



Ordinary Meeting of Council

22 May 2024

**UNDER SEPARATE COVER
ATTACHMENTS**

ITEMS 9.3 TO 9.8

**QUEANBEYAN-PALERANG REGIONAL COUNCIL
ORDINARY MEETING OF COUNCIL**

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QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

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ITEM 9.3 SUBMISSIONS REPORT ON SCOPING PROPOSAL FOR
COMPLYING DEVELOPMENT IN THE C4
ENVIRONMENTAL LIVING ZONE - BYWONG AND
WAMBOIN

ATTACHMENT 1 SCOPING PROPOSAL - COMPLYING DEVELOPMENT - C4
ZONE - BYWONG AND WAMBOIN



Scoping Proposal Complying Development in Zone C4 Environmental Living



Ref: PP.2023.0003

May 2024

qprc.nsw.gov.au

Scoping Proposal - Complying Development Zone C4 Environmental Living

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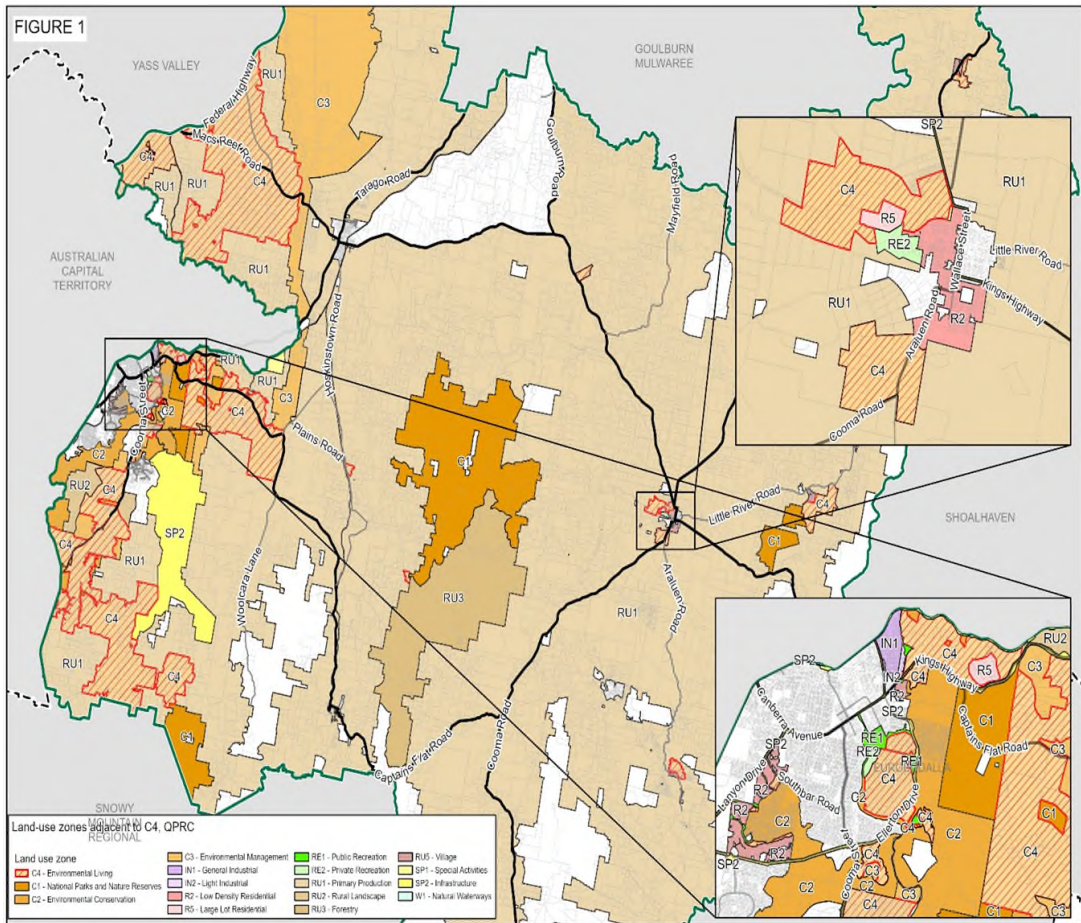
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Scoping Proposal - Complying Development Zone C4 Environmental Living

1. Introduction

It is the first stage of a planning proposal to be prepared under section 3.33 of the *Environmental Planning and Assessment Act 1979* (EP&A Act) to amend the *Queanbeyan-Palerang Regional Local Environmental Plan 2022* (QPRLEP 2022). Its purpose is to provide additional opportunities for complying development to occur on properties zoned C4 Environmental Living (C4) within the local government area (LGA), subject to meeting development standards/requirements (refer Figure 1).



Background

This matter has a history dating back to March 2015 and similar proposals have previously been considered by Council. The former Palerang Council (prior to its merger with Queanbeyan City Council) resolved to prepare a planning proposal to increase the exempt and complying provisions in the (then) E4 Environmental Living, RU5 Village and RU1 Primary Production zones. A Gateway Determination for the draft proposal was issued by the NSW

Scoping Proposal - Complying Development Zone C4 Environmental Living

Department of Planning and Environment (DPE) on 4 May 2015. However, it did not reach the agency referral and community consultation stages.

In 2019, following consideration of a background report, Queanbeyan-Palerang Regional Council resolved (**PLA047/19**):

“That pursuant to Section 3.35(4) of the NSW Environmental Planning and Assessment Act 1979, Council request that the Minister no longer proceed with Planning Proposal PP_2015_PALER_002_00 exempt and complying development in the land use zoned E4 Environmental Living, RU5 Village and RU1 Primary Production”.

