



Camden Council

Attachments

Ordinary Council Meeting
13 May 2014

Camden Civic Centre
Oxley Street
Camden



ORDINARY COUNCIL

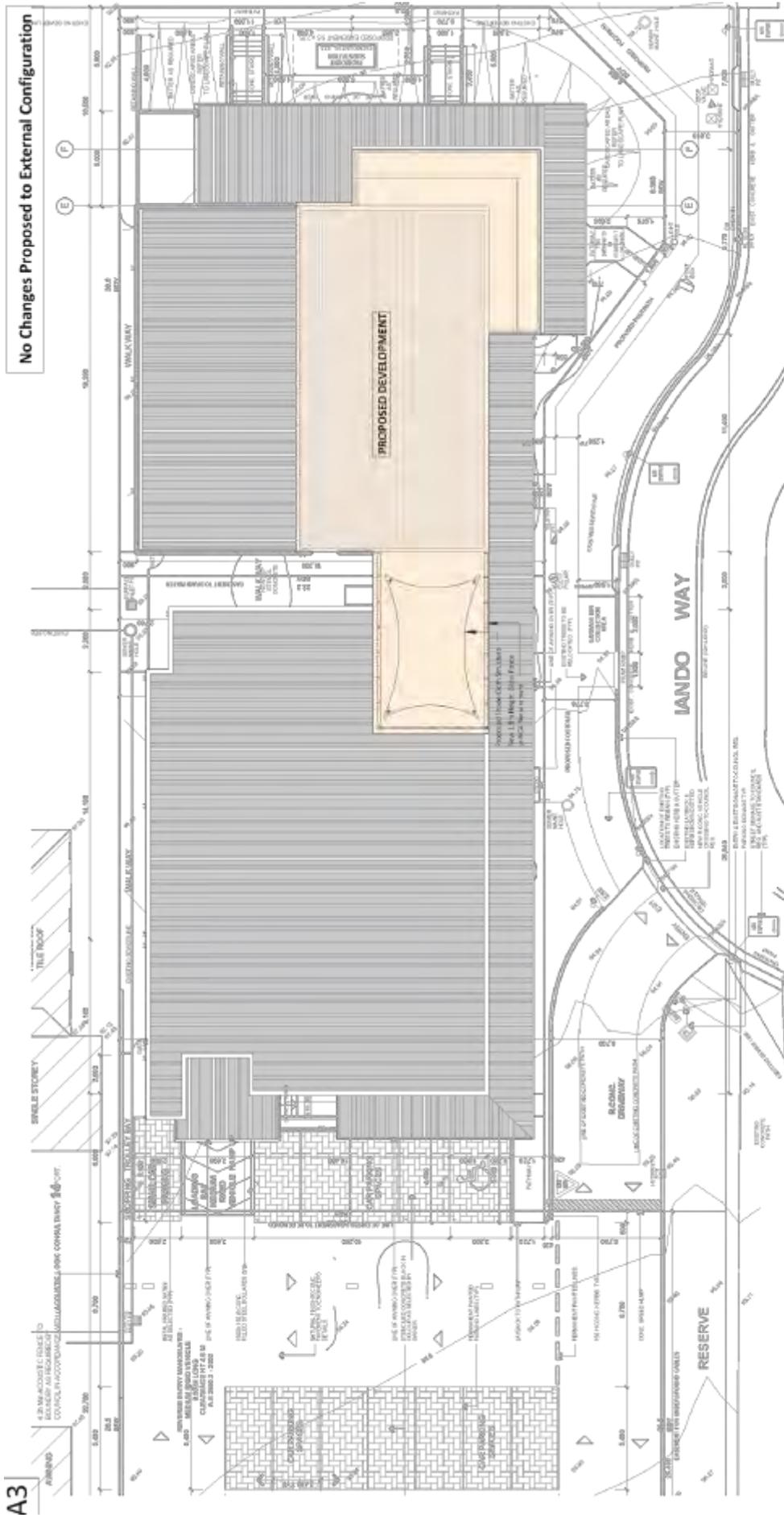
ATTACHMENTS - ORDINARY COUNCIL

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Attachment 1

ORD01



CALCULATIONS

INTERNAL SPACE CALCULATION	EXTERNAL SPACE CALCULATION
Existing First Floor Space (Tennancy 5 & 6 Only) = 157.5 SQM	Outdoor Play Area 2 (8 Children) = 56.0 SQM
Proposed First Floor Space (Tennancy 5 & 6 Only) = 157.5 SQM	Outdoor Play Area 3 (7 Children) = 49.0 SQM
*No Changes Proposed to External Configuration	NUMBER OF STAFF
Indoor Play Area 1 (21 Children) = 82.5 SQM	21 Children = * Staffs
Undercovered Outdoor Play Area 1 (6 Children) = 42.0 SQM	ON-SITE CAR SPACES
Required & Ancillary Spaces = 33.0 SQM	Proposed New Car Spaces: * Spaces

Site Plan
1:200

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
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REVISIONS:

NO.	DATE	DESCRIPTION
01	13/05/2014	ISSUED FOR PERMITS
02	13/05/2014	ISSUED FOR PERMITS
03	13/05/2014	ISSUED FOR PERMITS
04	13/05/2014	ISSUED FOR PERMITS
05	13/05/2014	ISSUED FOR PERMITS

PROJECT INFORMATION:

Project Name: No. 5 Iando Way, Carrans Hill

Client: Carrans Hill

Site Plan

Author: [Name]

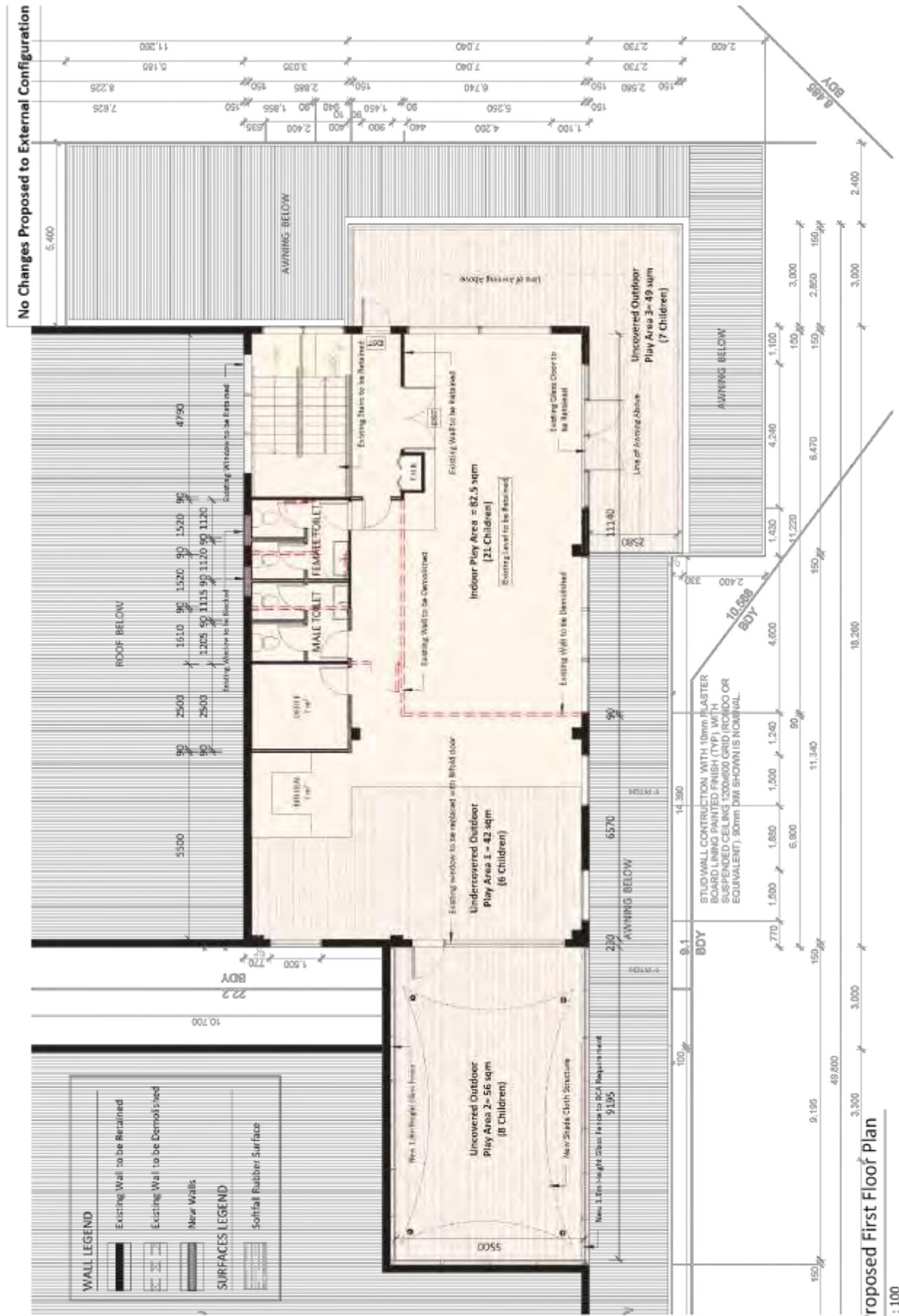
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Attachment 1

ORD01

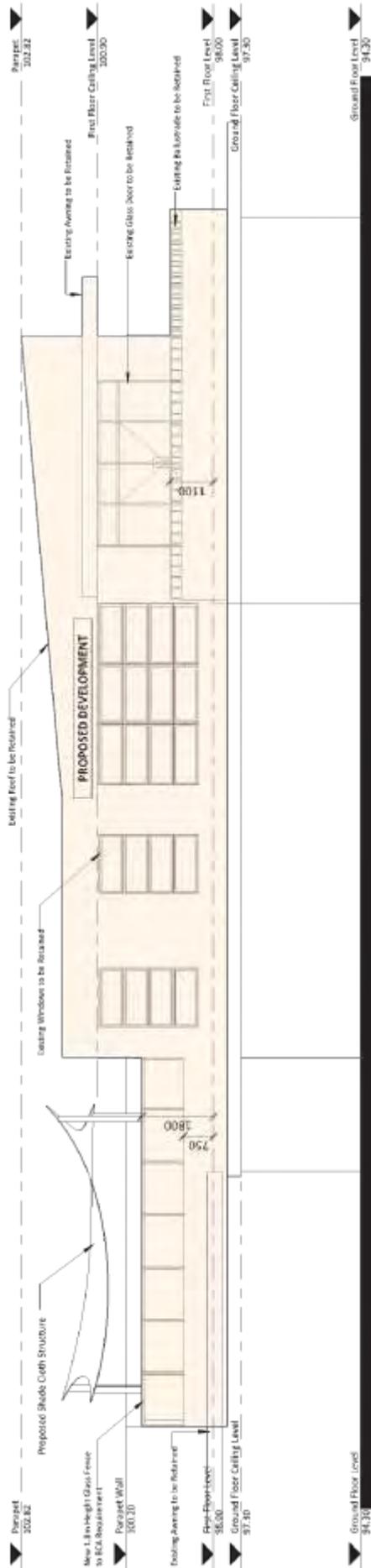


Proposed First Floor Plan
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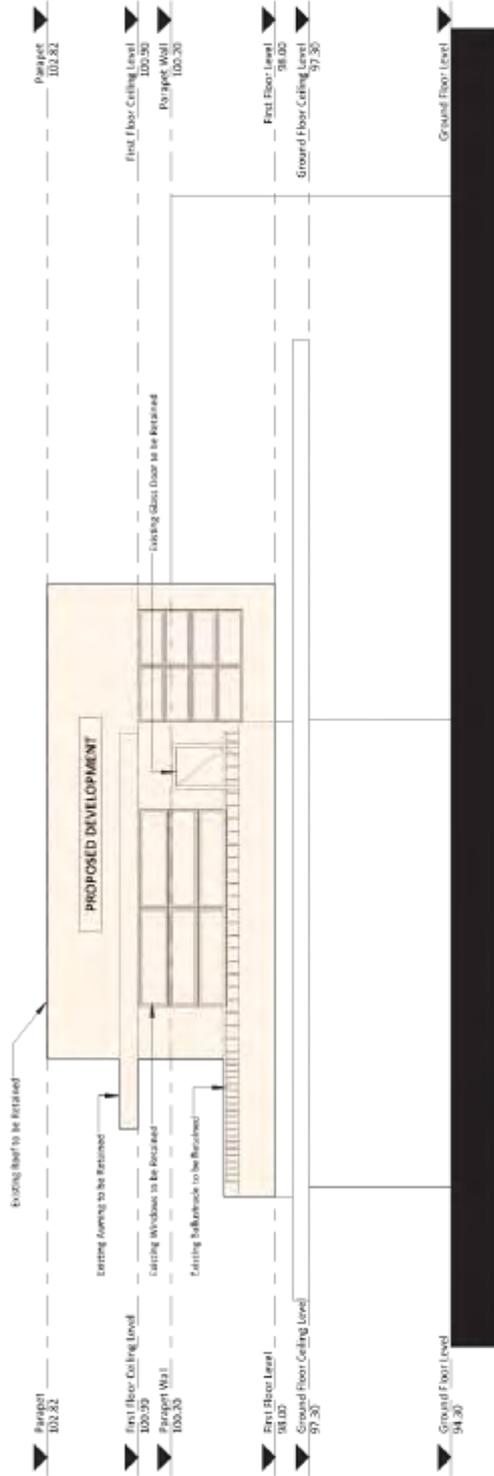
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No Changes Proposed to External Configuration



North-east Elevation

1 : 100



North-west Elevation

1 : 100

<p>100% Planning Permission for the proposed development is granted by the Council on 13th May 2014. The development is subject to the conditions of the planning permission. The development is subject to the conditions of the planning permission. The development is subject to the conditions of the planning permission.</p>		<p>100% Planning Permission for the proposed development is granted by the Council on 13th May 2014. The development is subject to the conditions of the planning permission. The development is subject to the conditions of the planning permission. The development is subject to the conditions of the planning permission.</p>	
<p>Project No: DA-380-4</p>	<p>Site No: A</p>	<p>Location: CAMDEN</p>	<p>Scale: 1:1500</p>
<p>Project Name: No. 5 Iando Way, Carrans Hill</p>	<p>Project Date: AUG. 2013</p>	<p>Project No: 02</p>	<p>Project No: 05</p>
<p>Project Description: Refine and Alter School Care & Vacation care</p>	<p>Project Type: Elevations</p>	<p>Project No: 02</p>	<p>Project No: 05</p>
<p>Project No: 02</p>	<p>Project No: 05</p>	<p>Project No: 02</p>	<p>Project No: 05</p>

ORD01

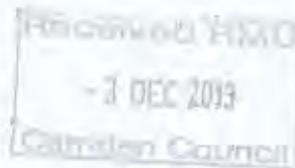
Attachment 2

Safer by Design - Occasional Outside of School Hours Care centre

1



Ms Jessica Volkanovski
 Camden Council
 Development Branch
 37 John Street
 Camden NSW 2570



25 November 2013-2013

DA 951/2013 Occasional Outside of School Hours Care Centre, 7 lando Way Currans Hill. Lot 1678, DP 1158630.

On Friday 22 November 2013, a Safer by Design Evaluation was conducted on the proposed Occasional Outside of School hours Care Centre, at Currans Hill. The Safer by Design Crime Risk Evaluation was conducted by Senior Constable Christine Millman, Crime Prevention Officer, Camden Local Area Command.

In April 2001 the NSW Minister for Planning introduced Crime Prevention Guidelines to Section 79C of the Environmental Planning and Assessment Act, 1979. These guidelines require consent authorities to ensure that development provides safety and security to users and the community. 'If a development presents a crime risk, the guidelines can be used to justify modification of the development to minimise crime risk, or, refusal of the development on the grounds that crime risk cannot be appropriately minimised'.

The guidelines contain two parts. 'Part A details the need for a formal crime risk assessment (Safer by Design Evaluation) to be done in conjunction with trained police, and Part B outlines basic Crime Prevention Through Environmental Design (CPTED) principles and strategies that can be used by consent authorities to justify the modification proposals to minimize risk'. (DUAP 2001:2)

Crime Prevention Through Environmental Design (CPTED)

Crime Prevention through Environmental Design (CPTED) is a crime prevention strategy that focuses on the planning, design and structure of cities and neighbourhoods. It reduces opportunities for crime by using design and place management principles that reduce the likelihood of essential crime ingredients from intersecting in time and space.

CAMDEN Local Area Command
 Narrilwan Police Station
 270 Camden Valley Way, NARRILWAN NSW 2567
 Telephone: (02) 4632 4459 Facsimile: (02) 4632 4456 Email: 44459 EF@pc.nsw.gov.au TTY: 0214 3775
www.police.nsw.gov.au

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 WWW.POLICE.NSW.GOV.AU/RECRUITMENT

Predatory offenders often make cost-benefits assessments of potential victims and locations before committing crime. CPTED aims to create the reality (or perception) that the costs of committing crime are greater than the likely benefits. This is achieved by creating environmental and social conditions that:

- Maximise risk to offenders (increasing the likelihood of detection, challenge and apprehension)
- Maximise the effort required to commit crime (increasing the time, energy and resources required to commit crime)
- Minimise the actual and perceived benefits of crime (removing, minimising or concealing crime attractors and rewards) and
- Minimise excuse making opportunities (removing conditions that encourage/facilitate rationalization of inappropriate behaviour)

CPTED employs four key strategies. These are surveillance, access control, territorial re-enforcement and space/activity management.

Site Description

The proposed development is for a before and after School Care Centre utilising first floor of existing building at 5 – 9 Iando Way Currans Hill. Catering for 21 children and 2 staff.

Site Risk Rating

The NSW Police Safer by Design Evaluation process is based upon Australia and New Zealand Risk Management Standard ANZS4360:1999. It is a contextually flexible, transparent process that identifies and quantifies crime hazards and location risk. Evaluation measures include crime likelihood (statistical probability), consequence (crime outcome), distributions of reported crime (hotspot analysis), socio-economic conditions (relative disadvantage), situational hazards and crime opportunity.

Crime Type Ratings

Reported crime statistics have been used to help identify 'crime likelihood'. In NSW, crime statistics are gathered and analysed in geographical areas referred to as Police Local Area Commands (LACs). This development is located within Camden Local Area Command and the following incident categories and rating have been identified for the Local Area Command:

After conducting this process the rating for this development has been identified as, Low Crime Risk Rating.

ORD01

Attachment 2

With this in mind the following Crime Prevention Through Environmental Design (CPTED) treatments should be considered for the development in order to reduce opportunities for crime.

- Natural
- Technical/Mechanical
- Organised

Surveillance

Natural surveillance is achieved when normal space users can see and be seen by others. This highlights the importance of building layout, orientation and location; the strategic use of design; landscaping and lighting. *Natural surveillance* is a by-product of well-planned, well-designed and well-used space. *Technical/mechanical Surveillance* is achieved through mechanical/electronic measures such as CCTV, help points and mirrored building panels. *Technical/mechanical Organised) Surveillance* is achieved through the tactical positioning of guardians. An example would be the use of on-site supervisors at higher risk locations.

Recommended Conditions of Consent:

- The uncovered outdoor Play Area 3 (7 children) must also have additional fencing placed above existing balustrade; together must be 1.8m high.
- The new 1.8m high glass fence on balcony must be made of safety glass or Perspex.
- All internal doors or gates at top of stairs must be self locking safety gates.

Lighting

There is a proven correlation between poor lighting, fear of crime, the avoidance of public places and crime opportunity (Painter, 1997). Good lighting can assist in increasing the usage of an area. There is no information with the plans, which were reviewed to indicate the lighting proposals for the car parks or fire exits.

Recommended Conditions of Consent

- Australian and New Zealand Lighting Standard 1158 – must be used throughout the development.
- Lighting should not interfere with neighbouring residents.

Access Control

Access control treatments restrict, channel and encourage people and vehicles into, out of and around the development. Way-finding, desire-lines and formal/informal routes are important crime prevention considerations.

Access control is used to increase the time and effort required to commit crime and to increase the risk to criminals. *Natural* access control includes the tactical use of landforms and waterways features, design measures including building configuration, formal and informal pathways, landscaping, fencing and gardens. *Technical/Mechanical* access control includes the employment of security hardware and *Formal (or Organised)* access control includes on-site guardians such as employed security officers.

Recommended Conditions of Consent:

- Concerns with removing children in case of an emergency, from the 1st floor through gates and down stairs to the exit.
- Plans do not show a lift from ground floor to 1st floor to access any parent or child with disability (in wheelchair, crutches etc).

Yours truly,



Danny Doherty
Acting Superintendent
Camden Local Area Command

Disclaimer

The New South Wales Police have a vital interest in ensuring the safety of members of the community and their property. By using the recommendations contained in this evaluation, any person who does so acknowledges that:

1. It is not possible to make areas evaluated by the New South Wales Police, absolutely safe for members of the community or their property.
2. It is based upon the information provided to the New South Wales Police, at the time the evaluation was made.
3. The evaluation is a confidential document and is for use by the consent authority or organisation referred to on page 3 only.
4. The contents of this evaluation are not to be copied or circulated otherwise than for the purposes of the consent authority or organisation referred to on page 3.

The New South Wales Police hopes that by using the recommendations contained in this document, criminal activity will be reduced and the safety of members of the community and their property will be increased. However, it does not guarantee that all risks have been identified, or that the area evaluated will be free from criminal activity if its recommendations are followed.

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ORD02

Attachment 1

Scheme Areas and Membership Structure

What does it look like?



Community Scheme Members

- Lot 1 Community Association Property
- Lot 2 Existing Sales Information Centre
- Lot 3 Retail - Southern Precinct
- Lot 4 Northern Retail - and the residual land
- Lot 5 Camden Council - Administration, Leisure Centre, Library and Community Resource Centre.
- Lot 6 Town Park - Council Camden

How is it organised?

Community Management Statement (CMS)
 Manages the Common property of the scheme.

Town Centre Management Statement (TCMS)
 Sets out the arrangements between certain lot owners within the scheme who choose to share benefits and costs for the 'Civic' Heart of the Town Centre and regulates the PAAMP

Publicly Accessible Areas Management Plan (PAAMP)
 Identifies privately owned areas that can be used by the public and the rules and guidelines to do so. The same rules will apply in Main Street, Market Square and Town Park.
 Category A
 The PAAMP will regulate:
 - access to publicly accessible areas (PAA);
 - obligations to clean and maintain the PAA; and
 - event applications and approvals processes to ensure safety and equality of use availability.





1st Floor
240 Princes Highway
Arncliffe NSW 2205
Australia
PO Box 35316 Brookvale
Tel: 02 9562 1286
Fax: 02 9567 8851
www.stufern.com.au

Our Ref: BWB:AK:22983

29 April 2014

The General Manager
Camden Council
c/- Mr Tim Elliott
26 Lonigan Parade
HARRINGTON GROVE NSW 2567

By email: timelliottproperty@bigpond.com

Dear Tim

RE: ORAN PARK TOWN CENTRE ("OPTC") – COMMUNITY SCHEME GOVERNANCE AND LOCAL GOVERNMENT ACT COMPLIANCE

Council requested this firm to review the community scheme governance regime proposed for OPTC, advise Council generally and address the following points:

1. That the community scheme governance regime reflects an appropriate community governance structure for OPTC which fulfils Council's objectives and interests as advised to this firm.
2. That the community scheme governance regime proposed for OPTC:
 - (a) Does not conflict with the functions of the Council under the *Local Government Act 1993* (NSW) ("LG Act");
 - (b) Does not oblige the Council to do things outside the powers given to Council under the LG Act.

This advice relates to the documents which accompanied the CMS Notice dated 8 April 2014 under clause 48.6 of the Contract for Sale of Land for Camden Council's Central Administration Building dated 10 December 2012 ("Management Documents").

The Management Documents comprised the following:



Liability limited by a scheme approved under Professional Standards Legislation

1. Community Management Statement ("CMS");
2. Town Centre Management Statement ("TCMS");
3. Publicly Accessible Areas Management Plan ("PAAMP").

It is intended that the OPTC management documents will also comprise an OPTC Maintenance Agreement ("OPTCMA") formerly known as the Up-Specification and Service Level Agreement.

We are advised that this document is still under negotiation. We accordingly provide no certification for the OPTCMA and recommend that Council refer the document back to this firm for review and comment before entering into it.

We provide our advice on the points above. This advice is subject to the qualifications set out at the end of this letter.

1. The Management Documents

The Management Documents reflect the work of the team which was established to deliver them and of which the writer was a member. The Management Documents fulfil Council's objectives and interests as advised to this firm and reflect Council's best interests within the framework of the legislation governing the OPTC community development. The governance regime which they establish is a fair, equitable and appropriate community scheme governance structure for OPTC.

2. Conflict with council's powers and obligations.

In assessing the CMS and TCMS we considered the relevant parts of the *Local Government (General) Regulations 2005*; the *LG Act*; the *Roads Act 1993*; the *Civil Liability Act 2002*; the *Community Land Management Act 1989*; the *Community Land Development Act 1989*; the *Work Health and Safety Act 2011*; the *Road Rules 2008*; *Camden Development Control Plan 2011*.

We are not instructed to assess the PAAMP. We certify that the CMS and TCMS:

- Do not conflict with the functions of the Council under the LG Act; and
- Do not oblige Council to do things outside of or fetter powers given to Council under the LG Act.

Matters for Council's Attention

1. Council's transfer of title to the Civic Lot and Town Park must take place after the registration of the community plan and the registration of the TCMS, otherwise the provisions of s358 of the LG Act may apply and the Minister's consent may be required. Council will be bound by the CMS and the TCMS immediately upon taking a transfer of title to either the Civic Lot or the Town Park.
2. All council owned land must be classified as either community or operational. Community land must be managed in accordance with a plan of management: s35 LG Act. If classified as community land Council should adopt a plan of management which does not contradict any of the Management Documents. However, for maximum commercial flexibility we recommend the classification of the Council owned lots as operational. That classification will not require the land to be managed in accordance with a plan of management.
3. Council may negotiate and enter the OPTCMA after the registration of the Management Documents. All parties need to agree to the terms of the OPTCMA before it can be implemented and then, once the terms are agreed, Council can require the other parties to enter into it. Council will be bound to the terms of the OPTCMA when it agrees to the terms of the document and executes it. Council should refer the OPTCMA to this firm for review prior to doing so.

Qualifications On This Advice

We are advised that the PAAMP has been finalised between the Council and the Developer, however it will be a document which is continuously reviewed and amended. We recommend that any future versions of the document be forwarded to this firm for review and comment.

The exhibits to Schedule 1, "Shared Services" and Schedule 2, "Shared Costs" to the TCMS, which set out the services to be used by more than one member and the cost to be charged to each member by the committee, are not finalised with Council. It may be necessary to make amendments to the Management Documents when the exhibits are settled.

We are unable to certify in relation to any part of the Management Documents which are subject to final detail inclusion e.g. the TCMS schedules. We recommend that when final details are inserted into those documents and all exhibits are prepared they be referred back to this firm for advice and approval prior to registration or execution.

ORD02

We did not peruse and cannot advise on the proposed plans to be registered in respect of OPTC. The proposed plans will be drawn prior to registration. We recommend these be referred to this firm for comment when available.

We are not instructed to provide advice or certify on point 2 in relation to the PAAMP and will not do so unless requested.

We do not provide financial, revenue or valuation advice.

In conclusion

We are dedicated to providing advice and service of the highest quality. Should you have any questions or comments regarding this advice please contact the writer.

Yours faithfully



J.S. MUELLER & CO

Attachment 2

Approved Form 28

COMMUNITY LAND DEVELOPMENT ACT 1989
COMMUNITY LAND MANAGEMENT ACT 1989

**COMMUNITY MANAGEMENT STATEMENT
FOR ORAN PARK TOWN CENTRE
DP270.....**

WARNING

The terms of this management statement are binding on the community association, each subsidiary body within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a community development lot, precinct development lot, neighbourhood lot or strata lot within the community scheme.

ORD02

Attachment 3

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DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1. In this management statement, unless the context clearly indicates otherwise, a word or expression has the meaning given to it by a definition in the Management Act if it is:

- (a) defined in the Management Act; and
- (b) used but not defined in this management statement.

1.2. In this management statement, unless the context clearly indicates otherwise:

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the Council.

Business Day means a day that is not a Saturday, Sunday or public holiday where the Community Parcel is located;

Common Property means the common property in a Strata Scheme.

Community Association means the community association constituted and established on the registration of the Community Plan.

Community Development Lot means a lot in the Community Plan that is not:

- (a) Community Property, a public reserve or a drainage reserve;
- (b) land that has become subject to a Subsidiary Body Scheme; or
- (c) a lot that has been severed from the Community Scheme.

Community Facility means any facility on Community Property:

- (a) identified as such on the Concept Plan; or
- (b) determined at any time to be such by Ordinary Resolution of the Community Association.

Community Parcel means the land the subject of the Community Scheme.

Community Plan means the community plan with which this management statement is registered, being DP270###.

Community Property means lot 1 in the Community Plan.

Community Scheme means the community scheme created on the registration of the Community Plan.

Concept Plan means the concept plan (in # sheet(s)) attached to this management statement.

Council means Camden Council.

Design Standards means the design standards for the Community Parcel which are, at any time, in force under by-law 6.

Developer means Greenfields Development Company No. 2 Pty Ltd (ACN 133 939 965) and its successors and assigns for the period until completion of the Development Activities.

Developer's Area means the part of Community Property identified as such in the Concept Plan.

Developer's Restricted Community Property has the meaning given to it in by-law 8 and includes any part of the Developer's Area from time to time as required by the Developer.

Development Act means the *Community Land Development Act 1989 (NSW)*.

Development Activities means anything to be done in connection with development in the Community Parcel as from time to time determined by the Developer or an Authority, including:

- (a) any form of demolition work, excavation work, landscaping work and building work;
- (b) the subdivision, conversion, severance and dedication of land forming part of the Community Parcel; and
- (c) Selling and Leasing Activities.

Executive Committee means the executive committee of the Community Association as constituted or elected under the Management Act and this management statement.

Former Community Development Lot means a Precinct Parcel, Neighbourhood Parcel or Strata Parcel that, before it became subject to the applicable Precinct Scheme, Neighbourhood Scheme or Strata Scheme, was a Community Development Lot.

Garbage means waste of all kinds, including waste which is capable of being recycled.

Lot means a Community Development Lot, a Neighbourhood Lot, a Precinct Development Lot or a Strata Lot, as the case may be.

Maintain includes keep clean and tidy, maintain in good and serviceable condition, repair as necessary and replace as necessary.

Management Act means the *Community Land Management Act 1989 (NSW)*.

Managing Agent means a person appointed as managing agent of the Community Association under section 50 of the Management Act.

Neighbourhood Association means the neighbourhood association constituted and established on the registration of a Neighbourhood Plan.

Neighbourhood Lot means land that is a lot in a Neighbourhood Plan but is not Neighbourhood Property, a public reserve or a drainage reserve.

Neighbourhood Management Statement means the neighbourhood management statement registered with a Neighbourhood Plan.

Neighbourhood Parcel means the land the subject of a Neighbourhood Scheme.

Neighbourhood Plan means a neighbourhood plan that subdivides a Community Development Lot or a Precinct Development Lot.

Neighbourhood Property means the lot shown in a Neighbourhood Plan as neighbourhood property.

Neighbourhood Scheme means a neighbourhood scheme created on the registration of a Neighbourhood Plan.

Occupier means:

- (a) a lessee;
- (b) a licensee; or

(c) other person, not being an Owner, lessee or licensee, that is in lawful occupation.

Oran Park Town Centre Design Coordinator has the meaning given to it in by-law 6.6.

Ordinary Resolution means a resolution passed:

- (a) except on a poll – by a majority in number of the votes cast; or
- (b) on a poll – by a majority in value of the votes cast.

Original Proprietor means Perich Property Pty Ltd (ACN 001 253 587) (as trustee for the Perich Property Unit Trust) and its successors and assigns for the period until completion of the Development Activities.

Ornamental and Informational Features means luminous entry lights, items of public art, sculptures, commemorative plaques and directional and informational signage.

Owner means:

- (a) a person registered or entitled to be registered as proprietor;
- (b) a mortgagee in possession; or
- (c) a covenant chargee in possession.

Owners Corporation means the body corporate constituted and established on the registration of a Strata Plan.

Permitted Person means a person in the Community Parcel with the express or implied approval of:

- (a) an Owner or Occupier;
- (b) the Community Association or the Executive Committee;
- (c) the Managing Agent;
- (d) a Subsidiary Body or the executive committee of a Subsidiary Body; or
- (e) an Authority ,

and, unless the context clearly indicates otherwise, a member of the general public.

Precinct Association means the precinct association constituted and established on the registration of a Precinct Plan.

Precinct Development Lot means a lot in a Precinct Plan that is not:

- (a) Precinct Property, a public reserve or a drainage reserve;
- (b) land that has become part of a Subsidiary Body Scheme; or
- (c) a lot that has been severed from the Precinct Scheme.

Precinct Management Statement means the precinct management statement registered with a Precinct Plan.

Precinct Parcel means the land the subject of a Precinct Scheme.

Precinct Plan means a precinct plan that subdivides a Community Development Lot.

Precinct Property means the lot shown in a Precinct Plan as precinct property.

Precinct Scheme means a precinct scheme created on the registration of a Precinct Plan.

Private Service means a Service that is not provided by an Authority.

Restricted Community Property means a part of Community Property the use of which is restricted under a Restricted Community Property By-law.

Restricted Community Property By-law means a by-law the effect of which is that the use of a part of Community Property identified in the by-law is restricted to the person named in that by-law.

Restricted Subsidiary Body Property means a part of Subsidiary Body Property the use of which is restricted under a Restricted Subsidiary Body Property By-law.

Restricted Subsidiary Body Property By-law means a by-law the effect of which is that the use of a part of Subsidiary Body Property identified in the by-law is restricted to the use of the person named in that by-law.

Restricted Use Rights in relation to Community Property, Precinct Property or Subsidiary Body Property means the rights created by a Restricted Community Property By-law, or a Restricted Subsidiary Body Property By-law, as the case may be.

Retail Lot means the Community Development Lot comprising a retail shopping centre.

Rules has the meaning given to it in by-law 37.

Security Key means a key, card, fob, proximity reader or other device used to:

- (a) open and close doors, gates and other means of regulating access and egress into and out of Community Property; or
- (b) operate alarms, security systems or communication systems.

Selling and Leasing Activities means activities relating to the sale, including sale by auction, and leasing of Lots, the promotion of the Community Scheme and all ancillary activities.

Service includes:

- (a) water, gas and electricity supply;
- (b) a telephone and computer data / high speed internet service;
- (c) a television and radio service;
- (d) a system for removal of sewage;
- (e) a system for removal of stormwater;
- (f) a ventilation system;
- (g) a fire safety or control system;
- (h) a security system; and
- (i) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Lots.

Service Line means the structures, machinery, equipment and things in the Community Parcel for the purposes of providing or facilitating the provision of a Service including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or

other means by or through which a Service is or is to be provided or its provision is to be facilitated.

Service Provider means a person that provides a Service.

Special Resolution means a resolution that is passed at a duly convened general meeting of the Community Association or a Subsidiary Body and:

- (a) except on a poll – against which not more than one-quarter in the number of votes is cast; or
- (b) on a poll – against which not more than one-quarter in value of votes is cast.

Strata By-laws means the by-laws in force for a Strata Scheme under the Strata Management Act.

Strata Lot means a lot in a Strata Scheme.

Strata Management Act means the *Strata Schemes Management Act 1996 (NSW)*.

Strata Parcel means the land the subject of a Strata Scheme.

Strata Plan means a strata plan that subdivides a Community Development Lot or a Precinct Development Lot.

Strata Scheme means a strata scheme created on the registration of a Strata Plan.

Subsidiary Body means a Precinct Association, a Neighbourhood Association or an Owners Corporation.

