style="list-style-type: none"> <li>• Is accessible to all and goes beyond minimum compliance with accessibility standards.</li> <li>• Follows the CPTED (crime prevention through environmental design) principles to create an environment that encourages vitality where everyone feels safe and secure.</li> <li>• Are flexible, adaptable and multifunctional spaces to allow multiple uses.</li> <li>• Incorporates best practice sustainability principles into the final fit out, and operation of the Centre. The use of a sustainability rating tool such as a Green Star is required to ensure certification of the final fitout by Council. Note: To ensure the final fitout can meet Green Star certification the Developer is to provide warm shell spaces and orientation which facilitates that end certification. To ensure best practice is employed at the time of design and construction, the Green Star rating should be in alignment with the top 15 per cent of similar buildings and centres in the Sydney metropolitan area at the time of design and construction.</li> <li>• Spaces able to adapt to be incorporated within the library and community centre or to be held as separate community leases.</li> <li>• Provides a variety of multi-functional, well thought-out and designed spaces, including acoustic treatments for arts and culture and public performances, for literacy and learning activities, social activities, for quiet conversations, casual reading, study and co-working.</li> <li>• Technological and telecommunication connectivity should be enabled and facilitated throughout all spaces (NBN &amp; DAS) for Public and Council Staff access.</li> <li>• Community spaces are accessible for after-hours use; independent of library open hours and all after-hours spaces are easily accessible in that mode of operation.</li> <li>• The provision of a 24-hour study space that is accessible independently of the library outside of their hours of operation, however connected to enable the flow of patrons during the library's hours of operation.</li> <li>• Enables integrated service delivery through great design – even across multiple building levels.</li> <li>• Able to accommodate 12-14 back of house workstations for staff directly involved in the provision of services to the facility.</li> <li>• Lockable storage areas for equipment and furniture to service the facility and potential locker storage for regular external community hirers.</li> </ul>

	<ul style="list-style-type: none"> <li>• Inclusion of a separated dedicated service goods lift to service basement carpark and all floors of the facility ideally co-located with the basement loading dock.</li> </ul>
<b>Opportunities</b>	<ul style="list-style-type: none"> <li>• Demonstrates Council's commitment to quality community infrastructure.</li> <li>• Makes a demonstrated statement on the community's value of culture and learning.</li> <li>• Giving community access to a range of technology and communications.</li> <li>• Hireable space for the community.</li> </ul>

### **3. Council Objectives**

Council's objectives for the project are to:

- Create a vibrant community centre for Carlingford, co-locating integrated community and library facilities around engaging outdoor spaces integrated with adjoining commercial and retail and public domain areas.
- Provide flexible community spaces ("third spaces") that respond to the needs of local communities and offer safe places for people to gather together.
- Create a new facility capable of providing modern resources and technologies to all members of the community.
- Demonstrate best practice sustainability principles and standards into the design of the fit out, and operation of the Centre.
- Create a place of resilience by providing refuge and evacuation supporting during extreme weather and emergency events for vulnerable and or affected local communities.
- Provide activated public spaces that establish a memorable and community focus.
- Provide an attractive community space that does not adversely impact on the amenity of the residents within the building.

## 4. State Library of NSW Guidelines

### Guidelines and Calculation Tools

The State Library of New South Wales provides benchmarked guidelines and calculation tools for public library buildings in the document *People Places: A guide for public library buildings in New South Wales Third Edition (2012)*. The Carlingford Catchment area is projected to have a population of 32,189 people by year 2036. The SLNSW "service" Base Area guidelines for a projected population of this size include:

Base Area	Floor Area sqm
Collection Floor Area	190
Computers, Tablets, and other devices Floor Area	281
Reading, seating and study areas	605
Total other functional and service areas	530
Meeting Spaces	194
<b>LIBRARY TOTAL GROSS FLOOR AREA</b>	<b>1,800 sqm</b>

Note: Please refer to the Service Based Calculator table in Appendix 2 for an itemised list of areas.

The Carlingford Library and Community Centre must meet or exceed these benchmark guidelines. The final numbers of shelving / seating / PCs etc. will rest with Council, however in the planning phase the design of the facility must exceed these benchmark guidelines.

### Functional Requirements

The high-level functional requirements that have been identified by Council for the initial costing of the facility (base build + fit out) are detailed in Appendix 2 of this document. They have been guided by the State Library of NSW [Features and Considerations - Key design factors for public libraries](#).

## **5. Design Evolution and Endorsement**

The applicant is to work with Council's consultative committee through the engagement of a specialist architect to ensure the deliverables in Appendix 2.

A detailed set of plans and warm shell report will be prepared by the developer and submitted to Council's consultative committee that inform that base building design and warm shell fit out. Council will use this information to prepare the documentation for the final fit out of the Library and Community Facility.

It is vitally important that the layout of the library is mutually agreed to the submission of the Development Application for the base building to ensure the vision of the Carlingford Library and Community facility is delivered for the current and future residents of Carlingford.

The guideline Understanding the building design and construction phases | State Library of NSW prepared by State Library of NSW will be used to guide Council on the process of designing and delivering the new library and community facility in Carlingford.

## 6. Project Quality

The external design of the buildings must be of a high architectural quality, have an attractive, enduring aesthetic appeal and display attention to detail.

The interior design must:

- Create a vibrant, active library and community spaces for all ages and groups.
- Allow for maximum flexibility and multi-use of internal floor spaces.
- Allow for security and after-hours zoning of component facilities and sub-parts.
- Obtain certification of a suitable sustainability rating tool such as Green Star for the Council's Community Hub fitout and operation to a standard that is in alignment with the top 15% of similar buildings & centres in the Sydney metropolitan area at the time of design and construction. Note: To ensure the final fitout can meet Green Star certification the Developer is to provide warm shell spaces and orientation which facilitates that end certification.
- Minimise the vertical and horizontal path of travel between various parts of the building.
- Minimise energy consumption and reduce centre utility operating costs.
- Incorporate new technologies and opportunities based on industry best practice.
- Have daylight access to all spaces and views to open space.



