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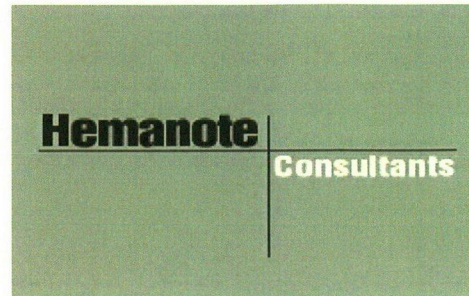


339 FOREST ROAD, BEXLEY
PROPOSED CHILDCARE CENTRE

TRAFFIC & PARKING IMPACT ASSESSMENT

JUNE 2019

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TRAFFIC & PARKING IMPACT ASSESSMENT
339 FOREST ROAD, BEXLEY
PROPOSED CHILDCARE CENTRE
DATE: 26 JUNE 2019

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Document Management

Traffic & Parking Assessment Report – 339 Forest Road, Bexley

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1 INTRODUCTION

This report has been prepared by Hemanote Consultants to assess the traffic and parking implications of the proposed childcare centre to be located at 339 Forest Road, Bexley, accommodating up to 80 children between the ages of 0 to 5 years old.

This report is to be read in conjunction with the architectural plans prepared by Couvaras Architects (reduced copy of the plans are attached in Appendix A of this report) and submitted to Bayside Council as part of a Development Application.

This report is set as follows:

- *Section 2:* Description of the existing site location and its use;
- *Section 3:* Description of existing traffic & transport conditions near the subject site;
- *Section 4:* Description of the proposal, vehicular access, on-site parking provision and on-site layout and circulation;
- *Section 5:* Review of on-street parking conditions near the subject site; and impacts on parking;
- *Section 6:* Assessment of Impacts on traffic near the subject site; and
- *Section 7:* Outlines Conclusions.

2 EXISTING SITE DESCRIPTION

➤ Site Location

The subject site has an overall area of approximately 8,400m² and is located on the western side of Forest Road, between its intersections with Bayview Street and Broadford Street, at property No. 339 Forest Road, within the suburb of Bexley. The site has a frontage of 112 metres to Forest Road from the east, 163.5 metres to Bayview Street from the south west and 75 metres to Broadford Street from the north east. Refer to Figure 1 for a site locality map.

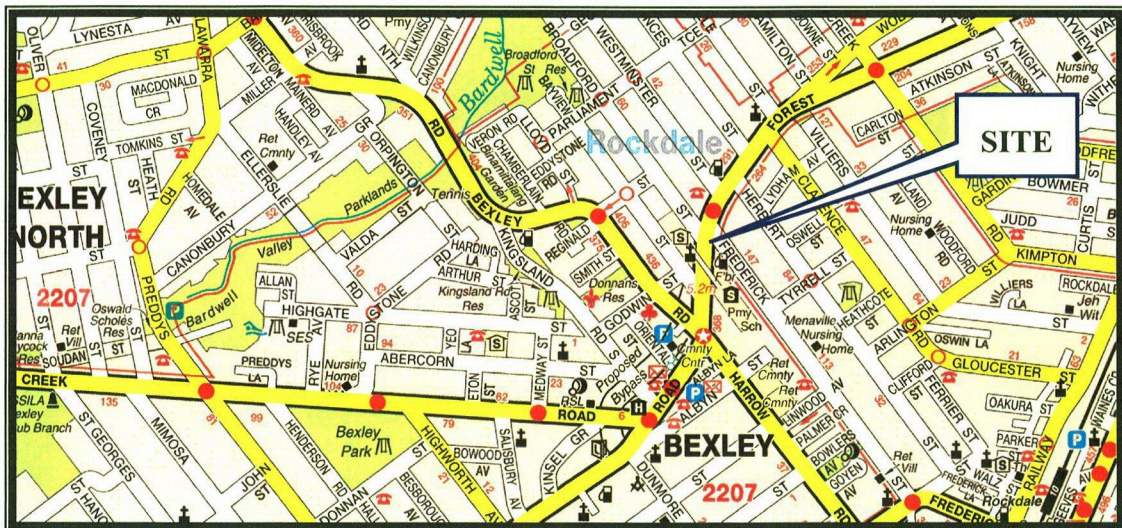


Figure 1: Site locality map

➤ Existing Site & Surrounding Land Use

The subject site is currently occupied by a place of public worship (church) with peak use on Sundays and Friday nights, a primary school campus during weekdays only, an ancillary building for the church and at-grade car parking. It is located in a mixed-use area characterised by residential dwellings and commercial/retail properties and Bexley Public School fronting Forest Road.



Photo 1: Site frontage to Bayview Street

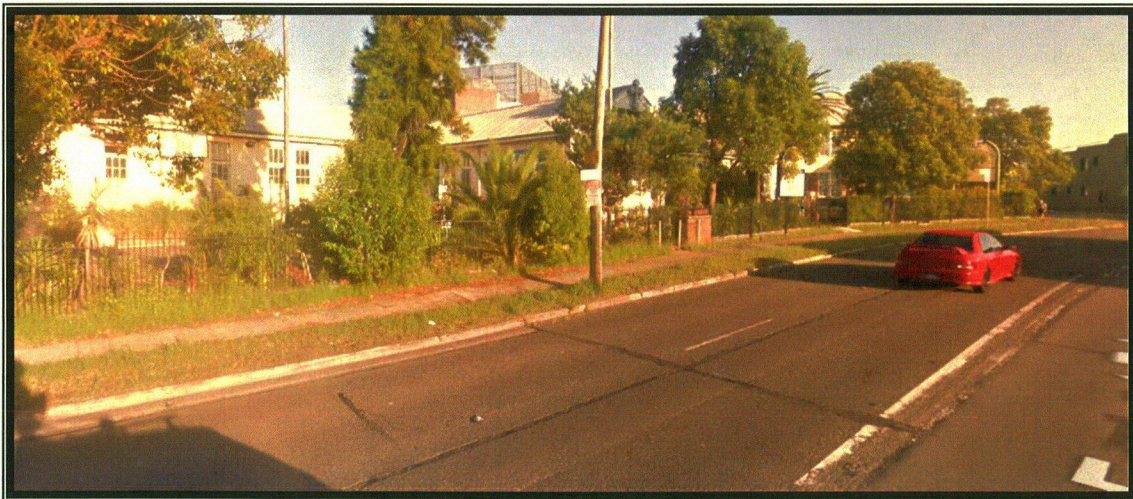


Photo 2: Site frontage to Forest Road



Photo 3: Site frontage to Broadford Street

3 EXISTING TRAFFIC CONDITIONS

3.1 Road Network and Classification

Forest Road is a State Road running north-south in the vicinity of the subject site, between Bexley Road (state road) and Westminster Street (local road). It intersects with a number of local roads including Bayview Street and Broadford Street and state roads including Harrow Road & Bexley Roads near the subject site.

3.2 Road Description and Traffic Control

Forest Road is a four-lane, two-way undivided road, with a width between kerbs of approximately 14 metres. This carriageway generally provides two travel lanes per direction. At present, kerbside parking is not permitted along the western side of Forest Road between 6am to 10am on Monday to Friday, as indicated by the 'clearway' parking signs. Additionally, kerbside parking is not permitted near the subject site, as indicated by the 'No Stopping' and 'Bus Zone' signs. Kerbside parking is not permitted along the eastern side of Forest Road, opposite the subject site between 3pm – 7pm on Monday to Friday, as indicated by the 'Clearway' parking signs, with 'No Parking' restriction applied at all other times.

The legal speed limit on Forest Road is 60 km/h, with the exception of the School Zone speed limit of 40km/h between 8:00am and 9:30am and 2:30pm and 4:00pm on school days. Forest Road forms 'T' intersections with Bayview Street and with Broadford Street at the subject site and are controlled by T-priority given to traffic travelling along Forest Road.

Bayview Street is a four-lane, two-way undivided local road, with a width between kerbs of approximately 13 metres. These four lanes generally provide one travel lane per direction, plus a kerbside parking lane on each side of the street. At present, unrestricted parking is permitted on both sides of the street with the exception of the signs posted (No Parking 8:30 – 9:30am and 3:00pm - 3:30pm and Bus Zone on school days) restrictions outside the primary school campus.

The legal speed limit on Bayview Street is 50 km/h, with the exception of the School Zone speed limit of 40km/h between 8:00am and 9:30am and 2:30pm and 4:00pm on school days.



Figure 2: Aerial photograph of the subject site and surrounding road network

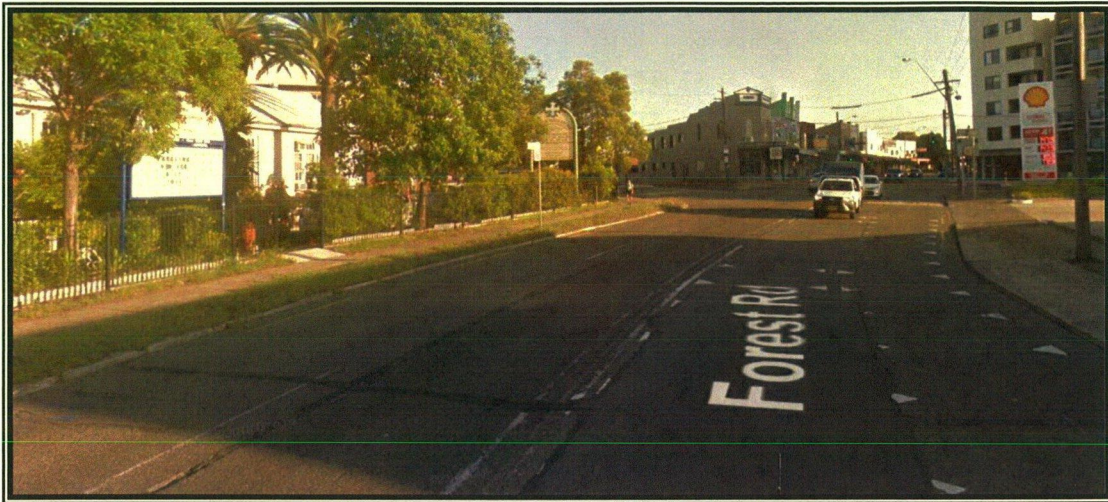


Photo 4: Forest Road near the subject site – facing north

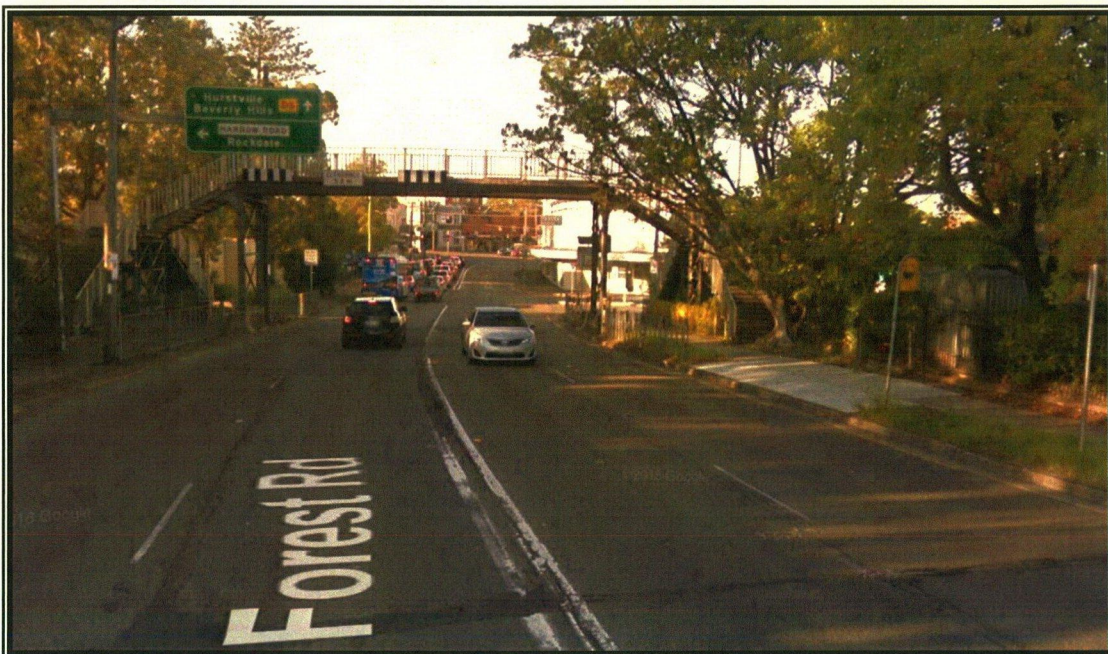


Photo 5: Forest Road near the subject site – facing south



Photo 6: Bayview Street at the subject site – facing west

The current traffic flows on Bayview Street are appropriate for a local road located in a mainly residential area with an existing primary school campus and church and in the immediate vicinity of a mixed retail/commercial area fronting a state road such as Forest Road. Current Traffic on Bayview Street is free flowing traffic without any major queuing or delays in peak hours, with spare capacity.

It is determined that the existing Level of Service on Bayview Street is at level 'B', in accordance with Table 4.4 of the Roads & Maritime Services' *"Guide to Traffic Generating Developments - 2002"* (attached below) with peak hour flow being less than 380 vehicles/hr per direction.

Level of Service	One Lane (veh/hr)	Two Lanes (veh/hr)
A	200	900
B	380	1400
C	600	1800
D	900	2200
E	1400	2800

Table 4.4: Urban road peak hour flows per direction (RMS Guide)

3.3 Existing Transportation Services

The subject site has great access to existing public transport services in the form of trains and buses. The site is located approximately 1.5km northwest of Rockdale Railway Station (4 minutes by car travel).

Regular bus services operate along both sides of Forest Road, Bexley Road and Harrow Road near the subject site (i.e. bus routes 452, 473, 492 and 493).

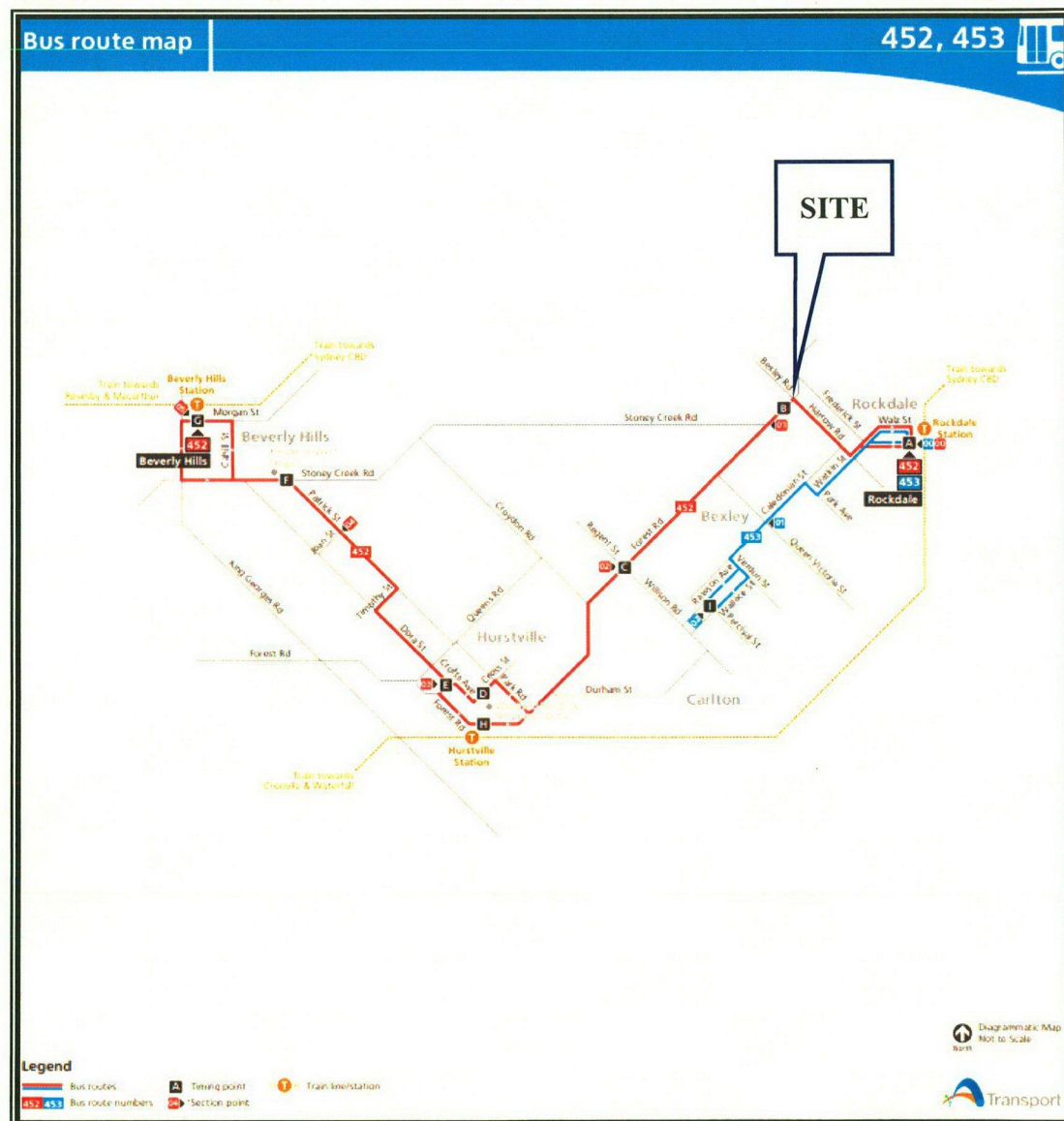


Figure 3: Local bus routes in the vicinity of the subject site (Transport NSW)

4 PROPOSED DEVELOPMENT

4.1 Description of the proposal

The proposed development application seeks approval for the construction of a new childcare centre building at the south western corner of the site over a basement car park, adjacent the existing church and primary school buildings located at 339 Forest Road, Bexley.

The proposed development would consist of the following elements:

1. Childcare centre building accommodating up to a maximum of 80 children:
 - 20 children between the ages of 0 to 2 years old (5 staff members).
 - 30 children between the ages of 2 to 3 years old (6 staff members).
 - 30 children between the ages of 3 to 5 years old (3 staff members).
2. Thirty (32) additional off-street parking spaces, including twenty (20) car spaces in the basement level and twelve (12) at-grade car spaces, including two (2) accessible parking spaces with a common shared area in the basement.
3. A bicycle storage facility for up to eight (8) bicycles.
4. In addition to existing at-grade car parking for the existing church and school uses all throughout the site.

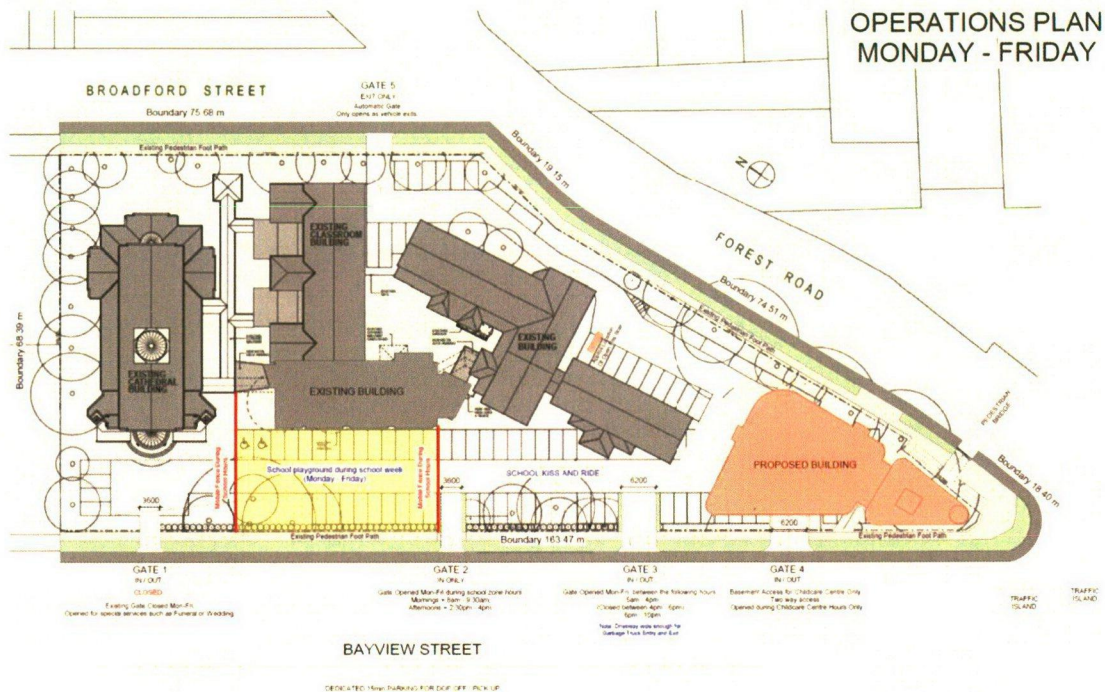
There will be a maximum of sixteen (16) staff members at any given time (including 14 staff + admin + cook). The proposed hours of operation of the centre will be from 7.00am to 6.00pm on weekdays only.