Subsidiary Body By-laws means a Precinct Management Statement, a Neighbourhood Management Statement or Strata By-laws.

Subsidiary Body Parcel means a Precinct Parcel, a Neighbourhood Parcel or a Strata Parcel.

Subsidiary Body Property means Precinct Property, Neighbourhood Property or Common Property.

Subsidiary Body Scheme means a Precinct Scheme, a Neighbourhood Scheme or a Strata Scheme.

Subsidiary Plan means a Precinct Plan, a Neighbourhood Plan or a Strata Plan.

Towable Item means any towable item, including a boat, trailer, caravan or horse float.

Unanimous Resolution means a resolution passed at a duly convened general meeting of the Community Association or a Subsidiary Body without a vote being cast against it.

Vehicle includes a car, motorbike, utility or truck.

Works includes:

- (a) the erection of a new structure;
- (b) changing the appearance of an existing structure, including changing the colour, or materials used in the external surfaces, of the structure; and
- (c) the installation or attachment of security devices, awnings, radio, television and other aerials and antennae, satellite dishes, solar energy collection panels and equipment associated with them, energy conservation equipment, solar hot water system and equipment associated with it and any other item in a Lot that is visible outside the Lot

in the Community Parcel but excludes:

- (d) Development Activities carried out by the Developer; and
- (e) changing the interior of an existing building in a Lot.

1.3. In this management statement, unless the context clearly indicates otherwise:

- (a) a reference to a person includes a natural person, corporation, statutory corporation, partnership, Authority, the Crown, the Community Association, a Subsidiary Body and any other organisation or legal entity;
- (a) **including** and **includes** are not words of limitation;
- (b) the words **at any time** mean at any time and from time to time;
- (c) the word **vary** includes add to, delete from and cancel;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this management statement;
- (e) a reference to a natural person includes their personal representatives, successors, and assigns;
- (f) a reference to a corporation includes its successors and assigns;
- (g) a reference to a document is a reference to a document of any kind, including a plan;
- (h) a reference to a body or Authority which ceases to exist is, unless otherwise prescribed by law, a reference to either a body or Authority that the parties agree to substitute for the named body or Authority or, failing agreement, to a body or Authority having substantially the same objects as the named body or Authority;
- (i) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (j) a reference to a time is to that time in Sydney;
- (k) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done;
- (m) a word that is derived from a defined word has a corresponding meaning;
- (n) the singular includes the plural and vice-versa;
- (o) words importing one gender include all other genders; and
- (p) a reference to a thing includes each part of that thing.

1.4. By-law headings and the Table of Contents are inserted for convenience and do not affect the interpretation of this management statement.

1.5. At the date of registration of this management statement, the Original Proprietor, as the significant original proprietor, and on behalf of any other original proprietor, has nominated the Developer as the developer of the Community Parcel, to the exclusion of the Original Proprietor (and any other original proprietor), and authorised the Developer to:

- (a) carry out the Development Activities;

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- (b) benefit from the same rights as the Original Proprietor under this management statement;
- (c) perform the Original Proprietor's obligations under this management statement,

and, until the Original Proprietor revokes this nomination and authorisation by notice in writing to the Community Association and the Developer or the date the Development Activities are completed, whichever is the earlier, the Original Proprietor will not exercise any rights or perform any obligation under this management statement and the Developer will do so in its stead.

This by-law 1.5 cannot be varied or deleted without the consent of the Original Proprietor.

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PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

2. NATURE OF A COMMUNITY MANAGEMENT STATEMENT

A community management statement is a set of by-laws and plans that regulate the management and operation of a community scheme and any schemes subsidiary to that scheme.

3. ENTITIES WITH MANAGEMENT RESPONSIBILITIES

This management statement identifies 4 types of entity in the Community Scheme that can have management responsibilities. These are:

- (a) the Community Association;
- (b) a Precinct Association;
- (c) a Neighbourhood Association; and
- (d) an Owners Corporation.

4. STRUCTURE OF THIS MANAGEMENT STATEMENT

This management statement has 6 parts:

Part 1	By-laws fixing details of development	<p>By-laws 2 to 5 are about the purpose of this management statement and how it works.</p> <p>The Community Association may vary these by-laws 2 to 5 by Special Resolution unless otherwise stated in this Part 1.</p> <p>By-law 6 is about Design Standards for the Community Parcel and by-law 7 is about the procedures to be followed before Works are carried out within the Community Parcel.</p> <p>The Community Association may vary these by-laws 6 and 7 only by Unanimous Resolution.</p>
Part 2	Restricted Community Property	<p>By-laws about Restricted Community Property and Restricted Subsidiary Body Property are in this Part 2.</p> <p>The Community Association may vary by-laws in this Part 2 only by Special Resolution and only with the consent of the person entitled to the benefit of the by-law varied.</p>

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Part 3	Mandatory matters	By-laws about many matters including access ways, Community Property, Subsidiary Body Property, fencing, Garbage, Services, insurance and the Executive Committee are in this Part 3. The Community Association may vary by-laws in this part by Special Resolution unless otherwise stated in this Part 3.
Part 4	Optional matters	By-laws about many matters including obligations and requirements of the Community Association, Subsidiary Bodies, Owners and Occupiers, security, trading activity, parking, signs and agreements which may be entered into. The Community Association may vary by-laws in this Part 4 by Special Resolution unless otherwise stated in this Part 4.
Part 5	By-laws required by Authorities	By-laws required by Authorities. The Community Association may vary by-laws in this Part 5 by Special Resolution and only with the consent of the Authority that required them.
Part 6	Plans	This part comprises the plans forming part of this management statement.

5. COMPLIANCE WITH THIS MANAGEMENT STATEMENT AND SUBSIDIARY BODY BY-LAWS

- 5.1. The Community Association, each Subsidiary Body and each Owner or Occupier of a Lot must comply with this management statement.
- 5.2. A Subsidiary Body and each Owner or Occupier of a Lot which is a lot in a Subsidiary Scheme must comply with any applicable Subsidiary Body By-laws.
- 5.3. Persons other than those referred to in this by-law 5, including Permitted Persons may have an obligation to comply with this management statement and applicable Subsidiary By-laws.

6. DESIGN STANDARDS

Design Standards as at the date of this management statement

- 6.1. The Design Standards as at the date of this management statement will be the design standards set out in Part B of the "Development Control Plan" of the Council current as at the date of this management statement.

Powers of the Developer to prescribe and vary Design Standards

- 6.2. At any time until the date the Original Proprietor ceases to be the registered proprietor of a Lot, the Developer can, subject to by-law 6.8:
 - (a) prescribe Design Standards for the Community Parcel that replace the Design Standards applying as at the date of this management statement; and
 - (b) vary Design Standards it has already prescribed for the Community Parcel.

- 6.3. If the Developer prescribes Design Standards for the Community Parcel or varies Design Standards it has already prescribed:
- (a) the Developer must promptly give a copy of the Design Standards prescribed or varied, as the case may be, to the Community Association; and
 - (b) after receipt of that copy of the prescribed or varied Design Standards, as the case may be, the Community Association must give a copy of those Design Standards to each Owner of a Community Development Lot and each Subsidiary Body.

Cessation of operation of Design Standards

- 6.4. Any Design Standards prescribed by the Developer cease to operate on 30 June 2030. After that date, the Community Association may, by Ordinary Resolution, adopt Design Standards subject to clause 6.8.

Compliance

- 6.5. The persons who must comply with this management statement must comply with the Design Standards.

Administration

- 6.6. The Design Standards are to be administered by the person appointed at any time by the Developer for that purpose (**Oran Park Town Centre Design Coordinator**).

Drafting the Design Standards

- 6.7. The Design Standards must be drafted with due consideration to all then current applicable Authority approvals, planning instruments and policies and, in particular, their compatibility with those approvals, planning instruments and policies.

DCP compliance

- 6.8. The Design Standards as prescribed or varied by the Developer must not be inconsistent with any "Development Control Plan" or other planning instrument made by Council or any other Authority applicable:
- (a) to land constituting the Community Parcel; and
 - (b) at the time those standards are prescribed or varied.

Variation of by-law 6

- 6.9. This by-law 6 can only be varied:
- (a) by Unanimous Resolution of the Community Association; and
 - (b) where the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Developer.

7. WORKS IN COMMUNITY PARCEL

Consents to carry out Works

- 7.1. Subject to by-laws 7.11 and 7.12, a person must not carry out Works in the Community Parcel unless that person has obtained:
- (a) first, the prior consent of the Oran Park Town Centre Design Coordinator; and
 - (b) then, the prior consent of any Authority whose consent is required by law.

Compliance with by-law 7

- 7.2. Subject to by-laws 7.11 and 7.12, no Works can be carried out or remain in the Community Parcel unless the provisions of this by-law 7 have been complied with and, in particular, all necessary consents have been obtained in accordance with this by-law 7 and any conditions imposed on those consents have been complied with.

Procedure for obtaining consent to Works

- 7.3. A person seeking consent to carry out Works must provide detailed plans and specifications for the Works to the Oran Park Town Centre Design Coordinator when making the application.
- 7.4. To assist the Oran Park Town Centre Design Coordinator in the exercise of its powers under this by-law 7, the Oran Park Town Centre Design Coordinator may require the person seeking consent to carry out Works to submit:
- (a) additional plans and specifications;
 - (b) details of changes to be made to the plans and specifications if an Authority requires those changes; and
 - (c) any other information or material, including reports the Oran Park Town Centre Design Coordinator considers relevant.
- 7.5. In determining whether to consent to an application to carry out Works, the Oran Park Town Centre Design Coordinator must only be concerned with whether the proposed Works comply with the Design Standards and this management statement.
- 7.6. If the Oran Park Town Centre Design Coordinator does not make a determination within 14 days after determining that it has received all the information it requires to enable it to make a determination, the Oran Park Town Centre Design Coordinator is taken to have refused the application to carry out the Works.
- 7.7. If the Oran Park Town Centre Design Coordinator consents to the carrying out of Works, that consent does not prevent the Oran Park Town Centre Design Coordinator from refusing consent or giving consent with conditions, to future Works of the same or similar nature.
- 7.8. A determination by the Oran Park Town Centre Design Coordinator under this by-law 7 is taken to be a determination by the Community Association.

Conditions of consent to Works and compliance bond

- 7.9. The Oran Park Town Centre Design Coordinator may:
- (a) impose such conditions as it considers necessary when it gives its consent to carry out Works under this by-law 7; and
 - (b) require the person seeking consent to carry out Works to provide a compliance bond to the Community Association in the amount specified by the Oran Park Town Centre Design Coordinator until the Oran Park Town Centre Design Coordinator, determines, acting reasonably, that the release of the compliance bond is appropriate.

Carrying out Works

- 7.10. A person who has received consent to carry out Works must:
- (a) ensure that the Works are carried out in a proper, timely and workmanlike manner;

- (b) ensure that the Works are carried out in compliance with the Design Standards and to the reasonable satisfaction of the Oran Park Town Centre Design Coordinator and any Authority whose consent was required to the Works;
- (c) ensure there is no interruption of any Service or damage to any Service Line;
- (d) ensure that as little disruption and inconvenience as reasonably practicable is caused to Owners and Occupiers of Lots;
- (e) repair any damage caused to any part of the Community Parcel as a result of the Works;
- (f) hold all licences required by law; and
- (g) effect and maintain all insurances required by law or the Oran Park Town Centre Design Coordinator.

Developer's rights to carry out Development Activities

- 7.11. The Developer need not comply with by-laws 7.1 to 7.10.
- 7.12. While the Original Proprietor is the registered proprietor of any Lot, the Developer has all rights necessary to enable and assist the carrying out by the Developer of Development Activities, including the right to carry out Development Activities in stages on parts of the Community Parcel.

Exemption

- 7.13. Whilst the Council is the registered proprietor of Lot 5 [insert lot number for Council's admin building] in the Community Plan, the Council need not comply with by-laws 7.1 to 7.10 in connection with that Lot however Council must:
- (a) provide the Oran Park Town Centre Design Coordinator with a copy of any plans and specifications relevant to the Works on that Lot; and
 - (b) ensure the Works carried out on that Lot comply with the Design Standards as prescribed or varied by the Developer (which, under by-law 6.8, must not be inconsistent with any "Development Control Plan" or other planning instrument made by Council or any other Authority applicable to that Lot at the time the Works are carried out on that Lot).

Variation of by-law 7

- 7.14. This by-law 7 can only be varied:
- (c) by Unanimous Resolution of the Community Association; and
 - (d) until the date the Original Proprietor ceases to be the registered proprietor of a Lot, with the prior consent of the Developer; and
 - (e) in connection with a variation to by-law 7.13, with the prior consent of the Council whilst the Council is the registered proprietor of Lot 5 in the Community Plan.

PART 2

RESTRICTED PROPERTY

8. DEVELOPER'S RESTRICTED COMMUNITY PROPERTY

- 8.1. This by-law 8 is a Restricted Community Property By-law. The Community Association can vary it only by Special Resolution and, while the Original Proprietor owns any Lot, with the prior consent of the Developer.
- 8.2. To enable and facilitate the carrying out of Development Activities, use of the Developer's Area and Service Lines associated with Private Services (**Developer's Restricted Community Property**) is restricted to the Original Proprietor as the proprietor of a Lot on the terms set out in this by-law 8. Pursuant to by-law 1.5, the Original Proprietor gives the Developer the benefit of the Restricted Use Rights set out in this by-law 8 as an agreement under section 57 of the Management Act. The terms of the Restricted Use Rights under this by-law 8 are the right at any time:
- (a) to:
- (i) unrestricted access by all means and at all times (including parking Vehicles and leaving equipment and building materials) to and over the Developer's Restricted Community Property;
 - (ii) place in or attach to the Developer's Restricted Community Property temporary structures, including temporary offices, sheds and display facilities;
 - (iii) install, alter and connect Services in the Developer's Restricted Community Property;
 - (iv) hold events and functions in the Developer's Restricted Community Property in connection with Selling and Leasing Activities; and
 - (v) lock or secure parts of the Developer's Restricted Community Property provided that the secretary of the Community Association is given a key for the locked or secured area; and
- (b) to part with possession of the Developer's Restricted Community Property and to authorise any person to whom possession has been granted to exercise the Developer's rights under by-law 8.2(a) with such possession to cease no later than the date the rights of the Developer under this by-law 8 cease.
- 8.3. Unless the rights of the Developer under this by-law 8 have ended for a part or the whole of the Developer's Restricted Community Property no other person except the Developer can have Restricted Use Rights under this by-law 8 in respect of that part or the whole of the Developer's Restricted Community Property.
- 8.4. Except as expressly provided for in by-law 45, nothing in this management statement binds the Developer so that the Developer may be hindered in or prevented from exercising its rights under this by-law 8.
- 8.5. The Developer must control, manage and Maintain the Developer's Restricted Community Property while the Restricted Use Rights under this by-law 8 are in force. To the extent legally possible, while the Restricted Use Rights under this by-law 8 are in force, this by-law 8.5 operates to waive the obligation of the Community Association to control, manage and Maintain the Developer's Restricted Community Property and passes to the Developer an obligation to effect appropriate policies of insurance regarding property and public liability with a notation of the interest of the Community Association on such policies.

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- 8.6. The Developer must reimburse the Community Association for any costs the Community Association necessarily and reasonably incurs in connection with Developer's Restricted Community Property while the Restricted Use Rights under this by-law 8 are in force including the costs of services provided to the Developer's Restricted Community Property.
- 8.7. The Community Association must give the Developer regular accounts for the amounts to be reimbursed by the Developer under this by-law 8. The Community Association can require the Developer to pay the amounts to be reimbursed under this by-law 8 in advance and quarterly or at other intervals reasonably determined by the Community Association.
- 8.8. The Developer must:
- (a) take reasonable steps to minimise disturbance to Owners and Occupiers of Lots as a result of the carrying out of Development Activities in the Developer's Restricted Community Property;
 - (b) repair any damage to the Developer's Restricted Community Property caused by the exercise of the rights of the Developer under this by-law 8; and
 - (c) leave the Developer's Restricted Community Property clean and tidy after Development Activities are finished.
- 8.9. For the purposes of compliance with section 54 of the Management Act it is noted that there are no matters for inclusion in this by-law 8 relating to the determination, imposition and collection of levies on the Developer.
- 8.10. The Restricted Use Rights under this by-law 8:
- (a) for any part of the Developer's Restricted Community Property, end when the Developer gives a notice to the Original Proprietor and to the Community Association that the part is no longer required in connection with Development Activities; and
 - (b) for all of the Developer's Restricted Community Property, end on the earlier of:
 - (i) the date when the Developer gives a notice to the Original Proprietor and to the Community Association that no part is required in connection with Development Activities; and
 - (ii) the date when the Original Proprietor ceases to be the registered proprietor of a Lot.
- 8.11. On giving a notice to the Original Proprietor and to the Community Association under by-law 8.10(a) or by-law 8.10(b):
- (a) the obligation to control, manage and Maintain the Developer's Restricted Community Property, or the relevant part of it as the case may be, returns to the Community Association or as otherwise contemplated in this management statement; and
 - (b) the Developer's Restricted Community Property, or the relevant part of it as the case may be, ceases to be classified as such.

9. RESTRICTED COMMUNITY PROPERTY GENERALLY

- 9.1. The purpose of this by-law 9 is to provide for the coming into existence of Restricted Community Property after the registration of the Community Plan.
- 9.2. In addition to its powers under the Management Act, but subject to section 23 of that Act and anything elsewhere in this management statement, the Community Association has the power under this by-law 9 to make Restricted Community Property By-laws.

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- 9.3. While the Original Proprietor is the proprietor of a Lot, if the Developer wants the Community Association to make a Restricted Community Property By-law, the Developer must give a notice in that regard to the Community Association and the Community Association must make a Restricted Community Property By-law in accordance with that notice.
- 9.4. If the Developer gives a notice referred to in by-law 9.3, it must include with that notice the following:
- (a) details of all matters required to be included in a Restricted Community Property By-law in order for the by-law to comply with section 54 of the Management Act;
 - (b) details of all other matters that the Developer believes should be included in the Restricted Community Property By-law;
 - (c) a plan showing the part of Community Property in respect of which the Community Association is to make the Restricted Community Property By-law;
 - (d) the consent of the person intended to have the benefit of the Restricted Use Rights; and
 - (e) confirmation that the creation of the Restricted Use Rights is in connection with the carrying out of the Development Activities.
- 9.5. The Community Association can vary this by-law 9 only by Special Resolution and, while the Original Proprietor owns any Lot, with the prior consent of the Developer.
- 9.6. The Community Association and a person having the benefit of Restricted Use Rights can at any time agree to vary those rights as to:
- (a) the extent to which that person has the responsibility to control, manage and Maintain the relevant Restricted Community Property; and
 - (b) the amount (if any) to be reimbursed to the Community Association for the costs it incurs in connection with the relevant Restricted Community Property.
- 9.7. The Community Association can vary a Restricted Community Property By-law only by Special Resolution and with the prior consent of the person having the benefit of the Restricted Use Rights.

10. RESTRICTED SUBSIDIARY BODY PROPERTY GENERALLY

Purpose of by-law 10

- 10.1. The purpose of this by-law 10 is:
- (h) to provide for the coming into existence of Restricted Subsidiary Body Property; and
 - (i) to ensure that the person entitled to have the benefit of the relevant Restricted Use Rights becomes so entitled when the Restricted Subsidiary Body Property comes into existence.

Powers of Developer

- 10.2. If:
- (a) the Original Proprietor is the registered proprietor of any Lot; and
 - (b) a Community Development Lot of which a person other than the Original Proprietor is the registered proprietor is to be subdivided by a Subsidiary Body Plan,

the registered proprietor of the Lot to be subdivided must procure that a by-law is included in the applicable Subsidiary Body By-laws by which the Subsidiary Body grants Restricted Use Rights:

- (c) to whichever of the Community Association and the Developer;
- (d) in such terms; and
- (e) in respect of such part of the Subsidiary Body Property,

as the Developer determines in its absolute discretion and identifies in a notice to the registered proprietor of the Lot to be subdivided.

10.3. If the Developer gives a notice under by-law 10.2 it must include with that notice the following:

- (a) details of all matters required to be included in a Restricted Subsidiary Body Property By-law in order for the by-law to comply with section 54 of the Management Act; and
- (b) details of all other matters that the Developer determines in its absolute discretion should be included in the Restricted Subsidiary Body Property By-law which may be the empowering of the Community Association to:
 - (i) make agreements with other persons to exercise the Community Association's rights or functions in connection with the Restricted Subsidiary Body Property;
 - (ii) make Rules in relation to Restricted Subsidiary Body Property;
 - (iii) install security devices in the Restricted Subsidiary Body Property as if it were Community Property;
 - (iv) lock or secure the Restricted Subsidiary Body Property as if it were Community Property;
 - (v) regulate traffic across the Restricted Subsidiary Body Property as if it were Community Property; and
 - (vi) licence use of any part of the Restricted Subsidiary Body Property as if it were Community Property; and
- (c) a plan showing the part of the Subsidiary Body Property in respect of which the Subsidiary Body is to make the Restricted Subsidiary Body Property By-law; and
- (d) the consent of the person intended to have the benefit of the relevant Restricted Use Rights.

10.4. If a Community Development Lot of which the Original Proprietor is the registered proprietor is to be subdivided by a Subsidiary Plan, the Developer can procure that a by-law is included in the applicable Subsidiary Body By-laws by which the Subsidiary Body grants Restricted Use Rights:

- (a) to whichever of the Community Association and the Developer;
- (b) in such terms; and
- (c) in respect of such part of the Subsidiary Body Property,

as the Developer determines in its absolute discretion.

Powers of Community Association

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- 10.5. In addition to its powers under the Community Schemes Legislation and elsewhere in this management statement, the Community Association has the power under this by-law 10 to consent to and accept any grant to the Community Association of Restricted Use Rights in respect of Restricted Subsidiary Body Property and must consent to and accept any such grant unless the Community Association, having obtained the prior consent of the Developer if the Original Proprietor is then the registered proprietor of any Lot, resolves not to do so by Special Resolution.

Powers of Subsidiary Body to make Restricted Subsidiary Property By-law

- 10.6. A Subsidiary Body can only make:
- (a) a Restricted Subsidiary Body Property By-law; or
 - (b) a by-law affecting Restricted Subsidiary Body Property,
- after the expiry of the initial period of the Subsidiary Body Scheme, by Special Resolution, with the prior consent of the person intended to have or already having the benefit of the relevant Restricted Use Rights and, while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Developer.

- 10.7. A Subsidiary Body can only vary:
- (a) a Restricted Subsidiary Body Property By-law; or
 - (b) an existing by-law affecting Restricted Subsidiary Body Property,
- after the expiry of the initial period of its Subsidiary Body Scheme, by Special Resolution, with the prior consent of the person with the benefit of the relevant Restricted Use Rights and, while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Developer.

Variation of by-law 10

- 10.8. This by-law 10 can only be varied:
- (a) after the expiry of the initial period of the Community Scheme; and
 - (b) by Special Resolution of the Community Association; and
 - (c) while the Original Proprietor is the registered proprietor of any Lot, with the prior consent of the Developer.

PART 3**MANDATORY MATTERS****11. ACCESS WAYS**

- 11.1. There may be open access ways forming part of the Community Property as contemplated under section 41 of the Development Act.
- 11.2. The Community Association must control, manage and Maintain any Subsidiary Body Property set apart as a means of open access under section 42 or section 43A of the Development Act.
- 11.3. There may be private access ways forming part of the Community Property as contemplated under section 44 of the Development Act.

12. COMMUNITY FACILITIES

- 12.1. The terms of this by-law 12 start after the rights of the Developer under by-law 8 have ended.
- 12.2. The Community Facilities are available for use by Owners, Occupiers and Permitted Persons.
- 12.3. The Community Association is responsible for the control, management, operation and Maintenance of the Community Facilities.

13. INTERFERENCE WITH AND DAMAGE TO PROPERTY

- 13.1. Subject to this management statement, an Owner or Occupier must:
 - (a) not use Community Property or Subsidiary Body Property other than for the intended purpose of such Community Property or Subsidiary Body Property; and
 - (b) compensate the Community Association or the relevant Subsidiary Body for any damage they or any Permitted Person for whom they are responsible cause in Community Property or Subsidiary Body Property.
- 13.2. Subject to the by-laws in Part 2 of this management statement, an Owner or Occupier must have approval from the Community Association or from a Subsidiary Body to:
 - (a) bring heavy items onto the Community Property that may cause structural damage to any property in the Community Property;
 - (b) carry out an activity that may interfere with or damage Community Property or relevant Subsidiary Body Property;
 - (c) remove equipment or other articles from Community Property or relevant Subsidiary Body Property;
 - (d) use or adjust equipment owned by the Community Association or relevant Subsidiary Body but subject to the rights to use that equipment under this management statement and any applicable Rules; or
 - (e) use Community Property or relevant Subsidiary Body Property as a garden for private use.

14. OBLIGATIONS IN RESPECT OF COMMUNITY PROPERTY AND SUBSIDIARY BODY PROPERTY

- 14.1. Subject to the by-laws in Part 2 of this management statement, the Community Association must control, manage and Maintain the Community Property.

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- 14.2. The Community Association must carry out all Maintenance to Community Property:
- (a) in a proper and workmanlike manner; and
 - (b) promptly, as the need arises.
- 14.3. An Owner or Occupier must:
- (a) subject to by-law , comply with all directions of the Community Association in relation to the Community Property; and
 - (b) not do or omit to do any act that results or may result in damage or destruction to any part of the Community Property.
- 14.4. An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
- (a) leaves anything on Community Property;
 - (b) obstructs the use of Community Property;
 - (c) uses any part of Community Property for purposes other than those for which the Community Property was constructed or provided;
 - (d) erects any structure on Community Property;
 - (e) attaches any item to Community Property; or
 - (f) alters Community Property.
- 14.5. Each Subsidiary Body must, subject to the applicable Subsidiary Body By-laws, control, manage and Maintain the Subsidiary Body Property.
- 14.6. Subject to the Subsidiary Body By-laws, each Subsidiary Body must carry out all Maintenance to its Subsidiary Body Property:
- (a) in a proper and workmanlike manner; and
 - (b) promptly, as the need arises.

15. RESTRICTING ACCESS TO COMMUNITY PROPERTY

- 15.1. In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 15.1 but subject to by-law 15.2 to:
- (a) close off or restrict by fencing or by Security Key or otherwise, access to Community Property or a part of it; and
 - (b) allow its personnel to use part of Community Property to the exclusion of others in connection with the safety and security of the Community Property and the operation and Maintenance of property owned by the Community Association.
- 15.2. Despite by-law 15.1, the Community Association can only close off or restrict access to Restricted Community Property if it is permitted to do so under the terms of a Restricted Community Property By-law.

16. GARBAGE DISPOSAL GENERALLY

An Owner or Occupier must not deposit Garbage on:

- (a) Community Property or Subsidiary Body Property other than in an appropriate receptacle or space;
- (b) any Lot other than their Lot; or
- (c) their Lot other than in an appropriate receptacle or space.

17. FENCING

- 17.1. Subject to this by-law 17 the Dividing Fences Act 1991 (NSW) applies to the provision of, and payment for, any fence in the Community Parcel.
- 17.2. Subject to by-law 17.5, unless it resolves to do so, the Community Association need not provide or pay for any fencing work as defined in the *Dividing Fences Act 1991 (NSW)* (**Fencing Work**) in the Community Parcel.
- 17.3. The Original Proprietor and the Developer need not provide or pay for any fence in the Community Parcel.
- 17.4. Whilst the Original Proprietor is the proprietor of a Lot, the consent of the Developer is required for the construction of any fence on a Community Development Lot.
- 17.5. The Community Association is responsible for any Fencing Work required for any fences located entirely within Community Property and on the common boundary of and dividing Community Property and Subsidiary Body Property. However, the Community Association need not contribute to the cost of any Fencing Work with respect to any fence or proposed fence on the common boundary of and dividing Community Property from any other Lot.

18. SERVICES

- 18.1. The Community Association is responsible for and must Maintain any Service and associated Service Lines in the Community Parcel for which no Service Provider is responsible.
- 18.2. If statutory easements are to be created in accordance with section 36 of the Development Act for any Service Lines, a "works as executed plan" (also referred to as a "prescribed diagram") showing the location of the Services which require the statutory easements must be lodged and registered either with this management statement or as an amendment of this management statement, depending on when the statutory easements are to be created. The proprietor of any Lot (including the Community Association) that would be burdened by the statutory easement for the Service Line shown in a prescribed diagram must do everything necessary to ensure that the prescribed diagram is lodged and registered as an amendment of this management statement.
- 18.3. In addition to its powers under the Management Act and elsewhere in this management statement:
 - (a) the Community Association has the power under this by-law 18 to :
 - (i) provide a Private Service to an Owner, Occupier or Subsidiary Body;
 - (ii) arrange for the installation and Maintenance of Service Lines for that Private Service; and
 - (iii) contract with persons to manage all or some of the elements of providing that Private Service; and
 - (b) the Community Association has the power under this by-law 18 to contract with a person to:
 - (i) provide a Private Service to an Owner, Occupier or Subsidiary Body; and
 - (ii) install and Maintain the Service Lines for that Private Service.

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- 18.4. An Owner, Occupier or Subsidiary Body must not:
- (a) unless they have the prior consent of the Community Association, carry out any works that interfere with any Private Service; or
 - (b) obstruct or prevent access to, overload or damage any Private Service.
- 18.5. For the purposes of this by-law 18:
- (a) in an emergency, the Community Association may enter a Lot or Subsidiary Body Property at any time; and
 - (b) in a case that is not an emergency, the Community Association may enter a Lot or Subsidiary Body Property after giving reasonable notice.
- 18.6. It is possible the Community Association will exercise a power under this by-law 18 during the initial period.
- 18.7. If section 24 of the Management Act applies to the exercise of a power under this by-law 18, the effect of that exercise is described in this by-law 18 for the purpose of that section.
- 18.8. The Community Association may exercise a power under this by-law 18 by Ordinary Resolution.
- 19. INSURANCE OBLIGATIONS**
- 19.1. The Community Association must take out any insurance required under the Management Act.
- 19.2. Each year at its annual general meeting the Community Association must review:
- (a) the insurance policies it has effected; and
 - (b) whether it needs to effect any new policies.
- 19.3. Each year the secretary of the Community Association must include a motion on the agenda for the annual general meeting of the Community Association to decide if it should confirm or change its insurance policies.
- 19.4. The Community Association must immediately effect new insurances or adjust existing insurances if there is an increase in risk or a new risk to the Community Association or Community Property.
- 19.5. The Community Association must effect and keep current the insurances required under the Management Act in connection with the Restricted Precinct Property.
- 19.6. The provisions regarding the insurances applicable to a Subsidiary Body Parcel are contained in the applicable Subsidiary Body By-laws.
- 19.7. The Community Association must have Community Property valued for insurance purposes at least every 5 years and, as soon as practicable after receipt of the valuation, increase the insurance cover to an amount not less than the valuation if the existing sum insured is less than the valuation amount.
- 19.8. Valuations under this by-law 19 must be carried out by a qualified valuer or quantity surveyor who has:
- (a) a minimum of 5 years experience as a valuer or quantity surveyor; and
 - (b) experience in valuing for insurance purposes the community property of community schemes.

20. AMOUNTS PAYABLE BY OWNERS

- 20.1. An Owner of a Community Development Lot and of a Former Community Development Lot must pay:
- (a) contributions levied under this management statement, the Management Act and the Development Act when they fall due; and
 - (b) on demand any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this management statement in relation to that Owner or the Occupier of that Owner's Community Development Lot.
- 20.2. An Owner or Occupier must comply at their cost and on time with this management statement, any applicable Subsidiary Body By-laws and any applicable Rules.
- 20.3. If a contribution or amount payable under this management statement or the Management Act or Development Act is not paid when due, then interest is payable under section 20A(1) of the Management Act.
- 20.4. Nothing in this by-law 20 prevents the Community Association from recovering as a debt any amount as a consequence or any amount not being paid when due including any interested calculated under this by-law 20 and any legal or other costs incurred in enforcing this by-law.
- 20.5. A Subsidiary Body may recover as a debt amounts payable to it under this management statement or its Subsidiary Body By-laws or any applicable Rules that are not paid.
- 20.6. A certificate signed by the Community Association or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is, in the absence of a manifest error, prima facie evidence of:
- (a) the amount; or
 - (b) any other fact stated in that certificate.

21. THE EXECUTIVE COMMITTEE AND ITS OFFICERS

- 21.1. The officers of the Executive Committee of the Community Association are the secretary, the treasurer and the chairperson.
- 21.2. The same person may be appointed to hold one or more of the roles referred to in by-law 21.1.
- 21.3. The functions of the secretary are to:
- (a) convene, prepare agendas for and send notices for meetings of the Community Association and the Executive Committee;
 - (b) prepare and distribute minutes of meetings of the Community Association and the Executive Committee;
 - (c) give notices under this management statement and the Management Act on behalf of the Community Association and the Executive Committee;
 - (d) supply certificates about contributions, insurance and matters referred to in clause 2 of schedule 4 of the Management Act;
 - (e) answer communications sent to the Community Association and the Executive Committee;
 - (f) perform administrative and secretarial functions for the Community Association and the Executive Committee; and

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- (g) keep records for the Community Association and the Executive Committee according to this management statement and the Management Act.
- 21.4. The secretary may be assisted in the discharge of the functions of the secretary and may appoint and enter into an agreement with the Managing Agent to assist the secretary to perform its functions.
- 21.5. The functions of the treasurer are to:
- (a) send notices of contributions to members of the Community Association;
 - (b) collect contributions from members of the Community Association;
 - (c) receive, acknowledge, bank and account for contributions and other money paid to the Community Association;
 - (d) prepare certificates about contributions, insurance and matters referred to in clause 2 of schedule 4 of the Management Act;
 - (e) keep accounting records for the Community Association according to the Management Act; and
 - (f) prepare financial statements according to the Management Act.
- 21.6. The treasurer may be assisted in the discharge of the functions of the treasurer and may appoint and enter into an agreement with the Managing Agent to assist the treasurer to perform its functions.
- 21.7. The chairperson is to preside at meetings of the Community Association and the Executive Committee at which the chairperson is present.
- 21.8. A member of the Executive Committee is:
- (a) not liable for any loss or damage caused by; and
 - (b) Is indemnified by the Community Association for,
- their actions as a member of the Executive Committee except where they have acted fraudulently or negligently.
- 21.9. The Executive Committee may appoint sub-committees to assist in the management and operation of the Community Scheme.
- 21.10. A sub-committee may conduct investigations for the Executive Committee.
- 21.11. A member of the Executive Committee is:
- (a) not entitled to any remuneration for the performance of their functions; and
 - (b) is entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their functions.
- 21.12. The Managing Agent may be appointed by the Community Association to carry out the role of secretary, treasurer, chairperson and any other officer.