## **7. The Opportunities presented for the new centre:**

- Create a facility which defines a sense of place for community and staff.
- Provide a state-of-the-art facility that provides library and community experiences, programs and services to the community that can adapt and change easily over time.
- A place for innovative, leading-edge design and technology.
- A place that can be used by the community as casual drop in workspace.
- A place that supports the aspiring students and entrepreneurs through the provision of a 24-hour study space that does not unreasonably affect the use and enjoyment of the development by surrounding residents in accordance with the relevant Acts and Regulations.
- Provides multi-functional spaces including meetings, social gatherings, performances, and creative arts.
- Accessible independently of library hours.
- Ensure that the facility is operated in such a manner that is respectful to adjoining residents and does not undermine their rights for quiet enjoyment of their properties in accordance with the relevant Acts and Regulations.

## 8. Fitout Requirements

The spaces shall demonstrate a high quality of design, be welcoming, timeless and contemporary. All finishes shall be durable and low maintenance.

- The interior should provide a high degree of flexibility within an open planned environment, with a minimum of load bearing internal walls and columns (without compromising the efficient structural design of the residential building over without the need for transfer slabs within the building structure). This is essential towards maximising lines of sight through the centre for child safety & facilitating periodic redevelopment during the life of the building. Special acoustic treatment must be implemented for specific areas such as high circulation zones, circulation and information counters, creative spaces, meeting rooms, young persons, and children's areas.
- The interior design approach should be integrated to utilise elements taken from the architectural detailing, providing a framework for the interior fit-out which results in a blurring of the exterior and interior visual language.
- The design should pursue the composition of an interior finishes and materials palette that will help to enhance the learning process and evoke an image of the facility as a "place of inspiration". Secondary elements such as the joinery and library shelving should be designed to inject warmth and texture within the materials palette and a clean line aesthetic to the overall feel of the spaces.
- Colour should be incorporated selectively and based on a neutral 'background'. Colour may feature on elements such as selected walls and partitions, the fabric selection for furniture and the use of graphic elements to clearly define distinct areas of the library. Colours and finishes should be appropriately selected to reinforce the appeal of the spaces to the designated user age group, while seamlessly blending with the total concept of the space as an inviting, stimulating place to visit.
- Incorporate low VOC products: (Volatile organic compounds commonly found in materials such as paints, polyurethanes, particle board, adhesives): reducing VOCs will provide a much healthier indoor environment.
- Inclusion of a separated dedicated service goods lift to service basement carpark and all floors of the facility ideally co-located with the basement loading dock.
- Incorporate responsible building materials and sustainable products (refer to Green Building Council of Australia).
- Obtain certification of a suitable sustainability rating tool such as Green Star for the centre's fit-out to a standard that is in alignment with the top 15% of similar centres in the Sydney metropolitan area at the time of design and construction.

## **9. Desired Appearance and Design Considerations**

- The exterior of the building needs to provide a modern expression and reflect its role as an important community facility, showcase technology, as well as environmental initiatives that have been integrated into the design. It should address the street and provide a prominent outlook to the Central Park.
- A strong, generous and welcoming entry needs to be created that faces the future Park and is fully accessible from the street. The facility needs to encourage active community access and feel connected to the broader development and should encourage activation of the public domain.
- To ensure long term sustainability, the allocated space should be readily adaptable to changes in internal functions, such as conversions between open planned and enclosed layouts in areas or changes in the size and intended purpose. Through conceptual planning and design development, consideration is to be given to fixed elements of the construction such as structural columns, beams and floor systems, stairs and lifts, fire walls or major services distribution routes without compromising the structural design for the residential development over the facility.
- Benchmark examples of Council community buildings that demonstrate the required project quality include:
  - Shellharbour Library and Civic Hill
  - Marrickville Library
  - Payinthe Prospect Public Library
  - Wentworth Point Library and Community Centre

These benchmark examples are not provided for replication but to define the ambience, quality and standard required for this project.

Key matters affecting building planning, design and fit-out are provided in Appendix 2.

## 10. Design Life (internal)

The Library and Community space are public facilities and intended to be durable and robust in this intended environment. All fit-out elements in the Library and Community Centre are to withstand continuous use by the broader community and be of a neutral / classic style to ensure replacement will not be necessary for aesthetic purposes. The overall design life for the fit-out is a minimum of 15 years.

The life of a material depends on specification, its location and proper maintenance. The City of Parramatta requires all materials and components incorporated into the project works to comply with the following Building Design Life:

Element	Design Life
Fixtures & Fittings (lights and toilets)	20 years
Furniture (joinery items)	10 years
Loose Furniture	20 years
Paint	5 years
Carpet	7 years
Tiling	10 years

## 11. Samples

Samples are to be provided to City of Parramatta Council of all base building and warm shell finishes for approval by City of Parramatta prior to placing the order of the sampled materials.