Refer to **Appendix 'A'** for the proposed development plans.

4.2 Vehicular & Pedestrian Access

The vehicular access to and from the proposed off-street parking area for the childcare centre facility will be via a new driveway crossing in Bayview Street, to be located approximately 42 metres from its junction with Forest Road (at the same location of the existing access driveway). The proposed new driveway is to have a width of 6.2 metres, providing two-way vehicular access to the basement level.

There will be a total of five (5) vehicular access driveways for the entire site, where each driveway is controlled by a gate that only opens during specific proposed operation hours across the weekdays and weekends. Refer to the site plan shown below for the location of the driveways and their intended use on weekdays, during the operation hours for the proposed childcare centre.



Gates 1 to 4 are located on Bayview Street and gate 5 is located on Broadford Street. There will be no vehicular access from Forest Road.

Gate 1 is an existing gate that only opens on the weekends for the existing church use and during special services and events such as funerals and weddings. This existing access driveway provides for one-way traffic entering the site only. This gate is closed during Mondays to Fridays.

Gate 2 is a proposed gate that only opens on Mondays to Fridays during school zone hours between 8.00am to 9.30am and 2.30pm to 4pm. The proposed access driveway has a width of 3.6 metres and provides for one-way traffic entering the site only, which is compliant with AS2890.1:2004 – Table 3.2. This gate is closed on the weekends.

Gate 3 is a proposed gate that opens on Mondays to Fridays between 5.00am to 4.00pm and 6.00pm to 10.00pm. It is closed between 4.00pm to 6.00pm. It also opens on Saturdays between 6.00am to 10.00pm. The proposed access driveway

has a width of 6.2 metres and provides for two-way traffic, which is compliant with AS2890.1:2004 – Table 3.2. Additionally, this driveway will provide access for a waste collection truck (Small Rigid Vehicle – SRV), which is compliant with AS2890.2:2018. This gate will be used for deliveries and will be accessed by delivery trucks or vehicles. **Deliveries** for the proposed childcare centre will be restricted to off-peak hours (i.e. outside of the drop-off and pick-up childcare centre peak periods), in order to minimise impacts on traffic and parking for and around the subject site.

Delivery vehicles will enter and exit the site through Gate 3 and may also choose to exit from Gate 5.

Gate 4 is an existing driveway to be reconstructed and widened and its gate opens on weekdays and weekends, including the hours of operation of the proposed childcare centre. The existing access driveway will be widened to a width of 6.2 metres for two-way traffic flow, which is compliant with AS2890.1:2004. It provides access to the basement car parking spaces.

Gate 5 is an existing gate located in Broadford Street and has an automatic gate which only opens as vehicles exit, via the use of a sensor. It only provides vehicular access to exit the site throughout the week.

Pedestrians on the east side of Forest Road can utilise the existing overhead pedestrian bridge to safely access the childcare centre site, when required. There is also a pedestrian access gate and ramp that is separated from any vehicular access point and is located on the existing pedestrian footpath next to gate 4.

All vehicular access is to be located and constructed in accordance with AS2890.1:2004, where adequate sight distance is provided and all vehicles are to ingress and egress the site in a forward direction. There will be no vehicular access to or from the subject site from Forest Road at any time.

4.3 On-site Parking Provision

Rockdale Development Control Plan 2011, Part 4.6 “Car parking, Access and Movement” requires off-street parking for childcare centres to be provided at the following rates:

- 1 space per 20 children, plus;
- 1 space per 2 members of staff (part time or full time), plus;
- 1 space per residential component, plus;
- 1 bicycle parking space per 10 children.

The proposed childcare centre is to have a maximum of 80 children and up to 16 staff members at any given time and does not have an associated dwelling; therefore on-site parking is to be provided as shown in Table 1 and Table 2 below:

Age Group	Number of Children	Number of Staff	Parking rates	
0-2 years	20	5	1 space per 20 children	1 space per 2 staff
2-3 years	30	6		
3-6 years	30	3		
Total	80	16 (14 + 2)		
Total off-street car parking spaces required		4 + 8 = 12 car spaces		
Total off-street car parking spaces proposed		20 car spaces		
Compliance with off-street car parking		Yes		

Table 1: On-site car parking requirements and provision

The proposed development requires a minimum of twelve (12) on-site car parking spaces and eight (8) on-site bicycle parking spaces.

The proposed development provides a total of twenty (20) off-street car parking spaces, including two (2) accessible parking spaces and eight (8) bicycle storage/parking spaces.

Therefore, the on-site parking provided is considered adequate for the proposed development and in excess of Council's requirements.

The proposed car parking provision is also compliant with the car parking rate of 1 car space per 4 children, in accordance with the RMS 'Guide to Traffic Generating Developments' for childcare centres.

Drop-off & Pick-up of children

The drop-off and pick-up of children for the proposed child care centre is to take place within the dedicated off-street car parking spaces.

The management of the child care centre is to advise and instruct parents and care takers to utilise the dedicated on-site car parking spaces during the drop-off and pick-up of their children.

It should also be noted that convenient on-street parking opportunities are also available on Bayview Street near the subject site and does not affect the amenity of the adjacent area, with all neighbouring residential dwellings having their own off-street parking facilities. A signposted 15min on-street parking zone for drop-off and pick-up is also located on Bayview Street along the site frontage and near the existing primary school building, which is currently used for the drop-off and pick-up of school students.

4.4 On-site Parking Layout and Circulation

The proposed layout of the on-site car parking area has been designed to enhance vehicular access, where vehicles can enter and exit the site in a forward direction at all times, through the provision of adequate internal traffic aisles width and turning space.

AS2890.1:2004 Parking facilities Part 1: Off-street car parking requires a minimum parking space width of 2.4 meters (for long-term employee parking) and 2.6 metres (for short-term visitor parking) and a minimum length of 5.4 meters. The proposed off-street car parking spaces have a width of 2.6 metres and a length of 5.4 meters, which is adequate. Columns are located at 750mm from the front of the adjacent parking spaces, which is adequate in accordance with AS2890.1:2004.

The accessible car parking spaces have a width of 2.6 meters and a length of 5.4 metres, in addition to an adjacent 2.6 metres wide shared/no parking area with a bollard, and the minimum headroom of 2.5 metres is provided for accessible parking spaces, which is adequate in accordance with AS2890.6:2009.

The blind aisles have been extended by a minimum of 1 metre beyond the last parking space and the end parking spaces next to obstructions have been widened by at least 300 mm in accordance with Clause 2.4.2 (c) of AS2890.1:2004.

Clause 2.4.2 of AS2890.1-2004 requires a minimum aisle width of 5.8 metres for two-way aisles, adjacent to 90° angle parking. The proposed aisles within the parking area have a minimum aisle width of 6 metres, which is adequate for two-way traffic and manoeuvring into and out of parking spaces.

The ramp to the basement has a clear width of 6.2 metres, in addition to a 300mm wide kerb on either side of the ramp which is adequate in accordance to AS2890.1:2004. The proposed ramp has a grade of 1:20 (5%) for the first 6 metres within the site and has a maximum grade of 1:4 (25%), with a change of grades of 1:8 (12.5%) for 2 metres at either end of the ramp to prevent vehicle scrapping.

A minimum 2.2 metres headroom clearance is generally provided from the entry to car park level to the underside of all services conduits and suspended stormwater pipelines, in accordance with clause 5.3.1 of AS2890.1:2004. A minimum 2.5 meters headroom clearance is provided above accessible parking spaces and adjacent shared zones in accordance with clause 2.4 of AS2890.6:2009.

All vehicular manoeuvring within the site has been designed and checked using the SRV, B99 and B85 design turning paths from AS2890.1:2004, AS2890.2:2018 and Austroads. Refer to the vehicle swept path diagrams attached in **Appendix 'B'** of this report.

It is recommended that traffic convex mirrors are to be installed to provide vehicles entering the basement car park with sight lines of oncoming traffic in front of the ramp.

Therefore, the car parking layout and circulation are considered to be adequate in accordance with AS2890.1:2004, AS2890.6:2009 and AS2890.2:2018, where vehicles are to enter and exit the site in a forward direction at all times.

5 EXTERNAL TRAFFIC IMPACT

5.1 Existing Parking Controls

The subject site is located in a mixed-use area characterised by residential dwellings and commercial/retail properties fronting Forest Road. At present, unrestricted parking is permitted on both sides of Bayview Street with the exception of the signposted (No Parking 8:30 – 9:30am and 3:00pm - 3:30pm and Bus Zone on school days) restrictions outside the primary school. On-street car parking is also permitted in Broadford Street.

5.2 Impacts of Proposed Development on Parking

The parking demand resulting from the proposed childcare centre can be easily accommodated within the proposed compliant off-street car and bicycle parking for staff and parents/visitors.

It should also be noted that convenient on-street parking opportunities are also available on Bayview Street near the subject site and does not affect the amenity of the adjacent area, with all neighbouring residential dwellings having their own off-street parking facilities. A signposted 15min on-street parking zone for drop-off and pick-up is also located on Bayview Street along the site frontage and near the existing primary school building.

Therefore, the proposed childcare centre will have no adverse impacts on parking in the surrounding area.

6 EXTERNAL TRAFFIC IMPACT

An indication of the potential traffic generation of the proposed development is provided by the *RMS Guide to Traffic Generating Development - 2002*.

The Guide specifies the following traffic generation rates for childcare centres:

- 0.8 peak period vehicle trips per child between 7.00am and 9.00am; and
- 0.7 peak period vehicle trips per child between 4.00pm and 6.00pm.

Therefore, the proposed development site has an estimated peak hour traffic generation as shown on the following table:

Type of development on site	Peak period vehicle trips	
	AM Peak Period	PM Peak Period
Childcare centre accommodating 80 children	64	56

It should be noted that the rate used by the RMS Guide is based on surveys of childcare centres, where it was determined that the mean proportion of children transported to the centre by car was 93% for long-day care centres.

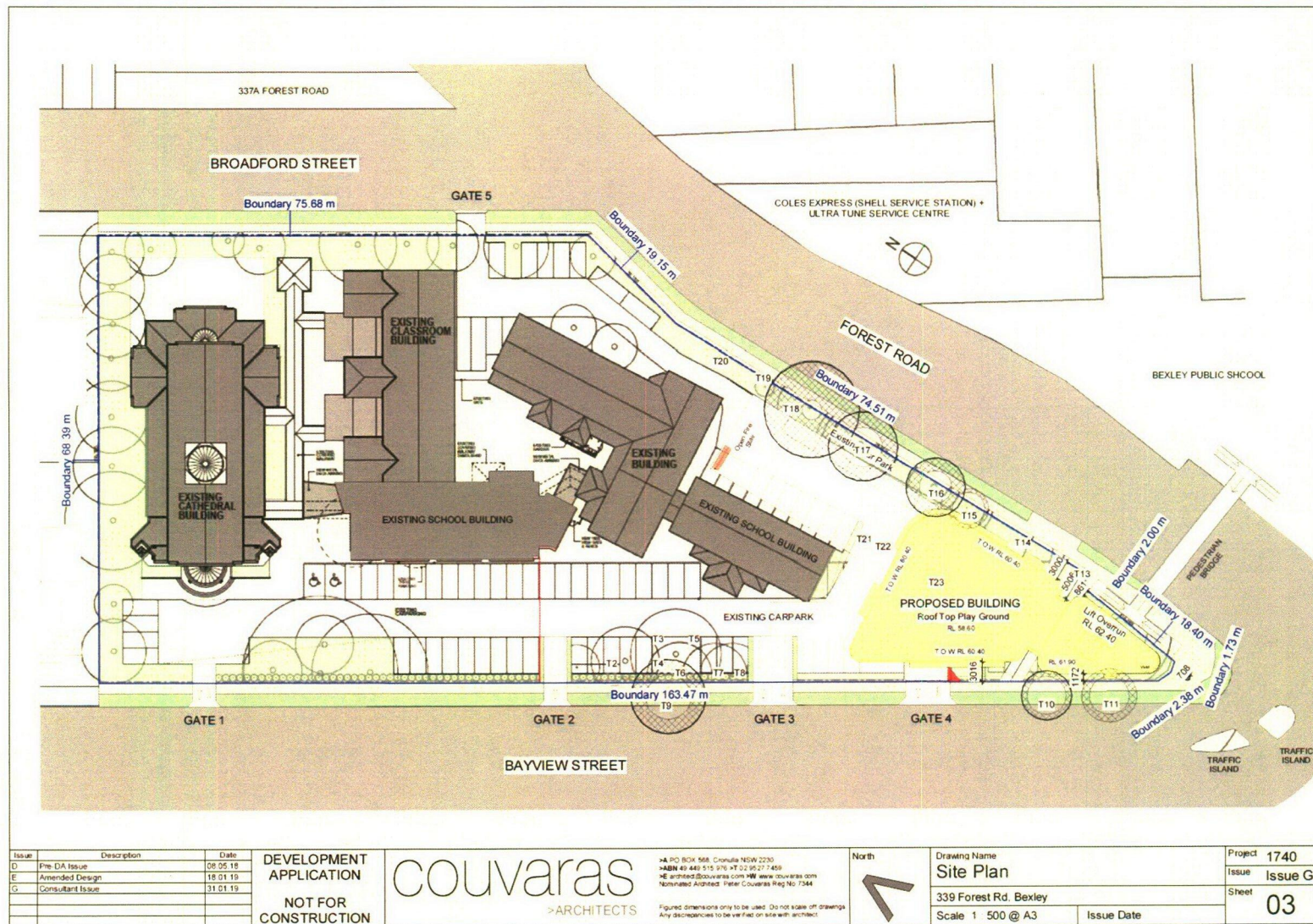
The estimated peak period traffic generation is considered to be of low impact on existing flows on the surrounding road network. The traffic generated by the operation of the proposed childcare centre will not alter the current levels of service and additional traffic generated can be readily accommodated.

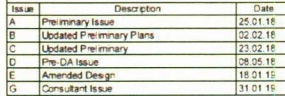
7 CONCLUSION

It can be concluded from the traffic and parking impact assessment that the proposed childcare centre to be located at 339 Forest Road, Bexley is adequate and will have no adverse impacts on current traffic or parking conditions.

- The current traffic flows on Bayview Street are appropriate for a local road located in a mainly residential area, with an existing primary school campus and church and in the immediate vicinity of a mixed retail/commercial area fronting a state road such as Forest Road. Current Traffic on Bayview Street is free flowing traffic without any major queuing or delays in peak hours, with spare capacity.
- The external impact of the traffic generated by the proposed childcare centre is considered to be satisfactory and will not result in an unacceptable peak hour traffic generation.
- The traffic generated by the operation of the proposed childcare centre will not alter the current levels of service and additional traffic generated can be readily accommodated.
- The subject site has great access to existing public transport services in the form of regular train and bus services.
- The parking demand resulting from the proposed childcare centre can be easily accommodated within the proposed adequate and compliant on-site car and bicycle parking for staff and parents/visitors, in addition to available on-street short-term parking opportunities in the vicinity of the subject site.
- The proposed development will have no adverse impact on parking in the surrounding area.

Appendix A – Proposed Development Plans





DEVELOPMENT
APPLICATION

NOT FOR
CONSTRUCTION

couvaras
>ARCHITECTS

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 >E architect@couvares.com >W www.couvares.com
 Nominated Architect: Peter Couvares Reg No 7344

Figured dimensions only to be used. Do not scale off drawings.
 Any discrepancies to be verified on site with architect.

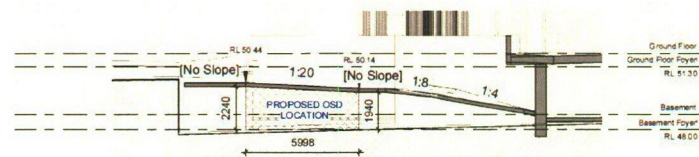
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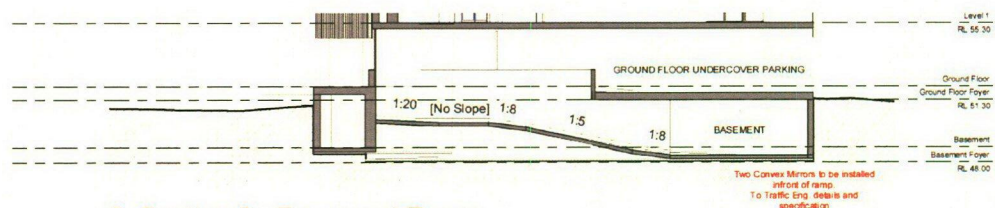
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339 Forest Rd. Bexley
Scale 1 : 200 @ A3

Issue Date

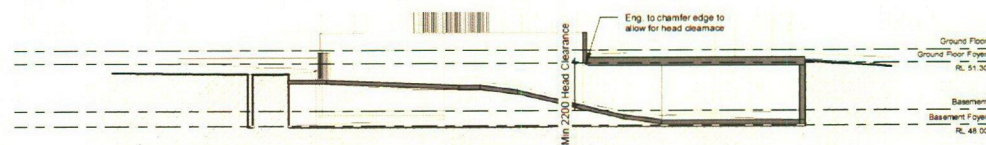
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Issue	Issue G
Sheet	04



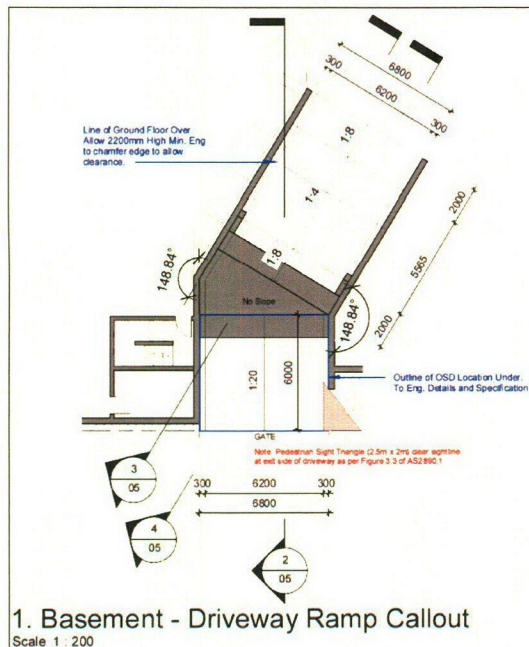
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3. Section 2 - Basement Ramp
Scale 1 : 200



