



# Planning Proposal

Proposed amendment to Singleton Local Environmental Plan 2013

Reclassification of Lot 1 DP 1151446, 1-3 Bathurst Street, Singleton

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## File Number

Council Reference Number: 55.2018.2

Department: N/A

## Summary

Subject Land: Lot 1 DP 1151446, 1-3 Bathurst Street SINGLETON

Proponent: Singleton Council

Proposed Changes: This planning proposal seeks to reclassify the subject land from community land to operational land

Area of Land: 1535 m<sup>2</sup>

## Background

Pursuant to Part 2 of the *Local Government Act 1993*, this planning proposal seeks to amend the Singleton Local Environmental Plan 2013 (SLEP 2013) by reclassifying Lot 1 DP 1151446, 1-3 Bathurst Street, Singleton from 'community' to 'operational' land to facilitate the sale of the land to Ourcare Services Ltd. No changes to zoning, lot size, height or floor space ratio are proposed.

The land is owned by Singleton Council and contains two buildings separately leased to Ourcare Services Ltd and Senior Citizens Centre Welfare Association Incorporation. Council has been approached by Ourcare Services to purchase the property and this reclassification will enable the land to be sold. Ourcare Services have agreed in their letter of offer to Council to ensure that the Senior Citizens Association continue to have access and use of their building beyond the sale. In these circumstances, the use of the land by the Ourcare Services means that Council does not need to retain the land to ensure the provision of this community asset and the on-going public benefit to the community. The reclassification will enable Council to sell the land to the Ourcare Services and put the proceeds towards other Council assets.

## Introduction

Ourcare Services Ltd is a not for profit organisation which provides a range of services to the Singleton community including community transport, meals on wheels, neighbour aid, home maintenance, home modification, domestic assistance and personal care. These services are provided from Ourcare Services premises located on Part Lot 1 DP 1151446, 1-3 Bathurst Street, which is leased from Singleton Council. Ourcare Services is predominantly funded by the NSW Government.

A lease agreement between Singleton Council and Ourcare Service was entered for a five year period that terminates on 30 June 2022. Conditions of the lease are in accordance with the previous lease and Council's Policy 'Lease/Licence of Council Land and Buildings to Community Groups'.

At a meeting held with representatives from Ourcare Services in 2017, Ourcare Services enquired whether Council would consider selling the site. It was agreed at this meeting that valuations would be obtained to enable further consideration of this request and subsequently an offer to purchase the site from Council was received from Ourcare Services. The site also contains the Singleton Senior Citizen's Centre which is leased to the Senior Citizens Centre Welfare Association Incorporation until 22 January 2020. Ourcare

Services have agreed continue this lease agreement beyond the sale. The particulars of the agreement will need to be discussed in consultation with the Seniors Citizen Welfare Association Incorporation.

The land forms part of Reserve 30 known as Pole Park and is classified as community land in accordance with the *Local Government Act, 1993*. The land identified as Lot 1 DP 1151446 was created from a consolidation of Lots 16 and 17 Section 29 DP 192120 and Lots 18 and 19 DP 1130393 (previously known as Lot 18 and 19 Section 29 DP192120). Lot 16 and 17 Section 29 DP 192120 were purchased by Council in 1968 and in subsequent years a car park was constructed along with the establishment of the Senior Citizens Centre which was constructed around 1984.

At the time of the introduction of the *Local Government Act 1993*, councils were required to classify Council owned land as either:

- a) community or
- b) operational land.

Community land is land council makes available for use by the general public, for example, parks, reserves or sports grounds. Operational land is land which facilitates the functions of council, and may not be open to the general public, for example, a works depot or council garage. Community land covers parks, reserves and open space and other Council land not formally classified as 'operational' by 1 July 1994 will be automatically be classified as community land.

At a meeting of Council held on 18 April 1994, Council resolved to classify Lot 17 Section 29 DP 192120, and Lots 18 & 19 DP 1130393 as operational land.

At this time Lots 14, 15 and 16 Section 29 DP 192120 were vacant land and were not classified as operational land and by default were classified as community land. In 1994 the Community Centre was built across Lots 16 17 Section 29 DP 192120. A search of Council records has not been able to identify that Lot 16 was reclassified to operational land at this point in time.

A condition of the development consent for the Community Centre building extension in 2008 required that the land containing the Community Centre and Senior Citizen Centre be consolidated. This plan being DP 1151446 was registered on 9 November 2010. A search of Council's records has not identified that this land was classified as operational land. As a result, Lot 1 DP 1151446 is held as community land due to the original classification of Lot 16. A copy of the relevant Deposited Plans, Deed of purchase and Council report are included in Appendix B.

As the land is classified as community land, Council would need to reclassify the land as operational land pursuant to part 2 of the *Local Government Act 1993*, to allow for the land to be sold. At a meeting of Council held on 19 November 2018, a resolution was made to prepare a planning proposal to enable the re-classification of the subject land. This planning proposal has been prepared to support this request. It has been prepared in accordance with the Department of Planning & Environment's (DP&E) Guide to Preparing Planning Proposals (December 2018), and with reference to DP&E's Guide to Preparing Local Environmental Plans (December 2018). These guides outline the matters to be addressed in a planning proposal set out in the *Environmental Planning & Assessment Act 1979* (the Act).

# Site

The site subject of this planning proposal is identified in Figure 1. It is located on the western side of Bathurst Street and adjoins the public carpark to the east. The site has an area of 1,535m<sup>2</sup> and contains a one part two storey building adjoining the northern boundary (occupied by Ourcare Services) and a one storey building adjoining the southern boundary (occupied by Senior Citizens Centre). The property has a 46.1m frontage to Bathurst Street and a 41.2m frontage to the carpark with a depth of 37.2m.

The site is zoned B4 Mixed Use under the Singleton Local Environmental Plan 2013 (SLEP 2013). The use of the premises by Ourcare Services and Senior Citizen Centre would be defined as a 'community facility' under SLEP 2013 which is a permitted use in the B4 Mixed Use zone and there is therefore no need to rezone the land.

**Figure 1 – 1-3 Bathurst Street, Singleton (land subject to Planning Proposal is shown in red)**



## Part 1 – Objectives or Intended outcomes

The Planning Proposal seeks to achieve the following outcomes:

- The Intended outcome of the planning proposal is to provide for the sale of Lot 1 DP 1151446, 1-3 Bathurst Street Singleton, which is currently owned by Singleton Council. In order to do this the subject land must be classified as 'operational land' pursuant to Part 2 of the *Local Government Act 1993*.

## Part 2 – Explanation of provisions

The proposed objectives of the planning proposal will be achieved by amending the SLEP 2013 as outlined below:

Item no.	Explanation of provisions
1	Amend Schedule 4 of SLEP 2013 by adding under Part 2: Column 1 Locality: 'Singleton' and Column 2 Description: 'Lot 1 DP 1151446, 1-3 Bathurst Street Singleton and Column 3 Any trusts etc not discharged: Nil

## Part 3 – Justification

### Section A – Need for the Planning Proposal

#### **Question 1 – Is the planning proposal a result of any strategic study or report?**

The land subject of this planning proposal has been occupied by Ourcare Services and Senior Citizens Centre for a number of years. There is no strategic study or report relevant to this planning proposal, however there has been discussion with relevant Council officers regarding the sale of the land to Ourcare Services and there has been a resolution of Council on 19 November 2018 to prepare a planning proposal to enable reclassification of the property to operational land.

The reclassification and sale of the subject land would not negatively impact the economic sustainability of Singleton Council and would not result in any loss of community infrastructure. Any revenue resulting from the sale of the land would be re-invested back into other Council assets. The combined current lease arrangement is worth \$35,342 (ex GST) per annum to Council (with annual operating expenditure of \$16,771 (ex GST). The offer to purchase is \$625,000 (ex GST). Copies of the lease agreements for both Ourcare Services and Senior Citizen Centre are included in Appendix C.

#### **Question 2 – Is the planning proposal the best means of achieving the objectives or intended outcomes, or is there a better way?**

Sale of the site is only possible with reclassification of the land as operational. Section 27 of the *Local Government Act 1993* specifies the land subject to this proposal can only be reclassified through a Local Environmental Plan (LEP). The process of amending an LEP requires preparation of a planning proposal pursuant to Section 55 of the *Environmental Planning and Assessment Act 1979* (EP&A Act). Accordingly, this is considered to be the most appropriate way to achieve the objectives stated in Part 1 of this Planning Proposal.

## Section B – Relationship to strategic planning framework

### **Question 3 – Is the planning proposal consistent with the objectives and actions of the applicable regional, sub-regional or district plan or strategy (including any exhibited draft plans or strategies)?**

#### **◆ Hunter Regional Plan 2036 (2016)**

The regional strategy relevant to this Planning Proposal is the *Hunter Regional Plan (HRP) 2036*, which was adopted in 2016. The HRP is a regional land use strategy that applies to the Singleton LGA. It aims to provide the overarching framework to guide the NSW Government's land use planning priorities and decisions to 2036 and to guide subsequent and more detailed land use plans, development proposals and infrastructure funding decisions. While high level in its context, the HRP 2036 has statutory weight under the *Environmental Planning and Assessment Act 1979* (EP&A Act) and is required to be taken into consideration in the preparation of District Plans, Local Environmental Plans and Planning Proposals to amend Local Environmental Plans.

The Hunter Regional Plan 2036 has a focus on providing the Hunter Region with a leading economy, a biodiversity rich natural environment, thriving communities and greater housing choice. However, there are no specific provisions related to the subject land. Due to the minor nature of the proposed change, it is considered that the proposal is not inconsistent with the Hunter Regional Plan's directions.

#### **◆ Upper Hunter Strategic Regional Land Use Plan (2012)**

The Upper Hunter Strategic Regional Land Use Plan (UHSRLUP) is a sub-regional land use strategy that applies to the Singleton Local Government Area (LGA). The UHSRLUP identifies the need for social infrastructure including community facilities to grow in response to population growth. The proposal to reclassify the subject land will facilitate the sale of the site, creating more opportunities for long-term service planning for the Ourcare Services.

### **Question 4 – Is the planning proposal consistent with a council's local strategy or other local strategic plan?**

#### **◆ Singleton Land Use Strategy (2008)**

The site is not specifically identified in the Singleton Land Use Strategy (SLUS) 2008 as this document focuses on responding to settlement needs, providing and maintaining infrastructure, encouraging economic growth and protecting and enhancing the environment. Despite this, the ongoing provision of social infrastructure is identified as an increasing need. The reclassification and sale of the site would provide financial security to Ourcare Services to allow ongoing operations and long-term planning, being consistent with strategic plans for social infrastructure.

#### **◆ Singleton Community Strategic Plan 2017-2027**

An assessment of the Planning Proposal against the key objectives of the Singleton Community Strategic Plan 2017-2027 is outlined in **Table 1** below:

Table 1 – Singleton Community Strategic Plan 2017-2027

Theme	Objective	Explanation of Provisions
Our People	Provide services and facilities that meet the needs of our community at different stages of life	Not inconsistent
	Promote, facilitate and provide services for public health, healthy living and lifestyles	Not inconsistent
	Facilitate and support programs and activities which promote inclusion and celebrate diversity	Not inconsistent
	Provide social, recreational and cultural services which educate, inspire and entertain	Not inconsistent
	Collaborate with Government and other agencies to improve services relating to but not limited to health, education, integration connectivity, security and well-being	Not inconsistent
Our Place	Our Places Provide safe and well-maintained facilities and infrastructure	Sustainable management of assets is an outcome sought by the plan. The proceeds from the sale of the land if reclassification was to occur would provide funds to be re-invested into other Council assets to improve their operating efficiencies for example solar power or reinvested into income generating assets.
	Provide safe and reliable water and sewer services	Not inconsistent
	Promote and facilitate sustainable village living	Not inconsistent
	Improve transport connectivity and support sustainable alternatives	Not inconsistent
	Facilitate land use planning and development outcomes which respect and contribute in a positive way to environment and community	Not inconsistent
Our Environment	Collaborate to enhance, protect and improve our environment	Not inconsistent
	Promote efficient water and wastewater management and increase re-use and recycling	Not inconsistent
	Manage and reduce risks from environmental pollution and disease	Not inconsistent
	Educate and advocate to improve air quality in Singleton	Not inconsistent
	Collect and manage urban stormwater effectively	Not inconsistent
	Increase planning and preparedness for natural disasters	Not inconsistent
Our economy	Attract new investment to increase the diversity and resilience of the Singleton economy.	Not inconsistent
	Continue to support local tourism operators for the promotion of Singleton as a tourist destination	Not inconsistent
	Enhance relationships between local business, industry and Government to set strategic economic goals	Not inconsistent
	Facilitate development of a night time economy for Singleton	Not inconsistent
	Support the capacity of Singleton businesses to be flexible, adaptable and prepared for change	Not inconsistent
	Inform and inspire our community to be prepared to embrace for jobs for the future	Not inconsistent
	Seek funding to provide infrastructure, programs, services or events which add value to the delivery of the objectives of Singleton 2027	Not inconsistent
	Foster initiatives that strengthen Singleton's brand identity	Not inconsistent
Our Leadership	Council's service delivery is aligned with our communities needs and delivered the best way possible	Not inconsistent
	Provide accurate and timely communication to our community	Not inconsistent
	Improve the connectivity between the community, stakeholders and Council to create an informed community	Not inconsistent
	Infrastructure, services, facilities and Council are managed in a financially sustainable way	Not inconsistent
	Services are provided by the right people, in the right jobs, with the right skills and attitudes at the right time	Not inconsistent
	Develop strong partnerships to deliver services	Not inconsistent
	To led, govern, regulate in an ethical, equitable and transparent way.	Not inconsistent

## Question 5 – Is the planning proposal consistent with applicable State Environmental Planning Policies?

There are no existing or draft State Environmental Planning Policies that prohibit or restrict the proposed amendment as outlined in this Planning Proposal.