## Appendix 1: Proposed Carlingford Library and Community Centre – community uses, programming and indicative floor requirements

Infrastructure Type	Community Use and Programming
<p><b>Library</b></p> <p>1800m<sup>2</sup> of functional space NLA excluding amenities and service/ plant rooms.</p> <p>Entry lobby separate from residential lobby</p> <p>Net leasable area</p>	<p>In additional to general civic space functional uses, enable outdoor library space to experience local culture, arts, technology, learning and relaxation.</p> <p>Access shall be provided to the library and community centre from any associated open space.</p> <p>The provision of a 24-hour accessible study space that includes a variety of seating arrangements and meeting rooms.</p> <p>Library collections, library programs, activities and other flexible spaces.</p> <p>Design detail and specific functional requirements are required to be agreed to with Council prior to lodgement of a Development Application for the base building.</p>
<p><b>24-hour study space</b></p> <p>Forming part of the functional space of the library.</p>	<ul style="list-style-type: none"> <li>• 2 step access arrangement, separate from the library access.</li> <li>• A variety of study desks that enable users to study individually or in a small group.</li> <li>• Study desks that contain 1 x USB-A, 1 x USB-C &amp; 1 x 240w power supply</li> <li>• After hours return shelf</li> </ul>
<p><b>Multipurpose community space</b></p> <p>700m<sup>2</sup> of functional space excluding bathroom and kitchen amenities.</p> <p>Net leasable area</p>	<p>Adaptable meeting rooms</p> <p>Design detail and specific functional requirements are required to be agreed to with Council prior to lodgement of a Development Application for the base building.</p>
<p><b>Parking &amp; Accessibility</b></p> <p>20 parking spaces, pedestrianisation &amp; accessibility</p>	<ul style="list-style-type: none"> <li>• Visitor, staff, service and parking.</li> <li>• Two lifts from basement, one public and one goods lift with restricted access for community hub/ 24-hour study space.</li> <li>• Kiss and drop spots on street for less mobile community members.</li> <li>• Electric vehicle charging at EV ready standard as per site specific Development Control Plan.</li> </ul>

## Appendix 2: Functional Requirements Overview for Building Planning, Design and Fit-Out

Deliver a community facility with local character that is informed by the community and is fit for purpose and flexible to meet the changing needs of community over time the following high level functional requirements have been identified:



Area	Minimum Functional Requirement for the Facility
<b>Access</b>	<ul style="list-style-type: none"> <li>• The broader Carlingford community is to be able to easily identify and be connected to the facility through a prominent street level presence with large format easy and welcoming access to the facility.</li> <li>• Level pedestrian access to the library is to be provided from Shirley Street or the internal private road.</li> <li>• Inclusion of a separated dedicated oversize service goods lift to service basement carpark and all floors of the facility ideally co-located with the basement loading dock. This will enable the movement of deliveries to the facility and ambient stretchers in the event of an emergency.</li> <li>• Entry design must allow for a separate secure out of hours access (e.g. double entry lobby) to the extended hours study space.</li> <li>• Internal access to lobby / entry area from the carpark is required. There should be no direct access to the library from the carpark.</li> <li>• Residential and community facility entrance lobbies should be clearly separated and delineated to remove conflict for private residents and public.</li> </ul>
<b>Accessibility</b>	<p>All areas of the facility must be safe and accessible for all users and consistent with the relevant codes and legislation. As well as compliance with the requirements detailed in the Council's Disability Inclusion Action Plan.</p> <p>Accessibility will influence all aspects of the building design, from accessible parking and barrier-free access to the entry. Design teams should be prepared to consult relevant groups and consider a range of issues, such as:</p> <ul style="list-style-type: none"> <li>• Level spaces with no requirements for internal stairs or ramps within the fit out.</li> <li>• Clear internal and external signage, including tactile where appropriate.</li> <li>• Intuitive layout of external and internal spaces.</li> <li>• Convenient access from parking bays and to entries and doorways (e.g. Automatic doors).</li> <li>• Width of all paths of travel, including doorways, aisles and corridors must be a minimum of 1200mm wide able to accommodate strollers, wheelchairs, book trolleys and mobility scooters.</li> <li>• Furniture, equipment, floor surfaces and coverings.</li> <li>• Shelving layout and design.</li> <li>• Lighting design.</li> <li>• Guide maps and signage.</li> <li>• Hearing augmentation.</li> <li>• Emergency evacuation and fire precautions.</li> </ul>

<b>Acoustics</b>	<ul style="list-style-type: none"> <li>• Compliance with the relevant Australian Standards.</li> <li>• Measures must be taken to insulate the library from external noise and between building floors.</li> <li>• Acoustic treatment is to be provided to minimise the transfer of noise between the residential apartments and the library/ community facility.</li> <li>• Partitions separating enclosed spaces must be acoustically rated, including appropriate doors and door seals to attenuate sound between rooms so all rooms can be used simultaneously with low noise transmission and therefore low disturbance to main library area.</li> <li>• Spaces inside the library require careful design to accommodate noisy and quiet activities and special acoustic treatment may be needed in some areas.</li> <li>• Residential recreation areas including the pool and related amenities are to be acoustically separated from the community/ library spaces.</li> <li>• All wooden surfaces in the Meeting Rooms / Event spaces must be fully sprung.</li> </ul>
<b>Amenities</b>	<ul style="list-style-type: none"> <li>• Amenities are to meet the population requirements under the BCA and the NSW State Library Guidelines. This includes the provision of public amenities, parents/carers rooms and accessible facilities.</li> <li>• The amenities must be of high quality, be durable and maintenance friendly, must be fitted with quality fixtures and fittings and be delivered to standards comparable to Wentworth Point Library.</li> <li>• Amenities are to be provided within common areas of the library and community facility to enable access at all times.</li> <li>• Dedicated Parents Room with full-service facilities (e.g. breastfeeding area).</li> <li>• Dedicated First Aid Room.</li> <li>• Dedicated multi-faith prayer room (with sink) (min 4sqm).</li> </ul>
<b>Audio system</b>	<ul style="list-style-type: none"> <li>• It is important that the room acoustics support the audio system to optimize the intelligibility, dynamic range and tonal balance by providing a neutral acoustic free from strong specular echoes and modal resonances.</li> <li>• Acoustic systems for meeting rooms and specific functional spaces must be designed to suit the relevant operational requirements.</li> <li>• A Paging / BGM system must be installed and controlled from both the foyer entry and staff office and must be audible throughout the facility. The system must cover all the facility and able to be zoned for operational purposes.</li> <li>• Collaboration between acoustic and audio designers is vital to achieve the best outcome for communication of ideas in the various spaces.</li> </ul>
<b>National Construction Code Building Code of Australia</b>	The library and community facility will be fully compliant with the National Construction Code – Class 9 Structure.
<b>Building Management and Access System</b>	<ul style="list-style-type: none"> <li>• City of Parramatta Council seeks uniformity to corporate standard for building management control systems (BMCS) and security access systems.</li> <li>• Consultants will be required to liaise with City of Parramatta Council's building maintenance staff to ensure that current and future BMCS and access requirements are met.</li> <li>• This may include the nomination of a specific vendor for key items such as the BMCS System, CCTV, Security Controllers, Intercoms and people counting systems.</li> </ul>



