

8.4 Epiq - Community and Sporting Facility Infrastructure

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**Delivery Program** Strategic Planning

**Objective** To seek direction from Council on the approach to the delivery of community and sporting facility infrastructure within the Epiq development at Lennox Head.

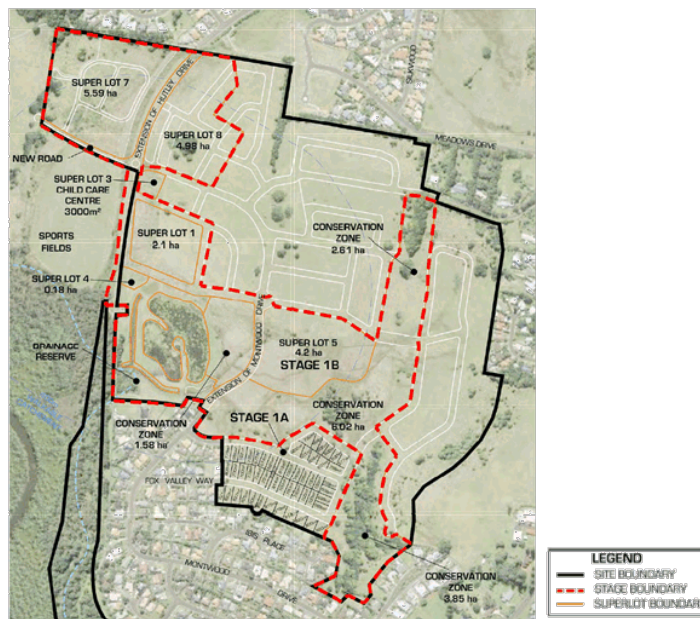
**Background**

Epiq at Lennox Head (formerly known as Pacific Pines) is a greenfield urban release area that incorporates residential development, a commercial area and community infrastructure including sporting fields and road works.

The development is being undertaken by Clarence Property.

The location of the land and the overall layout of the development is shown in Figure 1.

Figure 1 – Epiq Development Lennox Head (Source: Newton Denny Chapelle)

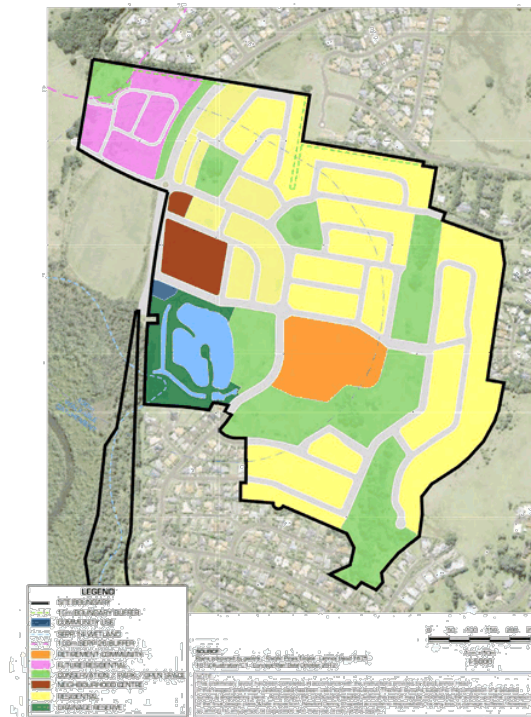


Epiq is subject to a Concept Approval (MP 07\_0026 MOD 5) and a Project Approval issued by the NSW Department of Planning.

The concept plan layout for Epiq is shown in Figure 2.

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Figure 2 – Epiq Approved Concept Plan (Source: Newton Denny Chapelle)



The concept approval provides the overall context for the development, and the development of the land must be carried out in a manner consistent with this approval.

The existing project approval and subsequent development approvals relate to the delivery of project stages and incorporate a greater level of detail.

The current Concept Approval for Epiq provides for several key elements within the development to be delivered in stages as follows:

- Residential subdivision to create a variety of lot types and sizes
- A neighbourhood shopping centre including a supermarket and specialty shops
- A multi-purpose community hall with a floor space of 300m<sup>2</sup>
- Medium density housing
- An open space network including water quality control, conservation and general open space areas
- Road network (including extensions to Montwood Drive and Hutley Drive)
- Other associated infrastructure (including playing fields and sporting amenities).

Stage 1A of the development, being for 51 residential lots, has been subdivided and constructed with the majority of the lots now containing

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dwellings that are complete or nearing completion. Stage 1A also included construction of the Epiq playing fields, which are complete and have been handed over to Council.

Stage 1B of the development has been subdivided and constructed.

This stage included the creation of super lots, the construction of Main Street, construction of an extension to Hutley Drive within the Epiq site and provision of various other internal roads.

Stages 2 and 3, both being predominately for residential development (83 lots and 122 lots respectively), have now been constructed and subdivided and it is expected that housing construction will commence in the near future.

Stages 4 and 5 are also progressing, with substantial construction work for stage 5 currently in progress.

The neighbourhood commercial centre was granted development consent by the Northern Regional Planning Panel on 17 October 2018.

A modification to that approval that seeks to alter the configuration of the commercial floor space is scheduled for the consideration of the Northern Regional Planning Panel on 20 June 2019.

This application is likely to have been determined prior to publication of this agenda.

*Community and Sporting Infrastructure Background*

In December 2017, Council received a report regarding the community and sporting infrastructure planned within the Epiq development.

The purpose of that report was to provide Council with an overview of the community infrastructure planned for the Epiq development and seek direction from the Council with respect to the provision of this infrastructure as the development proceeds.

Alternative approaches to infrastructure provision were outlined with Council resolving to endorse a change to the planned infrastructure outcome as follows:

1. *That Council authorises the General Manager (or delegate) to negotiate with Clarence Property for an alternate community infrastructure outcome at the Epiq development site based on the following principles:*
  - *That Council works with Clarence Property to determine an agreed value for the community infrastructure works required under the current Concept Approval.*
  - *That the negotiation be based on the application of the value of the required community infrastructure works to Council's preferred infrastructure outcomes.*
  - *That Council negotiates for an enhanced amenities building at the playing fields inclusive of toilets, change rooms, a canteen space, storage areas and a meeting space.*
  - *That Council negotiates for piece of land in a future development stage suitable for the siting of a community preschool and/or community facility.*

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- *That if the above items are secured and any funding remains, that Council negotiates for such monies to be applied to the lighting of the Epiq playing fields.*
  - *That the requirement for cricket practice wickets (nets) is to be determined following consultation with stakeholders.*
2. *That a further report on the outcomes of the negotiations be presented to the Council prior to the formalisation of an alternative community infrastructure outcome.*
  3. *That Council prepares an infrastructure plan to document the outcomes associated with points one and two where an alternative community infrastructure outcome is agreed between the parties.*

This report sets out the outcomes of the negotiations with Clarence Property and seeks direction from Council on the approach to infrastructure delivery in the Epiq development.

**Key Issue**

- Provision of community infrastructure within the Epiq development site
- Reasonable balance and future planning

**Information**

Under the current Concept Approval for the Epiq development, the developer has an obligation to provide various items of community infrastructure at different points in the progress of the development.

The infrastructure items and their status are outlined in Table 1 as follows.

In reviewing Table 1 it is important to recognise that the developer, Clarence Property, has met all obligations and requirements to date as set out by the approval and Council with respect to the infrastructure.

**Table 1: Epiq Community Infrastructure Status Summary**

Infrastructure Item	Status
Epiq playing fields and car parking	Complete and handed over to Council.
Sporting infrastructure – cricket nets	Item bonded. Provision subject to determination of preferred approach to community infrastructure provision.
Sporting infrastructure – tennis courts	Item bonded. Provision subject to determination of preferred approach to community infrastructure provision.
Playing field amenities	Item bonded. Provision subject to determination of preferred approach to community infrastructure provision.
Community facility (community hall)	Item bonded. Provision subject to determination of preferred approach to community infrastructure provision.

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Council is currently holding bonds for a number of infrastructure items on the basis that there is opportunity to reconfigure the approach to the infrastructure.

By pausing to consider the type of infrastructure provided, alternatives to achieve a better long-term outcome for the community that is responsive to needs (noting the original approval for the Epiq development dates to 2008) have been examined in conjunction with Clarence Property.

The idea here is for Council to consider the best infrastructure outcome drawing on the value of the developer's community infrastructure obligations.

That is, what is the optimal way to spend the funds the developer is required to apply to community infrastructure.

Clarence Property has willingly engaged with Council in this regard.

The current status of the development offers an opportunity for Council to consider whether the proposed facilities represent the best outcome for the community, or whether there are alternative outcomes that may be more beneficial, especially in the long term.

This report seeks direction from Council in relation to enabling staff to continue to negotiate with Clarence Property with respect to a preferred community infrastructure outcome.

To assist in the consideration of this, the infrastructure items listed in Table 1 not yet built are addressed in further detail as follows.

Infrastructure Item Summaries (Existing Concept Approval)

*Cricket Nets*

The current approval requires that cricket practice nets are provided on the playing fields site. Given that Council already has practice nets on Williams Reserve and at the Skennars Head playing fields, it may not be necessary to provide further infrastructure of this type at Epiq.

The 2017 report recommended that the provision of cricket practice nets should be considered in consultation with the end users of the playing fields. However, this report recommends the allocation of the funds associated with the nets to a different outcome which favours known higher priority outcomes.

If it is ultimately determined that cricket nets are appropriate at the site, their provision can be considered through Council's annual budget processes at the appropriate point in the future.

*Tennis Courts*

The current approval requires that two tennis courts are provided on the site of the playing fields. The staff view is that tennis courts are not required in Lennox Head and that further tennis infrastructure in the Shire is best consolidated at Hampton Park in Ballina. Such consolidation provides the optimal opportunity for the management of such infrastructure and is most cost effective for Council.

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Further, the playing fields have been reconfigured to improve their layout, and in particular, bring the amenities and car parking closer to Hutley Drive.

This has resulted in limited space (on an already small area relative to the infrastructure to be provided) for the provision of tennis courts on the site.

That is, placing tennis courts on the land would be problematic from a space perspective, especially if an enhanced amenities facility is provided (see below).

Having regard for the above, it is recommended that Council negotiates with Clarence Property to redistribute the value associated with the tennis courts into other community infrastructure.

*Sporting Amenities*

The current approval for Epiq requires that the developer provides a modest amenities building comprised of toilets, small storage areas and an awning area.

There is an opportunity to provide for a significantly improved amenities outcome on the land in the form of a facility that includes change rooms, a canteen space and possibly a meeting space. This outcome requires the redirection of funds from the infrastructure the developer is required to provide and/or additional funding from Council.

Council staff have been in negotiation with Clarence Property to facilitate an improved amenities building at the Epiq playing fields inclusive of toilets, change rooms, a canteen space, storage areas and a meeting space.

*Community Facility*

The Statement of Commitments under the Concept Approval requires the developer to provide a 300m<sup>2</sup> community facility within the Epiq site. This facility was originally envisaged on the land shown as super lot 4 in Figure 1.

Although a new community facility appears beneficial at first consideration, this may not be the best spend of available funds at this time.

Council's developer contributions plan for community facilities plans for a second community facility in Lennox Head over the next 20 years.

However, there is little evidence that a second community facility is required in Lennox Head at present (in particular, there is capacity for the existing community centre in Mackney Lane to accommodate additional use).

Further, bringing a new facility on line too early also means that Council will incur maintenance and management costs and may also lead to a loss of use at the existing community centre.

Council also has options with respect to the provision of additional community facility space in Lennox Head as the current developer contributions plan does not nominate a site or the form of the facility.

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For example, Council could augment the Mackney Lane facility or incorporate the facility into a new surf club development in the future.

Not proceeding with the construction of the community facility on Lot 4 also provides Council with a potential commercial opportunity as super lot 4 is zoned B1 Neighbourhood centre (commercial). Lot 4 has been dedicated to Council as part of the development and is categorised as operational land.

Further, a community facility of a size consistent with Council's typical requirements for such infrastructure does not fit well on Lot 4 and so pursuit of this site would require compromises in design and/or use of additional public land adjoining the site. This is not recommended as the need for the facility in this location is not evident.

Having regard for the above, it is recommended that Council continues to negotiate with Clarence Property to redistribute the value of the Epiq community facility to enable other community infrastructure.

Other Community Infrastructure Options

The recommendation to negotiate with the Epiq developer is based on the knowledge that there is a variety of community infrastructure needs in Lennox Head, as well as the potential to obtain an improved sporting amenities building.

Some of these items as relevant to the Epiq development were canvassed in the 2017 report.

These items are addressed below relative to the current circumstances:

- Provision of land and accommodation for the Lennox Head Rural Fire Service (relocation from the current site in the village centre).  
The current preferred approach for the fire service is to locate new infrastructure on the Council property at 9 Byron Bay Road.
- Provision of land for a second community preschool in Lennox Head.  
The current Council position for the provision of a second community preschool is to locate a new facility on the Council property at 9 Byron Bay Road.
- Provision of lighting at the Epiq sporting fields.  
Lighting for the Epiq playing fields has not yet been resolved, with this infrastructure being important to maximising the use of the fields.
- Construction of Hutley Drive North.  
Council has advanced the planning for this infrastructure, including purchase of land at 9 Byron Bay Road. This infrastructure is being funded through developer contributions.

Overall, this report recommends that Council authorises the General Manager (or delegate) to finalise negotiations with Clarence Property to apply the value of the community facility infrastructure at Epiq (that is yet to be developed) to achieve the following outcomes:

- An enhanced amenities building at the playing fields inclusive of toilets, change rooms, a canteen space, storage areas and a meeting space.

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- Provision of lighting at the Epiq playing fields suitable for a variety of night time sporting activities.

The above approach means that Council would be deferring the construction of a second community facility in Lennox Head for an undefined period and that tennis courts will not be built within the Epiq development.

A decision on cricket nets would be a matter for future consideration.

Overall, what is possible is dependent on the valuation of the required community and sporting infrastructure. Since December 2017, Council has been in negotiation with Clarence Property with the aim of agreeing on the value of the infrastructure and an approach to the application of this value.

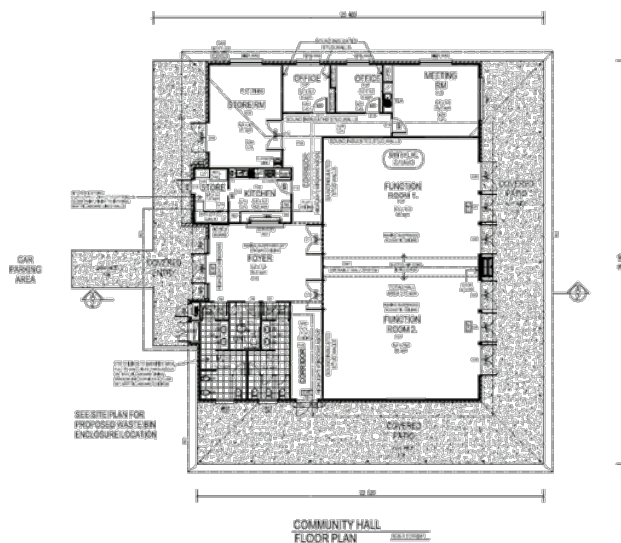
*Valuation of Planned Facilities*

Council and Clarence Property have worked collaboratively to agree a method for the costing of the currently required infrastructure and the preferred infrastructure.

Most recently, Council and Clarence Property engaged Peter Turner and Associates to provide building design plans for the purposes of costing.

PEP Solutions was then engaged jointly to provide cost estimates for a community facility, sporting amenities and a combined sporting and community facility building (sports amenities with a meeting space).

Plans for the facilities costed are shown in figures 1, 2 and 3.



**Figure 1: Indicative Community Facility (Hall) Floor Plan**



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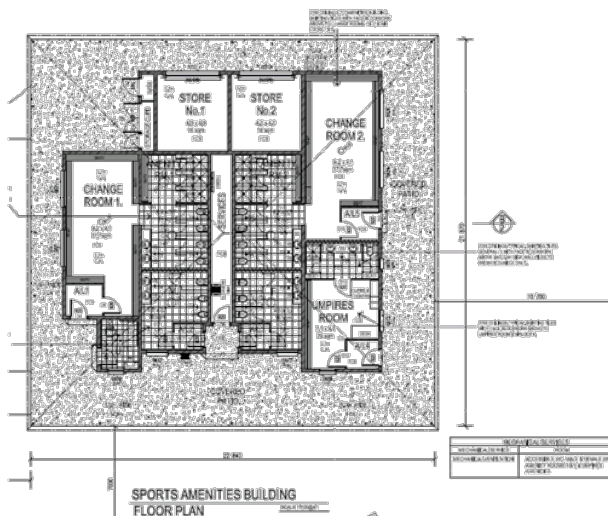


Figure 2: Indicative Sporting Amenities Floor Plan

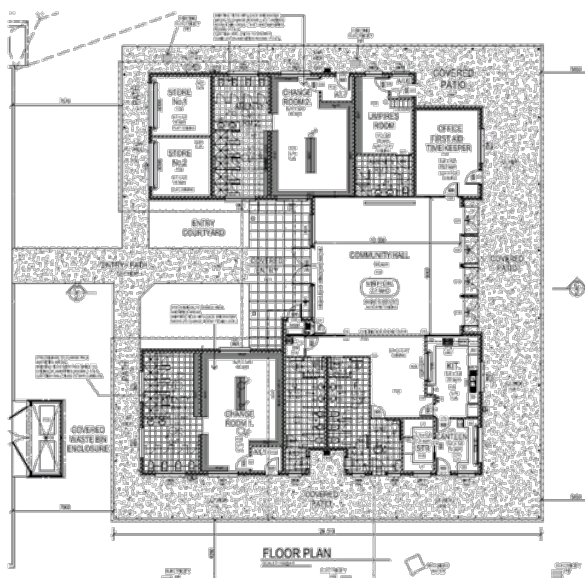


Figure 3: Indicative Combined Sporting Amenities and Community Facility Floor Plan

The costings obtained from PEP Solutions, along with costs previously agreed with Clarence Property are set out in Table 2. The table also includes an allowance for site preparation and car parking which was not costed by PEP Solutions. Council's estimate is based on works undertaken for the Ballina Indoor Sports Centre and is indicative only.

The estimates do not include development application fees or design costs.

**8.4 Epiq - Community and Sporting Facility Infrastructure****Table 2: Cost Estimates – Currently Required Infrastructure**

Infrastructure Item	Cost Estimate (excluding GST)
Sporting infrastructure – cricket nets	\$41,987 (previously agreed)
Sporting infrastructure – tennis courts	\$89,765 (previously agreed)
Playing field amenities	\$852,000 (PEP Solutions)
Playing field temporary amenities	\$10,000 (previously agreed)
Community facility (community hall)	\$900,000 (PEP Solutions)
Community facility (community hall) – car parking and site preparation	~\$105,000
<b>Total</b>	<b>\$1,998,752</b>

It is important to recognise that there are several factors that warrant consideration in relation to the cost estimates.

Some of the inclusions in the community facility and sporting amenities are additional to the minimum requirements for the developer, so it is appropriate that Council discounts this cost from the agreed cost for the building that has been designed.

The reason for these inclusions in the design was to provide Council with a template for future facility designs.

The PEP Solutions cost estimate also relied on a floor area greater than what has been agreed between Council staff and Clarence Property for the community centre building.

The developer has willingly agreed to enter into negotiations for an improved infrastructure outcome.

As such, there is likely to have been some cost escalation beyond what the developer would have expected to incur as a result of the time associated with the negotiations.

The costings in Table 2 have been adjusted to reflect the following factors:

- Cost escalation based on 1 year using CPI index of 1.9% for 2018.
- The community building having a total under roof area of 589m<sup>2</sup>.
- Council having additional floor area in the community building design equating to 9.25% of the floor area.
- Council having additional floor area in the sporting amenities building design equating to 5.8% of the floor area.
- No changes in the value assigned to previously agreed infrastructure values (on the basis that these could have been built at the agreed value by the developer in the absence of the negotiations that have occurred).

This adjustment is reflected in Table 3.