Council sought to discontinue the Planning Proposal because exempt development was going to be addressed through pending changes to the Codes SEPP. It was assumed that complying development would be addressed through the development of the QPRLEP 2022, which did not occur.

In 2021 it was proposed to rezone the (then) E4 zoned land at Bywong and Wamboin to R5 Large Lot Residential (PP-2021-860). At its meeting of 14 September 2022, Council resolved to not proceed with PP-2021-860. Council instead agreed to re-visit the merits of the discontinued 2015 planning proposal to review the range of exempt and complying development allowed in the C4 Environmental Living Zone (**Resolution No. 358/22**).

The scoping proposal was originally considered by Council at its meeting of 7 February 2023, where Council unanimously resolved (**025/23**):

“That consideration of the Scoping Proposal Complying Development in Zone C4 Environmental Living be deferred until a community workshop and Councillor workshop can be conducted”.

A Councillor workshop was held on 2 August 2023 to address the mechanics of a proposal to enable complying development on C4 zoned lands in Bywong and Wamboin. This used information from the previous Biosis Study to identify lots to which the Inland Code (part of the Codes SEPP) could apply. A subsequent meeting was held 8 August 2023 between senior Council officers and senior officers from key government agencies to address Councillors' questions.

At the meeting it was determined that the Codes Branch of DPE is supportive of increasing the use of complying development wherever possible and where the technical matters can be overcome. The Biodiversity and Conservation Division (BCD) questioned the adequacy of the Biosis Study and whether it would be substantive enough to support a planning proposal, particularly for those lots identified as having medium to high conservation values and medium to low confidence values. To satisfy this query, previous investigations and mapping would have to be reviewed, but generally there was no objection to a staged approach to extending application of complying development in C4 zoned areas as more detailed investigation and mapping of specific sites is made available.

The scoping proposal was subsequently amended to address the concerns of BCD and reduced in scale to apply only to certain C4 zoned properties within Bywong and Wamboin, as opposed to all C4 zoned properties in the LGA. Council was advised of the amended

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approach in September 2023 but deferred a decision pending the holding of the Community Workshop, which occurred on 1 November 2023.

The feedback from the Community Workshop is detailed in the Submissions Report to Council dated 22 May 2024. In general, the majority of residents still want Council to find an alternate development approval pathway for complying development that is fair and equitable across the entire community. The community also felt the Biosis Study was flawed and should not be used as the basis for determining which lots could be considered suitable for application of the Inland Code.

2. The Proposal

The *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (the Codes SEPP) has changed considerably since the initial review work and now provides for a range of complying development on inland rural and residential zoned land within the LGA. This amendment to the Codes SEPP is known as the Inland Code; it can be found in Clause 3D of the Codes SEPP.

In consideration of previous approaches, potential new approaches, and the findings from the Community Workshop of 1 November 2023, this scoping proposal advocates for a Hybrid Approach to enable complying development on C4 zoned properties in Bywong and Wamboin.

It seeks to amend the QPRLEP 2022 to allow complying developments that are likely to have a minimal impact on land with high environmental value (HEV), by providing the following development types and mechanisms:

Inland Code – Building Envelope

All lots created since the early 1980s have been required to provide a building envelope whereby all development is to be located. The location of these building envelopes is supported by a series of technical studies (environmental, bushfire, effluent etc.). There is a total of 1351 lots that contain building envelopes in the C4 zone area.

An existing building envelope registered on title takes precedence and **all** development must be located within the envelope, including complying development uses.

As a result of the above Council is proposing that the following types of complying development could be considered on properties with a registered building envelope by applying the Inland Code (Clause 3D of the Codes SEPP):

- Dwelling house – 1 or 2 storey and any attached development
- Alterations and additions to a 1 or 2 storey dwelling house and any attached development
- Detached development and the alteration or addition to any detached development
- Cabana, cubby house, fernery, garden shed, gazebo or greenhouse
- Carport or garage
- A balcony, deck, patio, pergola, terrace or verandah
- A rainwater tank (above ground)
- A shade structure or shed

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- Driveways, fences, pathways and paving, retaining walls, downpipes, electricity or gas meters, fascias, gutters, light fittings, aerials, antennae, awnings, chimneys, cooling or heating appliances, eaves, flues, pipes, structures associated with the provision of a utility service
- Swimming pool, swimming pool coping and decking, child resistant barrier
- Farm buildings (as defined in the Standard Instrument and only on lots 4000m² or larger and subject to meeting specific development controls i.e. setbacks), ancillary office to a farm building
- Shipping container
- Stock holding yard, grain silo, grain bunker (subject to specific development controls)
- Earthworks, retaining walls and structural support.

The development standards applicable to the types of complying development also form part of the Inland Code. For example, for new single storey and two storey dwelling houses or alterations or additions to an existing dwelling house, the requirements of clause 3D.3 of the Codes SEPP are applicable.

Similarly, Clause 3D.6 sets out additional standards that apply to complying development on bushfire prone land.

The Inland Code also requires a minimum lot area of 4 ha (4000 sqm) for some complying development, such as farm buildings. The minimum lot size for properties zoned C4 Environmental Living in Bywong and Wamboin is 6 ha (6000 sqm), although there are existing properties which historically are smaller. It is proposed to remove the minimum lot size provisions to allow all lots with a building envelope to utilise the Inland Code.

Land without a building envelope

To account for lots within the C4 zone that does not have a registered building envelope, it is proposed to allow the following minor development types.