<b>CCTV</b>	<ul style="list-style-type: none"> <li>Discrete use of CCTV in public areas which are at higher risk to public safety. These areas may include lifts and lift lobbies, foyers, and passageways, secure storage rooms, entrances and fire exits. CCTV image recording equipment to be located in appropriate secure service areas of the library.</li> <li>CCTV equipment will be prescribed by the Council and included in the fit-out costs will be the connection of the system to Council's 24/7 Security Control Room.</li> </ul>
<b>Ceilings</b>	<p>Floor to floor heights of:</p> <ul style="list-style-type: none"> <li>4.5m to the ground floor library/ community facility;</li> <li>3.8m to any other floor within the library/ community facility, and</li> <li>No protrusion of services or pipes through the ceiling to interrupt the floor to ceiling space, details to be included and agreed at Detailed Design stage.</li> </ul>
<b>Children's Play Area</b>	<p>The children's play area should be a key feature of the library. It must be unique to the facility and inspire fun, creativity, learning and discovery. The colour palette for the area is to be bright and playful.</p> <ul style="list-style-type: none"> <li>Soft fall flooring material is to be incorporated into the finishes for this space.</li> <li>Flooring to this space is to be differentiated through clever use of colour to create a defined space.</li> <li>This area should be separated from the rest of the library – both physically and visually, providing a space that is comfortable and welcoming for both children and carers. The intention is not a separate room, but a clever use of furniture, flooring and joinery to create a 'sectioned off' area.</li> <li>Consideration of the City's child safety policy and the requirement for a clear line of sight, no hidden areas such as tents or closed nooks etc.</li> <li>The design of this area will include the provision of dual carer/child seating and height and angle adjustable embedded LED touch screen for children to play educational/learning games. All furniture and shelving is to be WHS compliant for 0-8 year olds.</li> <li>Flexible modular bespoke children book shelves / Book bins which can be easily moved around for different learning and reading purposes with lots of front-facing shelving AV and built in speakers are required for presentation and storytelling with a wall or floor data projector for programming.</li> </ul>
<b>Consultation</b>	<p>Consultants must be prepared to participate in community and stakeholder consultation activities coordinated by City of Parramatta Council to support the planning and design process, which will include:</p> <ul style="list-style-type: none"> <li>Presentations at strategic points of the process.</li> <li>Participation in consultation events with library users and the broader community.</li> </ul> <p>NOTE: The indicative layout for the library is to be approved by the Consultative Committee prior to the submission of a Development Application for the base building.</p>

<b>Community Facilities</b>	<p>The flexible multipurpose community spaces within the facility must include:</p> <ul style="list-style-type: none"> <li>• Flexible/dividable multipurpose rooms with dividable partitions.</li> <li>• Co-working space.</li> <li>• One room to be able to be used as a dance/yoga/Pilates space and with a fully sprung floor.</li> <li>• Kitchenette / servery to support the multipurpose rooms (refrigeration, reheating and beverage preparation only).</li> <li>• Storage for multipurpose room equipment (chairs and table).</li> <li>• Storage for AV equipment with racking.</li> </ul>
<b>Data and communications</b>	<p>Consultants will be required to liaise with City of Parramatta Council's information technology staff to ensure that current and future communications and data cabling requirements are met.</p> <ul style="list-style-type: none"> <li>• Intercoms and help points for customer assistance outside operating hours</li> <li>• NBN Connectivity to the Premises</li> <li>• Distributed Antenna System (DAS) throughout the facility area</li> <li>• Network Access for both the public and Council Staff</li> </ul>
<b>Deliveries &amp; Grease Trap</b>	<ul style="list-style-type: none"> <li>• Building design must accommodate delivery vehicles, up to the size of a large van.</li> <li>• Consider garbage and larger truck access as necessary and stipulated by council controls.</li> <li>• Grease waste trap and waste rooms located where they will not impact the operations of the community facility or impede standard business practises.</li> <li>• Inclusion of a separate dedicated service goods lift to service basement carpark and all floors of the facility ideally co-located with the basement loading dock.</li> </ul>
<b>Design</b>	<ul style="list-style-type: none"> <li>• A specialist architect is to be engaged by Council to prepare the design package for the library and community facility.</li> <li>• This document will inform the base building and warm shell fit out (to be prepared by the developer) to ensure the delivery of the library and community facility.</li> </ul>
<b>Disaster preparedness</b>	<ul style="list-style-type: none"> <li>• Shut-off points for power, water and other utilities must be in places that are easy for staff and authorised personnel to access.</li> <li>• First aid resources including defibrillators are required, on each floor of the facility. Defibrillators should be on an alarm connected to the Council's security network.</li> <li>• A disaster response bin must be included in the fit out as well as spatial allocation in the floorplan that includes sufficient materials to protect shelf contents in the event of an emergency.</li> <li>• Flood mitigation measures must be discussed with council officers in the early planning stages.</li> </ul>
<b>Electrical</b>	<ul style="list-style-type: none"> <li>• Electrical services should be designed to meet Council's environmentally sustainable design objectives.</li> <li>• Ducting, conduits and cable trays must allow for long-term changes throughout the life of the building.</li> <li>• Centralised power switches will be required where it isn't necessary to turn off all individual switches (e.g. for public access computers when the library is closing).</li> <li>• Electrically 'noisy' equipment should not be on the same circuits as computer equipment and switchboards should be located where electromagnetic interference will not affect sensitive equipment or raise WHS issues.</li> <li>• Child-resistant safety plugs are required for all floor-level power points.</li> </ul>