**8.4 Epiq - Community and Sporting Facility Infrastructure****Table 3: Adjusted Cost Estimates – Currently Required Infrastructure**

Infrastructure Item	Cost Estimate (excluding GST)
Sporting infrastructure – cricket nets	\$41,987 (previously agreed)
Sporting infrastructure – tennis courts	\$89,765 (previously agreed)
Playing field amenities	\$787,335
Playing field temporary amenities	\$10,000 (previously agreed)
Community facility (community hall)	\$756,291
Community facility (community hall) – car parking and site preparation	~\$103,005
<b>Total</b>	<b>\$1,788,383</b>

The costing for the combined sporting amenities and community building design as provided by PEP Solutions is \$1,168,000 (exclusive of GST)

In summary, based on the costing process undertaken, the estimated value of the infrastructure works currently required of Clarence Property is \$1,788,383 (based on Table 3).

The value of the currently preferred infrastructure (being a higher standard sporting amenities building) is estimated at \$1,168,000.

This leaves \$620,383 in funds that can be redirected to other projects via an agreement with Clarence Property based on this calculation.

Importantly these figures have not been agreed to by Clarence Property, at this time. This is not unreasonable as there is often substantial variation in the costing for infrastructure of the type required.

As a guide, the most recent cost estimates for the infrastructure, obtained by Clarence Property independent of Council in 2017, valued the community building at \$585,600 and the sporting amenities at \$751,000.

If Council accepts the adjustments underpinning Table 3, the community facility building is where the key difference lies (the difference being \$170,691).

In addition, Clarence Property is also of the view that the combined sporting amenities and community building would likely cost more than the PEP Solutions estimate.

Clarence Property estimate this cost to be around \$1,536,000 although this is indicative rather than an accurate costing at this stage.

On a hypothetical basis, if the estimated value as calculated by Council in Table 3 is further discounted to meet the Clarence Property estimate for the community facility, this values the required infrastructure at \$1,617,692.

Even in a scenario where the lowest figures are adopted for the value of the required infrastructure and the higher figure as estimated by Clarence Property is adopted for the combined facility building, the estimates indicate there is sufficient funding to construct the preferred combined building.

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On this basis, it is recommended that Council agrees to a change to the planned infrastructure delivery at Epiq to deliver the combined sporting amenities and community facility building on the site of the Epiq playing fields (and not require the stand alone amenities or stand alone community hall building).

This is preferred as it allows Clarence Property to proceed to lodge a development application based on the preferred sporting facility building design and (upon approval) proceed to construct it without further delay.

An adjustment would also be necessary to the overall State Government planning approval for Epiq to reflect the changed outcome (removing the obligations to build the stand alone amenities and hall buildings). It is suggested that this change be considered once approval for the preferred sporting facility has been obtained.

It is also recommended that Clarence Property be asked to include the preferred lighting outcome in the development application for the sporting facility to facilitate the delivery of the lighting.

Council staff will continue to negotiate with Clarence Property to seek to agree on a final value for the required infrastructure with any funds beyond those required for the enhanced sporting facility to be allocated to construction of the lighting.

It is recommended that this approach be embodied within a voluntary planning agreement (should the developer wish to propose one) so that the agreed outcomes and steps in the process are properly documented in the public domain.

A VPA addressing this could be concurrently exhibited with the development application for the combined sporting and community building.

**Sustainability Considerations**

- **Environment**  
Not Applicable.
- **Social**  
The approach proposed in this report seeks to achieve optimal outcomes to meet community infrastructure needs.
- **Economic**  
The approach proposed in this report seeks to achieve optimal use of available funds to meet community infrastructure needs.

**Legal / Resource / Financial Implications**

A negotiation of this type needs to be mindful of the need for probity and transparency.

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It is also important to recognise that any change to the nature of the community infrastructure provided will require a modification to the existing Concept Approval (which in turns requires agreement from Clarence Property).

It is recommended that the approach agreed with Clarence Property be documented in a Voluntary Planning Agreement.

Financial implications associated with negotiation outcomes will be the subject of a future report to the Council.

The negotiation can be attended to within existing resources.

**Consultation**

The infrastructure planning in this report has been compiled in consultation with Clarence Property.

**Options**

Council has the following options available in relation to the content of this report.

1. Take no further action and require Clarence Property to deliver the infrastructure required under the current approval (see Table 1 and the associated discussion).

This approach is not recommended as there is an opportunity to improve the community infrastructure outcomes associated with the Epiq development.

The recommendation is to explore the options available with Clarence Property and then report the matter to Council for further consideration.

2. Authorise the General Manager (or delegate) to continue to negotiate with Clarence Property for an alternative community infrastructure outcome and progress an associated voluntary planning agreement (should one be offered).

The negotiations would be progressed on the basis of the following principles

- Clarence Property to proceed to lodge a development application for an enhanced amenities building at the playing fields inclusive of toilets, change rooms, a canteen space, storage areas and a meeting space, generally in accordance with the design plan shown in Figure 3.
- Clarence Property to construct the enhanced sporting amenities building.
- Council and Clarence Property to determine final costings based on builders estimates or as otherwise agreed.
- Any funds beyond the builders estimate for the combined sporting facility relative to the value of the required infrastructure is to be directed to the provision of lighting at the Epiq playing fields.

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- That the agreed values and approach to deliver of the infrastructure be outlined in a voluntary planning agreement (should Clarence Property wish to offer such an agreement).

Under this approach Council would receive further reporting in relation to the voluntary planning agreement prior to its exhibition.

This is where the final outcomes of the negotiation process would be documented.

The recommendation for this approach also includes preparation of an infrastructure plan for the locality to reflect the ultimate outcomes, consistent with Council's December 2017 resolution on this matter.

3. Defer the matter to seek additional information.

Council may defer its consideration of this matter to obtain additional information.

If this approach is preferred, it is recommended that a Councillor briefing be held.

Deferral is not recommended on the basis that continuing the negotiation will enable staff to finalise costing details and enable Clarence Property to progress planning for the combined facility (being the preferred infrastructure outcome).

Clarence Property are very keen to see the sports field infrastructure delivered, as is Council, to allow the fields to commence operating.

Option 2 allows the delivery of this infrastructure to move forward.

**RECOMMENDATIONS**

1. That Council authorises the General Manager (or delegate) to continue to negotiate with Clarence Property for an alternative community infrastructure outcome and progress an associated voluntary planning agreement (should one be offered) based on the following principles:
  - Clarence Property to proceed to lodge a development application for an enhanced amenities building at the playing fields inclusive of toilets, change rooms, a canteen space, storage areas and a meeting space generally in accordance with the design plan shown in Figure 3.
  - Clarence Property to construct the enhanced sporting amenities building.
  - Council and Clarence Property to determine final costings based on builders estimates or as otherwise agreed.
  - Any funds beyond the builders estimate for the combined sporting facility relative to the value of the required infrastructure is to be directed to the provision of lighting at the Epiq playing fields.
  - That the agreed values and approach to deliver of the infrastructure be outlined in a voluntary planning agreement (should Clarence Property wish to offer such an agreement).

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2. That a further report on the outcomes of the negotiations be presented to the Council either in association with a proposed voluntary planning agreement or otherwise prior to the formalisation of the negotiation outcomes.
3. That Council prepares an infrastructure plan to document the outcomes associated with points one and two inclusive of the planning for Council's property at 9 Byron Bay Road.

**Attachment(s)**

Nil

**Deed Witnessing Voluntary Planning Agreement:**  
for the development of Land at Lennox Head being Lots 4, 5 and 7  
in DP 1239938, Lot 102 in DP 1241817 and Lot 216 in DP  
1017615.

**Clarence Property Corporation Limited ACN 094 710 942 in its capacity as  
Responsible Entity of Westlawn Property Trust ARSN 095 611 804**

**and**

**Ballina Shire Council**

**Revision #10: 8 April 2020**

CM: 20/23471



**Voluntary Planning Agreement**

**Voluntary Planning Agreement**

**Execution Date**

**Parties**

**Clarence Property Corporation Limited** ACN 094 710 942 in its capacity as Responsible Entity of Westlawn Property Trust ARSN 095 611 804 registered office Suite 11, Tamar Village, 92 Tamar Street, Ballina NSW 2478

**(Developer)**

**Ballina Shire Council** ABN of 40 Cherry Street, Ballina NSW 2478

**(Council)**

**Background**

**A.**

The Developer has obtained a development consent (Concept Approval MP 07\_0026 MOD 5 ("the Development")) (for the development of land at Lennox Head being Lots 4, 5 and 7 in DP 1239938, Lot 102 in DP 1241817, and Lot 216 in DP 1017615 ("the Lands").

**B.**

Under the Concept Approval the developer has an obligation to provide various items of community infrastructure including the following – cricket nets, tennis courts, playing field amenities and a community hall (with an associated 28 car parking spaces) ("the Required Works") on land owned by Council being lot 216 in deposited plan 1017615 ("the Council land").

Plans of the Required Works are described in the Schedule and contained in Annexure A.

**C.**

The parties have agreed to forego the provision of cricket nets and tennis courts and separate amenities and hall buildings and in lieu thereof it has been agreed that the developer will provide an enhanced sports amenities building on the Council land inclusive of toilets, change rooms, canteen space, storage areas and a meeting space and possibly to contribute towards lighting for the Epiq Lennox Head playing fields ("the Agreed Works").

Plans of the Agreed Works are described in the Schedule and contained in Annexure B.

**D.**

The Land is within the Ballina local government area and the Ballina Local Environmental Plan 2012 applies to those lands.

**E.**

This Agreement applies to the Development approved by Concept Approval (MP 07\_0026 MOD 5)

**Voluntary Planning Agreement**

F

The Developer and the Council have agreed to enter into this Voluntary Planning Agreement ("the VPA") upon the terms more particularly set out hereafter.

**Agreement**

**1. Operation and Application of this Agreement**

**1.1 Application**

- (a) This Agreement constitutes a planning agreement within the meaning of section 7.4 of the Environmental Planning and Assessment Act 1979 and constitutes the Developer's irrevocable offer with respect to the provision of material public benefits associated with development of the Lands.
- (b) This Agreement applies to the Lands and is binding on the parties to it and on their respective heirs, successors, transferees and assignees.
- (c) This Agreement takes effect when it has been executed by both parties and will remain in force and effect until the Developer and the Council have each complied with their respective obligations under this Agreement, or the earlier date that this Agreement is terminated.
- (d) This Agreement has effect as a deed.

**1.2 Capacity**

Each party warrants and represents to the other that this Agreement creates legally binding and valid obligations enforceable against the relevant party in accordance with its terms.

**2. Material Public Benefit to be provided under this Deed**

- 2.1 The Developer agrees to carry out the Agreed Works in accordance with the requirements set out in the Schedule and as otherwise provided for in this Agreement.
- 2.2 The Developer shall forthwith seek development consent for the Agreed Works.
- 2.3 The Developer is under no obligation to deliver the material public benefits set out under this Agreement unless and until Development Consent has been granted to MP 07 0026 MOD 8 to amend the Statement of Commitments to omit the Required Works (Approvals Date).
- 2.4 The Developer is to bring the Agreed Works to Practical Completion within thirty months of the Approvals Date (Completion Date).
- 2.5 The Completion Date will be extended for each day that the carrying out of the Agreed Works is delayed for any reason outside of the reasonable control of the Developer, such as but not limited to inclement weather, strikes, hazardous diseases or government enforced shutdowns

**Voluntary Planning Agreement**

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and natural disasters. The Developer will promptly notify Council of an extension to the Completion Date.

2.6 The material public benefit will be made on the day that Practical Completion occurs.

**3. Application of Sections 7.11, 7.12 and 7.24 of the Act to the Development**

This Agreement does not exclude the application of section 7.11, section 7.12 and section 7.24 of the Act to the Development.

**4. Enforcement**

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4.1 Without limiting any other provision of this Agreement, the parties may enforce this Agreement in any Court of competent jurisdiction.

4.2 For the avoidance of doubt, nothing in this Agreement prevents:

- (a) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; or
- (b) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

**5. Expert Determination on Costs**

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5.1 The parties shall jointly appoint a suitably qualified builder as an expert herein ("the expert"). In default of agreement, the qualified builder shall be appointed by the President of the Law Society of New South Wales.

5.2 The expert shall determine the likely reasonable cost of the Required Works referred to in Recital B being those no longer intended to be provided under the Concept Approval had they been so provided.

5.3 The expert shall determine the reasonable cost of the Agreed Works referred in Recital C inclusive of toilets, change rooms, canteen space, storage areas and a meeting space to be provided therein.

5.4 If the latter (i.e. costs per Clause 5.3) exceeds the former (i.e. costs per Clause 5.2), then Council shall pay the difference to the Developer herein.

5.5 If the former exceeds the latter then the Developer will pay the difference to the Council herein for the Council to carry out lighting works at the Epiq Lennox Head sports fields in accordance with the attached plan and specifications to the extent of the difference.

5.6 The calculation of the cost of the Required Works (as per Clause 5.2) is to be discounted as follows:

- (a) the Proposed Community Centre cost estimate is to be based on a floor area that is 9.25% less than the plans provided in the Schedule; and
- (b) the Proposed Sports Amenities Building cost estimate is to be based on a floor area that is 5.8% less than the plans provided in the Schedule.

**Voluntary Planning Agreement**

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- 5.7 The expert's determination on all matters shall be final and binding on the parties.
- 5.8 The parties shall share equally in the costs of the expert in carrying out his or her functions herein.
- 5.9 The Council acknowledges up to 44% of the cost for the Proposed Community Centre determined as per Clause 5.2 and Clause 5.6(a) will be credited towards the contributions paid or payable under the Ballina Shire Open Space and Community Facilities Contributions Plan 2016 in association with the development. If the value of the credit exceeds the value of contributions yet to be paid then the balance will be refunded by the Council to the developer.

**6. Bank Guarantees**

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- 6.1 The Developer has procured and given to the Council Bank Guarantees with a combined face value of \$2,720,577.60 at the time of entry into this Agreement as security for the performance of its obligations to carry out the Required Works (**Old Bank Guarantees**). Copies of the Old Bank Guarantees are annexed hereto.
- 6.2 On the Approvals Date and upon the provision of New Bank Guarantees with a face value of \$1,967,221 to the Council by the Developer as security for the performance of its obligations under this Agreement, the Council agrees to return the Old Bank Guarantees to the Developer. The Old Bank Guarantees are to be returned at the same time as the Developer provides the New Bank Guarantees.
- 6.3 If the Developer breaches a provision of this Agreement and fails to rectify that breach within a reasonable period (to be no less than 30 days) after written notice from Council and the process set out in clause 9 has been observed, then the Council may call for payment of money under the New Bank Guarantees and retain that money absolutely to satisfy or reimburse the Council for any liability, loss, cost, charge or expense reasonably and properly incurred by the Council because of the breach of this Agreement by the Developer.
- 6.4 Council will accept Replacement Bank Guarantees in exchange for the New Bank Guarantees upon Council inspection confirming satisfactory completion of the installation of the internal and external support structure, along with walls, conduit for electrical and plumbing, the roof frame and sheeting, gutters and insulation, to the Outstanding Value as set out in the QS Report, plus 10% of the value of the Outstanding Value as set out in the QS report, which is to be held until Practical Completion has been achieved.
- 6.5 Within 14 business days after the date that Practical Completion is achieved, the Council must return the Bank Guarantees it holds in relation to the works associated with this agreement at their then balance to the Developer.

**7. Step-in Rights**

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- 7.1 In addition to any other security or obligation pursuant to this Agreement, the Developer agrees to allow the Council to step in and remedy any breach by the Developer in carrying out the Agreed Works pursuant to this Agreement, and to recover its costs of remedying the breach by either/or a combination of calling up and applying the security provided by the Developer to the Council or as a debt due in a Court of competent jurisdiction.
- 7.2 Council may not exercise its rights under clause 7.1 until it has provided written notice to the Developer and provided a reasonable time (to be no less than 30 days) to remedy the relevant breach of the Agreement and until the process in clause 9 has been observed, except where Council has determined that it must step in order to remedy a matter of immediate public safety concern.
- 7.3 Council may not take any action in relation to any debt said to be owed by the Developer, until such time as it has fully applied the amount held by way of the New Bank Guarantees or Replacement Bank Guarantees.

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## Voluntary Planning Agreement

### 8. Insurances and Indemnity

- 8.1 The Developer shall ensure that any and all contractors associated with the carrying out of the Agreed Works take out and keep the following insurances for the duration of the construction works and until the Developer satisfies its obligations for the carrying out of Agreed Works herein :
- (a) contract works insurance, noting the Council as an interested party, for the full replacement value of the Agreed Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees) as specified in the Schedule;
  - (b) public liability insurance for twenty million dollars (\$20m) for a single occurrence to cover the Council, the Developer and any subcontractor of the Developer for liability to any third party;
  - (c) workers compensation insurance as required by law; and
  - (d) any other insurance required by law.
- 8.2 The Developer indemnifies the Council from and against all claims that may be made, sustained, suffered, or recovered or made against the Council arising in connection with the carrying out of the Agreed Works, except to the extent that the claim arises because of Council's negligence or default.

### 9. Disputes

- (a) If a party claims a dispute has arisen under this Agreement (**Claimant**) it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).
- (b) Within 28 days after receiving a Claim Notice the Respondent must notify the Claimant of its representative to negotiate the dispute.
- (c) The nominated representative must:
  - (i) meet to discuss the matter in good faith within 10 days after service by the Respondent of notice of its representative; and
  - (ii) use reasonable endeavours to resolve the dispute within 15 days after they have met.
- (d) If the dispute is not resolved within 15 days after the representatives have met, either party may give notice calling for determination of the dispute (**Dispute Notice**).
- (e) The parties agree that a dispute shall be mediated if it is the subject of a Dispute Notice, in which case:
  - (i) the parties must agree to the terms of reference of the mediation within 5 business days of the receipt of the Dispute Notice. If there is no agreement, the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;
  - (ii) the Mediator will be agreed between the parties or failing agreement within 5 business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;

**Voluntary Planning Agreement**

- (iii) the Mediator appointed pursuant to this clause 9(e) must:
  - (A) have reasonable qualifications and practical experience in the area of the dispute; and
  - (B) have no interest or duty which conflicts or may conflict with his function as mediator he being required to fully disclose any such interest or duty before his appointment;
- (iv) the mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (v) the parties must within five (5) business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- (vi) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (vii) in relation to costs and expenses:
  - (A) each party will bear their own professional expert costs incurred in connection with the mediation;
  - (B) the costs of the mediator will be shared equally by the parties unless the mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.
- (f) If the dispute is not finally resolved either party is at liberty to litigate the dispute.
- (g) Each party must continue to perform its obligations under this Agreement notwithstanding the existence of a dispute.

**10. Notices**

- (a) Any notice, consent, information, application or request that must or may be given or made to a party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
  - (i) Delivered or posted to that party at its address set out below.
  - (ii) Emailed to that party at its email address set out below.

**Council**

Attention: The General Manager

Address: 40 Cherry Street,  
BALLINA NSW 2478

Email: [council@ballina.nsw.gov.au](mailto:council@ballina.nsw.gov.au)

**Developer**

Attention: Clarence Property Corporation Limited

**Voluntary Planning Agreement**

ACN 094 710 942

Address: Registered office Suite 11 Tamar Village, 92 Tamar Street

BALLINA NSW NSW 2478

Email: [james.webb@clarencproperty.com.au](mailto:james.webb@clarencproperty.com.au)

- (b) If a party gives the other party 3 business days' notice of a change of its address or email address, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or emailed to the latest address or email address.
- (c) Any notice, consent, information, application or request is to be treated as given or made at the following time:
  - (i) If it is delivered, when it is left at the relevant address.
  - (ii) If it is sent by post, 7 business days after it is posted.
  - (iii) If it is emailed to that party at its email address set out above upon receipt.
- (d) If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day in Ballina NSW, or if on a business day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

**11. Costs**

The developer shall pay fifty per cent of the Council's reasonable costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed. Fifty per cent of Council's costs incurred prior to entry into this Deed are to be paid by the Developer before or at the time of entry into this Deed, following an invoice being issued to the Developer by Council. Fifty per cent of Council's costs reasonably incurred after entry into this Deed are to be paid by the Developer within 14 days of an invoice being issued by Council to the Developer.

**12. Entire Agreement**

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

**13. Further Acts**

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

**14. Governing Law and Jurisdiction**

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its Courts and Courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those Courts on any basis.

