

15 January 2019
Ref No: 2793-1018

General Manager
Bellingen Shire Council
Po Box 117
BELLINGEN NSW 2454

Attention: Daniel Bennett

Dear Sir

**Addendum to Development Application No. 2018/DA-0025 - Shop-top
Housing Development - Hyde Street, Bellingen**

I refer to Council's advice that the abovementioned Development Application (DA) will be readvertised. This letter is to outline the changes made to the application during the assessment by Council. As a result of information requests from Council and minor design requirements, the following changes have been made to the application since it was originally lodged:

- Installation of safety ladders to the roof to enable servicing of the solar panel system and other infrastructure (refer updated plans);
- Removal of the rooftop garden on the roof of the lift sharp due to access and maintenance constraints (refer updated plans);
- Increased sill height of windows in western elevation of Unit 12 to 1500 mm to address privacy concerns;
- Provision of increased waste storage capacity and the installation of a rubbish compactor (refer updated plans and attached revised Waste Management Plan);
- Amendment to Planning Agreement to further clarify the responsibilities of the developers and Council; and
- Updated indicative brick selection for the Hyde Street façade (refer updated plans).

The following information is attached to assist Council in assessing the DA:

- A revised Planning Agreement for the proposed development; and
- An updated Waste Management Plan.

Should you require any further information or clarification please contact the undersigned on 02 6651 7666.

Yours sincerely

GeoLINK



Simon Waterworth
Director/Town Planner

Attach: Updated Waste Management Plan and Planning Agreement

ABN 79 896 839 729
ACN 101 084 557

Return address:
PO Box 1446
COFFS HARBOUR
NSW 2450

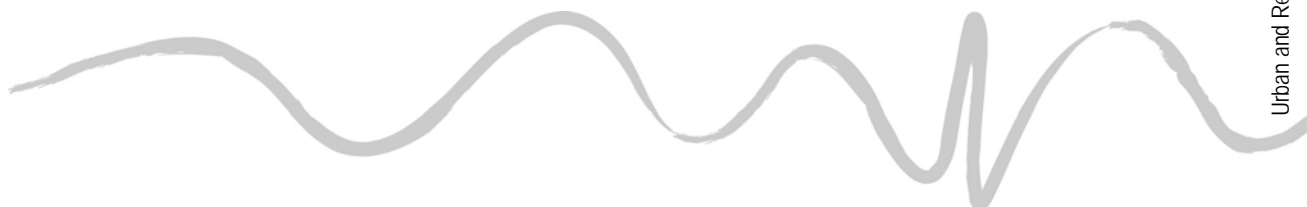
LENNOX HEAD
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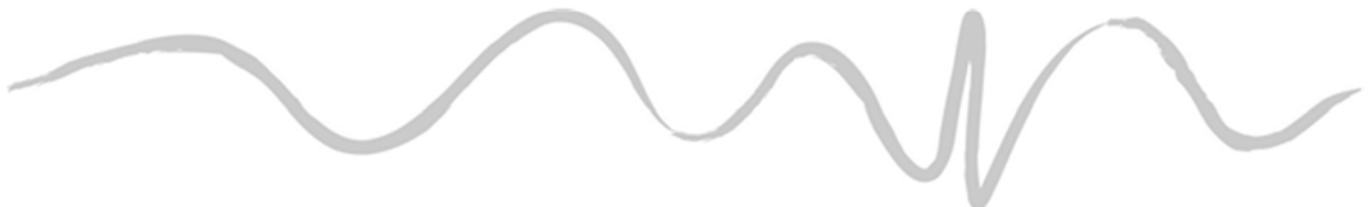