## Question 6 – Is the planning proposal consistent with applicable Ministerial Directions?

An assessment of relevant Ministerial Directions against the planning proposal is provided in the table below.

**Table 2 – Relevant Ministerial Directions**

Ministerial Direction	Aim of Direction	Consistency and Implications
<b>4. HAZARD AND RISK</b>		
<b>4.3 Flood Prone Land</b>	<p>The objectives of this direction are:</p> <p>(a) to ensure that development of flood prone land is consistent with the NSW government's Flood Prone Land Policy and the principles of the Floodplain Development Manual 2005, and</p> <p>(b) to ensure that the provisions of an LEP on flood prone land is commensurate with flood hazard and includes consideration of the potential flood impacts both on and off the subject land.</p>	<p>The subject site is identified as flood prone land in Singleton LEP 2013 (SLEP 2013). The proposal is for reclassification only, with the zone remaining the same and it is not considered an intensification of land use. Accordingly, it is considered that the planning proposal is consistent with the objectives of this Ministerial Direction.</p>
<b>6. LOCAL PLAN MAKING</b>		
<b>6.2 Reserving Land for Public Purposes</b>	<p>The direction aims to facilitate</p> <p>(i) the provision of public services and facilities by reserving land for public purposes; and</p> <p>(ii) removal of reservations of land for public purposes where land is no longer required for acquisition.</p>	<p>The Planning Proposal involves the reclassification of the land from community to operational land.</p> <p>This planning proposal affects land that has been classified as 'public land'. The land contains two separate buildings which are occupied by Ourcare Services Ltd and Senior Citizens Centre Welfare Association Incorporation. Ourcare Services Ltd is a not for profit organisation which provides a range of services to the Singleton community including community transport, meals on wheels, neighbour aid, home maintenance, home modification, domestic assistance and personal care. Ourcare Services have contributed financially in the past to the expansion of the facility building and fit out, totalling \$368,536 as per DAs 2007/551, 2008/529 and 2011/323. Ourcare has been leasing the land from Council and are now in a position to purchase the land, which is the objective of this planning proposal. The sale of the land to Ourcare Services will not alter the provision of community services from the site as Ourcare Services will continue to operate as it has done for a number of years. Furthermore, it is noted that Ourcare Services are mindful of the current arrangements in place with Senior Citizens Centre Welfare Association. Council's intention is to ensure that the Senior Citizens Association continues to have access and use of their building beyond the sale. This has been agreed upon by Ourcare Services in their letter of offer to purchase the property.</p>

## Section C – Environmental, social and economic Impact

### **Question 7 – Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?**

No. The Planning Proposal is to reclassify the subject land, and will not alter any other development controls in a manner such that there could be adverse impacts on threatened species, populations, or ecological communities. Further to this, the site subject of this planning proposal is not identified as comprising critical habitat, threatened species, populations or ecological communities or their habitats.

### **Question 8 – Are there any other likely environmental effects as a result of the planning proposal and how are they proposed to be managed?**

No. The environmental attributes and/or constraints which apply to the subject site will not be altered or affected by this Planning Proposal to reclassify the land. There will be no physical change on the site as a result of the reclassification and sale of land to the Ourcare Services.

### **Question 9 – Has the planning proposal adequately addressed any social and economic effects?**

The proposal is not expected to generate any significant adverse social or economic effects. There will be no change in the level of service provided by Ourcare Services and consultation will be held with Senior Citizens to ensure provision of space for their ongoing use. The community facility will continue to operate, which has positive social impacts for the Singleton community. The proposal will provide economic benefit to the broader community by facilitating sale of public land that is surplus to Council's needs. Reclassification of the subject land from community land to operational land will also allow Ourcare Services autonomy from Council in terms of its operations and economic independence.

## Section D – State and Commonwealth interests

### **Question 10 – Is there adequate public infrastructure for the planning proposal?**

There is adequate public infrastructure currently servicing the site. The site has road access from Bathurst Street and the public carpark to the west, is connected to reticulated water and sewer services and is connected to electricity and telecommunication services. There is no change proposed to any of these existing services as a result of the planning proposal. It will not result in the need for any new or augmented public infrastructure such as public utilities or roads.

### **Question 11 – What are the views of state and Commonwealth public authorities consulted in accordance with the Gateway determination?**

Consultation with any relevant State and Commonwealth Agencies will be undertaken following a Gateway Determination. It is not expected that public authorities will need to be consulted as the reclassification will not result in any change to the existing site conditions and impacts.

## Part 4 – Mapping

This Planning Proposal does not recommend any changes to the maps in the Singleton Local Environmental Plan 2013.

## Part 5 – Community Consultation

Community consultation will be undertaken in accordance with the Gateway determination. Planning proposals to reclassify public land are to be publicly exhibited for at least 28 days.

A copy of the NSW Department of Planning and Environment’s practice note ‘*PN 16–001 Classification and reclassification of public land through a local environmental plan*’ will be included in the public exhibition materials.

Notice of the public exhibition period will be placed in the local newspaper, the Singleton Argus. The exhibition material will be on display at the following locations during normal business hours:

- Singleton Council Administration Centre - Cnr Queen Street and Civic Avenue, Singleton
- Singleton Visitor Information and Enterprise Centre - Townhead Park, New England Highway, Singleton.
- Singleton Library - 8-10 Queen Street, Singleton.

The planning proposal will also be available on Council's website.

A public hearing will occur, pursuant to Section 29 of the *Local Government Act 1993*. This will allow the community an opportunity to expand on written submissions and discuss issues with an independent person in a public forum. After the exhibition period has ended, at least 21 days public notice is to be given before the hearing. This will enable the person chairing the hearing sufficient time to consider written submissions and all issues raised.

## Part 6 – Project Timeline

The Planning Proposal is expected to be reported to Council following the completion of the Agency Consultation, and prior to the Public Exhibition Period.

The following timetable is proposed:

	July 2019	Aug 2019	Sept 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	April 2020
<b>Gateway Determination</b>										
<b>Agency Consultation</b>										
<b>Reported to Council</b>										
<b>Public Exhibition</b>										
<b>Notification of Public Hearing</b>										
<b>Public Hearing</b>										
<b>Reported to Council</b>										
<b>Parliamentary Counsel</b>										
<b>Plan finalised</b>										

## Summary and Conclusions

The amendments to Singleton Local Environmental Plan 2013 (SLEP 2013) detailed in this Planning Proposal will reclassify Lot 1 DP 1151446, 1-3 Bathurst Street Singleton from 'community land' to 'operational land'. The reclassification will enable Council to sell the land to Ourcare Services and put the proceeds towards other Council assets.

The land subject of this planning proposal is partly occupied by Ourcare Services, a not for profit community facility which Council does not have any financial interest in. The remaining land is occupied by the Senior Citizens Centre. Ourcare Services have agreed in their letter of offer to Council for the purchase the land to ensure that the Senior Citizens Association continues to have access and use of their building beyond the sale and the terms of this will need to be negotiated. In these circumstances the use of the land by Ourcare Services and Seniors Citizen Welfare Association means that Council does not need to retain the land to ensure the provision of these community services and the on-going public benefit to the community. The land is therefore considered to be surplus to Council's needs.

It is requested that this planning proposal seeking the reclassification from 'community land' to 'operational land' 'be supported and be processed in accordance with legislative requirements.

All relevant strategies, SEPPs and Section 9.1 Directions have been addressed in this Planning Proposal and it is considered that the Planning Proposal may be progressed to exhibition.

<p>This Planning Proposal has been prepared to explain the intended effect of the proposed amendment to the Singleton Local Environmental Plan 2013 and sets out the justification for making that amendment. Pursuant to Section 3.35 of the <i>Environmental Planning and Assessment Act 1979</i>, Council may, at any time, vary the proposal as a consequence of its consideration of any submission or report during community consultation or for any other reason. It may also, at any time, request the Minister to determine that the matter not proceed.</p> <p>This Planning Proposal (version: 1) has been reviewed by the Manager Development and Environmental Services and deemed suitable for the purposes of review of the Department of Planning &amp; Environment prior to public exhibition.</p>		
<b>Emily Riley</b>	<b>Rean Lourens</b>	<b>Mary-Anne Crawford</b>
Strategic Land Use Planner	Acting Coordinator Planning and Development Services	Manager Development and Environmental Services

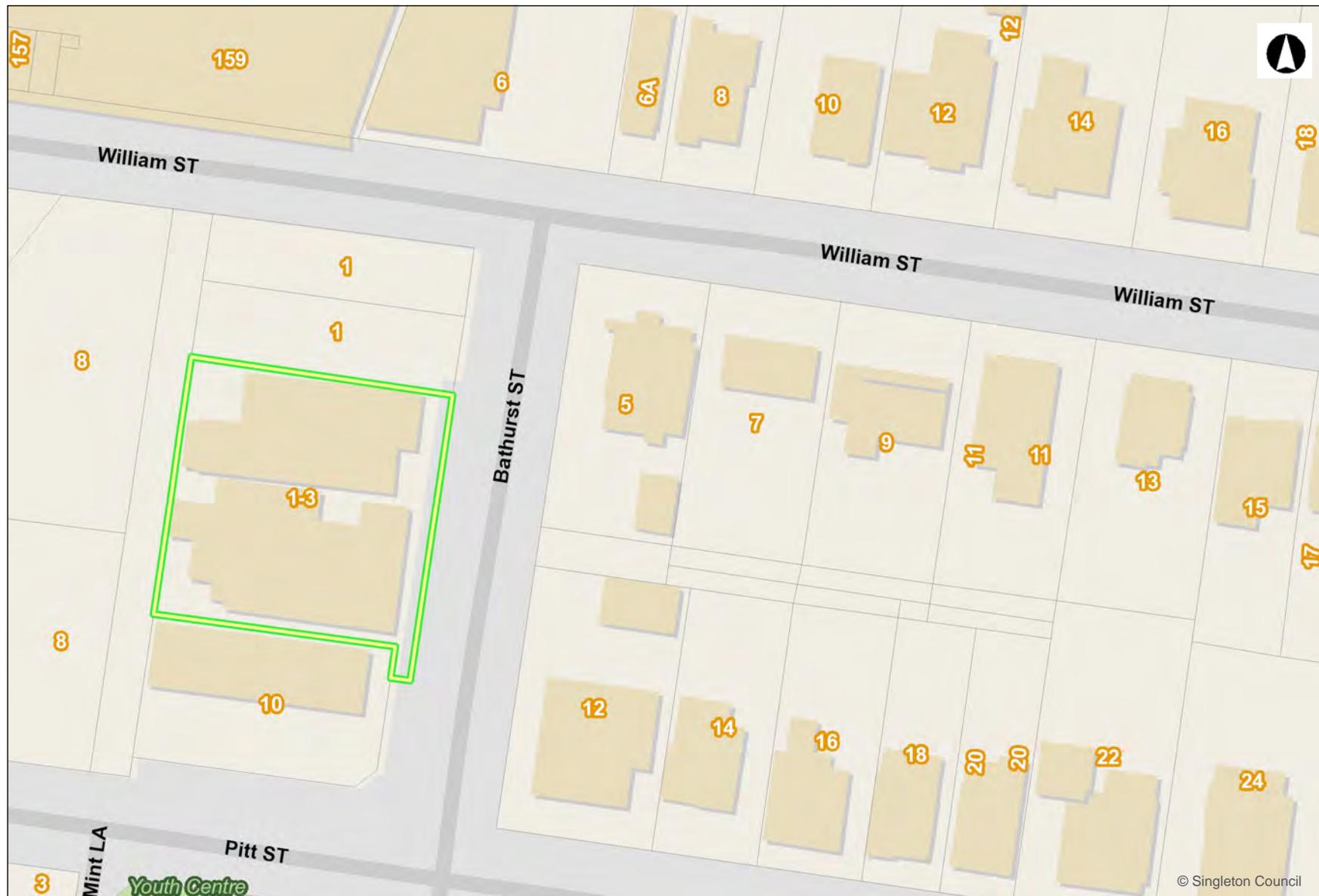
# Appendices

## Appendix A Site Identification Plan

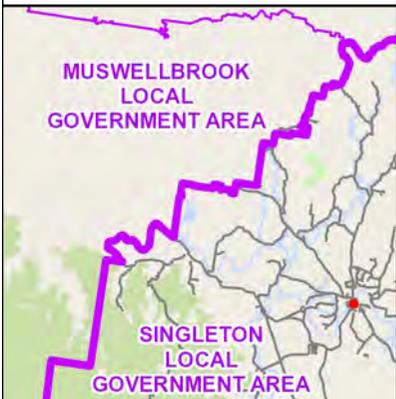
# Site Identification Plan

## Legend

-  LEP Cadastre
-  TransGrid Comms
-  TransGrid Major Power Line
-  TransGrid Easement
-  TransGrid Property
-  WARNING - Dialysis Machine
-  Line\_Road\_under5K
-  Singleton LGA
-  Other LGA
-  Road\_Label\_0to5K
-  Railway
-  Buildings
-  National Parks
-  Road
-  Parks and Reserves
-  State Forest
-  Rivers Creeks Streams
-  Waterbodies
-  Other LGA
-  Ocean



© Singleton Council



Date: 12-Jun-2019  
 Projection: GDA\_1994\_MGA\_Zone\_56

### DISCLAIMER:

While every care is taken to ensure the accuracy of this data, Singleton Council makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose, and also disclaims all responsibility and all liability (including without limitation, liability in negligence) for any expenses, losses, damages (which includes consequential damage) and costs which you might incur as a result of data being inaccurate or incomplete for any reason. Any resale of this data is strictly prohibited.