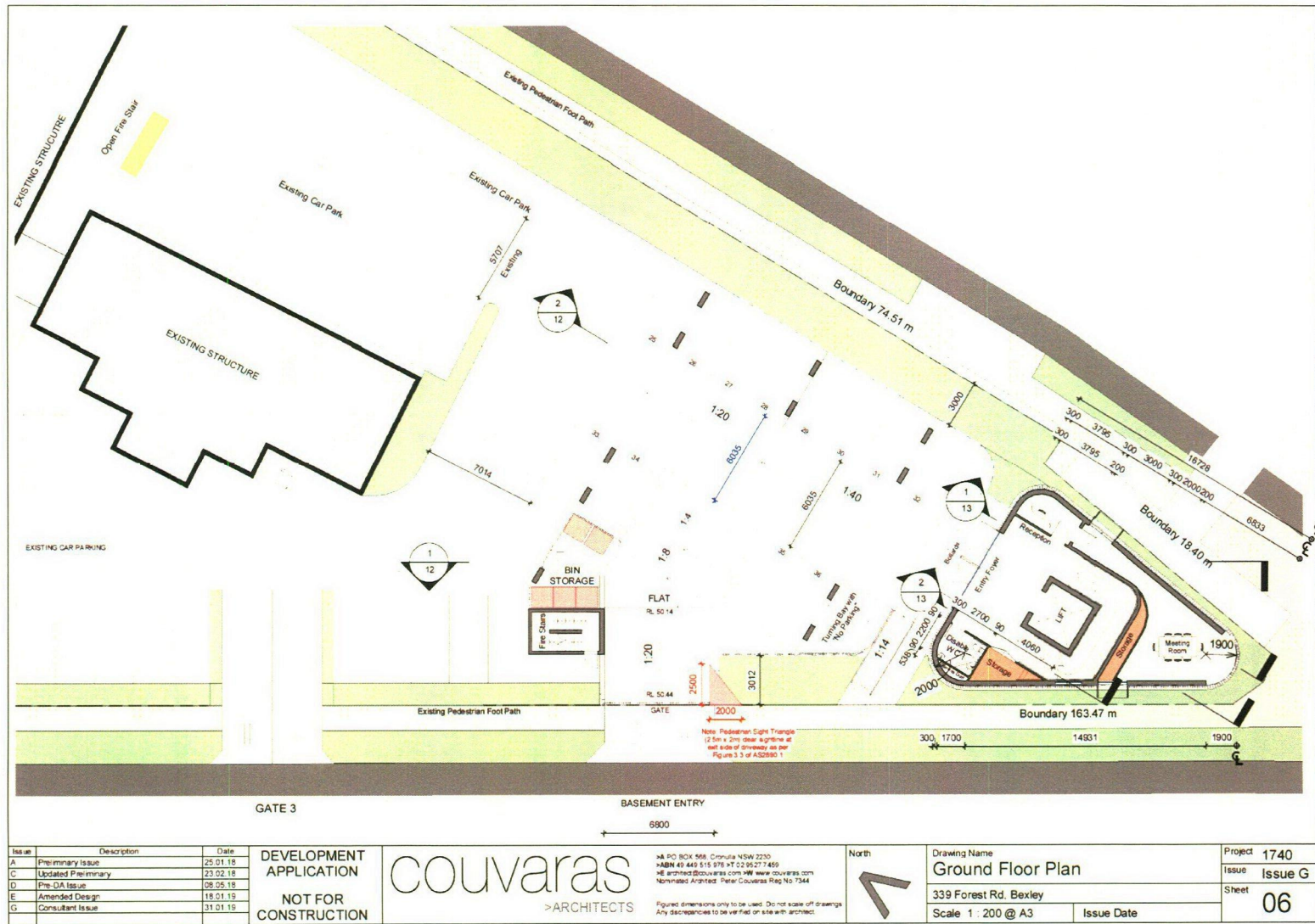
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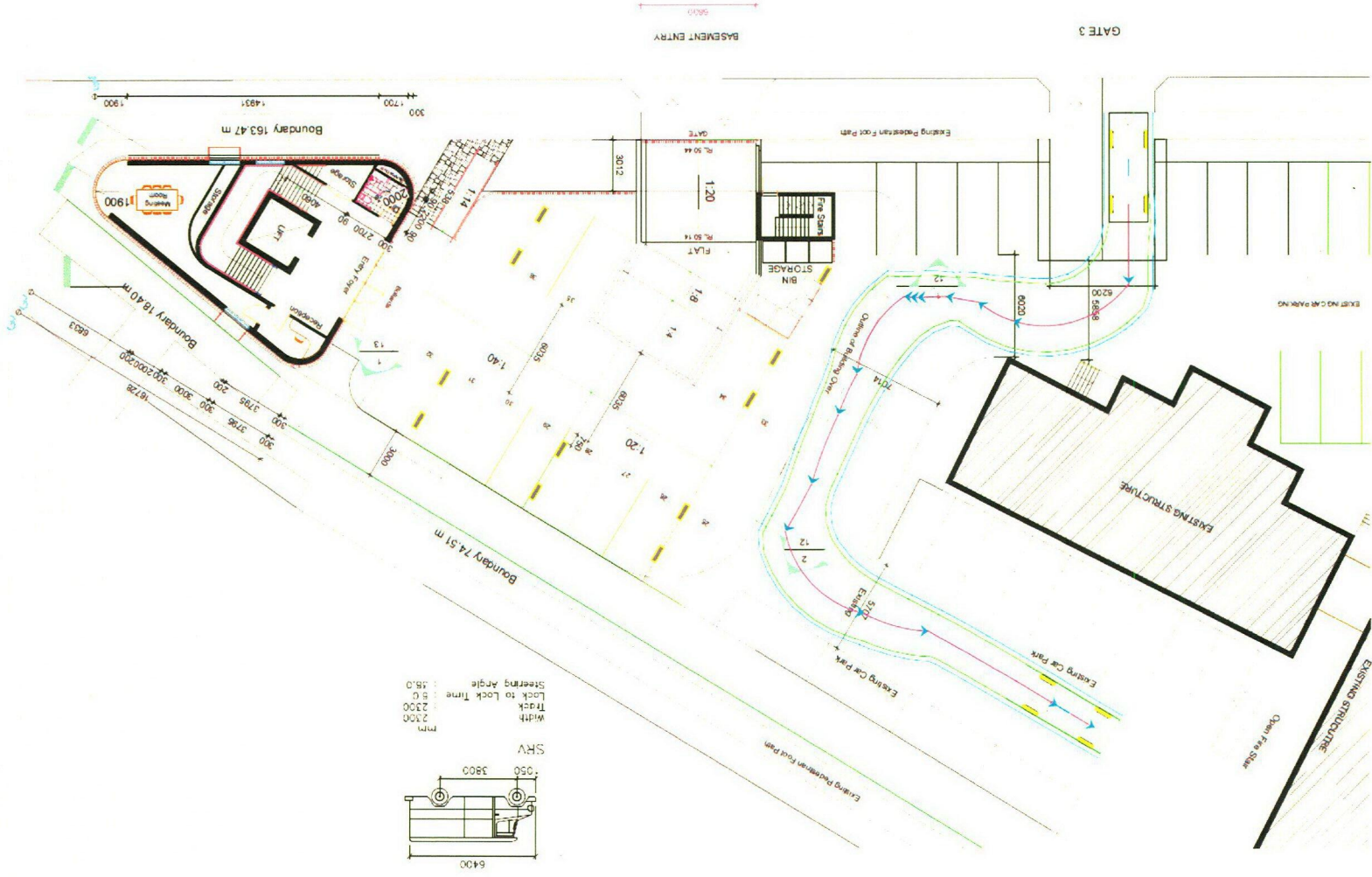
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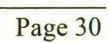
Issue	Description	Date	DEVELOPMENT APPLICATION	<div> <div>couvaras</div> <div>>ARCHITECTS</div> </div>	<div> <div>North</div> <div> </div> </div>	Drawing Name Basement Driveway Ramp		Project 1740
			NOT FOR CONSTRUCTION			339 Forest Rd, Bexley	Issue	
						Scale 1 : 200 @ A3	Issue Date	Sheet 05

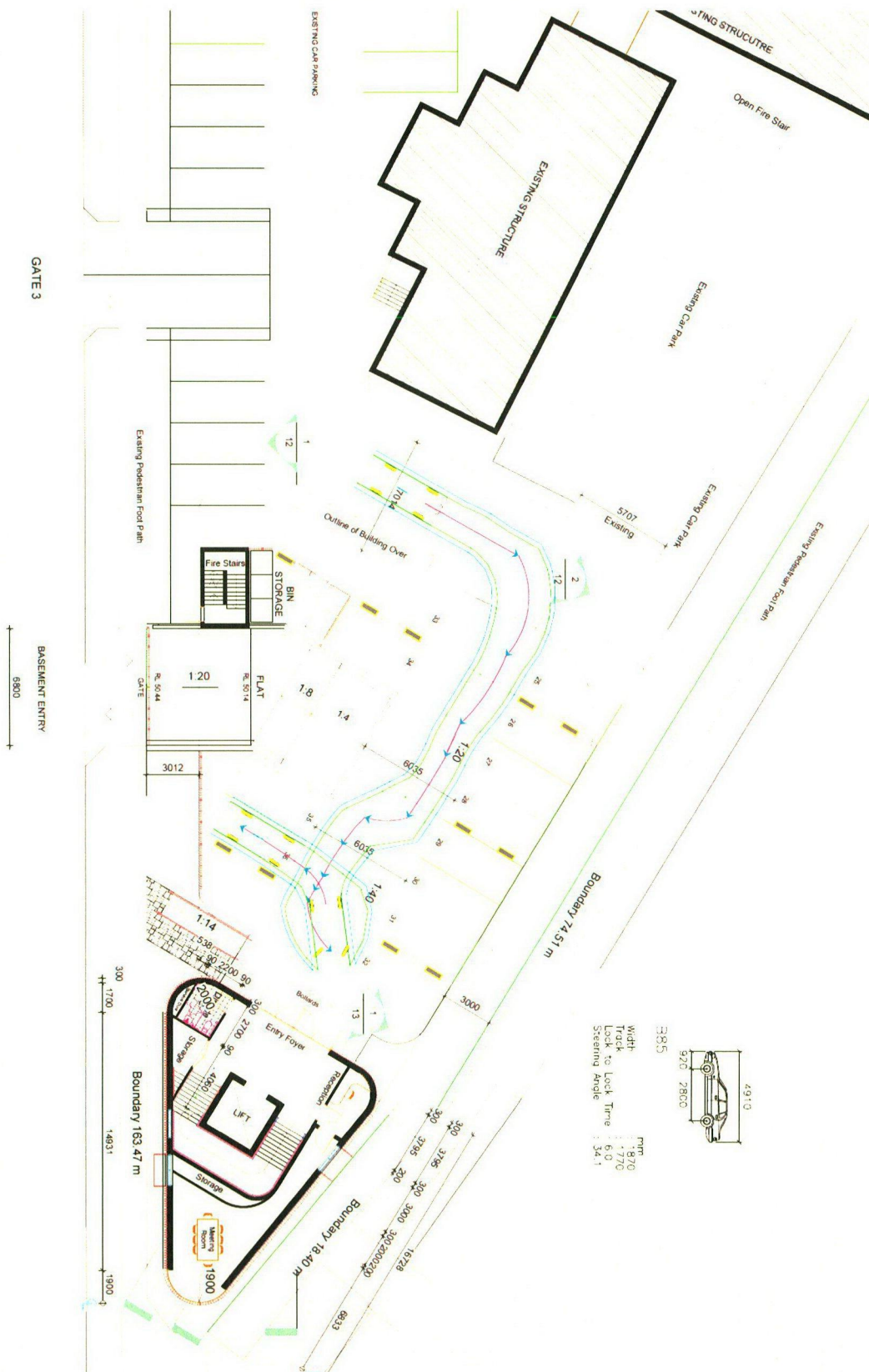
>A PO BOX 568, Cronulla NSW 2230
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 >E architect@couvaras.com >W www.couvaras.com
 Nominated Architect: Peter Couvaras Reg No 7344
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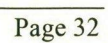


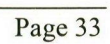
Appendix B – Vehicle Swept Paths

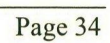


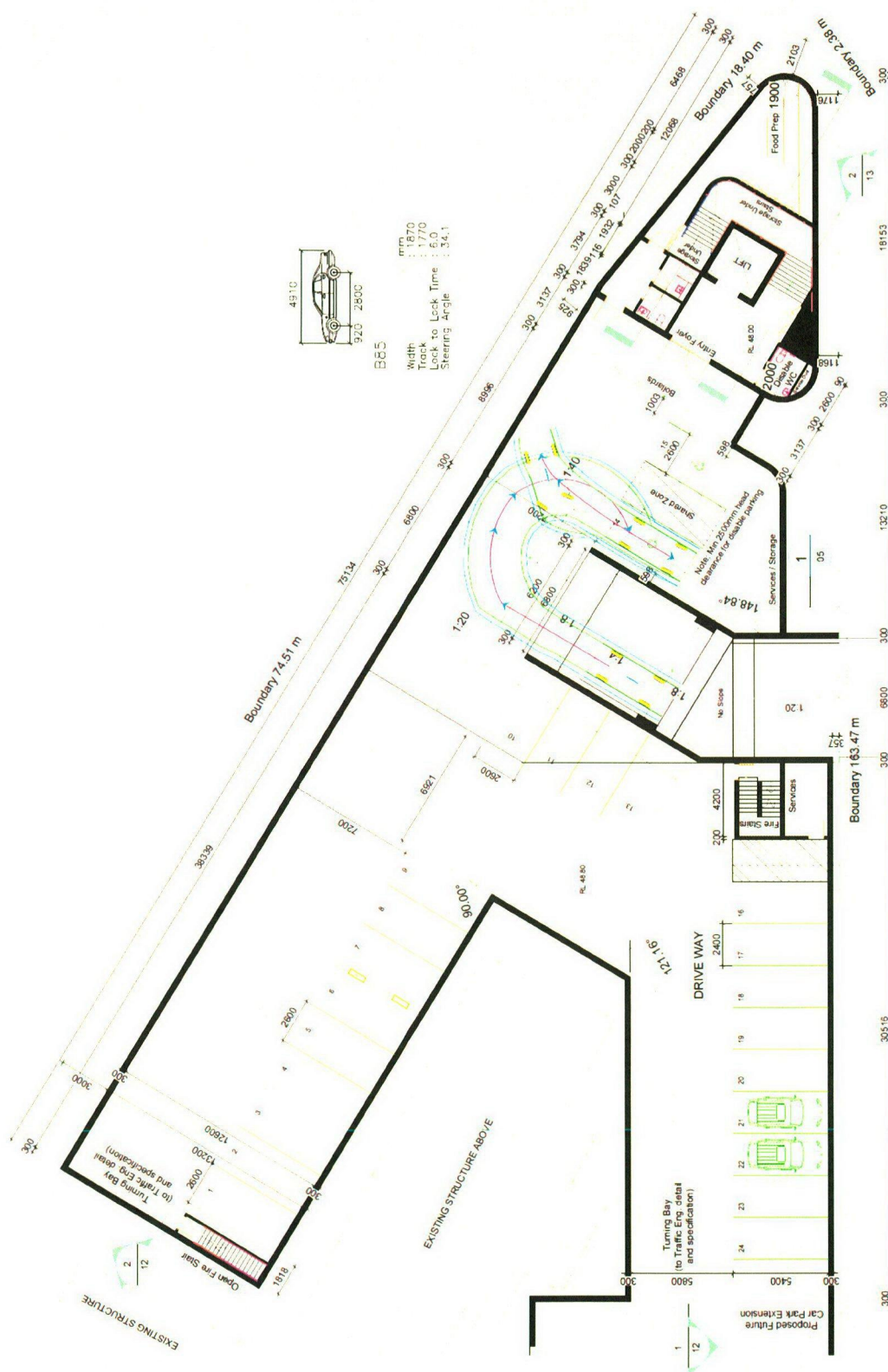
















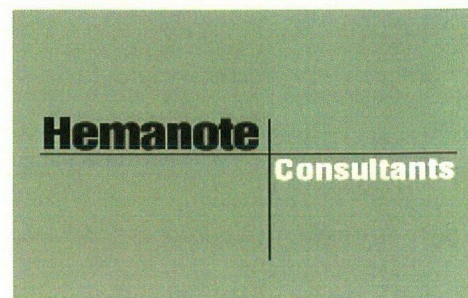
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FEBRUARY 2020

CONSTRUCTION TRAFFIC
MANAGEMENT PLAN
(CONCEPT FOR DA STAGE)

339 FOREST ROAD, BEXLEY
PROPOSED CHILDCARE CENTRE

HEMANOTE CONSULTANTS



CONSTRUCTION TRAFFIC MANAGEMENT PLAN

(CONCEPT FOR DA STAGE)

339 FOREST ROAD, BEXLEY

APPROVED CHILDCARE CENTRE

DATE: 21 FEBRUARY 2020

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Document Management

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Draft 1 (internally)	J. Payet	R. Selim	J. Payet	05/02/2020
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Draft report (to client)	J. Payet	R. Selim	R. Selim	14/02/2020
Final report (to client)	J. Payet	R. Selim	R. Selim	22/02/2020

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1 INTRODUCTION

- This concept Construction Traffic Management Plan (CTMP) has been prepared by Hemanote Consultants on behalf of St Mary and St Mina's Coptic Orthodox Church, to outline the measures that will be implemented by construction personnel and vehicles to ensure pedestrian safety and the management of traffic during construction works for the proposed childcare centre at 339 Forest Road, Bexley. This plan has been prepared as a concept for the DA stage, and a detailed CTMP is to be prepared for the Construction Certificate documentation.

Site Location & Surrounding Traffic and Parking Conditions

- The subject site has an overall area of approximately 8,400m² and is located on the western side of Forest Road, between its intersections with Bayview Street and Broadford Street, at property No. 339 Forest Road, within the suburb of Bexley. The site has a frontage of 112 metres to Forest Road from the east, 163.5 metres to Bayview Street from the south west and 75 metres to Broadford Street from the north east. Refer to Figure 1 for a site locality map.
- The subject site is currently occupied by a place of public worship (church) with peak use on Sundays and Friday nights, a primary school campus during weekdays only and an ancillary building for the church and at-grade car parking. It is located in a mixed-use area characterised by residential dwellings and commercial/retail properties and Bexley Public School fronting Forest Road.
- Forest Road is a two-way undivided road, with a width between kerbs of approximately 14 metres. At present, kerbside parking is not permitted along the western side of Forest Road between 6am to 10am on Monday to Friday, as indicated by the 'clearway' parking signs. Additionally, kerbside parking is not permitted near the subject site, as indicated by the 'No Stopping' and 'Bus Zone' signs. Kerbside parking is not permitted along the eastern side of Forest Road, opposite the subject site between 3pm – 7pm on Monday to Friday.

The legal speed limit on Forest Road is 60 km/h, with the exception of the School Zone speed limit of 40km/h between 8:00am and 9:30am and 2:30pm and 4:00pm on school days. Forest Road forms 'T' intersections with Bayview Street and with Broadford Street at the subject site and are controlled by T-priority given to traffic travelling along Forest Road.

- Bayview Street is a four-lane, two-way undivided local road, with a width between kerbs of approximately 13 metres. These four lanes generally provide one travel lane per direction, plus a kerbside parking lane on each side of the street. At present, unrestricted parking is permitted on both sides of the street with the exception of the signs posted (No Parking 8:30 – 9:30am and 300pm - 3:30pm and Bus Zone on school days) restrictions outside the primary school campus.

The legal speed limit on Bayview Street is 50 km/h, with the exception of the School Zone speed limit of 40km/h between 8:00am and 9:30am and 2:30pm and 4:00pm on school days.