Site Waste Minimisation and Management Plan

Applicant Details	
Name	Shaul Rubinstein Unit Trust
Address	c/o GeoLINK 23 Gordon Street Coffs Harbour NSW 2450
Phone number	+ 61 2 6651 7666
E-mail	simonw@geolink.net.au
Project details	<p>The proposal involves the redevelopment of a prominent commercial site within the main street of Bellingen. This will include:</p> <ul style="list-style-type: none"> ▪ Demolition of an existing building; ▪ Remediation of contaminated land (including removal of petrol tanks); ▪ Construction and use of a new mixed use, three storey development which will include: <ul style="list-style-type: none"> - underground parking; - ground floor retail; and - shop top housing (15 apartments consisting of 1 to 3 bedrooms)
Address of development	84-90 Hyde Street, Bellingen
Existing buildings and other structures currently on the site	The existing building was a former service station and garage and is currently being used as a café and a garage (vehicle repair station). It contains a large single storey structure, extensive concrete pavements, an awning over the fuel bowisers in the north of the site and a gravel parking area in the east of the site. The petrol tanks are old and no longer in use and need to be removed.
Description of proposed development	The proposal involves the redevelopment of a prominent commercial site within the main street of Bellingen. The site currently contains a building that has traditionally been used for a service station which has been more recently adapted to a café and garage (repair station). The development will involve the construction of a three storey building including ground floor retail/ commercial space with two residential floors above. The development will also have a basement level car parking area that will require excavations of up to about 3m to achieve the required basement floor level.
<i>This development achieves the waste objectives set out in the DCP. The details of this form are the provisions and intentions for minimising the waste related to this project. All records demonstrating lawful disposal of waste will be retained and kept readily accessible for inspection by regulatory authorities such as Council, DECC or Work Cover NSW.</i>	
Name	Simon Waterworth
Signature	
Date	15/01/2019
Objectives Regarding Demolition and Construction <ul style="list-style-type: none"> • Optimise adaptive reuse opportunities of existing building / structures. • Maximise reuse and recycling of materials. • Minimise waste generation. • Ensure appropriate storage and collection of waste. 	



<ul style="list-style-type: none"> • Minimise environmental impacts associated with waste management. • Avoid illegal dumping. • Promote improved project management. 				
Most favourable			←	Least favourable
	Reuse	Recycling	Disposal	
Type of waste generated	Estimate volume (m3) or weight (t)	Estimate volume (m3) or weight (t)	Estimate volume (m3) or weight (t)	Specify method of on-site reuse, contractor and recycling outlet and / or waste depot to be used
Excavation material	5-10 m ³		4000 m ³	<p>Significant earth works will be required for the basement level carpark and to remove the underground petrol tanks that exist on the site. Estimates were based on the basement footprint x the height of the basement. Subject to the outcomes of the Remedial Action Plan prepared for the site, it is anticipated that non-contaminated 'clean fill' will be taken offsite and disposed of at a EPA licenced facility or subject to additional planning approval for private use (ie. landowner receiving fill).</p> <p>Where possible, good quality topsoil will be stripped back and retained for landscaping purposes however potential contamination is likely to require disposal.</p>
Timber (specify) Formwork	50 m ³	25 m ³	15 m ³	All formwork would be recycled by contractor for future jobs. Any



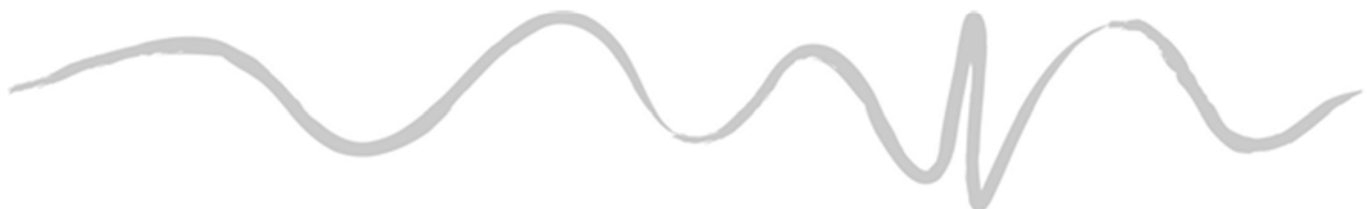
				offcuts would be disposed of at Raleigh Waste Facility as builders waste.
Concrete	20m ³	80m ³	20m ³	Excess concrete will be re-used or recycled where possible (e.g. for re-surfacing, paving or for road base).
Bricks / pavers	Nil			
Tiles	Nil			
Metal (specify offcuts)		15 m ³		All metal would be separated and be recycled at a licenced waste facility
Glass		15 m ³	15 m ³	All metal would be separated and be recycled or disposed of at a licenced waste facility
Furniture	Nil			
Fixtures and fittings	Nil			
Floor coverings	Nil			
Packaging (used pallets, pallet wrap)		5m ³		Excess packaging waste and materials will be sorted onsite and disposed of in accordance with BSC waste disposal protocols and OEH guidelines.
Garden organics			15 m ³	The minimal vegetative waste would be disposed of at a licenced waste facility
Containers (cans, plastic, glass)		30m ³		There will be steel cages/ skip bins provided during construction to cater for misc. waste generated by contractors. One cage/bin will be used for general construction waste