**Appendix B Deposited Plan, Deed of Purchase, Council Report 1994**

BOX 268D  
(AN217272)



NEW SOUTH WALES  
**CERTIFICATE OF TITLE**  
REAL PROPERTY ACT, 1900



TORRENS TITLE REFERENCE	
1/1151446	
EDITION	DATE OF ISSUE
4	26/3/2018
CERTIFICATE AUTHENTICATION CODE	
Y9KW-H9-9X6D	

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

REGISTRAR GENERAL



ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT)

LAND

LOT 1 IN DEPOSITED PLAN 1151446  
AT SINGLETON.  
LOCAL GOVERNMENT AREA: SINGLETON.  
PARISH OF WHITTINGHAM COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM: DP1151446

FIRST SCHEDULE

SINGLETON SHIRE COUNCIL

SECOND SCHEDULE

1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2. QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J OF THE REAL PROPERTY ACT, 1900. ENTERED 15.8.2008 AS REGARDS THE PART IN BK 2876 NO 797
3. QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J OF THE REAL PROPERTY ACT, 1900. ENTERED 15.8.2008 AS REGARDS THE PART IN BK 3048 NO 875
4. QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J OF THE REAL PROPERTY ACT, 1900. ENTERED 15.8.2008 AS REGARDS THE PART IN BK 3052 NO 456
5. AJ528373 LEASE TO SENIOR CITIZENS CENTRE WELFARE ASSOCIATION INCORPORATED OF THE SENIOR CITIZENS CENTRE, 1-3 BATHURST ST, SINGLETON. EXPIRES: 22/1/2020.
6. AN217272 LEASE TO OURCARE SERVICES LIMITED OF PREMISES KNOWN AS COMMUNITY SERVICES BUILDING, 1- 3 BATHURST STREET, SINGLETON. EXPIRES: 30/6/2022.

\*\*\*\* END OF CERTIFICATE \*\*\*\*

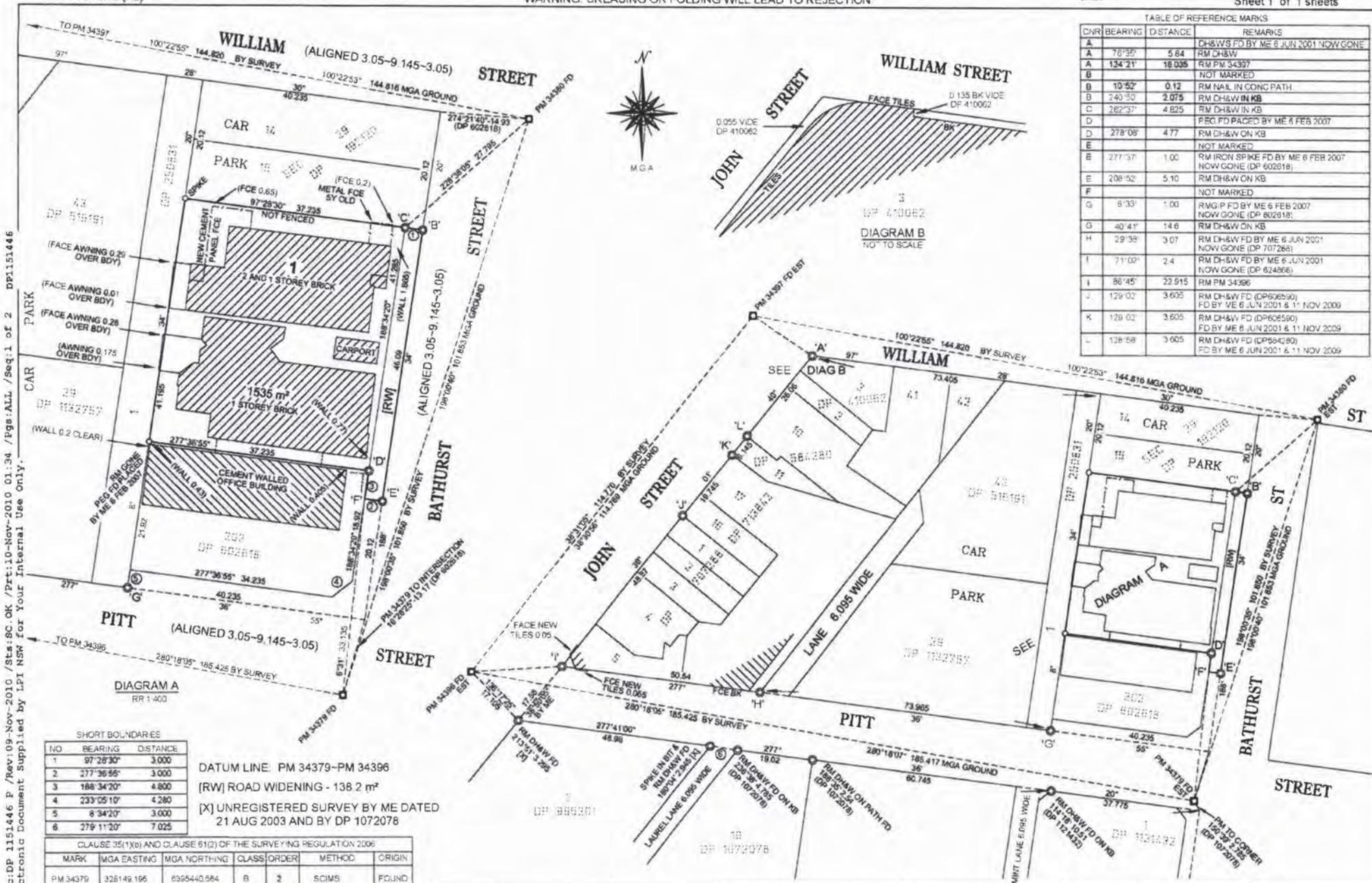


TABLE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	REMARKS
A	76°35'	5.84	DH&WS FD BY ME 6 JUN 2001 NOW GONE
A	134°21'	16.035	RM DH&W
B			RM PM 34397
B			NOT MARKED
B	10°52'	0.12	RM NAIL IN CONC PATH
B	240°30'	2.075	RM DH&W IN KB
C	262°37'	4.625	RM DH&W IN KB
D			PEC FD PAVED BY ME 6 FEB 2007
D	278°08'	4.77	RM DH&W ON KB
E			NOT MARKED
E	277°37'	1.00	RM IRON SPIKE FD BY ME 6 FEB 2007 NOW GONE (DP 602618)
E	208°52'	5.10	RM DH&W ON KB
F			NOT MARKED
G	6°33'	1.00	RM GP FD BY ME 6 FEB 2007 NOW GONE (DP 602618)
G	40°41'	14.6	RM DH&W ON KB
H	29°38'	3.07	RM DH&W FD BY ME 6 JUN 2001 NOW GONE (DP 707266)
I	71°02'	2.4	RM DH&W FD BY ME 6 JUN 2001 NOW GONE (DP 624866)
I	86°45'	22.915	RM PM 34396
J	129°02'	3.605	RM DH&W FD (DP606590) FD BY ME 6 JUN 2001 & 11 NOV 2009
K	126°02'	3.605	RM DH&W FD (DP606590) FD BY ME 6 JUN 2001 & 11 NOV 2009
L	138°58'	3.605	RM DH&W FD (DP64280) FD BY ME 6 JUN 2001 & 11 NOV 2009

Box: e-Dex / Doc: DP 1151446 P / Rev: 09-Nov-2010 / Sta: SC OK / Prt: 10-Nov-2010 01:34 / Pgs: ALL / Seq: 1 of 2 / DP: 1151446  
 WARNING: Electronic Document Supplied by LPI NSW for Your Internal Use Only.

SHORT BOUNDARIES

NO	BEARING	DISTANCE
1	97°28'30"	3.000
2	277°36'55"	3.000
3	168°34'20"	4.800
4	233°05'10"	4.280
5	8°34'20"	3.000
6	279°11'20"	7.025

DATUM LINE: PM 34379-PM 34396  
 [RW] ROAD WIDENING - 138.2 m<sup>2</sup>  
 [X] UNREGISTERED SURVEY BY ME DATED 21 AUG 2003 AND BY DP 1072078

CLAUSE 35(1)(b) AND CLAUSE 51(2) OF THE SURVEYING REGULATION 2006

MARK	MGA EASTING	MGA NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 34379	326149.196	6395440.984	B	3	SCIMS	FOUND
PM 34390	328190.668	6395637.442	B	3	SCIMS	FOUND
PM 34396	327968.776	6395473.742	B	3	SCIMS	FOUND
PM 34397	328038.243	6395563.538	B	3	SCIMS	FOUND

MGA CO-ORDINATES ADOPTED FROM SCIMS AS AT 9 SEPTEMBER 2009  
 COMBINED SCALE FACTOR: 0.999958 ZONE 56

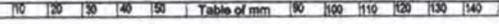
Surveyor: GARRY HAMBLIN  
 Date of Survey: 11 NOV 2009  
 Surveyor's Ref: 095516-002  
 REPORT

PLAN OF SUBDIVISION OF  
 LOTS 16 AND 17 SECTION 29 DP 192120 AND  
 LOTS 18 AND 19 DP 1130393

LGA. SINGLETON  
 Locality: SINGLETON  
 Subdivision No: 30/2010  
 Lengths are in metres. Reduction Ratio 1:600

Registered  
 9.11.2010

DP1151446



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

\* OFFICE USE ONLY

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE LAND MARKED [RW] ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD

DP1151446

Registered:  9.11.2010  
 Title System: TORRENS  
 Purpose: SUBDIVISION

PLAN OF CONSOLIDATION OF LOTS 16 AND 17 SECTION 29 DP 192120 AND LOTS 18 AND 19 DP 1130393

LGA: SINGLETON  
 Locality: SINGLETON  
 Parish: WHITTINGHAM  
 County: NORTHUMBERLAND

*SRmode*  
*MAYOR*  
*A. D. Nelson*  
*A/GENERAL MANAGER*



Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I, ..... in approving this plan certify  
 (Authorised Officer)  
 that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature: .....  
 Date: .....  
 File Number: .....  
 Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision set out herein  
 (insert 'subdivision' or 'new road')

*Mark Thelen*  
 \* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Singleton Council  
 Date of Endorsement: 28 October 2010  
 Accreditation no: .....  
 Subdivision Certificate no: 301200  
 File no: DASS912008

\* Delete whichever is inapplicable.

Surveying Regulation, 2006

I, GARRY EDWARD HAMBLIN .....  
 of SCOTT CRISP & HAMBLIN P/L ABN 79 002 472 639.  
 PO BOX 454, SINGLETON 2330 .....  
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on 11 NOVEMBER 2009 .....