<b>Entry Lobby</b>	<ul style="list-style-type: none"> <li>• A shared entry lobby / reception area for both library and community facility that includes digital wayfinding for both the facility and temporary / event related purposes.</li> <li>• The entry lobby is to be separable space from the library &amp; community facility.</li> <li>• The lobby must be highly visible and have a welcoming and pleasant quality. The entrance should be provided with double automatic entry doors (including airlock) that can be secured after hours and must allow for equitable accessible entry for all user groups including people with mobility impairments, motorised scooters, and double width prams.</li> <li>• The design of this area should facilitate after-hours access to the meeting rooms and quiet study spaces and the amenities which service these rooms.</li> <li>• There should be a clear, practical internal path of access from Council's allocated car spaces to the entry lobby.</li> <li>• Requires lounge seating and spaces for people to sit and wait or to review community notices.</li> <li>• The entry lobby is a potential location for public art installations – either permanent or temporary.</li> </ul>
<b>Finishes</b>	<ul style="list-style-type: none"> <li>• All interior finishes and materials should be selected from cost effective, proprietary products with proven functional integrity and long-term availability.</li> <li>• The 'zoning' of the separate areas may be enhanced through the use of screens of appropriate height and acoustic performance, bold graphics, directional way-finding signage and carefully located lighting. Separate zones may also be defined via contrasting treatment to access routes.</li> <li>• General colour selection to major elements such as the floors, ceiling and walls will be neutral and light in colour to encourage light penetration, with final selections being capable of withstanding high traffic and an allowance for simple ongoing maintenance regimes.</li> <li>• Finishes and fittings should be selected to meet Council's environmentally sustainable design (ESD) objectives.</li> <li>• Consideration should be given to locally sourced materials where practical.</li> <li>• Finishes should be durable, high quality, low maintenance and discourage graffiti; paint finishes should be easy to clean.</li> <li>• Flooring should be selected to meet the needs of the specific area, durability and ESD objectives; consider carpet tiles, rubber, concrete, timber, etc.</li> <li>• Carpet must be heavy duty (ACCS 'contact extra heavy duty' 48 oz), particularly in high-traffic areas like entrances, counters and most staff areas; carpet squares are preferred. A spares allowance of 15% should be included in the planning for carpet squares to allow for replacements over the life of the facility.</li> </ul>
<b>Facilities and Building Compliance, including Fire Services</b>	<ul style="list-style-type: none"> <li>• The space must be built (cold and warm shell) to achieve a Class 9 Classification under the National Construction Code.</li> <li>• Airconditioning throughout the fit out, able to be programmed in zones and times to suit operational requirements.</li> <li>• HVAC and Fire systems must be installed to meet relevant legislation and will be linked to City of Parramatta Council's security.</li> </ul>

<b>Flexibility</b>	<p>Interiors must be able to adapt to future uses and services. Elements that assist adaptability include:</p> <ul style="list-style-type: none"> <li>• Provide spaces for a wide variety of programs and services that assist individuals to achieve their potential including academic, business and creative skills.</li> <li>• Provides spaces for residents and community groups to hire for private functions.</li> <li>• Are designed to be adaptable and flexible with good storage facilities</li> <li>• Are able to be set up for different users with a minimum of turnaround time and labour.</li> <li>• Are managed by Council's enterprise booking systems.</li> <li>• Provide modern support spaces including kitchens that facilitate re-heat and service catering.</li> <li>• Extensive use of modular loose furniture.</li> <li>• Limiting the number of 'built in' items.</li> <li>• Locating 'inflexible' elements such as service cores and toilets where they won't hamper future flexibility of space and ensure an open plan layout.</li> <li>• A flexible enough design to accommodate future floor space, resources and technology changes.</li> <li>• Providing operable walls to allow spaces to be divided or connected to suit a range of activities.</li> <li>• Provide good acoustic separation between rooms to allow noisy activities adjacent to rooms with a quiet activity.</li> <li>• Provision of lockable user storage in rooms to allow for quick set up and clean up between activities.</li> <li>• Provision of well-placed furniture storage to allow furniture to be moved in and out of spaces for different uses.</li> <li>• Provision of suitable floor finishes, including timber floors with rubber cushioning to allow a variety of physical activities and impervious surfaces to allow for children's activities, and art and craft.</li> <li>• Provision of catering facilities including user kitchenette and a reheat "catering" kitchen for the meeting rooms.</li> <li>• Provision of supporting AV technologies appropriate for the function of the room.</li> </ul>
<b>Floor loading</b>	<ul style="list-style-type: none"> <li>• Design should accommodate and encourage flexible use of space, allowing bookshelves to be installed at virtually any point and with loadings in line with the relevant Australian Standard.</li> <li>• The entire library space should be able to accommodate library shelving. A structural engineer's assessment would be required as part of the design process and is expected to have a loading of more than 10 kPa.</li> </ul>
<b>Functionality</b>	<p>Bookable, flexible working spaces are to be designed to allow individuals and groups to meet the requirements of contemporary work, research and study, and collaboration through conferencing. It is anticipated that these spaces could be used by entrepreneurs, creatives, academics, innovators, educators or students.</p> <p>Community lounge area is to be designed to accommodate the specific needs of the Carlingford community. Reading and game playing opportunities should be provided.</p>