- Alterations and additions to a 1 or 2 storey dwelling house and any attached development
- Detached development and the alteration or addition to any detached development
- Cabana, cubby house, fernery, garden shed, gazebo or greenhouse
- Carport or garage
- A balcony, deck, patio, pergola, terrace or verandah
- A rainwater tank (above ground)
- A shade structure or shed
- Driveways, fences, pathways and paving, retaining walls, downpipes, electricity or gas meters, fascias, gutters, light fittings, aerials, antennae, awnings, chimneys, cooling or heating appliances, eaves, flues, pipes, structures associated with the provision of a utility service
- Swimming pool, swimming pool coping and decking, child resistant barrier
- Farm buildings (as defined in the Standard Instrument and only on lots 4000m² or larger and subject to meeting specific development controls i.e. setbacks), ancillary office to a farm building
- Shipping container
- Stock holding yard, grain silo, grain bunker (subject to specific development controls)
- Earthworks, retaining walls and structural support.

Scoping Proposal - Complying Development Zone C4 Environmental Living

Investigation is required with State agencies to determine the application of these development types, to minimise impacts on HEV. Options for investigation include;

- A measurable distance from existing dwellings
- Development is to be located inside an established asset protection zone
- Land identified as low value in the Biosis Study

3. Strategic Merit

Agriculture is permitted without consent in the C4 Zone; historically complying development was also permitted in the area. The intended purpose of this scoping proposal is to provide a pathway to enable complying development on properties within the C4 Zone.

It is considered that the Hybrid Approach will:

- Address the community's desire for an alternate approval pathway for minor development;
- Be applied fairly and equitably across the community, as various development controls can be used;
- Ensure minor development occurs in a measurable space and most likely where there has already been disturbance of the land;
- Ensure important flora and fauna is not disturbed.

By providing an alternative approval pathway for complying development on land suitable for minor development (and subject to meeting specified development standards/requirements), the scoping proposal aligns with provisions of the Codes SEPP. In particular, clause 1.3 Aims of Policy (a) and (d) being:

(a) providing exempt and complying development codes that have State-wide application, ...

(d) enabling the progressive extension of the types of development in this Policy, ...

The scoping proposal is consistent with the following strategy from Queanbeyan-Palerang Regional Council's Community Strategic Plan 2042:

- *Establish operational practices and processes that support efficiency and community and business satisfaction.*

It also aligns with the following measure from the Community Strategic Plan:

Community satisfaction with involvement in Council decision making.

The Scoping Proposal has been amended to address issues raised by the Community, Councillors, Council officers and key state government agencies. The amended Proposal remains consistent with the provisions of the Codes SEPP, QPRC Community Strategic Plan 2042, and Community Strategic Plan and aligns with community sentiment to have an alternate approval pathway for certain types of minor development. It also provides a pathway for a staged approach to enabling appropriate complying development on all C4 zoned properties within the LGA.

Scoping Proposal - Complying Development Zone C4 Environmental Living

4. Site Specific Considerations

C4 Environmental Living zoned properties are found throughout the LGA. The use of these lands is primarily rural residential, typically with a dwelling house, outbuildings(s), and associated uses such as a hobby farm or the keeping of horses.

Most of these lands are located within an hour's drive from urban centres, such as Canberra, Queanbeyan and Bungendore. They are in areas that do not have access to reticulated water, and some are also within the Sydney Drinking Water Catchment. Many of them adjoin areas which are already developed, and all are subject to minimum lot size requirements with the most common being a minimum of 6 Hectares. Some have high scenic values as well as terrestrial biodiversity values and these are recognised by various clauses (e.g., 7.14 Scenic protection and 7.2 Terrestrial biodiversity) in the QPRLEP 2022.

Many of the lots already have a building envelope registered on title under section 88B of the *Conveyancing Act 1919* in consideration of the above factors and other environmental impacts. Building envelopes are typically required as a condition of the subdivision which created the lots. Lots with a registered building envelope should automatically be extended complying development privileges. In fact, all development **must** occur within the designated building envelope.

Although previous proposals looked at making certain types of development complying in all C4, there is such a wide range of features and variables affecting all C4 zoned properties in the LGA, it makes sense at this stage to narrow the focus to areas where site data is readily available. The Hybrid Approach makes use of what site data is readily available, be it HEV mapping, a building envelope, an APZ or a set distance from the primary residence – anywhere where there is a clear distinction between disturbed land and land with features that should be protected. It is a more holistic way of considering which areas are best suited to support additional development.

It is also noted that particular environmental issues usually requiring a background study are addressed by clauses in the Codes SEPP which are intended to be adopted or similar by this scoping proposal. For example, for development involving dwelling houses, the intention is that clauses 3D.6 and 3D.7 or similar should apply when located within bushfire prone land areas or on a flood control lot.

Clause 3D.6 sets out a range of development standards and other requirements for this type of development to be complying when with a bushfire prone land (which is generally the case for C4 Environmental Living zone land).

Clause 3D.7 limits where on a flood control lot development can occur and sets out a range of development standards to be complied with when development can occur.

Notwithstanding the intention to utilise these clauses and other development standards/requirements or similar from the Codes SEPP, this scoping proposal will be referred to the Department of Planning, Housing and Infrastructure's Planning Branch, Codes Branch, Department of Climate Change, Energy the Environment and Water (DCCEE), Heritage NSW, and the NSW Rural Fire Service for their input.

Scoping Proposal - Complying Development Zone C4 Environmental Living

As some of the C4 Environmental Living zoned areas are within the Sydney Drinking Water Catchment, it is also proposed to refer it to Water NSW.

5. Preliminary Environmental Considerations

Environmental considerations are addressed above as well as the approach to managing potential impacts. However, as noted, consultation will occur with several State Government agencies who may require further technical investigations.