The survey relates to LOT 1 ONLY .....  
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *[Signature]* Dated: 7 DEC 2009  
 Superior registered under the *Surveying Act, 2002*

Datum Line: PM 34379-PM 34396 .....  
 Type: Urban/Rural

Plans used in the preparation of survey/compilation

S1~1942	DP 602618
DP 56855	DP 606590
DP 112043	DP 624868
DP 192120	DP 707288
DP 250831	DP 1072078
DP 410062	DP 1130393
DP 516191	DP1132757
DP 584280	

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 095516-002 REPORT

ROLL PLAN 657

Burdekin's Subdivision

FP192120<sup>(E)</sup>

ROLL PLAN 657

FOR OFFICE USE ONLY

PLAN

~~Showing Highways & Bridges~~

# TOWNSHIP OF SINGLETON

Parish of Wittingham County of Northumberland

Scale 2 Chains to 1 Inch

200 ac Grant to Benjamin Singleton 6<sup>th</sup> June 1836

100 ac Grant to Benjamin Singleton 21<sup>st</sup> Oct 1835

Parcels marked Q are affected wholly or in part by  
Deed of Part<sup>n</sup> Reg<sup>d</sup> Bk 79 No 588 5<sup>th</sup> Schedule

Examined by *[Signature]* 18/10/2003



Box: SING /Doc: DP 0192120 F /Rev: 11-May-1999 /Sta: OK OK /Prt: 01-Nov-2001 15:02 /Pgs: ALL /Seq: 1 of 4  
WARNING: Electronic Document supplied by LPI NSW for your internal use only

# HUNTER

# RIVER

Dunroby Bridge

FROM ALL PARTS OF THE NORTH WESTERN INTERIOR

MACQUARIE

ELIZABETH

HUNTER

CAMPBELL

App<sup>n</sup> 15887

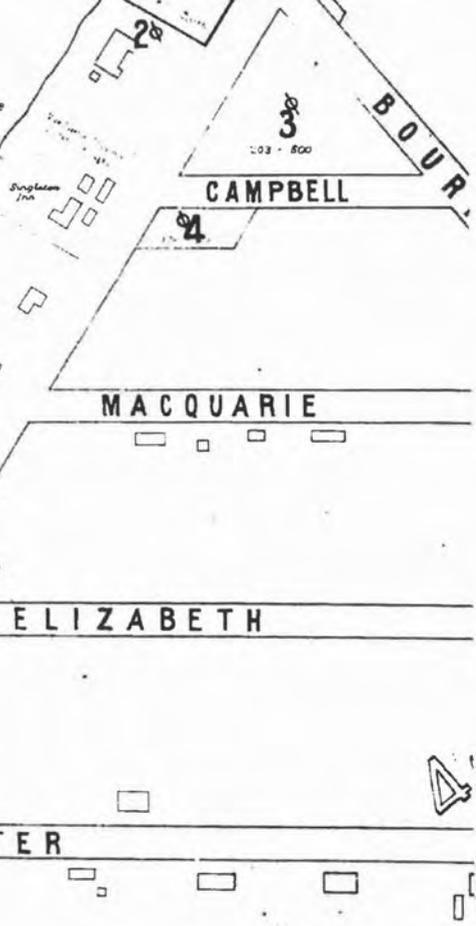
ST  
BOUR



OCCUPATION

ROAD

10  
183





DP 1130393

Registered:  15.8.2008

Title System: OLD SYSTEM

Purpose: LIMITED FOLIO CREATION

Ref. Map: U0995-93

Last Plan: DP192120

C.A. 133958

PLAN OF LAND COMPRISED IN

DEED BK. 3052 NO. 456 (LOT 19)  
 DEED BK. 3048 NO. 875 (LOT 18)

Lengths are in metres. Reduction Ratio - NTS

Sheet 1 of 1 sheets

L.G.A.: SINGLETON

LOCALITY: SINGLETON

PARISH: WHITTINGHAM

COUNTY: NORTHUMBERLAND

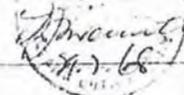
THIS PLAN WAS PREPARED SOLELY TO  
 IDENTIFY THE LAND IN THE ABOVE DEED  
 AND THE BOUNDARIES HAVE NOT BEEN  
 INVESTIGATED BY THE REGISTRAR GENERAL

THIS PLAN IS NOT A CURRENT PLAN IN TERMS OF  
 S.7A CONVEYANCING ACT 1919.

LPI Ref. : TCB1/15



- (A) DIMENSION FROM DP602618
- (B) DEDUCTED DIMENSIONS AND AREA NOT AVAILABLE
- (C) AREA OMITTED FROM DEED



# This Deed

made the <sup>eight</sup> ~~twenty seventh~~ day of February

One thousand nine hundred and sixty ~~seven~~ <sup>eight</sup> BETWEEN RICHARD JAMES COX of Singleton in the State of New South Wales, Truck Driver and MERVYN HENRY COX of Singleton aforesaid, Motor Mechanic (hereinafter called the Vendors) of the one part AND THE COUNCIL OF THE MUNICIPALITY OF SINGLETON (hereinafter called the Purchaser) of the other part

WHEREAS at the time of her death hereinafter referred to Ethel Sarah Jane Cox late of Singleton Widow deceased was seised for an estate in fee simple in the lands and hereditaments hereinafter described

AND WHEREAS the said Ethel Sarah Jane Cox died on the 26th day of July 1967 having first duly made and published her last Will and Testament in writing dated the 18th day of March 1965 whereby she appointed the Vendors executors thereof

AND WHEREAS on the 10th day of October, 1967 Probate of the said Will of the said Ethel Sarah Jane Cox was granted to the Vendors by the Supreme Court of New South Wales in its Probate Jurisdiction

AND WHEREAS the Vendors as such Executors as aforesaid have agreed with the Purchaser for the absolute sale of the lands and hereditaments hereinafter described for the price or sum of FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400)

NOW THIS DEED WITNESSETH that in pursuance of the agreement and in consideration of the sum of FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400) paid by the Purchaser to the Vendors (the receipt whereof is hereby acknowledged) the Vendors as such executors as aforesaid and in virtue of the powers conferred upon them by the Wills Probate and Administration Act 1898-1965, the Conveyancing Act 1919-1964 and of every other power them hereunto enabling doth hereby convey unto the Purchaser in fee simple

ALL THAT piece or parcel of land situate lying and being at Singleton in the Parish of Wittingham County of Northumberland and State of New South Wales being Allotments 16 and 17 of Section 29 on the Plan of the subdivision of the said Township of Singleton COMMENCING at a point on the west side of Bathurst Street sixty six feet from the corner of Bathurst and William Streets and bounded on the east by Bathurst

Street seventy five feet on the south by a line bearing west one hundred and thirty two feet to a lane on the west by the east side of that lane seventy four feet and on the north by a line bearing east one hundred and thirty two feet to the point of commencement \_\_\_\_\_

IN WITNESS whereof the parties hereto have hereunto subscribed their names and affixed their seals the day and year first hereinbefore written \_\_\_\_\_

SIGNED SEALED and DELIVERED)

by the said RICHARD JAMES )

COX in the presence of:- )

*R. J. Cox*

*[Signature]*

*Solicitor Singleton*

SIGNED SEALED and DELIVERED)

by the said MERVYN HENRY )

COX in the presence of:- )

*M. M. Cox*

*[Signature]*

SINGLETON COUNCIL

**RECOMMENDED** that two Councillors and the Library Manager attend the 6th Annual Conference of the Country Public Libraries Association.

163/94 **RESOLVED** that the recommendation be adopted.

(Brennan/Gleeson)

164/94 **RESOLVED** that Clrs Gleeson and Robinson attend as Council's delegates.

(Fraser/Gleeson)

3. AUSTRALIAN COMMONWEALTH GAMES ASSOCIATION (ACGA) INC

The Chairperson of the ACGA has written to Council seeking financial assistance to ensure that the Australian Team for the Commonwealth Games in Victoria, Canada next August is properly prepared and all are able to compete. (Copy of the letter attached. Page

Council funds for donations have been closely monitored and all have been fully allocated in the current 1994 and proposed 1994/95 Budget.

Should Council wish to make a contribution it would require the voting of additional funds.

Submitted for Council's determination.

165/94 **RESOLVED** that no action be taken on this matter.

(Brennan/Considine)

4. CLASSIFICATION OF COUNCIL LAND

I submitted a report to the March meeting which included a list of Council owned lands proposed to be classified as 'operational lands' within the meaning of Part 2 Chapter 6 of the Local Government Act, 1993.

The required notice of this proposal was placed in the press and several enquiries received. Upon explanation all people seeking clarification of the action being taken were satisfied.

Council should now formally adopt the following recommendation.

**RECOMMENDED** that the undermentioned lands be classified as 'operational land' within the meaning of Part 2 chapter 6 of the Local government Act 1993-

Description	Area	Use
Pts Lots 9/13 Sec 2 Warkworth	200m x 1m	Water pipeline to Village Warkworth Oval

*Ho Hannen* General Manager *S. J. ...*

SINGLETON COUNCIL

Lot 186544 Ph. Wambo Lonsdale/Queen Sts, Jerry's Plains	1000 sq m	Area set aside for water reservoir
Castlereagh Street Lot 22, 23 & Pt 24 Sec 30	24.38 x 40.23	Residence
Por 11 Ph Milbrodale	3377 sq m	Gravel Pit
Por 6 Ph Liebeg	30m x 30m	Fire Shed
Lot 2 DP 737473 Ryan Avenue	193 sq m	Road Reserve
Pt Lots 17/19 Bathurst Street	32m x 37.33m	Senior Citizens Centre
Lot 17 Sec 6, 1 Bishopgate Street	56.69 x IRR	Residence
Lot 2 DP 543903 2A Boonal Street	158 sq m	Sewer Pump Station
Lot 10 DP 38049, 36 Bourke Street	739.8 sq m	Sewer Pump Station
Lot 203 DP 808641	27.62 ha	Land Bank - North of Gardner Circuit
Lot 21 DP 816458	8.838 ha	Obanvale Water Treatment Plant
Lot 265 DP 39803 Bridgman Road	8263 sq m	Road Reserve
Lot 20/21 Sec 30 Castlereagh Street	36m x 46m	Car Park
Cor. Lot B 1 Castlereagh Street	5.33m/29.6 x 42m	Residence
Lot 31 DP 250842 Off Dorsman Drive	4978 sq m	Vacant Land
Lot 3 DP 263397	400 sq m	Water Pump Station - Whittingham
Lot 1/2 DP 632256, Lots 11/12 DP 713109, Lot 10 Pt Lots 7/8	4976 sq m	Area adjacent to Bridge loading ramp
Lot 11, Sec 12, 74 George Street	20.12m x 33.91 m	Community Centre
Lot 10, Pt Lots 7/8/9 High Street	735.6 sq m	Land - adjacent to ramp
Lot 1 DP 571105 John Street	277.3 sq m	R.O.W.
Unnum. DP 63592, 170 John Street	21.29m x 49m	Road (ex O'Leary)
Lot 78, 188 John Street	66m x 50.29m	Public Library

*Hannons*

## Appendix C Lease agreements Ourcare Services and Senior Citizen Centre



**LOCAL  
GOVERNMENT  
LEGAL**

LOCAL GOVERNMENT LEGAL  
ABN: 67 155 076 181  
4 Sandringham Ave | PO BOX 3137 THORNTON NSW 2322  
t (02) 4922 2301  
f (02) 4966 0588  
e admin@iglegal.com.au  
w iglegal.com.au



Our Ref: PC:CC:170226  
Your Ref: 03/0096

4 April 2018

The General Manager  
Singleton Council  
PO Box 314  
SINGLETON NSW 2330

**Attention: Larissa Bourke**

Dear General Manager

**Lease to Ourcare Services Limited  
Premises: Community Services Centre 1-3 Bathurst Street, Singleton**

We refer to the above matter.

Please now find **attached** the following documents:-

1. Lease in duplicate bearing registered number AN217272D;
2. Certificate of Title Torrens Title Reference 1/1151446.

Kindly acknowledge receipt by return email.

Yours faithfully  
**Local Government Legal**

**Peter Caldwell**  
Special Counsel  
Encl.



Liability limited by a scheme approved under Professional Standards Legislation.  
Legal practitioners employed by Local Government Legal are members of the scheme.

Form: 07L  
Release: 4.5  
Licence: 01-05-028  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Local Government Legal

**LEASE**  
New South Wales  
Real Property Act 1900



AN217272D

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

**STAMP DUTY**

Revenue NSW use only

**(A) TORRENS TITLE**

Property leased  
Part 1/1151446 being the premises known as Community Services Building at 1-3 Bathurst Street, Singleton,  
NSW 2330

**(B) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
268D	SYDNEY LEGAL AGENTS - INFOTRACK LLP: 132579W Reference: <u>HUNTER-421208</u>	L

**(C) LESSOR**

SINGLETON COUNCIL ABN 52 877 492 396

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

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

OURCARE SERVICES LIMITED ACN 156 484 927

**(F)**

TENANCY:

**(G)**

- TERM:** Five (5) years
- COMMENCING DATE:** 1 July 2017
- TERMINATING DATE:** 30 June 2022
- With an **OPTION TO RENEW** for a period of N.A. ~~set out in~~
- With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
- Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
- Incorporates the provisions set out in registered **LEASE** No. A1754722A
- The **RENT** is set out in item No. 6 of clause 2 of Annexure A

*SRM*



ANNEXURE A

This page and the following page is the annexure referred to in the Lease

**BETWEEN SINGLETON COUNCIL**  
ABN 52 877 492 396 (Lessor)

**AND OURCARE SERVICES LIMITED**  
ACN 156 484 927 (Lessee)

**DATED**

---

**1. Incorporation of Lease Registered No. AI754722A**

The parties agree and acknowledge that except as provided for below this Lease shall be subject to the covenants terms and conditions set out in Annexure 'A' of the Lease Registered No. AI754722A in respect of the Premises (the 'Provisions') and the parties are to observe and perform the Provisions as if the Provisions had been fully set out in length, subject only to the variations contained in clause 2.

**2. Variation of Lease**

The Lessor and Lessee agree that for the purposes of this Lease Annexure 'A' Lease Registered No. AI754722A is varied as follows:

**a. Clause 1.1 – Definitions**

The definition of 'Report' is amended to read as follows:

'Report means the report commissioned by the Lessor at the commencement of Lease No. AI754722A which details the state of the Premises'.