**Voluntary Planning Agreement**

**15. Joint and Individual Liability and Benefits**

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

**16. No Fetter**

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

**17. Representations and Warranties**

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

**18. Severability**

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

**19. Modification**

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

**20. Waiver**

The fact that a party fails to do or delays in doing something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation or breach of any obligation by another Party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

**21. GST**

**(a) Consideration does not include GST**

Any consideration expressed in this Agreement is unless otherwise specified GST exclusive and does not include any amount for, or on account of, GST

**(b) GST Payable**

If any supply under or in connection with this Agreement constitutes a taxable supply made for GST exclusive consideration, the supplier may, subject to issuing a tax invoice, recover from the recipient of the supply an amount on account of the GST payable in respect of that taxable supply (**GST Amount**).



**Voluntary Planning Agreement**

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The GST Amount is:

- (i) equal to the value of the supply calculated in accordance with the GST Act multiplied by the applicable GST rate; and
- (ii) payable at the same time and in the same manner as any monetary consideration for the supply concerned but no later than the end of the tax period to which the GST payable on the relevant taxable supply is attributable under the GST Act.

The supplier of a taxable supply made under or in connection with this Agreement must issue a tax invoice for the supply in accordance with the GST Act to the recipient of the supply.

**(c) Reimbursement**

Despite any other provision of this Agreement, any amount payable under or in connection with this Agreement, which is calculated by reference to a cost, expense or amount paid or incurred by a Party, will be reduced by an amount equal to any input tax credit to which that party, or the representative member of a GST Group of which the party is a member, is entitled in respect of that cost, expense or amount.

**(d) Defined GST Terms**

Words and expressions used in this clause 21 have the meaning given to them in the GST Act.

**22. Definitions and Interpretation**

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**Definitions**

The terms **Agreement and Deed** are used interchangeably herein in reference to this document.

In this Agreement, unless the context otherwise requires or permits:

**Agreed Works** means the enhanced sports amenities building referred to in Recital C as depicted in the plans set out in the Schedule.

**Approvals Date** means the day after the date on which consent has been granted to MP 07\_0026 MOD 8 to omit the Required Works.

**Completion Date** means the date by which the Agreed Works are to be brought to Practical Completion by the Developer.

**Cost** means a cost, charge, expense, outgoing, payment, fee or other expenditure of any kind.

**Deed** means this document, including all Schedules and annexures.

**The Lands** means land at Lennox Head being Lots 4, 5 and 7 in DP 1239938, Lot 102 in DP 1241817 and Lot 216 in DP 1017615 ("the Lands")

**Occupation Certificate** means an occupation certificate issued under section 6.3(1) of the Environmental Planning and Assessment Act 1979 in respect of the Agreed Works

**Outstanding Value** means the cost of the remaining uncompleted portion of the Agreed Works as at the completion of the milestone set out in clause 6.4 as determined by the QS Report

**Voluntary Planning Agreement**

**Practical Completion** means when an Occupation Certificate is issued for the Agreed Works and any outstanding matters set out in the certificate have been completed to Council's satisfaction.

**Required Works** means the cricket nets, tennis courts, playing field amenities and community hall referred to in Recital B hereof as depicted in the plans set out in the Schedule. The Required Works also include the provision of 28 car parking spaces associated with the community hall.

**QS Report** means a report by a suitably qualified quantity surveyor appointed jointly by the Council and the Developer confirming that the milestone in clause 6.4 has been achieved and determining the Outstanding Value.

**23. General Provisions**

**Interpretation**

In this document, unless the context otherwise requires or permits:

- (a) each of the persons and/or entities referred to as the Developer herein is bound by the terms hereof jointly and severally;
- (b) references to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;
- (c) references to dollars, "\$" or amounts of money mean that amount in Australian dollars (AUD\$);
- (d) the use of headings are only for convenience and do not affect interpretation and any headings are only included for ease of reference;
- (e) if the day on which any act, matter or thing is to be done under or pursuant to this document is not a business day, that act, matter or thing may be done on the next business day;
- (f) references to a party will include as the context requires the respective executors, administrators, successors and permitted assigns of that party;
- (g) references to a person includes any other entity recognised by Law;
- (h) words denoting the singular number include the plural and vice versa;
- (i) words denoting one gender include each gender;
- (j) every covenant or term applying to or binding more than one person will bind them jointly and each of them severally;
- (k) a term of this document will not be construed against a party because that party was responsible for its drafting or insisted upon its inclusion in this document;
- (l) this document is governed by the law in force in New South Wales. The parties submit to the exclusive jurisdiction of the Courts of New South Wales and any Court that may hear appeals from those Courts in respect of any proceedings in connection with this document;
- (m) references to clauses, subclauses, paragraphs, annexures and schedules are references to clauses, subclauses, paragraphs, annexures and schedules in this document;

**Voluntary Planning Agreement**

- (n) this document may be executed in one or more counterparts and together they will be construed as one document; and
- (o) if this document is a deed it is deemed to be signed sealed and delivered on the execution date.

**24. Explanatory Note Relating to this Agreement**

- 24.1 The Schedule contains the Explanatory Note relating to this Agreement required by Clause 25E of the Regulation.
- 24.2 Pursuant to Clause 25E(7) of the Regulation; the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

**25. LIMITATION OF LIABILITY**

**25.1 Meaning**

For the purpose of this clause:

“Assets” includes all assets, property and rights real and personal or any nature whatsoever of the Trust.

“Responsible Entity” means Clarence Property Corporation Limited ACN 094 710 942 or such other party as is the responsible entity for the time being of the Trust as the term ‘responsible entity’ is defined in the Corporations Act.

“Trust” means Westlawn Property Trust ARSN 095 611 804.

**25.2 Limitation of liability**

The Council acknowledges that the Responsible Entity:

- (a) is the responsible entity and trustee of the Trust; and
- (b) has no involvement in, nor liability arising from this Agreement in its personal capacity, however if it is determined that the Responsible Entity is liable then that liability is limited to the Responsible Entity's right of indemnity from the Assets of the Trust only except to the extent that the Responsible Entity's indemnity is reduced as a result of the Responsible Entity's fraud, or breach of trust.

**26. Schedule**

**Required Works**

The Required Works no longer to be provided in accordance with this agreement include cricket nets and tennis courts with an agreed combined value of \$131,753 (excl. GST) plus the works identified on plans, copies of which are annexed hereto and marked “A” as described hereafter:

- Proposed Community Centre for Epiq Estate Lennox Head Job No.4002 Issue 5 dated April 2019.
- Schedule of Finishes for Proposed Community Centre for Epiq Estate Lennox Head Job No.4002 Issue 5 dated 23 April 2019.
- Proposed Sports Amenities Building for Epiq Estate Lennox Head Job No.4002 Issue B dated April 2019.

**Voluntary Planning Agreement**

- Schedule of Finishes for Proposed Sports Amenities Building for Epiq Estate Lennox Head Job No.4002 Issue B dated 23 April 2019.

**Agreed Works**

The Agreed Works shall be carried out in a proper and workmanlike manner and wholly in accordance with the plans, copies of which are annexed hereto and marked "B".

Plans of the Agreed Works are contained in Annexure B as described hereafter:

- Proposed Community Centre & Sports Amenities Epiq Estate Lennox Head Job No.4002 Issue 5 dated April 2019.
- Schedule of Finishes for Proposed Community Centre & Sports Amenities for Epiq Estate Lennox Head Job No.4002 Issue 5 dated 23 April 2019.

**Lighting Works**

Plans of the lighting works to which any monies owing to the Council will be applied, to the extent required by clause 5.5, are annexed hereto and marked "C" as described hereafter:

Ballina Sports Lighting Upgrade 2019-Hutley Dr dated 04 February 2019.

**Explanatory Note (pursuant to clause 25E of the Environmental Planning and Assessment Regulation 2000)**

**Planning Agreement**

Under s7.4 of the Environmental Planning and Assessment Act 1979

**Parties**

**Ballina Shire Council** ABN 53 929 887 369 of PO Box 450 Ballina NSW 2478

**Clarence Property Corporation Limited** ACN 094 710 942 of registered office Unit 2, 75 Tamar Street, Ballina NSW 2478

**Description of Land to which this Draft Planning Agreement applies:**

Lots 4, 5 and 7 in DP 1239938  
Lot 102 in DP 1241817  
Lot 216 in DP 1017615

**Description of Proposed Change to Environmental Planning Instrument/Development Application**

The Developer is to obtain an amendment to Concept Approval MP 07\_0026 MOD 5 or separate development approval to deliver the works described in this agreement.

**Summary of Objectives, Nature and Effect of the Planning Agreement**

The Objective of the Planning Agreement is to provide for improved community infrastructure associated with the development of the land with respect to community needs.

**Assessment of the Merits of the Planning Agreement**

**The Planning Purposes Served by the Planning Agreement**

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**Voluntary Planning Agreement**

Through the provision of improved community amenities, the Planning Agreement reasonably provides for the achievement of the following planning purposes:

- to promote the orderly and economic use and development of land to which the agreement relates.
- to promote good design and amenity of the built environment.

**How the Planning Agreement Promotes the Public Interest**

Facilitates the provision (or the recoupment of the cost of providing) public amenities or public services.

**For Planning Authorities:**

**Councils - How the Planning Agreement promotes the Council's Charter**

The Planning Agreement, by making provision for the delivery of improved community infrastructure, benefits the wider community and promotes the following elements of the Council's Charter:

- to provide directly or on behalf of other levels of Government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively

**Whether the Planning Agreement conforms with Council's Works Program**

The Planning Proposal aligns with intended works in the Epiq development area and does not conflict with Council's Capital Works Program.


**Voluntary Planning Agreement**

**Signing Page**

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**Executed as a deed**

Signed sealed and delivered by Clarence Property Corporation Limited ACN 094 710 942 In its capacity as Responsible Entity of Westlawn Property Trust ARSN 095 611 804 in accordance with section 127 of the Corporations Act 2001:

  
Signature of director  
**PETER NICHOLAS FAHEY**  
(Print) Full Name

  
Signature of director/secretary  
**PAUL JAMES RIPPON**

Signed for and on behalf of Ballina Shire Council in the presence of:

Signature of witness  
  
(Print) Full name

Signature of Mayor  
  
(Print) Full name

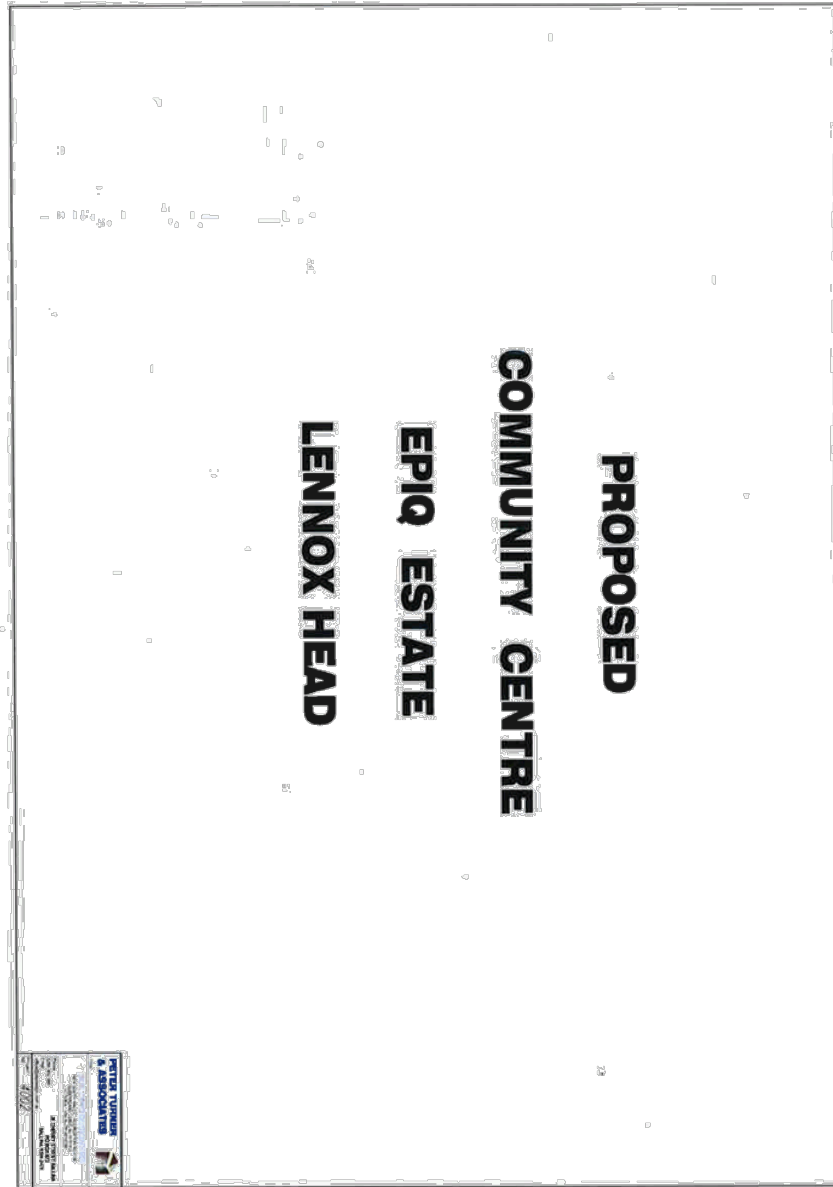
Signature of witness  
  
(Print) Full name

Signature of General Manager  
  
(Print) Full name

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Voluntary Planning Agreement – Annexure A

Annexure A - The Required Works



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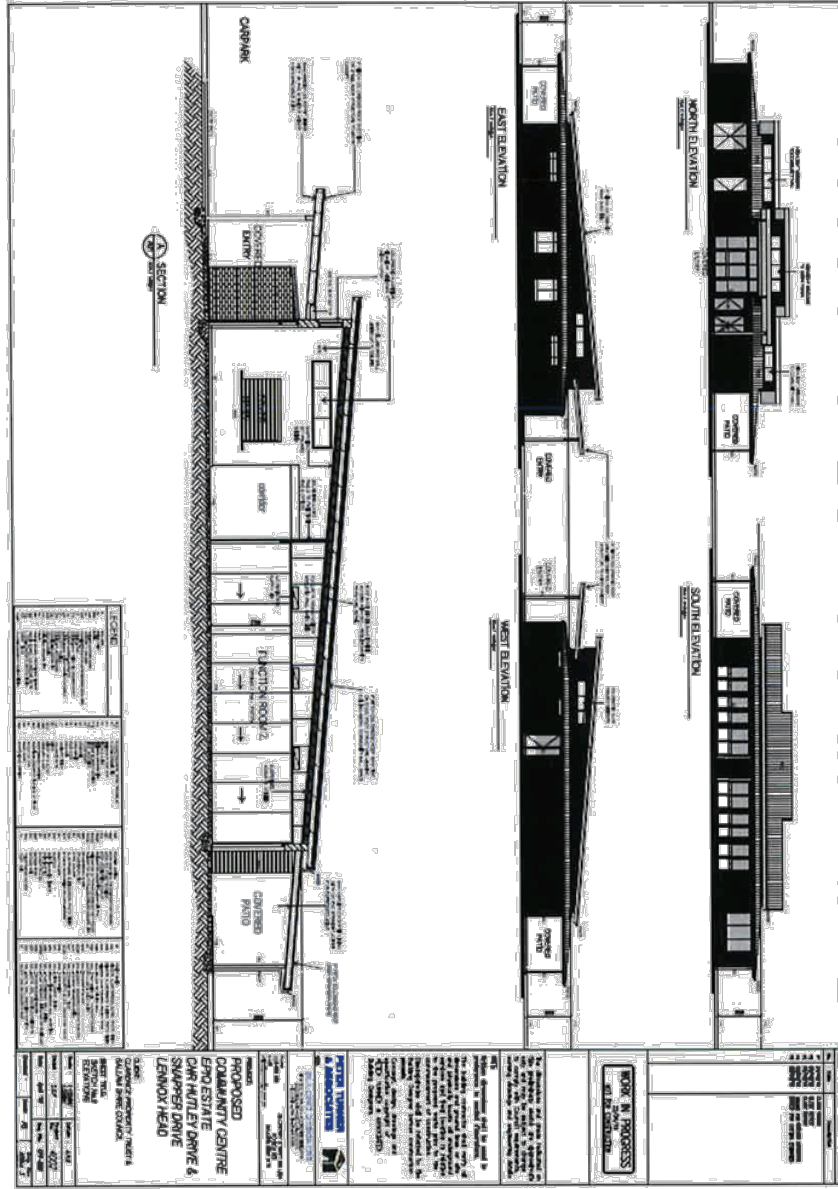
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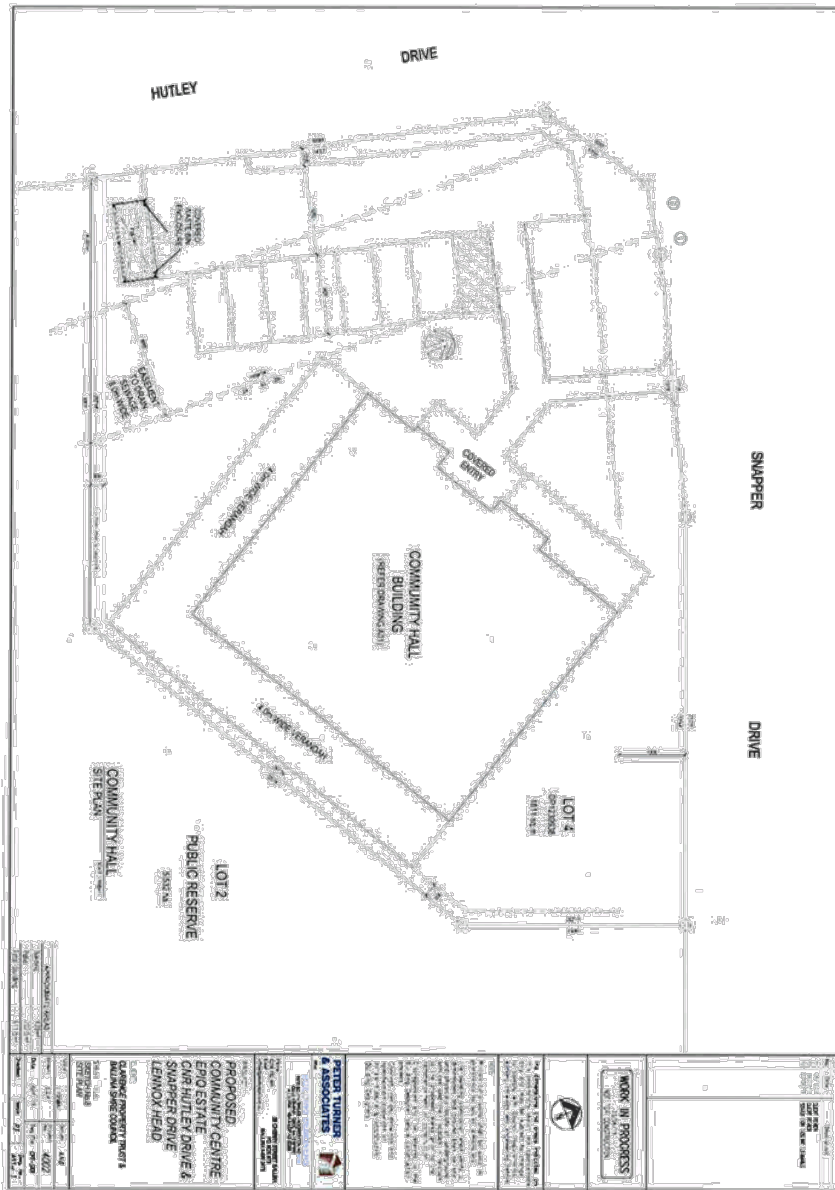
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Voluntary Planning Agreement – Annexure A


**SCHEDULE OF FINISHES**

**FOR**

**PROPOSED  
COMMUNITY CENTRE**

**FOR**

**EPIQ ESTATE  
LENNOX HEAD**

**PETER TURNER & ASSOCIATES**  
BUILDING DESIGNERS 

Job No. 4002 23 <sup>rd</sup> April 2019 Issue: 1
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First Floor, 28 Cherry Street Ballina PO Box 872, Ballina NSW 2478 Tel: 02 66862665 <a href="mailto:info@ptakdesign.com.au">info@ptakdesign.com.au</a>
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**Voluntary Planning Agreement – Annexure A**