In relation to the environmental considerations, there are a number of background studies available to draw upon. These include detailed biodiversity studies for land zoned C4 Environmental Living in Bywong and Wamboin and a broad-based biodiversity study for the former LGA of Queanbeyan. They also include a recently certified (2021) bushfire prone land map and a floodplain risk management plan (2019) for land adjoining C4 land at Braidwood.

With a Hybrid Approach, application of the Inland Code to only those lots identified as having the lowest biodiversity values is based on the studies and information available specifically for the Bywong and Wamboin area can still be utilised as a development control. Owners of lots where this information is in dispute could use another “tool” from the “toolbox” to establish a suitable location for minor development, ie an APZ or existing building envelope.

6. Discussion Points

It is proposed to refer this scoping proposal to several State Government agencies which will have direct input into it and the proposed approach to complying development within the C4 Zone.

While Council officers have received some verbal feedback on a similar proposal, the Department of Planning, Housing and Infrastructure (DPHI) and the Department of Climate Change, Energy, the Environment and Water (DCCEE) will need to provide a formal response and confirm its view on the proposed Hybrid Approach, including the acceptability of relying on clauses from the Codes SEPP or similar, and the best approach to take from a legal perspective.

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ENVIRONMENTAL LIVING ZONE - BYWONG AND
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ATTACHMENT 2 KEY EVENTS - CONSIDERATION OF COMPLYING
DEVELOPMENT IN THE C4 ZONE

Attachment 2

**Key Events –
 Consideration of Complying Development in the C4 Environmental Living Zone
 in Bywong and Wamboin**

Date	Event	Outcome
6 Mar 2015	Former Palerang Council resolved to prepare a planning proposal to increase the exempt and complying provisions in the (then) E4 Environmental Living, RU5 Village and RU1 Primary Production zones.	Gateway Determination for the draft proposal issued by DPE in May 2015 The proposal did not progress to agency referral & community consultation stage due to ongoing discussions with DPE and changes to the draft proposal.
2019	The amalgamated Queanbeyan-Palerang Regional Council passed a resolution requesting the Minister not proceed with the Planning Proposal, as exempt development was going to be addressed through pending changes to the Codes SEPP, and it was believed that complying development would be addressed as part of the proposed QPRLEP 2022. (Resolution No. PLA047/19).	The latter did not occur.
Sept 2022	Planning Proposal PP-2021-860 to rezone the (then) E4 zoned land at Bywong and Wamboin to R5 Large Lot Residential, which has exempt and complying development provisions.	Council resolved to not proceed with PP-2021-860 and instead re-visit the merits of the previously discontinued Planning Proposal to review the range of exempt and complying development allowed in the C4 Environmental Living Zone.
8 Feb 2023	The potential range of exempt and complying development in C4 Environmental Living zoned areas was reviewed and found to be, for the most part, already provided for in the SEPP (Exempt and Complying Development Codes) 2008 Council considers a Scoping Proposal which did not seek to expand the role of exempt development types in the C4 Zone; it only sought to enable a range of complying development types in C4 Zones, subject to stipulated development standards which were similar to those applying to the same development types under the Codes SEPP.	Council deferred consideration of the Scoping Proposal until a Councillor workshop and a community workshop can be conducted.
2 Aug 2023	A Councillor workshop is held which resulted in a number of procedural and operational questions. Senior Council officers met with key branches of DPE to seek clarification as to what would be supported.	DPE advises it will not support complying development on all C4 zoned properties within the LGA. DPE advises it may consider a proposal to enable complying development to a subset of C4 zoned properties in Bywong and Wamboin, being those identified as having low biodiversity value (Class 3 lands) in the Biosis Detailed Biodiversity Values Assessment Study dated 24 August 2022.
13 Sept 2023	Council is requested to consider an Amended Scoping Proposal given that DPE will not support the draft Scoping Proposal	Council deferred consideration of the Amended Scoping Proposal until a community workshop can be conducted.
1 Nov 2023	Community workshop is held by Council & is well attended. Workshop materials are exhibited on Council's website and community input is sought for an extended 5-week period	Community feedback has been summarised and is presented to Council in Attachment 2 to this report.

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ATTACHMENT 3 SUBMISSION REGISTER