22. MEETINGS OF EXECUTIVE COMMITTEE

- 22.1. Meetings of the Executive Committee must be convened by:
- (a) the secretary of the Executive Committee, if the secretary is asked to convene a meeting by at least one-third of the members of the Executive Committee; or

- (b) another member of the Executive Committee if, in the absence of the secretary, the member is asked to convene a meeting by at least one-third of the members of the Executive Committee.
- 22.2. The secretary or the other member of the Executive Committee referred to in by-law 22.1(b), must convene the meeting:
- (a) within the time asked for; or
- (b) if no specific time was asked for, within 10 Business Days of being asked.
- 22.3. Subject to the Management Act and this management statement, the Executive Committee may meet to conduct business, adjourn and otherwise regulate meetings as it thinks fit.
- 22.4. An Owner or if the Owner is a corporation, the company nominee of an Owner, may:
- (a) attend a meeting of the Executive Committee; and
- (b) address a meeting of the Executive Committee but only if the Executive Committee agrees.
- 22.5. The secretary or the member of the Executive Committee who convenes a meeting of the Executive Committee must give:
- (a) each member of the Executive Committee; and
- (b) each member of the Community Association,
- notice at least 10 Business Days before the meeting (or, if all such members agree, a shorter notice period). The notice must include:
- (c) the time, date and venue of the meeting; and
- (d) the agenda for the meeting.
- 22.6. Notices under this by-law 22 must be given to the member of the Executive Committee or the member of the Community Association:
- (a) personally to the member of the Executive Committee or the member of the Community Association;
- (b) by post or hand delivery to the address shown for the member of the Executive Committee or the member of the Community Association shown in the Community Association's roll;
- (c) by facsimile to the facsimile number of the member, if a facsimile number has been provided by the member; or
- (d) by e-mail to the e-mail address of the member, if an e-mail address has been provided by the member.
- 22.7. The agenda for a meeting of the Executive Committee must include details of all the business the Executive Committee will deal with at the meeting. The Executive Committee cannot deal with business that is not on the agenda for the meeting.
- 22.8. Despite any other by-law, if the Council, as the Owner of a Community Development Lot, is a member of the Executive Committee, the Council may, at any time before the meeting of the Executive Committee is held, provide notice to the other members of the Executive Committee that the Council wishes to defer consideration of any item on the agenda to a later date (being a date no later than 7 Business Days after the date of the meeting). The Council may only defer an item on the agenda once.

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- 22.9. The Executive Committee may vote on motions in writing if:
- (a) notice of the Executive Committee meeting and an agenda have been given in accordance with by-law 22;
 - (b) the secretary of the Executive Committee or the member of the Executive Committee who convenes the meeting has given each member of the Executive Committee a voting paper; and
 - (c) a majority of the members of the Executive Committee complete and return their voting paper to the secretary of the Executive Committee or the member of the Executive Committee who convenes the meeting before the meeting commences.

The voting on the motion is to occur at the meeting date and time specified in the notice of the meeting and if the motion is carried, it becomes a resolution at that specified date and time.

- 22.10. The secretary or the member of the Executive Committee who convenes a meeting of the Executive Committee, including meetings where decisions are made in writing under by-law 22.8, must give a copy of the minutes of the meeting to:
- (a) each member of the Executive Committee; and
 - (b) each member of the Community Association,
- within 10 Business Days after the meeting.
- 22.11. Minutes of a meeting of the Executive Committee must be given:
- (a) personally to the member of the Executive Committee or the member of the Community Association;
 - (b) by post or hand delivery to the address shown for the member of the Executive Committee or the member of the Community Association shown in the Community Association's roll;
 - (c) by facsimile to the facsimile number of the member, if a facsimile number has been provided by the member; or
 - (d) by e-mail to the e-mail address of the member, if an e-mail address has been provided by the member.
- 22.12. The Executive Committee must keep copies of agendas for and minutes of its meetings, including meetings where decisions are made in writing under by-law 22.8:
- (a) with the books and records of the Community Association; and
 - (b) for at least 7 years from the date of the meeting or for the period the Management Act requires the Community Association to keep its meeting records.

23. LEASES AND LICENCES OF COMMUNITY PROPERTY AND RESTRICTED SUBSIDIARY PROPERTY

- 23.1. In this by-law 23, a reference to a lease includes a licence and a reference to a leased area includes a licensed area.
- 23.2. In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 23 to grant leases to persons, including a Subsidiary Body, an Owner, an Occupier and the Developer, of parts of Community Property and, in particular, any Community Facility and parts of Restricted Subsidiary Property.

- 23.3. Leases that the Community Association grants under this by-law 23 may include such terms as the Community Association determines, including terms about:
- (a) payments under the lease;
 - (b) the term of the lease;
 - (c) the permitted use of the leased area;
 - (d) the security of the leased area;
 - (e) the maximum number of persons allowed in the leased area;
 - (f) insurances the lessee must effect; and
 - (g) cleaning and Maintaining the leased area.
- 23.4. It is possible a lease will be granted under this by-law 23 during the initial period.
- 23.5. If section 24 of the Management Act applies to a lease granted under this by-law 23, the effect of that lease is disclosed in this by-law 23 for the purposes of that section.
- 23.6. The Community Association may exercise its power under this by-law 23 by Ordinary Resolution.

24. AGREEMENTS IN CONNECTION WITH COMMUNITY FACILITIES

- 24.1. In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 24 to enter into an agreement of any kind, including a lease or licence, in connection with any Community Facilities.
- 24.2. Any agreement entered into under this by-law 24 may confer significant rights, including the right to occupy, use, manage, caretake and carry on a business or trade activity, at the Community Facilities, or not.
- 24.3. The intention of this by-law 24 is to empower the Community Association to the maximum extent permitted by law and, in particular, so that it has a very wide discretion as to the nature and terms of any agreement entered into under this by-law 24.
- 24.4. It is possible an agreement will be entered into under this by-law 24 during the initial period.
- 24.5. If section 24 of the Management Act applies to an agreement entered into under this by-law 24, the effect of that agreement is disclosed in this by-law 24 for the purpose of that section.
- 24.6. The Community Association may exercise its power under this by-law 24 by Ordinary Resolution.

25. AGREEMENTS BY COMMUNITY ASSOCIATION

- 25.1. In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 25, on its own behalf, on behalf of a Subsidiary Body (with the consent of the Subsidiary Body unless otherwise empowered to do so elsewhere in this management statement) to enter into agreements of all kinds in connection with:
- (a) the provision of:
 - (i) management, operational, Maintenance, cleaning, security, caretaking and other services for Community Property and Subsidiary Body Property;

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(ii) services and amenities to Owners and Occupiers; and

(iii) services and amenities to Community Property and Subsidiary Body Property; and

(b) any other matter or thing which the Community Association believes to be in the interest and for the benefit of the Community Scheme and Owners and Occupiers or the general public or both.

25.2. It is possible an agreement will be entered into under this by-law 25 during the initial period.

25.3. If section 24 of the Management Act applies to an agreement entered into under this by-law 25, the effect of that agreement is disclosed in this by-law 25 for the purposes of that section.

25.4. The Community Association may exercise its power under this by-law 25 by Ordinary Resolution.

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PART 4**OPTIONAL MATTERS****26. BEHAVIOUR OF OWNERS, OCCUPIERS AND OTHERS**

- 26.1. In the Community Parcel, an Owner or Occupier must not:
- (a) having regard to the approved uses within the Community Parcel, create any noise likely to interfere with the peaceful enjoyment of any part of the Community Parcel by another Owner or Occupier or a Permitted Person;
 - (b) use language or behave in a way that might reasonably be expected to offend or embarrass another Owner or Occupier or a Permitted Person;
 - (c) obstruct the legal use by any person or any part of the Community Parcel;
 - (d) do anything that might damage the good reputation of the Community Scheme; or
 - (e) do anything that is illegal.
- 26.2. Whilst on the Community Parcel, Owners, Occupiers and Permitted Persons must use reasonable endeavours to ensure that they do not by any act or omission cause the Community Association or any Subsidiary Body to be in breach of their obligations under the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2011 (NSW)*.
- 26.3. Subject to this management statement, children are only allowed to play unsupervised in those parts of Community Property or Subsidiary Body Property that are intended to be used for recreational purposes and that are not considered dangerous to children.

27. RESPONSIBILITY OF OWNERS AND OCCUPIERS FOR OTHERS

- 27.1. An Owner or Occupier must:
- (a) use reasonable endeavours to ensure their visitors comply with this management statement, any applicable Subsidiary Body By-laws and any applicable Rules; and
 - (b) cause their visitors to leave the Community Parcel if they do not comply with this management statement, any applicable Subsidiary Body By-laws or any applicable Rules.
- 27.2. If an Owner or Occupier leases or licenses their Lot (or part of their Lot) the Owner or Occupier must:
- (a) give their tenant or licensee a copy of this management statement and any applicable Subsidiary Body By-laws and any applicable Rules;
 - (b) use reasonable endeavours to ensure their tenant or licensee and their tenant's or licensee's visitors comply with this management statement, any applicable Subsidiary Body By-laws and any applicable Rules; and
 - (c) take all action reasonably available to them, including action under the lease or licence agreement, to make the tenant or licensee comply with this management statement, any applicable Subsidiary Body By-laws and any applicable Rules or make the tenant or licensee leave the Community Parcel.
- 27.3. An Owner or Occupier must not allow another person to do anything they are not themselves entitled to do under this management statement, any applicable Subsidiary Body By-laws or any applicable Rules.

28. MAINTENANCE

- 28.1. An Owner or Occupier must keep their Lot, including any landscaped areas, clean and tidy and in good repair and condition.
- 28.2. An Owner or Occupier of a Lot other than a Strata Lot must carry out all Maintenance to the exterior of any building or other structure in the Lot:
- (a) in a proper and workmanlike manner; and
 - (b) promptly.

29. COMPLIANCE WITH LAWS

An Owner or Occupier must comply on time with all laws relating to:

- (a) their Lot (or, in the case of an Occupier, the relevant part of the Lot so occupied);
- (b) the use of their Lot (or, in the case of an Occupier, the relevant part of the Lot so occupied); and
- (c) the use of:
 - (i) Community Property; and
 - (ii) Subsidiary Body Property,
 in respect of which they have a licence or a lease, or rights or privileges under a Restricted Community Property By-law or a Restricted Subsidiary Body Property By-law, as the case may be.

30. COMMUNITY ASSOCIATION COMMUNICATIONS

- 30.1. An Owner or Occupier must comply on time with the terms of any notice displayed on Community Property by the Community Association, Service Provider or relevant Authority.
- 30.2. Applications, requests, notices and complaints to the Community Association must be in writing and must be addressed to the secretary of the Community Association.

31. INSTRUCTION OF AGENTS, ETC OF COMMUNITY ASSOCIATION

An Owner or Occupier must not directly or indirectly instruct agents, employees or contractors of the Community Association to carry out the obligations of the Community Association, unless the Community Association authorises the Owner or Occupier to do so.

32. THINGS REQUIRED TO BE DONE ARE AT OWNER'S OR OCCUPIER'S COST

Anything that an Owner or Occupier is required to do under this management statement must be done at the cost of that Owner or Occupier, unless otherwise agreed between the Owner and an Occupier of that Owner's Lot.

33. FIRE CONTROL

- 33.1. An Owner or Occupier must not:
- (a) keep flammable materials in Community Property or Subsidiary Body Property;
 - (b) interfere with safety equipment; or
 - (c) obstruct fire stairs or fire escapes.
- 33.2. The Community Association must:

- (a) take reasonable steps to prevent fires and other hazards in Community Property; and
- (b) comply with laws about fire control.

34. SECURITY RIGHTS AND OBLIGATIONS OF COMMUNITY ASSOCIATION

- 34.1. In addition to its powers under the Management Act, the Community Association has the power to install and operate in Community Property audio and visual security services and other surveillance equipment for the security of the Community Parcel.
- 34.2. An Owner or Occupier must take reasonable care to ensure that fire and security doors located on Community Property and used by them are locked or closed when they are not being used.
- 34.3. An Owner or Occupier must not:
- (a) interfere with security cameras or surveillance equipment; or
 - (b) do anything that might prejudice the security or safety of the Community Parcel.

35. SECURITY KEYS

- 35.1. The Community Association may make Security Keys available, at a fee (as may be specified in the Rules) to:
- (a) Owners and Occupiers; and
 - (b) other persons authorised by the Community Association to hold Security Keys.
- 35.2. A person to whom a Security Key is made available must:
- (a) not duplicate or copy the Security Key;
 - (b) immediately notify the Community Association if the Security Key is lost, stolen or misplaced;
 - (c) when requested by the Community Association, immediately return the Security Key to the Community Association; and
 - (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

36. PARKING

- 36.1. This by-law 36 applies to parking of Vehicles and Towable Items in the Community Parcel and excludes public and dedicated roads and car parking areas which are managed by the Council.
- 36.2. An Owner or Occupier may only park a Vehicle:
- (a) in a garage, carspace, car parking area or driveway in that Owner's or Occupier's Lot; or
 - (b) in an area in Community Property designated by the Community Association as being an area where an Owner's, Occupier's or Permitted Person's Vehicle may be parked.
- 36.3. A Permitted Person may only park a Vehicle:
- (a) in a garage, carspace, car parking area or driveway of the Lot of the Owner or Occupier with whose consent they are in the Community Parcel; or

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- (b) in a part of Community Property designated by the Community Association as being an area where a Permitted Person's Vehicle may be parked.

- 36.4. For clarity, by-laws 36.2 and 36.3 do not permit parking on any lawn area of the Community Parcel or nature strip area located on the front street alignment of any Lot.
- 36.5. Subject to by-law 36.6, an Owner, Occupier or Permitted Person must not park a Towable Item on any part of a Lot that will cause the Towable Item to be wholly visible from the street frontage of the Lot.
- 36.6. Heavy Vehicles and Towable Items may be parked in the Community Parcel only for the purpose of loading or unloading and then only for as short a period as is reasonably practicable.
- 36.7. Repairs to Vehicles and Towable Items must not be undertaken on Community Property or Subsidiary Body Property.

37. RULES, HOUSE RULES AND NAMING RIGHTS

- 37.1. In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 37 to make and vary rules about the control, management, operation, use and enjoyment of the Community Property and, in particular, any Community Facility (**Rules**).
- 37.2. Despite by-law 37.1, the Community Association may only make or vary Rules affecting Restricted Community Property if it has the consent of the person with the benefit of the Restricted Use Rights.
- 37.3. If a Rule made by the Community Association is inconsistent with the Management Act, this management statement or any requirement of an Authority, the Management Act, this management statement and the requirement of the Authority prevail to the extent of the inconsistency.
- 37.4. Rules bind an Owner, Occupier, Permitted Person and each Subsidiary Body.
- 37.5. All Owners, Occupiers and Permitted Persons acknowledge that the Owner of the Retail Lot can prescribe, from time to time, "Retail Centre House Rules" for that lot. Each Owner, Occupier and Permitted Person agrees to be bound by the "Retail Centre House Rules", if any, whilst:
 - (a) in the Retail Lot; and
 - (b) in any other areas within the Community Parcel under the management of the Owner of the Retail Lot.

The Owner of the Retail Lot agrees to make available, on request, a copy of the current "Retail Centre House Rules" to Owners, Occupiers and Permitted Persons.

- 37.6. If an Owner other than the Owner of the Retail Lot wants to grant or permit the grant of any naming rights in relation to the whole of or any part of a Lot, it must:
 - (a) ensure the name and logo adopted and used by the Owner of the Retail Lot in connection with the naming, marketing and branding of the Retail Lot is not used by any Owner or Occupier of another lot unless the consent of the Owner of the Retail Lot is first obtained; and
 - (b) ensure any reference to the "town centre" component of the Community Parcel is to the "Oran Park Town Centre".

38. GENERAL POWERS OF COMMUNITY ASSOCIATION

- 38.1. In addition to its powers under the Management Act and elsewhere in this management statement, the Community Association has power under this by-law 38 to do anything in the Community Parcel that should have been done by an Owner or Occupier or Subsidiary Body under this management statement but has not been done or not done to the reasonable satisfaction of the Community Association.
- 38.2. The Community Association must give a notice to an Owner or Occupier or Subsidiary Body specifying when it proposes to enter their Lot or Subsidiary Body Property to do a thing it is entitled to do under by-law 38.1. The Owner or Occupier or Subsidiary Body must:
- (a) give the Community Association and persons authorised by it access to the Lot or Subsidiary Body Property according to the notice; and
 - (b) pay the Community Association the costs for doing the thing.
- 38.3. The Community Association must obtain at least 2 quotations in relation to proposed expenditure in respect of any one item or matter if the proposed expenditure will exceed an amount of \$10,000. Whilst the Council is the registered proprietor of a Lot, this by-law 38.3 cannot be varied or deleted without the prior consent of the Council.

39. RESPONSIBILITY FOR DAMAGE

The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel except if the Community Association or its employees, contractors or agents are negligent.

40. ORNAMENTAL AND INFORMATIONAL FEATURES

- 40.1. The Owners, Occupiers, Subsidiary Bodies and the Community Association acknowledge that the Ornamental and Informational Features situated on Community Property are the property of the Community Association and are the responsibility of the Community Association to Maintain.
- 40.2. If the Ornamental and Informational Features are situated on a parcel of land that is outside but adjacent to the Community Parcel, the Community Association has the power under this by-law 40, in addition to its powers under the Management Act and elsewhere in this management statement, to enter into a lease or a licence of that parcel of land. The terms of that lease or licence are to be commercially acceptable including as to a nominal rental and containing the following principal obligations on the part of the lessee or licensee:
- (a) to maintain the Ornamental and Informational Features in a good condition to the reasonable satisfaction of the lessor or licensor; and
 - (b) to insure the Ornamental and Informational Features against public risk.
- 40.3. Whilst the Original Proprietor is the proprietor of a Lot, this by-law 40 cannot be varied or deleted without the prior consent of the Developer.

41. MISCELLANEOUS

- 41.1. If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
- (a) it is severed; and
 - (b) the remainder of these by-laws have full force and effect.

This by-law has no effect if the severance alters the basic nature of this management statement or is contrary to public policy.

- 41.2. The Community Association may exercise a right, power or remedy:

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- (a) at its discretion; and
 - (b) separately or concurrently with another right, power or remedy.
- 41.3. A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy.
- 41.4. Failure by the Community Association to exercise or delay by the Community Association in exercising a right, power or remedy does not prevent its exercise later.
- 41.5. Unless a by-law states otherwise, approval by the Community Association under this management statement may be given by:
- (a) the Community Association at a general meeting; or
 - (b) the Executive Committee at a meeting of the Executive Committee.
- 41.6. The Community Association and the Executive Committee may impose conditions if they give an approval under this management statement.

42. SERVING AND RECEIVING NOTICES

- 42.1. A notice, demand, consent, approval, request or communication under this management statement must be in writing and be:
- (a) delivered personally to the addressee;
 - (b) left at the current address of the addressee;
 - (c) sent by pre-paid ordinary post to the current address of the addressee;
 - (d) sent to the current facsimile number of the addressee; or
 - (e) sent via email to the current email address of the addressee.
- 42.2. A notice issued under by-law 42.1 will be received as follows:
- (a) a notice or communication takes effect from the time it is received by the addressee or from the time specified in it (whichever is the later);
 - (b) a posted notice or communication is received on the 3rd day after it was posted;
 - (c) a facsimile is received:
 - (i) on the date of a transmission report from the machine that sent the facsimile that shows the whole facsimile was sent to the facsimile number of the addressee;
 - (ii) if the facsimile is sent after 5.00 pm, on the next Business Day; or
 - (iii) if the facsimile is sent on day which is not a Business Day, on the next Business Day; and
 - (d) an email is received on the date the sender's email account receives by return a non-automated email response from the addressee confirming receipt of the notice.

43. GST

- 43.1. The following definitions apply in this management statement:

GST means:

- (a) the same as in the GST Law; and
- (b) any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

43.2. Words defined in the GST Law have the same meaning as in this by-law 43 and:

- (a) if a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled; and
- (b) references to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.

43.3. A recipient of a taxable supply under this management statement must:

- (a) pay to the supplier an amount equal to any GST for which the supplier is liable on any supply by the supplier under this management statement, without deduction or set-off of any other amount; and
- (b) make that payment as and when the consideration or part of it must be paid or provided. If the recipient does not pay the GST at that time, then it must pay the GST within 7 days of a written request by the supplier for payment of the GST.

43.4. Each party making a taxable supply under this management statement must issue a tax invoice to the other party for each taxable supply within 10 Business Days of making the taxable supply.

43.5. If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (for example, a party's obligation to pay another party's legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

PART 5

BY-LAWS REQUIRED BY AUTHORITIES

44. DEFINITIONS IN THIS PART 5

44.1. In this Part 5, unless the context clearly indicates otherwise:

OPTC Maintenance Agreement means an agreement to be entered into between the Council as service provider, the Community Association and other members of the Town Centre Management Committee, at a time to be agreed between the parties which contains amongst other things the arrangements referred to in by-law 47.

Publicly Accessible Areas Management Plan or **PAAMP** means a plan of management, approved by Council, governing the use by the public of certain accessible areas within the Town Centre Parcel.

Town Centre Management Committee means the committee established under the Town Centre Management Statement.

Town Centre Management Statement means the management statement which governs the use and maintenance of the Town Centre Parcel.

Town Centre Parcel means those parts of the Community Parcel as identified in the Town Centre Management Statement.

Up-specification Works has the meaning given to it in by-law 47.2.

44.2. The OPTC Maintenance Agreement and the Town Centre Management Statement have the effect of arrangements under section 22 of the Management Act and charges to Owners and Occupiers of a Lot may be made on a user-pays basis under those arrangements and as specified and determined by the OPTC Maintenance Agreement and the Town Centre Management Statement.

45. PUBLICLY ACCESSIBLE AREAS MANAGEMENT PLAN

45.1. The Community Association and each Owner and Occupier of a Lot must comply with the terms of the PAAMP.

45.2. The Community Association and each Owner and Occupier of a Lot must comply with the directions of the Town Centre Management Committee regarding the use of the areas identified in the PAAMP as being publicly accessible.

45.3. This by-law 45 cannot be amended without the consent of Council.

46. TOWN CENTRE MANAGEMENT STATEMENT

46.1. Each Owner and Occupier of a Lot within the Town Centre Parcel must comply with the terms of the Town Centre Management Statement.

46.2. This by-law 46 cannot be amended without the consent of Council.

47. OPTC MAINTENANCE AGREEMENT

OPTC Maintenance Agreement

47.1. At any time after the time agreed between the parties, the Community Association must enter into the OPTC Maintenance Agreement when requested to do so by Council as the service provider. The entry into of the OPTC Maintenance Agreement may occur during the initial period.

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Up-specification Works

- 47.2. Under the OPTC Maintenance Agreement, Council as the service provider, will agree to carry out works or services including the provision of maintenance, repair, landscaping and cleaning services to certain areas within and immediately adjacent to the Community Parcel, to a service level above that which Council would ordinarily provide (**Up-specification Works**), in consideration for the payment of service fees by the parties to the OPTC Maintenance Agreement.

Effect of the OPTC Maintenance Agreement

- 47.3. The Council, as service provider, will provide base service level works and the Up-specification Works to the Community Association.
- 47.4. The Community Association, both as a member of the Town Centre Management Committee and as the entity in which the Community Property vests, is obliged to pay a service fee for the base service level works and the Up-specification Works.
- 47.5. Each Lot owner that is a member of the Town Centre Management Committee, is obliged to pay a service fee for the base service level works and the Up-specification Works.
- 47.6. The OPTC Maintenance Agreement will continue on a rolling annual basis and for so long as the Community Scheme exists.
- 47.7. The effect of the OPTC Maintenance Agreement is disclosed for the purposes of section 24(2)(a) of the Management Act.

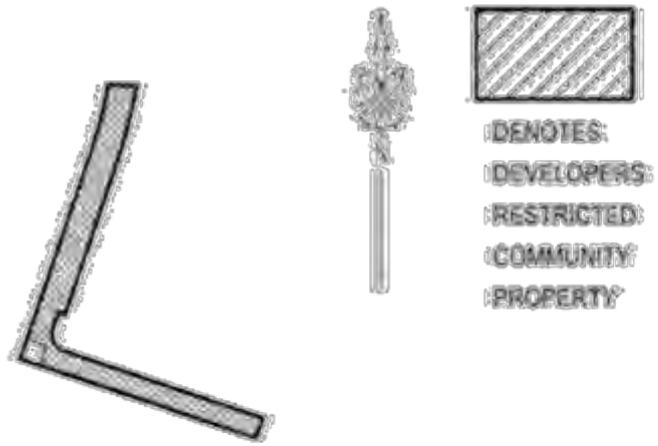
48. PRECEDENCE OF DOCUMENTS AND NO FETTER

- 48.1. To the extent of any inconsistency between this management statement and the Town Centre Management Statement, this management statement will prevail.
- 48.2. The provisions of this management statement will have no force or effect to bind the Council to the extent that an obligation imposed on the Council by this management statement:
- (a) will cause the Council to be in breach of any of its obligation at law or in equity;
 - (b) will limit or fetter in any way the Council's exercise of its statutory discretion, duty or function; or
 - (c) is inconsistent with any obligation imposed on Council arising from the *Local Government Act 1993* (NSW) or any other law.

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Attachment 3

PART 6
CONCEPT PLAN



Execution Page

EXECUTED by **PERICH PROPERTY PTY LTD** in accordance with section 127 of the Corporations Act:)
)
)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

EXECUTED by **[XXXX] PTY LTD** in accordance with section 127 of the Corporations Act:)
)
)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

SIGNED SEALED AND DELIVERED)
by)
as attorney for **Mortgagee** under registered)
power of attorney Book [] No [])
dated [] and the)
attorney has no knowledge of revocation of)
that power in the presence of:)

.....
Signature of Witness

.....
Attorney

.....
Name of Witness

.....
Address of Witness

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Certificate of Approval

It is certified:

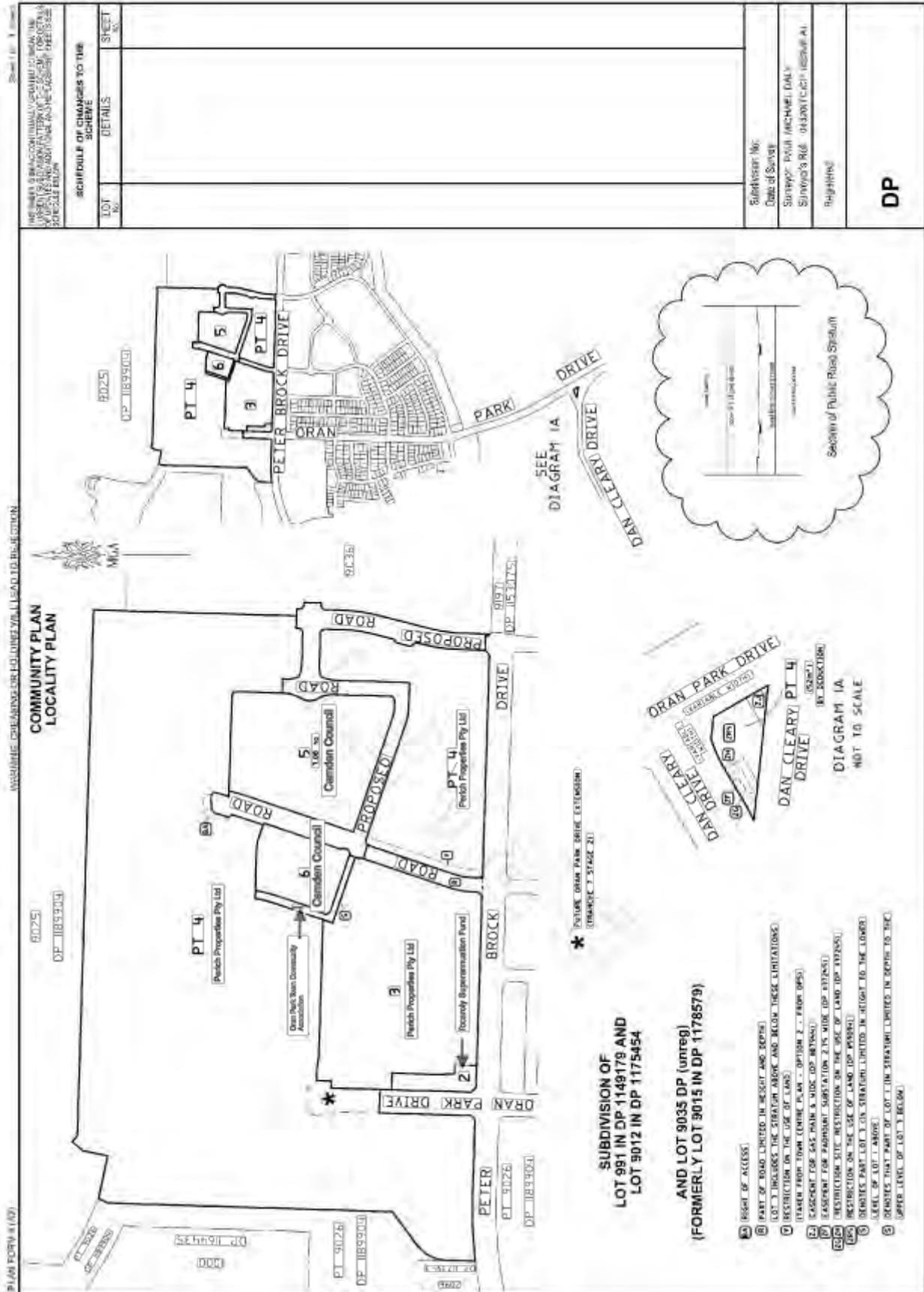
(a) that the consent authority has approved of the development described in Development Application No. _____ ; and

(b) that the terms and conditions of this management statement are not inconsistent with that development as approved.

Date:

Signature on behalf of consent authority:

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Attachment 4

**TOWN CENTRE MANAGEMENT
STATEMENT**

FOR

**ORAN PARK TOWN
CENTRE**

WARNING

The provisions of this management statement are copyright. Copying them or part of them is illegal and may result in exposure to criminal and civil proceedings unless the copy made is for a bona fide dealing or activity concerning the land to which this management statement relates.

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REFERENCE SCHEDULE

ITEM 1:
(Clause 1.1)

Retail Lot Owner

Name:
Address:
Fax Number:
Attention:

Council Lot Owner

Name:
Address:
Fax Number:
Attention:

Community Lot Owner

Name: **Community Association – DP270###**
Address:
Fax Number:
Attention:

ITEM 2:
(Clause 1.1)

Town Centre Parcel

The land comprising [lot ... in DP ...]

ITEM 3:
(Clause 1.1)

Development Lots

Lot Name	Title Reference
Retail Lot	Lot in DP270.....
Council Lot	Lot in DP270.....
Community Lot	Lot 1 in DP270.....

ITEM 4:
(Clause 8.1)

Public liability insurance

ITEM 5:
(Clause 1.1)

\$20 million

Community Plan

DP270.....

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PART A: "ORAN PARK TOWN CENTRE", TOWN CENTRE PARCEL AND THIS MANAGEMENT STATEMENT

1. INTERPRETATION

1.1. Definitions

In this statement:

Administrative Fund means a fund which is to be used to pay the day to day expenses of operating, maintaining, renewing and replacing Shared Services and operating and maintaining Town Centre Facilities, insurance costs, administrative costs and other costs in relation to the matters under this statement which are not Sinking Fund costs and into which the following may be paid:

- (a) regular contributions levied on and paid by Members;
- (b) the proceeds of disposal of any personal property of the Committee relating to the Town Centre Parcel that is not otherwise owned by the Owner or Occupier of a Lot; and
- (c) any fees paid to the Committee under **clause 10.2** of this statement.

Appointment Form means a form in or to the effect of the form in Schedule 5.

Authority means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body and includes statutory and local authorities having jurisdiction in respect of particular aspects of this statement.

Building Consultant means a person having the qualifications set out in **clause 7.2**.

Business Day means a day on which banks are open for general banking business in New South Wales (not being a Saturday, Sunday or public holiday in that place).

Committee is the management committee established and maintained under **clause 4** and required by the Subdivision Legislation.

Community Lot means the lot of that name referred to in Item 3.

Community Lot Owner means the party named in Item 1.

Council means Camden Council.

Council Lot means the lot of that name referred to in Item 3.

Council Lot Owner means the Owner of the Council Lot from time to time, which as at the date of registration of this statement, is the party named in Item 1 and which is intended to be the Council, as noted in **clause 2.3(b)**.

Developer means Greenfields Development Company No. 2 Pty Ltd (ACN 133 939 965).

Development Activities means anything to be done in connection with the development of the Town Centre Parcel, including:

- a) any form of demolition work, excavation work or landscaping work;
- b) any form of building work or work ancillary to or associated with building work, including the installation of Shared Services and the breakthrough of walls to create access routes;

- c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition;
- d) the subdivision of land forming part of the Town Centre Parcel;
- e) the conversion of land forming part of the Town Centre Parcel;
- f) the dedication of land forming part of the Town Centre Parcel; and
- g) activities relating to the sale, including sale by auction and leasing of Lots, the promotion of the "Oran Park Town Centre" and all ancillary activities relating to selling and leasing activities.

Development Lot means a community development lot in the Town Centre Parcel and includes, where the context suggests:

- (a) a Precinct Scheme created on the subdivision of such a community development lot;
- (b) a Strata Scheme created on the subdivision of such a community development lot,

but does not include:

- (c) a Strata Scheme created on the subdivision of a Precinct Development Lot;
- (d) a lot within the meaning of the *Strata Schemes (Freehold Development) Act 1973* (NSW) or the *Strata Schemes (Leasehold Development) Act 1986* (NSW);
- (e) a lot in a Neighbourhood Scheme; or
- (f) a lot in a Precinct Scheme.

Easements are the easements, easements in gross and public positive covenants registered under the Subdivision Legislation benefiting and burdening the Lots or parts of the Lots or relevant Authorities or implied under the Subdivision Legislation.

Emergency means an occurrence or a situation in which there is a real risk of harm, injury or death to a person or substantial damage being caused.

Financial Member is a Member who has paid to the Committee:

- (a) all Administrative Fund and Sinking Fund contributions; and
- (b) all other money,

owed by that Member to the Committee under this statement at that date.

Financial Year means any consecutive 12 month period which:

- (a) commences at midnight on 1 July; and
- (b) ends at midnight on the next 30 June,

except that the first Financial Year will be the period from the date of this statement up to midnight on the next 30 June.

First Valuation Period means the period of 5 years commencing on the date of registration of this statement.

GST means:

- (a) the same as in the GST Law; and
- (b) any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Lot means the Retail Lot, the Council Lot, the Community Lot and any lot arising out of a subdivision of any of these lots under the Subdivision Legislation.

Managed Investment Scheme means a managed investment scheme registered under the *Corporations Act 2001* (Cth).

Member means the Owner of a Development Lot within the Town Centre Parcel and who is entitled to be a member of the Committee as outlined in **clause 4.3**.

Membership Form means a form in or to the effect of the form in Schedule 4.

Neighbourhood Plan means a neighbourhood plan that subdivides a community development lot or a Precinct Development Lot under the *Community Land Development Act 1989* (NSW).

Neighbourhood Scheme means a neighbourhood scheme created when a Neighbourhood Plan is registered.

Occupier means any occupier, lessee or licensee of a Lot in the Town Centre Parcel.

OPTC Maintenance Agreement means a service agreement between Council as the service provider, each Member and the Community Lot Owner in its capacity as owner of the Community Lot, to be entered into at a time to be agreed between the parties for the provision of maintenance, repair, landscaping and cleaning services to the Shared Services and any other areas as determined from time to time in accordance with that agreement (to comprise an exhibit to this statement once entered into).

Oran Park Community Association means the community association constituted on registration of community plan referred to in Item 5.

Oran Park Community Scheme means the community scheme created under the *Community Land Development Act 1989* (NSW) on registration of the community plan referred to in Item 5.

Ordinary Resolution means a motion passed at a meeting of the Committee for which more than 50% of votes of Financial Members entitled to vote are in favour.

Outstanding Levy Certificate means a certificate provided by the Committee pursuant to **clause 10.3**.

Owner means and includes each and every registered proprietor of a Lot and where the context permits, their servants, agents and contractors, and each and every person who is entitled to an estate or interest in possession of a Lot in the Town Centre Parcel.

Owners Corporation means the owners corporation constituted on registration of a Strata Plan.

PAAMP or Publicly Accessible Areas Management Plan means the plan endorsed by Council for the management of the Publicly Accessible Areas, current as at the date of registration of this statement.

Plan means the plan of subdivision registered together with this statement.

Precinct Association means the precinct association constituted on registration of a Precinct Plan.