				and the other will be used for builders waste (brick / tiles and concrete waste). Waste will be collected and removed offsite on a weekly basis or as required (accessed from Halpins Lane). All waste removed offsite will be in accordance with BSC waste disposal protocols
Paper / cardboard		20m ²		
Residual waste	Nil			
Hazardous / special waste eg: asbestos (specify)	Nil			If required, any asbestos removal will be done by licensed contractors and disposed of at an appropriately licensed facility.
Other (specify)	Nil			

Ongoing Operation –The proposal requires the construction of 15 residential apartments along with retail shops. Service requirements have been referred to as per the development application schedule conditions. Disposal of waste will be through collection via the designated waste storage area on-site and location of the bin enclosure is also in accordance with the provisions of councils DCP 2017 – Site Waste Minimisation & Management. The communal use of bulk bins (1100 litre) are proposed and shown on the Updated Ground Floor Plan. Waste generation has been calculated on EPA Guidelines.

	Recyclables		Compostables	Residual waste*	Other
	Paper, cardboard	Metals, plastic, glass			
Amount generated (per unit per week)	20L	20L	10L	70L	
Amount generated (based on total commercial floor area – Shop per day)	300L	300L	200L	400L	
Any reduction due to compacting	200L				



equipment					
Frequency of collections (per week)	Fortnightly (yellow bin)	Weekly (green bin)	Fortnightly (red bin)		
Number & size of storage bins required	5 x 1100 litre bin	4 x 240 litre bin	5 x 1100 litre bin		
Floor area required for manoeuvrability (m2)	Waste bin collection will be via Halpins Lane which has adequate vertical and horizontal clearance, adequate access and egress and is within 50m from the waste storage area (refer to the updated Ground Floor Plan in amended plan set).				
Height required for manoeuvrability					
Construction Design					
<p>Outline how measures for waste avoidance have been incorporated into the design, material purchasing and construction techniques of the development.</p> <p>Eg:</p> <ul style="list-style-type: none"> • Estimate volumes of materials to be used and incorporate these volumes into a purchasing policy so that correct quantities are purchased. • Incorporate use of prefabricated components and recycled materials. • Identify potential reuse / recycling opportunities for excess construction materials. • Consider organising to return excess materials to supplier or manufacture. • Arrange for delivery of materials 'as needed' to prevent degradation of materials through weathering and moisture damage. 					
Measures					
<p>The proposal will employ the following waste minimisation measures during the demolition and construction phase:</p> <ul style="list-style-type: none"> • Resource management hierarchy principles are to be followed during the construction phase which include: <ul style="list-style-type: none"> - Avoid unnecessary resource consumption as a priority - Avoidance is followed by resource recovery (including reuse of materials, reprocessing, recycling and energy recovery) - Disposal is undertaken as a last resort. • Waste is not to be burnt on site. • Working areas are to be maintained, kept free of rubbish and cleaned up at the end of each working day. • Non-recyclable wastes would be collected and disposed of in accordance with BSC waste disposal protocols and EPA/OEH guidelines <p>Any contaminated waste generated or encountered would be disposed of in accordance with the EPA/OEH approved methods of waste disposal (and per RAP).</p> <p>Written evidence of records demonstrating lawful disposal of waste shall be retained and kept readily accessible for possible inspection by relevant regulatory authorities. Volumes of lawful waste disposal shall generally reconcile with relevant estimated volumes of waste documented in this SWMMP.</p>					
Plans and drawings required with applications; Construction					Tick where provided
There will be steel cages/ skip bins provided during construction. One cage/bin will be used for general construction waste and the other will be used for builders waste (brick / tiles and concrete waste). Waste will be collected and removed					