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
1	Community Workshop		Sticky dot placed on cadastre map with corresponding comment - "Complying development here".	Comment or Question	Comment is noted	Assumed to indicate "complying development here".	No action required
2	Community Workshop		Note placed on cadastre map states - "148 Harriott Rd Bywong - Biodiversity map wrong".	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	The scope of Biosis Report was broad-based and it was not intended that all properties would be ground-truthed, therefore, the possibility of anomalies exist.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
3	Community Workshop		Sticky dots placed on 7 different properties on cadastre map but no indication as to what they represent.	Comment or Question	Comment is noted	Assumed to indicate "complying development here".	No action required
4	Community Workshop	What is important about the area you live in?	Rural	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
5	Community Workshop	What is important about the area you live in?	Close to town	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
6	Community Workshop	What is important about the area you live in?	Revert the current C4 zoning to RUS	Options for Complying Development	Amend the Zoning	Does not address the question. Also, the previous zoning was 1D Rural Residential under the Yarrowlumla LEP 2002 and no longer exists. The RUS Village Zone is intended for the development of smaller lots surrounding a village-type development with a mix of shops and services.	Add to Options Table for consideration
7	Community Workshop	What is important about the area you live in?	Rural - the lifestyle. If we wanted so much red tape and compliance we would live in town. We live in the bush - removing trees to reduce the risk of fire in a bushfire prone area should not need approval. Landowners maintain our land and work hard to reduce fuel loading on our properties. The Council should have full responsibility for maintaining road verges and reducing/clearing fuel loading that poses a significant risk to our properties. We pay rates for nothing in return; not even our roads are repaired or car worthy.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
8	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Because the zoning was RUS.	Options for Complying Development	Amend the Zoning	Previous zoning was 1D Rural Residential under the Yarrowlumla LEP 2002 and no longer exists. The RUS Village Zone is intended for the development of smaller lots surrounding a village-type development with a mix of shops and services.	Add to Options Table for consideration
9	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Rural space	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
10	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Low density	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
11	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	We bought rural residential R5! Take us back to R5. People who live in town should not be making decisions that do not affect them - not understand the lifestyle. Too much red tape for the sake of red tape.	Options for Complying Development	Amend the Zoning	Previous zoning was 1D Rural Residential under the Yarrowlumla LEP 2002 and no longer exists. Previous reports prepared for Council by an independent planning consultant and independent ecological consultant, indicated that the R5 Large Lot Residential Zone was not considered appropriate for the Bywong and Wamboin areas due to a number of factors, such as resultant split-zoned parcels, fragmentation of zoned land, permissibility issues between neighbouring lots with differing zoning, and its usual proximity to outer townships. Council previously resolved to NOT pursue a Planning Proposal to rezone Bywong & Wamboin to R5.	Add to Options Table for consideration
12	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Rural (farming) property; could at the time not afford bigger. 1978 made hay, had cattle, planted in excess of 500 trees to enjoy and pay for my rural lifestyle. We were Rural C -- almost everything was allowed.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
13	Community Workshop	Comment on "Approval Pathways" poster	Exempt Development column -- I notice there is no exempt development options that is currently available in C4 that is in the Inland Code sheets. Is this a mistake or do these previously exempt options now need approval?	Comment or Question	Question is noted		
14	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Option 1 column - All C4 zoned land within the QPRC LGA -- This is what the new generation wants. I've grown up in Wamboin and now want reasonable pathways to developing my land. C4 is reasonable and protects the future of the land for my children.	Options for Complying Development	Maintain the Status Quo; no changes	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
15	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Option 2 column - Only C4 zoned land within Bywong and Wamboin -- Waste of time for most of Wamboin/Bywong.	Options for Complying Development	New Alternate Options Wanted	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
16	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Option 3 column - Only land within Bywong and Wamboin that has a Building Envelope or one created -- Use an APZ zone from primary residence (say 70m) as a complying development footprint.	Options for Complying Development	New option proposed by respondent	Assess pros and cons	Add to table of options for consideration
17	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	These options are not what the people want. 1) Rezone Rural for Bywong & Wamboin 2) Turn on Inland Code 3) No new building envelopes.	Options for Complying Development	Amend the Zoning	Previous reports prepared for Council by an independent planning consultant and independent ecological consultant, indicated that the R5 Large Lot Residential Zone was not considered appropriate for the Bywong and Wamboin areas due to a number of factors, such as resultant split-zoned parcels, fragmentation of zoned land, permissibility issues between neighbouring lots with differing zoning, and its usual proximity to outer townships. Council previously resolved to NOT pursue a Planning Proposal to rezone Bywong & Wamboin to R5.	Add to table of options for consideration
18	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	We need new options. None of these meet the problem + what other options?	Options for Complying Development	New Alternate Options Wanted	Noted. Council must work within the State Government framework and does not have funds for further studies, surveying etc.	Consider alternate options.
19	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Where is the Council's responsibility in maintaining road verges and greenways for our biodiversity. Land owners are expected to maintain property and act on obnoxious weeds or face excessive fines. The verges to the road or greenways are not maintained by Council and these weeds are spread to our properties in the winds.	Issues of Importance to the Community	Weed control	Comment does not relate to complying development approval pathway	No action required
20	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Revert C4 land to the previous RUS zoning. This process tonight is driving the Council decision making process without the appropriate options for residents.	Options for Complying Development	Amend the Zoning	Previous zoning was 1D Rural Residential under the Yarrowlumla LEP 2002 and no longer exists. The RUS Village Zone is intended for the development of smaller lots surrounding a village-type development with a mix of shops and services.	Add to Options Table for consideration
21	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Why not set a radius from primary residence -- say 70m? Or 40m depending on block?	Options for Complying Development	New option proposed by respondent	Assess pros and cons	Add to table of options for consideration