Precinct Development Lot means a lot in a Precinct Plan that is not:

- (a) Precinct Property, a public reserve or a drainage reserve; or
- (b) land that has become part of a Strata Scheme or Neighbourhood Scheme; or
- (c) a lot that has been severed from the Precinct Scheme.

Precinct Management Statement means the precinct management statement registered with a Precinct Plan.

Precinct Plan means a precinct plan that subdivides a community development lot under the *Community Land Development Act 1989* (NSW).

Precinct Property means the lot shown in a Precinct Plan as precinct property.

Precinct Scheme means a precinct scheme created when a Precinct Plan is registered.

Proxy Form means a form in or to the effect of the form in Schedule 6.

Publicly Accessible Areas means those areas identified in the Publicly Accessible Areas Management Plan, as approved by Council, for use by the public, which may from time to time include any Town Centre Facilities.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Representative is a natural person appointed by a Member.

Reputable Insurer means:

- (a) an insurance company considered by the Committee by Ordinary Resolution to be a reputable insurer; and
- (b) for any period when Council is an Owner, an insurance company that is on the panel of insurers adopted by Local Government Procurement (and in the absence of such a panel, an insurance company the Council is authorised to use).

Residential Lot means a lot that:

- (a) is used predominantly for residential purposes; and
- (b) is in a Precinct Scheme, Neighbourhood Scheme or a Strata Scheme within the Town Centre Parcel.

Resolution means an Ordinary Resolution or Unanimous Resolution, as the context requires.

Retail Centre House Rules means the rules that may be prescribed by the Retail Lot Owner from time to time regarding the minimum obligations required of the Occupiers and invitees of the Retail Lot whilst in the Retail Lot, including as to the work standards, the behavioural standards applicable to Occupiers and their invitees, security and after hours access, deliveries and loading docks, car parking, repairs and maintenance, use of common areas, fire safety and alarms, noise and vibration, environmental issues, safety, non-smoking environment and all other associated management issues.

Retail Lot means the lot of that name referred to in Item 3.

Retail Lot Owner means the Owner of the Retail Lot from time to time which, as at the date of registration of this statement, is the party named in Item 1.

Schedule means a schedule either comprising an exhibit to this statement tabled at the first meeting of the Committee or a schedule forming part of this statement, and updated from time to time as contemplated by this statement.

Senior Manager means the person holding the office from time to time of "manager" or "director" of a Member who is not the Representative of that Member.

Shared Cost means the costs listed in Schedule 2 (being an exhibit to this statement) in connection with the Shared Services and the Town Centre Facilities, and updated from time to time as contemplated by this statement.

Shared Services means the services, facilities and other things listed in Schedule 1 (being an exhibit to this statement) or as otherwise determined by the Committee pursuant to this statement.

Sinking Fund means a fund which is to be used to pay expenses and costs not otherwise payable from the Administrative Fund, including renewal and replacement of Shared Services and renewal of Town Centre Facilities, and capital, structural and non-periodic works to the Shared Services and to the Town Centre Facilities and into which the following amounts may be paid:

- (a) contributions in relation to capital, structural and non-periodic works to the Shared Services and to the Town Centre Facilities levied on or paid by Members;
- (b) any amounts paid to the Committee by way of discharge of insurance claims (unless otherwise payable into the Administrative Fund); and
- (c) any amounts received by the Committee which are not required or permitted to be paid into the Administrative Fund.

Strata Lot means a lot in a Strata Scheme.

Strata Plan means a strata plan registered according to the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Strata Scheme means a scheme created by subdividing a Development Lot (or part of a Development Lot) or a Precinct Development Lot by the registration of a Strata Plan.

Subdivision Legislation means:

- (a) to the extent this statement is a building management statement, the *Conveyancing Act 1919* (NSW) and the *Community Land Development Act 1989* (NSW); and
- (b) to the extent this statement is a strata management statement, the *Strata Schemes (Freehold Development) Act 1973* (NSW) and the *Strata Schemes Management Act 1996* (NSW),

and may, as the context permits, mean all or any of these.

Subdivision Plan means:

- (a) a plan which subdivides a Development Lot into two or more Development Lots;
- (b) a plan which subdivides a Development Lot into a Precinct Scheme;
- (c) a plan which subdivides a Development Lot into a Strata Scheme; or

- (d) a plan which subdivides a Precinct Development Lot into a Strata Scheme.

Subsidiary Body Scheme means a Precinct Scheme, a Neighbourhood Scheme or a Strata Scheme.

Substitute Representative means a natural person appointed by a Member to represent the Member as a substitute for the Representative of the Member.

Town Centre Facilities means those facilities and other things listed in Schedule 3 (being an exhibit to this statement), and updated from time to time as contemplated by this statement.

Town Centre Manager is the manager appointed by the Committee under **clause 6.2** to manage the Shared Services, the Town Centre Facilities and to perform functions for the Committee.

Town Centre Parcel means the land referred to in Item 2 and all improvements on that land and any additional land to which this statement may apply in the future as prescribed by this statement.

Unanimous Resolution means a motion passed at a meeting of the Committee for which no Financial Member entitled to vote casts a vote against.

Valuation Period means the period of 5 years.

1.2. Interpretation

- (a) In this statement, a reference to:
- (i) a thing includes the whole or each part of it;
 - (ii) a document includes any variation or replacement of it;
 - (iii) a day means the period starting at midnight and ending 24 hours later;
 - (iv) a month means a calendar month;
 - (v) "including" means "including without limitation";
 - (vi) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
 - (vii) a person includes executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
- (b) Words that this **clause 1.2** does not explain have the same meaning as they do in the Subdivision Legislation.
- (c) A reference in this statement to an "Owner" or "ownership" includes a reference to ownership of a long term leasehold interest (being a leasehold interest of 40 years or more).
- (d) The singular includes the plural and vice versa.
- (e) Headings are for convenience only and do not affect interpretation of this statement.
- (f) A reference to an "Item" is to the relevant Item in the reference schedule of this statement.
- (g) A word which suggests one gender includes the other genders.

- (h) If a word is defined, another part of speech has a corresponding meaning.
- (i) The Committee may exercise a right, power or remedy at its discretion and separately or with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent the Committee from exercising that or any other right, power or remedy. Failure by the Committee to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- (j) The rights, powers and remedies in this statement are in addition to those provided by law.
- (k) If the whole or any part of a provision of this statement is void, unenforceable or illegal, then that provision or part provision is severed from this statement and the remainder of this statement has full force and effect unless the severance alters the basic nature of this statement or is contrary to public policy.

2. ABOUT THIS STATEMENT

2.1. Rights and obligations

This statement:

- (a) confers rights and imposes obligations on the Owners and Occupiers of Lots in the Town Centre Parcel; and
- (b) contains procedures about meetings, financial management and the maintenance of Shared Services and Town Centre Facilities.

2.2. Paramount Objectives

The paramount objectives of this statement are to:

- (a) facilitate, in relation to:
 - (i) the Retail Lot, its use and operation as a regional shopping centre comprising components of an active town centre;
 - (ii) the Council Lot, its use as the civic centre of Oran Park; and
 - (iii) the Community Lot, its use and operation as a public area;
- (b) facilitate integrated use of the Shared Services and the Town Centre Facilities;
- (c) provide a mechanism for fair and equitable cost apportionment in respect of management, insurance, use and maintenance of Shared Services and Town Centre Facilities, and other costs affecting more than one of the Lots;
- (d) provide the parties with a structure for management and use of Shared Services and Town Centre Facilities; and
- (e) provide a mechanism for resolving disputes in respect of matters contained in this statement, decisions of the Committee and the failure of the Committee to act.

2.3. Good Faith and Acknowledgement

- (a) The Members agree and acknowledge that they must, at all times, act in the utmost good faith and with due consideration and care to the different uses of the Lots in the Town Centre Parcel and the commercial nature of the relationships of the Owners and Occupiers in the Town Centre Parcel, under this statement.
- (b) This statement has been prepared with the intention that the Council will become, at a point in time after the date of this statement, the Council Lot Owner. The

continued operation of this statement is not, however, subject to or conditional on the Council becoming the Council Lot Owner and this statement has effect whether or not Council becomes the Council Lot Owner.

2.4. Deed under seal

This statement has the effect as an agreement under seal.

2.5. Community Lot

This statement has the effect of an arrangement under section 22 of the *Community Land Management Act 1989* (NSW). The Oran Park Community Association agrees with the Owner of the Retail Lot and the Council Lot to provide amenities and services to those Owners, in the form of the amenities and services set out in this statement and as a member of the Committee and on the terms and conditions as set out in this statement.

3. WHO MUST COMPLY WITH THIS STATEMENT?

- (a) The following people must comply with this statement:
- (i) Retail Lot Owner;
 - (ii) Council Lot Owner;
 - (iii) Community Lot Owner;
 - (iv) any new Member arising out of a Subdivision Plan;
 - (v) if the Council Lot is subdivided by a Precinct Plan, the Precinct Association and the Owners of the Precinct Development Lots;
 - (vi) if a Precinct Plan or a community development lot is subdivided by a Strata Plan, the Owners Corporation and the Owners of the Strata Lots;
 - (vii) each Owner including each Owner of a Residential Lot;
 - (viii) each Occupier; and
 - (ix) each mortgagee in possession of any Lot in the Town Centre Parcel.
- (b) A person who must comply with this statement must not do anything to prevent any other person from complying with this statement.

PART B: RIGHTS AND OBLIGATIONS OF THE COMMITTEE**4. FORMATION AND OPERATION OF THE COMMITTEE****4.1. Functions of the Committee**

The Committee is responsible for ensuring the operational and managerial aspects of this statement are complied with for the benefit of the Members, Owners and Occupiers.

4.2. Establishing the Committee

The Members must:

- (a) establish the Committee within 3 months after the date of registration of this statement; and
- (b) always have a Committee.

4.3. Members of the Committee

- (a) The Members of the Committee comprise:
 - (i) the Owner of each Development Lot;
 - (ii) a new Member created under **clause 4.4**; and
 - (iii) any mortgagee in possession of a Development Lot, in lieu of the Owner of that Development Lot.
- (b) The Members of the Committee at the date of registration of this statement are:
 - (i) Retail Lot Owner;
 - (ii) Council Lot Owner; and
 - (iii) Community Lot Owner.

4.4. New Members

- (a) New Members of the Committee are created when a Development Lot is subdivided by a Subdivision Plan.
- (b) The new Member for a Development Lot created by a Subdivision Plan is the Owner of the new Development Lot.
- (c) Where the whole of a Development Lot is subdivided by a Precinct Plan, the new Member is the Precinct Association and the former Member (being the Owner of that Development Lot) is deemed to have retired.
- (d) Where the whole of a Development Lot is subdivided by a Strata Plan, the new Member is the Owners Corporation and the former Member (being the Owner of that Development Lot) is deemed to have retired.
- (e) A new Member must give the Committee a completed Membership Form as soon as practicable after becoming a new Member.

4.5. Representatives and Substitute Representatives

- (a) Each Member must appoint a Representative to represent it at meetings of the Committee.

- (b) Each Member may appoint a Substitute Representative to represent it at meetings of the Committee if its Representative cannot attend a meeting and, in this case, a Substitute Representative may represent and vote for the Member.
- (c) Each Member may appoint a new Representative or Substitute Representative at any time.
- (d) A Member must give the Committee an Appointment Form and a Proxy Form, as appropriate and in accordance with **clause 11.3**, when:
 - (i) it appoints a Representative or Substitute Representative; or
 - (ii) the contact details or proxy authorisation of a Representative or Substitute Representative change.

4.6. Specific functions of the Committee

In addition to any other functions contained in this statement, the functions of the Committee are to:

- (a) make decisions about the matters in this statement;
- (b) convene and hold meetings according to this statement;
- (c) arrange the operation, maintenance, renewal and replacement of Shared Services and the operation and maintenance of the Town Centre Facilities;
- (d) consider changes or additions to Shared Services and Town Centre Facilities;
- (e) regulate use of Shared Services and Town Centre Facilities;
- (f) effect insurances in compliance with the Subdivision Legislation and this statement;
- (g) monitor the performance by Members, Owners and Occupiers of their obligations under this statement and any applicable law;
- (h) monitor the performance of the Town Centre Manager;
- (i) determine and manage the signatories to the bank account to be established under **clause 12.6**; and
- (j) comply with this statement and any applicable law.

5. OFFICERS OF THE COMMITTEE

5.1. Appointment of officers

The Committee must appoint as officers by way of an Ordinary Resolution, a secretary, treasurer and chairperson.

5.2. Who must officers be?

Only a Representative can be an officer.

5.3. Appointment

A single individual may be appointed to hold more than one of the roles referred to in **clause 5.1**. There is no minimum or maximum term of office for an officer.

5.4. Performance of officer functions

An officer must perform its functions according to this statement, any applicable law and the directions of the Committee.

5.5. Procedure for appointing officers

The Committee must appoint its officers within 3 months after the date of registration of this statement.

5.6. New appointments and dismissal

The Committee:

- (a) may appoint new officers at any time by Ordinary Resolution;
- (b) must, within 3 months of the date of vacation, appoint a new officer if an existing officer vacates its position as an officer; and
- (c) may dismiss an officer from its position if the officer has failed to comply with **clause 5.4**, by Unanimous Resolution (with the Member whose Representative is the failing officer, prohibited from voting in this regard).

5.7. Vacating the position of an officer

An officer vacates the position of an officer if:

- (a) the officer ceases to be a Representative;
- (b) the Committee dismisses the officer from the position (under **clause 5.6(c)**);
- (c) the Committee appoints a new officer to fill the position (under **clause 5.6(a)**); or
- (d) the officer resigns in writing from the position, in which event, the officer must serve notice on the Committee of the resignation and the date from which the resignation will become effective.

5.8. Functions

The functions of the secretary, the treasurer and the chairperson are the same functions as prescribed under the Subdivision Legislation.

6. TOWN CENTRE MANAGER AND SERVICE PROVIDERS**6.1. Assistance for the Committee**

The Committee may, by Ordinary Resolution:

- (a) appoint a Town Centre Manager to assist in the operation, use and management of the Shared Services and Town Centre Facilities; and
- (b) enter into, or direct the Town Centre Manager to enter into, contracts with various service providers for the operation, maintenance, repair and replacement of the Shared Services.

6.2. Town Centre Manager

- (a) The Committee has the power, by way of Unanimous Resolution, to appoint and enter into an agreement with the Town Centre Manager to assist the Committee to perform its functions and, in particular, perform secretarial and financial functions (and those functions specifically identified from time to time via agreement).

- (b) The remuneration of the Town Centre Manager and the terms of the appointment of the Town Centre Manager will be determined by Unanimous Resolution of the Committee.
- (c) The Committee may, subject to **clauses 6.2(a), 6.2(d) and 6.2(e)** and the Subdivision Legislation, delegate its functions and the functions of its officers to the Town Centre Manager.
- (d) The Committee must not delegate any of the following functions to the Town Centre Manager:
 - (i) the function to delegate functions of the Committee or the Officers;
 - (ii) functions which the Committee may exercise only by Resolution;
 - (iii) functions which the Committee decides may be performed only by the Committee; or
 - (iv) the function to determine Administrative Fund and Sinking Fund contributions.
- (e) Despite the delegations contemplated by **clause 6.2(c)**, the Committee reserves the power for itself and its officers to continue to exercise functions delegated to the Town Centre Manager under the agreement with the Town Centre Manager.

7. BUILDING CONSULTANT

7.1. Use of a Building Consultant

- (a) The Committee must:
 - (i) engage a Building Consultant not later than the expiration of 2 years after registration of this statement to carry out a review of all (or, if decided by the Committee by Unanimous Resolution, only specific items of) the Shared Services and the Shared Costs; and
 - (ii) no more frequently than once every 5 years after the initial review is carried out under clause 7.1(a)(i), engage a Building Consultant for the purpose of reviewing and, if necessary, recommending amendments to the Shared Services and the Shared Costs.
- (b) Despite **clause 7.1(a)(ii)**, there is no obligation on the Committee to engage a Building Consultant under **clause 7.1(a)(ii)** if the Members have unanimously resolved not to do so or if the Members themselves have carried out a review and have otherwise unanimously agreed to any amendments to the Shared Services and the Shared Costs.
- (c) Nothing in this statement prevents the Members from reviewing, by agreement, the Shared Services and the Shared Costs more frequently than once every 5 years.

7.2. Qualifications

The Building Consultant must:

- (a) have at least 5 years experience in evaluating Shared Services and other related facilities contained in buildings and areas of a similar, size and type as the "Oran Park Town Centre" in the Town Centre Parcel;
- (b) have reasonable qualifications and practical experience in determining the use, management and cost of and the cost allocations for such Shared Services and other related facilities;

- (c) have no interest or duty which conflicts or may conflict with his or her function as expert; and
- (d) not be an employee, contractor or director of any of the Members.

7.3. Obligations of the Building Consultant

The Building Consultant must:

- (a) take into account any submissions made by the Members in relation to the existence, use, operation and cost of Shared Services;
- (b) determine, within 20 Business Days of appointment by the Committee, whether the Shared Services and the Shared Costs should be amended to more accurately and fairly reflect the existence and use of Shared Services and the allocation of cost in relation to Shared Services based on the following principles:
 - (i) a facility which is used or which provides a service to more than one Development Lot in the Town Centre Parcel must be included as a Shared Service; and
 - (ii) the allocation of Shared Costs in relation to Shared Services should be based on the use and enjoyment of Shared Services by the Development Lots in the Town Centre Parcel;
- (c) act as an expert and not as an arbitrator; and
- (d) provide the determination in writing and give the Committee a copy of the determination.

7.4. Determination of the Building Consultant

- (a) In providing its determination, the Building Consultant may:
 - (i) in its discretion and at its cost, engage other consultants, to assist the Building Consultant;
 - (ii) ask questions of the Members in relation to the existence, use, operation and cost of Shared Services;
 - (iii) access, at all reasonable times and on reasonable notice and in the company of either the Member or the Member's Representative if so required by the Member, a Member's Development Lot for the purpose of inspecting the Shared Services; and
 - (iv) access and review the books and records of Members and the Committee in relation to the existence, use, operation and cost of Shared Services.
- (b) The Members must:
 - (i) provide the access and answer the questions referred to in **clause 7.4(a)**; and
 - (ii) do everything reasonably requested by the Building Consultant to assist in determining the matters referred to in **clause 7.4(a)**.
- (c) The Building Consultant's determination is final and binding on the Committee and the Members without appeal so far as the law allows.
- (d) The costs of the Building Consultant will be a Shared Cost and will be paid by the Members in the proportions set out in the list of Shared Costs.

8. RIGHTS AND OBLIGATIONS OF THE COMMITTEE

8.1. Insurance requirements for the committee

- (a) The Committee must, subject to **clause 8.1(b)**:
- (i) procure the relevant Owner to insure the Shared Services and Town Centre Facilities under a damage policy in accordance with the requirements of the Subdivision Legislation;
 - (ii) procure the relevant Owner to effect public liability insurance in relation to Shared Services and Town Centre Facilities for a cover of not less than the amount set out in Item 4;
 - (iii) effect building insurance with a Reputable Insurer;
 - (iv) procure the relevant Owner to effect machinery breakdown insurance for plant and equipment forming part of a Shared Service or Town Centre Facility;
 - (v) effect workers compensation insurance (if required by law);
 - (vi) effect enough insurance cover to pay for increased costs including maintenance and repair costs and increases in value, during the period of insurance;
 - (vii) effect insurance against the possibility of the Members becoming jointly liable by reason of a claim arising in respect of any other occurrence against which the Committee decides to insure; and
 - (viii) effect insurance against any damages for which the Committee could become liable by reason that, without fee or reward or expectation of fee or reward, a person acting on behalf of the Committee does work in the Town Centre Parcel.
- (b) In the event a Member effects any of the insurances listed in **clause 8.1(a)** on behalf of all the Members:
- (i) the Committee must arrange the necessary reimbursement for the cost of such insurance policies, as a Shared Cost;
 - (ii) that Member must provide the Town Centre Manager with a current certificate of currency and copy of the policy of such insurance, on request;
 - (iii) such insurance must, as a minimum, note the interest of the Owner of the Development Lot who shares or has the use of the Shared Service that is situated in the Member's Lot, or name that Owner as an insured party on the policy;
 - (iv) the Member must, at least once a year, review the current insurance policies to decide whether it needs to adjust those policies having regard to any potential increase in risk or a new risk which the Member is aware; and
 - (v) the Committee must inform the other Members of the existence of the insurance obtained by the Member.
- (c) Subject to **clause 8.1(d)**, the Committee must have the component parts of the Town Centre Parcel valued for insurance purposes at least once during every Valuation Period. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (i) a minimum of 5 years experience; and
 - (ii) experience in valuing for insurance purposes areas such as the "Oran Park Town Centre" in the Town Centre Parcel.
- (d) If the Committee resolves, by Ordinary Resolution, that it is not practicable to have the component parts of the Town Centre Parcel valued as outlined in **clause 8.1(c)**, then each Member must carry out such valuation and inform the Committee of the valuation assessment.
- (e) The Committee, or each Member as the case may be, must have the first valuation carried out before the end of the First Valuation Period.
- (f) The Committee, or each Member as the case may be, must insure the relevant component parts of the Town Centre Parcel for the sum determined by the valuer or quantity surveyor.
- (g) The Committee, or each Member as the case may be, must:
- (i) apply any payments it receives under the building policy for the Shared Services or Town Centre Facilities to rebuild or reinstate the damaged parts of the Shared Services and Town Centre Facilities; and
 - (ii) use its reasonable endeavours to rebuild or reinstate the damaged parts of the Shared Services and Town Centre Facilities within a reasonable time,
- having regard to the agreement between the Members in **clause 13.8(b)**.
- (h) The Committee may effect other types of insurance including:
- (i) office bearers' liability insurance if it appoints office bearers other than a chairperson; and
 - (ii) other insurances which the Committee resolves by Ordinary Resolution, to effect.
- (i) Each year, the Committee must:
- (i) review its current insurance policies;
 - (ii) decide whether it needs new policies and, if so, effect those policies;
 - (iii) decide whether it needs to adjust current policies and, if so, adjust those policies; and
 - (iv) include a motion on the agenda to be determined by Ordinary Resolution, for a meeting of the Committee to determine the matters in this **clause 8.1**.
- (j) The Committee, or Member (if the insurance is effected by a Member), must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee or the Shared Services or the Town Centre Facilities.

8.2. Keeping books and records

- (a) The Committee must keep books and records relating to the operations, management and administration of the Shared Services and Town Centre Facilities.

- (b) The Committee must keep copies of its records for at least 7 years from the date of the record.

8.3. Power of the Committee to act on behalf of the Members

- (a) The Committee may act on behalf of the Members as follows:
 - (i) each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Members and take legal proceedings about:
 - (A) the failure of a Member to pay contributions; and
 - (B) the failure of a Member, Owner or Occupier to comply with its obligations under this statement; and
 - (ii) each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by the Committee.
- (b) This **clause 8.3** does not prevent a Member from taking legal proceedings in its own name.
- (c) Before commencing any legal action under **clause 8.3(a)**, the Committee must first serve notification of the default on the relevant Member and provide that Member with a reasonable period of time in which to rectify the default.

8.4. OPTC Maintenance Agreement

- (a) At any time after the time agreed between the parties, each Member agrees to enter into the OPTC Maintenance Agreement when requested to do so by Council as service provider. Each Member is bound by the provisions of the OPTC Maintenance Agreement after entry into of that agreement. The performance of and compliance with the terms and conditions of the OPTC Maintenance Agreement is an obligation on each Member and this clause is a covenant by which the Members jointly and severally agree to be bound by the provisions of the OPTC Maintenance Agreement. The provisions of section 196I of the *Conveyancing Act 1919* (NSW) apply.
- (b) Each Member acknowledges the purpose of the OPTC Maintenance Agreement is to document the arrangements for the provision of services by the Council to a service level above that which Council would ordinarily provide, in consideration for the payment of service fees by the Members as Owners and by the Community Lot Owner as the owner of the community property within the Oran Park Community Scheme.

PART C: RIGHTS AND OBLIGATIONS OF MEMBERS, OWNERS AND OCCUPIERS**9. OBLIGATIONS OF MEMBERS, OWNERS AND OCCUPIERS****9.1. Obligations of Members and Owners**

- (a) In addition to any other obligations contained in this statement, Members and Owners must:
- (i) promptly comply with their obligations under this statement and any applicable law;
 - (ii) use its reasonable endeavours to ensure that an Occupier of its Lot does nothing to cause the Owner to be in breach of the Owners' obligations under this statement and any applicable law;
 - (iii) repair and maintain their Lot and keep their Lot in good working order and condition and in a clean and habitable state;
 - (iv) in regard to a Development Lot that is subdivided by a Precinct Plan or a Strata Plan, ensure the Precinct Management Statement and Strata Scheme's by-laws (as applicable) contain an obligation to be bound by this statement and an acknowledgment of the existence of this statement;
 - (v) promptly pay the contributions for Shared Services and Town Centre Facilities and other amounts the Member or Owner owes to the Committee under this statement;
 - (vi) effect and maintain the insurances required by this statement and the Subdivision Legislation (if any);
 - (vii) in regard to building insurance claims, a Member or Owner must, in addition to the obligations on a Member under **clause 8.1(g)** regarding Shared Services and Town Centre Facilities:
 - (A) apply any payments received under a building policy effected by the Committee or by the Member under **clause 8.1** to rebuild or reinstate the damaged areas of that Member's or Owner's part of the Town Centre Parcel; and
 - (B) use its reasonable endeavours to rebuild or reinstate that Member's or Owner's part of the Town Centre Parcel within a reasonable time,
 having regard to the agreement between the Members in **clause 13.8(b)**;
 - (viii) make sure the Committee is properly constituted;
 - (ix) comply with decisions of the Committee;
 - (x) implement decisions of the Committee;
 - (xi) not interfere with services used by any other Member, other Owner or Occupier;
 - (xii) comply with the Easements applicable to that Member's or Owner's Lot; and
 - (xiii) ensure that necessary components of the Publicly Accessible Areas on that Member's or Owner's Lot are available for pedestrian egress in the event of an Emergency.

- (b) Every Member and Owner is liable for damage or loss it causes to each other Member or Owner if the Member or Owner causing the loss does or fails to do something under this statement. The liability of the Member or Owner causing the loss does not include damage or loss caused or contributed to by the Member or Owner suffering the damage or loss.
- (c) In **clause 9.1(b)**, a reference to a Member or Owner includes the Representative, Substitute Representative, contractors, employees and agents of the Member or Owner, as applicable.

9.2. Obligations of Occupiers

In addition to any other obligations contained in this statement, Occupiers must:

- (a) promptly comply with the obligations under this statement and any applicable law;
- (b) not interfere with services used by any Member, Owner or other Occupier; and
- (c) comply with the Easements applicable to that Occupier's Lot.

9.3. Member's contact details

- (a) Each Member must give the Committee a completed Membership Form and an Appointment Form at the first meeting of the Committee.
- (b) A new Member must provide the Committee with a Membership Form as soon as practicable after becoming a new Member.
- (c) If a Member leases or licences its Development Lot, the Member must provide the Committee with the Occupier's name and current address, telephone number, facsimile number and email address as soon as practicable after the lease or licence commences. Such information is to be in the form of the Membership Form. This **clause 9.3(c)** does not apply to the Retail Lot (or to any Lot owned by the Retail Lot Owner) or to the Residential Lots.
- (d) If a Member's Development Lot is made the subject of a Subsidiary Body Scheme, the contact details of the Subsidiary Body Scheme are the contact details of the licensed strata or community manager appointed by that Subsidiary Body Scheme. If the Subsidiary Body Scheme does not appoint a strata or community manager and is self-managed, then the contact details are to be those of the secretary of the Subsidiary Body Scheme.
- (e) On request by the Town Centre Manager, the Retail Lot Owner agrees to pass any notifications regarding matters under this statement onto the Occupiers in the Retail Lot.

9.4. Things done by a Representative

Anything done by a Representative or a Substitute Representative for the Member who appointed them has the same effect as if the Member did it.

10. RIGHTS OF MEMBERS, OWNERS AND OCCUPIERS

10.1. Access Rights and Conditions

- (a) When the Committee and Members exercise a right to access a part of the Town Centre Parcel, they must not interfere unreasonably with the lawful use of that area by another Member, Owner or Occupier.
- (b) In an Emergency, a Member must give other Members access to fire stairs, passages and all other egress routes in the Member's part of the Town Centre Parcel necessary to exit the Town Centre Parcel; and

- (c) A Member, Owner or Occupier must give the Committee and other Members with the entitlement to use the relevant Shared Services, access to use that Shared Services located in the Member's or Owner's part of the Town Centre Parcel, in accordance with this statement and for the intended use of that Shared Service.
- (d) Subject to **clause 10.1(g)**, a Member, Owner or Occupier must give the Committee or any person authorised by the Committee access to maintain, repair and replace Shared Services located in or adjacent to any part of the Town Centre Parcel owned or controlled by that Member, Owner or Occupier, in accordance with this statement.
- (e) The Committee must give reasonable notice to a Member, Owner or Occupier before it requires access to any part of the Town Centre Parcel owned or controlled by that Member, Owner or Occupier to maintain, repair or replace Shared Services, in accordance with this statement.
- (f) Except in an Emergency, the Committee and Members may gain access under this **clause 10.1** to parts of the Town Centre Parcel containing Shared Services only:
 - (i) during the hours determined by the Committee or reasonably agreed to by the relevant Member; and
 - (ii) subject to this statement, according to the reasonable requirements of the relevant Member.
- (g) The right of the Committee to access a part of the Town Centre Parcel to carry out maintenance, repair or replacement works to Shared Services only arises in the event the Owner of that part of the Town Centre Parcel that contains the Shared Service in question has failed to maintain, repair or replace the Shared Service as resolved by the Committee by Ordinary Resolution.
- (h) Nothing in this **clause 10.1** prevents a Member, Owner or Occupier from reaching an agreement with another Member, Owner or Occupier regarding access to their Lot on agreed terms and conditions provided such agreement would not derogate from the rights of other Members, Owners or Occupiers who are not a party to that agreement.

10.2. Inspecting the books and records of the Committee

- (a) A Member, Owner or Occupier (or a person authorised in writing by them) may inspect the books and records of the Committee.
- (b) The procedure for inspecting the books and records of the Committee includes:
 - (i) applying in writing to the Committee or secretary; and
 - (ii) paying to the Committee an inspection fee of \$26.00 for the first hour of the inspection (**Initial Inspection Fee**) and \$13.00 for each half hour after that (or other such amounts as the Subdivision Legislation may require for the inspection of the books and records of an Owners Corporation).
- (c) The secretary must allow an applicant to inspect the books and records within 10 Business Days after the receiving the written application and payment of the Initial Inspection Fee.
- (d) At the cost of the applicant, the applicant may take extracts from or copy the books and records of the Committee. The applicant cannot remove the books and records unless the Committee agrees.

10.3. Obtaining an Outstanding Levy Certificate

- (a) A Member (or a person authorised in writing by a Member) or Owner may apply to the Committee or treasurer for an Outstanding Levy Certificate.
- (b) The procedure for obtaining an Outstanding Levy Certificate includes:
 - (i) applying in writing to the Committee or treasurer; and
 - (ii) paying to the Committee a fee in the amount prescribed by the Subdivision Legislation.
- (c) The treasurer must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the application:
 - (i) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable;
 - (ii) the amount of the regular periodic Sinking Fund contributions and the periods for which the contributions are payable;
 - (iii) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions (if any);
 - (iv) the amount of any special levy Sinking Fund contribution (if any);
 - (v) the amount and rate of interest payable to the Committee under this statement (if any); and
 - (vi) any other information the Committee instructs the treasurer to include in the Outstanding Levy Certificate.
- (d) The treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving the written application and payment of the fee (set out in **clause 10.3(b)(ii)**).
- (e) An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in the Town Centre Parcel.

PART D: MEETING PROCEDURES AND RESOLUTIONS**11. MEETING PROCEDURES AND RESOLUTIONS****11.1. Decisions of the Committee**

The Committee may only make decisions:

- (a) in accordance with this statement;
- (b) at a properly convened meeting of the Committee or in writing; and
- (c) by Ordinary Resolution or Unanimous Resolution (as the case may be).

11.2. Meetings of the Committee

- (a) The secretary of the Committee must convene a meeting of the Committee:
 - (i) if the Committee decides to hold a meeting;
 - (ii) if any Member asks for a meeting:
 - (A) within the time asked for; or
 - (B) if no specific time was asked for, within 10 Business Days of being asked;
 - (iii) if it is necessary to appoint a new officer of the Committee;
 - (iv) at least every 12 months; or
 - (v) immediately if during or after an Emergency.
- (b) Subject to this statement, the Committee may meet to conduct its business, adjourn and otherwise regulate its meetings as it thinks fit.
- (c) Meetings held because of an Emergency can be held by telephone.

11.3. Notices of Meetings and Representatives and Substitute Representatives

- (a) Subject to this **clause 11.3(a)** and **clause 11.3(b)**, the secretary must give each Member at least 10 Business Days notice of a meeting of the Committee or, if all Members agree, a shorter notice period. The notice must include:
 - (i) the time, date and venue of the meeting; and
 - (ii) an agenda for the meeting.

The secretary of the Committee may give less than 10 Business Days notice if there is an Emergency and it is necessary for the Committee to meet immediately.

- (b) The agenda for the meeting of the Committee must include details of all business the Committee will deal with at the meeting so that the Committee cannot deal with business that is not on the agenda for the meeting.
- (c) If the contact details or proxy authorisation for a Member's Representative or Substitute Representative change, the Member must give notice of such change to the Committee via an Appointment Form and a Proxy Form, as applicable.
- (d) A notice given in accordance with **clause 11.3(a)** takes effect when the Committee receives the notice.

- (e) Despite any other clause, whilst the Council is the Owner of the Council Lot, the Council may, at any time before the meeting of the Committee is held, provide notice to the other Members of the Committee that the Council wishes to defer consideration of any item on the agenda to a later date (being a date no later than 7 Business Days after the date of the meeting). The Council may only defer an item on the agenda once.

11.4. Decisions made in writing

The Committee may vote on motions in writing if:

- (a) the secretary of the Committee has served notice of the meeting according to **clause 11.3(a)**;
- (b) the secretary of the Committee has given each Member a voting paper with the notice of the meeting; and
- (c) the required Members or number of Members have approved the motions in the agenda in writing (by completing the voting paper) and returned the voting paper to the secretary before the meeting commences.

The voting on the motion is to occur at the meeting date and time specified in the notice of the meeting and if the motion is carried, it becomes a resolution at that specified date and time.

11.5. Minutes of meetings

The secretary of the Committee must distribute minutes of meetings of the Committee to each Member within 10 Business Days after the meeting.

11.6. Quorum Requirements

- (a) A quorum at a meeting of the Committee is the Representatives or, in the absence of Representatives, the relevant Substitute Representatives, present in person or by proxy comprising a majority of the total number of Members.
- (b) If a quorum is not present within 30 minutes after a meeting of the Committee is due to commence, the Committee must adjourn the meeting to a time and place determined by the chairperson of the Committee but being no more than one month after the meeting. The secretary of the Committee must give notice of an adjourned meeting to each Member at least 3 Business Days before the adjourned meeting. For the purposes of this **clause 11.6(b)**, a quorum at an adjourned meeting of the Committee is the Representatives or Substitute Representatives for 2 Members.