offsite on a weekly basis or as required (accessed from Halpins Lane). All waste building materials shall be recycled or disposed of to an approved disposal depot; no burning of materials will be conducted on site as per the condition of consent.	
Size and location(s) of waste storage area(s)	n/a
Access for waste collection vehicles	n/a
Types and numbers of storage bins likely to be required	n/a
Signage required to facilitate correct use of storage facilities	n/a
Plans and drawings required with applications; Ongoing Operation - refer to Ground Floor Plan in SEE	Tick where provided
Space	
Size and location(s) of waste storage area(s)	✓
Recycling bins placed next to residual waste bins	✓
Space provided for access to and for the manoeuvring of bins / equipment	✓
Any additional facilities	✓
Access	
Access route(s) to deposit waste in storage room	✓
Access route(s) to collect waste from storage room / area	✓
Bin carting grade	✓
Location of final collection point	✓
Clearance, geometric design and strength of internal access driveways and roads	✓
Direction of traffic flow for internal access driveways and roads	✓
Amenity	
Aesthetic design of waste storage areas	n/a
Signage – type and location	n/a
The allocated waste storage area is internally self-contained on the ground floor of the building complex and is suitably screened. No direct visual, noise or odour impacts will occur on occupants or adjoining residents. Access for staff and residents is via a lift shaft or stairwell to access the waste storage area. Waste bin collection will be via Halpins Lane which has adequate vertical and horizontal clearance, adequate access and egress and is within 50m from the waste storage area.	



BELLINGEN SHIRE COUNCIL (COUNCIL)

**SHAUL RUBINSTEIN PTY LIMITED ACN 607 103 631 AS TRUSTEE FOR SHAUL-RUBINSTEIN
UNIT TRUST ABN 87 794 183 233 (APPLICANT)**

DRAFT

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THIS DEED is made the day of

1. PARTIES

- 1.1 Bellingen Shire Council (**Council**)
- 1.2 Shaul Rubinstein Pty Limited ACN 607 103 631 as trustee for Shaul-Rubinstein Unit Trust ABN 87 794 183 233 (**Applicant**).

2. BACKGROUND

- 2.1 The Applicant is the owner of the Land.
- 2.2 On [insert date] Council granted consent to Development Application No. [insert details] for "[insert details]".
- 2.3 Condition [insert details] of the Development Consent requires the payment towards the Developer Contributions.
- 2.4 The Applicant has offered to enter into a voluntary planning agreement on the terms of this Agreement to offset the Car Parking Contribution.
- 2.5 The Council accepts the Offer.

3. DEFINED TERMS

In this document the following definitions apply:

- 3.1 **Act** means the *Environmental Planning and Assessment Act 1979* (NSW).
- 3.2 **Agreement** means this Agreement and includes any schedules, annexures and appendices to this Agreement.
- 3.3 **Construction Certificate** has the same meaning as in the Act.
- 3.4 **Development Consent** means development consent granted in relation to the Development [DA insert details].
- 3.5 **Developer Contributions** means contributions under the Bellingen Shire Council Local Roads and Traffic Infrastructure Section 94 Developer Contributions 2015.
- 3.6 **GST** has the same meaning as in the GST Law.
- 3.7 **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
- 3.8 **Land** means Lots 1 and 2 DP 900116, known as 84 – 90 Hyde Street Bellingen.
- 3.9 **Public Purpose** means any purpose that benefits the public or a section of the public, including but not limited to a purpose specified in subsection 7.4(2) of the Act.

3.10 **Public Works** means the works listed in Schedule 1.

3.11 **Regulation** means the *Environmental Planning and Assessment Regulation 2000*.