Figure 1: Site Locality Map



Figure 2: Aerial photo of the subject site

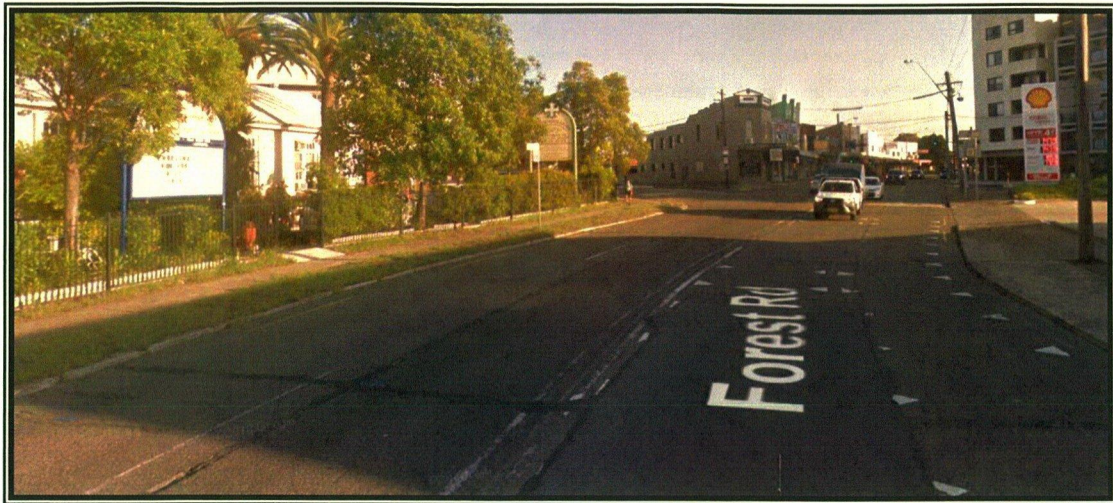


Photo 1: Forest Road near the subject site – facing north

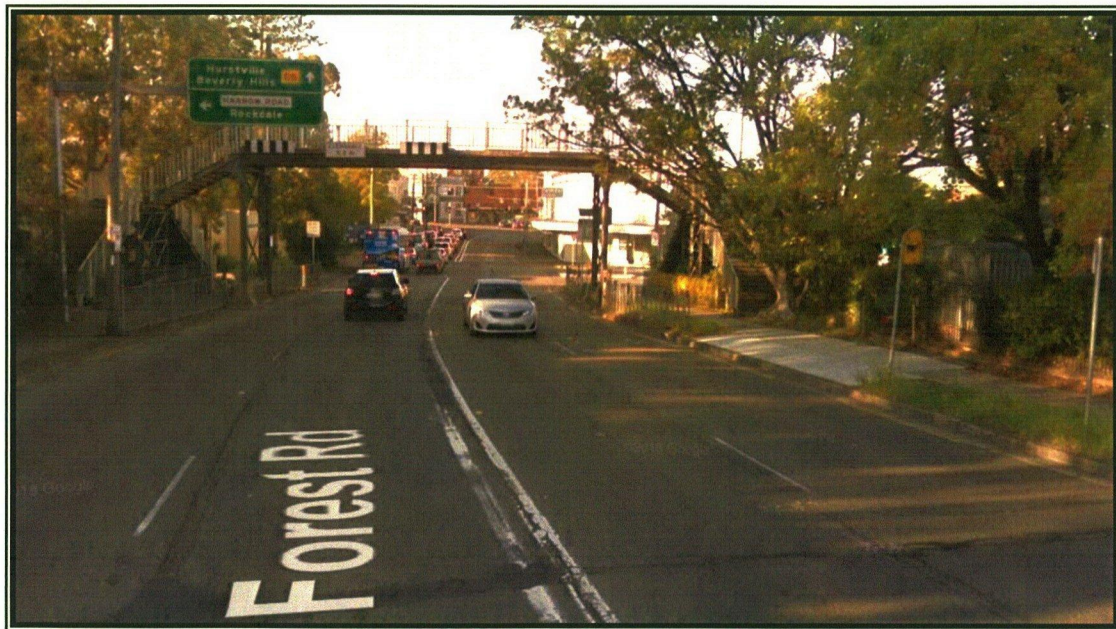


Photo 2: Forest Road near the subject site – facing south



Photo 3: Bayview Street at the subject site – facing west

Proposed Scope of Works & Hours of Construction

- The proposed development works includes the construction of a childcare centre over a carpark in basement level.
- The proposed activities will include:
 - Demolition works; (2 weeks);
 - Excavation and construction of basement parking (24 Weeks);
 - General construction (26 weeks) and;
 - Overall period of the works is estimated to be approximately 12 months (To be confirmed by the builders/contractors if required).
- The hours of construction works are to be confirmed and are subject to Council's approved hours of construction works. Attention should be given to deliveries being undertaken outside of school peak periods, where possible.
- The largest size truck to gain access to the site will be a truck and dog and smaller single bogie MRV and SRV.
- Certified traffic controllers are to be stationed near the subject site and the proposed on-road Works Zone, when construction vehicles arrive/depart to ensure they access the site safely and to manage the flow of traffic and pedestrians near the site when required.
- A temporary vehicle/plant access driveway to the site is to be provided in Bayview Street, adjacent to the proposed on-road Works Zone, during the works, providing entry and exit access into and out of the site.
- A proposed on-street Works Zone will be required along a section of the frontage of the subject site on Bayview Street during the proposed works, subject to Council approval, for the purpose of construction vehicles and delivery/pick up of construction materials. The proposed Works Zone will be separate from the existing on-street drop-off and pick-up parking spaces for the adjacent school.
- Refer to the concept Site Management Plan attached in appendix A of this CTMP report, which shows the locations of the proposed on-street Works Zone, area impacts by the construction of the basement level, material storage, car parking for workers and site office.

2 MANAGEMENT OF CONSTRUCTION VEHICLES

2.1 Proposed Construction Vehicles route

- Construction vehicles are to travel on the recommended truck routes and main roads and must not travel along other local residential streets. Construction vehicles are to obey road rules, parking restrictions and clearway restrictions at all times.
- A copy of the proposed construction vehicle route is to be provided to all construction personnel and contractors working on the building site. The Developer/builder is to run site inductions on regular basis during the construction period to educate all staff members and new employees of the construction management requirements.

ARRIVING TO THE SITE

- Truck and Dog - Travelling northbound or southbound along Forest Road and turning either left or right onto Bayview Street then turning right into the subject site.
- MRV or SRV – Travelling northbound or southbound along Forest Road and turning either left or right onto Bayview Street. Travelling along Bayview Street for approximately 230 metres performing a U-turn at the roundabout intersection of Bayview Street and Reginal Street. Travelling along Bayview Street for approximately 230 metres and arriving in front of the subject site.

DEPARTING THE SITE

- Leaving the subject construction site, and travelling along Bayview Street for approximately 40 metres, and turning either left or right onto Forest Road, then travelling either northbound or southbound along Forest Road.

Refer to the attached construction vehicle route map (on the following page).

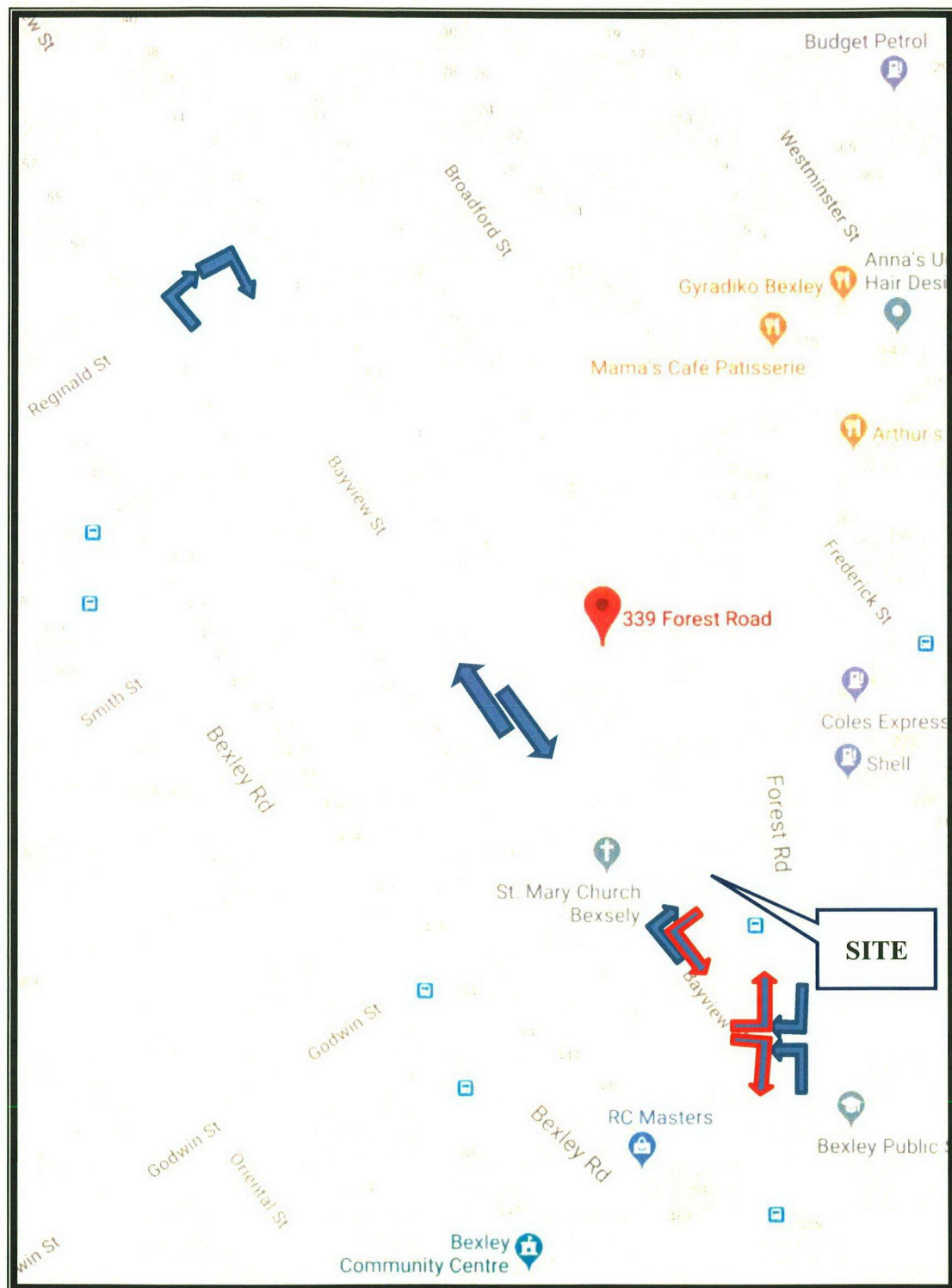


Figure 3: Construction Vehicle Route Map

The overall project is expected to be completed in approximately 12 months from commencement (to be confirmed by the builder/contractor if required). Construction activities are to take place only during the approved construction working hours as per the development consent.

2.2 Demolition stage

- The demolition works are expected to take approximately up to 2 weeks. This phase will require vehicle movements for the removal of demolished material.
- It is expected to have an average of 1 to 2 trucks per day during the demolition stage (2 to 4 movements – single bogie – MRV 8.8m and SRV 6.4m in length).
- During this stage, construction vehicles will utilise the proposed Works Zone and the southern end of the subject site in Bayview Street for loading and unloading of demolished material and equipment when required.
- The site manager / leading foreman should ensure that all deliveries and pick-up of demolished/waste material is to be adequately staggered with reasonable gaps in time between the arrival and departure of construction vehicles, to avoid multiple vehicles arriving at the same time. Adequate gaps in time between the arrival and departure of construction vehicles is important to allow for possible traffic delays or delays in loading/unloading activities. No queuing of trucks on the street is to take place at any time.
- All vehicles associated with the demolition works are to get access to the site and exit the site from Bayview Street. They are to enter and exit the site in a forward direction under the supervision of certified traffic controllers.
- Certified traffic controllers are to be stationed at the front of the subject site access driveway and proposed Works Zone, when management of construction traffic and pedestrian movements is required.
- Should the temporary partial or full closure of the footpath be required, approval must be obtained from the local Council and appropriate measures to safely manage pedestrians must be addressed.
- All construction vehicles arriving to and leaving the site shall have their demolished material loads sealed or covered. The loading of disposable material into these vehicles leaving the site is to occur only within the site.
- The wheels of construction vehicles are to be cleaned and hosed by construction personnel before leaving the site, to ensure that soil and other material is not transported or tracked onto the footpath or the roadway.

- Appropriate sediment control measures are to be installed prior to the commencement of any construction works and waste bins are to be placed within the site for the storage of demolished/waste material, to ensure the safe disposal or recycling and minimising impacts on the environment.

2.3 Excavation and basement construction stage

- The excavation and basement construction works are expected to take approximately up to 24 weeks. This phase will require vehicle movements for the removal of excavated material.
- It is expected to have an average of 3 to 4 trucks per day during the excavation stage (6 to 8 movements – Truck and Dog, MRV 8.8m and SRV 6.4m in length).
- During this stage, construction vehicles will utilise the proposed Works Zone and the southern end of the subject site in Bayview Street for loading and unloading of material and equipment when required.
- The site manager / leading foreman should ensure that all deliveries and pick-up of excavated/waste material is to be adequately staggered with reasonable gaps in time between the arrival and departure of construction vehicles, to avoid multiple vehicles arriving at the same time. Adequate gaps in time between the arrival and departure of construction vehicles is important to allow for possible traffic delays or delays in loading/unloading activities. No queuing of trucks on the street is to take place at any time.
- All vehicles associated with the excavation works are to get access to the site and exit the site from Bayview Street. They are to enter and exit the site in a forward direction under the supervision of certified traffic controllers.
- Certified traffic controllers are to be stationed at the front of the subject site access driveway and proposed Works Zone, when management of construction traffic and pedestrian movements is required.
- Should the temporary partial or full closure of the footpath be required, approval must be obtained from the local Council and appropriate measures to safely manage pedestrians must be addressed.

- All construction vehicles arriving to and leaving the site shall have their excavated material loads sealed or covered. The loading of disposable material into these vehicles leaving the site is to occur only within the site.
- The wheels of construction vehicles are to be cleaned and hosed by construction personnel before leaving the site, to ensure that soil and other material is not transported or tracked onto the footpath or the roadway.
- Appropriate sediment control measures are to be installed prior to the commencement of any construction works and waste bins are to be placed within the site for the storage of demolished/waste material, to ensure the safe disposal or recycling and minimising impacts on the environment.

2.4 General external and internal Construction stage

- The general construction and internal fitout works are expected to take approximately 26 weeks. This phase will require vehicle movements for delivery and pick-up of construction and waste material.
- It is expected to have a maximum of 4 to 5 trucks per day during the general construction stage (8 to 10 movements – single bogie – MRV 8.8m and SRV 6.4m in length).
- During this stage, construction vehicles will utilise the proposed Works Zone in front of the subject site on Bayview Street for loading and unloading of material and equipment when required.
- The site manager / leading foreman should ensure that all deliveries and pick-up of construction and waste material is to be adequately staggered with reasonable gaps in time between the arrival and departure of construction vehicles, to avoid multiple vehicles arriving at the same time. Adequate gaps in time between the arrival and departure of construction vehicles is important to allow for possible traffic delays or delays in loading/unloading activities. No queuing of trucks on surrounding streets is to take place at any time.
- All vehicles associated with the construction works are to get access to the site and exit the site using the proposed Works Zone and access driveway in Bayview Street. They are to enter and exit the site in a forward direction.

- Certified traffic controllers are to be stationed at the proposed Works Zone in front of the subject site, when management of construction traffic and pedestrian movements is required.
- Should the temporary partial or full closure of the footpath be required, approval must be obtained from the local Council and appropriate measures to safely manage pedestrians must be addressed.
- All construction vehicles arriving to and leaving the site shall have their material loads sealed or covered. The loading/unloading of material and equipment for these vehicles leaving the site is to occur only within the site.
- The wheels of construction vehicles are to be cleaned and hosed by construction personnel before leaving the site, to ensure that soil and other material is not transported or tracked onto the footpath or the roadway.

2.5 General measures

- All construction vehicles are to ensure that their engines are turned off, where possible, in order to minimise any noise impacts on adjoining properties.
- Refer to the concept Site Management Plan attached in appendix A of this CTMP report, which shows the locations of the proposed on-street Works Zone, area impacts by the construction of the basement level, material storage, car parking for workers and site office.
- Parking for construction workers to be provided within the development site. Workers are also encouraged to utilise public transport services where possible.
- Location of site amenities including site toilets, staff parking and dedicated area(s) for loading and unloading, material, plant and spoil bin storage to be provided only within the site confines.
- It should be noted that the locations of site amenities, staff parking, loading and unloading area(s), waste removal and storage areas may slightly change from time to time, to suit changing conditions of the site for safety and to suit the works methodology.
- The site manager / leading foreman should ensure that all deliveries and pick-up of construction and waste material is to be adequately staggered with reasonable

gaps in time between the arrival and departure of construction vehicles, to avoid multiple vehicles arriving at the same time. Adequate gaps in time between the arrival and departure of construction vehicles is important to allow for possible traffic delays or delays in loading/unloading activities. No queuing of trucks on surrounding streets is to take place at any time.

- Appropriate sediment control measures are to be installed prior to the commencement of any construction works and waste bins are to be placed within the site for the storage of demolished/excavated/waste material, to ensure the safe disposal or recycling and minimising impacts on the environment.
- A temporary 1.8 metre high security fence within the property boundary or A class or B class hoarding (if on Council property and subject to Council approval) is to be installed around the site at all times during the proposed works, in order to protect pedestrians and ensure that the site is secured against unauthorised entry or when the site is not attended.
- No unauthorised pedestrians are to be given access to enter the site.
- Travel within the site is to be confined to designated walkways/areas identified by safety signs and/or temporary fencing. All personnel on site are to wear safety equipment including high visibility vests.
- Should a mobile crane be needed, approval must be obtained from Council, prior to this taking place.

Proposed on-street Works Zone

- A proposed on-street Works Zone will be required along a section of the frontage of the subject site on Bayview Street during the proposed works, subject to Council approval, for the purpose of construction vehicles and delivery/pick up of construction materials. The proposed Works Zone is to be 24 metres in length, as shown on the concept Site Management Plan attached in Appendix A of this CTMP report.
- Certified traffic controllers are to be stationed near the subject site and the proposed Works Zone when construction vehicles arrive/depart to ensure they access the site safely and to manage the flow of traffic and pedestrians near the site when required.

2.6 Traffic Control Plans

- Detailed Traffic Control Plans (TCP), which illustrate the traffic arrangements to be implemented are to be prepared and submitted as part of the detailed Construction Traffic Management Plan for the Construction Certificate documentation.
- The Traffic Control Plans are to be prepared in accordance with the RMS 2018 publication Traffic Control at Work Sites and AS1742.3:2002 Traffic Control Devices for Work Sites on Roads.

3 IMPACT OF PROPOSED WORKS

- The proposed works are to be undertaken within the approved construction hours, in order to minimise any impacts on adjacent residential properties and school. Attention should be given to deliveries being undertaken outside of school peak periods, where possible.
- All construction vehicles are to ensure that their engines are turned off, where possible, in order to minimise any noise impacts on adjoining properties.
- Appropriate sediment control measures are to be installed prior to the commencement of any construction works and waste bins are to be placed within the site for the storage of demolished/excavated/waste material, to ensure the safe disposal or recycling and minimising impacts on the environment.
- Vehicular and pedestrian access to all adjacent properties is not to be impacted upon by the proposed construction works.
- The construction of the basement parking level will result in the temporary loss of 60 of the existing car parking spaces within the subject site, however, the church has a lease agreement with Bexley Public school (located on the opposite side of Forest Road) to utilise up to 65 car parking spaces within the school grounds on weekends (outside of school use) for parking, in order to compensate for the temporary loss of on-site parking during the initial period of the construction works. This arrangement will ensure that there will be no adverse impact on parking for neighboring residents and the current church congregation on weekends.
- On school weekdays, the drop-off and pick-up of school children will continue to take place within the existing and signposted on-street drop-off and pick-up zone located along the eastern side of Bayview Street. The proposed on-road Works Zone does not interfere with this existing on-street drop-off and pick-up zone. School teachers will utilise available parking and will be encourage to utilise public transport and carpooling, during the excavation stage, where possible. Once the basement construction has been completed, some of its parking spaces could be utilised subject to confirmation from the builder/contractor. The area of the existing school playground will not be affected by the proposed excavation or

construction works. Therefore, the proposed construction works will not have any adverse impacts on the operation of the existing school on weekdays.

Pedestrian Access Management Plan

- Certified traffic controllers are to be stationed at the front of the subject site access driveway and proposed Works Zone, when management of construction traffic and pedestrian movements is required.
- The builders/contractors shall at all times liaise and notify the adjoining properties in regard to the proposed construction works. The builder/contractor shall be responsible to resolve all issues and complaints, if any.