**Peier Turner & Associates** **SCHEDULE OF FINISHES**

**1. SCHEDULE OF EXTERNAL FINISHES**

**COMMUNITY CENTRE**

LOCATION	BASE MATERIAL	FINISH
External Walls	Face Brickwork to 1.8m AFFL	Face Brickwork
External Walls	Colorbond Custom Orb from 1.8m AFFL	Colorbond Ultra
Exposed Structural Steel	Galvanised Steel	Galvanised Steel
eaves Lining	6mm Hardiflex Lining	Paint
Roof Sheetting	Colorbond Custom Orb	Colorbond Ultra
Roof Gutters	Stainless Steel	Stainless Steel
eaves Guttering	Metal	Colorbond
Downpipes	Metal	Colorbond
External Paths & Patios	Concrete	Broom Finish

**2. SCHEDULE OF INTERNAL FINISHES**

**COMMUNITY CENTRE**

LOCATION	AREA SURFACE	BASE MATERIAL	FINISH	
MSB	Ceiling	9mm Virlaboard	Paint	
	Cornice - 18x18 Moulding	Timber	Paint	
	Walls	Face Block	Face Block	
	Floor	Concrete	Steel Trowel	
	Door D01 - 2x620x2040x45 Door Frame	Galvanised Steel	Gloss Paint	
Fire Hose Reel Cupboard	Ceiling	9mm Virlaboard	Paint	
	Cornice - 18x18 Moulding	Timber	Paint	
	Walls	Face Brick	Face Brick	
	Floor	Concrete	Steel Trowel	
	Door D02 - 820x2040x45 Door Frame	Solid Core Timber Galvanised Steel	Gloss Paint Gloss Paint	
Foyer	Ceiling	13mm Plasterboard	Paint	
	Cornice	Shadowline	Prefinish	
	Walls	9mm Virlaboard	Paint	
	Floor	Concrete	Carpet Tiles	
	Skirting	Aluminium	Prefinish	
	Highlight Window Frames	Aluminium	Duratec Powdercoat	
	Highlight Window Trims	Set 10mm Plasterboard	Paint	
	Doors D03, D10 & D11 Door Frames	Glass/Aluminium Aluminium	Duratec Powdercoat Duratec Powdercoat	
	Airlock 1	Ceiling	9mm Virlaboard	Paint
		Cornice	Shadowline	Prefinish
Walls/Skirting		9mm Virlaboard	Full Height Tiles	
Floor		Concrete	Tiles	
Door D04 - 820x2340x45 Door D04 Door Grill 450h x 600w Door Frame		Solid Core Timber Aluminium Aluminium	Gloss Paint Clear Anodised Clear Anodised	

4001 - Proposed Community Centre  
Epiq Estate Lennox Head

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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates		SCHEDULE OF FINISHES	
LOCATION	AREA SURFACE	BASE MATERIAL	FINISH
Male Amenities	Ceiling	9mm Villoboard	Paint
	Cornice	Shadowline	Prefinish
	Walls/Skirting	9mm Villoboard	Full Height Tiles
	Wall Vanity Splash Back	9mm Villoboard	Tiles
	Floor	Concrete	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Window Trim	9mm Villoboard	Tiles
	Door D05 820x2340x45	Solid Core Timber	Gloss Paint
	Door D05 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Aluminium	Clear Anodised
	Partition Wall	Laminex	Prefinish
	Partition Door	Laminex	Prefinish
Vanity top	Laminex Compact	Prefinish	
Unisex Accessible WC	Ceiling	9mm Villoboard	Paint
	Cornice	Shadowline	Prefinish
	Walls/Skirting	9mm Villoboard	Full Height Tiles
	Wall Vanity Splash Back	9mm Villoboard	Tiles
	Floor	Concrete	Tiles
	Door D06 820x2340x45	Solid Core Timber	Gloss Paint
	Door D06 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Aluminium	Clear Anodised
Airlock 2	Ceiling	9mm Villoboard	Paint
	Cornice	Shadowline	Prefinish
	Walls/Skirting	9mm Villoboard	Full Height Tiles
	Floor	Concrete	Tiles
	Door D07 820x2340x45	Solid Core Timber	Gloss Paint
	Door D07 Door Grill 450h x 600w	Aluminium	Clear Anodised
Door Frame	Galvanised Steel	Gloss Paint	
Female Amenities	Ceiling	9mm Villoboard	Paint
	Cornice	Shadowline	Prefinish
	Walls/Skirting	9mm Villoboard	Full Height Tiles
	Wall Vanity Splash Back	9mm Villoboard	Tiles
	Floor	Concrete	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Window Trim	9mm Villoboard	Tiles
	Door D08 820x2340x45	Solid Core Timber	Gloss Paint
	Door D08 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Aluminium	Clear Anodised
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
Vanity top	Laminex Compact	Prefinish	

44th Proposed Community Centre,  
Epiq Estate Lennox Head

20th April 2020  
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Voluntary Planning Agreement – Annexure A

Peter Turner & Associates

**SCHEDULE OF FINISHES**

LOCATION	AREA/ SURFACE	BASE MATERIAL	FINISH
Corridors	Ceiling	13mm Plasterboard	Paint
	Cornice	Shadowline	Prefinish
	Walls	9mm Vllaboard	Paint
	Floor	Concrete	Polished Concrete
	Skirting	Aluminium	Clear Anodised
	Door D09 1x920x2340x45 1x450x2340x45	Solid Core Timber	Gloss Paint
Kitchen	Door Frame	Aluminium	Prefinish
	Ceiling	9mm Vllaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	9mm Vllaboard	Paint
	Wall Splashback	9mm Vllaboard	Stainless Steel
	Floor	Concrete	Vinyl
	Skirting	9mm Vllaboard	Coved Vinyl
	Door D12 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D12 Frame	Aluminium	Prefinish
	Door D13 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D13 Frame	Timber Cavity Slider	Gloss Paint
Kitchen Store Room	Roller Door H001	Colorbond	Prefinish
	Ceiling	9mm Vllaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	9mm Vllaboard	Paint
	Floor	Concrete	Vinyl
	Skirting	9mm Vllaboard	Coved Vinyl
Storage Room	Door D14 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	9mm Vllaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	9mm Vllaboard	Paint
	Floor	Concrete	Steel Trowel
	Skirting	Timber	Gloss Paint
	Window Frame	Aluminium	Duratec Powdercoat
	Window Trim	Timber	Gloss Paint
	Door D15 2x920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Aluminium	Clear Anodised
Door D16 2x920x2340x45	Solid Core Timber	Gloss Paint	

4602 - Proposed Community Centre  
Epiq Estate Lennox Head

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Peter Turner & Associates		SCHEDULE OF FINISHES	
LOCATION	AREA SURFACE	BASE MATERIAL	FINISH
Office 1	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	Plasterboard	Paint
	Cornice	Shadowline	Prefinish
	Walls	9mm Villaboard	Paint
	Floor	Concrete	Carpet Tiles
	Skirting	Aluminium	Clear Anodised
	Window Frame	Aluminium	Duratec Powdercoat
	Window Trim	9mm Villaboard	Paint
	Door D17 920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Aluminium	Clear Anodised
	Shelves	Laminex	Prefinish
Office 2	Ceiling	Plasterboard	Paint
	Cornice	Shadowline	Prefinish
	Walls	9mm Villaboard	Paint
	Floor	Concrete	Carpet Tiles
	Skirting	Aluminium	Clear Anodised
	Window Frame	Aluminium	Duratec Powdercoat
	Window Trim	9mm Villaboard	Paint
	Door D18 920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Aluminium	Clear Anodised
	Shelves	Laminex	Prefinish
	Meeting Room	Ceiling	Plasterboard
Cornice		Shadowline	Prefinish
Walls		9mm Villaboard	Paint
Floor		Concrete	Carpet Tiles
Skirting		Aluminium	Clear Anodised
Window Frames		Aluminium	Duratec Powdercoat
Window Trims		Window Trim	9mm Villaboard
Door D19		Solid Core Timber	Gloss Paint
Door Frame		Aluminium	Clear Anodised
Cupboard & Bench		Laminex	Prefinish
Splashback		9mm Villaboard	Tiles
Function Hall	Ceiling	Acoustic Ceiling equal to Gyprock Gyptone	Paint
	Cornice	Shadowline	Prefinish
	Walls	9mm Villaboard to 2.7m. Supawood acoustic plywood from 2.7m to ceiling level	Paint
	Sound Insulation to Walls	Autex Greenstuff	
	Floor	Concrete	Carpet Tiles
	Skirting	Aluminium	Prefinish
	Highlight Window Frames	Aluminium	Duratec Powdercoat
	Highlight Window Trims	Villaboard	Paint
	Doors D20, D21, D22, D23, D24 & D25	Glass/Aluminium	Prefinish
	Door Frames	Aluminium	Duratec Powdercoat
	Operable Wall Doors	Acoustic Paneling	Prefinish

4601 - Proposed Community Centre  
Epiq Estate Lennox Head

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**Voluntary Planning Agreement – Annexure A**

Peter Turner & Associates SCHEDULE MISCELLANEOUS FURNITURE

**3 SCHEDULE OF MISCELLANEOUS FURNITURE**

**COMMUNITY CENTRE**

LOCATION	FIXTURE	QUANTITY	TYPE/MANUFACTURER
Male Amenities	Clothes Hooks	1	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Accessible WC	Clothes Hooks	2	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Female Amenities	Clothes Hooks	3	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	3	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130

**TOTAL QUANTITIES OF MISCELLANEOUS FURNITURE**

FIXTURE	QUANTITY	TYPE/MANUFACTURER
Clothes Hooks	6	Equal to Laminex Partitioning Systems Components
Toilet Roll Holder	5	Airtowel BRA-RC08
Hand Dryer	3	Dyson Airblade
Soap Dispenser	4 including 1 for the kitchen hand basin	Airtowel SD-6130

4801 - Proposed Community Centre  
Epiq Estate Lennox Head

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Peter Turner & Associates PLUMBING FITTINGS & FIXTURES

4 PLUMBING FITTINGS & FIXTURES

TOTAL QUANTITIES OF PLUMBING FITTINGS & FIXTURES  
COMMUNITY CENTRE

<u>FIXTURE</u>	<u>QUANTITY</u>	<u>TYPE/MANUFACTURER</u>
Urinal	2	Caroma Leda wall hung
WC's	4	Caroma Leda wall faced inlet pan, Pedigree II seat, simline induct dual flush cistem.
Vanity Basins	4	Caroma Caravelle 600
Vanity Mixers	4	Erware Oras Vega 606-4
Accessible WC Pan and seat, Grab Rail, Basin and mixer	1	Erware Care Kit 100
Cleaners Sink	1	Erware EWS600
Cleaners Sink Tap	1	Erware CSH315 and swivel outlet
Meeting Room Kitchenette Sink	1	Clark Monaco single end bowl
Meeting Room Kitchenette Mixer	1	Oras Vega SL M607-5 Single Lever Sink Mixer
Hot Water System: Kitchen & Meeting Room	1	Hinnis MP2 200

4001 - Proposed Community Centre  
Epiq Estate Lennox Head

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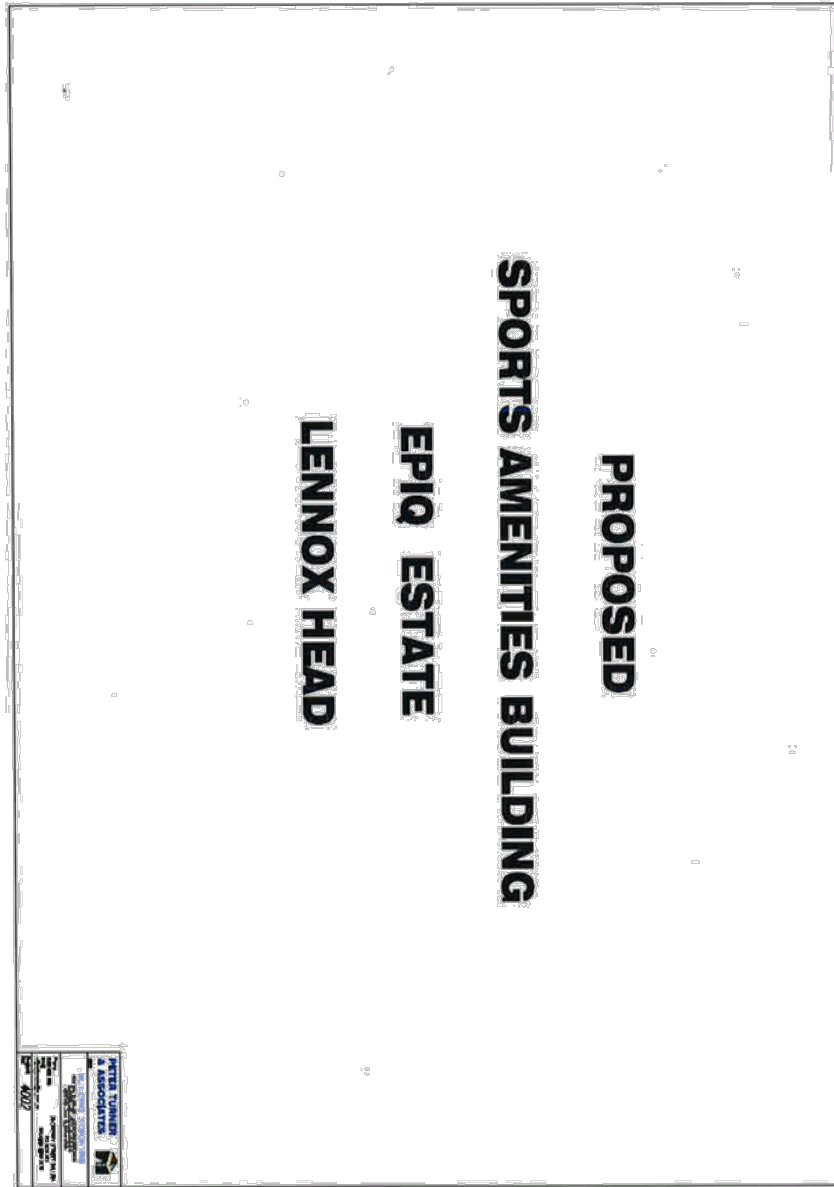
**Peter Turner & Associates SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS**

**5 SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS**

**COMMUNITY CENTRE**

ITEM	PRIME COST RATES & PROVISIONAL SUMS
Purchase of ceramic wall and floor tiling	\$35.00 sqm + GST
Purchase of Face Brickwork	\$1,300.00 per 1,000 + GST
Kitchen and Kitchen Store equipment and fitout	\$28,000.00 + GST

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Voluntary Planning Agreement – Annexure A


**SCHEDULE OF FINISHES**

**FOR**

**PROPOSED**  
**SPORTS AMENITIES BUILDING**

**FOR**

**EPIQ ESTATE**  
**LENNOX HEAD**

**PETER TURNER & ASSOCIATES**  
**BUILDING DESIGNERS** 

Job No: 4002 23 <sup>rd</sup> April 2019 Issue: 01
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**Voluntary Planning Agreement – Annexure A**

Peter Turner & Associates

**SCHEDULE OF FINISHES**

**1 SCHEDULE OF EXTERNAL FINISHES**

SPORTS AMENITIES BUILDING		
LOCATION	BASE MATERIAL	FINISH
External Walls	Face Blockwork equal to Boral "Designer Blocks"	Face Blockwork
Exposed Structural Steel	Galvanised Steel	Galvanised Steel
Eaves Lining	6mm Hard/Max Lining	Paint
Roof Sheeting	Colorbond Custom Orb	Colorbond Ultra
Eave's Gutters	Metal	Colorbond
Downpipes	Metal	Colorbond
External Paths & Patios	Concrete	Broom Finish

**2 SCHEDULE OF INTERNAL FINISHES**

SPORTS AMENITIES BUILDING			
LOCATION	AREA/SURFACE	BASE MATERIAL	FINISH
Covered Waste Bin Enclosure	Ceiling		N/A
	Walls	Colorbond	Prefinish
	Floor	Concrete	Concrete
	Rubber Docking Bumpers to Rear	Rubber	Prefinish
	Gates G01	Aluminium	Duratec Powdercoat
MSB	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Steel Trowel
	Door D01 - 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Galvanised Steel	Gloss Paint
	Storage Cupboard		
Unisex Accessible WC	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Steel Trowel
	Door D02 - 3x820x2340x45	Solid Core Timber	Gloss Paint
	Door D02 - Door Grills - 450h x 600w - Each Door	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls Skirting	Face Block	Full Height Tiles
Wall Vanity Splash Back	Face Block	Tiles	
Floor	Concrete	Tiles	
Window Frame	Aluminium	Duratec Powdercoat	
Door D03 - 1x920x2340x45	Solid Core Timber	Gloss Paint	
Door D03 - Door Grill - 450h x 600w	Aluminium	Clear Anodised	
Door Frame	Galvanised Steel	Gloss Paint	

4001 - Proposed Sports Amenities Building  
Epiq Estate Lennox Head

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**Voluntary Planning Agreement – Annexure A**

Peter Turner & Associates

**SCHEDULE OF FINISHES**

LOCATION	AREA SURFACE	BASE MATERIAL	FINISH
Airlock 1	Ceiling	9mm Villaboard	Paint
	Cornice - 16x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Steel Trowel
	Skirting	Face Block	Tiles
	Door D04: 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D05: Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Change Room 1	Ceiling	9mm Villaboard
Cornice - 16x18 Moulding		Timber	Paint
Walls		Face Block	Face Block
Floor		Concrete	Steel Trowel
Skirting		Face Block	Tiles
Window Frames		Aluminium	Prefinish
Door D05: 1x920x2340x45		Solid Core Timber	Gloss Paint
Door D05: Door Grill 450h x 600w		Aluminium	Clear Anodised
Door Frame		Galvanised Steel	Gloss Paint
Amenity Room 1	Seats	Aluminium slats and frame	Prefinish
	Ceiling	9mm Villaboard	Paint
	Cornice - 16x18 Moulding	Timber	Paint
	Walls/Skirting	Face Block	2.0m High tiling to masonry walls of the shower recesses skirting tiles to the remainder
	Floor	Concrete	Tiles
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Shower Seats	Laminex	Prefinish
	Seat	Aluminium slats and frame	Prefinish
	Vanity top	Laminex Compact	Prefinish
Airlock 2	Ceiling	9mm Villaboard	Paint
	Cornice - 16x18 Moulding	Timber	Paint
	Walls/Skirting	Face Block	Full Height Tiles
	Floor	Concrete	Tiles
	Door D06: 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D06: Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Male Amenities	Ceiling	9mm Villaboard
Cornice - 16x18 Moulding		Timber	Paint
Walls/Skirting		Face Block	Full Height Tiles
Wall Vanity Splash Back		Face Block	Tiles & Mirror
Floor		Concrete	Tiles
Window Frame		Aluminium	Duratec Powdercoat
Door D07: 1x820x2340x45		Solid Core Timber	Gloss Paint

4002 - Proposed Sports Amenities Building  
Epiq Estate Lennox Head

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**Voluntary Planning Agreement – Annexure A**

Peter Turner & Associates		SCHEDULE OF FINISHES	
	Door D07: Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Partition Wall	Laminex	Prefinish
	Partition Door	Laminex	Prefinish
	Vanity top	Laminex Compact	Prefinish
LOCATION	AREA/ SURFACE	BASE MATERIAL	FINISH
Services	Ceiling	9mm Virlaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Concrete
	Door D08 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D08: Door Grill 450h x 600w	Aluminium	Clear Anodised
Airlock 3	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	9mm Virlaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls/Skirting	Face Block	Full Height Tiles
	Floor	Concrete	Tiles
	Door D09 1x820x2340x45	Solid Core Timber	Gloss Paint
Female Amenities	Door D09: Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	9mm Virlaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls/Skirting	Face Block	Full Height Tiles
	Floor	Concrete	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Door D10 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D10: Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Airlock 4	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Vanity top	Laminex Compact	Prefinish
	Ceiling	9mm Virlaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Steel Trowel
	Skirting	Face Block	Tiles
	Door D11 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D11: Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint

4002 - Proposed Sports Amenities Building  
Epiq Estate, Lennox Head

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**Voluntary Planning Agreement – Annexure A**