3.12 The terms in bold in "Background" have their respective meanings.

4. **OFFER**

This document, executed only by the Applicant, is to be read and construed as containing the Applicant's irrevocable offer to enter into this Agreement to make Public Works Contribution, on the terms set out in this Agreement, once a Development Consent has been granted.

5. **OPERATIVE PROVISIONS**

5.1 The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

5.2 This Agreement takes effect on the date of execution by both parties.

5.3 This Agreement applies to the Land and to the Development.

6. **APPLICANT'S OBLIGATIONS**

6.1 Prior to the Council issuing an Occupation Certificate in respect of the development the subject of the Development Consent, the Applicant must carry out the Public Works in Schedule 1.

7. **COUNCIL'S OBLIGATIONS**

Subject to this Agreement, the Council will:

7.1 Fund 67% of the cost of the value of the reconstruction of Halpin's Lane as described in Schedule 1 - Public Works by providing the Applicant with a dispensation from the requirement to pay developer contributions at a rate of up to 67% of the value of the reconstruction works with any shortfall being made by either a monetary contribution to the applicant or a works in-kind contribution;

7.2 provide the Applicant with a dispensation from the requirement to provide 24 carpark on the site as required under the Bellingen Development Control Plan; and

7.3 Contribute to one half of the cost of reconstructing the footpath in front of Lots 1 and 2 DP 900116 as described in the Public Works within 30 days of completion of those reconstruction works and the provision of an invoice from the Applicant.

8. **APPLICATION OF 7.11, 7.12 AND 7.24 OF THE ACT TO THE DEVELOPMENT**

8.1 The application of sections 7.11 and 7.12 of the Act to the Development is excluded under this Agreement, only to the extent that those provisions authorise the imposition of a condition requiring the payment of a monetary contribution or dedication of land for the provision or improvement of public car parking facilities.

8.2 For the avoidance of doubt:

8.2.1 sections 7.11 and 7.12 of the Act apply to the Development to the extent that those provisions authorise the imposition of a condition requiring the payment of a monetary contribution or dedication of land for purposes other than public car parking facilities; and

8.2.2 the Car Parking Contribution is not to be taken into consideration by Council or any other consent authority when determining contributions for purposes other than public car parking facilities under sections 7.11 and 7.12 for the Development.

8.3 The application of section 7.24 of the Act to the Development is not excluded under this Agreement.

9. REGISTRATION OF THIS AGREEMENT

9.1 The Applicant represents and warrant that it is the registered proprietor of the Land.

9.2 The Applicant agrees that it will procure the registration of this Agreement, under the *Real Property Act 1900* (NSW) against the title to the Land in accordance with section 7.6 of the Act.

9.3 The Applicant will, at its own expense, promptly after this Agreement comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:

9.3.1 The consent of each person who has an estate or interest in the Land or is seized or possessed of an estate or interest in the Land;

9.3.2 An acceptance of the terms of this agreement and an acknowledgment in writing from any existing mortgagee in relation to the Land that the mortgagee will adhere to the provisions of this agreement if it takes possession of the Land as mortgagee in possession;

9.3.3 The execution of any documents; and

9.3.4 The production of the relevant duplicate certificate of title,

to enable the registration of this Agreement in accordance with clause 9.2.

9.4 The Applicant will, at its own expense, take all practical steps and otherwise do anything that the Council reasonably requires:

9.4.1 to procure the lodgement of this Agreement with Land and Property Information as soon as reasonably practicable after this Agreement comes into operation but in any event, no later than 90 Business Days after that date; and

- 9.4.2 to procure the registration of this Agreement against the title to the Land as soon as reasonably practicable after this Agreement is lodged for registration.
- 9.5 The Council will provide a release and discharge of this Agreement so that it may be removed from the folios of the register for the Land (or any part of it) provided the Council is satisfied the Developer has duly fulfilled its obligations under this Agreement and is not otherwise in default of any of the obligations under this Agreement.
- 9.6 The Applicant acknowledges and agrees that:
- 9.6.1 this Planning Agreement creates an equitable estate and interest in the Land for the purpose of section 74F(1) of the *Real Property Act 1900* (NSW);
- 9.6.2 the Council has a sufficient interest in the Land in respect of which to lodge with Land and Property Information a caveat notifying that interest;
- 9.6.3 they will raise no objection to the Council entering a caveat in the relevant folio of the register for the Land provided the caveat does not prevent registration of any dealing other than a transfer of the Land; and
- 9.6.4 they will obtain the consent to the lodgement of the caveat of each person who has an estate or interest in the Land.