Implementation of the CTMP

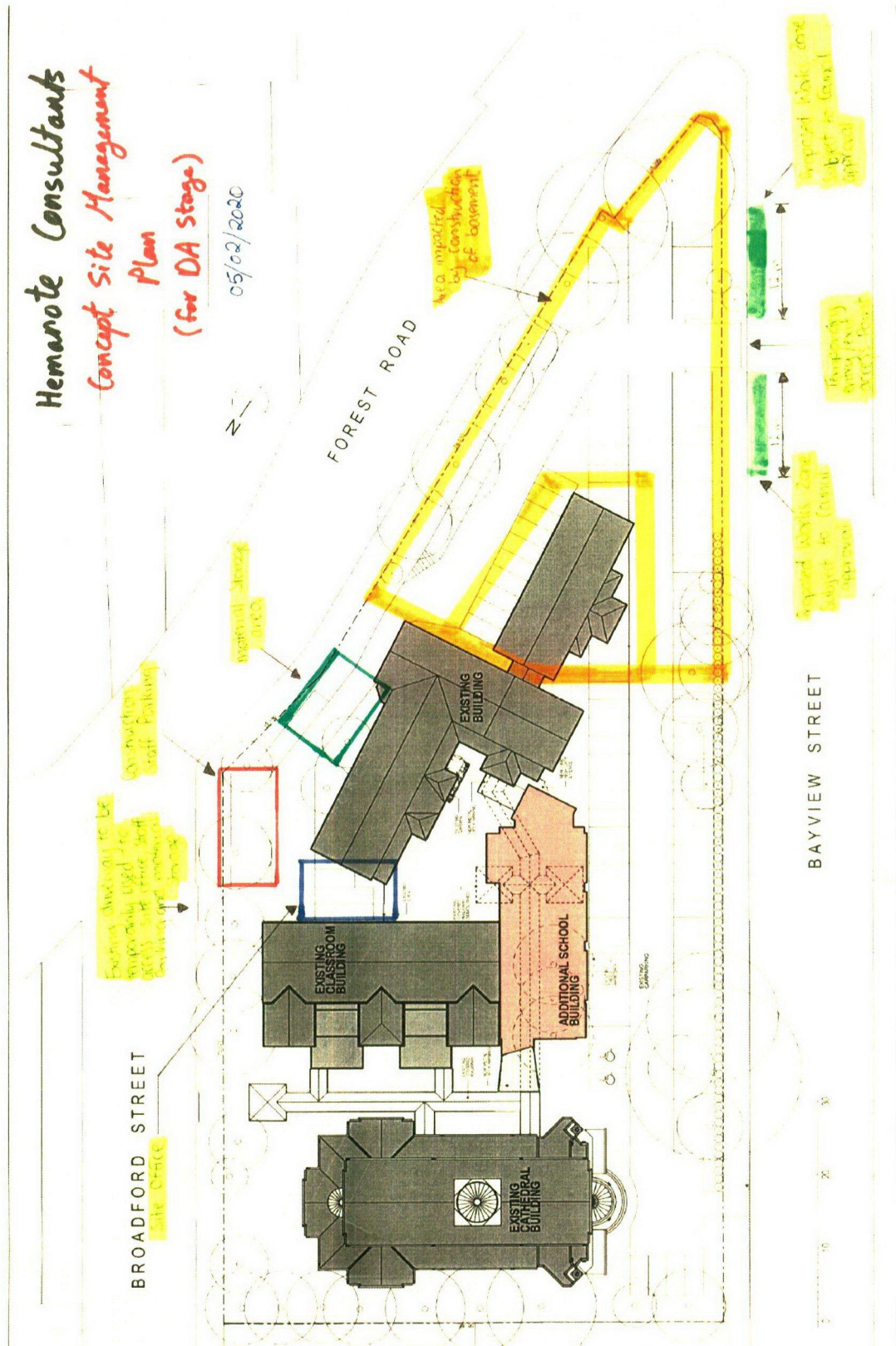
- All staff, workers and contractors at the subject construction site are to be provided with a copy of the final & approved Construction Traffic Management Plan and to be briefed and inducted on its requirements, to ensure the safety of all workers and pedestrians and all road users around the site.

Yours sincerely,



Ramy Selim
Senior Traffic Engineer
Hemanote Consultants Pty Ltd

Appendix A – Concept Site Management Plan



29 May 2020

Patrick Nash
Senior Development Assessment Planner
Bayside Council

**UPDATED ADDENDUM TRAFFIC & PARKING STATEMENT
PROPOSED CHILDCARE CENTRE DEVELOPMENT
339 FOREST ROAD, BEXLEY
(DA-2019/255)**

We refer to Council's letter dated 05 December 2019 in relation to the above-mentioned Development Application for the proposed childcare centre to be located at 339 Forest Road, Bexley. We also refer to the meeting held with Council officers and planners on 29 January 2020 and provide this addendum Traffic & Parking statement with the following additional information and feedback, which is to be read in conjunction with the revised architectural plans prepared by Couvaras Architects (Revision L and dated 17 February 2020).

Car parking

The revised plans provide a total of 112 off-street car parking spaces, including 100 car spaces as per the previous development consent for the existing church and school and 12 new additional car spaces for the proposed childcare centre. Therefore, the approved 100 car spaces for the previous consent for the church and school will be fully retained.

The proposed additional 12 car parking spaces for the childcare centre have been relocated to the ground level and are no longer in the basement. These 12 car parking spaces include 8 car spaces for staff parking and 4 car spaces (minimum 2.6 metres wide as per user class 3 parking) for the drop-off and pick-up of children (including two accessible parking spaces and a shared area with a bollard), in accordance with Council's DCP requirements, AS280.1:2004 and AS2890.6:2009.

All existing and proposed car parking spaces have been marked and numbered on the revised plans, indicating their intended use.

Condition 9 of DA1997/49 states that 58 stacked parking spaces are to be provided on site and are to be used during peak attendance church feast days, however, no drawings were available to indicate where these stacked spaces would be. It is our understanding that this additional car parking would be placed within the traffic aisles, if required, during special events and would be managed by the church volunteers and scouts team members, who would be responsible to move cars around the site when needed.

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Driveways

The proposed access driveway originally located opposite Godwin Street has been deleted. The revised plans provide only one additional access driveway, labelled as 'Gate 2' on the revised site plan providing two-way access and is located away from Godwin Street.

The attached Site Operations plan has been updated to indicate that 'Gate 2' driveway will be open on weekdays (Monday to Friday) between 7.00am and 10.00pm.

Drop-off and pick-up of school children

At present, the drop-off and pick-up of school students takes place on-street within the signposted 'No Parking' zone along the frontage of the subject side on the north side of Bayview Street. This will continue to be the case and the revised proposal no longer includes drop-off and pick-up of school students within the site.

Road Safety & Queuing on Bayview Street

The proposal in its revised form includes the provision of a concrete central median island on Bayview Street, between the existing pedestrian refuge at Forest Road and up to Godwin Street (as shown on the revised site plan), in order to prevent U-turn movements and to restrict turning movements for the access driveway near Forest Road to left-in and left-out only.

This will improve safety for the proposed childcare centre and also will improve safety of the existing situation for both the school and church. It will also eliminate queuing of vehicles in Bayview Street and reduce impact on the flow of traffic along Forest Road.

The subject site has also been used as a primary school campus for many years and has a wide paved footpath in both Bayview Street and Forest Road along its frontages, for the safe use by pedestrians. There is also an existing overhead pedestrian bridge across Forest Road located directing at the subject site near Bayview Street. The drop-off and pick-up of young children at the proposed childcare centre will take place on-site within the dedicated car parking spaces on ground level.

Given all the above, it is considered that a Road Safety Audit for the proposed development is not considered necessary.

Car park layout and circulation

The proposed layout of the new and reconfigured car parking spaces are in accordance with AS2890.1:2004 and AS2890.6:2009, where adequate traffic aisles width and turning bays are provided, to ensure that all vehicles can enter and exit the site in a forward direction. Refer to the updated swept paths diagrams attached to this report.

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The drop-off and pick-up car parking spaces for the proposed childcare centre are located on the ground level and provided with a safe pedestrian footway behind them, where parents & children do not need to cross the traffic aisle, while walking to and from their vehicles and the entry to the childcare centre building.

Impacts during the construction works for the proposed childcare centre

A concept Construction Traffic Management Plan (CTMP) has been prepared by Hemanote Consultants in conjunction with applicant (dated 21 February 2020) and submitted separately with the revised architectural plans and this Traffic report. The concept CTMP outlines the impacts on the use of the existing church and school within the subject site and neighbouring residential properties, during the demolition, excavation and construction stages and how they can be managed.

If you require any further information, please do not hesitate to contact us.

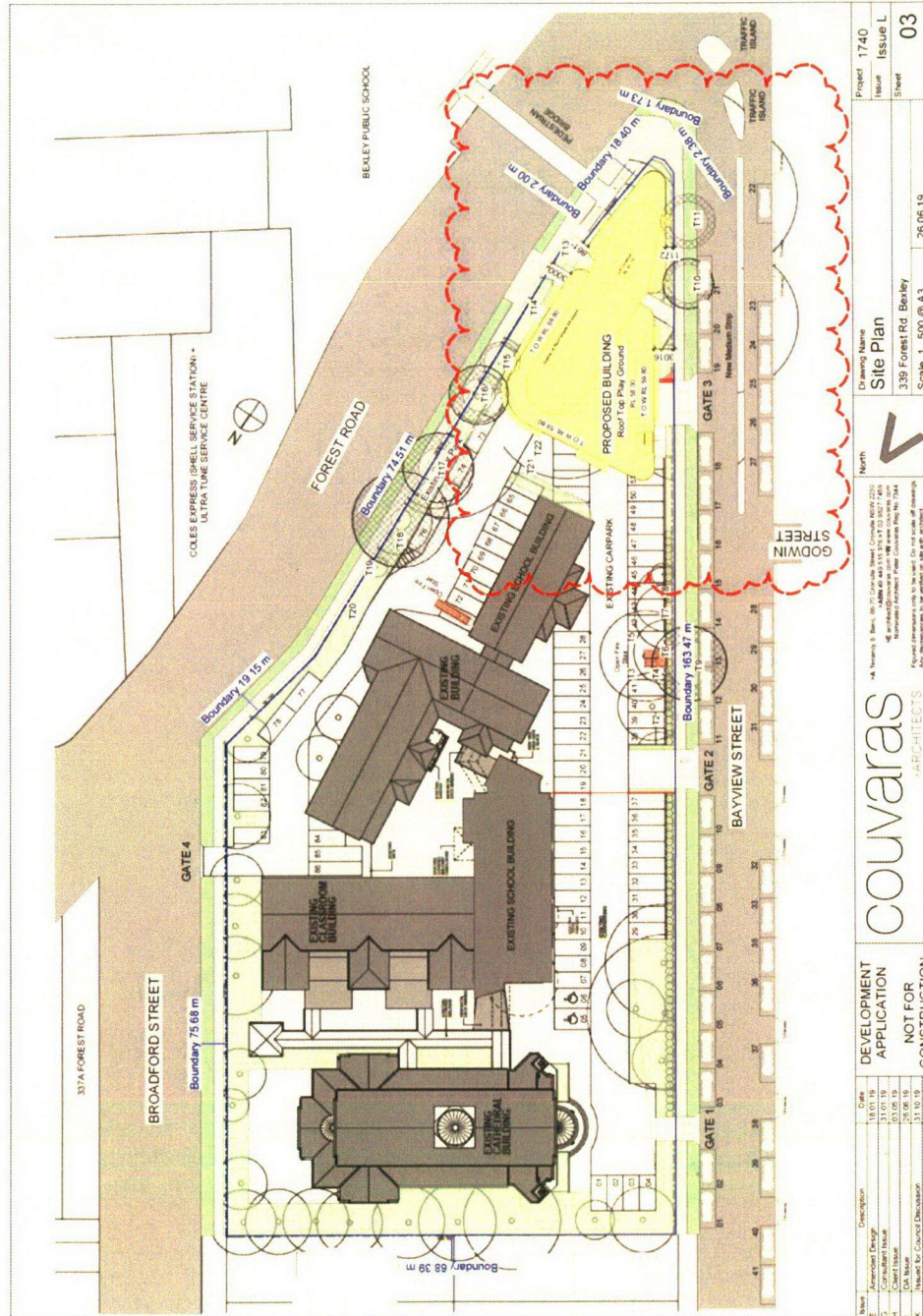
Yours sincerely



Ramy Selim
Senior Traffic Engineer
Hemanote Consultants Pty Ltd

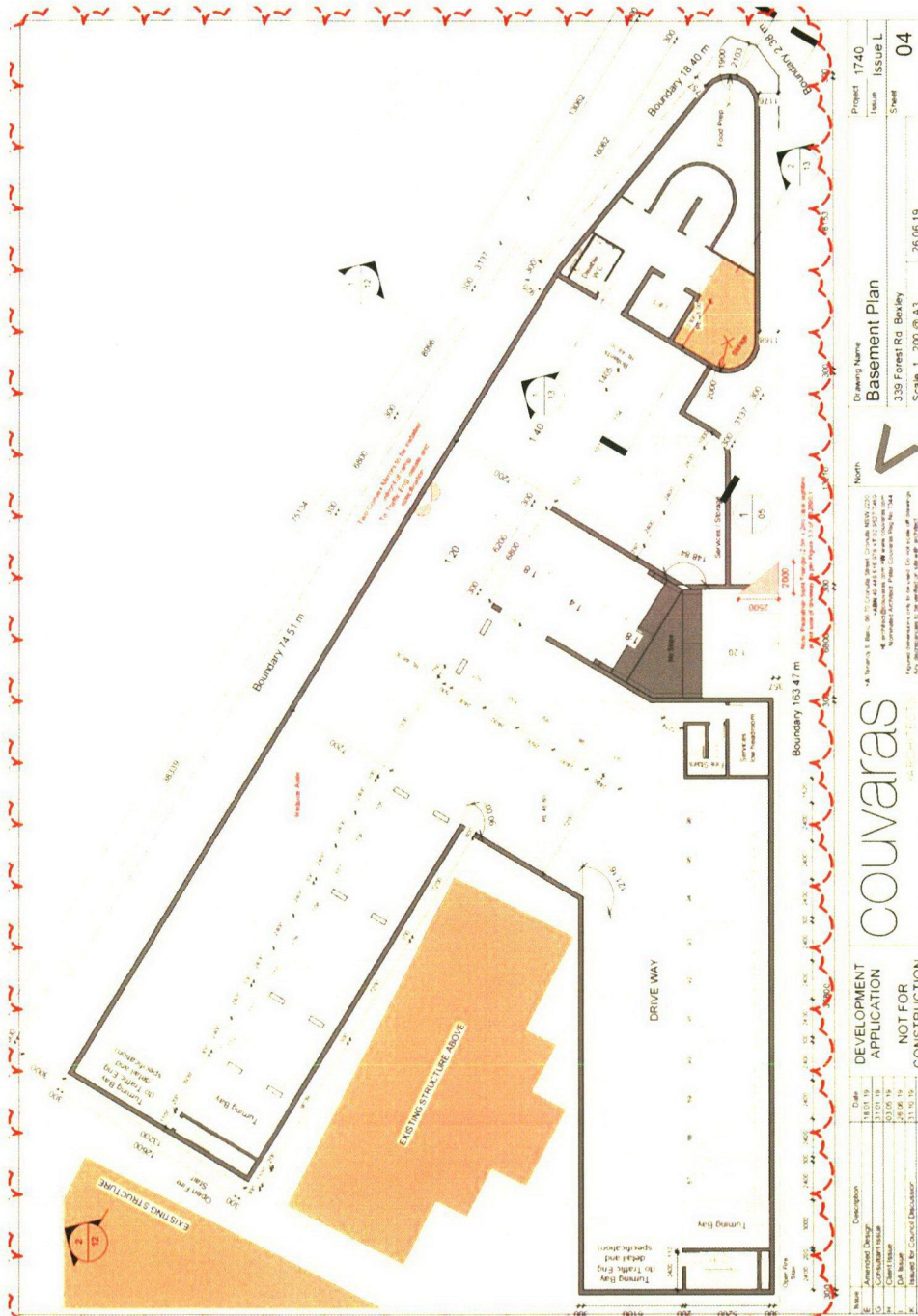
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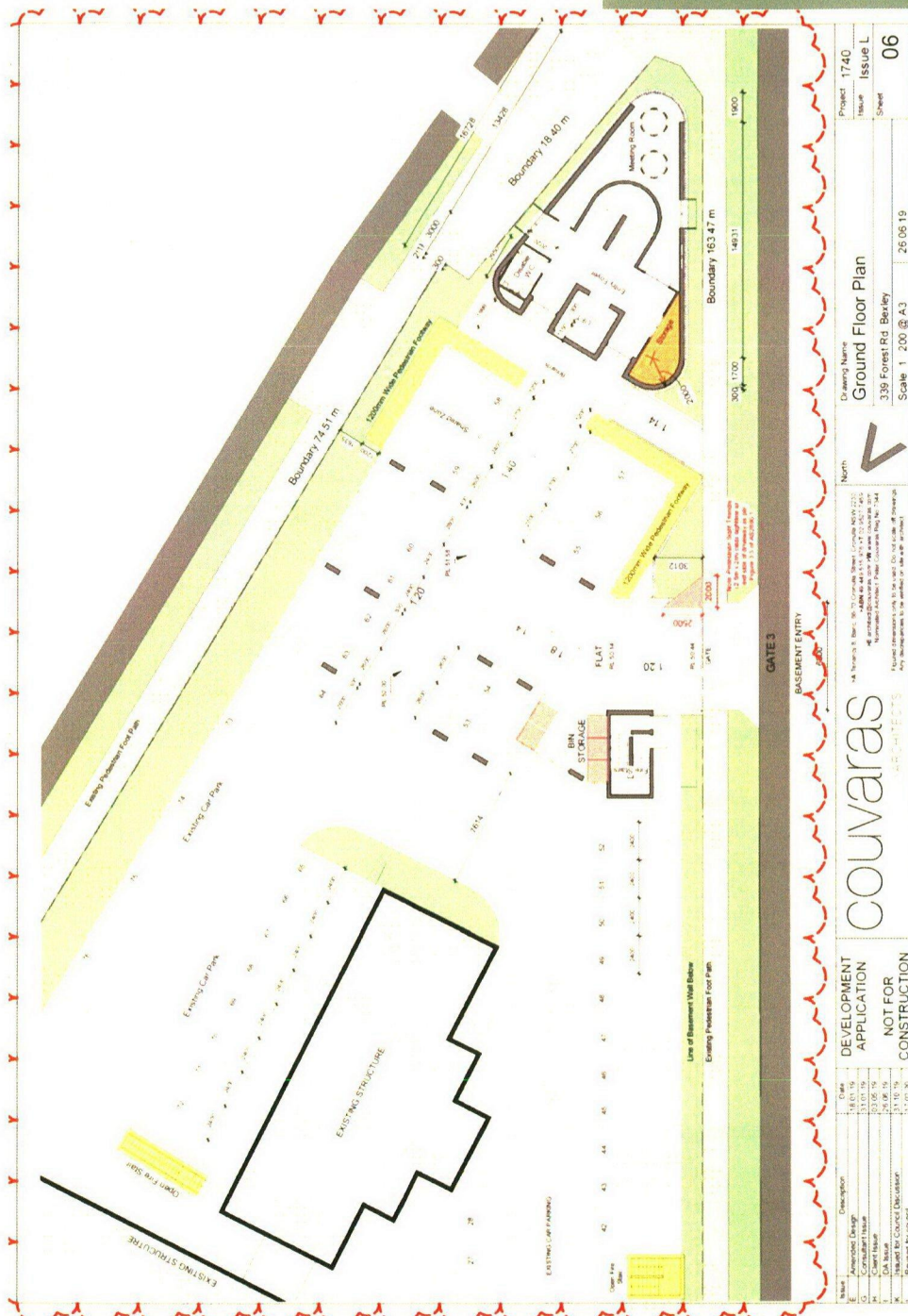
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Project 1740		Issue L		04	
Drawing Name		Basement Plan		339 Forest Rd Bexley	
Scale		1:200 @ A3		26.06.19	
North		North		North	
Development Application		NOT FOR CONSTRUCTION		NOT FOR CONSTRUCTION	
Description		Date		Author	
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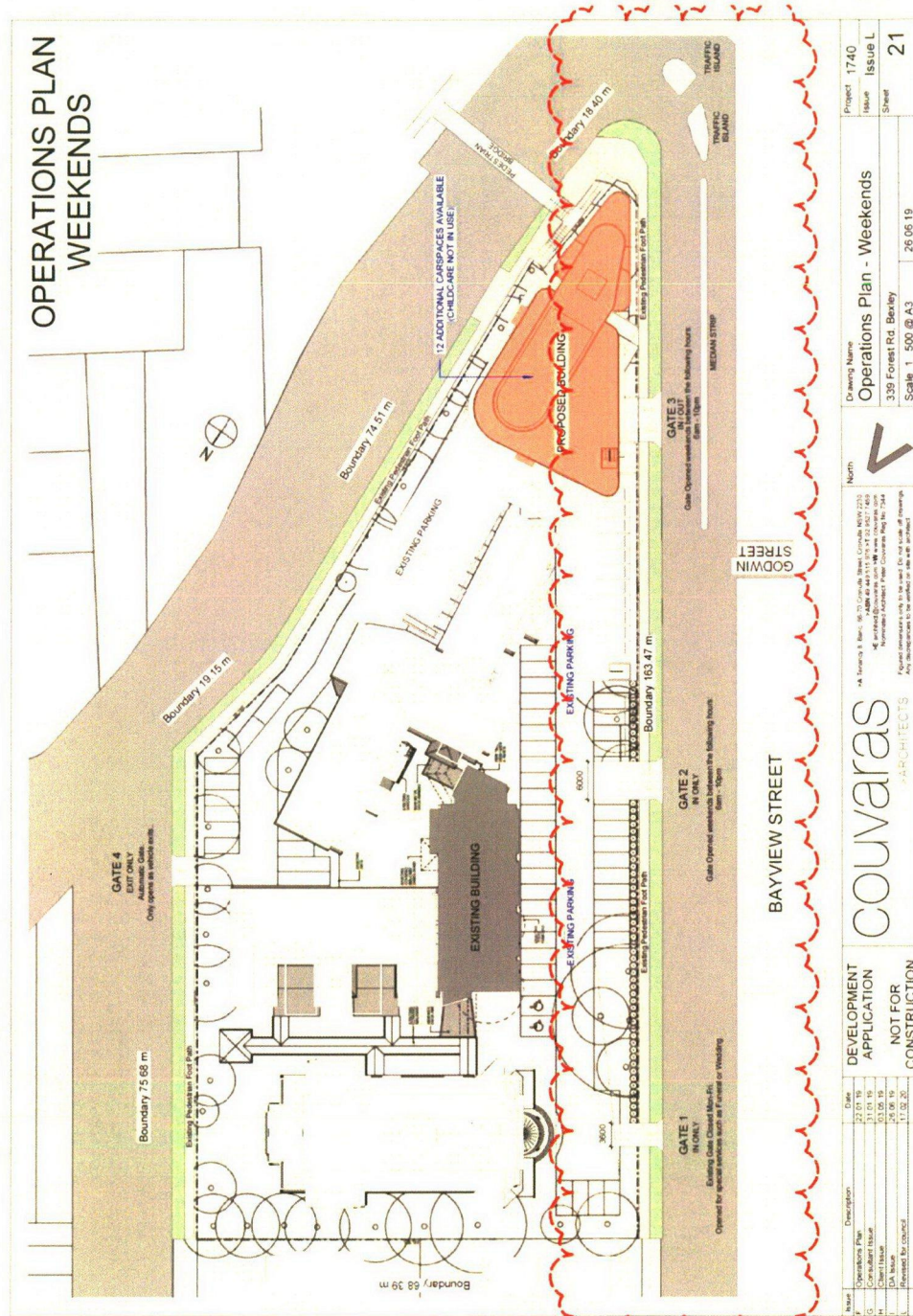
Hemanote Consultants Pty Ltd
ABN 94 606 345 117