11.7. Voting rights of Members and the value of each Member's vote

- (a) Each Member's vote at a meeting of the Committee must be exercised as follows:
 - (i) to exercise its voting rights, a Member must be a Financial Member immediately before the commencement of the meeting;
 - (ii) either by the Member (via the Representative or Substitute Representative) or the properly appointed proxy or attorney of the Member, Representative or Substitute Representative;
 - (iii) in the case of a deadlock, the matter in question must be resolved by expert determination pursuant to **clause 19**;
 - (iv) Members may only vote in relation to a Resolution regarding Shared Services or Town Centre Facilities which:

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- (A) are or will be situated in that Member's Lot; or
 - (B) the Member is or will be required to make a contribution to under **clause 9.1**; or
 - (C) are or will be situated in that Member's Lot and the Member is or will be required to make a contribution to under **clause 9.1**; and
- (v) any motion to recover or facilitate the recovery of unpaid contributions, expenses, interest and other money owed to the Committee, will be resolved if Council votes in favour of the motion, irrespective of what votes are cast against the motion.
- (b) The value of the vote of each Member entitled to vote is:
- (i) in relation to a Resolution regarding a Shared Service, the same proportion as the percentage of the cost the Member is or will be allocated for that Shared Service as a Shared Cost; and
 - (ii) in relation to a Resolution other than a Resolution regarding a Shared Service, one (that is, "one Member, one vote").
- (c) A Member who is not a Financial Member cannot vote at a meeting of the Committee although the Member may attend and address meetings.
- (d) A Representative or Substitute Representative for a Financial Member must vote at a meeting of the Committee according to any instructions by the Member who appointed them.
- (e) The following restrictions on voting apply:
- (i) the chairperson does not have a casting vote at a meeting of the Committee; and
 - (ii) the Town Centre Manager does not have a vote at a meeting of the Committee.

11.8. Ordinary and Unanimous Resolutions

The Committee can only make decisions by Resolution as outlined in Schedule 7.

PART E: FINANCIAL MANAGEMENT**12. FINANCIAL MANAGEMENT****12.1. Establishment of Funds**

- (a) Within 3 months after the date of registration of this statement, the Committee must establish an Administrative Fund.
- (b) Within 3 months after the date of registration of this statement, the Committee may establish a Sinking Fund.

12.2. Preparing budgets

- (a) The Committee must prepare a budget for each 12 month period being a Financial Year showing:
 - (i) how much money it will need during that period for contributions to the Administrative Fund and the Sinking Fund;
 - (ii) income the Committee estimates it will receive in that period (including fees, if any, to be paid to the Committee under any arrangements); and
 - (iii) the proportion and the amount of the proportion to which each Member must contribute to Shared Services and Town Centre Facilities for that period.
- (b) The budget preparation must consist of:
 - (i) an indicative budget estimate by the end of February preceding the new Financial Year; and
 - (ii) the final budget, for approval and adoption by the Committee, by the end of May preceding the new Financial Year.
- (c) The Committee must prepare its first budget within 3 months after the date of registration of this statement for approval and adoption by the Committee within a further one month period.
- (d) The Committee must budget enough money to comply with its obligations under this statement, the Subdivision Legislation and any registered encumbrances and affectations including a contingency component of not more than 5% of the total budget for the initial budget period and not more than 2% of the total budget for each subsequent Financial Year.
- (e) The Committee may extend or shorten a 12 month budget period, commencing 1 July and ending 30 June each year, to accommodate the date this statement takes effect.

12.3. Determining Contributions

- (a) The Committee must levy Members the contributions it will need for the Administrative Fund and the Sinking Fund for each Financial Year (or longer or shorter first period as may be applied by **clause 12.2(e)**) and such levy must specify:
 - (i) whether Members must pay the contributions in a lump sum or by instalments; and
 - (ii) the dates on which Members must pay contributions (eg the first day of a month or quarter).

- (b) The Committee may by Ordinary Resolution determine contributions. The amount of contributions:
 - (i) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund; and
 - (ii) for the Sinking Fund, must be the amount determined by the Committee in the budget for the Sinking Fund.
- (c) The Committee must levy Members the contributions it will need for the Administrative Fund and the Sinking Fund for each Financial Year in the following manner:
 - (i) the amount of contributions must be consistent with the budget prepared by the Committee under **clause 12.2**;
 - (ii) the Committee must levy the first contributions within 3 months after the date of registration of this statement; and
 - (iii) the contribution cycle must coincide with the budget period in **clause 12.2**.
- (d) The Committee must determine contributions for each Financial Year at a meeting of the Committee. Before the meeting, the Committee must give each Member:
 - (i) the budget prepared according to **clause 12.2**;
 - (ii) the current audit report prepared according to **clause 12.4**; and
 - (iii) the current financial statement prepared according to **clause 12.4**.
- (e) The Committee must determine and levy Members additional contributions:
 - (i) to the Administrative Fund if it cannot pay Administrative Fund debts for a 12 month contribution period;
 - (ii) to the Sinking Fund if it cannot pay Sinking Fund debts for a 12 month contribution period; and
 - (iii) at a meeting of the Committee provided that before the meeting, the Committee must give each Member a budget for the remainder of the 12 month contribution period which shows:
 - (A) how much money the Committee will need for the remainder of the period for the fund for which the additional contribution will be levied; and
 - (B) income that the Committee knows it will receive for that fund during the remainder of the period.
- (f) Subject to the obligation to pay additional contributions under **clause 12.3(e)**, a Member must pay the proportion of Administrative Fund and Sinking Fund contributions as set out in the list of Shared Costs.

12.4. Preparing financial statements

- (a) Within 2 months after the end of each Financial Year, the Committee must:
 - (i) have its accounts audited by a qualified auditor; and
 - (ii) prepare a financial statement for each of its accounts.

- (b) A financial statement must be for the Financial Year just ended (or that relevant part of the Financial Year just ended in the case of the first financial statement).
- (c) A financial statement must show, for each of the Administrative Fund and the Sinking Fund and each Member's account:
 - (i) a statement of income and expenditure;
 - (ii) the balance carried forward from the last period;
 - (iii) particulars and amounts of each item of income;
 - (iv) particulars and amounts of each item of expenditure;
 - (v) the cash in the fund at the end of the period;
 - (vi) the balance of the fund;
 - (vii) contribution arrears for each Member;
 - (viii) the amount of credit or debit in the fund; and
 - (ix) other relevant information.
- (d) The Committee must provide each Member with a copy of the audited accounts and financial statements, no later than the end of September, for the Financial Year just ended.

12.5. Paying contributions

- (a) Subject to **clause 12.5(b)**, the Committee must, at least 30 days before a contribution is due, give each member a written notice showing, for each of the Sinking Fund and the Administrative Fund:
 - (i) the total contribution to be raised;
 - (ii) the portion of the contribution the Member must pay; and
 - (iii) the date the payment is due.
- (b) If the Committee has to immediately raise funds in response to an Emergency or a cash shortfall requiring funds urgently, it may give less than 30 days notice of the contribution.

12.6. Banking money and interest on accounts

- (a) The Committee must:
 - (i) establish and maintain a bank account on behalf of the Members; and
 - (ii) deposit all contributions and other money paid to the Committee into the bank account.
- (b) The Committee may only withdraw money from its bank account to exercise functions and comply with its obligations under or arising from this statement and the Subdivision Legislation.
- (c) If the Committee appoints a Town Centre Manager, the Committee may require the Town Centre Manager to deposit and hold its funds in a trust account established under the *Property, Stock and Business Agents Act 2002 (NSW)* in compliance with **clause 12.6(a)**.

- (d) If the Committee's bank account earns interest, the Committee may pay it to the Members according to **clause 12.8**.

12.7. Late payments and recovery of contributions, interest and other amounts

- (a) Member, Owners and Occupiers must pay to the Committee interest:
 - (i) on any amount that Member, Owner or Occupier owes under this statement but does not pay on time; and
 - (ii) from (and including) the date on which the payment was due until the date it was paid.
- (b) The Committee must calculate the interest on a simple interest basis on daily balances at the rate prescribed under section 20A of the *Community Land Management Act 1989* (NSW).
- (c) The Committee may recover unpaid contributions and other money owed to it, including the expenses of the Committee incurred in recovering those amounts under this statement, on an indemnity basis, as a debt. The Committee may proceed with legal action to recover any such debt without reference to **clause 19**.
- (d) Without limiting the generality of **clause 12.7(c)**, the Committee will be entitled to recover from a Member, Owner or Occupier as an expense:
 - (i) any fees charged or disbursements incurred by the Town Centre Manager for sending account reminders, instructing third parties in the collection of any amount due, calling, conducting or attending any meeting predominantly related to the recovery of any amount due as a debt by any Member, Owner or Occupier;
 - (ii) the costs and disbursements of any solicitor or agent incurred by the Committee in the recovery of any amount due on an indemnity basis;
 - (iii) the costs of any enquiries made to ascertain the whereabouts of the Member, Owner or Occupier or made in relation to the Member, Owner or Occupier, any property of the Member, Owner or Occupier of anyone associated or reasonably thought to be associated with the Member, Owner or Occupier; and
 - (iv) any GST payable by the Committee on any expense recoverable from a Member, Owner or Occupier.
- (e) The Committee and the Town Centre Manager are each authorised to take all steps necessary to recover contributions, interest and any amount due as a debt to the Committee pursuant to this **clause 12.7** including instructing a solicitor.
- (f) The Committee is entitled to recover any expense due under this **clause 12.7** in either the same action or a separate action from the one in which it seeks to recover contributions, interest or any other money owed to it.
- (g) Any expense of the Committee which is recoverable from a Member, Owner or Occupier pursuant to this **clause 12.7** will become due and payable at such time as the Committee becomes liable to pay that expense.
- (h) Notwithstanding any direction by a Member, Owner or Occupier to the contrary, the Committee is entitled, in its absolute discretion, to set off any monies received from a Member, Owner or Occupier against any amount due as a debt by that Member, Owner or Occupier to the Committee.
- (i) If:

- (i) immediately before the time a person becomes a Member, there was a liability for an outstanding contribution relating to the Lot acquired by the Member, the Member is liable jointly and severally with the former Member for the payment of the outstanding contribution and interest on the contribution;
- (ii) subject to **clause 12.7(i)(iii)**, immediately before the time a new Member is created, there was a liability for an outstanding contribution relating to the Lot from which the new Member was created, the new Member is liable jointly and severally with the former Member for the payment of the outstanding contribution and interest on the contribution; and
- (iii) the new Member acquires part only of a Lot and there was a liability for an outstanding contribution relating to the whole of that Lot, the new Member is liable jointly and severally with the former Member for the payment of that portion of the outstanding contribution which the unit entitlement of the new Member's Lot bears to the aggregate unit entitlement of all the other Lots which form part of the former Member's Lot (being such unit entitlements allocated to those Lots pursuant to the *Community Land Management Act 1989* (NSW)), and interest on that portion.

12.8. Dealing with surplus funds

- (a) If there is surplus money in the Administrative Fund or Sinking Fund at the end of a budget cycle under **clause 12.2**, the Committee may allocate credits against a Member's account in shares decided by the Committee.
- (b) When deciding the proportions for allocation of credits according to this **clause 12.8**, the Committee must have proper regard (as far as practicable) to the proportions which each Member contributed to the surplus funds.
- (c) The Committee may only decide to allocate credits to a Member's account under this **clause 12.8** by Unanimous Resolution.

12.9. Paying contributions when there is a dispute

- (a) A Member is not excused from paying Administrative Fund contributions, Sinking Fund contributions or other amounts owed to the Committee under this statement because of a dispute or a disagreement with the Committee (eg a dispute about the amount of a payment).
- (b) If a Member has a dispute or disagreement with the Committee about the amount of Administrative Fund or Sinking Fund contributions or other amounts it owes to the Committee, the Member must continue to pay its contributions at the rate determined according to this statement. After the dispute is resolved, the Member and the Committee must pay each other any amounts to make the necessary adjustments.
- (c) A Member's rights against the Committee are not affected if it continues to pay Administrative Fund and Sinking Fund contributions according to this **clause 12.9** and **clause 11.7(a)(i)** continues to apply regarding the voting rights of a Member.

PART F: SHARED SERVICES, TOWN CENTRE FACILITIES AND SHARED COSTS**13. SHARED SERVICES, TOWN CENTRE FACILITIES AND SHARED COSTS****13.1. Shared Services**

Shared Services are privately owned services, facilities, machinery, plant and equipment, areas and other things in the Town Centre Parcel used by more than one Member or located in one Development Lot and used by the Owner or Occupier of one or more other Development Lots. Shared Services may include:

- (a) landscaping (including streetscape maintenance and cleaning) within the Town Centre Parcel;
- (b) security within the Town Centre Parcel;
- (c) pipes, wires, cables and ducts, fixtures, fittings and services which are connected to or form part of a Shared Service, but excluding any of those things which exclusively service a Member's part of the Town Centre Parcel;
- (d) any areas, such as rooms, in which Shared Services are located;
- (e) maintenance, repair, operation, cleaning and replacement of Shared Services;
- (f) maintenance, repair, operation and cleaning of Town Centre Facilities;
- (g) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Services and in the maintenance, repair, operation and cleaning of Town Centre Facilities;
- (h) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Services and in the maintenance, repair, operation and cleaning of Town Centre Facilities;
- (i) the cost of an inspection of Shared Services or Town Centre Facilities by an Authority;
- (j) certification of Shared Services or Town Centre Facilities for the purposes of the law;
- (k) costs for the Town Centre Manager and the insurances effected by the Committee (or the Members) for the buildings within the Town Centre Parcel in accordance with the Subdivision Legislation and this statement, including building insurance, public liability insurance for Shared Services, Town Centre Facilities and workers compensation insurance;
- (l) any services, facilities, machinery, plant and equipment located pursuant to or affected by an Easement; and
- (m) other things nominated in this statement (or by the Committee) as Shared Services.

13.2. Member's entitlement to use Shared Services after subdivision and works

- (a) Where a Member is entitled to use a Shared Services and that Member's Development Lot (or part of that Development Lot) is subdivided by a Subdivision Plan, all new Members, Owners and Occupiers created by the subdivision are also entitled to use that Shared Service.
- (b) The Members, Owners and Occupiers acknowledge that the carrying out of works on a Member's Development Lot may result in additional Members, Owners and Occupiers becoming entitled to use Shared Services and Town Centre Facilities

on that Member's Development Lot (whether or not such works changed or added to Shared Services or Town Centre Facilities on that Member's Development Lot as dealt with in **clause 13.8**).

- (c) The Members, Owners and Occupiers acknowledge and agree that such a change in the number of users of a Shared Service or Town Centre Facility resulting from a subdivision or from the carrying out of works may require a change to the division of costs for that Shared Service or Town Centre Facility under **clause 13.9**.

13.3. Looking after Shared Services

Members, Owners and Occupiers must:

- (a) use Shared Services only for their intended purpose;
- (b) not damage or interfere with Shared Services;
- (c) properly maintain, repair, operate, clean and replace Shared Services
- (d) immediately notify the Committee if the Member, Owner or Occupier knows about damage to or a defect in a Shared Service; and
- (e) compensate the other Members, Owners and Occupiers via the Committee for any damage to Shared Services caused by them, their visitors or persons doing work in the Town Centre Parcel on their behalf.

13.4. Town Centre Facilities

- (a) Town Centre Facilities are privately owned facilities in the Town Centre Parcel.
- (b) The Owner of a Lot on which a Town Centre Facility is situated, must make the Town Centre Facility available for the other Members, Owners, Occupiers and the public to use and enjoy, having regard to the requirements of Council.

13.5. Use of Town Centre Facilities

- (a) Use of a Town Centre Facility by a Member, Owner, Occupier and the public:
- (i) is available at all times unless the PAAMP specifies otherwise;
- (ii) is at the risk of the person using the Town Centre Facility.
- (b) Members, Owners and Occupiers must:
- (i) use the Town Centre Facilities only for their intended purpose;
- (ii) notify the Town Centre Manager of any visible damage to or visible defect in a Town Centre Facility;
- (iii) compensate the Committee for any damage to a Town Centre Facility caused by them or their invitees; and
- (iv) not damage or interfere with Town Centre Facilities.

13.6. Committee's discretion and changing Town Centre Facilities

- (a) The Committee may, in its absolute discretion:
- (i) monitor the use and enjoyment of the Town Centre Facilities and liaise with the Town Centre Manager in this regard;

- (ii) subject to the PAAMP, control the hours of use of the Town Centre Facilities; and
 - (iii) make certain Town Centre Facilities exclusively available, on terms, to individuals or community groups or any other person for functions or events.
- (b) Despite **clause 13.6(a)**, the Committee must, subject to Council's development controls and the provisions of the PAAMP, provide certain Town Centre Facilities for use by the other Members, Owners, Occupiers and the public at certain times.

13.7. Paying for Shared Services and Town Centre Facilities

- (a) The Committee must charge each Member for the operation, maintenance, repair and replacement of Shared Services and the operation, maintenance and repair of Town Centre Facilities according to the list of Shared Costs. In the event one Member has paid the whole amount of any charge, that Member may seek reimbursement from the other Members via the Committee, for their respective proportions as set out in the list of Shared Costs and that other Member must pay that proportion immediately on demand.
- (b) In the case of an Easement which affects or creates rights over a Shared Service or Town Centre Facility, any obligation to maintain, repair, or otherwise deal with the Shared Service or Town Centre Facility affected or created by that Easement constitutes a cost recoverable under this **clause 13.4**.
- (c) If there is a dispute about a Member's proportion of the costs for Shared Services or Town Centre Facilities, the Member must pay according to the list of Shared Costs or the decision of the Committee until the dispute is resolved. After the Members resolve the dispute, the Member or the Committee must pay any adjustments.
- (d) The cost allocations in the list of Shared Costs do not prevent the Committee from setting "user pays" charges for any Shared Service if the Committee determines, by Ordinary Resolution, that it is equitable to do so and in which case, the Committee will determine which Member is entitled to receive the "user pays" charges.
- (e) This **clause 13.4** prevails to the extent that it is inconsistent with other clauses in this statement.

13.8. Changing and adding to Shared Services and Town Centre Facilities

- (a) The Committee may, by Unanimous Resolution:
 - (i) add Shared Services and Town Centre Facilities to the list of Shared Services and Town Centre Facilities, if it identifies new Shared Services or new Town Centre Facilities after the date of this statement; and
 - (ii) amend the list of Shared Services to reflect anything the Committee resolves to do under this **clause 13.8(a)** and anything arising out of a notification received under **clause 13.8(b)**.
- (b) If the Shared Services or Town Centre Facilities are added to or amended under **clause 13.8(a)**, the exhibit comprising Schedule 2 or Schedule 3 (as the case may be) must be updated in the records kept by the Committee as soon as reasonably practical after the passing of the Unanimous Resolution in **clause 13.8(a)**.
- (c) The Members acknowledge and agree:
 - (i) no Resolution or notification to the Committee is required for a Member to, at its own cost, change, modify, replace or extend a Shared Service or

remove a redundant Shared Service if such action does not affect another Member's use of that Shared Service;

- (ii) written notice of any proposed action to change, modify, replace or extend a Shared Service or remove a redundant Shared Service that is likely to permanently affect another Member's use of that Shared Service, must be given to the Committee no later than 7 days before the proposed action; and
 - (iii) the use of a Shared Service may be made unavailable, inaccessible, interrupted, delayed or otherwise affected on a temporary basis out of necessity for repairs and maintenance as provided for in this statement and as may be required by an Authority from time to time.
- (d) If a Member, Owner or Occupier is entitled to use a Shared Service:
- (i) that Member, Owner or Occupier may do so at all times unless this statement or any condition imposed by an Authority specifies otherwise; and
 - (ii) the Committee must, unless otherwise specified in this statement or in any condition imposed by an Authority and subject to **clause 13.8(b)**, take all necessary steps to ensure that any Shared Service entitled to be used by a Member, Owner or Occupier is not at any time unavailable, inaccessible, interrupted, delayed or otherwise affected on a permanent basis so that the Shared Service cannot be used by that Member, Owner or Occupier.

13.9. Changing the cost for Shared Services and Town Centre Facilities

- (a) The Committee may by Unanimous Resolution change costs, add new costs or adjust the division of costs for Shared Services and Town Centre Facilities as set out in the list of Shared Costs.
- (b) The Members agree that the list of Shared Services (to the extent it is not dealt with in **clause 13.8**) and the list of Shared Costs will be amended to reflect anything the Committee resolves to do under this **clause 13.9**.
- (c) If the Shared Costs are changed, added to or adjusted under **clause 13.9(a)**, the exhibit comprising Schedule 1 must be updated in the records kept by the Committee as soon as reasonably practical after the passing of the Unanimous Resolution in **clause 13.9(a)**.

13.10. Restriction on Subsidiary Body Schemes changing their By-laws etc regarding Shared Services, Town Centre Facilities and Shared Costs

The Owners of Lots in a Subsidiary Body Scheme in the Town Centre Parcel must ensure the by-laws or management statement of the Subsidiary Body Scheme, as applicable, do not permit the passing of by-laws that may conflict with the provisions of this statement regarding Shared Services, Town Centre Facilities and Shared Costs.

PART G: PUBLICLY ACCESSIBLE AREAS AND RETAIL USES**14. PUBLICLY ACCESSIBLE AREAS****14.1. Publicly Accessible Areas Management Plan**

Each Member, Owner and Occupier acknowledges that:

- (a) the PAAMP outlines permissible use of the Publicly Accessible Areas; and
- (b) it must comply with the directions of the Committee regarding the use of the Publicly Accessible Areas as outlined in the PAAMP.

14.2. Community Events

- (a) The Members agree to act reasonably and promptly upon receipt of a request from any person to use a Publicly Accessible Area for an event.
- (b) In acting reasonably, the Members acknowledge they must not take into account any religious, political or racial position or belief held by the applicant however the Members do have the absolute right to consider paramount the safety of the Owners and Occupiers within the Town Centre Parcel, the amenity and operation of the Publicly Accessible Area and access issues as priorities when determining whether to agree to such a request.
- (c) Subject to the Members rights under this **clause 14.2**, the Members are not obliged to allow any event to occur on a Publicly Accessible Area under this statement or under the PAAMP unless, where necessary, the consent of the Council or any other relevant Authority, has been obtained by the applicant.
- (d) The Members may prescribe licence fees and usage charges from time to time for the rights to exclusively use a Publicly Accessible Area.
- (e) In determining whether to permit an event on a Publicly Accessible Area, the Members must also have regard to the likely impact, if any, on the use and enjoyment of the Owners and Occupiers of the Lots immediately adjacent to the relevant Publicly Accessible Area.
- (f) The Members acknowledge the provisions of the PAAMP outline the application process to hold an event on a designated Publicly Accessible Area.

15. CONTROL OF TRAFFIC BY PRIVATE LOT OWNER**15.1. Privately owned Roads**

- (a) The Members acknowledge that:
 - (i) certain roads within the Town Centre Parcel, as shown on the plan of Publicly Accessible Areas in the PAAMP, are privately owned; and
 - (ii) the roads around the boundary of the Town Centre Parcel are public roads within the meaning of the *Roads Act 1993* (NSW).
- (b) An Owner may enter into an arrangement with the Roads and Traffic Authority or other relevant Authority regarding the installation and operation of traffic lights on the privately owned roads within the Town Centre Parcel. Such arrangement may be documented by way of an Easement.

15.2. Committee's powers regarding traffic

- (a) The Committee has the power to:

- (i) impose a speed limit for traffic on the privately owned roads within the Town Centre Parcel;
 - (ii) impose reasonable restrictions, including time restrictions, on the use of shared driveways and on-street car parking spaces within the Town Centre Parcel;
 - (iii) install speed humps on the privately owned roads;
 - (iv) install traffic control devices on or adjacent to the privately owned roads; and
 - (v) install signs about parking and traffic controls on the Publicly Accessible Areas.
- (b) The Members acknowledge and agree the Committee may enter into an arrangement with the Council and the New South Wales Police Force for the enforcement of the traffic, speed and parking restrictions applicable in the Town Centre Parcel.
- (c) When using the private roads that form a part of the Publicly Accessible Areas within the Town Centre Parcel, each Owner and Occupier must not:
- (i) do anything that would be unlawful or prohibited if those private roads were public roads under the *Roads Act 1993* (NSW);
 - (ii) ride a skateboard, use roller skates or roller blades or play games;
 - (iii) drive a motor vehicle that is unregistered;
 - (iv) drive a motor vehicle that is too noisy or emits excessive exhaust fumes;
 - (v) excessively beep the horn of the motor vehicle; and
 - (vi) drive if unlicensed to drive a vehicle on a public road.

15.3. Change to the flow of Traffic and blocking of access

In the event an Owner wishes to change the flow of traffic across its Lot through the Town Centre Parcel, the Owner must give written warnings to all other Members as soon as practicable before the change. The other Members, the Owners and the Occupiers:

- (a) must not object to the change in the flow of traffic provided the Owner has allowed sufficient alternative routes (providing a similar amenity) so as to ensure all Owners and Occupiers can access their Lots or the common area lobby entrance to their Lots;
- (b) acknowledge such change to the flow of traffic may or may not be permanent; and
- (c) acknowledge the change may include the temporary closure of certain components of the Publicly Accessible Areas.

15.4. Street Lamps and Lighting

The Members acknowledge the street lamps and other street lighting in the Town Centre Parcel may comprise a [Shared Service / Town Centre Facility] and accordingly the provisions of **clause 13** apply.

16. INTERFACE BETWEEN RETAIL LOT AND THE REST OF THE TOWN CENTRE PARCEL**16.1. Hours of trade of Retail Lot and mixed use of the Town Centre Parcel**

- (a) All Members, Owners and Occupiers acknowledge the Retail Lot will operate as a shopping centre and will be open for trade during the hours as permitted by the Council and as may be set out in the Retail Centre House Rules.
- (b) It is intended that there will be an "entertainment and leisure precinct" in the Town Centre Parcel comprising restaurants, cafes and a tavern. All Members, Owners and Occupiers acknowledge that the existence of a functioning "entertainment and leisure precinct" may result in increased noise and traffic in the late evening.
- (c) All Members, Owners and Occupiers acknowledge the "Oran Park Town Centre" in the Town Centre Parcel is a mixed use environment and accordingly, each Member, Owner and Occupier will act reasonably as to noise and behaviour when conducting itself in and around its Lot.

16.2. Retail Lot Centre House Rules

- (a) Each Owner and Occupier acknowledges that the Retail Lot Owner can prescribe, from time to time and subject to the constraints, if any, in the *Retail Leases Act 1994* (NSW), Retail Centre House Rules for the Retail Lot.
- (b) Each Owner and Occupier agrees to be bound by the Retail Centre House Rules, if any, whilst:
 - (i) in the Retail Lot; and
 - (ii) in any other areas within the Town Centre Parcel under the management of the Retail Lot Owner or a Related Body Corporate of the Retail Lot Owner.
- (c) The Retail Lot Owner agrees to make available, on request, a copy of the current Retail Centre House Rules, to Owners and Occupiers.

16.3. Cleaning standards of Publicly Accessible Areas

- (a) The PAAMP is to be applied in connection with the cleaning and maintenance of all Publicly Accessible Areas.
- (b) The Members acknowledge that keeping the general amenities of the Publicly Accessible Areas clean and secure, comprise a Shared Service and accordingly the provisions of **clause 13** apply.

PART H: SUBDIVISIONS, WORKS AND STRUCTURAL STABILITY**17. SUBDIVISIONS****17.1. Subdivisions creating Development Lots**

If a Member proposes to subdivide its Development Lot to create two or more Development Lots:

- (a) the Member proposing to subdivide its Development Lot must give the other Members notice of the proportions of its percentages (as set out in the list of Shared Costs) to be held by the new Development Lots created as a result of the subdivision of the Development Lot;
- (b) the other Members must not object to the subdivision unless the proposed subdivision would detrimentally and substantially affect their use of Shared Services, Town Centre Facilities or costs contributed to Shared Services or Town Centre Facilities;
- (c) the other Members must agree to the appropriate and necessary amendments to this statement unless those Member's rights and obligations:
 - (i) are detrimentally and substantially affected by such amendments; or
 - (ii) would be detrimentally and substantially affected if such amendments were not made; and
- (d) if a further statement is required, all Members must enter into the new statement provided that:
 - (i) the new statement is in the form of this statement, with any amendments required as a result of the subdivision; and
 - (ii) the rights and obligations of the Members under this statement are not detrimentally and substantially affected by the further statement.

17.2. Redevelopment of a Member's Lot

- (a) The Members acknowledge that throughout the life of the "Oran Park Town Centre" in the Town Centre Parcel, initial development work, upgrading works and redevelopment works may take place. The Members agree to act reasonably, to not unreasonably withhold their consent and to provide, if requested, a written consent addressed to the consent Authority, if a proposal is made to develop, upgrade or redevelop parts of the Town Centre Parcel that requires that Member's consent.
- (b) All Members must maintain the structural adequacy of their part of the Town Centre Parcel during the works contemplated by this **clause 17.2** and ensure the structural adequacy of the adjacent buildings is maintained during such works.

18. FENCES AND ADVERTISING ON HOARDINGS**18.1. Compliance with design guidelines**

The Owner of a Development Lot developing that Development Lot may, from time to time, place advertising or other information on the fencing and hoarding around the development site within their Development Lot. Such advertising or other information, fencing and hoarding must comply with any design standards adopted by the Oran Park Community Association and any design standards prescribed by Council or any relevant Authority. If such advertising or other information on fencing and hoarding is immediately adjacent to (or readily visible from) the Retail Lot, the consent of the Retail Lot Owner is required for the placement of such advertising and information. Advertising that is reasonably considered to

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be rude or offensive by any Member having regard to the paramount objectives of this statement, is to be immediately removed.

18.2. Developer's compliance

Despite **clause 18.1**, the Members acknowledge the Developer may, from time to time, place advertising and other information on fencing and hoarding and install temporary landscaping on Lots owned by the Retail Lot Owner. Such advertising, fencing, hoarding and landscaping remains subject to any design standards adopted by the Oran Park Community Association and any design standards prescribed or varied by Council or any relevant Authority however, the Members cannot object to such advertising, fencing, hoarding or landscaping either being in existence or being removed by or on behalf of the Developer unless such advertising is reasonably considered to be rude or offensive having regard to the paramount objectives of this statement.

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PART I: MISCELLANEOUS**19. DISPUTE RESOLUTION****19.1. Notice of Dispute**

If a dispute arises in connection with this statement (**Dispute**) a party will give notice to the other party indicating the nature of the Dispute. The Representatives of the disputing Members must meet and attempt to resolve the Dispute within 20 Business Days of that notice.

19.2. Meeting of executives

If the Representatives fail to resolve the Dispute within 20 Business Days, the Senior Managers must meet and attempt to resolve the Dispute within 10 further Business Days (or such longer period as the parties agree in writing prior to the expiry of that 10 Business Day period).

19.3. Expert

- (a) If the parties fail to resolve the Dispute with the period specified in **clause 19.2**, the Dispute will be referred to an appropriately qualified expert agreed by the parties from the appropriate discipline (**Expert**).
- (b) If the parties cannot agree on an Expert within 5 Business Days after the expiry of the period specified in **clause 19.2**, a party may ask the President of the NSW Law Society to:
 - (i) appoint an appropriate expert having regard to the nature of the dispute; and
 - (ii) determine the remuneration of the expert.
- (c) The parties will instruct the Expert to:
 - (i) decide the Dispute within the shortest practicable time and as informally and inexpensively as possible; and
 - (ii) deliver a report stating the Expert's opinion with respect to the matters in Dispute, and the Expert need not give reasons for the Expert's decision.
- (d) The Expert will decide the procedures to be followed in order to resolve the Dispute. The parties must provide the Expert with all information and assistance reasonably requested by the Expert for the purpose of resolving the Dispute.
- (e) The Expert will act as an independent expert and not as an arbitrator. The Expert's decision will be conclusive and final and binding on the parties, unless a party gives written notice to the other party within 20 Business Days of the determination that it wishes to have the matter determined by arbitration, in which case **clauses 19.4 - 19.6** apply.
- (f) Each party will bear the costs of the Expert in equal shares of the number of parties to the dispute, unless the Expert reasonably determines that those costs should be borne by the parties in some other proportion.

19.4. Submission to arbitration

If a Dispute requires the matter to be resolved in accordance with **clauses 19.4 - 19.6** then the Dispute will be referred to arbitration.

19.5. Arbitrator

The arbitrator of any Dispute will be the person:

- (a) agreed between the parties within 10 Business Days of the date of referral to arbitration; or
- (b) failing agreement, appointed by the President of the Institute of Arbitrators and Mediators, Australia within 10 Business Days of the parties failing to agree.

19.6. Conduct of arbitration

- (a) The arbitration will be conducted in accordance with the Rules for the Conduct of Commercial Arbitration of the Institute of Arbitrators and Mediators, Australia.
- (b) The arbitrator will have power to grant all legal, equitable and statutory remedies and to open up, review and substitute any determination of an Expert under **clause 19.3**.

19.7. Time periods

Any of the time periods in this **clause 19** may be varied by written agreement between the parties.

19.8. Formal proceedings precluded

With the exception of emergency interlocutory proceedings to restrain a perceived or anticipated breach of this statement, neither party may commence formal legal proceedings against the other independently of this **clause 19**.

19.9. Continued performance

Notwithstanding the provisions of this **clause 19**, pending the outcome of any Dispute both parties must continue to perform their obligations under this statement.

20. NOTICES

20.1. Serving and receiving notices

A notice, demand, consent, approval, request or communication (**Notice**) under this statement must be in writing and be:

- (a) delivered personally to the addressee;
- (b) left at the current address of the addressee;
- (c) sent by pre-paid ordinary post to the current address of the addressee;
- (d) sent to the current facsimile number of the addressee; or
- (e) sent via email to the current email address of the addressee.

20.2. Current details

The current address, facsimile number and email address of the Members, Representatives and Substitute Representatives are those under **clause 9.3**.

20.3. When are notices received?

A Notice issued under this **clause 20** will be received as follows:

- (a) a Notice takes effect from the time it is received by the addressee or from the time specified in it (whichever is the later);

- (b) a posted Notice is received on the third day after it was posted;
- (c) a Notice sent by facsimile is received:
 - (i) on the date of a transmission report from the machine that sent the facsimile that shows the whole facsimile was sent to the facsimile number of the addressee;
 - (ii) if the facsimile is sent after 5.00 pm, on the next Business Day; or
 - (iii) if the facsimile is sent on day which is not a Business Day, on the next Business Day; and
- (d) a Notice sent by email is received on the date the sender's email account receives by return a non-automated email response from the addressee confirming receipt of the email.

21. GST

21.1. Interpreting this clause

- (a) Words defined in the GST Law have the same meaning as in this clause 21.
- (b) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
- (c) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.

21.2. Payment of GST

A recipient of a taxable supply under this statement must:

- (a) pay to the supplier an amount equal to any GST for which the supplier is liable on any supply by the supplier under this statement, without deduction or set-off of any other amount; and
- (b) make that payment as and when the consideration or part of it must be paid or provided. If the recipient does not pay the GST at that time, then it must pay the GST within 7 days of a written request by the supplier for payment of the GST.

21.3. Tax Invoice

Each party making a taxable supply under this statement must issue a tax invoice to the other party for each taxable supply within 10 Business Days of making the taxable supply.

21.4. Indemnities and Reimbursement

If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (for example, a party's obligation to pay another party's legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

22. MISCELLANEOUS ISSUES**22.1. Amendment of this statement**

- (a) The Members acknowledge that any amendment of this statement after the date of registration of this statement will not have effect unless the amendment is recorded in the folio of the register relating to the Lot concerned. Accordingly, the Members must, on being requested by the Committee to do so, do all things necessary to enable any amendment of this statement to be registered.
- (b) Despite **clause 22.1(a)**:
- (i) the Members agree to be bound by any amendment of this statement and by any amendment to a Schedule to this statement and give such amendment effect from the date, as resolved by the Committee, of commencement of the amendment, as an agreement under seal; and
- (ii) a change, addition, amendment or adjustment to a Schedule that is an exhibit to this statement is not, of itself, an amendment to this statement in the context of **clause 22.1** and therefore does not need to be recorded in the folio of the register relating to the Lot concerned to have effect.