<b>Furniture</b>	<ul style="list-style-type: none"> <li>• Furniture should be selected to be long lasting, easy to clean and Council's environmentally sustainable design objectives.</li> <li>• All accessible furniture and fittings meet Australian Standards.</li> <li>• Design and selection must account for the large number and type of people who use the library, including those with a disability and children.</li> <li>• Furniture must be safe and ergonomic, easy to maintain, and robust but attractive.</li> <li>• Readily available, standard items of furniture is preferred over expensive and hard to replace custom-made items.</li> <li>• Tables and desks should have power and cable management include in their design. Each study desks / location (per student) is to contain 1 x USB-A, 1 x USB-C &amp; 1 x 240w power supply.</li> <li>• Minimum of 20% of all chairs within the fit out must have arms to meet DDA compliance.</li> <li>• 20% fixed bench and or meeting tables to meet wheelchair accessible height.</li> <li>• 10% of loose meeting room tables must have powered adjustable height functionality to meet wheelchair access compliance.</li> </ul>
<b>Graffiti and Vandalism Prevention</b>	<ul style="list-style-type: none"> <li>• When possible, use anti-graffiti paints for wall surfaces.</li> <li>• Implementation of graffiti prone surfaces within the design of the library and community facility.</li> </ul>
<b>Hydraulics</b>	<ul style="list-style-type: none"> <li>• Hydraulic design should meet Council's environmentally sustainable design objectives.</li> <li>• Fixtures and fittings must have the highest possible water efficiency rating and controls to minimise water use.</li> <li>• Potable water must be available from all domestic taps.</li> <li>• Inclusion of a separated dedicated service goods lift to service basement carpark and all floors of the facility ideally co-located with the basement loading dock.</li> </ul>
<b>Layout</b>	<p>The preferred layout for the facility is based on the following:</p> <ul style="list-style-type: none"> <li>• Lower Ground Floor – Community Space and storage</li> <li>• Ground Floor – Entry lobby, Community Spaces, Multipurpose Rooms and Quiet Study area</li> <li>• First Floor – Library and study area and back of house spaces – office and storage</li> </ul> <p>Locating the Library on the Ground and upper floor and the Community spaces on the lower floor will allow for a better noise barrier between residents and the community spaces, particularly during after-hours usage and private events.</p> <p>Locating the Community Spaces – (e.g. Multipurpose rooms and quiet study area) on the ground floor will enable easy out of hours access for patrons.</p> <p>Layout will be finalised in the Detailed Design, prior to issue of Building F construction certificate.</p>

<b>Landscaping (by Council)</b>	<ul style="list-style-type: none"> <li>• Landscaping (if located within the Community Hub footprint or the design) should meet Council's environmentally sustainable design objectives.</li> <li>• Landscaping should be low maintenance and complement the design of the buildings and outlook.</li> <li>• Design should consider the use of open space as an extension of library activity, whether reading, using Wi-Fi, meeting, leisure and programmed events.</li> </ul>
<b>Library and Community Facility – General</b>	<p>The layout of the library and Community Facility should include elements such as:</p> <ul style="list-style-type: none"> <li>• Welcome desk/customer service and reservations storage</li> <li>• Community lounge</li> <li>• Learning activities lab/digital hub</li> <li>• study areas with extended access including single study tables and pods with screens for group study</li> <li>• Pop up or collaboration work spaces</li> <li>• Children's area</li> <li>• Youth area</li> <li>• Makerspace</li> <li>• Multipurpose rooms that can be programmed or hired by customers</li> <li>• Tech bar/room</li> <li>• Printers / Scanning facilities (allow 2 large machines and Monitor kiosks)</li> <li>• Publicly accessible computers</li> <li>• Programs areas e.g. for language groups</li> <li>• Seating</li> <li>• Natural and creative elements which support children's interests</li> <li>• Amphitheatre multipurpose space</li> <li>• Stock shelves/displays</li> <li>• General library space</li> <li>• Administration spaces</li> <li>• Storage</li> </ul> <p>Community lounge area is to be designed to accommodate the specific needs of the Carlingford community. Reading and game playing opportunities should be provided.</p>

<b>Library – Collection and Shelving</b>	<p>The cost of the initial “opening” Collection should be included in the fit-out costs, and include books, periodicals and digital items.</p> <p>The volume of the collection is anticipated to be 25,000 items.</p> <p>Collection shelving –</p> <ul style="list-style-type: none"> <li>• Freestanding collection shelving should be on robust castors, double sided and no greater than 1600mm high in adult areas and 1300mm high in children’s / youth spaces.</li> <li>• Fixed Wall shelving in adult areas should be a maximum 1800mm high and in children’s spaces 1500mm high.</li> </ul> <p>For the purposes of calculation of shelving requirements allow:</p> <ul style="list-style-type: none"> <li>• Adults: 5 shelves per bay and min 1.5 front facing (display) shelves per bay for freestanding shelves, allow 6 shelves per bay with 2 front facing display shelves per bay.</li> <li>• Children: 2 shelves per bay and all front facing and book bins below.</li> </ul> <p>The compactus in back of house can be surface-mounted or flush with the floor, with one or more access aisles/unit of shelving, for greater use of floor space for low-use materials.</p>
<b>Library – Collection Technology and Membership facilities</b>	<p>Technology Providers must match existing City of Sydney providers / Enterprise solution for ease of management and a consistent customer experience.</p> <p>Technology infrastructure to be included in the library fit out would include as a minimum:</p> <ul style="list-style-type: none"> <li>• RFID Self checkers– borrowing stations and return shelves (Joinery with RFID functionality).</li> <li>• Book boxes (Collection and Return lockers) for customer collections located in both the library and the quiet study space.</li> <li>• RFID Gates at all entry /exit points to the library spaces</li> <li>• Self Help Kiosks to access the Digital Collection</li> <li>• Large format photocopier and Monitor Kiosks for Customer Photocopy and Scanning facilities.</li> </ul> <p>The quantity of these items would be determined by the facility design and collection size.</p>
<b>Lighting</b>	<ul style="list-style-type: none"> <li>• Lighting should be selected and designed to meet City of Parramatta Council’s environmentally sustainable design objectives.</li> <li>• Lighting lux levels to meet library standard guidelines.</li> <li>• Light levels should generally follow Australian Standards.</li> <li>• Lighting design should use natural light to best advantage, both for aesthetic and energy conservation reasons.</li> <li>• Lighting design should avoid excessive heat loss or gain, glare and the unwanted effects of direct or reflected light.</li> <li>• Main light switches to be located near staff entry/exit points.</li> </ul>