PO Box 743
MOOREBANK NSW 1875
P 0414 251 845
E projects@hemanote.com.au
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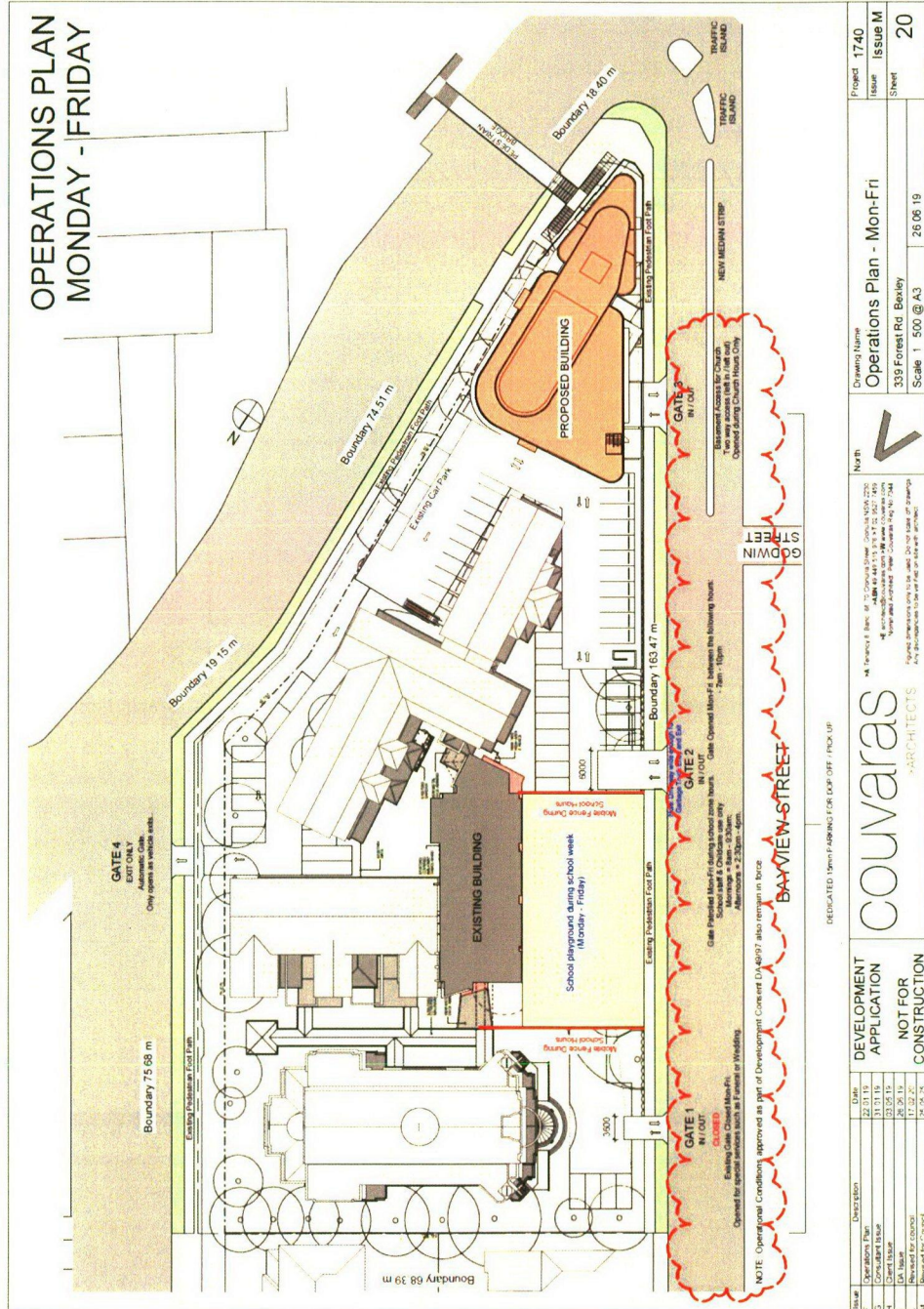
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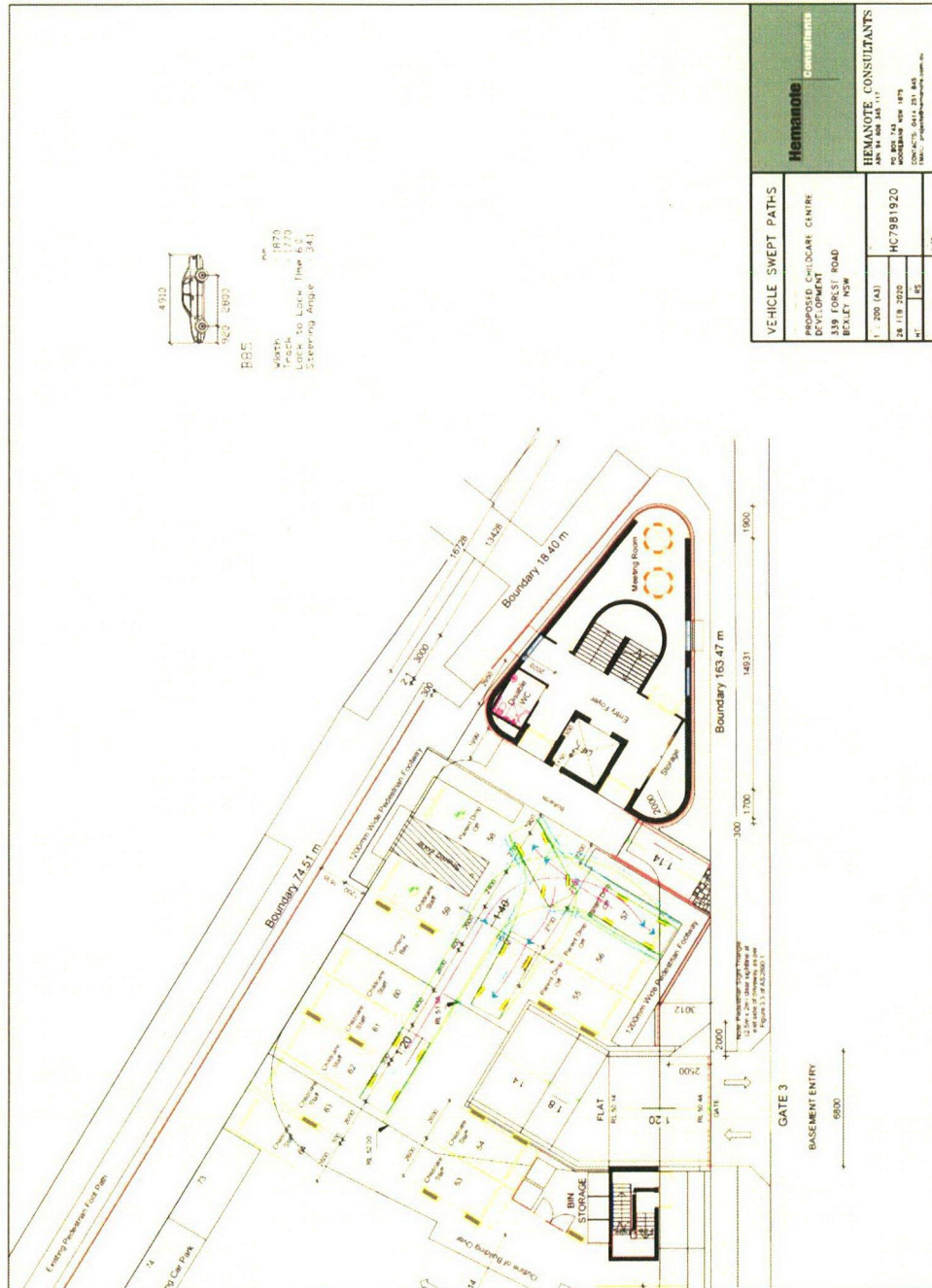
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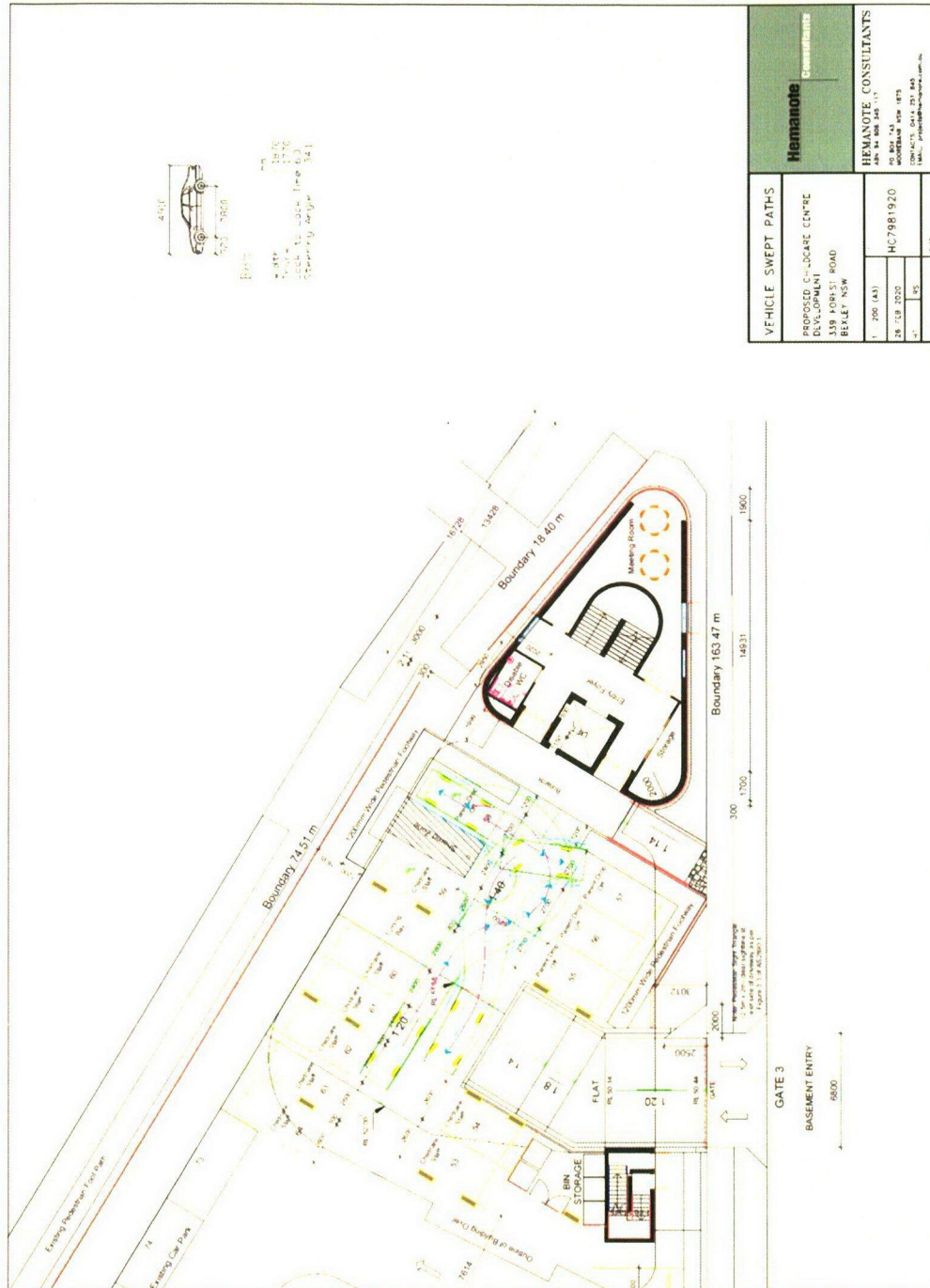
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Hemanote Consultants	
VEHICLE SWEEP PATHS	
PROPOSED CIVIL WORK CENTRE DEVELOPMENT	
339 FOREST ROAD	
BEXLEY NSW	
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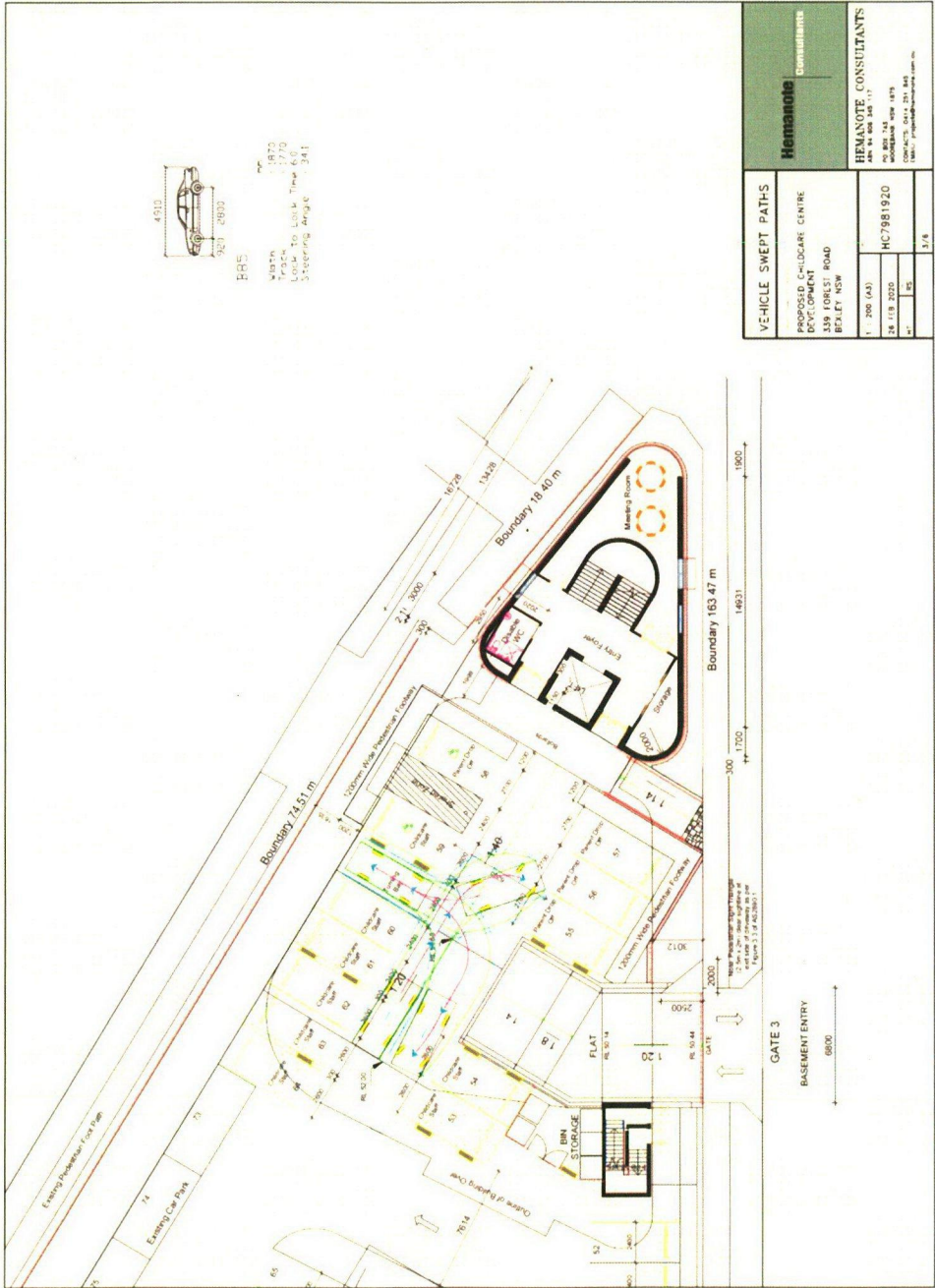
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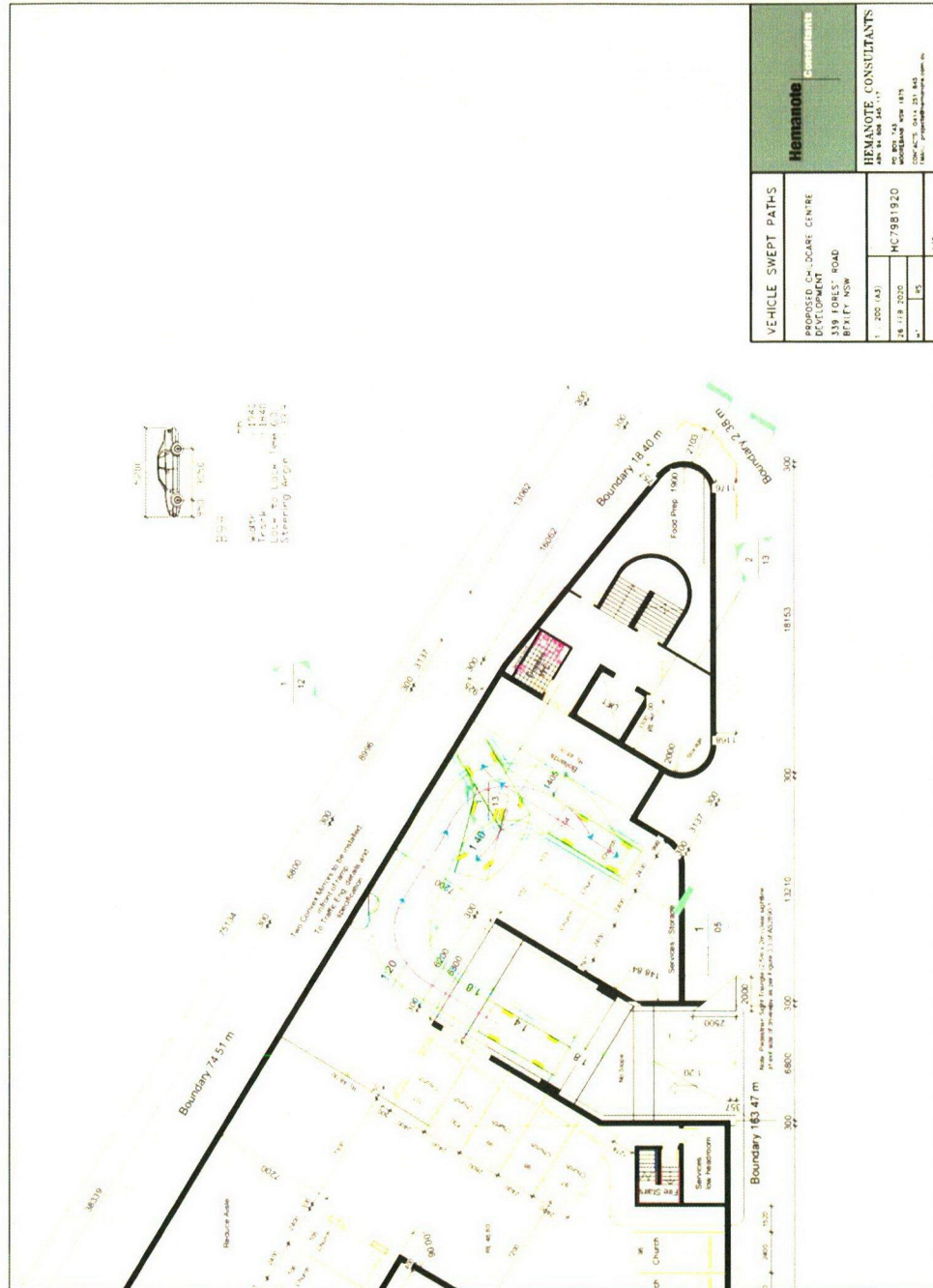
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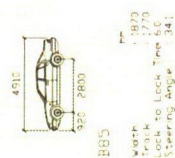
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Community Use Agreement

An agreement (consisting of the following Schedule, Standard Terms and Signature Page) between the State of New South Wales and a Community User for the use by the Community User of facilities at the named NSW government school.