10. REVIEW OF THIS AGREEMENT

This Agreement is not subject to review, other than in accordance with clause 22.

11. DISPUTE RESOLUTION

- 11.1 This clause applies to any dispute under this Agreement.
- 11.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 11.3 If a notice is given under clause 11.2 the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 11.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 11.5 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

12. SECURITY AND ENFORCEMENT

- 12.1 Without limiting any other remedies available to the Parties, this Agreement may be enforced by the Parties in any court of competent jurisdiction.
- 12.2 For the avoidance of doubt, nothing in this Agreement prevents:
- 12.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates or;
 - 12.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.
 - 12.2.3 If the Applicant is in breach of this Agreement, Council taking action to restrain the Applicant from operating otherwise than in accordance with Development Consent.

13. NOTICES

- 13.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- 13.1.1 delivered or posted to that Party at its address set out below,
 - 13.1.2 faxed to that Party as its fax number set out below, or
 - 13.1.3 emailed to that Party at its email address set out below.

Bellingen Shire Council

Email: council@bellingen.nsw.gov.au

Applicant

Email: hanru22@gmail.com

- 13.2 If a Party gives the other Party 3 business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 13.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- 13.3.1 if it is delivered, when it is left at the relevant address;
 - 13.3.2 if it is sent by post, 2 business days after it is posted;
 - 13.3.3 if sent by email, the time at which it is delivered;

13.3.4 if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number.

13.4 If any notice, consent, information, application or request is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

14. ASSIGNMENT AND DEALINGS

14.1 The Applicant must procure from any mortgagee in relation to the Land an acceptance of the terms of this Agreement and an acknowledgement that the mortgagee will adhere to the provisions of this agreement if it takes possession of the Land as mortgagee in possession.

14.2 Unless the matters specified in clause 14.3 are satisfied, the Applicant is not to do any or the following:

14.2.1 transfer, assign or dispose of the whole or any part of their right, title or interest in the Land to any person or

14.2.2 assign or novate to any person the Applicant's rights or obligations under this Agreement.

14.3 The matters required to be satisfied for the purposes of clause 14.1 are as follows:

14.3.1 The Council is satisfied, acting reasonably, that the proposed transferee is financially capable of complying with the Applicant's obligations under this Agreement;

14.3.2 The Council is satisfied that its rights will not be diminished or fettered in any way;

14.3.3 The Applicant has, at no cost to Council, first procured the execution by the person to whom the Applicant's rights or obligations under this Agreement are to be assigned or novated, an agreement in favour of Council under which that person agrees to comply with all the outstanding obligations of the Applicant under this Agreement; and

14.3.4 Any default by the Applicant under the provisions of this Agreement have been remedied by the Applicant or waived by the Council.

14.4 The Applicant and the proposed transferee must pay the Council's reasonable costs in relation to any assignment or novation of the rights and obligations under this Agreement.

14.5 For the avoidance of doubt, this clause 14 does not apply if the Applicant has complied with clause 6 and the Council has released the Applicant from this Agreement in accordance with clause 9.5.

15. ENTIRE AGREEMENT

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

16. FURTHER ACTS

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

17. NO FETTER

Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

18. REPRESENTATION AND WARRANTIES

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

19. SEVERITY

19.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

19.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

20. MODIFICATION

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties of this Agreement.

21. WAIVER

21.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver or any obligations of, or breach of obligation by, another Party.

21.2 A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligations or breach in respect of which it is given.

- 21.3 It is not to be taken as an implied waiver or any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasions.