Peter Turner & Associates SCHEDULE OF FINISHES

LOCATION	AREA SURFACE	BASE MATERIAL	FINISH	
Umpires Room	Ceiling	9mm Villaboard	Paint	
	Cornice - 18x18 Moulding	Timber	Paint	
	Walls	Face Block	Face Block	
	Floor	Concrete	Steel Trowel	
	Skirting	Face Block	Tiles	
	Window Frames	Aluminium	Duralec Powdercoat	
	Door D12 1x920x2340x45	Solid Core Timber	Gloss Paint	
	Door D12 Door Grill 450h x 600w	Aluminium	Clear Anodised	
	Door Frame	Galvanised Steel	Gloss Paint	
	Seats	Aluminium slats and frame	Prefinish	
	Cupboard & Lockers	Laminex Compact	Prefinish	
	Umpires Room Amenities	Ceiling	9mm Villaboard	Paint
Cornice - 18x18 Moulding		Timber	Paint	
Walls/Skirting		Face Block	2.0m High tiling to masonry walls of the shower recess, skirting ties to the remainder	
Floor		Concrete	Tiles	
Window Frame		Aluminium	Duralec Powdercoat	
Door D13 1x920x2340x45		Solid Core Timber	Gloss Paint	
Door D13 Door Grill 450h x 600w		Aluminium	Clear Anodised	
Door Frame		Galvanised Steel	Gloss Paint	
Partition Walls		Laminex	Prefinish	
Partition Doors		Laminex	Prefinish	
Vanity top		Laminex Compact	Prefinish	
Airlock 5		Shower & Toilet Seats	Laminex	Prefinish
	Ceiling	9mm Villaboard	Paint	
	Cornice - 18x18 Moulding	Timber	Paint	
	Walls	Face Block	Face Block	
	Floor	Concrete	Steel Trowel	
	Skirting	Face Block	Tiles	
	Door D14 1x920x2340x45	Solid Core Timber	Gloss Paint	
	Door D14 Door Grill 450h x 600w	Aluminium	Clear Anodised	
	Door Frame	Galvanised Steel	Gloss Paint	
	Change Room 2	Ceiling	9mm Villaboard	Paint
		Cornice - 18x18 Moulding	Timber	Paint
		Walls	Face Block	Face Block
Floor		Concrete	Steel Trowel	
Skirting		Face Block	Tiles	
Window Frames		Aluminium	Duralec Powdercoat	
Door D15 1x920x2340x45		Solid Core Timber	Gloss Paint	
Door D15 Door Grill 450h x 600w		Aluminium	Clear Anodised	
Door Frame		Galvanised Steel	Gloss Paint	
Seats		Aluminium slats and	Prefinish	

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**Voluntary Planning Agreement – Annexure A**

Peter Turner & Associates		SCHEDULE OF FINISHES	
LOCATION	AREA/ SURFACE	BASE MATERIAL	FINISH
Amenity Room 2	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls Skirting	Face Block	2.0m High tiling to masonry walls of the shower recesses skirting tiles to the remainder
	Floor	Concrete	Tiles
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Vanity top	Laminex Compact	Prefinish
	Shower Seats	Laminex	Prefinish
Store Room 2	Seal	Aluminum slats and frame	Prefinish
	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Brick
	Floor	Concrete	Store Trowel
Store Room 1	Roller Door RD02	Colorbond	Prefinish
	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Block	Face Block
	Floor	Concrete	Concrete
	Roller Door RD01	Steel	Colorbond

P002 - Proposed Sports Amenities Building  
Epiq Estate Lennox Head

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**Voluntary Planning Agreement – Annexure A**

**Peter Turner & Associates** **SCHEDULE MISCELLANEOUS FURNITURE**

**3 SCHEDULE OF MISCELLANEOUS FURNITURE**

**SPORTS AMENITIES BUILDING**

LOCATION	FIXTURE	QUANTITY	TYPE/MANUFACTURER
Accessible WC	Clothes Hooks	2	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Amenity Room 1	Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 10 in Total	Equal to Laminex Partitioning Systems Components
	Soap Holder	1 per Shower 3 in Total	Posh Solus Soap Dish
	Toilet Roll Holder	4	Airtowel BRA-HC08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130
Male Amenities	Clothes Hooks	0	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Female Amenities	Clothes Hooks	3	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	3	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Umpires Amenities	Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 3 in Total	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RC08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130
Amenity Room 2	Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 10 in Total	Equal to Laminex Partitioning Systems Components
	Soap Holder	1 per Shower 3 in Total	Posh Solus Soap Dish
	Toilet Roll Holder	4	Airtowel BRA-RC08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130

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Epig Estate Lennox Head

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**Voluntary Planning Agreement – Annexure A**

Peter Turner & Associates SCHEDULE MISCELLANEOUS FURNITURE		
TOTAL QUANTITIES OF MISCELLANEOUS FURNITURE		
FIXTURE	QUANTITY	TYPE/MANUFACTURER
Clothes Hooks	29	Equal to Laminex Partitioning Systems Components
Toilet Roll Holder	14	Airtowel BBA-HC08
Hand Dryer	3	Dyson Airblade
Paper Towel Dispenser	3	Kimberly-Clark 4950
Soap Dispenser	7 Including 1 for the kitchen hand basin	Airtowel SD-6130

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Epiq Estate, Lennox Head

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**Voluntary Planning Agreement – Annexure A**

**Peter Turner & Associates PLUMBING FITTINGS & FIXTURES**

**4 PLUMBING FITTINGS & FIXTURES**

**TOTAL QUANTITIES OF PLUMBING FITTINGS & FIXTURES:  
SPORTS AMENITIES BUILDING**

FIXTURE	QUANTITY	TYPE/MANUFACTURER
Shower Mixers	7	Erware SLM608
Shower Heads	1 per Shower 7 in Total	Erware Delabie Vandal Resistant
WC's	13	Caroma Leda wall faced inlet pan, Pedigree II seat, slimline induct dual flush cistern
Unnal	2	Caroma Leda wall hung
Vanity Basins	10	Caroma Caravelle 600
Vanity Mixers	10	Erware Oras Vega 606-4
Accessible WC Pan and seat, Grab Rail, Basin and mixer	1	Erware Care Kit 100
Cleaners Sink	1	Erware EWS600
Cleaners Sink Tap	1	Erware CSH315 and swivel outlet
Hot Water System - Amenity Rooms 1 & 2 Um pres Amenity	1	Rinnai MP3 300

4002 Proposed Sports Amenities Building  
Epiq Estate Lennox Head

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**Voluntary Planning Agreement – Annexure A**

**Peter Turner & Associates SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS**

**5 SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS**

**SPORTS AMENITIES BUILDING**

ITEM	PRIME COST RATES & PROVISIONAL SUMS
Purchase of ceramic wall and floor tiling	\$35.00 sqm + GST

402 - Proposed Sports Amenities Building  
Epiq Estate, Lennox Head

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**Voluntary Planning Agreement – Annexure B**

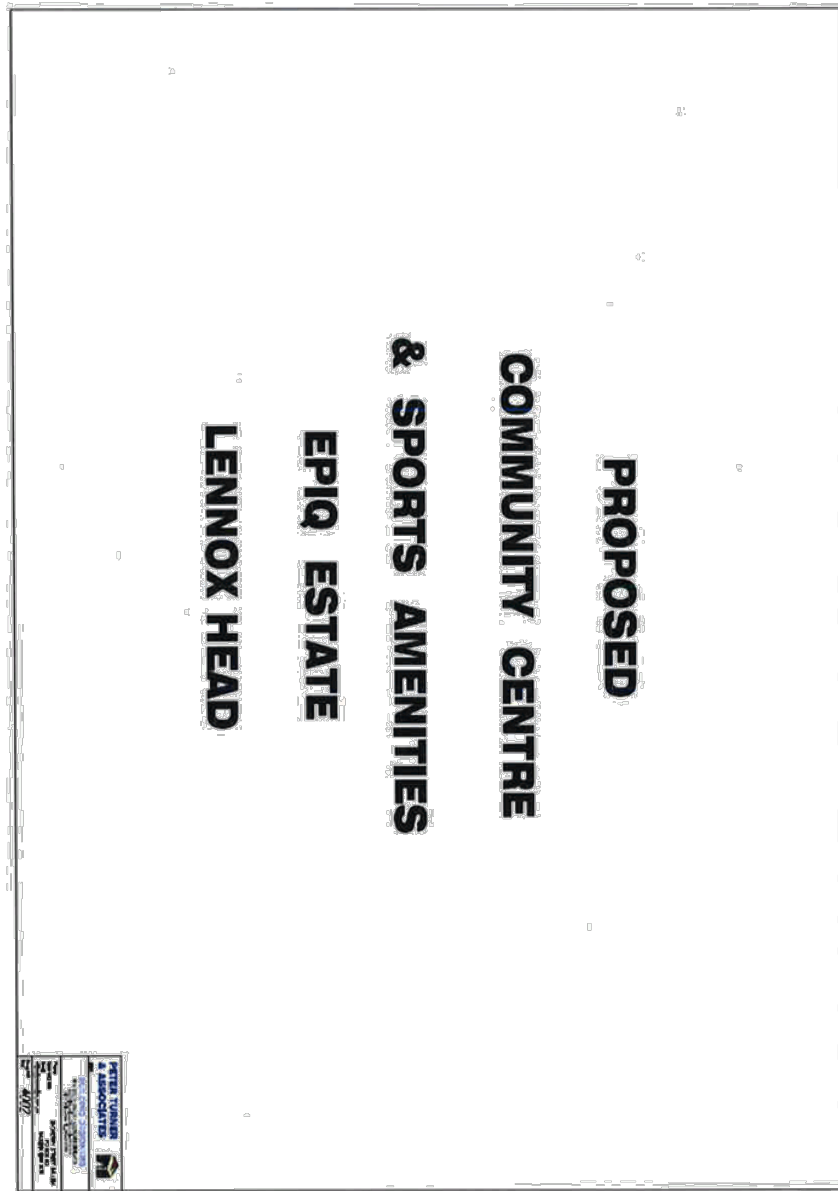
**Annexure B - The Agreed Works**

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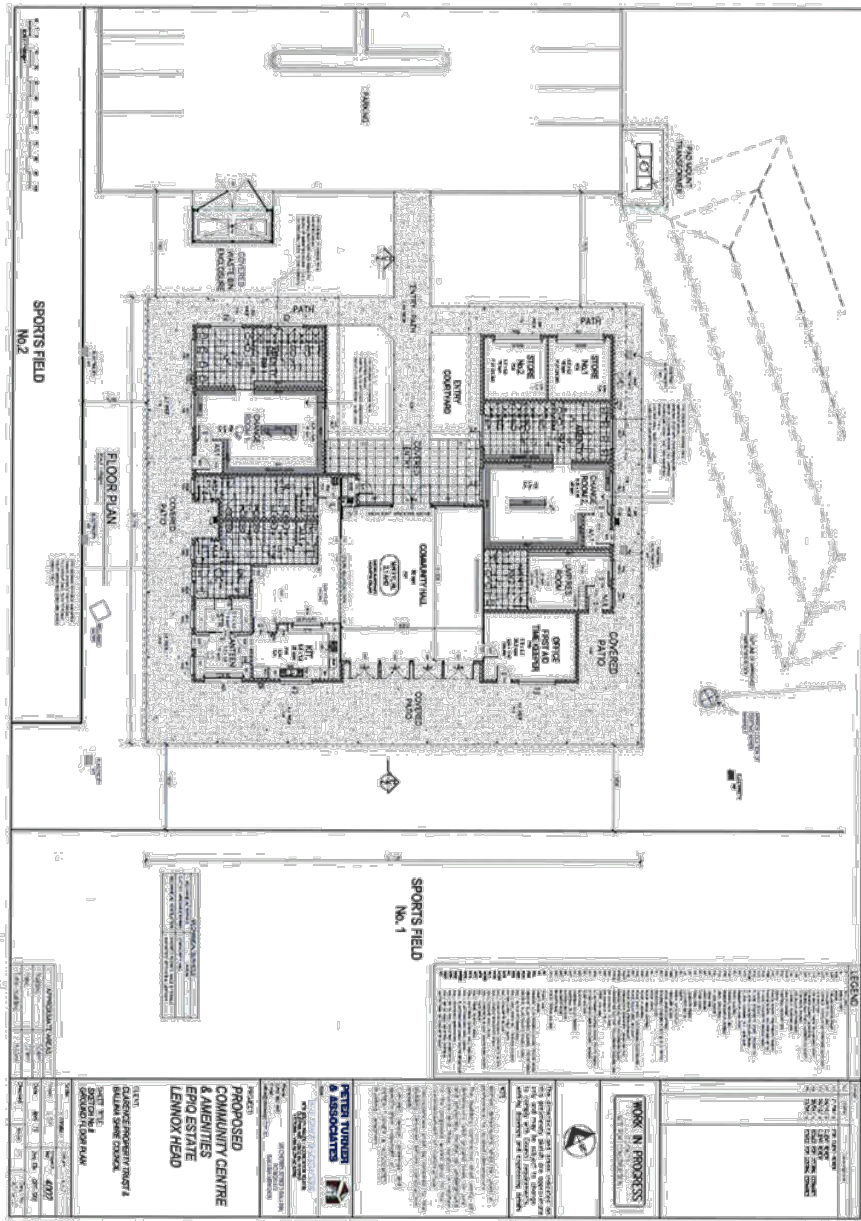


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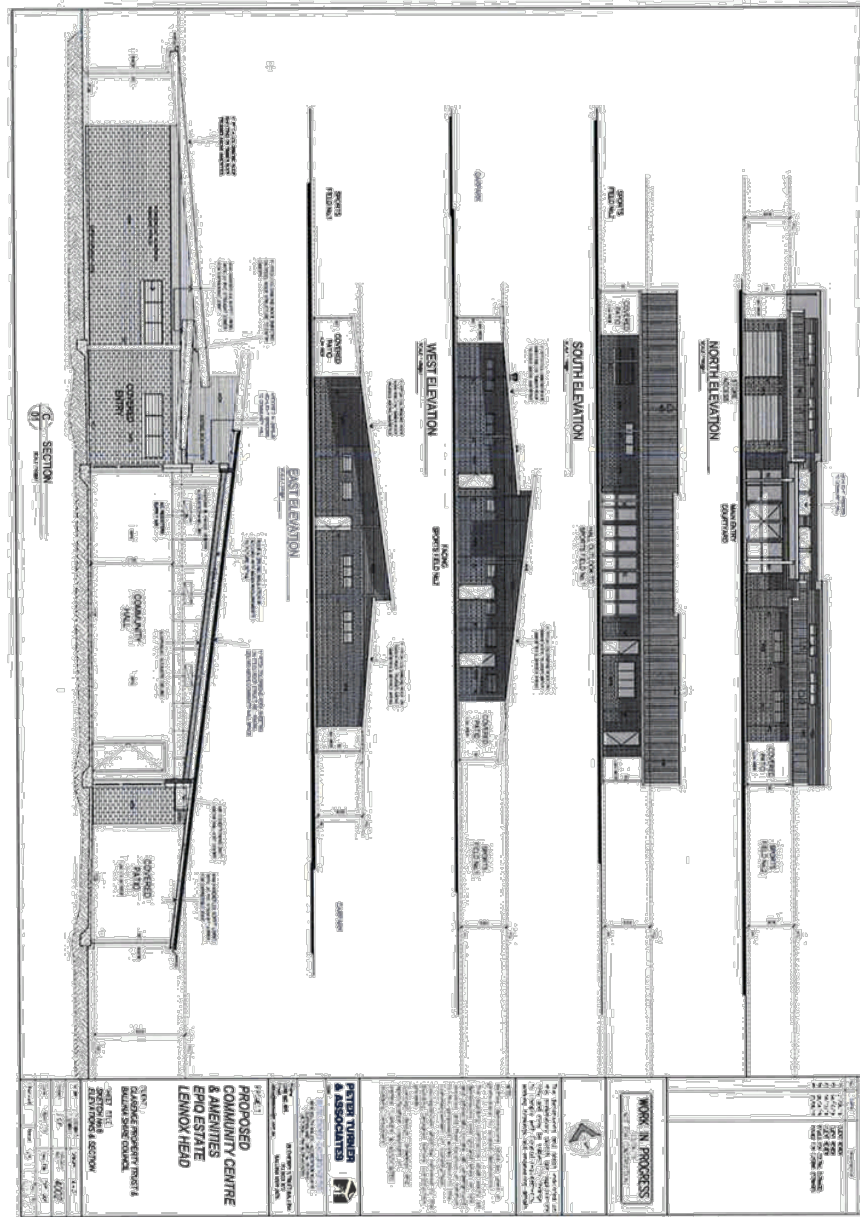


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
**SCHEDULE OF FINISHES**

**FOR**

**PROPOSED  
COMMUNITY CENTRE &  
AMENITIES BUILDING**

**FOR**

**EPIQ ESTATE  
LENNOX HEAD**

**PETER TURNER & ASSOCIATES**  
BUILDING DESIGNERS 

<p>Job No. 4002 23<sup>rd</sup> April 2019 Issue: B</p>	<p>First Floor, 28 Cherry Street Ballina PO Box 872, Ballina NSW 2478 Tel: 02 66962665 <a href="mailto:office@ptak.com.au">office@ptak.com.au</a></p>
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**Voluntary Planning Agreement – Annexure B**

Peter Turner & Associates

**SCHEDULE OF FINISHES**

**1 SCHEDULE OF EXTERNAL FINISHES**

**COMMUNITY CENTRE & AMENITIES**

LOCATION	BASE MATERIAL	FINISH
External Walls	Face Brickwork to 2.7m AFFL	Face Brickwork
External Walls	Colorbond Custom Orb	Colorbond Ultra
Exposed Structural Steel	Galvanised Steel	Galvanised Steel
Eaves Lining	6mm Hardiflex Lining	Paint
Roof Sheeting	Colorbond Custom Orb	Colorbond Ultra
Box Gutters	Stainless Steel	Stainless Steel
Eaves Guttering	Metal	Colorbond
Downpipes	Metal	Colorbond
External Paths & Patios	Concrete	Broom Finish

**2 SCHEDULE OF INTERNAL FINISHES**

**COMMUNITY CENTRE & AMENITIES**

LOCATION	AREA/ SURFACE	BASE MATERIAL	FINISH
Airlock 1	Ceiling	9mm Virlaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Steel Trowel
	Skirting	Face Brick	Tiles
	Door D01 1x920x2340x45	Solid Core Timber with 4 ss Hinges	Gloss Paint
	Door D01 Door Grill 450h x 600w	Aluminium	Clear Anodised
Change Room 1	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	9mm Virlaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Steel Trowel
	Skirting	Face Brick	Tiles
	Window Frames	Aluminium	Duratec Powdercoat
	Door D02 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D02 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Seats	Aluminium slats and frame	Prefinish

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Epiq Estate Lennox Head

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Voluntary Planning Agreement – Annexure B

Peter Turner & Associates SCHEDULE OF FINISHES

LOCATION	AREA SURFACE	BASE MATERIAL	FINISH
Amenity Room 1	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brick	2.0m High tiling to masonry walls of the shower recesses, skirting tiles to the remainder
	Floor	Concrete	Tiles
	Window Frames	Aluminium	Duratec Powdercoat
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Shower Seats	Laminex	Prefinish
	Seat	Aluminium slats and frame	Stained
Vanity top	Laminex Compact	Prefinish	
LOCATION	AREA SURFACE	BASE MATERIAL	FINISH
Airlock 2	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brick	Full Height Tiles
	Floor	Concrete	Concrete
	Window Frame	Aluminium	Duratec Powdercoat
	Door D03 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D03 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Male Amenities	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brick	Full Height Tiles
	Floor	Concrete	Tiles
	Doors D04 & D05 1x820x2340x45 Each	Solid Core Timber	Gloss Paint
	Door D04 & D05 Door Grills 450h x 600w	Aluminium	Clear Anodised
	Door Frames	Galvanised Steel	Gloss Paint
	Partition Wall	Laminex	Prefinish
	Partition Door	Laminex	Prefinish
Vanity top	Laminex Compact	Prefinish	
Airlock 4	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brick	Full Height Tiles
	Floor	Concrete	Concrete
	Door D06 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D06 Door Grill 450h x 600w	Aluminium	Clear Anodised
Door Frame	Galvanised Steel	Gloss Paint	
Airlock 5	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brick	Full Height Tiles
	Floor	Concrete	Concrete
	Door D08 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D08 Door Grill 450h x 600w	Aluminium	Clear Anodised
Door Frame	Galvanised Steel	Gloss Paint	