SCHEDULE

Date of Agreement / / (insert the date that this agreement is signed)
day month year

School

Name

Address

Number

Email

ABN

Community User

Name

Address

Number

Email

ABN

ACN

CRN

Commencement Date / / (insert the date that this agreement is to commence)
day month year

SCHEDULE

Termination Date

2 7 / 0 1 / 2 0 2 1

(insert the date that this agreement is to terminate (unless earlier terminated in accordance with this agreement))

the date inserted must not be more than 12 months after the Commencement Date

day month year

Purpose

Use of Car Park for Congregation

(insert the details of the purpose for which the Premises will be used)

Premises

(the Premises may be defined by reference to a plan attached to this agreement)

GR0001, GR0002, GR0008, GR0010, GR0013 GR0019
School grounds as required.

Building and Room Number(s) (set out in the Table of Agreed Usage)

Equipment

Equipment Description	Equipment Location	Starting Date	Finishing Date	From (time)	Duration	Charge	Per use or total (lump sum)
	Car Park	28/01/2020	28/1/2020	8am	All Day		\$200.00 inc: GST

Total Fees:

2400.00

Table of Agreed Usage

Day of Week	Frequency	Starting Date	Finishing Date	From (time)	Duration	Facility Description	Fees per hour, use or total (lump sum) (choose 1)
Sunday	Every Sunday	28/1/2019	28/1/2021	8am	All Day	Carpark	\$200.00 inc: GST

Total Fees:

\$2400.00

Site Specific Information

Fees (see clause 4)

Granting this licence to use school premises and equipment is a taxable supply. The supplier shall issue a tax invoice(s) for the periodic use.

The Community User shall pay to the School \$ + GST per (please select one of the below options)

- ☐ week
- ☐ fortnight
- ☐ month
- ☐ school term
- ☒ year

in advance, for use of the Premises and the Equipment in accordance with this Agreement by: (please select one of the below options)

- ☒ EFT (details are provided on invoice)
- ☐ BPay
- ☐ Cheque or Money Order
- ☐ Phone payment (credit card via automated phone system)
- ☐ In person at a school (although not preferred if a commercial customer)

Public Liability Insurance (see clause 5)

Name of Insurer:

Policy Number:

Date of Expiry: //
day month year

Additional conditions (see clause 8.1(u))

And Other School Specific Rules

Credits will not be issued for NON Attendance

(insert above details of any conditions not otherwise stated in clause 8)

Standard terms

THIS AGREEMENT is made on the dated referred to in the Schedule BETWEEN the School identified in the Schedule for and on behalf of the State of New South Wales through its Department of Education (ABN 40 300 173 822) AND the Community User identified in the Schedule.

It is agreed that:

1. Definitions

In this Agreement:

"Consent" is defined in clause 8.2 of this Agreement.

"Claims" refers to, in relation to a party, an allegation, demand, claim, action, proceeding or suit made or brought by or against that party.

"Premises" refers to the area set out in the Schedule.

"Equipment" refers to the equipment provided by the School for use by the Community User (including its Personnel and invitees) as set out in the Schedule.

"EPAA" means the Environmental Planning and Assessment Act 1979 (NSW) and any regulations and other statutory instruments issued under it.

"Law" means any applicable federal or state statute, regulation or subordinate legislation, present or future.

"Liabilities" refers to Claims, losses, liabilities, damages, charges, costs, outgoings, payments and expenses of any kind (including legal costs on a full indemnity basis).

"Personnel" refers to:

a) in relation to the State, the State's officers, employees, contractors, representatives, agents, and students;

b) in relation to the Community User, the Community User's officers, employees, contractors, representatives, and agents. **"School"** refers to the NSW government school identified in the Schedule.

"Principal" refers to the person occupying the position of, or acting as, principal of the School.

2. License to use

The State grants to the Community User a licence to use the Premises and the Equipment for the purpose described in the Schedule and for no other purpose. The Community User agrees to abide by the Conditions of Use set out in clause 8 below. This licence is not transferable.

3. Duration of use

This Agreement shall commence and terminate on the dates set out in the Schedule. During that period, the Community User, subject to this Agreement, has authority to use the Premises and the Equipment at the times and on the date(s) set out in the Table of Agreed Usage.

4. Fees

The Community User shall pay to the School the fees set out in the Schedule at the times and in the manner set out in the Schedule.

5. Public liability insurance

The Community User must take out and maintain a broad form contractual third party liability insurance (also known as public liability insurance) appropriate to the Community User's activities for at least \$20 million for any one occurrence in respect of any liability for personal injury and property damage arising out of, or in connection with, or caused by the Community User's occupation and use of the Premises and Equipment. The State must be named as an insured on the policy.

That insurance policy must be with a body corporate authorised to carry on insurance business under the **Insurance Act 1973**. Details of the insurance policy are set out in the Schedule.

6. Workers compensation insurance

The Community User must take out and maintain workers compensation insurance coverage with a licensed insurer under the **Workers Compensation Act 1987 (NSW)** in respect of any employees of the Community User who are employed in connection with the use of the Premises and Equipment.

(Clause 6 does not apply if the Community User does not have any employees)

7. Proof of insurance

The Community User shall provide a copy of the insurance policies or a certificate of currency in respect of the insurance policies referred to in clauses 5 and 6 to the Principal, and will provide a certificate of currency in respect of those policies to the Principal on the reasonable request of the Principal made from time to time.

8. Conditions of use

8.1 The Community User shall:

a) not use the Premises or Equipment other than for the purpose stated in the Schedule and the Table of Agreed Usage (where applicable);

- b) not use the Premises at any other time and day other than stated in the Schedule and the Table of Agreed Usage unless agreed in writing between the Community User and the Principal;
- c) not engage in any activity which is considered by the Principal to be inconsistent with the values of Public Education or the School's purpose and goals;
- d) not use the Premises on any public holiday or during school vacations unless agreed in writing by the Principal;
- e) ensure that all users who enter and exit the School grounds do so according to the Principal's directions;
- f) not interfere in any way with the operation of the School or Equipment or with records and materials of the School, staff or pupils and in particular not to use any machinery or equipment other than Equipment specified in the Schedule and the Table of Agreed Usage and not remove any Equipment from the School premises;
- g) not make any structural alterations to the Premises or Equipment including the attachment of nails, screws or any other fastenings to walls or fittings without the permission of the Principal;
- h) ensure that after each use all furniture and Equipment is replaced in its original position unless otherwise specified by the Principal;
- i) ensure that all persons allowed on the Premises or permitted by the Community User to use Equipment shall properly conduct themselves and ensure that any person not authorised by the Principal to use the Premises or Equipment does not do so;
- j) ensure that any children allowed to enter under this Agreement are properly supervised at all times and only use the Premises specified in the Schedule and the Table of Agreed Usage;
- k) ensure that smoking does not occur;
- l) ensure that no game of chance or gambling is carried out on the Premises unless an appropriate authority or licence has been obtained from the Office of Liquor Gaming and Racing or other regulatory body;
- m) not engage in any activity which breaches the Copyright Act 1968 (Cth);
- n) notify the Principal immediately in writing of any accident to any person while on the Premises under this Agreement and provide such statements from witnesses and the person/s injured as the Principal or the Department of Education's Legal Services Directorate may require;
- o) leave the Premises and any toilets or other parts of the School buildings and all entrance and exit routes in a clean and tidy condition after each use or arrange and pay for the cleaning of the Premises;
- p) not do anything to hinder the right of the Principal or the Principal's nominee to enter the Premises at any time for the purpose of inspecting the Premises or Equipment;
- q) vacate the Premises on or before the authorised time and ensure that the Premises are locked and secured at the end of each use. Power, heating and cooling are to be switched off after use;
- r) not continue to use the Premises beyond the expiration of the term of this Agreement. Return any keys to the Premises to the Principal upon expiration of the Agreement;
- s) comply with any reasonable request by the Principal concerning the use of the Premises and Equipment and use them in accordance with the documentation and instructions provided;
- t) comply with or obey any reasonable request, command or order by emergency services personnel if and when necessary;
- u) comply with any other additional conditions and school specific rules, if any, set out in the Schedule;
- v) use the Premises and ensure that activities at the Premises are conducted in a safe and responsible manner, and in accordance with applicable laws, including work health and safety legislation. This includes ensuring that the Community User's Personnel are licensed and qualified to use any equipment or carry out any activities permitted under this Agreement;
- w) ensure that any use of alcohol complies with the **Liquor Act 2007 (NSW)** and alcohol is not left at the School.
- x) ensure that it, including its Personnel and invitees, do not leave anything at the School (including the Premises) which may cause injury to any person.

8.2.1

If the Community User intends to use the Premises for any purpose which requires consent(s), approval(s) and/or licenses under the EPAA and/or any Law ("**Consents**"), then the Community User must:

- a) advise the Principal of this prior to such use; and
- b) not use the Premises for that purpose unless and until all Consents have been obtained;

8.2.2

- a) The Community User is responsible for obtaining at its own cost all Consents, other than Consents that can only be obtained by the School.
- b) The Consents obtained by the Community User must not place any obligation on the State of New South Wales or any person on behalf of the State of New South Wales to perform any work or incur any costs.
- c) The Community User must provide the Principal with a copy of all Consents the Community User has obtained prior to such use.

The Principal will communicate its decision to the Community User within a reasonable time after it is made aware of the necessary Consent by the Community User under clause 8.2.1a).

8.2.3

If a Consent can only be obtained by the School, the Principal has absolute discretion whether or not to obtain the Consent. The Principal will communicate its decision to the Community User within a reasonable time after it is made aware of the necessary Consent by the Community User under clause 8.2.1a).

8.2.4

The Community User must not use the Premises in any manner which:

- (a) is contrary to or in breach of any Consents; and
- (b) breaches the EPAA and/or any other Law.

9. Indemnities and releases

9.1

The State does not warrant that the Premises and the Equipment are now or will remain suitable for all or any of the purposes of the Community User.

9.2.1

The Community User agrees to occupy and use the Premises, Equipment, machinery, utility or other equipment services and facilities at the School at its own risk.

9.2.2

To the full extent permitted by law and subject to clause 9.4, the Community User releases the State from all Claims the Community User may have against the State arising from or in connection with:

- (a) the use by the Community User (including its Personnel and visitors) of the Premises, Equipment, machinery, utility, other equipment, services or facilities at the School; or
- (b) loss or damage to the equipment of the Community User (including its Personnel and visitors)

9.3

The Community User indemnifies the State (including its Personnel) from and against all Liabilities the State becomes liable for arising from or in connection with the following:

9.3.1

The negligent or unlawful use by the Community User (including its Personnel and visitors) of the Premises, Equipment, machinery, utility or other equipment services and facilities at the School;

9.3.3

Personal injury or property damage inside or outside the School (including the Premises) caused or contributed to by an act or omission by the Community User (including its Personnel and visitors); and

9.3.4

a breach of this Agreement by the Community User.

9.4

A party's liability to the other party under or in connection with this Agreement will be reduced proportionately by the extent, if any, to which the other party's negligent act or omission caused or contributed to the liability.

10. Keys

The Principal will make available to the Community User keys to open any gates or doors to the School to access the Premises for each day of use under this Agreement. The Community User must at the conclusion of the Access Hours on each day of use lock such gates or doors. The Community User agrees not to copy any of the Keys. Lost keys will be replaced at the expense of the Community User and if the Principal acting reasonably believes that locks need to be replaced after the Community User has lost keys the Community User must pay for the cost of new locks.

11. Termination

11.1

At any time the State has the right to immediately suspend or terminate this Agreement in the event of:

- (a) an emergency where the Premises are urgently needed to house students or provide accommodation during disaster periods;
- (b) a federal, state or local election or a referendum.
- (c) where the Premises or any part becomes unsafe;
- (d) where an essential School need arises requiring exclusive use of the Premises;
- (e) where the School is closed and the land is scheduled for disposal;
- (f) in situations where the activity engaged in by the Community user is detrimental to the School and its students;
- (g) where there has been a significant breach or repeated breaches of the Agreement.

Should there be no default by the Community User at the date of suspension or termination, any fees paid for the period of the suspension or for a period beyond the termination will be refunded.

11.2

Either party may terminate this Agreement at any time by giving the other two week's notice in writing.

11.3

Should there be no default by the Community User at the date of termination, any fees paid for a period beyond the termination will be refunded.

12. Child safety, welfare and wellbeing

Note: This clause applies when the community user is engaged in activities involving:

- *child development (which includes mentoring and counselor services for children);*
- *the provision of cultural, recreational or sporting activities for children by a club, association, movement, society or other body;*
- *private coaching or tuition of children for educational purposes;*
- *religious services;*

but not including when the children participating in those activities are under the direct supervision of their parents or carers.

Where this clause applies the Licensee will need to complete the Community Use of School Facilities Child Protection Declaration and submit it to the principal.

12.1 Comply with the CP Act

Where the use of the premises involves workers of the Licensee having direct contact with children, the Licensee must be aware of and comply with any requirements of the Child Protection (Working with Children) Act 2012 and the Child Protection (Working with Children) Regulation 2013 and the Children (Education and Care Services) National Law (NSW) (collectively the CP Act) and any other ancillary legislation and the policies of the Licensor on child protection.

12.2 Extent of obligation

The Licensee will ensure that all persons who are engaged in child related work in relation to the Permitted Use, as defined in the CP Act, which include subcontractors and volunteers, comply with the requirements of the CP Act.

12.3 Notify Police

The Licensee must notify the Police if an allegation is made against one of its workers or invitees of disqualifying offences within the meaning of Schedule 2 of the CP Act.

12.4 Notification to Principal

The Licensee must notify the Principal within 1 working day when it becomes aware that one of its workers or invitees:

12.4.1

has been referred to the Police in relation to a disqualifying offence within the meaning of Schedule 2 of the CP Act;

12.4.2

has been charged by the Police in relation to a disqualifying offence within the meaning of Schedule 2 of the CP Act; or

12.4.3 has been found guilty of a disqualifying offence within the meaning of Schedule 2 of the CP Act.

12.5 Further Notification to Principal

The Licensee must provide the Principal with information it receives relating to the safety, welfare or wellbeing of a particular child or a class of children who the Licensee knows attends the School where the Licensee reasonably believes this information would assist the Principal to make any decision, assessment or plan, or conduct any investigation or provide any service, relating to the safety, welfare or wellbeing of the child or a class of children. This obligation may include but is not restricted to the following information:

12.5.1

educational records, assessments, welfare reports and counselling records;

12.5.2

reports of health-related incidents where:

- (a) medication, such as asthma reliever medication, was administered to the child;
- (b) the child was transported to a hospital or the parents of the child were advised to take the child to a health care professional or to a hospital; and
- (c) medical attention was provided at the Premises by an ambulance officer or health care professional;

12.5.3

apprehended personal violence orders or apprehended domestic violence orders or information that a child attending the School may have been exposed to domestic violence; and

12.5.4

allegations that a child has been or is at risk of being physically or sexually abused or ill-treated unless the Licensee is specifically advised by NSW Police not to provide this information to the Principal or by the Joint Investigation Response Team and in those circumstances the Licensee must write to NSW Police or the Joint Investigation Response Team to provide this advice and request that NSW Police inform the Principal as soon as they deem it appropriate to do so.

12.6 Acknowledgments in relation to child protection

The Licensee acknowledges that:

12.6.1

the Principal will advise the Director of Public Schools, or such other departmental authority as identified from time to time by the Licensor, of any information provided under clause 12.4;

12.6.2

the safety, welfare and wellbeing of children and young people and in particular protecting them from child abuse, will be the paramount consideration when the Director of Public Schools considers what further use or disclosure will be made of the information received. This will include informing various other persons in compliance with the Licensor's requirements and may include informing members of the School community of the information provided under

clause 12.4 where those community members may be directly affected by the information;

12.6.3

it is responsible after consulting with the Police and/or the Department of Community Services for advising the parents of any children who use their service of the matters set out in clause 12.4;

12.6.4

it must provide the Principal with evidence of the contact it has made with such parents; and

12.6.5

no obligation placed on the Licensee to inform any person should be regarded as removing the right of the Principal to take any additional action considered necessary to contact the Police or other appropriate authority or inform members of the School community.

12.7 Verification of compliance

The Licensee must complete and sign the Child Protection Declarations as required under the CP Act or by the Licensor. The Licensee must verify workers Working with Children Check clearance numbers where required under the CP Act.

12.8 Persons to be excluded

The Licensee must not employ, or continue to employ as a worker a person in child related work if the Licensee knows or has reasonable cause to believe that:

12.8.1

the worker is not the holder of a Working with Children Check clearance that authorises that work or contact with children and that there is no current application by the worker to the Children's Guardian for a clearance of a class applicable to that work; or

12.8.2

the worker is subject to an interim bar.

12.9 Other notification requirements

The Licensee will provide the Principal with information it obtains relating to the safety, welfare or well-being of a particular child or class of children the Licensee knows to attend the School where it reasonably believes this information would assist the Principal to make any decision, assessment or plan or conduct any investigation or provide any service relating to the safety, welfare or well-being of the child or a class of children. This may include but is not restricted to the following information:

12.9.1

educational records, assessments, welfare reports and counselling records;

12.9.2

reports of health-related incidents where:

- (a) medication (for example, asthma reliever medication) was administered to the child;
- (b) the child was transported to a hospital or his or her parents were advised to take the child to a health care professional to a hospital; and
- (c) medical attention was provided on site by an ambulance officer or health care professional;

12.9.3

apprehended personal violence orders or apprehended domestic violence orders or information that a child may have been exposed to domestic violence;

12.9.4

allegations that a child has been or is at risk of being physically or sexually abused or ill-treated unless the Licensee is specifically advised not to provide this information to the Principal by the Police or a Joint Investigation Response Team. In such circumstances the Licensee must write to the Police or the Joint Investigation Response Team and request that the Police inform the Principal as soon as the Police deem it appropriate to do so.

12.10 Change in Licensor requirements

The Licensor may in his absolute discretion at any time change the provisions of this agreement in relation to child protection. Upon notification of any change, the Licensee must comply with the changes as notified within such reasonable time as is specified in the notice.