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
22	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Why not 75% of block for vegetation & 25% for complying development footprint for blocks 6 ha +?	Options for Complying Development	New option proposed by respondent	Assess pros and cons	Add to table of options for consideration
23	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Cease classifying weed and nuisance trees as part of biodiversity eg. Pine trees and hawthorn.	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	Noted. The scope of Biosis Report was broad-based and did not allow for ground-truthing of all properties. Council does not have funds available for a further study at this time.	No action required
24	Community Workshop	Do you have more questions about C4 and Complying Development?	What size farm building is complying development?	Comment or Question	Question is noted	Refer to Subdivision 16 - Farm Buildings under the SEPP (Exempt and Complying Development Codes) Amendment (Inland Code) 2018	No action required
25	Community Workshop	Do you have more questions about C4 and Complying Development?	What zoning in Inland Code will we use? R5 or Rural?	Comment or Question	Question is noted	Turning on the Inland Code does not require a change to the zoning.	No action required
26	Community Workshop	Do you have more questions about C4 and Complying Development?	Need clearer policy proposals written in language that people who are common understand.	Options for Complying Development	New Alternate Options Wanted	Noted.	Clarify options using simple and precise language.
27	Community Workshop	Do you have more questions about C4 and Complying Development?	This forum is confusing and hasn't allowed for clarity. Sit down Q&A required.	Options for Complying Development	Further Consultation is Needed	Further consultation will occur when/if a Gateway Determination is issued.	
28	Community Workshop	Comment on "Planning Proposal Process" poster	Stage 2 Report to Council for Decision to support or not -- report to be emailed to all present at tonight's meeting for feedback.	Comment or Question	Comment is noted	Workshop attendees and submitters will be notified.	Notify workshop attendees and submitters
29	Community Workshop	Comment on "Planning Proposal Process" poster	Stage 5 Consultation and Public Exhibition - Further public consultation from Wamboin/Bywong residents; in person.	Options for Complying Development	Further Consultation is Needed	Further consultation will occur when/if a Gateway Determination is issued.	
30	Community Workshop	Comment on "Planning Proposal Process" poster	Stage 7 Report to Council for Decision to continue or not -- report to be emailed to all present at tonight's meeting for further feedback.	Comment or Question	Comment is noted	Workshop attendees and submitters will be notified.	Notify workshop attendees and submitters
31	Community Workshop	What is important about the area you live in?	Rural lifestyle	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
32	Community Workshop	What is important about the area you live in?	Improving ecological environment	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
33	Community Workshop	What is important about the area you live in?	Quiet	Positive Attributes of the Area	Peaceful	Noted.	Categorise responses and illustrate findings in chart or graph
34	Community Workshop	What is important about the area you live in?	Space	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
35	Community Workshop	What is important about the area you live in?	Freedom	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
36	Community Workshop	What is important about the area you live in?	Recreation	Positive Attributes of the Area	Opportunities for Recreation	Noted.	Categorise responses and illustrate findings in chart or graph
37	Community Workshop	What is important about the area you live in?	Rural living	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
38	Community Workshop	What is important about the area you live in?	City access	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
39	Community Workshop	What is important about the area you live in?	Space	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
40	Community Workshop	What is important about the area you live in?	Keep, ride and train horses	Positive Attributes of the Area	Can keep animals	Noted.	Categorise responses and illustrate findings in chart or graph
41	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	To live in a bush setting	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
42	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Privacy	Positive Attributes of the Area	Privacy	Noted.	Categorise responses and illustrate findings in chart or graph
43	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Open space	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
44	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Close to the ACT	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
45	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Tranquillity; sanctuary	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
46	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Close enough to employment	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
47	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	To run a small commercial farming enterprise	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
48	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Space	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
49	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Close to Canberra	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
50	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Nature	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
51	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Lack of noise	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
52	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Wanted a bit of land with views near a village	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
53	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Not far from Canberra	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
54	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	I moved here (1978) to live in a rural residential area, do some farming and enjoy a rural lifestyle; "nothing will change" - P. Harrison. ha ha!	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
55	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	I moved here (1978) to live in a rural residential area, do some farming and enjoy a rural lifestyle; "nothing will change" - P. Harrison. ha ha!	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
56	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	To keep and ride horses	Positive Attributes of the Area	Can keep animals	Noted.	Categorise responses and illustrate findings in chart or graph
57	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Low density	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
58	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Peace and quiet	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
59	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Natural setting	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
60	Community Workshop	Comment on "Approval Pathways" poster	Who polices developments?	Issues of importance to the Community	Compliance and Better Enforcement of Development Controls	Council's Compliance Team will respond to any complaints	No action required
61	Community Workshop	Comment on "Approval Pathways" poster	Prefer Option 2 (Complying Development)	Options for Complying Development	Prefer Option 2 - "Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
62	Community Workshop	Comment on "Development that is permitted in C4 Environmental Living Zone" poster	Bring back 1D! Or bring back the freedoms we had in 1D.	Options for Complying Development	Amend the Zoning	Previous zoning was 1D Rural Residential under the Yarrawulmie LEP 2002 (Note the provisions of 1D)	Add to Options Table for consideration
63	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	This is deceptively false. Option 2 ("Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin to allow complying development) does not apply to C4 Bywong and Wamboin land – it <u>only</u> applies to 10% of that land.	Comment or Question	Comment is noted	Application of the proposed options was explained at the Community Workshop.	Clarify impact of each proposed option
64	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Option 2 ("Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin to allow complying development) would seem to be the simplest option to implement and the most effective for people in this biodiversity studied region.	Options for Complying Development	Prefer Option 2 - "Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