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Epiq Estate Lennox Head

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**Voluntary Planning Agreement – Annexure B**

Peter Turner & Associates		SCHEDULE OF FINISHES	
LOCATION	AREA / SURFACE	BASE MATERIAL	FINISH
Female Amenities	Ceiling	9mm Villaboard	Paint
	Walls/Skirting	Face Brck	Full Height Tiles
	Floor	Concrete	Tiles
	Doors D09 & D10 1x820x2340x45 Each	Solid Core Timber	Gloss Paint
	Doors D09 & D10 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frames	Galvanised Steel	Gloss Paint
	Partition Wall	Laminex	Prefinish
	Partition Door	Laminex	Prefinish
	Vanity top	Laminex Compact	Prefinish
	Ceiling	9mm Villaboard	Paint
Airlock 3	Walls/Skirting	Face Brck	2.0m High tiling to masonry walls of the shower recess, skirting tiles to the remainder
	Floor	Concrete	Concrete
	Window Frame	Aluminium	Duratec Powdercoat
	Door D11 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D11 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	9mm Villaboard	Paint
Unisex Accessible WC	Walls/Skirting	Face Brck	Full Height Tiles
	Floor	Concrete	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Doors D12 & D13 1x920x2340x45 Each	Solid Core Timber	Gloss Paint
	Door D12 & D13 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frames	Galvanised Steel	Gloss Paint
	Ceiling	9mm Villaboard	Paint
Canteen Store Room	Cornice 18x18 Moulding	Timber	Paint
	Walls	Face Brck	Face Brck
	Floor	Concrete	Vinyl
	Skirting	Face Brck	Coved Vinyl
	Window Frame	Aluminium	Duratec Powdercoat
	Door D16 1x920x2040x45 CSD	Solid Core Timber	Gloss Paint
	Door D16 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Timber	Gloss Paint
	Shelves	Laminex	Prefinish

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Epiq Estate Lennox Head

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**Voluntary Planning Agreement – Annexure B**

**Peter Turner & Associates** **SCHEDULE OF FINISHES**

LOCATION	AREA / SURFACE	BASE MATERIAL	FINISH
Canteen	Ceiling	9mm Virlaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	Face Brick	Face Brick
	Walls Splashback	Face Brick	Stainless Steel
	Floor	Concrete	Vinyl
	Skirting	Face Brick	Coved Vinyl
	Window Frame	Aluminium	Duratec Powdercoat
	Doors D15 & D17 1x920x2340x45 Each	Solid Core Timber	Gloss Paint
	Door D15 & D17 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frames	Galvanised Steel	Gloss Paint
Kitchen	Roller Door RD03	Steel	Colorbond
	Ceiling	9mm Virlaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	Face Brick	Face Brick
	Walls Splashback	Face Brick	Stainless Steel
	Floor	Concrete	Vinyl
	Skirting	9mm Virlaboard	Coved Vinyl
	Window Frame	Aluminium	Duratec Powdercoat
	Door D14 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D14 Door Grill 450h x 600w	Aluminium	Clear Anodised
Cleaners Room	Door Frame	Galvanised Steel	Gloss Paint
	Roller Door RD04	Steel	Colorbond
	Ceiling	Plasterboard	Paint
	Cornice	Plasterboard	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Concrete
	Skirting	Timber	Gloss Paint
Community Hall	Door D07 1x820x2340x45	Solid Core Timber	Gloss Paint
	Door D17 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	Acoustic Ceiling equal to Gyprock Gyptone	Paint
	Cornice	Plasterboard	Paint
	Walls	Face Brick	Face Brick
	Walls	9mm Virlaboard	Paint
	Floor	Concrete	Carpet Tiles
	Skirting	Aluminium	Clear Anodised
	Window Frame	Aluminium	Duratec Powdercoat
Community Hall	Doors D18 to D22 2x920x2400 Each	Glass/Aluminium	Duratec Powdercoat
	Door D22 2x1200x2400	Glass/Aluminium	Duratec Powdercoat
	Door Frames	Aluminium	Duratec Powdercoat

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Epiq Estate Lennox Head

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**Voluntary Planning Agreement – Annexure B**

**Peter Turner & Associates** **SCHEDULE OF FINISHES**

LOCATION	AREA SURFACE	BASE MATERIAL	FINISH
Fire Hose Reel Cupboard	Ceiling	9mm Vllaboard	Paint
	Cornice	Plasterboard	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Concrete
	Skirting	Timber	Gloss Paint
	Door D31 1x770x2040x35	Solid Core Timber	Gloss Paint
	Door Frame	Galvanised Steel	Gloss Paint
	Office, First Aid & Time Keeper	Ceiling	Plasterboard
Cornice		Plasterboard	Paint
Walls		Face Brick	Face Brick
Floor		Concrete	Concrete
Skirting		Timber	Gloss Paint
Window Frame		Aluminium	Duratec Powdercoat
Doors D23 & D24 1x920x2340x35 Each		Solid Core Timber	Gloss Paint
Door D23 & D24 Door Grill 450h x 600w		Aluminium	Clear Anodised
Door Frames		Galvanised Steel	Gloss Paint
Ceiling		9mm Vllaboard	Paint
Airlock 6	Cornice 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Concrete
	Skirting	Face Brick	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Door D025 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D25 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling	9mm Vllaboard	Paint
	Cornice 18x18 Moulding	Timber	Paint
Umpire Room	Walls	Face Brick	Face Brick
	Floor	Concrete	Concrete
	Skirting	Face Brick	Tiles
	Window Frame	Aluminium	Duratec Powdercoat
	Door D26 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D26 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Lockers	Laminex	Prefinish
	Seat	Timber with Aluminium Legs	Stained

**Voluntary Planning Agreement – Annexure B**

Peter Turner & Associates		SCHEDULE OF FINISHES	
LOCATION	AREA / SURFACE	BASE MATERIAL	FINISH
Amenity Room 3	Ceiling	9mm Villaboard	Paint
	Walls	Face Brick	2.0m High tiling to masonry walls of the shower recesses, skirting tiles to the remainder
	Wall Vanity Splash Back	Face Brick	Tiles
	Floor	Concrete	Tiles
	Door D27 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D27 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Shower Seat	Laminex	Prefinish
Vanity top	Laminex Compact	Prefinish	
Airlock 7	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Concrete
	Skirting	Face Brick	Tiles
	Door D28 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D28 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
Change Room 2	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Concrete
	Skirting	Face Brick	Tiles
	Window Frames	Aluminium	Duratec Powdercoat
	Door D29 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door D29 Door Grill 450h x 600w	Aluminium	Clear Anodised
	Door Frame	Galvanised Steel	Gloss Paint
	Seats	Aluminium slats and frame	Stained

4023 Proposed Community Centre & Amenities, Epiq Estate Lennox Head

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**Voluntary Planning Agreement – Annexure B**

Peter Turner & Associates		SCHEDULE OF FINISHES	
LOCATION	AREA / SURFACE	BASE MATERIAL	FINISH
Amenity Room 2:	Ceiling	9mm Villaboard	Paint
	Cornice	Plasterboard	Paint
	Walls/Skirting	Face Brick	2.0m High tiling to masonry walls of the shower recesses, skirting tiles to the remainder
	Wall Vanity Splash Back	Face Brick	Tiles
	Floor	Concrete	Tiles
	Window Frames	Aluminium	Duratec Powdercoat
	Partition Walls	Laminex	Prefinish
	Partition Doors	Laminex	Prefinish
	Shower Seats	Laminex	Prefinish
	Seat	Timber with Aluminium Legs	Stained
Vanity top	Laminex Compact	Prefinish	
Store Room 1	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Concrete
Store Room 2:	Roller Door RD01	Steel	Colorbond
	Ceiling	Plasterboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
MSB	Floor	Concrete	Concrete
	Roller Door RD02	Steel	Colorbond
	Ceiling	9mm Villaboard	Paint
	Cornice - 18x18 Moulding	Timber	Paint
	Walls	Face Brick	Face Brick
	Floor	Concrete	Concrete
Covered Waste Bin Enclosure	Skirting	Timber	Gloss Paint
	Door D30: 1x920x2340x45	Solid Core Timber	Gloss Paint
	Door Frame	Galvanised Steel	Gloss Paint
	Ceiling		N/A
Covered Waste Bin Enclosure	Walls	Colorbond	Prefinish
	Floor	Concrete	Broom Finish
	Bubber Docking Bumpers to Rear	Rubber	Prefinish
	Gates G01	Aluminium	Duratec Powdercoat

**Voluntary Planning Agreement – Annexure B**

Peter Turner & Associates		SCHEDULE MISCELLANEOUS FURNITURE	
3 SCHEDULE OF MISCELLANEOUS FURNITURE			
COMMUNITY CENTRE & AMENITIES			
LOCATION	FIXTURE	QUANTITY	TYPE/MANUFACTURER
Amenity Room 1	Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 14 in Total	Equal to Laminex Partitioning Systems Components
	Soap Holder	1 per Shower 5 in Total	Posh Solus Soap Dish
	Toilet Roll Holder	4	Airtowel BRA-RC08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130
Male Amenities	Clothes Hooks	1	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Female Amenities	Clothes Hooks	3	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	3	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Accessible WC	Clothes Hooks	2	Equal to Laminex Partitioning Systems Components
	Toilet Roll Holder	1	Airtowel BRA-RC08
	Hand Dryer	1	Dyson Airblade
	Soap Dispenser	1	Airtowel SD-6130
Amenity Room 3	Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 3 in Total	Equal to Laminex Partitioning Systems Components
	Soap Holder	1	Posh Solus Soap Dish
	Toilet Roll Holder	1	Airtowel BRA-RC08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130
Amenity Room 2	Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 14 in Total	Equal to Laminex Partitioning Systems Components
	Soap Holder	1 per Shower 5 in Total	Posh Solus Soap Dish
	Toilet Roll Holder	4	Airtowel BRA-RC08
	Paper Towel Dispenser	1	Kimberly-Clark 4950
	Soap Dispenser	1	Airtowel SD-6130

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Epig Estate Lennox Head

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**Voluntary Planning Agreement – Annexure B**

Peter Turner & Associates			SCHEDULE MISCELLANEOUS FURNITURE
TOTAL QUANTITIES OF MISCELLANEOUS FURNITURE			
FIXTURE	QUANTITY	TYPE/MANUFACTURER	
Clothes Hooks	1 per WC Cubicle 2 per Shower Cubicle 2 for Accessible WC 57 in Total	Equal to Laminex Partitioning Systems Components	
Soap Holder	1 per Shower 11 in Total	Posh Solus Soap Dish	
Toilet Roll Holder	14	Airtowel BRA-RO08	
Hand Dryer	3	Dyson Airblade	
Paper Towel Dispenser	3	Kimberly-Clark 4950	
Soap Dispenser	7 including 1 for the kitchen hand basin	Airtowel SD-6130	

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Epiq Estate Lennox Head

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**Voluntary Planning Agreement – Annexure B**

Peter Turner & Associates		PLUMBING FITTINGS & FIXTURES
<b>4 PLUMBING FITTINGS &amp; FIXTURES</b>		
<b>TOTAL QUANTITIES OF PLUMBING FITTINGS &amp; FIXTURES</b>		
<b>COMMUNITY CENTRE &amp; AMENITIES</b>		
FIXTURE	QUANTITY	TYPE/MANUFACTURER
Shower Mixers	11	Erware SLM608
Shower Heads	1 per Shower 11 in Total	Erware Delabie Vandal Resistant
Unnel	2	Caroma Leda wall hung
WC's	13	Caroma Leda wall faced inlet pan, Pedigree II seat, slimline induct dual flush cistern.
Vanity Basins	10	Caroma Caravelle 600
Vanity Mixers	10	Erware Oras Vega 606-4
Accessible WC Pan and seat, Grab Rail, Basin and mixer	1	Erware Care Kit 100
Cleaners Sink	1	Erware EWS600
Cleaners Sink Tap	1	Erware CSH315 and swivel outlet
Hot Water System - Amenity Room 1	1	Rinnai MP2 200
Hot Water System - Amenity Rooms 2 & 3	1	Rinnai MP2 200
Hot Water System - Kitchen & Canteen	1	Rinnai RD 200

4003 - Proposed Community Centre & Amenities  
Kelpie Estate Lennox Head

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**Voluntary Planning Agreement – Annexure B**

**Peter Turner & Associates** SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS

**SCHEDULE OF PRIME COST RATES & PROVISIONAL SUMS**

**COMMUNITY CENTRE & AMENITIES**

ITEM	PRIME COST RATES & PROVISIONAL SUMS
Purchase of ceramic wall and floor tiling	\$35.00 sqm + GST
Purchase of Face Brickwork	\$1,300.00 per 1,000 + GST
Kitchen, Canteen and Store equipment and fitout	\$33,000.00 + GST

4442 - Proposal Community Centre & Amenities  
Epiq Estate, Lennox Head

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**Voluntary Planning Agreement – Annexure C**

**Annexure C – Lighting Works**

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Voluntary Planning Agreement – Annexure C

**Ballina Sports Lighting Upgrade 2019- Huttley Dr**

Ballina Shire Council

### Lighting System

Pole/ Fixture Summary	Height	Frequency	Luminaires Type	Level	Count
B1-B2	21.3	213	3	3.45W	A
B3	27.3	273	3	3.45W	B
B4	27.3	273	3	3.45W	A
B5-B6	21.3	213	3	3.45W	B
B7-B8	18.3	183	3	3.45W	C
B9	24.3	243	3	3.45W	D
B10	24.3	243	3	3.45W	D
B11-B12	18.3	183	3	3.45W	D
B13	18.3	183	2	2.30W	D

Circuit Summary		Description	Level	Frequency	Count
A	13A1W	12			
B	13A1W	12			
C	113A1W	10			
D	113A1W	10			

Fixture Type Summary		Score	Wattage	Lumens	LM	LM	LM	Quantity
TICKETS-1190	LED 5700K 75 CRI	1160W	121,000	241,000	241,000	241,000	241,000	44

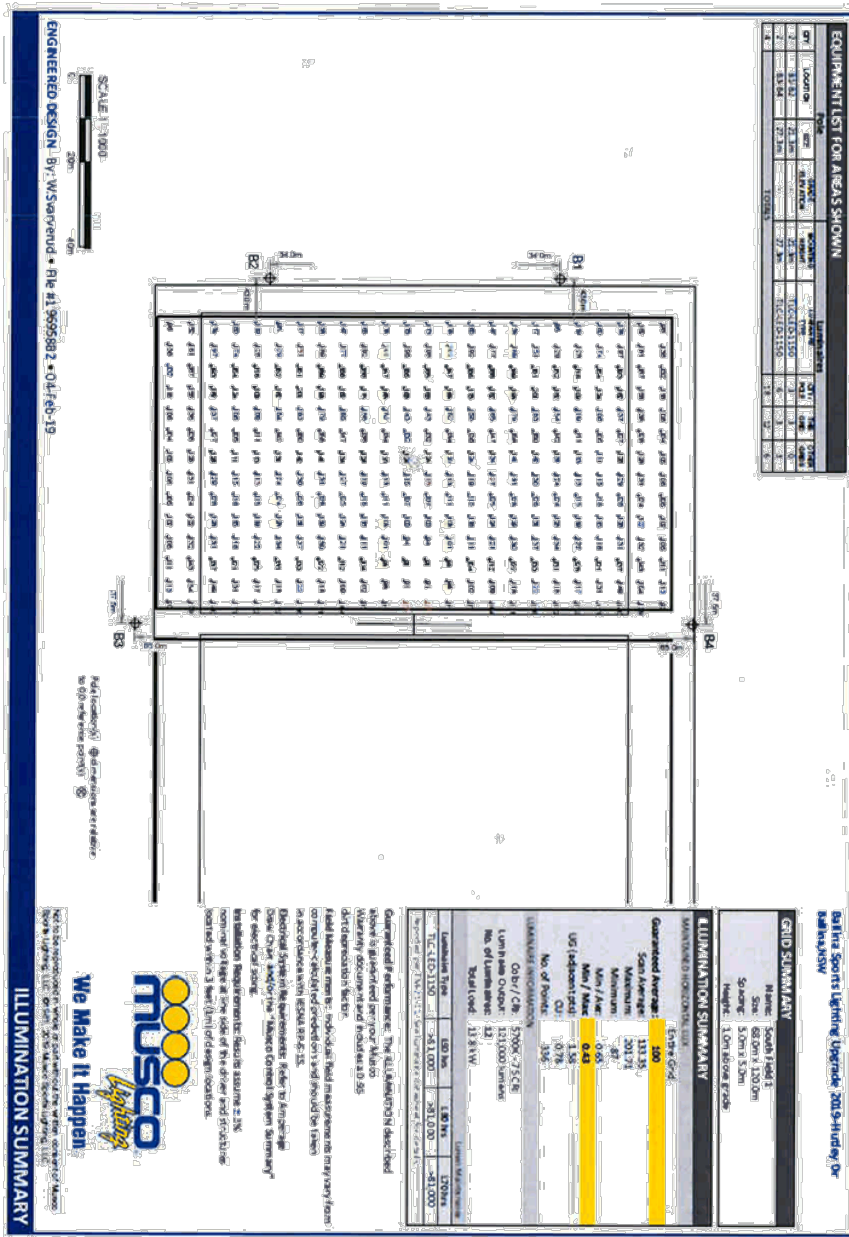
Light Level Summary		Calculation Method				Age	MTB	MTB <sub>50%</sub>	MTB <sub>10%</sub>	MTB <sub>1%</sub>	MTB <sub>0.1%</sub>	Circle	Feet/ft
Spot Field 1	Horizontal Illuminance	40.5	54	43.9	0.78	0.84					C	10	
Spot Field 1	Vertical Illuminance	133	96	106	0.50	0.74					C	10	
Spot Field 2	Horizontal Illuminance	39.9	131	44.6	0.71	0.78					D	10	
Spot Field 2	Vertical Illuminance	137	101	127	0.47	0.74					D	10	
Spot Field 1	Horizontal Illuminance	39.3	81	48.1	0.65	0.74					A	12	
Spot Field 1	Vertical Illuminance	133	81	50	0.43	0.64					A	12	
Spot Field 2	Horizontal Illuminance	39	27	44.1	0.62	0.66					B	12	
Spot Field 2	Vertical Illuminance	136	89	159	0.44	0.63					B	12	
Spot Field 2	Horizontal Illuminance	0.13	0.02	0.26	0.06	0.18					A,B,C,D	14	