12.11 Application of clause

For the purposes of this clause:

12.11.1

"child" means a person under the age of 18 years;

12.11.2

"worker" includes a person who is engaged in work in any of the following capacities:

- (a) employee;
- (b) self-employed person or is a contractor or subcontractor;
- (c) volunteer;
- (d) undertaking practical training as part of an educational or vocational course (other than as a school student undertaking work experience);

Signatures

Signed for and on behalf of the **Community User** by

Tony Bishoy Per St Mary & Mina Coptic Orthodox Church

print the name and title of person signing



(signature of authorised person)

in the presence of

Lia DiFranceco

Lia DiFrancesco (ADMIN) c/o BBEXLEY PUBLIC SCHOOL

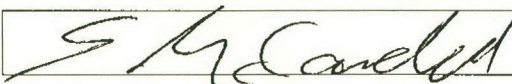
print the name and address of witness


(signature of witness)

Signed for and on behalf of **THE STATE OF NEW SOUTH WALES** by

Scott McCardell - Principal

print the name and title of person signing


(signature of authorised person)

in the presence of

Lia Di Fancesco

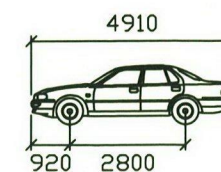
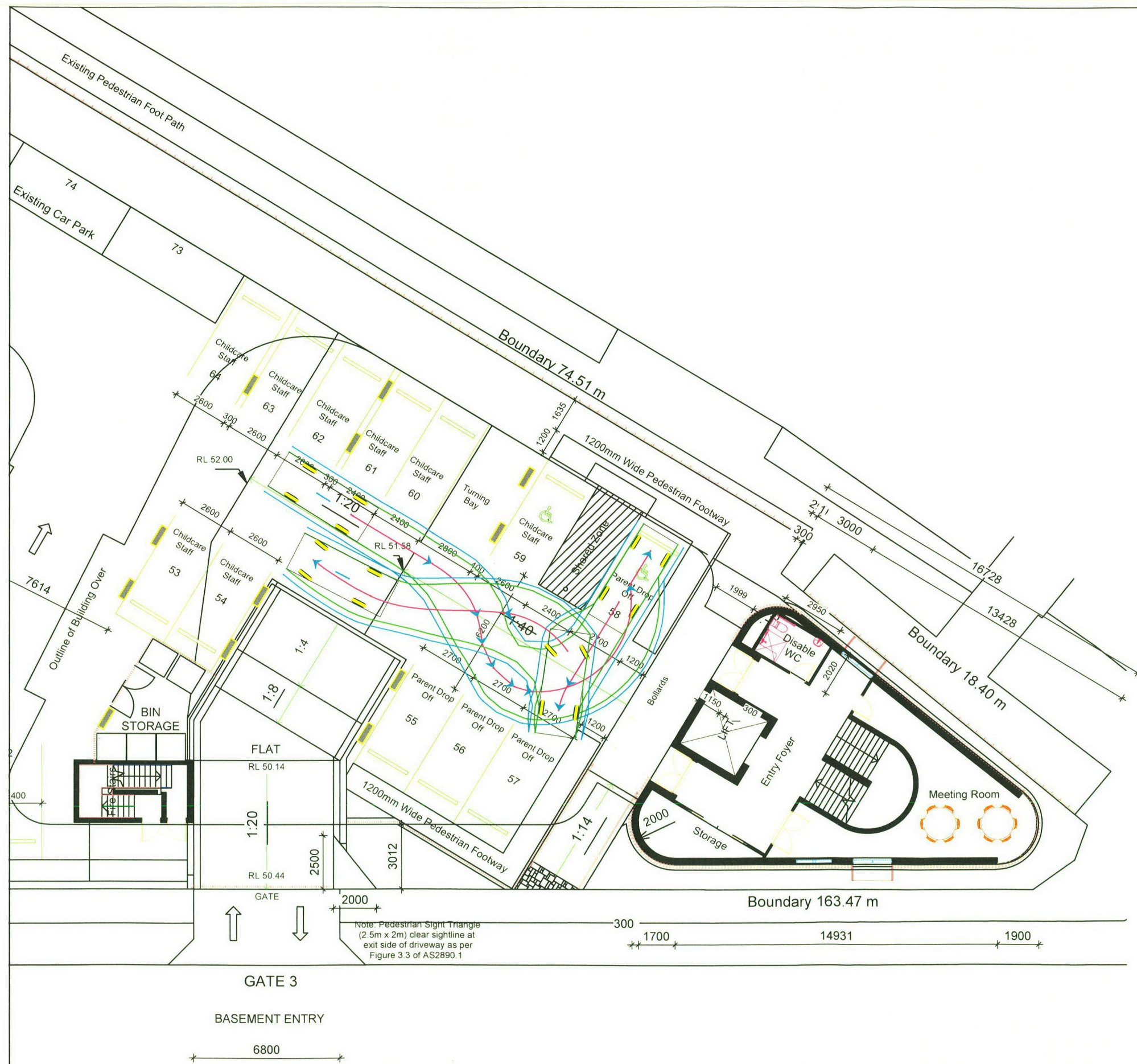
Lia DiFrancesco (ADMIN) c/o BEXLEY PUBLIC SCHOOL

print the name and address of witness


(signature of witness)

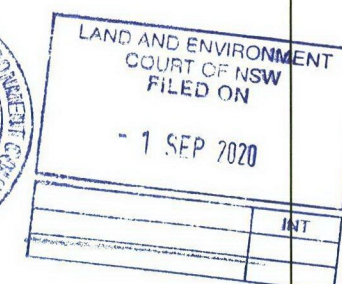
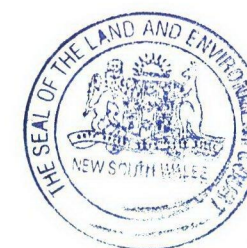
Note:

In addition to authorised persons and witnesses signing and completing this page, the authorised persons must initial every page of this document (in the bottom right hand corner)

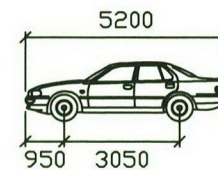
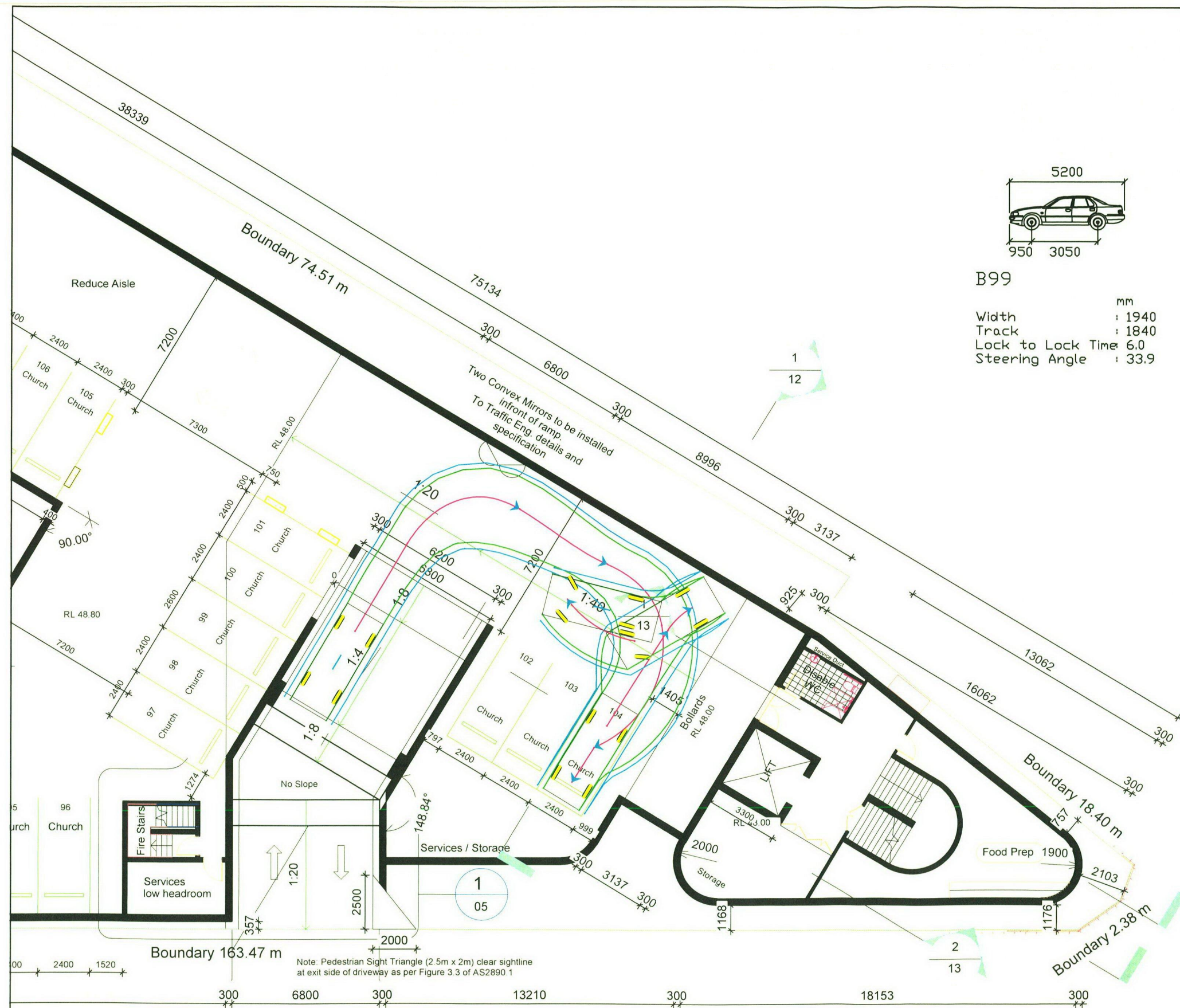


B85

mm
 Width : 1870
 Track : 1770
 Lock to Lock Time : 6.0
 Steering Angle : 34.1



VEHICLE SWEEP PATHS			
PROJECT NAME AND ADDRESS			
PROPOSED CHILDCARE CENTRE DEVELOPMENT			
339 FOREST ROAD BEXLEY NSW			
SCALE	1 : 200 (A3)	SWP No.	HC7981920
DATE	26 FEB 2020		
CHK BY	HT	APP BY	RS
REF No.		SWP No.	2/6
		Hemanote Consultants HEMANOTE CONSULTANTS ABN 94 606 345 117 PO BOX 743 MOOREBANK NSW 1875 CONTACTS: 0414 251 845 EMAIL: projects@hemanote.com.au	



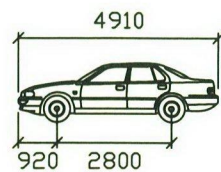
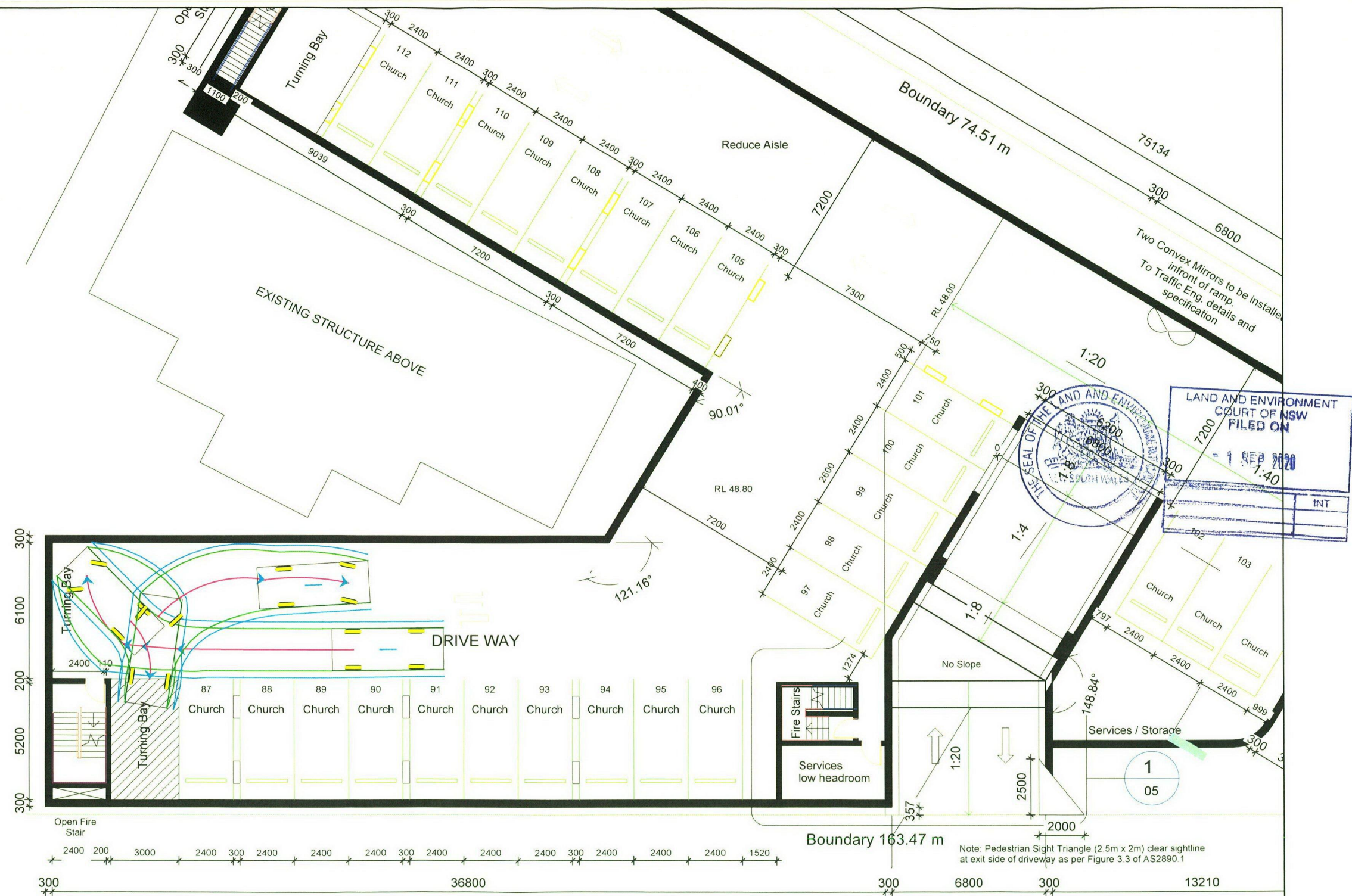
B99

	mm
Width	: 1940
Track	: 1840
Lock to Lock Time	: 6.0
Steering Angle	: 33.9



LAND AND ENVIRONMENT
COURT OF NSW
FILED ON
1 SEP 2020

VEHICLE SWEEP PATHS		Hemanote Consultants
PROJECT NAME AND ADDRESS: PROPOSED CHILDCARE CENTRE DEVELOPMENT 339 FOREST ROAD BEXLEY NSW		
SCALE: 1 : 200 (A3)	DATE: 26 FEB 2020	HEMANOTE CONSULTANTS ABN 94 606 345 117 PO BOX 743 MOOREBANK NSW 1875 CONTACTS: 0414 251 845 EMAIL: projects@hemanote.com.au
DRAWN BY: HT	CHECKED BY: RS	
REF. NO.: HC7981920		
SHEET NO.: 4/6		



B85

Width : 1870
Track : 1770
Lock to Lock Time : 6.0
Steering Angle : 34.1

VEHICLE SWEEP PATHS

PROPOSED CHILDCARE CENTRE
DEVELOPMENT
339 FOREST ROAD
BEXLEY NSW

1 : 200 (A3)

26 FEB 2020

HT RS

5/6

HC7981920

Hemanote
Consultants

HEMANOTE CONSULTANTS

ABN 94 808 345 117

PO BOX 743
MOOREBANK NSW 1875

CONTACTS: 0414 251 845
EMAIL: projects@hemanote.com.au

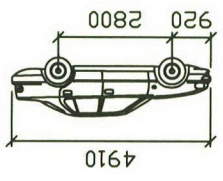
VEHICLE SWEEP PATHS

PROPOSED CHILDCARE CENTRE
DEVELOPMENT
339 FOREST ROAD
BEXLEY NSW

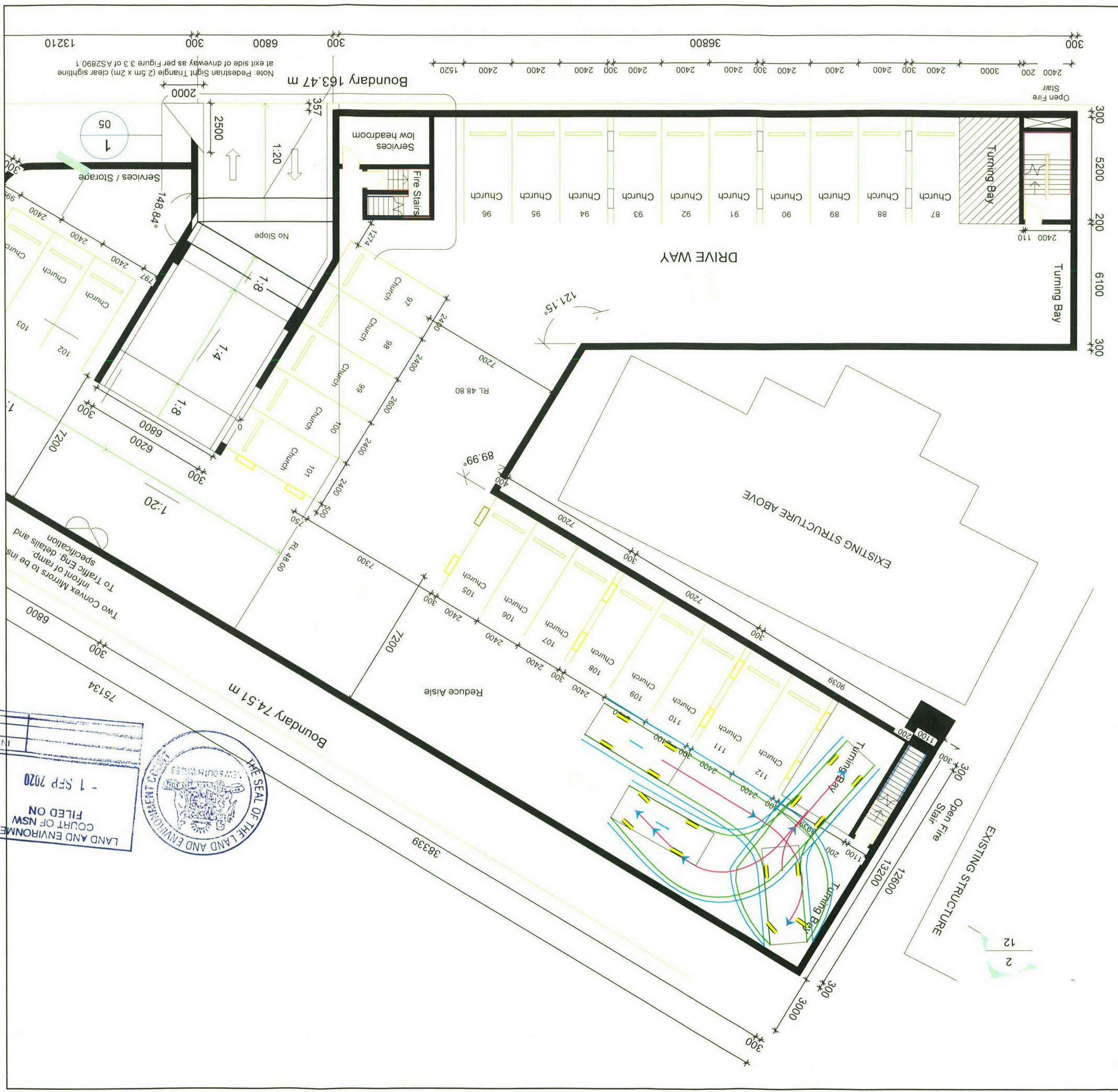
1 : 200 (A3)
DATE 26 FEB 2020
HT RS
6/6

Hemanote
Consultants

HEMANOTE CONSULTANTS
ABN 94 606 345 117
PO BOX 743
MOOREBANK NSW 1875
CONTACTS: 0414 251 845
EMAIL: project@hemanote.com.au



B85
Width : 1870 mm
Track : 1770
Lock to Lock : 1770
Steering Angle : 34.1



THE SEAL OF THE LAND AND ENVIRONMENT COURT
NEW SOUTH WALES

LAND AND ENVIRONMENT
COURT OF NSW
FILED ON
- 1 SEP 2020