65	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Option 2 ("Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin to allow complying development) is important to get underway asap. Need inland code for farm buildings and animal shelters (on > 4000m2 and with setbacks etc). Extensive agriculture is permitted without consent in C4 BUT "Farm Buildings" are not. So need Inland Code to permit farm buildings on lots > 4000m2 with setbacks etc. Waiting extended periods for DAs to be approved has animal welfare implications for farm buildings/ animal shelters.	Options for Complying Development	Prefer Option 2 - "Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
66	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Option 2 ("Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin to allow complying development)	Options for Complying Development	Prefer Option 2 - "Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
67	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Option 2 ("Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin to allow complying development) for reasonable balance BUT All Classes.	Options for Complying Development	Prefer Option 2 or Option 3	Turning on the Inland Code for all C4 zoned land in Bywong & Wamboin is not feasible due to the presence of High Environmental Value lands and is not supported by DPE Biodiversity and Conservation.	Tally submissions in support for each option; illustrate findings in a chart or graph
68	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Option 2 ("Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin to allow complying development) or Option 3 ("Turn on" the Inland Code for properties with a building envelope in Bywong and Wamboin to allow complying development).	Options for Complying Development	Prefer Option 2 or Option 3	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
69	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Option 3 ("Turn on" the Inland Code for properties with a building envelope in Bywong and Wamboin to allow complying development).	Options for Complying Development	Prefer Option 3 - "Turn on" the Inland Code for C4 zoned land only with a building envelope in Bywong and Wamboin to allow complying development	analysis of response to options	Tally submissions in support for each option; illustrate findings in a chart or graph
70	Community Workshop		Sticky dot placed on Lot 22 DP 1018890 (540 Grove Rd Bywong) of cadastre map with corresponding comment - "Complying development here?"	Comment or Question	Comment is noted	Assumed to indicate "complying development here".	No action required
71	Community Workshop		Sticky dots placed on 11 different properties on cadastre map but no indication as to what they represent.	Comment or Question	Comment is noted	Assumed to indicate "complying development here".	No action required
72	Community Workshop		Note placed on cadastre map on Lots 1 & 2 DP 860517 (88 Creekborough Rd & 2 Glendale Lane Bywong) states - "This patch of trees are native but understorey is exotic grasses used for grazing. Not clear why this has been identified for protection".	Comment or Question	Comment is noted	The initial Biosis Report 2019 and independent Planning Report was commissioned by Council to consider any areas within the Bywong and Wamboin E4 (now C4) Zone that may be appropriate for an alternative land use zone. The methodology for the study was acceptable to the Biodiversity and Conservation Branch of DPE.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
73	Community Workshop		Sticky dot placed on Lot 270 DP 48199 (416 The Forest Rd Bywong) of cadastre map with corresponding comment - "Complying development here?"	Comment or Question	Comment is noted	Assumed to indicate "complying development here".	No action required
74	Community Workshop		Sticky dots placed on 3 different properties on cadastre map but no indication as to what they represent.	Comment or Question	Comment is noted	Assumed to indicate "complying development here".	No action required
75	Community Workshop		Please clarify the specific classes of biodiversity eg. Low, moderate, high	Comment or Question	Comment is noted	Explained in the Biosis Report	Clarify in Submissions Report to Council
76	Community Workshop	Do you have more questions about C4 and Complying Development?	How long is the Biodiversity Report (from Biosis) valid for?	Comment or Question	Question is noted	The Biosis Report does not have an expiry date but can be updated. Council does not have funds available for a further study at this time.	No action required
77	Community Workshop	Do you have more questions about C4 and Complying Development?	Need combined options that anything in a building envelope can be complying development.	Options for Complying Development	Prefer Option 2 and Option 3 combined	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
78	Community Workshop	Do you have more questions about C4 and Complying Development?	Rural land - rebuild shed that needs to be replaced. DA (sic) needed?	Comment or Question	Question is noted	Yes, currently a DA is required.	No action required
79	Community Workshop	What is important about the area you live in?	Natural setting	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
80	Community Workshop	What is important about the area you live in?	Space from urban development	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
81	Community Workshop	What is important about the area you live in?	Selected specific area for the views	Positive Attributes of the Area	Scenic Views	Noted.	Categorise responses and illustrate findings in chart or graph
82	Community Workshop	What is important about the area you live in?	Encourage developments that encourage active regenerative farming approaches.	Positive Attributes of the Area	Sustainable lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
83	Community Workshop	What is important about the area you live in?	Distance from work & home life. I am 3rd generation in the area! Have 4th generation living there as well.	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
84	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Space	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
85	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Freedom to do as I please (within reason)	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
86	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Be close enough to Canberra	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
87	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Complete farming enterprises available under previous rural zonings.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
88	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Moved in to enjoy separation	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
89	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Small scale business pursuit as supplementary income	Positive Attributes of the Area	Sustainable lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
90	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Would like (sic) to use agriculture for active land recovery.	Positive Attributes of the Area	Sustainable lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
91	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Want to live in a rural community.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
92	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Peace, quiet, fresh air	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
93	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Farm life; able to have animals	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
94	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Space	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
95	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Distance between neighbours	Positive Attributes of the Area	Privacy	Noted.	Categorise responses and illustrate findings in chart or graph
96	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Combine Option 2 ("Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin to allow complying development) and Option 3 ("Turn on" the Inland Code for properties with a building envelope in Bywong and Wamboin to allow complying development).	Options for Complying Development	Prefer Option 2 and Option 3 combined	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
97	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Combine Option 2 ("Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin to allow complying development) and Option 3 ("Turn on" the Inland Code for properties with a building envelope in Bywong and Wamboin to allow complying development). Current assessment still relevant; gives other option to create the envelope to access C4; balanced cost to the Council.	Options for Complying Development	Prefer Option 2 and Option 3 combined	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
98	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Option 2 ("Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin to allow complying development) and Option 3 ("Turn on" the Inland Code for properties with a building envelope in Bywong and Wamboin to allow complying development) combined.	Options for Complying Development	Prefer Option 2 and Option 3 combined	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