22.2. Boundary adjustments

The Members acknowledge and agree that in the event the Developer wishes to carry out minor boundary adjustments to the Development Lots or register easements over the Development Lots as a part of the Development Activities, the Members will co-operate with the Developer to achieve such boundary adjustments and easement registration. It is acknowledged that minor boundary adjustments and easement registration will not create any new Members and will therefore not require any amendments to this statement.

22.3. This statement ceases to apply

Despite anything contained in this statement, this statement ceases to apply to a Lot on the occurrence of:

- (a) any event at any time which involves the severing of that Lot from the Oran Park Community Scheme; or
- (b) an Unanimous Resolution of the Committee, together with the consent of the Owner of the Lot to be removed, that the statement will cease to apply to that Lot

provided that this statement must continue to apply at all times to Lots in a Strata Scheme while this statement is a strata management statement.

22.4. Custodian

- (a) This **clause 22.4** applies to a Member who owns a Lot as custodian for a Managed Investment Scheme.
- (b) If the responsible entity for the Management Investment Scheme provides to the Committee an undertaking to comply with the obligations of the custodian under this statement, then the custodian is only liable for a breach of this statement:
- (i) to the extent that it is entitled to be indemnified out of the assets of the Managed Investment Scheme; or
- (ii) if, due to negligence or fraud by the custodian, it is not entitled to be indemnified out of the assets of the Management Investment Scheme.

22.5. Responsible Entity

- (a) This **clause 22.5** applies to a Member who owns a Lot as responsible entity for a Management Investment Scheme or to a responsible entity who has given an undertaking under **clause 22.4(b)**.
- (b) If the responsible entity is entitled to be indemnified out of the assets of the Managed Investment Scheme, then the responsible entity is only liable for a breach of this statement:
 - (i) to the extent that it is entitled to be indemnified out of the assets of the Management Investment Scheme; or
 - (ii) if, due to negligence or fraud by the responsible entity, it is not entitled to be indemnified out of the assets of the Management Investment Scheme; or
 - (iii) if it has breached a warranty given in **clause 22.6**.

22.6. Responsible Entity Warranties

If **clause 22.5** applies, then the responsible entity warrants:

- (a) it is a public company and holds the relevant licence authorising it to operate a Managed Investment Scheme;
- (b) the responsible entity's agreement to fulfil its obligations under this statement is a proper performance of its duties under the Managed Investment Scheme and all relevant authorisations to enter into this statement have been obtained;
- (c) the Managed Investment Scheme's constitution is legally enforceable between the members of the Managed Investment Scheme and the responsible entity; and
- (d) the responsible entity will do whatever is in its power to do to enable the custodian (if any) to perform its obligations under this statement.

22.7. Trustee

- (a) This **clause 22.7** applies to a Member who owns a Lot as trustee of a trust.
- (b) If the trustee is entitled to be indemnified out of the assets of the trust, then the trustee is only liable for a breach of this statement:
 - (i) to the extent that it is entitled to be indemnified out of the assets of the trust; or
 - (ii) if, due to negligence or fraud by the trustee, it is not entitled to be indemnified out of the assets of the trust; or
 - (iii) if it has breached a warranty given in **clause 22.8**.

22.8. Trustee Warranties

If **clause 22.7** applies, then the trustee warrants:

- (a) the trustee's agreement to fulfil its obligations under this statement is a proper performance of its duties under the relevant trust deed and all relevant provisions to enter into this statement have been complied with;
- (b) the trust deed is legally enforceable between the beneficiaries and the trustee; and

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- (c) the trustee will do whatever is in its power to do to perform its obligations under this statement.

22.9. No Fetter

The provisions of this statement will have no force or effect to bind Council to the extent that an obligation imposed on Council by this statement:

- (a) will cause the Council to be in breach of any of its obligations at law or in equity;
- (b) will limit or fetter in any way Council's exercise of its statutory discretion, duty or function; or
- (c) is inconsistent with an obligation imposed on Council arising from the *Local Government Act 1993* (NSW) or any other law.

Attachment 4

SCHEDULE 1 - SHARED SERVICES

Schedule 1 is exhibited to this statement.

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Attachment 4

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SCHEDULE 2 - SHARED COSTS

Schedule 2 is exhibited to this statement.

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SCHEDULE 3 - TOWN CENTRE FACILITIES

Schedule 3 is exhibited to this statement.

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Attachment 4

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SCHEDULE 4 - MEMBERSHIP FORM

(Page 1 of 2)

This form is for use by new Members of the Oran Park Town Centre Management Committee or existing Members who lease their Lot or change their contact details (see clauses 4.4 and 9.3 in the Management Statement)

Date	
Your Name	
Title description and address of Lot owned	

PART 1: NEW MEMBER *(Fill out this part if you have purchased a Development Lot or are a new subsidiary scheme created from the subdivision of a Development Lot)*

Date on which you became a Member	
Address for service of notices	
Telephone number	
Facsimile number	
Email address	

PART 2: NEW TENANT OR LICENSEE *(Fill out this part if you are the owner of a Development Lot and you have leased or licensed that lot, or part of it, or you have a new tenant or licensee – note: this does not apply to the Retail Lot or to a Residential Lot)*

Name of tenant or licensee	
Term of lease	
Name of contact person	
Contact person's address for service of notices	
Contact person's telephone number	
Contact person's facsimile number	
Contact person's email address	

Attachment 4

**SCHEDULE 4 Cont.
MEMBERSHIP FORM
(Page 2 of 2)**

PART 3: CHANGE OF ADDRESS *(Fill out this part if you have changed your address or other contact details)*

New address for service of notices	
New contact person	
New telephone number	
New facsimile number	
New email address	

SIGNATURE OR EXECUTION BY MEMBER:

.....

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Attachment 4

SCHEDULE 5 - APPOINTMENT FORM**(Page 1 of 2)**

This form is for use by Members of the Oran Park Town Centre Management Committee who wish to appoint a new or replacement representative or substitute representative on the Committee (see clause 4.5 in the Management Statement)

Date	
Your Name	
Title description and address of Lot owned	

PART 1: APPOINTMENT OF A NEW REPRESENTATIVE *(Fill out this part if you have not previously appointed a representative)*

Name of representative (must be a natural person)	
Address of representative	
Telephone number of representative	
Facsimile number of representative	
Do you authorise your representative to appoint a proxy to vote for you at meetings of the Committee?	YES / NO

PART 2: APPOINTMENT OF A REPLACEMENT REPRESENTATIVE *(Fill out this part if you have previously appointed a representative and you wish to appoint a different representative. When the Committee receives this form, the appointment of the previous representative is terminated and the new representative is appointed)*

Name of current representative	
Name of new representative (must be a natural person)	
Address of new representative	
Telephone number of new representative	
Facsimile number of new representative	
Do you authorise your new representative to appoint a proxy to vote for you at meetings of the Committee?	YES / NO

**SCHEDULE 5 Cont.
APPOINTMENT FORM**

(Page 2 of 2)

PART 3: APPOINTMENT OF A NEW SUBSTITUTE REPRESENTATIVE *(Fill out this part if you have not previously appointed a substitute representative)*

Name of substitute representative (must be a natural person)	
Address of substitute representative	
Telephone number of substitute representative	
Facsimile number of substitute representative	
Do you authorise your substitute representative to appoint a proxy to vote for you at meetings of the Committee?	YES / NO

PART 4: APPOINTMENT OF A REPLACEMENT SUBSTITUTE REPRESENTATIVE *(Fill out this part if you have previously appointed a substitute representative and you wish to appoint a different substitute representative. When the Committee receives this form, the appointment of the previous substitute representative is terminated and the new substitute representative is appointed)*

Name of current substitute representative	
Name of new substitute representative (must be a natural person)	
Address of new substitute representative	
Telephone number of new substitute representative	
Facsimile number of new substitute representative	
Do you authorise your new substitute representative to appoint a proxy to vote for you at meetings of the Committee?	YES / NO

SIGNATURE OR EXECUTION BY MEMBER: SIGNATURE OF REPRESENTATIVE OR SUBSTITUTE REPRESENTATIVE:

.....

NOTE: This form is only effective if it is signed by the Member and the representative (or the substitute representative, as the case may be).

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SCHEDULE 6 - PROXY FORM

(Page 1 of 2)

This form is for use by Members of the Oran Park Town Centre Management Committee who wish to appoint a proxy to vote at meetings of the Committee (see clause 11.3(c) in the Management Statement)

Date	
Name of Member, representative or substitute representative	
(If applicable) Name of Member who appointed the representative or substitute representative	
Name of Proxy	
Address of Proxy	

I/We,
.....
.....

appoint
.....
.....

as my / our / the proxy for the purpose of Meetings of the Oran Park Town Centre Management Committee (including adjourned Meetings). Period or number of Meetings for which appoint of my / our / the proxy is valid:

..... months, or

..... Meetings.

*This form authorises the proxy to vote on my / our behalf on all matters OR * This form authorises the proxy to vote on my / our behalf on the following matters only and in the manner specified below:

-
-

SIGNATURE OR EXECUTION BY MEMBER (if the Proxy is appointed by the Member):

.....

SIGNATURE OF REPRESENTATIVE OR SUBSTITUTE REPRESENTATIVE (if the Proxy is appointed by the Representative):

.....

SIGNATURE OR EXECUTION BY PROXY:

.....

Attachment 4

SCHEDULE 6, Cont.**PROXY FORM****(Page 2 of 2)****NOTES ON PROXY FORM:**

1. The proxy appointed by this form must be a natural person.
2. This form is effective only if it is signed by the Member, representative or substitute representative (as appropriate) and the Proxy.
3. This form does not authorise voting on a matter if the representative or substitute representative of the Member is present at the relevant Meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the secretary of the Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. A vote by the Proxy which does not comply with the directions to vote given by the Member, representative or substitute representative who appointed the Proxy is invalid.

ORD02

Attachment 4

SCHEDULE 7 - TYPE OF RESOLUTION

(Clause 11.8)

	Clause number and description of issue	Type of Resolution
	Clause 5.1 (appointment of officers)	Ordinary
	Clause 5.6 (new appointments)	Ordinary
	Clause 6.1 (assistance for the Committee via Town Centre Manager)	Ordinary
	Clause 8.1(a)(iii) (building insurance)	Ordinary
	Clause 8.1(d) (insurance on en globo basis)	Ordinary
	Clause 8.1(h) (other insurances)	Ordinary
	Clause 8.1(i) (insurance policies in general meeting)	Ordinary
	Clause 10.1(g) (right of Committee to access part of the Town Centre Parcel to carry out maintenance)	Ordinary
	Clause 12.3(b) (determine contributions to administrative fund and sinking fund)	Ordinary
	Clause 13.7(d) (Paying for Shared Services)	Ordinary
	Anything that is not a matter that is specified in this table and requires a decision of the Committee	Ordinary
	Clause 5.6(c) (dismissal)	Unanimous (with voting restriction)
	Clause 6.2(a) (appointment of Town Centre Manager)	Unanimous
	Clause 6.2(b) (Town Centre Manager's remuneration)	Unanimous
	Clause 7.1 (appointment of a Building Consultant)	Unanimous
	Clause 7.4(c) (acceptance of non-binding determination of Building Consultant)	Unanimous
	Clause 12.8 (distribution of surplus funds)	Unanimous
	Clause 13.8(a) (Shared Services)	Unanimous
	Clause 13.9(a) (Change to costs of Shared Services)	Unanimous
	Clauses 22.3 (this statement ceases to apply)	Unanimous
	Anything that the Committee may resolve, by Unanimous Resolution, should be the subject of a Unanimous Resolution	Unanimous
	Amending, adding to or repealing all or parts of this statement	Unanimous

SCHEDULE 8 – OPTC MAINTENANCE AGREEMENT

Schedule 8 is exhibited to this statement.

EXECUTED AS A DEED:

EXECUTED by [xxx xxx xxx] PTY)
LIMITED (ACN xxx xxx xxx) in)
accordance with section 127 of the)
Corporations Act:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

ORD02

Attachment 5

ORAN PARK TOWN

Publicly Accessible Areas Management Plan

Current as at 18 March 2014

oranparktown.com.au 9043 7500

 GREENFIELDS

 LANDCOM

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Attachment 5

Foreword

The Oran Park Town Centre will be an integrated mixed use development including retail, commercial, residential and civic land uses.

Oran Park will be home to over 25,000 people living in 8,000 homes all centred around a modern Town Centre. As the geographic centre of Camden, the Oran Park Town Centre will also be the Civic Hub of Camden enjoyed by the entire Camden Community.



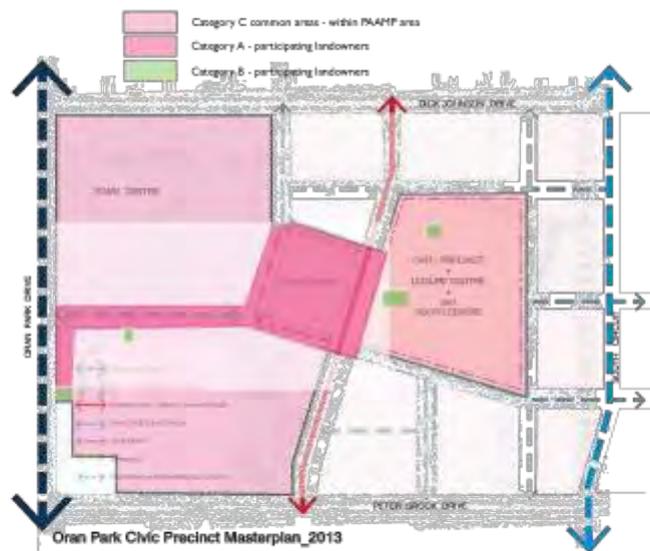


The Oran Park Town Centre will be a Community Scheme.

The Oran Park Town Centre Community Scheme has a total site area of approximately 36 hectares, bounded by Oran Park Drive, Dick Johnson Drive, Peter Brock Drive and South Circuit at Oran Park.

The Oran Park Community Scheme is a very large mixed use development which will be developed in stages.

Within the Oran Park Town Centre there is a component of privately owned property, which after development, will be available for public use. These are the **Publicly Accessible Areas** regulated by this **Publicly Accessible Areas Management Plan (Management Plan)**. The Publicly Accessible Areas are described in a diagram below.



Final image to be inserted

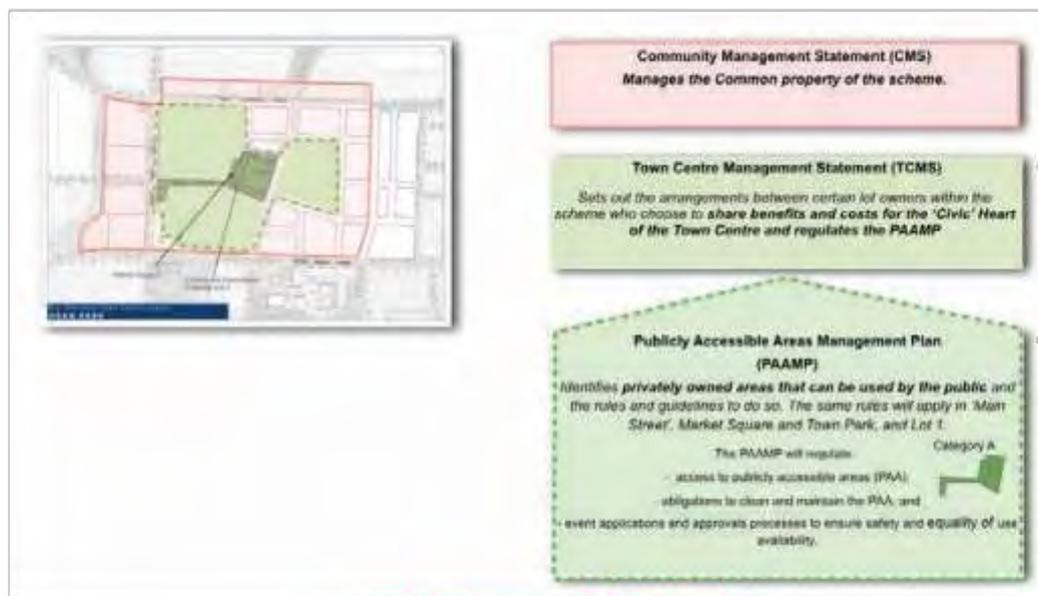
This Management Plan is a point of reference for the public regarding the operation and management of permissible temporary events within the Publicly Accessible Areas.

This Management Plan has been prepared to ensure:

- that the interests of the various stakeholders within the Oran Park Town Centre are balanced with the general rights of individuals to access and enjoy the Publicly Accessible Areas;
- the documentation of the procedures for notification and / or application for the use of the Publicly Accessible Areas;
- the maintenance standards for the appearance, upkeep and enjoyment of Oran Park Town Centre and an understanding of the operational link with the **Town Centre Management Statement (TCMS)**.

This Management Plan forms part of the three documents which form the basis of the operation, management and administration of Oran Park Town Centre. This Management Plan is prepared as a response to the desire of the developer of Oran Park (Greenfields Development Company No. 2 Pty Ltd), Camden Council and Landcom (Urban Growth NSW) to provide public access to private land and is to be read in conjunction with the TCMS (which incorporates this Management Plan by reference).

Oran Park Town Community Scheme



Final image to be inserted



1. Introduction

1.1 Executive Summary

This Management Plan applies to Publicly Accessible Areas within the Oran Park Town Centre.

Although components of the Oran Park Town Centre are privately owned, it provides a variety of locations available for public use. This Management Plan helps to identify the types of events that are better suited to certain Publicly Accessible Areas. To ensure the use by the public of such Publicly Accessible Areas does not compromise the overall ambience and theme of Oran Park Town Centre, this Management Plan regulates the use of these Publicly Accessible Areas in terms of their maintenance, amenity, type and frequency of use. This Management Plan also helps to ensure that the Publicly Accessible Areas remain available for their intended public use by residents and visitors during certain specified times.

This Management Plan is for the information of residents, occupiers and the public generally in relation to the use and availability of the Publicly Accessible Areas as well as for applicants, event organisers and consent authorities when considering using those Publicly Accessible Areas. This Management Plan also details the procedural guidelines for lodging an application for the use of a Publicly Accessible Area and the process for assessing such applications.

The benefits of this Management Plan include:

Framework is identified - provides a framework for all stakeholders, not only within Oran Park Town Centre and the Oran Park Town Community Scheme, but the community as a whole, as to the use and enjoyment of the Publicly Accessible Areas.

Streamlined application process – framework to ensure that applicants experience an efficient and expedient process when notifying or applying to use a Publicly Accessible Area for an event with a layered approvals process mechanism (from simple notification of a proposed use to actual assessment of a lodged application) dependant on the nature of the event or proposed use of a particular Publicly Accessible Area. This Management Plan will assist in ensuring that any decision making operates in a transparent and consistent manner, with the suitability of the proposed event being considered in the context of the specific Publicly Accessible Area, the potential impact of the proposed event, the rights of the applicant and the community as a whole and the overriding benefit (if any) to the community.

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Attachment 5



Agreed form to be inserted

Minimising the impact of events – ensures that minimal impact is caused by events on the physical condition of the Publicly Accessible Areas and that such areas remain accessible to the residents, occupiers and the public. This involves particular consideration of security and occupational health and safety issues, potential civil liability issues, waste management, noise, insurance ramifications and impact on traffic flow.

Maximising use of Publicly Accessible Areas – ensuring that the appropriate benefits of each Publicly Accessible Area are considered in determining whether the proposed use is something which is compatible with the specific Publicly Accessible Area identified.

1.2 Objectives

- (a) This Management Plan sets out to achieve the following objectives:
 - Provide an equitable system of public access and use of the Publicly Accessible Areas, ensuring that the fundamental rights of individuals cannot be disregarded in favour of other considerations (such as the potential commercial benefit to the Oran Park Town Centre).
 - Recognise and maintain the Publicly Accessible Areas' special qualities of environmental, recreational, cultural and / or social significance.
 - Ensure that proposed events and use of the Publicly Accessible Areas are compatible with the locations and the intended day-to-day usage of such areas.
 - Establish a list of required procedures for applications and approvals associated with events proposed to be held in the Publicly Accessible Areas.
 - Minimise complaints and other issues associated with public use of private property.
 - Encourage activities and events that contribute to the overall ambience and theme of Oran Park Town Centre and provide public benefit to residents, occupiers and visitors.
 - Provide relevant contact details for the carrying out of an event.



2. Using This Management Plan

Using this Management Plan is divided into two sections to assist in the general understanding of the management, use, hiring procedures and responsibilities associated with the Publicly Accessible Areas.

- **Inventory of Publicly Accessible Areas**, provides an area-by-area description of the individual Publicly Accessible Areas. This section provides a physical description of each area and facilities (including a map), its specific categorisation as a Publicly Accessible Area, its core operational hours, its primary usage and the types of events that are permitted in such an area.
- **Event Applications and Approvals Process** describes the requirements for requesting an Event Permit and applying to use a Publicly Accessible Area for an event. This section provides a summary of the information required for an Event Permit and a Licence Agreement and the assessment process in considering applications to use a Publicly Accessible Area for an event.

Please note that the Event Application Form and standard conditions of use associated with the holding of an event are available from the Centre Management Office at Oran Park Town Centre or downloadable from both the Camden Council's, Oran Park Town Retail Centre websites.

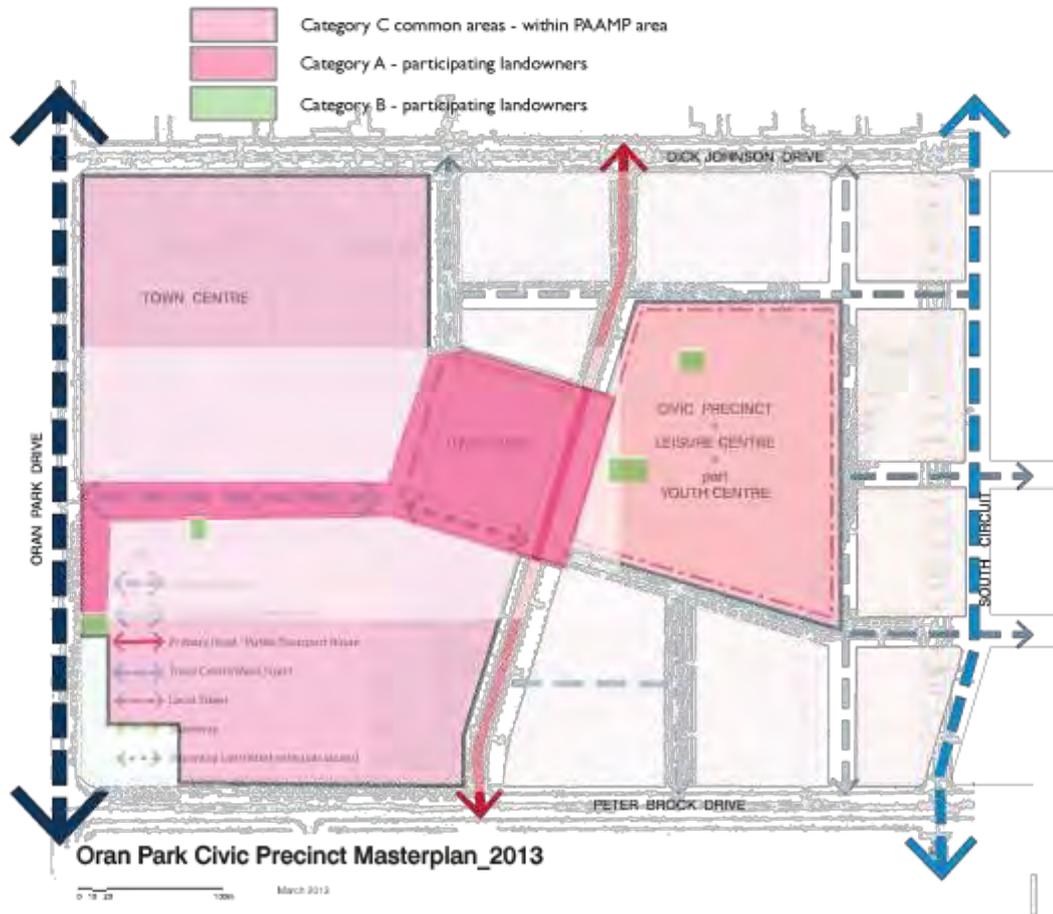
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2.1 THE PUBLICLY ACCESSIBLE AREAS PLAN

This Management Plan applies to the Publicly Accessible Areas.

The plan below illustrates the Publicly Accessible Areas to which this Management Plan applies.

Attachment 5



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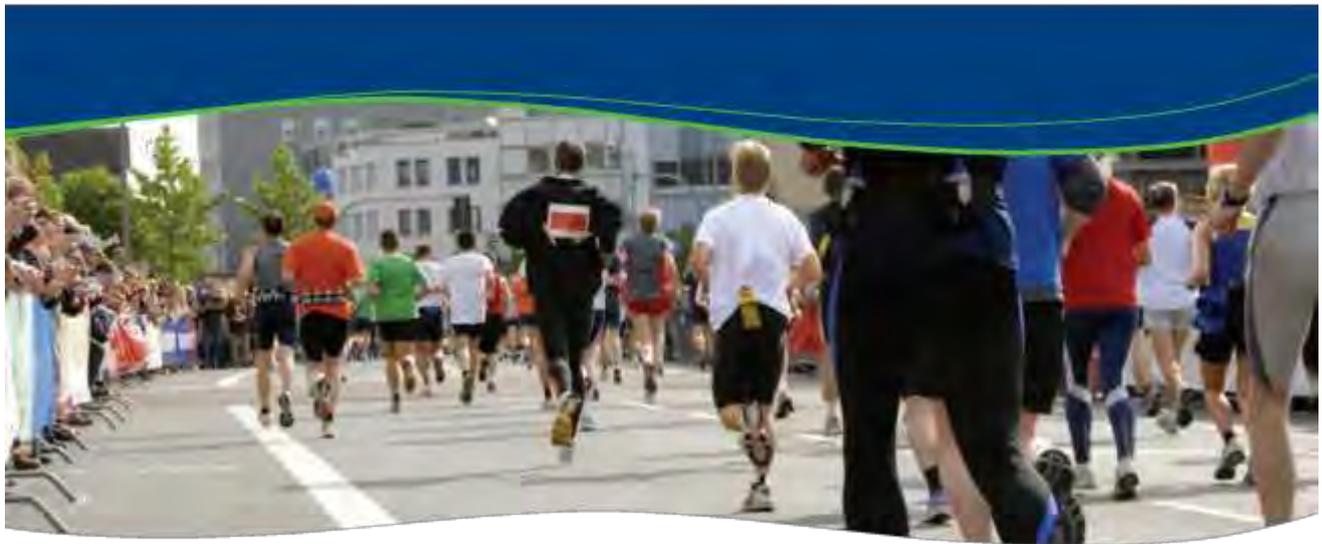
2.2 INVENTORY OF PUBLICLY ACCESSIBLE AREAS (PAA)

This section addresses each Publicly Accessible Area in detail, including:

- (a) Physical description of the area, its significance, functions, issues and parameters;
- (b) Core Operational Hours;
- (c) Primary usage;
- (d) Issues and constraints;
- (e) Summary of the type of events that are suitable;
- (f) Site specifications; and
- (g) An area map.

	Specific Publicly Accessible Areas	Description of Categorisation	Example
Category A	Main Street, Town Square, Town Park.	Those Publicly Accessible Areas that provide a right of public access, thoroughfare, use and enjoyment. Main Street is 'recognised' as a public road for the purposes of third party protective legislation. Town Square, and Town Park are recognised as a 'public place' for law enforcement legislation.	Promotions for community groups, Public entertainment, Markets, Fun runs, Street Parades, Festivals, weddings, etc. 24 hour access.
Category B	Spaces that could be used by Public for events in the Retail Precinct, Town / Market Square or Civic Precinct - entrance, outdoor gathering space.	Those Publicly Accessible Areas that comprise the 'public spaces' of Oran Park Town Centre, that provide a general right of way and access as a pedestrian thoroughfare and may be able to be used for events in accordance with the procedures provided by this Management Plan.	Informal gathering, passive recreation, children's play, promotions. Dictated by trading / opening hours.
Category C	Locations that could be used by community organisations for promotion or fund raising within the Retail Centre, or Civic Precinct.	Those Publicly Accessible Areas that comprise the 'common areas' of Oran Park Town Centre, or the Council Precinct that may be able to be used for events in accordance with the procedures provided by this Management Plan.	Promotions / fundraising for community groups, Busking, political candidates etc. Dictated by trading / opening hours.

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Catagory A - PUBLIC ACCESSIBLE AREAS

Main Street, Central Avenue, Town/Market Square & Town Park

<p>Physical Description/ Significance</p>	<p>Main Street and Central Avenue are two of the main thoroughfares in Oran Park Town Centre.</p>
<p>Core Operational Hours</p>	<p>24 hour access to Main Street, Central Avenue and Town / Market Square. Minimum Core Trading Hours of retailers in Oran Park Town Centre: Council facility opening times:</p>
<p>Primary Usage</p>	<p>Traffic flow – vehicular and pedestrian. Public access way. Short-term parking, drop-off and pick-up zones. Town Square and Town Park provide public access, pedestrian circulation, gathering, passive recreational and Civic uses, and informal meeting places. Eating and Public entertainment.</p>
<p>Legislative Compliance</p>	<p>Although a "private roads", the construction and maintenance of Main Street and Town / Market Square roadway will be subject to the minimum Council standards and are regulated by the Roads Act 1993 and ancillary regulations. Main Street and Town / Market Square roadway are recognised as "public roads" and "public places" for the purposes of all relevant legislation (such as Motor Accidents Compensation Act 1999 (NSW) and Summary Offences Act 1988 (NSW)) which regulates the rights and conduct of third parties within this area.</p>
<p>Issues/ Constraints</p>	<p>Amount of pedestrian circulation along pedestrianised Main Street, Central Avenue Town / Market Square roadway. Maintenance of emergency access along Main Street, Central Avenue and Town / Market Square roadway. Access to all buildings including shops, Civic Buildings, restaurants and apartments. Protection of street furniture, landscaping, paving and grassed areas. Temporary partial closure of Main Street, Central Avenue and Town / Market Square roadway to be limited (to enable at all times emergency access and minimum access required by residents and invitees). Access links to Town Park and adjacent facilities. Noise impacts to surrounding businesses.</p>

Examples of Appropriate Events	<p>Promotion and/or Fundraising on behalf of Community Organisations, Schools, Youth Organisations, Service Clubs, Sporting Clubs, Registered Charities, Political Candidates/Parties, Religious Groups, Blood Donor or Screening Vehicles.</p> <p>Public Entertainment – theatre, music (including School Bands) and screenings.</p> <p>Commercial Events (i.e. Markets).</p> <p>Fun Runs, Street Parades, Festivals, Weddings.</p>
---------------------------------------	--

	Site Specifications							
	Weather Protection	Power	Frequency of Availability	Toilets	Pedestrian Access	Vehicular Access	Parking	Water
Main Street, Central Avenue: Bitumen and Paving	No	Yes	On a case by case basis subject to consideration of issues/ constraints detailed above.	No	Access on footpaths running parallel to Main Street, Central Avenue.	Access from feeder roads.	Limited street parking available within specified times.	-
Town / Market Square Surface: Paved and Bitumen	TBC	Yes	On a case by case basis subject to consideration of issues/ constraints detailed above.	No	Access on footpaths running parallel to Main Street, Central Avenue.	Access from feeder roads.	Access from feeder roads.	Yes
Town Park: Paved and grassed area	No	Yes	On a case by case basis subject to consideration of issues/ constraints detailed above.	No	Access on footpaths running parallel to Main Street, Central Avenue.	Access from feeder roads.	Limited street parking available within specified times.	Yes

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Attachment 5

Category B - PUBLICLY ACCESSIBLE AREAS

Public Spaces in Retail and Civic Precincts

Physical Description/ Significance	Identified public spaces in the Retail Precinct, Town / Market Square or Civic Precinct - entrance, outdoor gathering space.	
Core Operational Hours	Retail trading hours and Civic Precinct opening hours.	
Primary Usage	Passive recreational and Civic uses, and informal meeting place.	
Issues/Constraints	Ensure quiet enjoyment by residents, occupiers, tenants, visitors and invitees. Protection of landscaping and outdoor furniture. No vehicular access.	
Examples of Appropriate Events	Promotion and / or Fundraising on behalf of Community Organisations, Schools, Youth Organisations, Service Clubs, Sporting Clubs, Registered Charities, Political Candidates / Parties, Religious Groups. Public Entertainment – theatre, music (including School Bands) and screenings.	
Site Specifications	Surface Weather protection Power Frequency of Availability Toilets	Various could be identified specifically. Varies. Varies. On a case by case basis subject to consideration of issues/constraints detailed above. Access to various public facilities in the Town Centre.

Site	Area	Surface	Weather Protection	Power
This table is to be completed once the Town Centre is designed.				



Category C - PUBLICLY ACCESSIBLE AREAS

Other Common Areas, Retail and Civic Precincts

Physical Description/ Significance	Locations that could be used by community organisations for promotion or fund raising within the Retail Centre, or Civic Precinct - <i>These locations are not identified specifically.</i>	
Core Operational Hours	Retail trading hours and Civic Precinct opening hours.	
Primary Usage	Passive recreation and informal gathering.	
Issues/Constraints	Ensure quiet enjoyment by residents, occupiers, tenants, visitors and invitees. Maintaining Pedestrian thoroughfares. Protection of landscaping and outdoor furniture. No vehicular access.	
Examples of Appropriate Events	Promotions / fundraising for community groups, Busking, political candidates, Children's Events, blood donor or screening vehicles. Other small events (subject to the Event application procedure provided by this Management Plan).	
Site Specifications	Surface Weather protection Power Frequency of Availability Toilets	Various could be identified specifically. Varies. Varies. On a case by case basis subject to consideration of issues/constraints detailed above. Access to public facilities in the Retail and Civic Precincts.

2.2 EVENT APPLICATION AND APPROVALS PROCESS

Figure 1

[This plan will be formalised as the document drafting progresses.]

APPLICATION PROCESS

The use of a Publicly Accessible Area for an organised event requires either an Event Permit or a Licence Agreement. **An Event Permit** is required for individual or smallscale community based use or event – on a one off or multiple occasion. **A Licence Agreement** is required to be entered into between the land owner and an applicant for any private events, commercial events and large scale community events. A request for use of a Publicly Accessible Area for a proposed event is required to be submitted to the Centre Manager in writing for processing and for consideration. The application must contain all key information including the proposed usage of the Publicly Accessible Area, proposed time, date and duration of the proposed event and contact details of the applicant. The Centre Manager will approve, condition or decline an application, and has the discretion to determine the most appropriate approval category.

Event Permits and Licence Agreements will be issued by the Centre Manager. Event Permits and Licence Agreements may be signed by the Centre Manager as authorised agent for the land owner(s) of the land containing the Publicly Accessible Area to be used.

The Centre Manager must acknowledge receipt of an Event Application Form for an Event Permit or other written application for a Licence Agreement (**Application**) within 2 Business Days of receipt (**Receipt Acknowledgement**). If an applicant has not received a Receipt Acknowledgement within this timeframe, an applicant is required to contact the Centre Manager to verify the details of the proposed Application lodged. The Centre Manager will respond to an Application within 7 days of its receipt.

The Event Application Form is available for collection from the Centre Management Office at Oran Park Town Centre or can be downloaded from the website together with the applicable conditions of use.



Agreed form to be inserted

Event Permit & Notifications

An Event Permit is required in connection with any individual or small scale community based use of, or event within, a Publicly Accessible Area (which may occur on multiple occasions). This includes use by community groups, schools, youth organisations, sporting clubs, registered charities, political candidates / parties, religious groups, school bands, busking and small-scale commercial filming and photography.