**b. Clause 10.2 – Repair of Premises**

Clause 10.2(a)(2)(A) is amended as follows:

'at least once every 8 years from the Occupation Date;'

**c. Item 2 of Schedule 1 'Reference Schedule'**

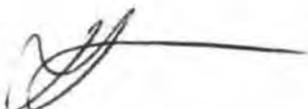
The item is deleted and replaced with the following:

**\*Item 2: Lessor**

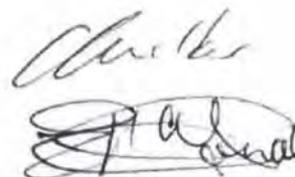
Name: Singleton Council  
ABN: 52 877 492 396  
Address: 12-14 Queen Street, Singleton, NSW 2330  
Email: [mgrima@singleton.nsw.gov.au](mailto:mgrima@singleton.nsw.gov.au)  
Attention: Megan Grima'

**d. Item 4 of Schedule 1 'Reference Schedule'**

The item is deleted and replaced with the following:



SRmode



**'Item 4: Premises**

Community Services Building  
1-3 Bathurst Street, Singleton, NSW 2330'

**e. Item 5 of Schedule 1 'Reference Schedule'**

The item is deleted and replaced with the following:

**'Item 5: Term**

- (a) Five (5) years
- (b) Commencing Date 1 July 2017
- (c) Terminating Date 30 June 2022'

**f. Item 6 of Schedule 1 'Reference Schedule'**

The item is deleted and replaced with the following:

**'Item 6: Rent**

\$34,200 + GST per annum, payable at \$2,850 + GST per month'

**g. Item 7 of Schedule 1 'Reference Schedule'**

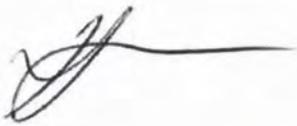
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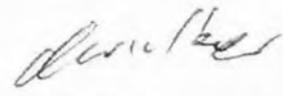
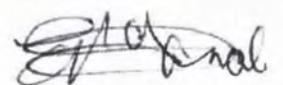
<b>'Item 7: (a) Review Dates</b>	<b>(b) Type of Review</b>
1 July 2018	CPI
1 July 2019	CPI
1 July 2020	CPI
1 July 2021	CPI'

**h. Item 9 of Schedule 1 'Reference Schedule'**

The item is deleted and replaced with the following:

**'Item 9: Public liability insurance**  
\$20 Million'

  
SPmode

Certified correct for the purposes of the Real Property Act 1900

The Common Seal of )  
SINGLETON COUNCIL was hereunto )  
affixed this 13<sup>th</sup> day of March 2018. )  
in pursuance of a Resolution of Council )  
dated the 16<sup>th</sup> day of October 2017 )



*SR Moore*

Signature of Mayor

*[Handwritten Signature]*

Signature of General Manager

SUSAN ROSALIE MOORE

Print name of Mayor

JASON LINNANE

Print name of General Manager

Executed by Ourcare Services  
Limited ACN 156 484 927 in  
Accordance with section 127 of the  
Corporations Act 2001 (Cth) by:

*[Handwritten Signature]*

Signature of Director

*[Handwritten Signature]*

Signature of Director / Secretary

DAVID CHRISTOPHER WALKER

Print name of Director

KEN ALVISON McDENAH

Print name of Director / Secretary

Form: 07L  
Release: 4.5  
Licence: 01-05-028  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Local Government Legal

**LEASE**  
New South Wales  
Real Property Act 1900



**AN217272D**

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

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Revenue NSW use only

**(A) TORRENS TITLE**

Property leased  
Part 1/1151446 being the premises known as Community Services Building at 1-3 Bathurst Street, Singleton, NSW 2330

**(B) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
268D	SYDNEY LEGAL AGENTS - INFOTRACK LLP: 132579W Reference: <u>HUNTER - 421208</u>	L

**(C) LESSOR**

SINGLETON COUNCIL ABN 52 877 492 396

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

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

OURCARE SERVICES LIMITED ACN 156 484 927

**(F)**

TENANCY:

**(G)**

- TERM:** Five (5) years
- COMMENCING DATE:** 1 July 2017
- TERMINATING DATE:** 30 June 2022
- With an **OPTION TO RENEW** for a period of N.A. ~~set out in~~
- With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
- Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
- Incorporates the provisions set out in registered **LEASE** No. A1754722A
- The **RENT** is set out in item No. 6 of clause 2 of Annexure A

DATE:

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: Singleton Council ABN 52 877 492 396  
Authority: Resolution of the Council dated 16 October 2017  
Signature of authorised person:

Name of authorised person: Susan Rosalie Moore  
Office held: Mayor

Signature of authorised person:

Name of authorised person: Jason Linnane  
Office held: General Manager

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: Ourcare Services Limited ACN 156 484 927  
Authority: section 127 of the Corporations Act 2001  
Signature of authorised person:

Name of authorised person: DAVID WALKER  
Office held: Director PRESIDENT

Signature of authorised person:

Name of authorised person: (KON MER)  
Office held: Director / Secretary

(I) **STATUTORY DECLARATION \***

I

solemnly and sincerely declare that—

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

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of New South Wales on

in the presence

of

Justice of the Peace (J.P. Number: \_\_\_\_\_ )

Practising Solicitor

Other qualified witness [specify]

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using the identification document and the document I relied on was a

Signature of witness: \_\_\_\_\_ Signature of applicant: \_\_\_\_\_

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

\*\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ANNEXURE A

This page and the following page is the annexure referred to in the Lease

**BETWEEN SINGLETON COUNCIL**  
ABN 52 877 492 396 (Lessor)

**AND OURCARE SERVICES LIMITED**  
ACN 156 484 927 (Lessee)

**DATED**

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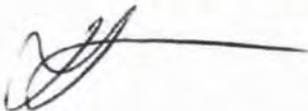
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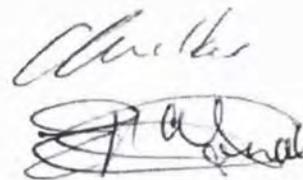
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SRmade



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(a) Five (5) years  
(b) Commencing Date 1 July 2017  
(c) Terminating Date 30 June 2022'

**f. Item 6 of Schedule 1 'Reference Schedule'**

The item is deleted and replaced with the following:

**'Item 6: Rent**  
\$34,200 + GST per annum, payable at \$2,850 + GST per month'

**g. Item 7 of Schedule 1 'Reference Schedule'**

The item is deleted and replaced with the following:

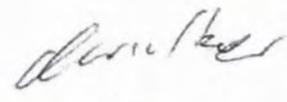
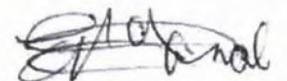
<b>'Item 7: (a) Review Dates</b>	<b>(b) Type of Review</b>
1 July 2018	CPI
1 July 2019	CPI
1 July 2020	CPI
1 July 2021	CPI'

**h. Item 9 of Schedule 1 'Reference Schedule'**

The item is deleted and replaced with the following:

**'Item 9: Public liability insurance**  
\$20 Million'

  
SPmode

Certified correct for the purposes of the Real Property Act 1900

The Common Seal of  
SINGLETON COUNCIL was hereunto  
affixed this 13<sup>th</sup> day of March 2018  
in pursuance of a Resolution of Council  
dated the 16<sup>th</sup> day of October 2017



*SR Moore*

Signature of Mayor

*[Handwritten Signature]*

Signature of General Manager

SUSAN ROSALIE MOORE

Print name of Mayor

JASON LINNANE

Print name of General Manager

Executed by Ourcare Services  
Limited ACN 156 484 927 in  
accordance with section 127 of the  
Corporations Act 2001 (Cth) by:

*[Handwritten Signature]*

Signature of Director

*[Handwritten Signature]*

Signature of Director/ Secretary

DAVID CHRISTOPHER WALKER

Print name of Director

KEN ALWISON McDONALD

Print name of Director/ Secretary

A1328-13

Form: 07L  
Licence: 01-05-028  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Schmidt-Liermann Pty Ltd

### LEASE

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales  
Real Property Act 1900

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

**STAMP DUTY** Office of State Revenue use only

(A) **TORRENS TITLE** Property leased  
Part Lot 1 DP1151446 part being Senior Citizens Centre 1-3 Bathurst Street, Singleton

(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Schmidt-Liermann Pty Ltd PO Box 146, St Ives NSW 2075 Tel: (02) 8095 7977	<b>CODE</b>  L
		Reference: JSL:14/0175/00	

(C) **LESSOR** SINGLETON COUNCIL ABN 52 877 492 693

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

(D) Encumbrances (if applicable):

(E) **LESSEE** Senior Citizens Centre Welfare Association Incorporated ABN 48 021 959 793

(F) **TENANCY:**

- (G)
1. **TERM:** 5 YEARS
  2. **COMMENCING DATE:** 23/01/2015
  3. **TERMINATING DATE:** 22/01/2020
  4. With an **OPTION TO RENEW** for a period of N/A
  5. With an **OPTION TO PURCHASE** set out in clause N/A of
  6. Together with and reserving the **RIGHTS** set out in clause N/A of
  7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** "A" hereto.
  8. Incorporates the provisions set out in N/A No.
  9. The **RENT** is set out in clause No 2 of Annexure A

*[Handwritten signatures]*  
 ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 22 D.A. Martin







## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1. In this Agreement unless the contrary intention appears:

**Accounting Period** means either the calendar or financial year on which basis the Lessor's accounts are kept.

**Associate** has the meaning given to that term in the Corporations Law.

**Building** means the building known as the Senior Citizens Centre located on the Land and any other building and/or structures owned or controlled by the Lessor in connection with the Building existing now or which may be erected after the Commencing Date.

**GST** has the meaning given to it in A New Tax System (Goods and Services Tax) Act 1999 (C'wealth).

**Increases in Lessor's Outgoings** means the increases in the aggregate of the Lessor's Outgoings in an Accounting Period from that of the previous Accounting Period.

**Item** refers to the item in the Reference Schedule being the item number identified in the relevant clause.

**Land** means the whole of the land in the Certificate(s) of Title referred to on the cover page of this Lease.

**Lessee** includes the Lessee referred to on the cover page of this Lease and its approved assigns and where appropriate its employees, agents, contractors and invitees.

**Lessee's Property** means all the Lessee's fixtures, goods, plant and equipment brought on to the Premises.

**Lessor** includes the Lessor referred to on the cover page of this Lease and its assigns and where appropriate its employees and agents.

**Lessor's Outgoings** means the statutory outgoings, costs and expenses assessed, charged, imposed, levied, paid or payable by the Lessor in relation to the Building or the Premises and specified to include any council rates and charges, water and sewerage rates and charges as well as garbage services to the Premises.

**Maintenance Schedule** means the maintenance schedule of this Lease setting out the parties' additional maintenance obligations.

**Policy** means Council's "Lease of Council land and Building to Not For Profit Organisations" policy, being document No. 25041.1 as amended from time to time and includes any document replacing the same.

**Premises** means the Property Leased referred to on the cover page of this Lease and the Lessor's fixtures, goods, plant and equipment in, on or affixed to the Property Leased.



**Redecorate** includes repainting, revarnishing, repapering and recarpeting to the reasonable satisfaction of the Lessor, all parts of the Premises which were painted, varnished, papered or carpeted at the Commencing Date.

**Reference Schedule** means the Reference Schedule of this Lease.

**Term** means the Term referred to on the cover page of this Lease and any holding over period under this Lease.

- 1.2. The implied covenants and powers otherwise implied by virtue of Section 84 and 85 of the Conveyancing Act 1919 are expressly negated.
- 1.3. In this Lease;
  - (a) words denoting the singular include plural and vice versa, and
  - (b) headings are for convenience only and do not affect interpretation.
- 1.4. If, under the provisions of this Lease or under any notice or demand served pursuant to the provisions of this Lease anything is required to be done on a day which is not a business day, then the day for compliance is deemed to be the business day immediately following that day.
- 1.5. If either under the common law or by force of legislation, any provision of this Lease is or becomes legally ineffective then that provision is to be severed from the Lease which is otherwise to remain effective.
- 1.6. The provisions of this Lease are governed by and to be construed in accordance with, the laws of the State of New South Wales.
- 1.7. This Lease contains the whole of the agreement between the Lessor and the Lessee relating to the Premises and the lease of the Premises by the Lessor to the Lessee except to the extent of any inconsistency with the Policy.

## 2. RENT

- 2.1. The Lessee must pay to the Lessor, without deduction or set-off, the Annual Rent specified in **Item 1 (Rent)** (as adjusted) annually in advance in cleared funds as directed by the Lessor in writing.
- 2.2. The Rent in the first year of the Lease is payable on the execution of this Lease and is payable thereafter annually within 14 days of written notification by the Lessor to the Lessee of the amount of the Rent payable calculated pursuant to clause 3 below.

## 3. RENT REVIEW - CPI

- 3.1. The Rent will be reviewed on each Review Date specified in **Item 2**, to an amount represented by A in the following formula:

$$A = B \times C$$





D

Where:

- B = the Rent payable immediately before the Review Date;
- C = the Consumer Price Index ("the Index") (Sydney – All Groups) Number ("the CPI Number") as issued by the Australian Bureau of Statistics ("ABS") for the last quarter before the Review Date; and
- D = the CPI Number for the same quarter ending twelve (12) months before the Review Date.

If the Index is discontinued then, for the purposes of this clause, the CPI Number is to be the CPI Number of the price index which replaces the Index or, if there is no substitute then of any price index kept by the ABS which the Lessor may select at its absolute discretion ("the New Index") to which the Lessor may make the appropriate arithmetical adjustment for differences between the Index and the New Index, if required.