ENGINEERED DESIGN. BY: WISMANVED • PLN #1 9695 882 • 04 Feb 19

**MUSCO**  
Lighting  
We Make It Happen

From Hometown to Professional

Voluntary Planning Agreement – Annexure C

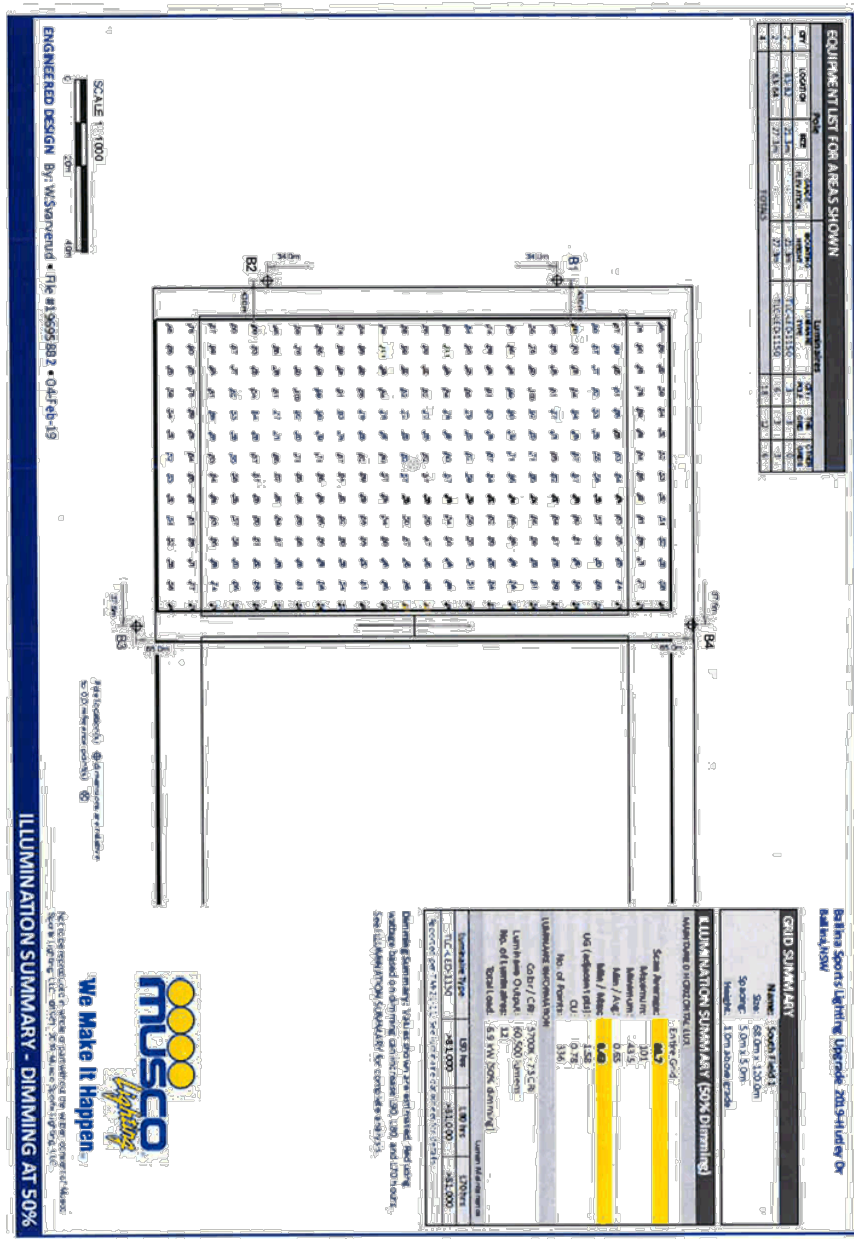


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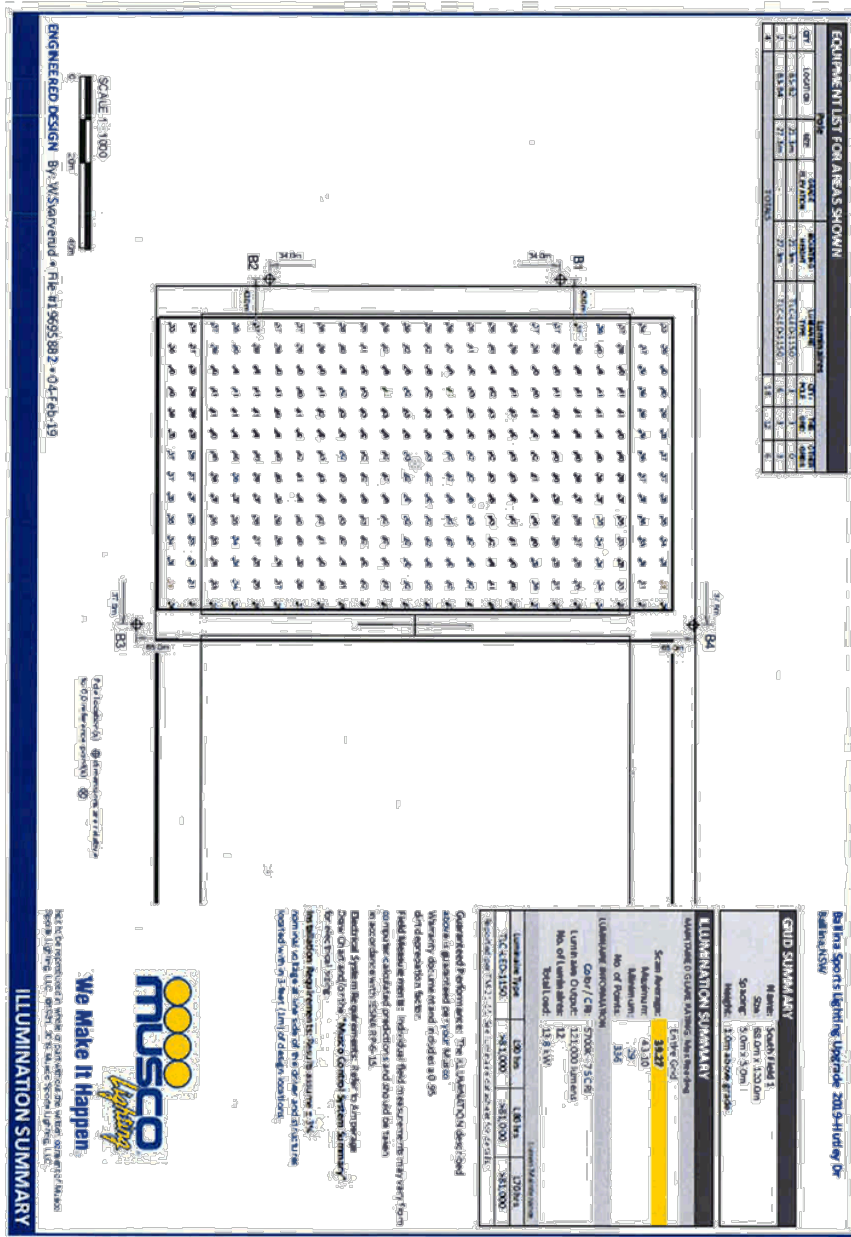
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Voluntary Planning Agreement – Annexure C



**Voluntary Planning Agreement – Annexure C**



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**Voluntary Planning Agreement – Annexure C**

**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	AREA	DESCRIPTION	MANUFACTURER	WARRANTY	NOTES
1	1/1	1/1	1/1	1/1	1/1	1/1
2	2/2	2/2	2/2	2/2	2/2	2/2
3	3/3	3/3	3/3	3/3	3/3	3/3
4	4/4	4/4	4/4	4/4	4/4	4/4

SCALE 1:50,000

ENGINEERED DESIGN BY: Walsbyrind - File #13605882 - 04-Feb-19

**Grid SUMMARY**

Name: Sports Field 2  
 Species: Sports (3,000)  
 Image: 3 (Overhead Profile)

**ILLUMINATION SUMMARY**

Mounting: Horizontal, UV7

Equivalent Average	Scale Average	Mounting	Beam Angle	Height / Mount	UGI Reduction (m)	UGI Reduction (m)	No. of Points
100	135.52	150°	0.1	0.94	0.79	0.94	336

**LABOUR INFORMATION**

Colour / Code: 5700K (75°CRI)  
 Luminaire Output: 32 (10,000 lumens)  
 No. of Points: 336  
 Total Load: 33.87kW

Luminaire Type	LED No	LED Wt	LED Ht	LED Sp
TC-251100	281,000	281,000	281,000	281,000
LED No	1,800	1,800	1,800	1,800
LED Wt	1,800	1,800	1,800	1,800

**ILLUMINATION SUMMARY**

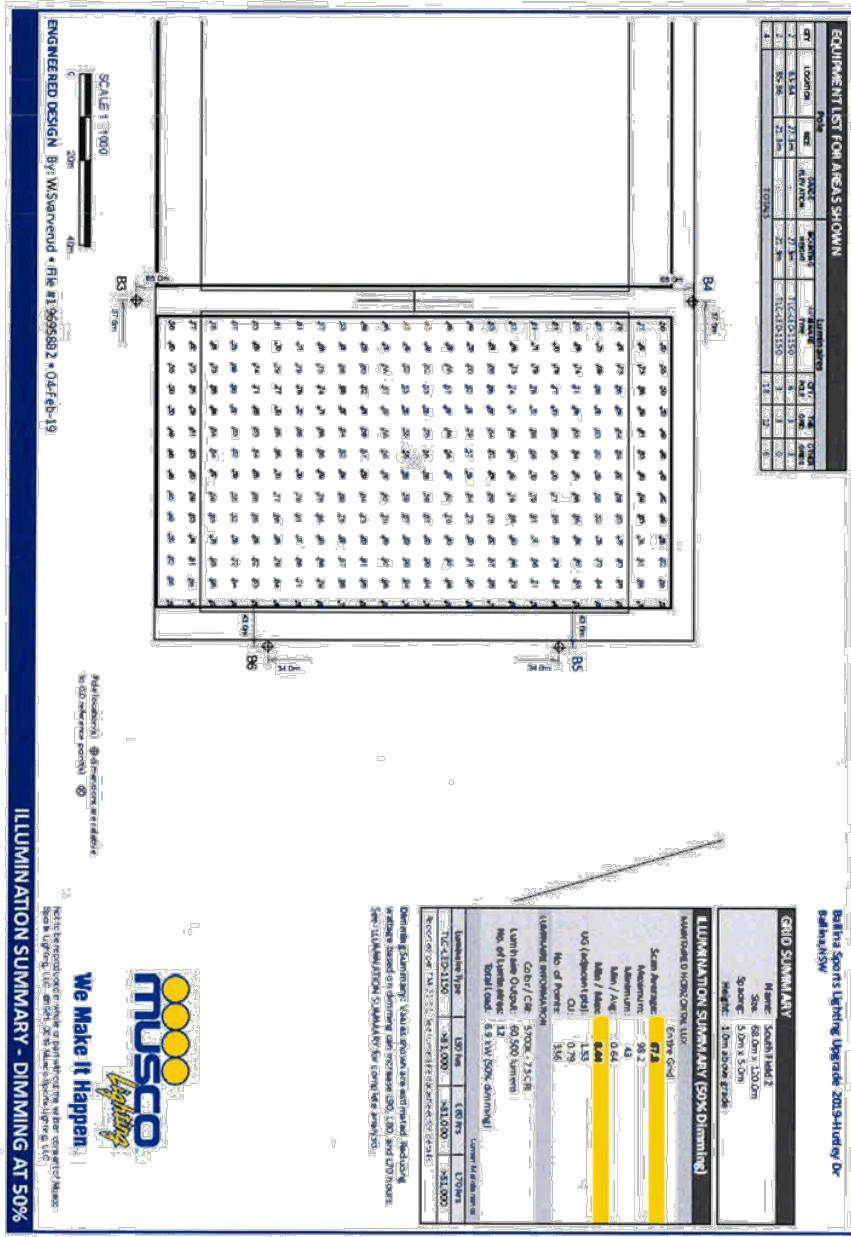
We Make It Happen

**MUSCO Lighting**

Ballina Shire Council

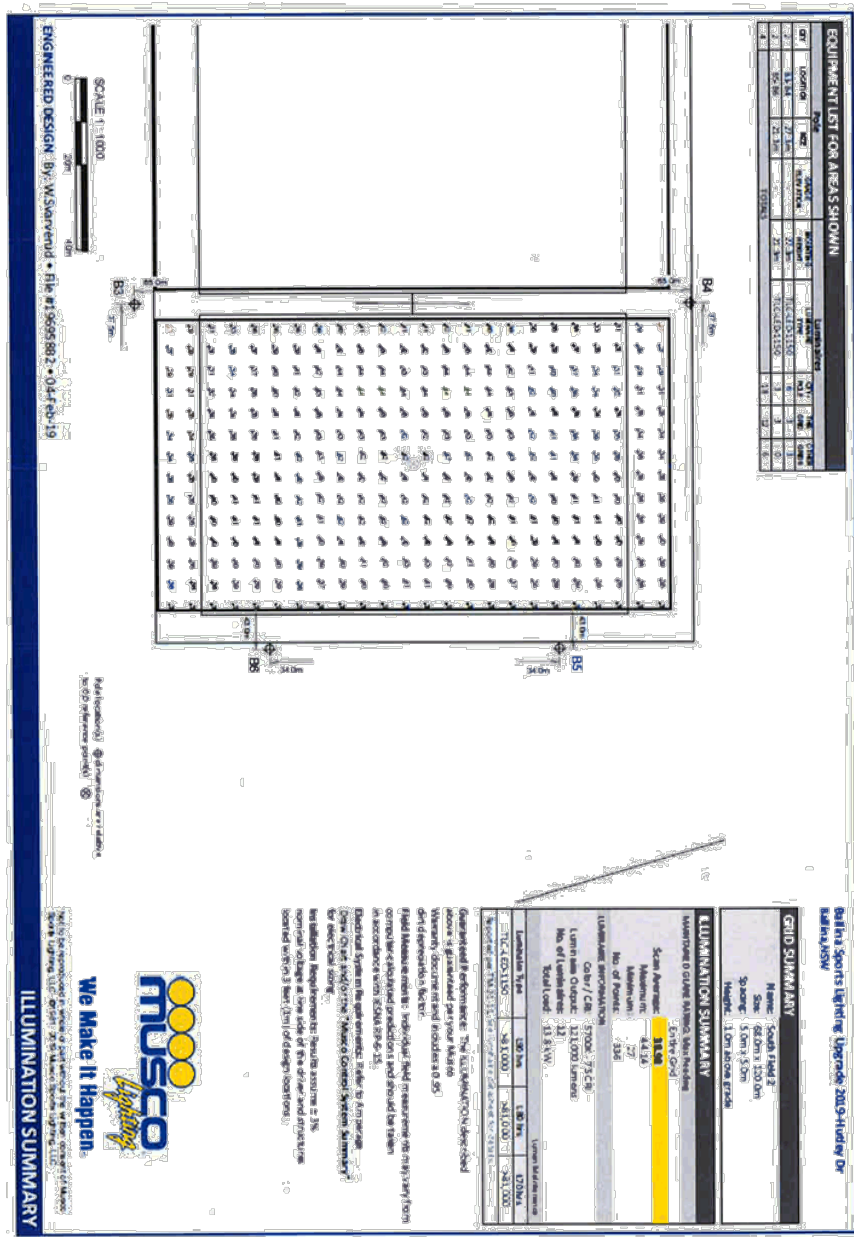
Revision 10:8 April 2020  
 CM: 20/23471

Voluntary Planning Agreement – Annexure C



Revision 10:8 April 2020  
CM: 20/23471

Voluntary Planning Agreement – Annexure C

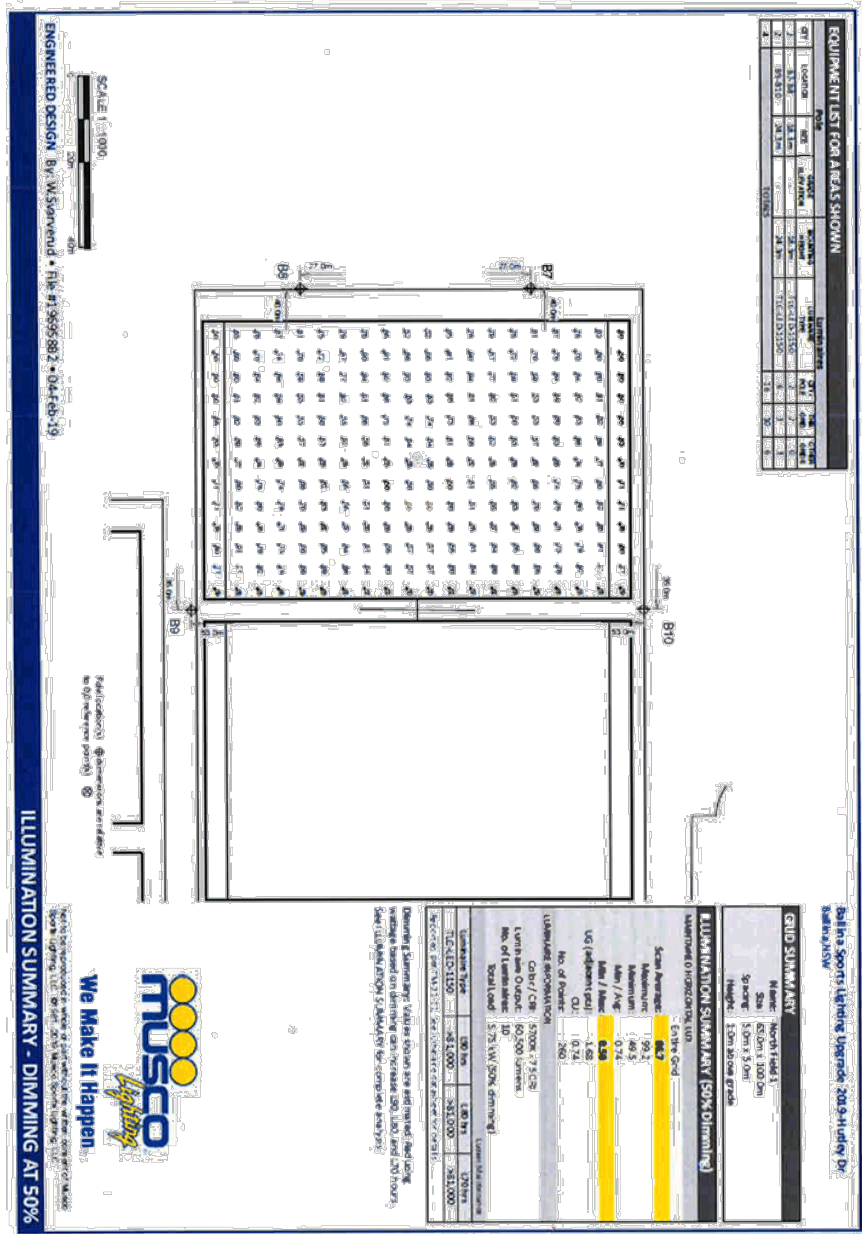


Revision 10:8 April 2020  
CM: 20/23471





**Voluntary Planning Agreement – Annexure C**



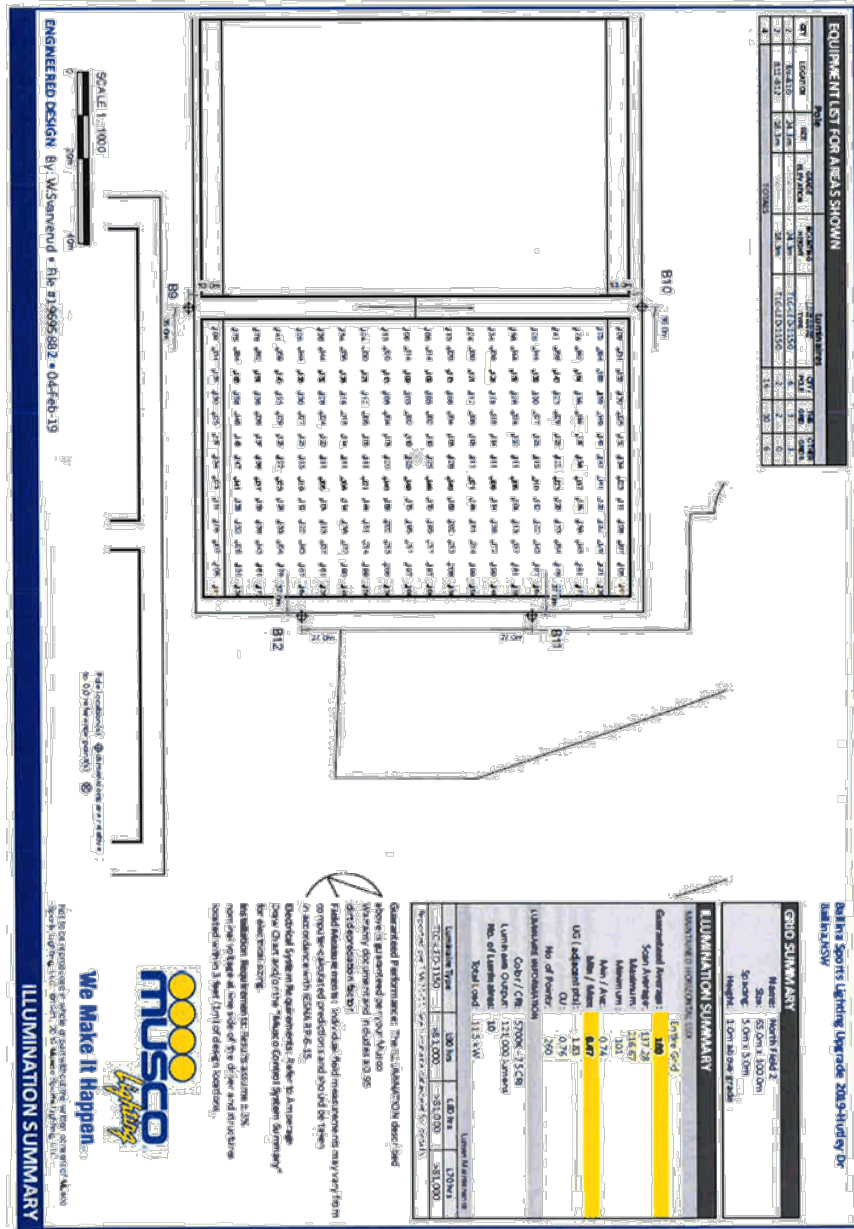
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Voluntary Planning Agreement – Annexure C