22. GST

- 22.1 Words used in this clause which are defined in the GST Law have the meaning given in that legislation.
- 22.2 If GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed to be GST inclusive.
- 22.3 Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with this Deed are exclusive of GST.
- 22.4 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a Party, must exclude the amount of any Input Tax Credit entitlement of that Party in relation to the relevant cost, expense or other liability.
- 22.5 This clause will continue to apply after expiration or termination of this Deed.

23. INTERPRETATIONS

- 23.1 A reference to person includes a reference to a natural person, a company or other legal entity whether acting as a trustee or not.
- 23.2 A reference to a party in this Agreement is a reference to that party in its personal capacity as well as in its capacity as trustee of a trust (if any) and a party is obligated in terms of this Agreement in its personal capacity and in its capacity as trustee for a trust (if any).
- 23.3 A reference to:
- 23.3.1 a person includes the person's executors, administrators, successors, substitutes, including persons taking by novation and assigns; and
- 23.3.2 a group of persons includes them collectively and each of them individually.
- 23.4 The singular includes the plural and vice versa.
- 23.5 The word 'person' includes a firm, a body corporate, an unincorporated association or an authority.
- 23.6 A reference to a document includes any amendment or supplement to or replacement or novation of the document.
- 23.7 Headings are for convenience only and do not affect the interpretation of this Agreement.

- 23.8 References to a statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, documents or other subordinate legislation made under the relevant statute.
- 23.9 A clause number means the respective clause of this Agreement.
- 23.10 President of a body or authority includes a person acting in that capacity.
- 23.11 A thing includes the whole and each part of it.
- 23.12 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 23.13 'Include' or 'including' when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.
- 23.14 If a party is required to do something, that includes a requirement to cause that thing to be done. If a party is prohibited from doing anything, it is also prohibited from doing or omitting to do anything which allows or causes that thing to be done.
- 23.15 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement.

DRAFT

EXECUTED AS AN AGREEMENT

Executed for and on behalf of Bellingen Shire Council
by its authorised delegate, in accordance with a
resolution of the Council dated _____ :

Signature of authorised delegate

Signature of witness

Name of authorised delegate

Name of witness

Executed in accordance with Section 127(1) of the
Corporations Act 2001 by Shaul Rubinstein Pty
Limited ACN 607 103 631 by:

Signature of Director/Secretary

Signature of Director

Name of Director/Secretary

Name of Director

SCHEDULE 1 – PUBLIC WORKS

The Applicant agrees to fund and construct the following public works as part of the proposed redevelopment of Lots 1 and 2 DP 900116:

1. Reconstruction of Halpins Lane:
 - 1.1. in accordance with Option 2 of the Traffic Impact Assessment prepared by Enginuity Design Pty Ltd dated February 2018 (refer to attached Report);
 - 1.2. as a shared zone to the extent required by Council;
 - 1.3. by removing the existing bitumen from the pavement and replacing it with a new AC seal and upgrading the pavement;
 - 1.4. by undertaking associated drainage works; and
 - 1.5. any reasonable and relevant alterations and additions to existing infrastructure that may be required by Council through the assessment of CC Engineering design drawings including, but not limited to, street lighting works for surveillance and security and design allowances to facilitate future development within Halpins Lane.
2. Construction of an additional 36 on-street car parks in Oak Street (refer to attached plan) including:
 - 2.1. provision of kerb and gutter, associated drainage, and footpath connectivity; and
 - 2.2. upgrade street lighting to the relevant standards.
3. Provision of 4 car parks achieved as a result of the kerb reinstatement in front of Lots 1 and 2 DP 900116.
4. Provision of 'no parking spaces' in front of vehicle access points, including but not limited to, at 5 Oak Street, in the design and construction of on-street car parking bays.
5. Reconstruction of the footpath in front of Lots 1 and 2 DP 900116 (consistent with the materials outlined in the Bellingen Mainstreet Masterplan as at the date of this Agreement).
6. Ensure that no heritage listed street tree is adversely impacted through the design and construction of the road reserve in Oak Street.