- 3.2. The Rent determined in accordance with this clause must not be lower than the Rent payable immediately prior to the Review Date.

#### 4. PAYMENT OF OUTGOINGS

- 4.1. The Lessee is to pay for separately metered services to the Premises including but not limited to telephone, gas and electricity.
- 4.2. The Lessee must pay to the Lessor the percentage specified in **Item 3** of the Lessor's Outgoings, in respect of the Premises in the same manner as Rent is paid under **clause 2**.
- 4.3. The Lessor must make available to the Lessee a written expenditure statement of the actual Lessor's Outgoings, or the actual Increases in Lessor's Outgoings, for each six (6) month period of each Accounting Period, within one (1) month of the end of the relevant period.
- 4.4. The Lessor must give the Lessee a written report of the actual Lessor's Outgoings, or Increases in Lessor's Outgoings, for each Accounting Period ("the Report") within three (3) months of the end of the relevant period and if the Report relates to water, sewerage and drainage charges and local council rates and charges, then the Lessor must provide copies of all relevant documentation to support the imposition of the Lessor's Outgoings if requested by the Lessee.
- 4.5. If the Lessor's estimate of Lessor's Outgoings or Increases in Lessor's Outgoings is different to the actual Lessor's Outgoings or Increases in Lessor's Outgoings, paid during an Accounting Period then the parties must make an appropriate adjustment within one (1) month of the date when the Lessor provides to the Lessee a statement itemising the actual Lessor's Outgoings or Increases in Lessor's Outgoings.



- 
- (g) provide and maintain to the satisfaction of the Lessor or any relevant authority all improvements and all entrances and exits, roads, parking for vehicles, water, light and drainage connections, fencing, street and vehicle park lighting, railway facilities and other services and facilities as may be reasonably necessary for the performance by the Lessee of its obligations under this Lease or for the purposes for which the Lessee has entered into this lease.
- 6.3. The Lessee must not do anything in relation to the Premises which in the reasonable opinion of the Lessor is:
- (a) annoying, offensive or dangerous to other occupiers of the Building, the Land or to the owners or occupiers of land or buildings in the vicinity of the Premises;
  - (b) illegal; and/or
  - (c) liable to void any insurance in respect of the Premises or the Building or increase any insurance premium.
- 6.4. The Lessee must not:
- (a) use the toilet, sinks and drainage for any purpose other than that for which they were constructed;
  - (b) hold any auction, bankrupt, liquidation or fire sale on the Premises;
  - (c) overload the floors, walls or any service to the Premises;
  - (d) without the consent of the Lessor (which consent will not be withheld unreasonably):
    - (i) alter or carry out works to the Premises;
    - (ii) erect signs, notices, advertisements within or upon the Premises;
    - (iii) play music or operate loud speakers; and
    - (iv) gain access to the Premises or any part of it except by those entrances and exits provided by the Lessor.

## 7. LESSOR'S COVENANT AND RESERVATIONS

- 7.1. So long as the Lessee is not in breach of this Lease and subject to the rights of entry reserved under this Lease, the Lessee may occupy the Premises for the Term without interruption or disturbance by the Lessor.
- 7.2. The Lessor reserves the right to:
- (a) use the roof and/or external walls of the Building, including for the purposes of erecting and displaying advertisements and other signs;



- (b) pass services through, over, under or around the Premises and to access the Premises for the purpose of installing, maintaining, repairing and/or replacing those services;
- (c) deal with the Land including, but not limited to, the granting of easements or covenants;
- (d) convert the title of the Land to Strata Title or to subdivide the Land by way of a stratum subdivision;
- (e) carry out any building work to the Building or on the Land;

and the Lessee must do all that is reasonably necessary to enable the Lessor to exercise the rights reserved in this sub-clause including, but not limited to, the signing of consents.

- 7.3. In exercising any of its rights pursuant to clause 7.2 the Lessor must first consult with the Lessee as to the manner in which that right is or those rights are to be exercised, and in exercising any such rights must take reasonable endeavours to minimise any disruption which may be caused by the exercise of that right or those rights to the Lessee's business operation.

## 8. REPAIRS

### 8.1. The Lessor must:

- (a) use all reasonable endeavours to maintain essential services, if any, supplied to the Premises by the Lessor but will not be liable to the Lessee for any failure in essential services whatsoever, unless caused by the negligence, wilful act or omission of the Lessor; and
- (b) subject to clauses 8.2 and 8.3, maintain in a structurally sound condition the Premises and the Building.

### 8.2. The Lessee must:

- (a) keep the Premises in a good state of repair (fair wear and tear excepted) having regard to its condition as at the Commencing Date and comply with any notice served on the Lessee by the Lessor requiring the Lessee to carry out any repairs being the responsibility of the Lessee within, fourteen (14) days of the date of service;
- (b) maintain and repair all locks, doors, hinges, windows and window frames;
- (c) keep all drains and pipes unblocked;
- (d) keep clean all eaves of the Building;
- (e) replace blocked drains and pipes, missing or damaged wall and floor tiles, spent light globes, broken power points and faulty hot water systems, toilet pans, taps and door furniture;



- (f) replace any part of the Premises that wears out or breaks down and cannot be repaired other than the items that the Lessor must replace as specified in the Maintenance Schedule;
  - (g) maintain all external surfaces of the Premises, including painting, maintaining pathways, fences, car parks and any brickwork;
  - (h) maintain all building services including water supply, gas, sewerage and electrical);
  - (i) maintain the external grounds to the Premises including all landscape features and external furniture (if any);
  - (j) maintain any specialist ground surfaces and equipment such as playground equipment and synthetic surfaces;
  - (k) maintain the timber flooring within the Premises in a good condition; and
  - (l) Redecorate the Premises on the dates specified in Item 6.
- 8.3. Notwithstanding the provisions of clause 8.1(b), the Lessee must:
- (a) perform any structural work required to the Premises arising from the Use of the Premises (and following damage caused by a negligent or wilful act or omission of the Lessee) at the Lessee's cost but only in accordance with the written directions of the Lessor, and must not otherwise perform any structural works.
  - (b) When applying for the Lessors consent to structural alterations the Lessee must submit drawings and specifications prepared by a qualified consultant approved by the Lessor. The Lessor can require:
    - (i) the alterations to be promptly carried out only by contractors and tradespeople approved by the Lessor using materials of the type, colour and size as the Lessor reasonably requires; and
    - (ii) the Lessee to submit to the Lessor, within 14 days after completion of the alterations, works as executed plans of the alterations prepared by the approved consultant.
  - (c) The Lessee must pay all costs of the alterations including consultants' fees.
- 8.4. For the avoidance of doubt any structural works undertaken by the Lessee at the cost of the Lessee pursuant to clause 8.3, will constitute a capital improvement of the Premises and ownership of the same will vest in the Lessor subject to the Lessee assuming responsibility for the maintenance and repair of the same during the Term.
- 8.5. The parties' maintenance obligations are further described in the Maintenance Schedule and each party undertakes to meets its maintenance obligations as described in the Maintenance Schedule.



**9. AIRCONDITIONING**

9.1. If the airconditioning (if any) of the Premises is:

- (a) by a ducted system which services all or part of the Building ("the Airconditioning System"), then the Lessor will be responsible for the maintenance of the Airconditioning System for the purposes of clause 8.1(a):  
or
- (b) by a mobile or fixed unit which services the Premises only ("the Airconditioning Unit"), then the Lessee will be responsible for the maintenance of the Airconditioning Unit for the purposes of sub-clause 8.2(a).

**10. RIGHT OF ENTRY**

10.1. The Lessor may enter the Premises:

- (a) at all reasonable times, on first providing reasonable notice:
  - (i) to perform any obligation of the Lessor under this Lease;
  - (ii) to inspect the Premises; and
  - (iii) to show the Premises to prospective purchasers and/or lessees and in this regard to erect "For Sale" signs at any time and "To Let" signs no earlier than six (6) months before the "Terminating Date".
- (b) at any time:
  - (i) in the case of an emergency; or
  - (ii) to rectify any default by the Lessee including, but not limited to, any failure by the Lessee to comply with a notice served under clause 8.2(a), the cost of which rectification will become immediately payable by the Lessee to the Lessor.

**11. DEALINGS WITH THE INTEREST OF PARTIES UNDER THIS LEASE**

11.1. The Lessor may assign or transfer its interest under this Lease to any third party, at any time, at which time the Lessor will be released from any obligation to the Lessee under this Lease.

11.2. The Lessee must not sub-let, grant a license or concession in respect of, or part with possession of any part of the Premises, or transfer, assign, mortgage, charge or otherwise encumber the Lessee's interest under this Lease without the written consent of the Lessor which consent may be withheld at the Lessor's absolute discretion acting reasonably and otherwise in accordance with the Policy.





11.3. For the purposes of this clause, the Lessee, if a company, is deemed to have transferred or assigned its interest where there has been an effective change in the ownership and/or control of the Lessee.

## 12. INSURANCE

12.1. The Lessee must effect and maintain the following insurances in respect of the Premises:

- (a) Public and products liability insurance in an amount for each accident or incident, not less than the sum specified in **Item 7**, or such other sum as the Lessor may specify by notice in writing to the Lessee;
- (b) damage or destruction from any cause to or of the Lessor's improvements and contents for their full insurable value (as reasonably determined from time to time by the Lessor) but not including the Building);
- (c) plate glass;
- (d) workers compensation covering all workers with a common law extension or endorsement in an amount approved by the Lessor;
- (e) loss of the Lessee's goods, fixtures and fittings as a result of burglary for the full insurable value of those items (**Contents Insurance**); and
- (f) any other insurance reasonably required by the Lessor.

12.2. The Lessor can from time to time specify a reasonable value for the purpose of clause 12.1(b) by notice given to the Lessee.

12.3. The Lessee must produce to the Lessor evidence of the currency of the insurances effected in accordance with clause 12.1, annually or on demand.

12.4. The insurance policies effected pursuant to this clause must note the interest of the Lessor in the insurance so effected or be in the joint names of the Lessor and the Lessee.

12.5. The policy referred to in clause 12.1(a) must cover the Lessor and the Lessee and their employees, agents and invitees.

12.6. The Lessee must not terminate a policy in clause 12.1 without giving the Lessor at least 14 days' prior notice

12.7. The Lessee must allow the Lessor, by payment of the premium, to maintain the policy if the Lessee fails to do so.

12.8. If the Lessor pays any insurance premium which the Lessee has failed to pay, the Lessor can recover the amount of the premium from the Lessee as a debt in any court of competent jurisdiction.

12.9. The Lessee may seek to insure the Building and if it does so the Lessor may provide an offset for the cost of insurance against the Rent.



**13. DEFAULT**

13.1. The Lessor may terminate this Lease and/or take or demand possession of the Premises if

- (a) the Lessee repudiates the Lease;
- (b) the Lessee breaches an Essential Term of this Lease as defined under sub-clause 13.2;
- (c) the Lessee fails to comply with a term of this Lease which is not an Essential Term, where the failure to comply:
  - (i) can be remedied but is not remedied within a reasonable time of receipt of a written request from the Lessor;
  - (ii) cannot be remedied but can be compensated for and the Lessee fails to pay compensation within a reasonable time of a request for compensation; or
  - (iii) cannot be remedied or compensated for; or
- (d) a receiver, receiver and manager, administrator, provisional liquidator or liquidator is appointed in respect of the Lessee or any of its property.

13.2. "Essential Term" includes:

- (a) Clause 2 – the payment of Rent within fourteen (14) days (even if late payment is accepted);
- (b) Clause 4 – the payment of Outgoings;
- (c) Clause 6 – the Use of the Premises;
- (d) Clause 8 – the Lessee's obligation to effect repairs to the Premises;
- (e) Clause 11 – the provisions relating to dealings with the Lessee's interest under this Lease; and
- (f) Clause 12 – the Lessee's obligations to effect and maintain policies of insurance.

13.3. In the case of a breach by the Lessee of an Essential Term then, in addition to the rights of the Lessor under clause 13.1, the Lessor can recover damages for any loss suffered in respect of the Term, subject to any obligation on the Lessor to mitigate such loss.

13.4. If the Lessee is in default under this Lease including the breach of an Essential Term, then any demand of or acceptance from the Lessee by the Lessor of any late payment of Rent, percentage of Lessor's Outgoings or Increases in Lessor's Outgoings or any other money due by the Lessee to the Lessor under this Lease does not:



- (a) constitute a waiver of the Lessee's obligations to make these or any future payments; or
- (b) prevent the Lessor from exercising its rights under this Lease, including of enforcement and termination.

#### 14. INDEMNITY

14.1. The Lessee indemnifies the Lessor in respect of:

- (a) any liability or loss arising out of and any costs incurred at any time whatsoever as a result (directly or indirectly) of a breach of any term or condition of this Lease by the Lessee; and
- (b) any claim, demand or liability for any loss or damage to anything or any injury to or death of any person occurring on or near the Premises, unless caused by the negligence or a wilful act or omission of the Lessor

14.2. The Lessee occupies, uses and keeps the Premises at the risk of the Lessee and releases, to the extent permitted by Law the Lessor, the Lessor's employees and agents from any liability or obligation to the Lessee (or any person claiming through the Lessee) in respect of any accident, damage, loss (including financial loss), death, injury, costs or expenses occurring in, or outside, the Premises arising by reason of the grant of this Lease, or out of or in connection with the possession or use of the Premises by the Lessee unless caused by the negligence or wilful act or omission of the Lessor.