An applicant must submit an Event Application Form for an Event Permit to the Centre Manager and provide all key contact information regarding the applicant, the nature of its proposed usage of a Publicly Accessible Area, the specific requested Publicly Accessible Area and the preferred frequency of use of a Publicly Accessible Area. On the basis that all required information has been provided by an applicant to the Centre Manager, the Centre Manager will grant an Event Permit to the applicant for a specific fixed period, for a particular Publicly Accessible Area (in which the Centre Manager has discretion in determining whether another Publicly Accessible Area, other than the one requested by an applicant, is more suitable based on the nature of the proposed use) in accordance with the notified usage (e.g. a 12 month busking permit). The Centre Manager is entitled to grant the Event Permit under the terms of their appointment by the Committee.

Once an Event Permit has been granted to an applicant (**Permit Holder**), the Permit Holder is entitled to use the specified Publicly Accessible Area from time to time within the term of the Event Permit. The Permit Holder must notify the Centre Manager no later than seven (7) days prior to the proposed date in which the Permit Holder seeks to use the specified Publicly Accessible Area in accordance with its Event Permit, to enable the scheduling of the anticipated usage of the various Publicly Accessible Areas. The Centre Manager may only refuse use of the specified Publicly Accessible Area by the Permit Holder if there is some pre-organised large scale event which

renders the area unavailable for the authorised use under the Event Permit. The Centre Manager will, however, use its best endeavours to accommodate the Permit Holder in an alternative venue for that specified day. Use of a Publicly Accessible Area by an applicant in accordance with its Event Permit is subject to the standard conditions of use annexed to the Event Permit.

Licence Agreement

A Licence Agreement is required to be entered into between the land owner (as licensor) of the land on which the Publicly Accessible Area exists, and the applicant (as licensee) for the use of a Publicly Accessible Area for an approved event that requires a licence. Those events include weddings, corporate product launches, street parades, festivals and large scale public entertainment events where a licence fee is payable.

In considering an application for a private event, commercial event or larger-scale community event, the Centre Manager may require additional information to be submitted in support of an applicant's initial written application, including:

- (b) the scale of the event (i.e. is it a neighbourhood, regional or national event);
- (c) the targeted market (i.e. public or "invitation only");
- (d) a realistic estimate of patron attendance (if applicable);
- (e) proposed marketing for the event (if applicable); and
- (f) any proposed equipment or facilities required by those staging and attending the event.

Criteria that the Centre Manager must have regard to when considering granting a Licence Agreement include:

- (i) Is the Publicly Accessible Area capable of accommodating the proposed event without creating undue damage to the condition of the area and any in situ infrastructure?
- (ii) Can the Publicly Accessible Area cater for the number of patrons anticipated and any associated event equipment?
- (iii) How will the event impact on adjoining residents, tenants and property owners?
- (iv) How will associated issues of noise, traffic-flow, parking, lighting and other disturbances be managed?
- (v) Are supplementary waste and sanitation facilities required?
- (vi) Does the Publicly Accessible Area provide adequate access, parking and toilet facilities to cater for the event, including requirements for persons with a disability?
- (vii) Has the applicant provided a satisfactory risk plan, security and emergency management plans and waste management plans?
- (viii) Do any relevant authorities or other government bodies (such as Council, the fire brigade or the police) have any concerns regarding the proposed event?
- (ix) Have appropriate approvals, such as development approvals, open space licences and any other related permits been obtained?

Obtaining appropriate assurances (i.e. bonds) and insurance (i.e. public liability)?

- Have appropriate measures to protect the amenity of the public not attending an event (e.g. ensuring the provision of adequate public circulation around the event), been considered?
- Is the applicant's proposed event in compliance with all relevant legislation (i.e. including noise curfews, use of temporary structures etc).
- In assessing an Application, the Centre Manager must have equal and appropriate regard to the above criteria as well as the overarching rights of individuals to use public places for their access and enjoyment.
- The Centre Manager has the unilateral ability to revoke an event approval with X weeks notice.

Lodgement of an Application:

If sending by Post:

[Insert the postal address / the Centre Manager address]

Alternatively, the Application may be e-mailed to [].

APPROVAL PROCESS

The Committee has implemented a layered events approvals mechanism which is dependant on the nature of the proposed event or whether the proposed usage is the subject of either an Event Permit or a Licence Agreement.

An approval guide is provided to applicants in Section 5.0 setting out the the following aspects:

- Approval level.
- Application Process.
- Minimum requirements.
- Fee/Charge for Hire of PAA.
- Type of Proposed Usage/Event.

Event approval is subject to availability. Other events may be scheduled within the Publicly Accessible Areas on the date requested. If an Application is approved, the Centre Manager will procure the issue of a Licence Agreement

for the applicant / event organiser to sign as a legally enforceable agreement between the parties regulating the duration of the occupation and authorised use of the applicable Publicly Accessible Area.

The Centre Manager reserves the right to approve, condition or decline any private, commercial or large-scale public event proposed for a Publicly Accessible Area, based on the appropriateness of the event considering the suitability and condition of the proposed site. This is subject to the rights of authorised public assemblies (in accordance with s23 of the *Summary Offences Act 1998 (NSW)*) which are not subject to the provisions of this Management Plan in respect of any authorised public assembly. If the Centre Manager refuses an application for a proposed event, the decision by the Centre Manager must be provided to the applicant in writing, detailing the grounds for refusal.

APPEAL MECHANISM

In the event the Centre Manager refuses an Application on grounds other than:

- the non-availability of the requested Publicly Accessible Area for the requested date/time, or
- on the basis that the Application is incomplete,

an applicant may lodge a written request for review of the decision to the management committee established under the Town Centre Management Statement (TCMS).

If sending by Post:

Appeals Committee Chair
 C/- Oran Park Town Centre Management Committee
 [insert address]

Alternatively, the request for an appeal may be e-mailed to [].



Appeals Process

If an applicant wishes to seek a review of a decision of the Centre Manager to refuse an Application, the following appeals process applies:

1. Notice/advice received by Applicant from Centre Manager that Application is not approved.
2. Applicant submits written request to Appeals Committee Chair for a review of the Centre Manager's decision and outlining grounds for review and consideration.
3. Appeals Committee Chair circulates to Appeals Committee representatives and notifies Applicant and Centre Manager of the date the Appeals Committee will meet to consider and make a determination in connection with the application for review.
4. Appeals Committee meeting held and determination made. Decision notified by Appeals Committee Chair to Applicant and Centre Manager within 28 days of receipt of a complete application for review. Appeals Committee decision is final and binding.



3. Maintenance & Management of Publicly Accessible Areas

The maintenance and management of the publicly accessible areas within Oran Park Town Centre is regulated under the TCMS.

The Committee wishes to maintain a high level of amenity and appearance of the Publicly Accessible Areas within Oran Park Town Centre ensuring the continued enjoyment by the residents, tenants, occupiers, invitees and the general community as a whole as well as ensuring compliance under the Work Health & Safety Act 2011.

To ensure the continued maintenance standards for the Publicly Accessible Areas within Oran Park Town Centre, the Committee has specific arrangements in place (by way of contractual

arrangements and Management Plans to address the areas detailed in the table below.

The frequency and standard of the maintenance and repair of the Publicly Accessible Areas will be appropriate for the type of area in question. Such frequency and standard will, at a minimum, reflect the same frequency and standard that would otherwise be determined by the Oran Park Town Centre Landscape Maintenance Plan & Oran Park Town Centre Design guidelines.

Applicants seeking the use of a Publicly Accessible Area for an organised event should be aware of those maintenance standards.

Discipline	Description	Responsibility
Cleaning and Landscaping	Removal of rubbish, general cleanliness of surfaces, street cleaning and cleaning of outdoor surfaces	Town Centre Management Committee
Waste Management	Waste management plan in accordance with the Council's waste management plan.	Camden Council
Roads	Roads in Oran Park Town Centre that are privately owned (however, deemed to be a "public road" for the purposes of all third party protective legislation including the Motor Accidents Compensation Act 1999, Summary Offences Act 1988 etc)	Town Centre Management Committee
Street Furniture	Embellishments, Directional and other Signage etc	Town Centre Management Committee and Camden Council

4. Understanding this Management

4.1 Definitions

The following definitions are used in this Management Plan:

Application means either an Event Application Form or the lodgement of any other written expression of interest to hold an event in a Publicly Accessible Area.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney and concludes at 5 pm on that day.

Committee means the management committee established under the Town Centre Management Statement (TCMS).

Council means Camden Council.

Event Application Form means an application form available from the Centre Management Office at Oran Park Town Centre or downloadable from both Camden Council and Oran Park Town Retail Centre website's, which must be submitted by an applicant seeking an Event Permit.

Event Permit means a permit sought by an applicant to use a Publicly Accessible Area for a specific purpose (i.e. busking, fundraising or other community based activity/entertainment) on multiple occasions over a specified period of time.

Licence Agreement means a licence agreement to be entered into between the land owner (as licensor) of the land on which the Publicly Accessible Area exists, and the applicant (as licensee) for the use of a Publicly Accessible Area for an approved event that requires a licence.

Management Plan means this Publicly Accessible Areas Management Plan.

Centre Manager means the manager appointed from to time by the committee established under the TCMS, to manage the PAAMP.

Oran Park Community Scheme means the community scheme created by the registration of DP..... comprising a total site area of approximately 36 hectares, bounded by Oran Park Drive, Dick Johnson Drive, Peter Brock Drive and South Circuit, at Oran Park.

Oran Park Town Centre means those parts of the Oran Park Community Scheme that contain areas that are Publicly Accessible Areas.

Publicly Accessible Areas means areas that are intended to be available for public use, as identified in Section 2 of this Management Plan.

Town Centre Management Statement means the management statement registered with DP.....

4.2 Interpretation

In this Management Plan, unless the context otherwise requires:

- (a) a reference to a person includes a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
- (b) including and includes are not words of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) a reference to a time is to that time in New South Wales;
- (e) a word that is derived from a defined word has a corresponding meaning;
- (f) monetary amounts (\$) are expressed in Australian dollars and are GST exclusive unless otherwise stated;

- (g) the singular includes the plural and vice-versa;
- (h) words importing one gender include all other genders;
- (i) except in the case of a Licence Agreement or other permit to hold an event, a reference to a natural person includes their personal representatives, successors and permitted assigns;
- (j) except in the case of a Licence Agreement or other permit to hold an event, a reference to a company includes its successors and permitted assigns; and
- (k) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision.

4.3 Legislative compliance and endorsement by Council

This Management Plan has been prepared after the consideration of relevant legislative references including the Local Government Act 1993, Camden Council's Development Control Plans, the Work Health & Safety Act 2011 (NSW), the Roads Act 1993 (NSW), the Community Land Management Act 1989 (NSW), the Strata Schemes Management Act 1996 (NSW), the Strata Schemes (Freehold Development) Act 1973 (NSW), the Conveyancing Act 1919 (NSW), the Summary Offences Act 1988 (NSW), the Law Enforcement (Powers and Responsibilities) Act 2002 and the Civil Liability Act 2002.

This Management Plan has been endorsed by Council. TBC

4.4 No Illegal Activities

- (a) The content of material used, displayed or distributed as authorised under this Management Plan; and
- (b) any act, omission or conduct of any applicant or other person using a Publicly Accessible Area,

is subject to all laws in force in the jurisdiction. Any contravention of the issues by an applicant or other person using a Publicly Accessible Area is not endorsed or condoned by the Committee and the Committee may take whatever action it is entitled to at law to remedy any such contravention.

4.5 Corporate Social Responsibility

The operation and management of Oran Park Town Centre by the Committee will reflect the Committee's commitment to corporate social responsibility. That is, the social and environmental consequences of the methods of managing a town centre will be considered by the Committee in any decision making process in conjunction with the relevant financial and economic considerations.

4.6 Characterisation of certain Publicly Accessible Areas as public roads for motor vehicle laws

For the purposes of legislative protection available to third parties, certain of the Publicly Accessible Areas that comprise private roads are deemed to be 'public road' and a 'public place' for the purposes of motor vehicle laws. This is particularly relevant regarding the occurrence of, and rights regarding, motor vehicle accidents which may occur on these Publicly Accessible Areas and any unlawful or unauthorised acts which are regulated under the *Summary Offences Act 1988* (NSW).

The Committee acknowledges that based on the categorisation of certain of the Publicly

ORD02

Accessible Areas as a 'public road' or a 'public place' under various legislative sources, authorised public assemblies cannot be restricted from occurring on these areas if the applicant / event organiser complies with the provisions of s23 of the *Summary Offences Act 1988* (NSW). Such authorised public assemblies are exempt from complying with the provisions of this Management Plan.

by any member of the Committee, then the Committee must meet to discuss the change.

Submissions for proposed amendments to this Management Plan may also be made by the general public at any time, by writing to the Committee at [insert address – of TCMS Manager / Centre Manager].

4.7 Updating and amending this Management Plan

The Committee may, from time to time, make drafting modifications to this Management Plan which may include improvements to the processes set out in this document or reflect changes associated with the development of the Oran Park Town Centre. This can be done by way of a circulator resolution by member of the Committee for any minor administrative or process amendments. If no response or objection to the proposed amendment detailed in the circular resolution is received by the Committee within 28 days of the date of distribution of the circular resolution to the members of the Committee, the proposed amendments set out in the circular resolution will be deemed acceptable and the appropriate modification to this Management Plan will be made.

If the proposed amendment to this Management Plan is considered to be a significant change

4.8 Contact Details

Enquiries on the availability and terms for the use of the Publicly Accessible Areas can be made via the website [] or on telephone (02) []. Information relating to Oran Park Town Centre's services, facilities, Publicly Accessible Areas and forthcoming events can also be obtained from Oran Park Town Centre's website.

Attachment 5

5. Application Approvals Process Chart

	Application Process	Minimum Requirements	Examples of Proposed Usage/Events
<p>Approval Level 1 Community based one-off or periodic usages / events</p> <hr/> <p>Fee/Charge for hire of PAA No Charge</p>	<p>Online, telephone or in-person enquiry to the Centre Management Office at Oran Park Town Centre.</p> <p>Applicant to lodge / complete the Event Application Form for an Event Permit.</p> <p>Only relevant information to be completed includes contact details of applicant, proposed date, time and location of event / proposed usage and purpose for proposed use/event.</p> <p>The Centre Manager representative will be in contact.</p> <p>Approvals considered once fully completed form provided to the Centre Manager. The Centre Manager will confirm by providing an Event Permit to be carried at all times by Permit Holder.</p>	<p>Applicant submits signed Event Application Form for an Event Permit.</p> <p>The Centre Manager issues an Event Permit (this can be a one-off or fixed period Permit), which must be carried by the Permit Holder at all times while using the Publicly Accessible Area in accordance with the permitted use.</p>	<p>Promotion and / or fundraising by registered charities, youth organisations, religious groups, community groups political candidates/ groups.</p> <p>Busking (low risk e.g. singing)</p>
<p>Approval Level 2 Larger scale Community based one-off or periodic usages / events and small-medium commercial / private events</p> <hr/> <p>Fee/Charge for hire of PAA No Charge</p>	<p>Online, telephone or in-person enquiry to the Centre Management Office in Oran Park Town Centre.</p> <p>Applicant to lodge written application (being the Event Application Form in connection with an Event Permit).</p> <p>In addition to the basic information required for Approval Level 1, more detailed information required in connection with proposed usage / event including impact on traffic / pedestrian flow, any potential security considerations, waste management strategies etc.</p> <p>The Centre Manager representative will be in contact.</p>	<p>Applicant submits signed Event Application Form or written application for a proposed Licence Agreement.</p> <p>For Community Events / Usages:</p> <p>The Centre Manager and Applicant enter into either an Event Permit if proposed usage based on a community event / activity (this can be a fixed period Permit) or a Licence Agreement, dependant on size of the event.</p> <p>Public Liability Insurance may be required in connection with a Licence Agreement (minimum \$20,000,000).</p>	<p>Promotion and / or fundraising by registered charities, youth organisations, religious groups, community groups political candidates / groups.</p> <p>Busking (high risk e.g. flame juggler).</p>

	Application Process	Minimum Requirements	Examples of Proposed Usage/Events
Approval Level 2 cont. Fee/Charge for hire of PAA Appropriate charge dependant on nature of commercial event/usage		For Commercial Operations. In connection with an application for a Licence Agreement, the Centre Manager. Licence Agreement to be entered into by the applicant. This details the minimum requirements for use, insurance, repair and maintenance obligations, accessibility, and waste management considerations.	Weddings Commercial Operations (product launches, sponsorship events etc)
Approval Level 3 - Large scale commercial/private events Fee/Charge for hire of PAA Appropriate charge dependant on nature of commercial event/usage	Telephone or in-person enquiry to [xxxxxxxxx] Town Centre Management/ the Centre Manager. Applicant to lodge a written application regarding proposed event. Detailed information required to support application, as requested by the Centre Manager. Centre Manager will be in contact.	Applicant submits signed written event application. Licence Agreement to be entered into by the applicant. This details the minimum requirements for use, insurance, repair and maintenance obligations, accessibility, and waste management considerations. References to be provided. Public Liability Insurance (minimum \$20,000,000) will be required. Security Bond (for damage) may also be required.	Public Entertainment – theatre, music and screenings Large-scale commercial filming and photography. Fun Runs Street Parades Festivals Car Shows Exhibitions Corporate Events Commercial Operations
Authorised Public Assembly Fee/Charge for hire of PAA See Summary of Offences Act 1988 (NSW)	Serve a Form 1 notice of intention to hold an authorised public assembly (contained in Schedule 1 to the Summary Offences Regulation 2005 (NSW)) with the Commissioner of Police, in accordance with the requirements of section 22 of the Summary Offences Act 1988 (NSW).	Service of a Form 1 with the Commissioner of Police Any other requirements as may be prescribed by the Commissioner of Police or the Summary Offences Act 1988 (NSW).	Public assembly and public procession



ORDINARY COUNCIL

ORD06

SUBJECT: ORAN PARK GOVERNANCE ARRANGEMENT
FROM: Director Governance
BINDER: 13/50864

PURPOSE OF REPORT

The purpose of this report is to seek Council's in-principle support for

- entering into a governance arrangement with Oran Park Town Centre management, subject to conditions outlined in this report; and
- entering into a Community Title Scheme arrangement whereby a higher standard of amenity within the Oran Park Town Centre will be introduced to support the objectives set out in the Oran Park Town Centre Part B DCP.

BACKGROUND

The owners and developers of Oran Park Town Centre approached Council in late 2010 with a proposal to put in place an appropriate governance arrangement that covers both public and private space within the town centre precinct.

The Oran Park Town Centre is currently privately owned. However, over time, there will be publicly owned land upon which assets will be built within the town centre precinct such as a library, town park and leisure centre (with the possibility of a central council administration building).

The proposed area for which the governance arrangement is proposed to apply is shown in **Attachment 1 at the end of this report**.

The governance arrangement proposed is commonly referred to as a Public Areas Access Management Plan (PAAMP). The PAAMP is proposed to sit within a broader Community Title Scheme, a structure similar to that used at Rouse Hill Town Centre.

MAIN REPORT

PAAMP

Oran Park Town Centre will integrate a number of land uses including retail, commercial, residential, roadways, civic and open space on both private and public owned land. Developing a PAAMP for the publicly accessible areas, within and surrounding these uses, is considered critical and will ensure flexibility, vibrancy and security within the Town Centre. One of the objectives is to create an atmosphere that is friendly, active, safe and clean.

The PAAMP will cater for a wide range of community activities including buskers, markets and special events. The PAAMP will allow Council to operate within a formal decision making environment to ensure the rights and interests of the public are not only protected but are to be stated primary objectives within the PAAMP itself.

This is the report submitted to the Ordinary Council held on 9 August 2011 - Page 1



ORD02

Attachment 6

The PAAMP will ensure that certain privately owned spaces are fully available to the public as if they were publicly owned, and detail the roles and responsibilities of each of the parties who would normally manage the various private and public areas.

The PAAMP allows Council to be actively involved in the following aspects of the Oran Park Town Centre. It will:

- provide a framework that ensures management of public access in both public and private spaces is carried out seamlessly by clearly defining roles and responsibilities.
- ensure appropriate management, maintenance and repair as well as appropriate cost apportionment.
- through linkages with the proposed Community Title Scheme, provide a well managed high quality public domain as Council will have an active say in its day to day management rather than a passive role with little or no ability to effect change.
- address social equity and access within the Town Centre. This will allow a balance between freedom of use by individuals and wider amenity.
- encourage events that will actively enhance the community's experience of Oran Park Town Centre.
- ensure events and uses are compatible with both day-to-day centre usage and normal publicly owned spaces.
- prescribe conditions for the care, maintenance and management of temporary events for all publicly accessible areas.
- establish event procedures for approvals.
- minimise complaints associated with the use of private property via clear detailed communication of rights and responsibilities of all stakeholders.
- allow the Core Area (a combination of public and private space) to be covered under one public liability policy.

COMMUNITY TITLE SCHEME

The PAAMP sits within a broader Community Title Scheme framework. There are 2 essential elements to this framework:

1. Primary Community Title Scheme – the Broader Town Centre

It is proposed that the overall public domain within the area covered by the Oran Park Town Centre Part B DCP is managed by a central governing body. This scheme will include all owners within the Part B DCP area and will be responsible for covering the additional cost of managing and maintaining the public domain, including the street system - for example, in relation to the maintenance and replacement of paving, light poles and trees.

The contribution will be calculated by applying the additional costs equitably across all owners within the scheme. This scheme will also make contribution towards additional maintenance, cleaning, repair and security for the Town Centre Core Area.

The levies collected will be calculated based on the cost of works over and above Council's normal standards. As a landowner within the town centre precinct, Council will be expected to pay a premium for this higher than normal service standard. This premium is estimated at \$25,000 per annum (indexed in accordance with CPI) and is over and above the money Council would otherwise spend in the town centre precinct.



Council will still be responsible for the cost of works to achieve its base standard. This would be the case no matter where public development took place.

2. Secondary Community Title Scheme - the Core of the Town Centre

This scheme includes the Town Square and Town Park. This scheme will include the Shopping Centre, Civic Buildings and the Leisure Centre and will be responsible for the cost and coordination of more intense management of the Town Centre Core Area.

While the scheme will need involvement from other entities (e.g. Leisure Centre) and representatives (e.g. local scheme), key funding will be the responsibility of Council and the Shopping Centre. Costs for some works would be shared, for example security and cleaning for the Core Area would be undertaken through the same contract with an agreed 'area based' apportionment between Council and the Shopping Centre.

ROUSE HILL TOWN CENTRE

The Rouse Hill Town Centre provides a comparative model to that proposed at Oran Park Town Centre.

This is the example most useful as a comparison as it falls under NSW legislation, was established in 2007 and contains a similar mix of occupancies with private and public ownership components (including The Hills Council).

There is a registered Town Centre Management Plan which establishes a Committee. The Committee is responsible for ensuring the operational and managerial aspects of the Management Plan are complied with for the benefit of the members, owners and occupiers.

Each relevant lot owner must appoint a representative to become a member of the Committee (including lots in public ownership) and there is provision to add additional members should a subdivision increase the number of lot owners covered by the Plan.

The Management Plan includes a schedule of "shared facilities" and the proportional split of costs for each line item (including insurances and management expenses). The Committee must prepare an annual budget for its anticipated expenses and these are funded by contributions based on the relative weighted average of expense liabilities. A reconciliation is completed at the end of each financial year to ensure each owner pays the correct proportion of expenses incurred for the year.

Recent visits to the Rouse Hill Town Centre highlight the effectiveness of the governance arrangements in place. The Town Centre is a vibrant and thriving gathering place that provides much more than just retail outlets for the public's benefit. There are places to read (the library), take time out (the secret garden), participate in community events, listen to buskers, play a game of basketball or meander along the interpretive trail.

The owners and developers of Oran Park Town Centre are seeking to create a similar experience.

RESOURCING

It is acknowledged that Council's involvement in developing an appropriate governance arrangement will take time and money. The fact that the Hills Council has paved the



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Attachment 6

way for this governance arrangement means the bulk of the work is now set by precedent.

The developer has agreed to engage consultants and pay for all costs associated with investigating, preparing and implementing necessary planning and legal documents related to the proposed governance arrangements. The developers expect this to be in the order of \$200,000. Greenfield Development Corporation and Landcom will also be allocating their senior staff time in implementing this proposal.

In recognition of Council's need to review the proposal, Landcom have offered to pay up to \$50,000 towards Council's costs in setting up and reviewing the proposal.

STEERING COMMITTEE

Given the magnitude of this project it is recommended a small steering committee be formed to represent the interests of Council. It is proposed the committee comprise the following positions:

1. Director – Governance;
2. Director – Works and Services;
3. Council's Property Advisor; and
4. One Councillor

It is envisaged the steering committee will report back to Council as a whole on a periodic basis over the next 12 months to ensure the interests of the public are being adequately considered and reflected in the drafting of the governance arrangement. Council, as a whole, will ultimately sign off on the final governance arrangement.

In the event that there are irreconcilable differences of opinion in developing the governance arrangement, Council has the option of no longer participating in the proposal.

CONCLUSION

The owners and developers of Oran Park Town Centre have approached Council with a proposal to enter into a governance arrangement that covers both public and private space within the Town Centre. The proposal provides an opportunity to create a unique Town Centre, modelled on the success of the Rouse Hill Town Centre where public access to privately owned areas is guaranteed and governed similar to publicly owned areas.

Such a governance arrangement provides an opportunity to create a vibrant and inclusive town centre for the community.

The governance arrangement is intended to operate within a Community Title Scheme framework which will enable stakeholders to outline objectives as well as document key responsibilities, public access rights and the utilisation of public and private spaces in a coordinated and consistent manner within the Town Centre.

Additionally, the proposed Community Title Scheme envisages a higher level of amenity than Council would otherwise provide in a Town Centre. This higher level of amenity is anticipated to cost Council an additional \$25,000 per annum over and above the base standard that Council would otherwise provide through rates and other sources of revenue. Other property owners in the scheme would also contribute to these costs.

This is the report submitted to the Ordinary Council held on 9 August 2011 - Page 4



In recognition of the effort required for Council to be involved in this exercise, Landcom have offered to pay up to \$50,000 towards Council's costs in setting up and reviewing the proposal.

Should Council agree to the recommendation to proceed with this proposal, Council will form a Steering Committee which will report progress to Council throughout the process.

RECOMMENDED

That Council:

- i. endorse entering into negotiations for an Oran Park Town Centre governance arrangement that includes the creation of a Community Title Scheme and a Public Areas Accessibility Management Plan;
- ii. nominate a Councillor representative to the Steering Committee to oversee the development of the Oran Park Town Centre governance arrangement; and
- iii. endorse a higher level of amenity within the Oran Park Town Centre and acknowledge that there is an additional recurrent cost associated with this standard.

Resolution:

MOTION

Moved Councillor Cagney, Seconded Councillor Campbell that:

- i. *Council endorse entering into negotiations for an Oran Park Town Centre governance arrangement that includes the creation of a Community Title Scheme and a Public Areas Accessibility Management Plan;*
- ii. *Councillor Anderson be nominated as the Councillor representative to the Steering Committee to oversee the development of the Oran Park Town Centre governance arrangement with a second Councillor representative position to be left open should Councillor Funnell or Warren wish to be nominated;*
- iii. *endorse a higher level of amenity within the Oran Park Town Centre and acknowledge that there is an additional recurrent cost associated with this standard.*

ORD1/11 THE MOTION ON BEING PUT WAS CARRIED

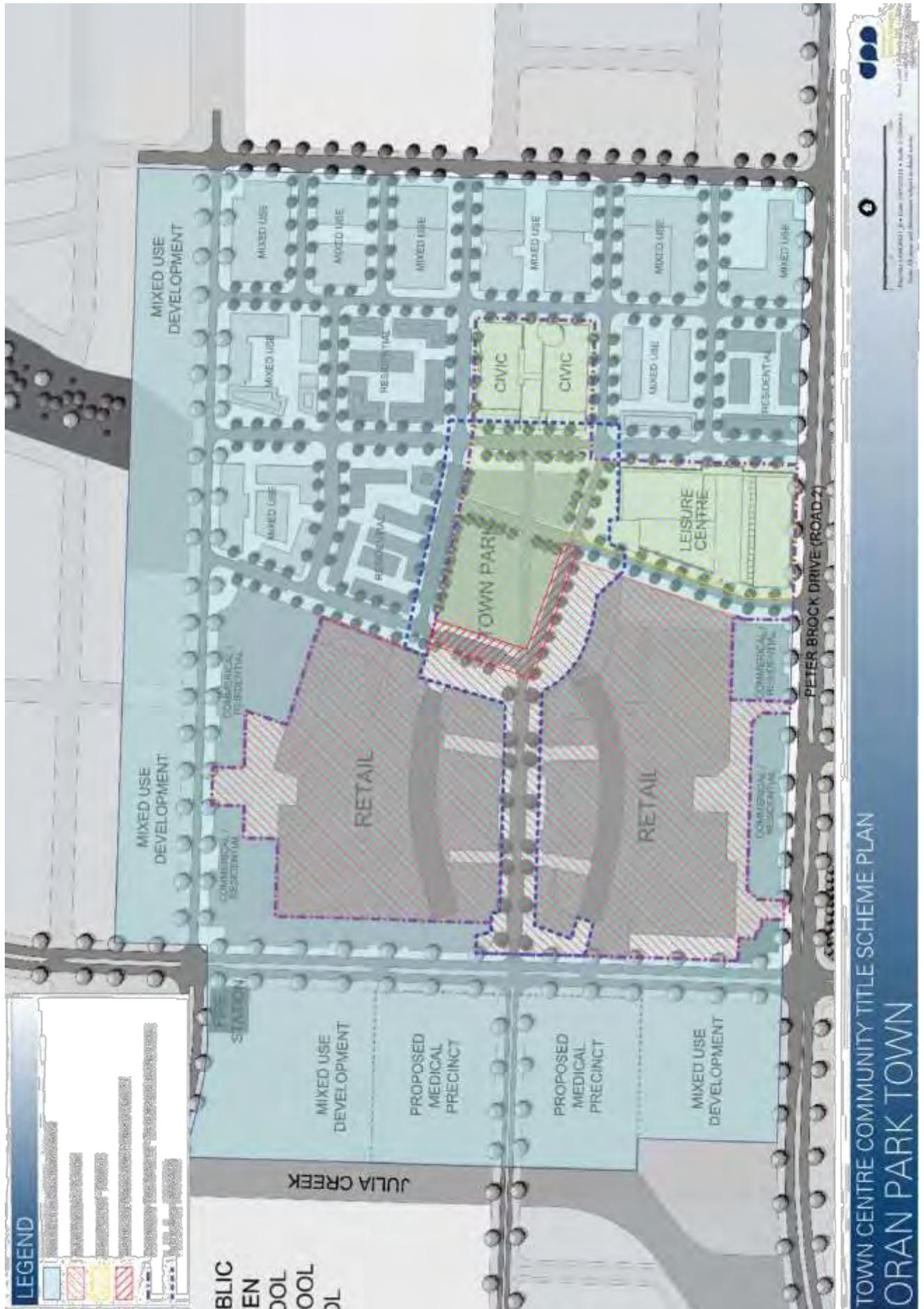
ATTACHMENTS

1. Proposed Area for Governance Arrangement

This is the report submitted to the Ordinary Council held on 9 August 2011 - Page 5

ORD02

Attachment 6





ORDINARY COUNCIL

ORD02

SUBJECT: SITE SELECTION - NEW CENTRAL ADMINISTRATION BUILDING
FROM: Director Governance
BINDER: 13/52213

PURPOSE OF REPORT

The purpose of this report is to:

1. provide Council with an update on progress since the Council resolution of 22 May 2012 which accepted the recommendation of Oran Park as the site for the New Central Administration Building;
2. present Council with documentation that converts the proposal from the owners/developers of Oran Park into a legally binding commitment on terms and conditions satisfactory to Council;
3. recommend to Council that the documentation for the delivery by the owners/developers of Oran Park of the preferred site for the New Central Administration Building be accepted and authorise the Mayor and General Manager to execute the documentation; and
4. outline the next steps in the process for the specification and design of the New Central Administration Building.

BACKGROUND

A review of the future office accommodation needs of Council commenced in 2008 with a preliminary needs analysis which predicted that Council's office based accommodation needs would grow from approximately 3,000 square metres to 8,400 square metres of floor space over the next 30 years.

This increase in the amount of future office space is required to accommodate the projected increase in staff required to service the needs of the Camden Local Government Area (LGA) as a result of the State Government's plans to concentrate a large proportion of development in the South West Sydney region. The Camden LGA population is forecast to increase from 60,000 to 275,000 over the next 30 years.

In late 2008, Council engaged independent experts to assist with the selection of the most appropriate site to accommodate a New Central Administration Building. The scope of works was limited to three (3) key sites; Camden (of which there was 2 options explored), Narellan and Oran Park.

In 2009, Council appointed consultants, Hassell in conjunction with Jones Lang LaSalle, Davis Langdon and Arup, to evaluate the suitability of each of the three (3) proposed sites being considered, to enable a recommendation of the most appropriate site for a New Central Administration Building for Camden Council. The study covered technical, locational and feasibility aspects of each of the three (3) sites.

The findings from this body of work were presented to Councillors at a workshop in late 2009 and again in early 2011, culminating in a report to Council on 12 July 2011.

This is the report submitted to the Ordinary Council held on 27 November 2012 - Page 1

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Attachment 7



The results of the study found that there was very little difference between Narellan and Oran Park as the preferred site for a New Central Administration Building but that Camden was the least preferred site of the 3 sites assessed.

At the meeting of Councillors on 12 July 2011, Council:

- A. endorsed the findings of the site selection study for the New Central Administration Building;
- B. agreed that Council officers should pursue what opportunities might exist at Oran Park and explore alternative options for Narellan; and
- C. alternative opportunities and/or uses for the existing Camden site should be investigated.

In order to pursue what opportunities might exist at Oran Park and explore alternative options for Narellan (essentially, Part B of Council's Resolution), a comprehensive selection process was undertaken by inviting proposals from:

- Greenfield Development Corporation (GDC) – proponents for the Oran Park site; and
- Camden Council Capital Works Branch (with the assistance of consultants, Hassell) – acting as proponents for the site at Narellan.

Detailed assessment of each of the proposals was undertaken and a workshop with Councillors was held on 21 February 2012 at which each of the proponents made a presentation and the preliminary assessment was presented.

The findings of the assessment into the most appropriate site for a New Central Administration Building were presented to Council in a report on 27 March 2012. However, Council deferred considering that report pending clarification of a number of matters raised by Councillors. These matters were subsequently discussed with Councillors at a workshop on 10 April 2012 at which independent Probity Auditor, Gary Clarke, was in attendance to assist in the clarification of Councillor concerns.

A Supplementary Report was then presented on 22 May 2012 and Council resolved to:

- i. note the information presented in this report;
- ii. endorse and accept the recommendation of Oran Park as the site for the New Central Administration Building;
- iii. pursue negotiations with the owners/developers of Oran Park to convert their proposal into a legally binding commitment on terms and conditions satisfactory to Council;
- iv. not accept the leasing proposal put forward by the owners/developers of Oran Park;
- v. investigate alternate opportunities and/or uses for the existing Camden and Narellan sites with a view to maximising economic opportunities for the community within those town centres; and
- vi. proceed to formulate a project plan for the specification and design of the New Central Administration Building.

MAIN REPORT

In order to pursue negotiations with the owners/developers of Oran Park to convert their proposal into a legally binding commitment on terms and conditions satisfactory to Council, a Project Plan was developed. This was to guide and assist Council through



the negotiation process in order to ensure that this process was undertaken prudently and transparently and to ensure that Council achieves its objectives.

Before discussing the progress to date, the proposal from the owners/developers of Oran Park for the delivery of the preferred site for the New Central Administration Building is set out below along with the outcome of the selection process upon which the recommendation to Council was based.