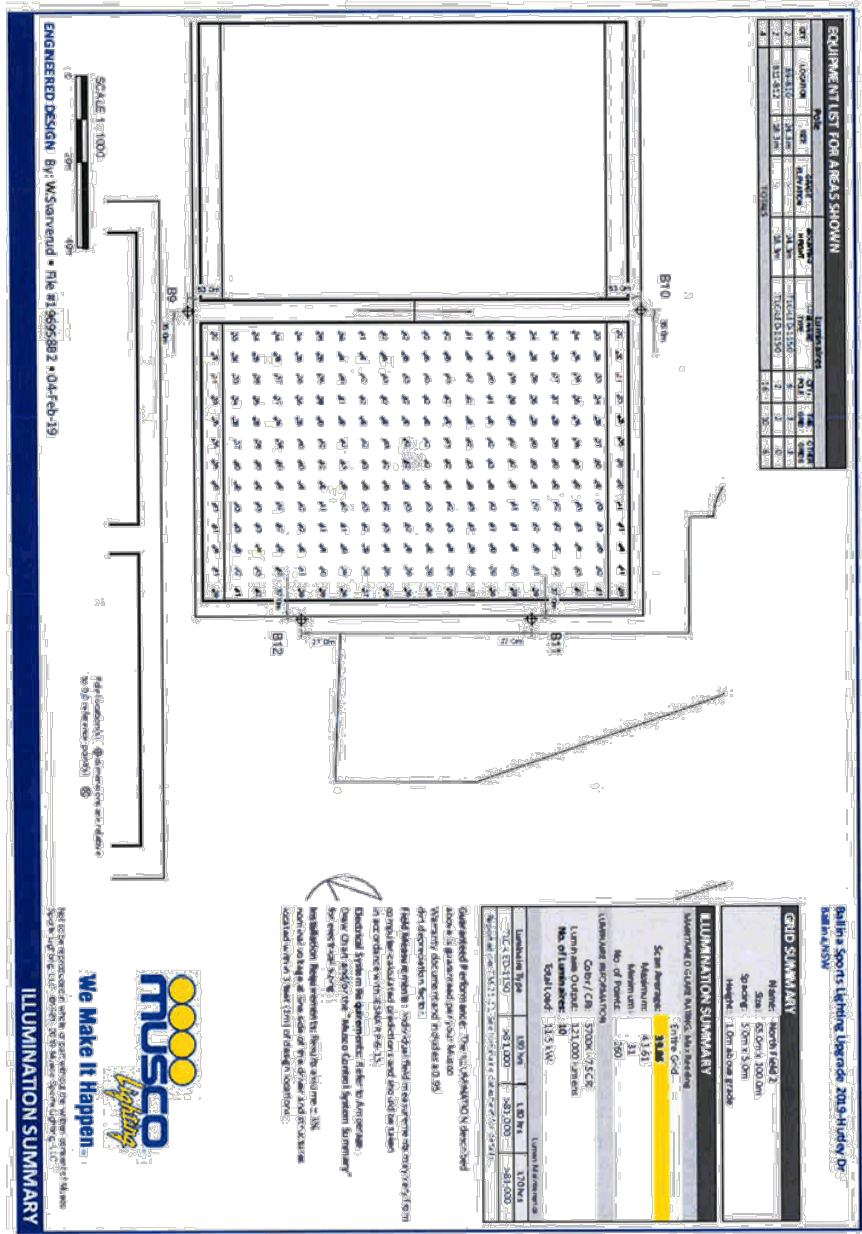
Revision 10:8 April 2020

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Voluntary Planning Agreement – Annexure C



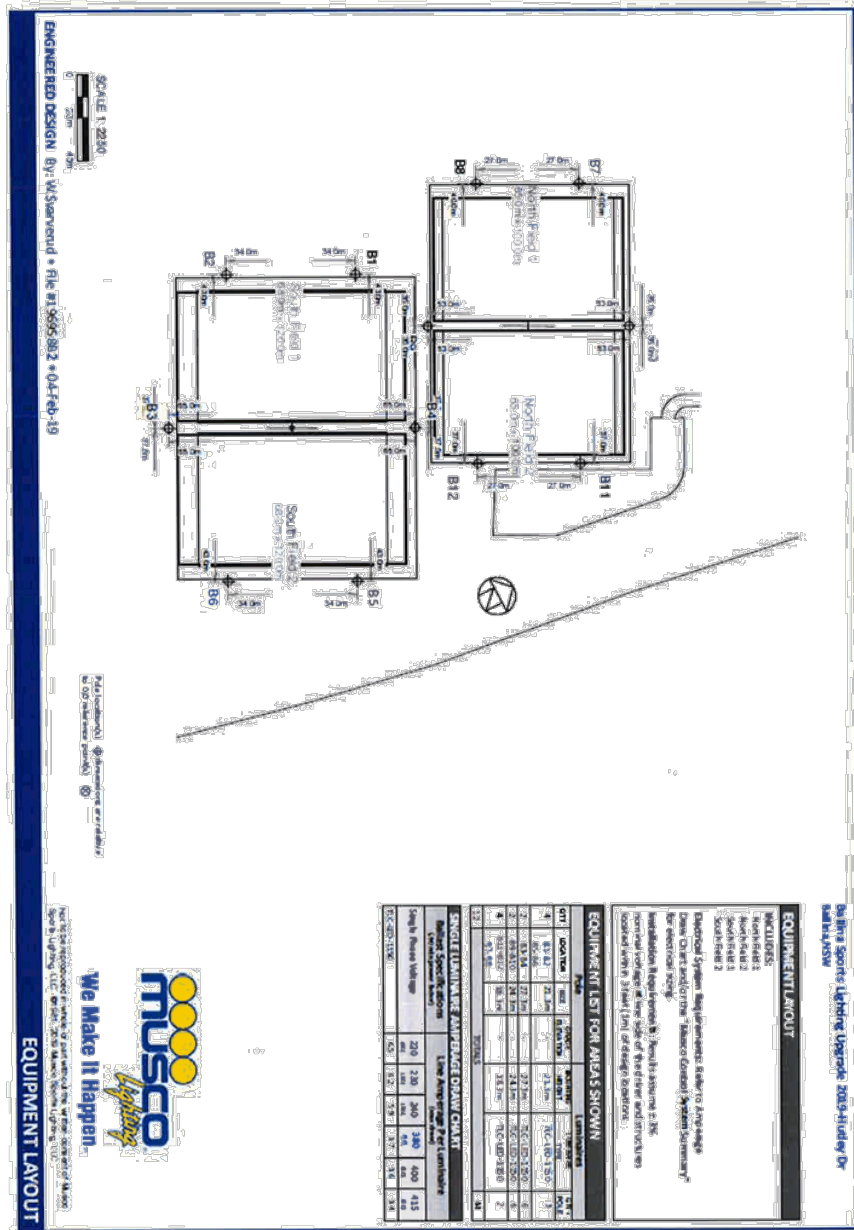
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Voluntary Planning Agreement – Annexure C



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**Voluntary Planning Agreement – Annexure D**

**Annexure D – Bank Guarantees**

Revision 10:8 April 2020

CM: 20/23471

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**Voluntary Planning Agreement – Annexure D**



**BANK OF QUEENSLAND LIMITED**  
ACN 089 656 740  
Level 6, 100 Skyring Terrace  
NEWSTEAD QLD 4006  
**BANK GUARANTEE**

**BENEFICIARY:**  
Ballina Shire Council ABN 53 929 887 369  
40 Cherry Street  
Ballina NSW 2478

**CUSTOMER:**  
Name: Clarence Property Corporation Limited  
ACN 094 710 942 as RESPONSIBLE  
ENTITY FOR WESTLAWN  
PROPERTY TRUST  
Address: Apt 2, 75 Tamar Street  
Ballina NSW 2478

**MAXIMUM AMOUNT:** \$1,346,000.00

**EXPIRY DATE:** N/A

1. In consideration of the Beneficiary, at the request of the Customer and the Bank, dispensing with lodgement by the Customer of the deposit or bond required by the agreement between the Beneficiary and the Customer ("the Contract") the Bank unconditionally undertakes to pay on demand any sums which may be demanded by the Beneficiary on or prior to the Expiry Date to a maximum of the Maximum Amount, on presentation and surrender of this Bank Guarantee to the Bank by the Beneficiary.
2. This Bank Guarantee is irrevocable and is not assignable by the Beneficiary and will continue in full force until the earlier of:
  - the Expiry Date;
  - payment by the Bank to the Beneficiary of the total of the Maximum Amount; or
  - the Beneficiary giving written notice to the Bank that this Bank Guarantee is released and presenting and surrendering this Bank Guarantee to the Bank.
3. Any payments demanded by the Beneficiary must be paid by the Bank in accordance with the terms of this Bank Guarantee and without further reference to the Customer. This clause applies even if the Customer has notified the Bank not to make any payment under the Bank Guarantee.
4. The Beneficiary may, without affecting this Bank Guarantee, agree with the Customer to vary or alter the Contract and may grant time or other indulgences to or compound or compromise with or release the Customer, without impairing or discharging the Bank's liability under this Bank Guarantee.
5. The Bank may at any time deposit with the Beneficiary the Maximum Amount (less any payments made under clause 1), or such lesser amount as required by the Beneficiary, and the liability of the Bank under this Bank Guarantee will then immediately cease and determine.
6. The Beneficiary must surrender this Bank Guarantee for cancellation on completion of the Contract.

04/00  
06/13 **WP0032**

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CM: 20/23471

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**Voluntary Planning Agreement – Annexure D**

Bank of Queensland Limited by its Attorney, )  
Manager / Team Leader / Senior Officer, Ent. )  
Services Australia Pty Ltd ACN 612 896 527 Under )  
Power of Attorney 717648032 in the presence of. )

Witness: \_\_\_\_\_  
Date: 25/1/20

\_\_\_\_\_  
Attorney

WP0032

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CM: 20/23471

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**Voluntary Planning Agreement – Annexure D**



**BANK OF QUEENSLAND LIMITED**  
ACN 809 656 740  
Level 6, 100 Skyring Terrace  
NEWSTEAD QLD 4006

**BANK GUARANTEE**

**BENEFICIARY:**  
Ballina Shire Council ABN 53 929 887 369  
40 Cherry Street  
Ballina NSW 2478

**CUSTOMER:**  
Name: Clarence Property Corporation Limited  
ACN 094 710 942 as RESPONSIBLE  
ENTITY FOR WESTLAWN  
PROPERTY TRUST  
Address: Apt 2, 75 Tamar Street  
Ballina NSW 2478

**MAXIMUM AMOUNT:** \$1,373,777.60

**EXPIRY DATE:** N/A

1. In consideration of the Beneficiary, at the request of the Customer and the Bank, dispensing with lodgement by the Customer of the deposit or bond required by the agreement between the Beneficiary and the Customer ("the Contract") the Bank unconditionally undertakes to pay on demand any sum which may be demanded by the Beneficiary on or prior to the Expiry Date to a maximum of the Maximum Amount, on presentation and surrender of this Bank Guarantee to the Bank by the Beneficiary.
2. This Bank Guarantee is irrevocable and is not assignable by the Beneficiary and will continue in full force until the earlier of:
  - the Expiry Date;
  - payment by the Bank to the Beneficiary of the total of the Maximum Amount; or
  - the Beneficiary giving written notice to the Bank that this Bank Guarantee is released and presenting and surrendering this Bank Guarantee to the Bank.
3. Any payments demanded by the Beneficiary must be paid by the Bank in accordance with the terms of this Bank Guarantee and without further reference to the Customer. This clause applies even if the Customer has notified the Bank not to make any payment under the Bank Guarantee.
4. The Beneficiary may, without affecting this Bank Guarantee, agree with the Customer to vary or alter the Contract and may grant time or other indulgences to or compound or compromise with or release the Customer, without impairing or discharging the Bank's liability under this Bank Guarantee.
5. The Bank may at any time deposit with the Beneficiary the Maximum Amount (less any payments made under clause 1), or such lesser amount as required by the Beneficiary, and the liability of the Bank under this Bank Guarantee will then immediately cease and determine.
6. The Beneficiary must surrender this Bank Guarantee for cancellation on completion of the Contract.

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06/13 WP0032

Revision 10:8 April 2020

CM: 20/23471

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**Voluntary Planning Agreement – Annexure D**

Bank of Queensland Limited by its Attorney, )  
Manager / Team Leader / Senior Officer, Ent. )  
Services Australia Pty Ltd ACN 612 896 527 Under )  
Power of Attorney 717648032 in the presence of: )

Witness: \_\_\_\_\_  
Date: 25/1/18

A Khan  
Attorney

WP0032

Revision 10:3 April 2020  
CM: 20/23471

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**Voluntary Planning Agreement – Annexure D**



**Bank of Queensland Limited**  
ACN 001 085 726  
Bank of Queensland Limited

Level 6, 100 Skyring Terrace Newcastle  
QLD 4206  
GPO Box 998 Brisbane QLD 4001  
Telephone (07) 3212 3333  
Fax (07) 3212 5599  
DX 240 Brisbane Telex AAA1888

In your reply please quote : 126A1481  
if telephoning kindly ask for : Warren Bobbarmien ((126) Property Finance) 25 January 2018

Ballina Shire Council ABN 53 929 887 369  
40 Cherry Street  
Ballina NSW 2478

Dear Sir/Madam

**BANK GUARANTEE**  
**BENEFICIARY** Ballina Shire Council ABN 53 929 887 369  
**AMOUNT** : \$1,346,800.00

We enclose the above Bank Guarantee executed as requested by our customer, Clarence Property Corporation Limited ACN 094 710 942 as Trustee for responsible entity for Westlawn Property Trust.

Please acknowledge receipt on the attached copy of this letter.

Yours faithfully

For the Manager

Revised 12:8 April 2020

CM: 20/23471

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**Voluntary Planning Agreement – Annexure D**



**Bank of Queensland Limited**  
ACN 090 000 740  
Established 1874

Level 8, 360 Kybing Terrace Newcastle  
QLD 4200  
GPO Box 909 Brisbane CM 4001  
Telephone (07) 5512 3333  
Fax (07) 5512 3350  
DX 246 Brisbane Telex AA41868

In your reply (please quote  
if telephoning kindly ask for  
: 126A1481  
: Warren Bobbermien ((126) Property  
Finance) 25 January 2018

Ballina Shire Council ABN 53 929 887 369  
40 Cherry Street  
Ballina NSW 2478

Dear Sir/Madam

**BANK GUARANTEE**  
**BENEFICIARY** Ballina Shire Council ABN 53 929 887 369  
**AMOUNT** : \$1,373,777.60

We enclose the above Bank Guarantee executed as requested by our customer, Clarence Property Corporation Limited ACN 094 710 942 as Trustee for responsible entity for Westlawn Property Trust.

Please acknowledge receipt on the attached copy of this letter.

Yours faithfully

For the Manager

Wfzrzi

0490  
06/13

Revision 10.3 April 2020

CM: 20/23471

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Voluntary Planning Agreement – Annexure D



**Bank of Queensland Limited**  
ACN 003 680 748  
Established 1874

Level 6, 100 Skyring Terrace Newcastle  
QLD 4008  
GPO Box 998 Brisbane Qld 4001  
Telephone (07) 3212 3333  
Fax (07) 3212 3399  
DX 240 Brisbane Telex AA41588

In your reply please quote : 126A1481  
if telephoning kindly ask for : Warren Bobbermien ((126) Property Finance) 25 January 2018

Ballina Shire Council ABN 53 929 887 369  
40 Cherry Street  
Ballina NSW 2478

Dear Sir/Madam

**BANK GUARANTEE**  
**BENEFICIARY** Ballina Shire Council ABN 53 929 887 369  
**AMOUNT** \$1,346,800.00

We enclose the above Bank Guarantee executed as requested by our customer, Clarence Property Corporation Limited ACN 094 710 942 as Trustee for responsible entity for Weetlawn Property Trust.

Please acknowledge receipt on the attached copy of this letter.

Yours faithfully

For the Manager

*Matthew Wood*  
Receipt acknowledged  
ACTING GROUP MANAGER  
STRATEGIC AND COMMUNITY  
FACILITIES GROUP

For and on behalf of Ballina Shire Council ABN 53 929 887 369.

20.1.2018  
Date

WP0721

0460  
03/20

**Voluntary Planning Agreement – Annexure D**



**Bank of Queensland Limited**  
ACN 090 808 790  
Established 1854

Level 6, 100 Skyring Terrace Newcastle  
QLD 4008  
GPO Box 998 Brisbane QLD 4001  
Telephone (07) 5212 3333  
Fax (07) 5212 3399  
DX 260 Brisbane Telus AA1085

In your reply please quote  
the telephoning number for

: 126A1481  
: Warren Bobbermien ((126) Property  
Finance)

25 January 2018

Ballina Shire Council ABN 53 929 887 369  
40 Cherry Street  
Ballina NSW 2478

Dear Sir/Madam

**BANK GUARANTEE  
BENEFICIARY  
AMOUNT**

: Ballina Shire Council ABN 53 929 887 369  
\$1,373,777.60

We enclose the above Bank Guarantee executed as requested by our customer, Clarence Property Corporation Limited ACN 094 710 942 as Trustee for responsible entity for Westlawn Property Trust.

Please acknowledge receipt on the attached copy of this letter.

Yours faithfully

For the Manager

Receipt acknowledged

AGING GROUP MANAGER  
CREATIVE AND COMMUNITY  
FACILITIES GROUP

For and on behalf of Ballina Shire Council ABN 53 929 887 369.

30.1.2018

Date

140721

Case  
60712





9<sup>th</sup> April 2020

Mr Simon Scott  
**Ballina Shire Council**  
40 Cherry Street  
BALLINA NSW 2478

Dear Mr Scott,

**RE: Epiq Community and Sporting Infrastructure**

We write further to recent meetings and discussions with respect to the above. Please find enclosed with this correspondence, an executed copy of the proposed Voluntary Planning Agreement to provide an enhanced amenities building at the Epiq playing fields under S7.4 of the EP&A Act.

The Voluntary Planning Agreement seeks to form a binding agreement between Clarence Property and Ballina Shire Council and addresses the following:

1. Council to support the amendment of the Statement of Commitments under Epiq Concept Approval MP 07\_0026 MOD 5 to amend the obligation to deliver a standalone multi-purpose hall, to the delivery of a combined sports amenities and community hall facility consistent with Council's resolution on 27<sup>th</sup> June 2019, and as depicted in plans *A01 and A02 Revision P5* prepared by Peter Turner and Associates, dated 23 April 2019;
2. Final costings to be determined by way of an 'expert' assessment, as defined and in accordance with the provisions outlined in the proposed Voluntary Planning Agreement.
3. That any funds beyond the 'expert's' assessment of costs for the combined sporting facility relative to the value of the required two building infrastructure is to be directed toward the provision of lighting at the Epiq playing fields.

The terms outlined in the Voluntary Planning Agreement are acceptable to Clarence Property. Clarence Property seeks Ballina Shire Council's endorsement and execution of the document.

Please contact the undersigned should you require any clarification on the above.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'James Webb', with a horizontal line extending to the right.

James Webb  
**Development Manager**

**PO Box 1478, 2/75 Tamar St, Ballina NSW 2478**  
**Phone** 02 6686 4122 **Fax** 02 6686 5122 **Email** enquiry@clarencproperty.com.au  
[www.clarencproperty.com.au](http://www.clarencproperty.com.au)  
ABN 67 094 710 942 AFS Licence No. 230212