14.3. The Lessor is not liable for any injury or damage arising from the overflow or leaking of water supply or rainwater into the property or arising from any defects in the gas, electricity, telephone, water or sewerage connections or any fittings or appliance used in conjunction with those connections.

14.4. The provisions of this clause will continue to apply notwithstanding the expiry or earlier termination of this Lease.

#### 15. DAMAGE

15.1. If the Premises are damaged the Lessee is not liable to pay to the Lessor Rent or other money otherwise payable under this Lease (or a proportion of Rent or other money otherwise payable under this Lease) attributable to any period in which the Premises cannot be used or are inaccessible due to that damage, unless that damage was caused by the negligence or a wilful act or omission of the Lessee.

15.2. If the Lessor notifies the Lessee in writing that it does not intend to repair the damage to the Premises, either party may terminate this Lease by seven (7) days' notice in writing.

15.3. If the Lessor fails to repair the Premises within a reasonable time of the Lessee requesting it to do so in writing, the Lessee may terminate this Lease by seven (7) days' notice in writing.



- 15.4. The provisions of sub-clause 15.1 do not prevent the Lessor from recovering any loss or damages from the Lessee in respect of any damage to which this clause applies.

**16. RIGHTS ON EXPIRY OR TERMINATION**

- 16.1. If, with the consent of the Lessor, the Lessee remains on the Premises after the Termination Date, the Lessee will do so on a monthly tenancy on the same terms and conditions of this Lease (Monthly Tenancy) which may be terminated by either party by one (1) months' notice in writing.
- 16.2. Under the Monthly Tenancy the Lessee must pay the same Rent and percentage of Lessor's Outgoings or percentage of Increases in Lessor's Outgoings in the same manner as was payable immediately prior to the expiration or termination of this Lease.
- 16.3. If on expiry or termination of this Lease the Lessee does not become a tenant under clause 16, then the Lessee must vacate the Premises and remove the Lessee's Property from the Premises.
- 16.4. If the Lessee fails to remove the Lessee's Property in accordance with the requirements of this clause, it becomes the property of the Lessor who may keep it or dispose of it and recover from the Lessee the cost of such removal or disposal.

**17. RULES AND REGULATIONS**

- 17.1. The Lessor may from time to time promulgate rules and regulations not inconsistent with or in derogation of the rights of the Lessee hereunder relating to:
- (a) the use safety care and cleanliness of the Premises or the Land;
  - (b) the preservation of good order therein;
  - (c) the comfort of persons lawfully using the same;
  - (d) the location and storage of garbage and refuse pending its removal;
  - (e) the policing and regulating of traffic and the parking of motor vehicles on the Premises or the Land;
  - (f) the external appearance of the Premises and the Land.

Any such rules and regulations not inconsistent with or in derogation of the rights of the Lessee may from time to time be repealed amended or added to at the discretion of the Lessor and upon notice in writing thereof under the hand of the Lessor or its authorised agent being given to the Lessee shall be and become as binding upon the Lessee as if the same were expressly set forth herein as covenants on the part of the Lessee.



**18. POWER OF ATTORNEY**

- 18.1. The Lessee appoints the Lessor as the Lessee's attorney.
- 18.2. This power of attorney is:
- (a) irrevocable by the Lessee;
  - (b) granted by the Lessee for valuable consideration to secure performance of the Lessee's Obligations under this Lease and the Lessor's proprietary interest as Lessor; and
  - (c) exercisable by the Lessor when the Lessee is in default under this Lease.
- 18.3. This Power of Attorney is limited to permit the Lessor to take any action to protect the Lessor's interest under this Lease and in the Building, the Premises and the Land and to comply with any obligations of the Lessee under this Lease.

**19. NOTICE**

- 19.1. A notice given by one party to another must be in writing and is properly given if it is:
- (a) left at the other parties address;
  - (b) sent by pre-paid mail to that other party's address; or
  - (c) transmitted by facsimile to that other party'
- 19.2. A notice given to a party in accordance with this clause is treated as having been received by a party:
- (a) when delivered (if left at that party's address);
  - (b) on the second business day after posting (if sent by pre-paid mail); or
  - (c) on confirmation of correct transmission, if transmitted, by facsimile.
- 19.3. Each party's address and facsimile number is the address and facsimile number of that party specified in **Item 8** or such address and facsimile number notified by that party to the other party from time to time.

**20. DISPUTE RESOLUTION**

- 20.1. All disputes or differences arising out of this Lease will be resolved in accordance with this clause 20, unless:
- (a) a party is seeking urgent interlocutory relief or a remedy where a delay in commencing proceedings in Court could prejudice the party's entitlement to seek that remedy;





- (b) an incident has arisen that requires urgent resolution which mediation might not resolve; or
- (c) the process in the remainder of this clause 20 has been exhausted.

**20.2. Notice of Dispute**

Either party may at any time, notify the other party in writing that there is a dispute or difference concerning any matter in this Lease. That Notice must:

- (a) identify the subject matter of the dispute;
- (b) identify the relevant provisions of this Lease;
- (c) annex copies of any correspondence, or background material and information relevant to that dispute; and
- (d) contain any particulars of quantification of the dispute.

**20.3. Parties to Confer**

The parties must, within twenty-one (21) days of the service of the Notice, meet in an attempt to discuss, and to reach a mutually acceptable decision, on the matter of the dispute.

**20.4. Referral to Mediation**

If:

- (a) the matter in dispute is not settled within ten (10) business days of the meeting referred to in the preceding paragraph, or such later date as the parties may agree; or
- (b) either party refuses to attend a meeting in accordance with clause 20.3; then
- (c) the difference or dispute must be the subject of a mediation administered by the Australian Commercial Dispute Centre (ACDC) conducted and held in accordance with the mediation rules of the ACDC in force at the time of the appointment of a mediator.

**20.5. The mediator will be appointed:**

- (a) by the parties, from a panel suggested by the ACDC within twenty-eight (28) days of the referral of the difference or dispute for mediation; or
- (b) if a mediator is not appointed by agreement within that period, by the Secretary-General of the ACDC at the request of either party.

**20.6. The costs of and associated with formal mediation before a mediator under this clause are to be paid by the parties to the mediation in such proportions as they may agree among themselves or, failing agreement, in equal shares.**





**21. ACKNOWLEDGEMENT OF COUNCIL CONTRIBUTION**

- 21.1. The Lessee agrees to acknowledge any contribution of the Lessor to the Lessee including without limitation any contribution by way of subsidy of Rent in the Lessee's annual report, other publications and as part of any advertising and community event.

**22. REPORTING**

- 22.1. The Lessee agrees to report annually to the Lessor on key performance indicators relating to the Use of the Premises and the Lessee's activities in such format and detail as reasonably requested by the Lessor.
- 22.2. The Lessee agrees to allow the Lessor to undertake an annual inspection of the Premises on reasonable notice.

**23. GENERAL**

**23.1 Entire Agreement**

This Lease is the entire agreement between the parties on the subject matter. All representations, communications and prior agreements with respect of the subject matter are merged in, and superseded by, this Lease.

**23.2 Survival Indemnities**

Each indemnity in this Lease is a continuing obligation, which is independent from the other obligations of the indemnifying party, and which survives termination of this Lease.

**23.3 No Waiver**

No failure or delay by another party in exercising any right, power or remedy under this Lease will operate as a waiver of any breach of default by the other party. A single, or partial, exercise of any right, power or remedy does not prevent any further, or other, exercise of any right power or remedy.

**23.4 Agent**

The Lessor may by notice in writing appoint any person to act as its agent in relation to all or any of the rights and functions of the Lessor under this Lease.

**24. GST**

If GST or similar value added tax is imposed on any supply under or in accordance with this Lease, the amount payable for that supply is increased by the amount of that GST. The party seeking payment must provide a GST tax invoice (or any other



thing required under any legislation) in the form required, and in the time provided for, by the relevant legislation.





**REFERENCE SCHEDULE**

<b>ITEM 1</b>	<b>ANNUAL RENT (Clause 2)</b> Nominal Rent Category being an amount of \$458.00 plus GST
<b>ITEM 2</b>	<b>REVIEW DATE(S) – CPI (Sub-Clause 3.1(a))</b> Annually- on anniversary of commencement date
<b>ITEM 3</b>	<b>PERCENTAGE OF LESSOR'S OUTGOINGS (Clause 4)</b> 50%
<b>ITEM 4</b>	<b>Hours of Use (Sub-Clause 1.1(a))</b> Specified as normal business hours And otherwise as determined in accordance with clause 5.3.6 (i) of the Policy.
<b>ITEM 5</b>	<b>USE OF THE PREMISES (Clause 6)</b> For use as a Not For Profit Senior Citizens Centre including activities ordinarily associated with such a use including the administration and management of the same.
<b>ITEM 6</b>	<b>DATES FOR REDECORATION (Sub-Clause 8.2(c))</b> 3 months prior to the Terminating Date
<b>ITEM 7</b>	<b>PUBLIC LIABILITY INSURANCE (Clause 12)</b> \$10 million
<b>ITEM 8</b>	<b>ADDRESS FOR SERVICE OF NOTICES</b> <b>Lessor:</b> 12-14 Queen Street, Singleton, NSW 2330 <b>Lessee:</b> PO Box 564, SINGLETON NSW 2330

*Gary Shannon*  
*Michelle J. Goodwin* Attorney  
*J.A. Mart.*





**MAINTENANCE SCHEDULE**

Facility Component	SSCWA Responsibility	SC Responsibility
Building shell erected by Council		Full Maintenance
External surfaces, including painting, pathways, fences, car parks, brickwork	Maintain	Replace
Fixtures/Fittings (toilet pans, taps, door furniture, lights, hot water service)	Maintain as per Clause 8.2	Replace
Interior Surfaces (painting, carpet, tiling, windows, timber flooring)	Maintain	Replace
Building Services (water supply, gas, sewerage, electrical)	Maintain	Replace
Essential Services		Full Maintenance
Routine Services (gutter cleans, pest control)	Maintain/Repair	
Grounds (landscape features, external furniture)	Full maintenance	
Existing trees and gardens	Full maintenance	

*Gary Thomas*

*Notice of Goodwin attached*

*J.A. Martin*



**EXECUTION**

**For the Lessor**

The **COMMON SEAL** of Singleton Council was hereunto affixed on the **23<sup>rd</sup>** day of **January 2015** in pursuance of a resolution of the Council passed on the **13<sup>th</sup>** day of **October 2014** and affixed in the presence of:



*[Handwritten Signature]*  
Signature of GENERAL MANAGER

*J. A. Martin*  
Signature of MAYOR  
*John Alexander*  
**F. A. MARTIN**  
Name of Mayor

*Cathy Thomson*  
Name of General Manager  
*Acting*

**For the Lessee**

Signed by **Singleton Senior Citizens Centre Welfare Association Incorporated** in accordance with Section 22 of the Associations Incorporations Act 2009 (NSW) by its authorised signatories and in the presence of:

*William Oliver*

*[Handwritten Signature]*  
Signature of Authorised Signatory  
**WILLIAM OLIVER**  
Name of Authorised Signatory  
[BLOCK LETTERS]

*[Handwritten Signature]*  
Signature of Authorised Signatory  
**MILLAN HARROD**  
Name Director Authorised Signatory  
[BLOCK LETTERS]

SPECIAL MEETING HELD WITH SINGLETON COUNCIL ON TUESDAY 28<sup>TH</sup> OCTOBER 2014

DRAFT OF LEASE AGREEMENT.

Singleton Council members consisting of Anthony Egan, Larissa Bourke, Richard Upston and Cynthia Mulholland, met with the management committee today 28<sup>th</sup> October as requested, to discuss the following issues in the lease agreement.

1. Rent review
2. Payment of \$107 annual fee or 1 off.
3. Repairs responsibility.

Rent of the centre will be adjusted according to CPI. To commence at \$458 pa, when both parties sign the lease. The payment of \$107 is a 1 off payment for legal fees.

Minor maintenance will be the responsibility of the Centre and an individual costing will be done on each repair. All replacements are the responsibility of Singleton Council. The large central Air Conditioner will be the responsibility of the Council and the 3 sm Air Conditioners will be maintained by the Centre. Singleton Council will maintain and replace the Cool Room, as it is deemed part of the structure of the building.

The Centre will be fully responsible for Electricity, Gas and Water (which is shared with Ourcare at present). Singleton Council will pay 50% of rates and garbage and will pay the insurance on the building and has requested a copy of our Public Liability Insurance.

Council informed us that there is an ABN Register with Aust Govt Listings.

The Council has stated that it does not intend to change the name of the Centre and has no idea where the information came from, that the Argus printed in their newspaper.

The payment of the inspection fee of \$123 per month, which the Centre is now paying, was queried with the Council. They were quite unaware that we were being charged for an inspection after the cleaning was done each week. They will speak to Jan Sattler who has the contract for cleaning at the council.

The Singleton Council has agreed to meet the cost of the cleaning of the Centre on 28<sup>th</sup> October when it reopened.

Cynthia Mulholland requested time to speak with us re ideas for the Centre for next year to bring in more members. It was decided to leave this till the first committee meeting next year as there was very little time left to fit the meeting in this year.