<b>Operating Hours</b>	<p>The following are the proposed opening hours for the facility and should be included in any planning approvals:</p> <ul style="list-style-type: none"> <li>a) General Facility and Library Opening Hours: <ul style="list-style-type: none"> <li>• 10am - 9pm Monday to Friday</li> <li>• 10am - 6pm Saturday</li> <li>• 10am - 6pm Sunday</li> </ul> </li> <li>b) Proposed Community Facility Hours: <ul style="list-style-type: none"> <li>• 5am - 11pm 7 days per week (subject to actual events / programming activities). If not in use, these spaces will be closed/secured. Only quiet activities (e.g. yoga and tai chi) will be programmed prior to 7am). Any evening events will be respectful of adjoining residents and restrict noise emission.</li> </ul> </li> <li>c) Quiet Study space: <ul style="list-style-type: none"> <li>• 24/7 (Members only access)</li> </ul> </li> </ul> <p>The Council reserves the right to amend the opening hours (including Public Holidays) subject to operating requirements.</p>
<b>Parking</b>	<ul style="list-style-type: none"> <li>• The provision of 20 parking spaces to be dedicated to Council which will include loading/delivery spaces, disabled parking spaces and staff parking spaces. The allocation and purpose of these spaces will be at Council's discretion.</li> <li>• The 20 parking spaces are to be provided within the basement of the building that contain the Library and Community Facility to the satisfaction of City of Parramatta.</li> <li>• All parking should level and convenient access to the facility lobby or lifts.</li> <li>• Safe and accessible bicycle and mobility scooter parking must be provided close to the facility entry.</li> </ul>
<b>Quiet Study Space</b>	<ul style="list-style-type: none"> <li>• The quiet study space is located separately to the general library space.</li> <li>• It should have a capacity of a minimum 40 desks that enable users to study individually (Note: small group study spaces should be allocated in the general library spaces).</li> <li>• Access to the space should be restricted to members only and accessed via Council's access control system.</li> <li>• The space should have a minimum 2 duress buttons and an intercom help point at the entry.</li> <li>• The quiet study space should include a book box for collections and returns.</li> </ul>
<b>Safety and security</b>	<p>The hub must be designed to be safe and secure:</p> <ul style="list-style-type: none"> <li>• For security and after-hours zoning of component facilities and sub-parts.</li> <li>• External design should deter vandalism and graffiti and incorporate crime prevention through environmental design (CPTED) principles.</li> <li>• After-hours security lighting is essential.</li> <li>• All external lighting should use long-life components and be vandal resistant.</li> <li>• Consideration should be given to the after-hours returns chute both in terms of customer safety and prevention of vandalism of books.</li> <li>• Internal design must accommodate internal intruder alarms and alarms will generally be required on emergency exit doors.</li> <li>• Information/service desk must have a silent duress alarm for times when there is only one staff member on duty.</li> <li>• Sight lines and supervision of areas are to be reviewed in detail with the library staff.</li> <li>• Children's library design will require clear sightlines to and from the information/service desk and encourage passive surveillance/security.</li> <li>• Locking systems and pin pads must be consistent and compatible with Council's master key system.</li> </ul>




<b>Seating</b>	<p>Within the library area, there should be space allocations for solo study and small group study. This should include a variety of seating arrangements such as pods, desks, group collaboration spaces (including access to digital screens), meeting rooms and silent areas.</p> <p>Seating calculations should be based on the following:</p> <ul style="list-style-type: none"> <li>• Minimum of 20% of all chairs with arms to meet DDA compliance (to suit elderly and visitors and with mobility issues).</li> <li>• 20% fixed bench and or meeting tables to meet wheelchair accessible height.</li> <li>• 10% of loose meeting room tables adjustable height to meet wheelchair access compliance.</li> </ul>
<b>Sightlines</b>	<ul style="list-style-type: none"> <li>• Facility users and staff should be able to maintain visual contact with the exterior throughout the floorplan.</li> <li>• People outside the library should be able to see inside the library and get a feel for what it has to offer.</li> <li>• Space in the library should be designed to ensure that sightlines are maintained, and that secluded spaces are avoided.</li> <li>• Pillars should be minimised to what is practical in the design.</li> </ul>
<b>Signage and Wayfinding</b>	<ul style="list-style-type: none"> <li>• Any external signage and wayfinding must be agreed with the developer. Wayfinding signage should also include other parts of the development like the retail/supermarket facilities and childcare centre.</li> <li>• All signs must be vandal proof, have sufficient lighting where required, and where possible, integrated into the architecture of the development.</li> <li>• An efficient and legible text layout and the rules of arrangement must be consistent. The use and choice of colour will be dependent on the building finishes.</li> <li>• External signs from nearby crossroads, parking areas and walkways at regular intervals but at least at every major change in direction.</li> <li>• The provision of prominent external building signage is to be agreed with the developer.</li> <li>• The provision of digital signage/display at entry and near primary circulation paths.</li> <li>• The inclusion of appropriate editable signs e.g. opening hours, layout, current and forthcoming activities and events.</li> <li>• Internal hierarchy of signs for amenities, data rooms, shelving, signage, such as 'young adult', 'large print' through to editable shelf signs.</li> <li>• Provide tactual signs as the primary wayfinding and significant signage system.</li> <li>• Design tactual maps to provide sufficient data for vision impaired persons to orientate to their viewing area and to locate support facilities and key area.</li> <li>• Design signs to comply with the BCA Specifications with the appropriate qualifications from the specifications of Accessible Environments including for tactile characters, infographics and luminance.</li> <li>• Emergency exit and other statutory signage form part of the base building.</li> <li>• Some signs are required be in community languages (including non-Roman scripts).</li> </ul>
<b>Staff Office/Back of House</b>	<p>The staff office is to cater for at least 12 staff hot desks, with provision of cabling for laptops and/or lockers and separate meal room.</p>