Oran Park Proposal

The proponents of the site at Oran Park, Greenfield Development Corporation, submitted a proposal to Council which has the following key attributes:

- gifting to Council of a 1 hectare parcel of land which when combined with the existing Voluntary Planning Agreement (VPA) commitment for a new library provides Council with a 1.68 hectare 'civic precinct' (not including the Town Park).
- a site fully warranted as "fit for purpose", including all services.
- roads completed to three frontages to facilitate construction of the New Central Administration Building.
- a proposal to bring forward certain VPA commitments such as the Library and Town Park to open in conjunction with the Administration building as well as acceleration of the Leisure Centre (located within 100 metres of the proposed Administration Building) and Mick Doohan Reserve.

Outcome of assessment process

A rigorous selection process based on a set of criteria and indicators was undertaken to determine the best possible site.

The technical assessment revealed that there was very little that separated each of the options with both the Oran Park and Narellan sites more than capable of satisfying Council's future service delivery and accommodation needs.

However, once the site specific risks and opportunities were taken into consideration, Oran Park was considered the most appropriate site based on significantly greater opportunities which include:

- The gift of a 1 hectare parcel of land with an estimated current value of \$2.25m.
- A site fully warranted as "fit for purpose", including all services.
- Opportunity to lease, develop or sell both the Narellan A and Narellan B sites providing Council with an estimated current value of approximately \$5m.
- Ability to construct the long term solution at the geographic centre of the Council's future population.
- Ability to integrate new Administration Building & Library on one site.
- Capacity to act as a catalyst for the early delivery of certain Oran Park VPA commitments.

In particular, acceptance of the Oran Park proposal provides both Council and the community with the opportunity to realise not only the highest monetary value (a difference of some \$5m) but also allows the Narellan sites to be developed for their "highest and best use" so as to add to the success of the Narellan Town Centre.



Progress to Date

The timetable outlined in the Project Plan has been met to date with the following milestones having been achieved:

- a comprehensive process and governance framework (comprising a Project Plan, Probity Plan, Risk Management Plan, Communications Strategy and Financial Overview) were developed before any negotiations with the proponents for Oran Park commenced;
- legal advisors with recognised expertise in the negotiation and documentation of transactions of this type were appointed (Baker & McKenzie);
- a comprehensive negotiation process has been undertaken with the proponents for Oran Park;
- documentation that converts the proposal from the owners/developers of Oran Park for the delivery of the preferred site for the New Central Administration Building into a legally binding commitment on terms and conditions satisfactory to Council;
- a structural model has been developed for the project delivery phase based on the formation of specialist teams to ensure major elements of the project are appropriately addressed;
- preliminary work has been undertaken in relation to the possible procurement options and the resources required for the specification and design of the New Central Administration Building;
- ongoing and comprehensive risk management analysis has been undertaken;
- the results of this work in relation to the legal documentation, structural model for project delivery, procurement options, resourcing and risk management analysis has been presented to the Executive Management Team (Manex) in recent weeks; and
- a workshop with Councillors was held on 13 November 2012 at which a summary of this work was presented.

Primary Project Stakeholders – Negotiation Phase

The ultimate decision making body is Council with Manex acting as the Project Sponsor.

As outlined in the Project Plan, a Project Control Group (PCG) comprising the Director of Governance and 2 external consultants was established. In addition, the PCG engaged Council's Risk Management Officer to assist in relation to the risk assessment/management aspects.

The role of the PCG was to pursue negotiations with the owners/developers of Oran Park to convert their proposal into a legally binding commitment on terms and conditions satisfactory to Council and provide recommendations to Manex and, in turn, make recommendations to Council.

The PCG engaged legal advisors with recognised expertise in the negotiation and documentation of transactions of this type (Baker & McKenzie) rather than Council's existing legal panel. The choice of Baker & McKenzie was supported by members of the existing legal panel.



Probity

In order to ensure that, in relation to the negotiation process, Council and the PCG maintain the utmost level of integrity and observe the highest degree of probity, a comprehensive Probity Plan was prepared, signed off by Council's external Probity Auditor and supplied to both the Department of Local Government and ICAC for review. All provided positive feedback. That plan was strictly adhered to and enforced.

To continue that same high standard, the Probity Plan was adopted for use in the current stage of the project and was again certified by Council's external probity auditor Mr Gary Clarke. Council continues to retain Mr Clarke's services as Probity Auditor for future stages of the project and has an ongoing relationship with the Department of Local Government and ICAC to ensure the project remains probative, transparent and accountable to its community at all times.

Further, reports to Council, the full suite of Governance documents and associated legal documentation will be made publicly available.

LEGAL DOCUMENTATION

Overview

The PCG's task was to convert the offer from Oran Park into a legally binding contract in order to ensure that Council receives what was offered with appropriate safeguards.

Council engaged specialist external legal advisors, Baker & McKenzie, managed by the PCG and "controlled" the drafting of the document so that GDC responded to Council's preferred position. It was considered important for Council to "drive the process" from the outset.

An epitome of the documentation and a certification from Baker & McKenzie is **attached at the end of this report (Attachment 1)**. This certification letter outlines the relationship of parties to the agreements.

A complete copy of the Contract and associated documentation is **attached in the Business Paper Supporting Documents (Attachment 2)**.

A Deed of Agreement to Procure is **attached in the Business Paper Supporting Documents (Attachment 3)**

Set out below is a summary of the key features of the Contract.

Documentation Structure

The legal documents are based on a standard commercial contract of sale with Special Conditions together with a separate agreement for acceleration of the VPA commitments.

It should be noted that the Special Conditions are required as the site offered to Council is within a yet to be created Town Centre i.e. the land being offered does not legally exist as a separate lot.

Council and GDC have now concluded negotiations on the documents so that they can be presented to Council for consideration.



There is no binding obligation on Council until the documents have been accepted by Council.

Transaction Structure

The transaction is structured so that Council is the Buyer of the site for nominal (\$10) consideration.

As outlined above, there is a separate agreement for acceleration of VPA commitments (VPA Agreement).

Pursuant to the contract, GDC is obliged to deliver the site to Council and the contract is conditional upon and completion cannot occur unless:

- GDC has obtained Development Consent for the creation of the site;
- The VPA Agreement is signed and effective;
- The site has been subdivided;
- The roads surrounding the site are constructed;
- Water, sewerage, electricity, gas, telephone / internet / fibre optic cable, etc. are available to the site; and
- Council is provided with confirmation by an independent expert that the site is not contaminated.

The Site

The site must be a minimum of 10,000m².

The contract is also conditional upon GDC completing:

- Stage 1 of the Oran Park Shopping Centre so that there is at least 15,000m² of retail and commercial space;
- The shareways connecting to the site so that there is public access;
- The pedestrian paths connecting the site to Stage 1 of the Oran Park Shopping Centre;
- The construction of the bus stops and taxi set down and pick up areas near the site; and
- Connection of Peter Brock Drive to the Northern Road.

These provisions are designed to ensure that Council does not obtain a site that is isolated, lacks public access and has no surrounding development / commercial activity.

Probity (in the context of the legal agreement)

The contract is subject to the probity requirements established by independent probity auditor, Gary Clarke, and GDC are bound by the Probity Plan drafted by the PCG and endorsed by independent probity auditor.

A breach of the Probity Plan is a breach of the contract which may lead to termination of the contract by Council.

Whilst the contract requires GDC to obtain Development Consent for the development of the site, there are mechanisms specified in the contract that seek to ensure that



Council's role as the consent authority is separate to its role as Buyer under the contract.

This is referred as the "separation of powers" and has been the subject of further input by independent probity auditor, Gary Clarke, and relevant Council officers.

Plans and Specifications

The contract is subject to GDC preparing and submitting to Council the plans and specifications for the site including the plan of subdivision and the terms of the Community Scheme for the Town Centre.

In each case, Council has to approve the various plans and specifications and may reject them or request changes to ensure that Council obtains a site suitable for the New Central Administration Building.

GDC are required, amongst other obligations, not to do anything that will cause a material adverse effect to:

- The value, appearance, use or amenity of the site;
- The development or operation of the New Central Administration Building including any increase in cost of development or operation;
- The proposed means of access to or egress from the site by affecting any roads; and
- Access to or traffic movement in or around the site.

Delays and Security

The contract is subject to GDC providing security to support their obligations to deliver the site so that, in the event that GDC fail to meet these obligations then Council can call on this security.

If GDC are late in delivering the site to Council, GDC will be obliged to pay damages to Council at the rate of \$1,500 per day (for minor delays).

There are also provisions dealing with what happens in the event that GDC becomes insolvent or otherwise breaches the terms and conditions of the contract. These provisions are supported by bank guarantees that escalate to a value of \$1.85m (for major delays or in the event GDC or any other related party to the transaction becomes insolvent).

Council's obligations

It should be noted that the contract requires Council to accept a number of obligations with the major ones being as follows:

- Council will be required to commence construction of the New Central Administration Building by the later of:
 - 31 August 2018; or
 - 36 months after delivery of the site.
- Council will then be required to complete construction and occupy the New Central Administration Building by the later of:
 - 31 December 2019; or

This is the report submitted to the Ordinary Council held on 27 November 2012 - Page 7



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- 18 months after commencement of construction of the New Central Administration Building

In the event that Council fails for any reason to meet this obligation then Council will be obliged to pay damages to GDC at the rate of \$1,500 per day or GDC may elect to take back possession of the site at no cost (via a Call Option).

However, it should be noted that there are provisions which enable Council to extend these dates for certain events outside of Council's control.

FINANCING

The current estimated cost for Stage 1 is approximately \$28m and the debt service costs for this amount have been factored into Council's Long Term Financial Plan.

Presently, the financing for the Project is expected to be a combination of internal reserves and loan borrowings (with the potential to dispose of specific operational land).

A range of cost effective loan borrowing products will be explored via an Expression of Interest process in 2013 and the results reported back to Council.

PROJECT DELIVERY STRUCTURAL MODEL

A structural model has been developed for the project delivery phase based on the formation of specialist teams to ensure major elements of the project are appropriately addressed.

This model is based on four Specialist Teams being formed for this Project:

- Design & Procurement
- Finance & Accounting
- Legal & Probity
- Communications

These Specialist Project Teams report to PCG, who in turn report to Council (via Manex).

A diagram showing the structural model is **attached in the Business Paper Supporting Documents (Attachment 4)**.

PROJECT PROCUREMENT AND RESOURCING

A design and construction procurement strategy will be fully detailed and presented to Councillors in a further workshop early in 2013.

This strategy needs to consider how the Town Park, Library and Leisure Centre being delivered by the owners/developers of Oran Park under the VPA, will be coordinated with the future New Central Administration Building.

Regardless of the final details of this strategy, it will be necessary for Council to appoint an external design team to develop the project brief, concept designs and detailed design to enable construction.



In order to commence the design procurement process, an Expression of Interest could commence at this time. This would enable companies to be selected to tender for the design work associated with the New Central Administration Building.

Having regard to the workload of existing Council officers and the specialist skills required for a project of this type and scale, it is recommended that Council appoint the following additional resources:

- A full time project manager to oversee delivery of the Project; and
- An experienced Senior Architect to provide specialist advice on an 'as and when required' basis through the design procurement phase (including in relation to the design brief and concept design).

PROJECT RISK MANAGEMENT

As outlined above, a comprehensive Risk Management Plan has been prepared in order to ensure that Council is able to make a fully informed decision.

The risk management of this project is an important aspect of the work undertaken to date and Council's Risk Management Officer has been involved in all PCG meetings to advise and assist with any risk related issues as they arise.

The risk management framework adopted by the PCG has been based on the continued implementation of the Project Governance Structure utilised in the earlier phases comprising a Project Plan, Risk Management Plan, Communications Plan and Probity Plan.

In particular, risk analysis on key decisions relating to project delivery (e.g. procurement options, integration of VPA projects) has been undertaken along with risk analysis of the legal documentation.

WHERE TO FROM HERE

It is recommended to Council that it accept and endorse the legal documentation for execution by the Mayor and General Manager.

Following the acceptance of the documentation by Council, the design procurement can commence with an EOI to enable suitable architectural / design companies to be selected to tender for the design.

At the same time, an experienced Senior Architect can be engaged to provide specialist advice on an 'as and when required' basis through the design procurement phase (including in relation to the design brief and concept design).

In addition, a suitably qualified and experienced Project Manager can be appointed on a full time basis to oversee the delivery of the project.

Finally, an appropriate costing and financing plan will be incorporated into the 10 year Long Term Financial Plan.

With respect to the existing Council buildings at both Camden and Narellan, the alternative uses for these sites should be explored in more detail and considerable work will be required to formulate appropriate plans to maximise the economic opportunities of freeing up both sites. Those economic opportunities are not restricted



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to maximising Council's financial return but also encompass generating alternate uses for the sites that contribute to the wellbeing of the two commercial centres of Camden and Narellan.

CONCLUSION

This report summarises the work undertaken by the PCG since the Council resolution on 22 May 2012.

A comprehensive and thorough negotiation process has been undertaken by Council to convert the offer from Oran Park into a legally binding contract prudently and transparently in order to ensure that Council achieves its objectives with appropriate safeguards.

The negotiation process has been subject to appropriate probity and risk management analysis.

The next phase of work can now commence with an EOI to enable suitable architectural / design companies to be selected to tender for the design and the appointments of an experienced Senior Architect and a suitably qualified and experienced Project Manager.

RECOMMENDED

That Council:

- i. accept and endorse the legal documents that convert GDC's offer into a legally binding agreement;
- ii. commence design procurement via an EOI to enable suitably qualified companies to be selected to tender for the design.
- iii. engage an experienced Senior Architect to provide specialist advice on an 'as and when required' basis through the design procurement phase (including in relation to the design brief and concept design).
- iv. appoint a suitably qualified and experienced Project Manager to oversee the delivery of the project.
- v. incorporate an appropriate costing and financing plan into the 10 year Long Term Financial Plan.
- vi. authorise the Mayor and General Manager to sign, under seal, any documents relating to this matter.

ATTACHMENTS

1. Certification from Baker & McKenzie
2. Contract for Sale and Associated Documentation - *Supporting Document*
3. Agreement to Procure - *Supporting Document*
4. Proposed Structural Model - Project Delivery - *Supporting Document*

Ordinary Council Resolution

Resolution: Moved Councillor Dewbery, Seconded Councillor Copeland that Council:



-
- i. accept and endorse the legal documents that convert GDC's offer into a legally binding agreement;
 - ii. commence design procurement via an EOI to enable suitably qualified companies to be selected to tender for the design.
 - iii. engage an experienced Senior Architect to provide specialist advice on an 'as and when required' basis through the design procurement phase (including in relation to the design brief and concept design).
 - iv. appoint a suitably qualified and experienced Project Manager to oversee the delivery of the project.
 - v. incorporate an appropriate costing and financing plan into the 10 year Long Term Financial Plan.
 - vi. authorise the Mayor and General Manager to sign, under seal, any documents relating to this matter.

Councillor Campbell wished to record that for reasons of significant heritage, economic, social and cultural reasons, retaining the site on John Street was her preferred site location.

ORD286/12 THE MOTION ON BEING PUT WAS **CARRIED**

(Councillors Sidgreaves, Copeland, Symkowiak, Fischer, Dewbery, Campbell and Fedeli voted in favour of the Motion. Councillors Warren and Bligh voted against the Motion.)



Baker & McKenzie
ABN 32 266 778 912

AMP Centre
Level 27
50 Bridge Street
Sydney NSW 2000
Australia

P.O. Box R126
Royal Exchange NSW 1223
Australia

Tel: +61 2 9225 0200
Fax: +61 2 9225 1585
DX: 218 SYDNEY
www.bakermckenzie.com

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* Associated Firm

19 November 2012

The Council of Camden
37 John Street
Camden NSW 2570

Dear Sirs/Madams

**The Council of Camden purchase from Perich Property Pty Ltd
Property: That part of the land contained in Lot 9013 in DP1175454 shown
hatched in the Plan attached as Schedule 1 to the Contract, located at Peter Brock
Drive, Oran Park**

We have been instructed by the Council of Camden (*Council*) to act in respect of the Council's purchase of the Property.

1. Transaction documents for execution

1.1 We attach for execution by Council the following documents:

- (a) Contract for the Sale of Land (*Contract*) between Council (as purchaser), Perich Property Pty Ltd (*Perich*) (as vendor) and Greenfields Development Company No. 2 Pty Limited (as developer);
- (b) Deed of Agreement to Procure between Council and Leppington Pastoral Co. Pty Ltd (*Leppington Pastoral*);
- (c) Call Option Deed between Council and Perich (*Call Option Deed*); and
- (d) Further Agreement Oran Park Urban Release – Area Planning Agreement between Council, Greenfield Development Company Pty Ltd, GDC2, Leppington Pastoral and Landcom (*Further VPA*).

2. Nature of the transaction documents

- 2.1 Under the Contract, Council will acquire the Property on which is intended to be constructed and operated the proposed Council Administration Centre (*Admin Centre*).
- 2.2 The Deed of Agreement to Procure is an ancillary document required because at the time the Contract is to be signed the Property will be owned by Leppington Pastoral. We have been informed by Perich and Leppington Pastoral that the Property is to be transferred from Leppington Pastoral to Perich prior to completion of Council's purchase. The Deed of Agreement to

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Procure requires Leppington Pastoral to procure the sale of the land to Council by Perich in accordance with the Contract. This protects Council by giving it an action against both Perich and Leppington Pastoral in the event the Contract is not completed by Perich.

- 2.3 Under the Call Option Deed, Perich is granted the right to purchase the Property back from Council if Council does not commence construction of the Admin Centre prior to the agreed date.
- 2.4 Under the Further VPA, some of the works required to be carried out under the existing Voluntary Planning Agreement that applies to the larger site of which the Property forms part, are to be accelerated in connection with Council's proposed use and development of the Property. The nature and manner of these accelerated works are set out in Schedule 2 to the Further VPA.

3. Summary of commercial terms and legal risks

- 3.1 We refer you to Annexure A of this letter which summarises the key commercial terms and legal risks in respect of Council's purchase of the Property under the Contract.

4. Documents suitable for execution

- 4.1 We confirm that:
- (a) the attached documentation has been negotiated and prepared in accordance with instructions received from David Wing acting on behalf of Council; and
 - (b) other than as set out in Annexure A in respect of the Contract, the attached documentation does not contain any onerous or unusual provisions adverse to Council which would prevent Council from proceeding with the purchase of the Property.

If you have any queries please do not hesitate to contact us.

Yours sincerely

David Jones
Partner
+61 2 8922 5319
David.Jones@bakermckenzie.com

Sebastian Busa
Special Counsel
+61 2 8922 5382
Sebastian.Busa@bakermckenzie.com

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Annexure A - Contract of Sale Key Commercial Terms

Key Term	Summary of Issue	Reference
1. Key Commercial Terms		
1.1 Property	A minimum of 10,000m ² as shown hatched in the Plan attached as Schedule 1 to the Contract.	Definition of Property
1.2 Price	\$11.00 (inclusive of GST).	Front page
1.3 Completion will occur only following satisfaction of certain Conditions Precedent	<p>The Conditions Precedent to completion of the sale are:</p> <p>(a) development consent for the subdivision creating a separate lot for the Property being obtained on terms acceptable to Council and Perich;</p> <p>(b) the following works being "Practically Completed":</p> <p>Vendor Works (Property):</p> <p>(i) the Vendor Works required so as to allow the registration of the subdivision creating a separate lot for the Property;</p> <p>(ii) the construction of the Roads surrounding the Property as shown in the Concept Plan;</p> <p>(iii) works required for water, sewerage, electricity, gas, telephone, internet/fibre optic services to be provided to the Property (<i>Services</i>);</p> <p>(iv) such other works relating directly to the Property specified in the Vendor's Works Package;</p> <p>Vendor Works (Town Centre):</p> <p>(i) the construction of the shareways connecting to the Property as shown in the Concept Plan;</p> <p>(ii) the construction of the pedestrian paths connecting the Property and Stage 1 of the Oran Park Shopping Centre as shown in the Concept Plan;</p> <p>(iii) the completion of construction of Stage 1 of the Oran Park Shopping Centre (including the current Sales Centre building), being at least 15,000 m² of retail and commercial floor space;</p>	Clause 35.1

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Key Term	Summary of Issue	Reference
	<p>(iv) the construction of the bus stops and taxi set down and pick up areas near the Property as shown in the Concept Plan; and</p> <p>(v) the connection of Peter Brock Drive to The Northern Road in accordance with DA953-2007;</p> <p>(c) registration of the subdivision creating a separate lot and title for the Property;</p> <p>(d) dedication of the three roads surrounding the property on the Concept Plan as public roads for public use;</p> <p>(e) the variation of the Further VPA being signed;</p> <p>(f) Council being provided with a Stage 2 Detailed Site Investigation Report which confirm that the Property is not affected by contamination.</p> <p>Details of the Vendor's Works (Property) including the nature of services to be provided to the Property are contained in the Concept Plan and the Vendor's Works Package which are attached to the Contract. Council will need to satisfy itself that the Vendor's Works Package and Concept Plan contains Council's minimum requirement for the proposed Services to the Property.</p> <p>Perich has the obligation to develop and finalise the Vendor's Works Package into detailed plans and specification following continuing good faith negotiations with the Council as to the nature, extent, capacity and location of the Services connection points to the boundary of the Property. The last date by which Council may provide details of its requirements in respect of the Services is 31 March 2013. Any variations required by Council after this date are to be at Council's cost and time.</p>	<p>Clauses 37.4 to 37.9</p>
<p>1.4 Sunset Date - 96 months (8 years) from the date of the contract</p>	<p>If the conditions precedent have not been satisfied (or waived by Council) by the Sunset Date either party may terminate without liability, but without affecting each party's right to claim damages for any breach by the other party prior to termination.</p>	<p>Clause 35.7</p>

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Key Term	Summary of Issue	Reference
2. Probity		
2.1 Perich and GDC2 must comply with Probity Requirements	<p>(a) Perich and GDC2 must at all times:</p> <ul style="list-style-type: none"> (i) comply with all requirements specified in the Probity Plan; and (ii) conduct themselves in a manner in accordance with and having regard to the Probity Plan. <p>A copy of the Probity Plan is attached to the Contract and Council will need to satisfy itself that this contains Council's minimum requirements in respect of probity matters required to be satisfied by Perich/GDC2. We have not provided any advice in respect of the terms of the Probity Plan.</p> <p>(b) Perich and GDC2 acknowledge that:</p> <ul style="list-style-type: none"> (i) procedures have been implemented for separating the consent and assessment roles of Council as a purchaser under this contract, from the role of Council acting in its capacity as a Relevant Authority; and (ii) Council when acting in its capacity as Relevant Authority may, (but is not obliged to) refer some or all matters forming part of its consent and assessment procedures, to external assessors. <p>(c) Council may treat Perich's and GDC2's departure from the Probity Plan as a breach of the Contract, following the provision of "show cause " notice and failure of Perich/GDC2 to rectify the breach, except in the case of minor breaches not capable of rectification.</p>	Clause 32.1
2.2 Council has a right to terminate if required to do so by ICAC or other probity reasons provided Council pays compensation for Perich's/GDC2's third party costs incurred	<p>(a) Council may terminate the Contract in circumstances where it is required to do so by action, policy or direction of the Independent Commission Against Corruption, the Division of Local Government, resolutions of Council in its capacity as a Relevant Authority, or other Relevant Authorities with jurisdiction over Council.</p> <p>(b) If Council terminates the Contract in exercise of this right, it is liable for all reasonably and properly incurred third party</p>	Clause 68

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Key Term	Summary of Issue	Reference
	costs incurred by Perich/GDC2 in connection with Contract provided that Perich/GDC2 provides reasonable substantiating evidence of such cost. Council will not be liable for any costs to the extent that Perich and/or GDC2 will obtain a benefit from the matters on which those costs were expended.	
3. Perich and GDC2 Obligations		
3.1 GDC2 must Practically Complete the Vendor's Works by the Vendor Works Completion Date	GDC2 has the obligation to Practically Complete the Vendor's Works by the Vendor Works Completion Date. The Vendor Works Completion Date is the earlier of: (a) 20 months from the date of the Contract; (b) 12 months after development consent for the subdivision is obtained.	Clause 41.1
3.2 Perich and GDC2 provide a fitness for purpose warranty	Perich and GDC2 warrant that GDC2 will design, construct and complete the Vendor's Works so that the Vendor's Works when Practically Complete are fit for the purpose of the development and use of the Property for the Admin Centre.	Clause 41.9
3.3 "Practical Completion" is determined by agreement, or in the event of dispute, a third party independent expert	Practical Completion is achieved only when Vendor's Works have been completed in accordance with the Contract (other than minor defects or omissions).	Definition of Practical Completion and clause 46
3.4 Other Perich/GDC2 obligations	Perich's/GDC2's other obligations include: (a) preparing final plans and specifications for the Vendor's Works Package; (b) preparing the development application for the subdivision creating a separate lot and title for the Property and using reasonable endeavours to obtain such consent; (c) preparing the plans of subdivision, s88B Instrument for registration and the Community Management Statements proposed to affect the Property.	Clause 37.6 Clauses 38.1 and 39.1

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Key Term	Summary of Issue	Reference
3.5 GDC2 is entitled to extensions of time for Completion of the Vendor's Works (but not beyond the Sunset Date)	GDC2 is entitled to an extension in the Vendor's Works Completion Date (but not beyond the Sunset Date) for delaying events outside the control of GDC2.	Clause 42
3.6 GDC2 entitled to make variations to the Vendor's Works provided that Council is not materially adversely affected	GDC2 may vary the Vendor's Works (or associated documents such as the final plans and specifications, plan of subdivision, s88B Instrument or Town Centre Community Management Statements) or provided that this does not cause a material adverse effect to: <ul style="list-style-type: none"> (a) the value, appearance or amenity of the Property; (b) the development or operation of the Admin Centre including causing any increase in any cost of that development or operation; (c) the proposed means of access to and egress from the Property by any material amendment to the position or dimensions of any roads as shown on the attached draft Plan of Subdivision or as contemplated by the Vendor's Works Package; (d) the Services contained in the Vendor's Works Package which are to service the Property; or (e) access to or traffic movement in or around the Property. 	Clause 74.1
3.7 GDC2/Perich may defer certain work provided such deferral is acceptable to Council	GDC2 may request that some of the Vendor's Works be deferred until following Completion. Council is required to act in good faith and reasonably in considering the request for deferral.	
4. Council's rights and remedies for Perich's/GDC2's breach		
4.1 Perich must provide security for Perich's/GDC2's obligations under the Contract	<ul style="list-style-type: none"> (a) Perich must provide Security to Council so that Council holds at the following time Security at no less than the cascading amounts specified in clause 60.3 (b) Council may call on the Security in order to satisfy any amount due and owing to Council by either or both of Perich and GDC2 under this contract. 	Clause 60



Key Term	Summary of Issue	Reference
<p>4.2 Council step-in rights to have the Vendor's Works pertaining to the Vendor's Works Completion</p>	<p>(a) If GDC2 fails to complete any item of the Vendor's Works (Property) by the time required under the contract, Council may serve a notice on GDC2:</p> <ul style="list-style-type: none"> (i) specifying the nature and extent of the failure of GDC2; and (ii) the time within which the Purchaser requires that failure to be rectified, which must be a reasonable time, (<i>Rectification Notice</i>). <p>(b) If GDC2 fails to comply with a Rectification Notice, Council, at its absolute discretion, may enter upon the Property for the purpose of undertaking the works set out in the Rectification Notice.</p> <p>(c) Where Council exercises its step-in rights all its reasonable costs incurred are a liquidated debt owing to Council.</p> <p>Please note the Council can seek to step-in to carry out the Vendor's Works (Property) but not the Vendor's Works (Town Centre). As such, the utility of this step-in right, the aim of which is to ensure the works are completed to enable the sale to be completed may be limited if the Vendor's Works (Town Centre) have not been completed. Council may however waive the requirement for the Vendor's Works (Town Centre) works to be completed.</p>	Clause 72
<p>4.3 GDC2 must pay liquidated damages if the works are not completed by the Vendor Works Completion Date (as extended)</p>	<p>(a) If Completion is not effected by the Vendor's Works Completion Date, GDC2 must pay liquidated damages to Council in an amount of \$1,500 for each day from the Vendor's Works Completion Date until the date of Completion (<i>GDC2 Liquidated Damages</i>).</p> <p>(b) On Completion GDC2 must provide Security to Council in an amount equal to the GDC2 Liquidated Damages, which Council can subsequently draw down on if GDC2 fails to pay the Liquidated Damages that are otherwise due.</p> <p>(c) GDC2 is not liable for GDC2 Liquidated Damages:</p> <ul style="list-style-type: none"> (i) if Council commences occupation of the Admin Centre by 1 August 2016; or 	Clause 75

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Key Term	Summary of Issue	Reference
	(ii) to the extent that any delay in the commencement of occupation of the Admin Centre beyond 1 August 2016 resulted from a Council Delay Event (other than a Council Delay Event referred to in paragraph (h) of the definition of Council Delay Event), except to the extent that the Council Delay Event would not have occurred but for Practical Completion not occurring after the Vendor's Works Completion Date.	
5. Council's obligations		
5.1 Council is to be use reasonable endeavours to obtain Development Consent for construction and use of the Property as an Administration Centre (clause 74.1)	Council is obliged to use all reasonable endeavours to obtain the development consent required for the construction and use of the Admin Centre. The risk of such consent not being obtained sits with Council. Council is not entitled to terminate if such consent is not obtained and Council should ensure that all Key Milestone dates reflect the time it will take for Council to obtain such consent.	Clause 74.1
5.2 Council must commence physical construction of Stage 1 of the Admin Centre by the Construction Commencement Date	Provided that Council obtains the required approvals for the Admin Centre, then Council must prepare the foundations for the first stage of the Admin Centre having a floor area of no less than 3,000m ² (Stage 1) by the Construction Commencement Date. The Construction Commencement Date is the later of: (a) 31 August 2018; (b) 36 months following completion of the purchase.	Clause 74.1 and Definition of Construction Commencement Date
5.3 Council must substantially complete and commence occupying Stage 1 of the Admin Centre by the Occupation Commencement Date	Provided that Council obtains the required approvals for the Admin Centre, then Council must substantially complete the construction of the Admin Centre and commence occupation by the Occupation Date. The Occupation Date is the later of: (a) 31 December 2019; and (b) 18 months after commencement of construction of the Admin Centre.	Clause 74.5 and Definition of Occupation Commencement Date
5.4 Council entitled to	The Construction Commencement Date and the	Clause 74.9 and

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Key Term	Summary of Issue	Reference
reasonable extensions of the Construction Commencement Date and Occupation Date	Occupation Date may be extended for delays in achieving completion of construction of the Admin Centre as a result of matters outside the reasonable control of Council. There is a process for seeking such extensions requiring Council to give notice of delay causing events and using reasonable endeavours to minimise the delay.	definition of Council Delay Event
5.5 Council must design and construct the Admins Centre having regard to the principles set out in Schedule 3	Council must design and construct the Admin Centre in accordance with the design principles set out in Schedule 3 to the Contract. Council will need to satisfy itself that the design principles in Schedule 3 reflect Council's intention for the nature and design of the Admin Centre.	Clause 75.14
5.6 Other Council input required	Council will need to provide its input on a number of matters under the Contract. If Council fails to provide its input in respect of the matters within the specific timeframe, GDC2's preferred position will be deemed to be accepted, Council must: <ul style="list-style-type: none"> (a) appoint a representative to attend the site facilitation working group; (b) provide input in respect of the nature, extent, capacity and location of connection points of Services to the boundary of the Property; (c) commenting on and approving the development, final plans and specifications (acting reasonably); (d) approving the development application for the subdivision and the terms of development consent (acting reasonably); (e) approving the plan of subdivision, proposed s88B Instrument and Community Management Statements (acting reasonably). 	Clause 33 Clause 37.3 Clauses 37.10 and 39 Clause 38.4 Clauses 47 and 48
5.7 Penalties and consequences for Council failing to comply with its obligations	The consequences of Council failing to comply with its obligations are: <ul style="list-style-type: none"> (a) Perich may bring an action for damages for breach of contract; 	Definition of Council Delay Events and Clauses 74.5 and 74.6

ORD02

Attachment 7



Key Term	Summary of Issue	Reference
	<p>(b) if Council has not substantially completed and commenced occupying Stage 1 by the Occupation Date (as extended for Council Delay Events), Council must pay liquidated damages of \$1,500 per day until the Purchaser commences occupation of the Admin Centre. There is no cap on this liability;</p> <p>(c) under the terms of the Call Option Deed, Perich may exercise the Call Option requiring the Property to be transferred back to the Perich for \$11 if Council has not commenced substantial construction of Stage 1 of the Admin Centre by Construction Commencement Date. Perich cannot exercise this right if Council has commenced physical construction of Stage 1 of the Admin Centre.</p>	<p>Clauses 74.5 and 74.6</p> <p>Call Option Deed</p>
6. Other		
6.1 Stamp duty	<p>In the first instance, Council must pay any stamp duty assessed as payable on the Contract.</p> <p>If Council is not entitled to an exemption from stamp duty on the Contract, Perich must reimburse Council in respect of any stamp duty incurred on the Contract.</p> <p>We confirm that we have not been instructed to provide any tax advice in relation to the Contract.</p>	Clause 62



Our ref: R99/0210-021 Oct 2014

10 February 2014

Mr Ron Moore
General Manager
Camden Council
PO Box 183
CAMDEN NSW 2570

Dear Mr Moore:

Approval of Legal Assistance Canterbury City Council

The former Associations' Joint Committee considered a report and resolved to approve an application for legal assistance by Canterbury City Council (the Council).

The matter concerns a land locked piece of land that was purchased by a private owner with no legal access to a public road. The land was previously owned by the RTA, who informed Council of their intention to sell the land to the adjoining owners. In 2006 the land was subject to an LEP that rezoned the land as residential and included a provision requiring the land have suitable road access before any approval could be given.

The RTA proceeded to sell the property on the open market without consulting Council. The new owner contacted Council and sought an easement to the public road over land zoned as Open Space and classified as Community land. Council informed the owner that it did not have the power to do this. The owner then made an application to the Supreme Court of NSW to impose an easement over the Council land, which was granted.

Council has argued that, if allowed to stand, the decision will lower the bar for people seeking easements over community land and that the decision could have major adverse implications for other councils in terms of undermining their attempts to protect public recreation land from alienation for private purposes.

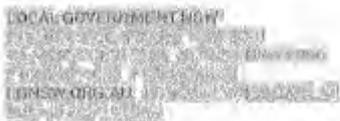
The former Associations' Joint Committee approved the application for legal assistance as it complied with the provisions of the Legal Assistance Policy.

A letter seeking your support by way of voluntary contribution will be forwarded to you in the near future.

Please do not hesitate to contact me on 02 9242 4125 if you have any questions on this matter.

Yours sincerely,

Frank Lovendge
Legal Officer



ORD04

Attachment 1



ABN: 49 853 913 882
 GPO Box 7003 SYDNEY NSW 2000
 Level 5 28 Margaret Street SYDNEY NSW 2000
 Tel (02) 8242 4000 Fax (02) 8242 4111
 www.lgnsw.org.au lgnsw@lgnsw.org.au

Tax Invoice

Invoice Number 68491
 Date 04/02/14

Invoice to:
 Camden Council
 Po-Box 183
 CAMDEN NSW 2570

Customer Code ZZCAMD
 Customer Reference

Item Code	Item Description	Invoice Quantity	Per	Price	GST	Amount
LEGA	Legal Assistance Canterbury City Council for legal costs incurred in an appeal to the Supreme Court of NSW for easement over community land (please refer attached letter)	1		332.32	33.25	365.77

Attn: General Manager

Terms: 30 Days Invoice Date
 Total Includes GST of 33.25
 Total 365.77

Payment to: Local Government NSW BSB: 062005 Account No. 00090198