Secretary - Janice G. Goodwin      Sharon Travers

Janice Goodwin  
J.G. Travers

## Appendix D Checklist from LEP Practice Note PN 16-001

## LEP Practice Note PN 16-001: Classification and reclassification of public land through an LEP

The Department's Practice Note PN 16-001 includes a checklist for proposals seeking to classify or reclassify public land through an LEP. The information required to be addressed in the checklist is contained in the below table.

Requirement	Comment
The current and proposed classification of the land	The subject land is currently classified as community land and is proposed to be reclassified to operational land under the provisions of the <i>Local Government Act 1993</i> .
Whether the land is a 'public reserve' (defined in the LG Act)	The subject parcel of land is not defined as 'public reserve' under the <i>Local Government Act 1993</i> .
The strategic and site specific merits of the reclassification and evidence to support this	Addressed throughout
Whether the planning proposal is the result of a strategic study or report	Addressed under Part 3 Justification Section A – Need for the Planning Proposal.
Whether the planning proposal is consistent with council's community plan or other local strategic plan	Addressed under Part 3 Section B – Relationship to Strategic Planning Framework.
A summary of council's interests in the land, including: - how and when the land was first acquired (e.g. was it dedicated, donated, provided as part of a subdivision for public open space or other purpose, or a developer contribution) - if council does not own the land, the land owner's consent; - the nature of any trusts, dedications etc;	Council purchased the land in 1968 and in subsequent years a carpark was developed. The land is currently owned by Council.
Whether an interest in land is proposed to be discharged, and if so, an explanation of the reasons why	The reclassification of land is to facilitate the sale of the site, and thus the interest of the land is changing.
The effect of the reclassification (including, the loss of public open space, the land ceases to be a public reserve or particular interests will be discharged	The effect of the reclassification will be that the land will be classified as operational, allowing for the sale of the site. The definition of 'interests' given in <i>LEP practice note PN 16-001</i> states that interests in land 'refers to the property ownership as well as rights and privileged affecting the land, such as leasehold, easements, covenants and mortgages.' As it is Council's intention to sell the land upon reclassification, the interests are changing.
Evidence of public reserve status or relevant interests, or lack thereof applying to the land (e.g. electronic title searches, notice in a Government Gazette, trust documents)	The land does not have public reserve status. The deposited plan is included in appendix B of this planning proposal as evidence of this.
Current use(s) of the land, and whether uses are authorised or unauthorised	The site is currently used as a 'community facility' by Ourcare Services Ltd and the Senior Citizen Centre. Ourcare Services Ltd is a not for profit organisation which provides a range of services to the Singleton community including community transport, meals on wheels, neighbour aid, home maintenance, home modification, domestic assistance and personal care. This is addressed further in the 'Introduction' section of this Planning Proposal.
Current or proposed lease or agreements applying to the land, together with their duration, terms and controls	Addressed throughout. A copy of the current lease is included in Appendix C.
Current or proposed business dealings (e.g. agreement for the sale or lease of the land, the basic details of any such agreement and if relevant, when council intends to realise its asset, either immediately after rezoning/reclassification or at a later time)	The current business dealings are addressed throughout. The current lease and arrangements are included in Appendix C. Details of the proposed sale are addressed under Part 3 Justification Section A – Need for the Planning Proposal.
Any rezoning associated with the reclassification (if yes, need to demonstrate consistency with an endorsed Plan of Management or strategy)	The planning proposal is not seeking to change the current land use zoning of the land, boundaries of the zone or development standards.
How council may or will benefit financially, and how these funds will be used;	Addressed under Part 3 Justification Section A. The offer to purchase is \$625,000 (ex GST), and council proposes that the funds be re-invested into other Council assets to improve their operating efficiencies for example solar power or reinvested into income generating assets.
How council will ensure funds remain available to fund proposed open space sites or improvements referred to in justifying the reclassification, if relevant to the proposal	This planning proposal does not commit funds to proposed open space or specific improvements.
A Land Reclassification (part lots) Map, in accordance with any standard technical requirements for spatial datasets and maps, if land to be reclassified does not apply to the whole lot	A Land Reclassification (part lots) Map is not applicable as the land to be reclassified applies to the whole lot.
Preliminary comments by a relevant government agency, including an agency that dedicated the land to council, if applicable	The land is owned by Council. No formal consultation with State and Commonwealth public authorities has been undertaken at this stage for this planning proposal. Consultation will be undertaken with state agencies in accordance with the Gateway Determination.

## Appendix E – Council Report 2018

**31. Reclassification of Council Property****FILE:** 13/0096**Author:** Anthony Egan

It is recommended that the Council resolve into Closed Council with the press and public excluded to allow consideration of this item, as provided for under Section 10A(2) (c) of the Local Government Act, 1993, on the grounds that the report contains information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.

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**Executive Summary**

The purpose of this report is to advise Council that an offer has been received from Ourcare Services Ltd for the purchase of 1-3 Bathurst Street, Singleton. This property known as Lot 1 DP 1151446 is currently leased to Ourcare Services Ltd and Senior Citizens Centre Welfare Association Incorporation. The property has been classified as Community Land under the *Local Government Act 1993*. Should Council wish to proceed with the sale of this property, Council will be required to reclassify the land as Operational Land.

**RECOMMENDED** that Council prepares a planning proposal to enable the reclassification of 1-3 Bathurst Street, Singleton known as Lot 1 DP 1151446 to Operational Land.

**Background**

An offer to purchase 1-3 Bathurst Street, Singleton has been received from Ourcare Services Ltd. The offer is shown as **Attachment 1**.

Ourcare Services Ltd is a not for profit organisation which provides a range of services to the Singleton community including community transport, meals on wheels, neighbour aid, home maintenance, home modification, domestic assistance and personal care. These services are provided from Ourcare Services premises located on Part Lot 1 DP 1151446, 1-3 Bathurst Street, which is leased from Singleton Council. Ourcare Services also privately lease the premises across the road at 5 William Street, Singleton from another company. Ourcare Services is predominantly funded by the NSW Government.

A five year lease was entered into for the building in 2007 and this lease expired on 30 June, 2012 with an Option to Renew. This 5 year Option to Renew was taken up and the lease was renewed for a further term of five years commencing on 1 July 2017 and terminating on 30 June 2022. Conditions of the lease are in accordance with the previous lease and Council's Policy Lease of Council Land and Buildings to Not for Profit Organisations.

At a meeting held with representatives from Ourcare Services in relation to extending the lease in 2017, it was also asked if Council would consider selling the site to Ourcare. It

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was agreed at this meeting that valuations will be obtained to enable further consideration of this request. An offer to purchase this site has now been received from Ourcare for consideration by Council.

The site in question also contains the Singleton Senior Citizen's Centre which is leased to the Senior Citizens Centre Welfare Association Incorporation until 22 January 2020. The land forms part of Reserve 30 known as Pole Park and is classified as Community Land in accordance with the *Local Government Act, 1993*.

As the land is classified as Community Land, Council would need to reclassify the land as Operational Land to enable for the land to be sold. This will require the preparation of a planning proposal which will include consultation with the Senior Citizens Centre Welfare Association Incorporation, Ourcare Services Limited and the community as required by the *Local Government Act, 1993* and the NSW Planning & Environment LEP Practice Note PN 16-001. Refer to **Attachment 2**.

## Community Strategic Plan

### Our Places

This report is relevant to the following strategy contained in the Community Strategic Plan:

- Provide safe and well-maintained facilities and infrastructure

Processing of planning proposals is a routine business matter for Council and is not considered to conflict with the outcomes identified in the Community Strategic Plan.

Sustainable management of assets is however, an outcome sought by the plan. The proceeds from the sale of the land if reclassification was to occur would provide funds to be re-invested into other Council assets to improve their operating efficiencies eg solar power or reinvested into income generating assets.

## Delivery Program/Operational Plan

This matter will have no impact on Council's Delivery Program or Operational Plan.

## Council Policy/Legislation

### Local Government Act 1993 (LG Act 1993)

Under Section 27(1) of Part 2 of the LG Act 1993, the reclassification of public land may be made by a local environmental plan. The planning proposal seeks to reclassify the land from "Community" to "Operational" through an amendment to the *Singleton Local Environmental Plan 2013* in accordance with of Part 2 of the LG Act 1993.

### Environmental Planning and Assessment Act 1979 (EP&A Act 1979)

The planning proposal has been prepared pursuant to Part 3, Division 4 of the EP&A Act 1979 for the purposes of seeking an amendment to the plan.

### Singleton Land Use Strategy (SLUS)

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The SLUS contains guidance and policy directions relating to the future settlement needs of the Singleton LGA. Reclassification of public land is a routine business matter for Council and as such is not referenced in the SLUS.

**Financial Implications**

The building is currently leased to Ourcare Services Ltd and the Senior Citizens Centre Welfare Association Incorporation. The current lease arrangement is worth \$35,342 (ex GST) per annum to Council, with annual operating expenditure of \$16,771 (ex GST). The offer to purchase is \$625,000 (ex GST).

As at 30 June 2018, the written down valuation of this asset (land and buildings) was \$1,681,558.27. An independent valuation by Preston Rowe Paterson dated 9 March 2017 was \$930,000 (ex GST). Refer to **Attachment 3**. The offer being made by the Ourcare Services Ltd is lower than the valuation as Ourcare have contributed financially in the past to the expansion of the facility building and fit out, totalling \$368,536 as per DA's 2007/551, 2008/529 and 2011/323.

If reclassification is to occur, it is estimated that \$15,000 would be required to prepare and lodge a planning proposal to enable for the reclassification of this land to be undertaken.

If reclassification was to occur, it is expected that proceeds from the sale would provide funds to be re-invested into other Council assets to improve their operating efficiencies eg solar power or reinvested into income generating assets.

This option would involve investing the proceeds into a commercial property with the net returns providing an income stream that will be used to supplement Council's operating income.

**Consultation/Social Implications**

If Council adopts the recommendation, arrangements will be made to commence the reclassification process by way of a planning proposal. If the proposal is supported by Council and the NSW Department of Planning and Environment's Gateway Determination, it will need to be exhibited in accordance with the requirements of the Gateway Determination. This would also involve consultation with the Senior Citizens Centre Welfare Association Incorporation.

Pursuant to section 29 of the *Local Government Act 1993*, Council must arrange for a public hearing to be held for the reclassification proposal. According to the LEP Practice Note, the public hearing must be held after the close of the exhibition period to ensure that Council and the Community have sufficient time to consider relevant matters associated with the proposed change.

The planning proposal is not expected to generate any significant adverse social implications.

**Environmental Consideration**

The proposal is not expected to generate any significant adverse environmental impacts.

**Risk Implications**

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Risk	Risk Ranking	Proposed Treatments	Residual Risk Ranking	Within Existing Resources?
Senior Citizens not supportive of the reclassification	Medium	Consultation with representatives of Ourcare and Senior Citizens to ensure the guarantee provision of the space for the use of facility by the Senior Citizens.	Low	Yes
Reclassification is not undertaken in accordance with the prescribed legislation and process	High	NSW Planning & Environment LEP practice note PN 16-001 is followed	Low	Yes
Reputation of Council may be impacted by not supporting Ourcare proposal.	Medium	Council adoption of the recommendation to reclassify the land to enable the proposed purchase to be considered.	Low	Yes
Reputation of Council may be impacted by Seniors Citizens not supporting the reclassification	Medium	Consultation with representatives of Ourcare and Senior Citizens to ensure the guarantee provision of the space for the use of facility by the Senior Citizens beyond the current lease.	Low	Yes

### Options

The following options are available to Council:

1. Resolve that Council prepares a planning proposal to enable the reclassification of 1-3 Bathurst Street, Singleton known as Lot 1 DP 1151446 to Operational Land.

*Corporate and Community Services Report (Items Requiring Decision) - CC31/18*

2. Resolve not to support the reclassification of 1-3 Bathurst Street, Singleton known as Lot 1 DP 1151446 to Operational Land and advise Ourcare Services Ltd that the property will not be available for purchase.

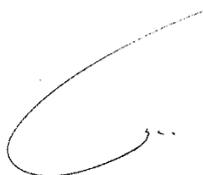
Option one is recommended.

### Conclusions

The site is presently leased by Singleton Council to Ourcare Services Ltd and the Senior Citizens Centre Welfare Association Incorporation. Ourcare Services Ltd have invested in the expansion and fit out of the building over the years of occupation and are mindful of the current arrangements in place with Senior Citizens Centre Welfare Association Incorporation.

The land is presently classified as "Community" land and as such, it would need to be reclassified to "Operational" land to enable Council to sell the land. Adoption of the recommendation will enable Council to proceed to reclassify the land to Operational land.

Once the reclassification process is completed Council will then be able to consider the offer from Ourcare Services Ltd for the purchase of 1-3 Bathurst Street, Singleton known as Lot 1 DP 1151446.



**Anthony Egan**

Director Corporate & Community Services Group

### Attachments

- AT-1** Offer to Purchase Community Services Building - 1 to 3 Bathurst Street Singleton - Ourcare Services
- AT-2** PN 16-001 - NSW Planning & Environment LEP Practice Note
- AT-3** Valuation Report - 1-3 Bathurst Street Singleton