<b>Stormwater and roof water</b>	<ul style="list-style-type: none"> <li>• Stormwater management must meet City of Parramatta Council's environmentally sustainable design objectives and stormwater modelling and strategies.</li> <li>• Discharge to the street stormwater system is suitable.</li> <li>• Roofing systems, gutters and downpipe design should consider the considerable risk to collections from rainwater and flood risk and apply the appropriate benchmarks for design and detailing.</li> </ul>
<b>Sustainability Principles</b>	<p>Incorporate both the energy efficiency requirements of section J outlined in the Building Code of Australia and the key sustainability principles noted below:</p> <ul style="list-style-type: none"> <li>• To provide effective heating and cooling that meets the needs of patrons and staff in all areas of the facility.</li> <li>• To provide individual air handling units to each functional area to allow zoned operation of air conditioning.</li> <li>• Provision of effective fixed external sun shading to all windows.</li> <li>• Minimise carbon emissions through use of automated natural ventilation to activity rooms and override controls through BMS to AC system.</li> <li>• Use of natural light to balance artificial light, whilst still complying with appropriate lighting levels and including automated controls to the facilities that manage lights when there is sufficient natural light.</li> <li>• Minimise carbon emissions through use of motion detector lighting controls to all support spaces, amenities and Activity Rooms.</li> <li>• Inclusion of LED lighting with time activated sensor controls.</li> <li>• Provide metering and control systems to optimise operational performance.</li> <li>• Reduce stormwater impact by collecting roof water for reuse in irrigation to landscaping and flushing of all toilets.</li> <li>• Support localised manufacturing in construction, maintenance, and operation.</li> <li>• Incorporate materials which capture carbon: materials such as plantation timber and bamboo products.</li> <li>• Incorporate green accredited materials: there are a range of materials accreditation organisations including GECA (See Green Building Council of Australia).</li> <li>• Incorporate low VOC products: (Volatile organic compounds commonly found in materials such as paints, polyurethanes, particle board, adhesives): reducing VOCs will provide a much healthier indoor environment.</li> <li>• Reduce medium density fibreboard (MDF): due to noxious formaldehyde glues utilised in production and where utilised use E0 grade product.</li> <li>• Consider methods for designed facilities to reduce energy beyond code compliance.</li> <li>• Reduce carbon emissions associated with vehicular transport by incorporating bike racks to promote low- carbon transport.</li> <li>• Utilise water sensitive design requirements are integrated seamlessly into the overall design of green spaces and landscaping for the facility, which become a showcase for water sensitive urban design.</li> </ul>
<b>Technology enabled</b>	<ul style="list-style-type: none"> <li>• NBN and DAS access to form part of the base build.</li> <li>• Powerful public access Wi-Fi on all levels of the library and community facility.</li> <li>• Public Wi-Fi access is to be provided 10m beyond the perimeter of the library and community facility.</li> <li>• Council Network Access to be provided as part of the fit out.</li> </ul>

Temperature and humidity	<ul style="list-style-type: none"> <li>• Council's environmentally sustainable design objectives aims should be noted.</li> <li>• Filtration will be provided by high efficiency (HEPA type) filters and air shall be delivered to the breathing zone by specifically selected swirl air diffusers. Any pollutant source shall be located within dedicated enclosed spaces and provided with direct exhaust to ensure that the air quality of the general library space is not affected.</li> <li>• The library shall create a healthy and productive space for learning and innovation. The provision of a high-quality internal environment is essential to achieving this outcome. The library shall be provided with a climate control system to provide fresh air throughout the space and maintain comfortable indoor conditions. The system shall respond to the varying uses within the building and be flexible so that it may accommodate future uses.</li> <li>• The system shall be capable of supplying 100% fresh air in economy cycle and night purge modes and provide energy efficiency through CO<sub>2</sub> control of outdoor air to match actual occupancy levels during peak design conditions.</li> <li>• Some paper-based library materials are prone to mould when subjected to high levels of relative humidity (RH).</li> </ul>
Vending Machines	<ul style="list-style-type: none"> <li>• Vending machines should be located within the general library area, entrance / lobby area and within close proximity to bathrooms.</li> <li>• Vending machine space is to have Wi-Fi / mobile phone reception with a flush/ integrated design to its surrounds to maintain site lines.</li> </ul>
Walls	<ul style="list-style-type: none"> <li>• Walls should be suitable for display purposes wherever possible, including hanging systems or locations identified for permanent artwork and graphics.</li> <li>• Walls must be protected from trolley impact in high-traffic areas like corridors, doorways and information/service desk.</li> </ul>
Waste Strategy	<ul style="list-style-type: none"> <li>• Waste storage and provisions for removal is to be included in the design for the Library and Community Facility. The waste strategy will require integration with the library's operational planning, and base building operations.</li> </ul>
WHS	<ul style="list-style-type: none"> <li>• WHS issues should be considered and accommodated throughout the planning and design process so that public and staff areas meet the highest standards.</li> <li>• The design team should participate in Safety in Design processes during the design and construction phases.</li> </ul>
Windows	<ul style="list-style-type: none"> <li>• Staff and public areas must have access to natural light to all levels.</li> <li>• Direct sunlight should generally not fall on collections or create glare for computer users.</li> <li>• Windows that can be opened must have locks and keyed alike.</li> <li>• Window blinds must be childproof (no cords at child height).</li> </ul>





28/8/24