99	Community Workshop	Sticky dot placed on Lot 22 DP 864816 (42 Snowgum Lane Bywong) of cadastre map with corresponding comment - "Complying development here?"		Comment or Question	Comment is noted	Assumed to indicate "complying development here".	No action required
100	Community Workshop	Sticky dots placed on 7 different properties on cadastre map but no indication as to what they represent.		Comment or Question	Comment is noted	Assumed to indicate "complying development here".	No action required
101	Community Workshop	What is important about the area you live in?	Big block in a nice environment	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
102	Community Workshop	What is important about the area you live in?	Neighbours far away!	Positive Attributes of the Area	Privacy	Noted.	Categorise responses and illustrate findings in chart or graph
103	Community Workshop	What is important about the area you live in?	Concerns over businesses that can operate in C4 (function centre). More policing of DA applications; people still operating. Being able to look out on our property without seeing glamping tents. Consent has to be granted before business operates.	Issues of Importance to the Community	Compliance and Better Enforcement of Development Controls	Council's Compliance Team will respond to any complaints lodged	No action required
104	Community Workshop	What is important about the area you live in?	1) Don't want to live on 400 sqm; 2) Don't want to live on 35 acres; 3) 5 - 10 acres is ideal.	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
105	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Rural living	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
106	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Close to Canberra & Bungendore	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
107	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Room to have lots of animals	Positive Attributes of the Area	Can keep animals	Noted.	Categorise responses and illustrate findings in chart or graph
108	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	Still close to/part of a wonderful community	Positive Attributes of the Area	Community	Noted.	Categorise responses and illustrate findings in chart or graph
109	Community Workshop	Why did you choose to live in the Bywong or Wamboin area?	I chose to live in a rural community so do NOT want excess development in the area. I chose to live in Wamboin to protect a parcel of land with biodiversity.	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
110	Community Workshop	Comment on "Options to progress Complying Development approval pathways" poster	Option 2 ("Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin to allow complying development)	Options for Complying Development	Prefer Option 2 - "Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
111	Written Submission		<p>Before I make specific comments on the above proposal there are several issues which need to be discussed prior to any detailed analysis of the proposal.</p> <p>REZONING CHANGE In relation to the rezoning of the Bywong and Wamboin area to E4 and in the current proposal concerning complying development proposal, past and present councils and the NSW State Government Department of Planning have not applied the planning rules as set out have not acted in the best interest of the residents of Bywong and Wamboin.</p> <p>The NSW Department of Planning LEP Practice Note PN 09-002 state: The standard instrument for principal local environmental plans (LEPs) contains four environment protection zones specifically for land where the primary focus is the conservation and/or management of environmental values. The zones provide for varying levels of environmental protection from zone E1 to E4.</p> <p>This note goes on to state; Prior to applying the relevant (Environmental) zone, the environmental values of the land should be established, preferably on the basis of a strategy or from an environmental study developed from robust data sources and analysis.</p> <p>The rezoning was undertaken without any study as required to prove that the land met the NSW Department of Planning requirements for an E4 classification and this should not have been accepted by the Department of Planning and should be therefore invalidated. This was an administrative error which is one of the avenues available for rezoning.</p>	Comment or Question	Comment is noted	Noted. The respondent considers the original rezoning to be invalid. Council does not share the same interpretation.	Consider other available options.
112	Written Submission		<p>The impetus for the rezoning of land in NSW was based on the desire for a uniform zoning across NSW. The outcome has been any but a uniform especially in what can be considered rural residential zones across the state. Palerang Shire was one of the only if not the only shire that chose to uniformly zone all rural residential areas as E4. In surrounding shires other approaches were taken such that on the eastern side of the side of the Federal Highway (QPRC) the residential areas are zoned C4 and on the western side those same properties in the Yass Shire are zoned R5. In the Burra region the properties are zoned C4 and across the shire border in Cooma Monaro similar properties are also zoned R5. The land is no different to that in Bywong and Wamboin and the residents in those areas have not been burdened with the unnecessary environmental restrictions that are imposed on the residents of Bywong and Wamboin.</p>	Comment or Question	Comment is noted	Noted. Council's approach was considered to be the most appropriate for Bywong and Wamboin, which was further reinforced by the findings of an independent Planning consultant.	Previously considered by Council. No further action required.
113	Written Submission		<p>2019 BIOSIS REPORT QPRC engaged AQ Planning and Biosis in 2019 to undertake a study of the Bywong/Wamboin area land use zoning and consider any area within the E4 zones that may be appropriate for alternative land use zone.</p> <p>This report was not appropriate for the purpose that it was used for; that to assess the conservation value of each property and would not meet the requirement for an environmental study developed from robust data sources and analysis.</p> <p>Biosis on page 84 of their report state that the largely landscape scale of the survey (that they undertook) was designed to capture an overview of biodiversity values and create associated mapping of the study area as a whole rather than detail all flora and fauna present at a fine site based scale. As such the mapping provided should be considered at an appropriate scale and has not been intended to provide detailed information that can be used in impact assessments to support land use changes for each property. (But this is what Council has and is using the Report for) A number of biodiversity values potentially present within the study area require a higher level of site-based assessments than was undertaken in the current investigation, where access was only available to 33 of the total 1200+ lots within the study area.</p>	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	The initial Biosis Report 2019 and independent Planning Report was commissioned by Council to consider any areas within the Bywong and Wamboin E4 (now C4) Zone that may be appropriate for an alternative land use zone. The methodology for the study was acceptable to the Biodiversity and Conservation Branch of DPE.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
114	Written Submission		<p>Following the release of this Report, I contacted the Council to ascertain what avenues were available to contest the findings of this report in relation to out property. I believe that the classification of our property in this report was inaccurate. I was advised that there would be that opportunity during the public consultation stage later in the proceedings.</p> <p>The findings in relation to our property were demonstrable incorrect; a vineyard classified as a high value biodiversity corridor and the mapping incorrectly showed that less than 50% of class 3 value when in fact it is around 75%.</p> <p>The proposal for the rezoning of some areas on Bywong and Wamboin was cancelled in 2022 and the residents never had the opportunity to challenge the finding of the 2019 Biosis Report.</p>	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	The scope of Biosis Report was broad-based and did not allow for ground-truthing of all properties. Council does not have funds available for a further study at this time.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
115	Written Submission		<p>2022 BIOSIS REPORT</p> <p>I only became aware of this Complying Development proposal recently and that Biosis had undertaken another report at the Complying Development Workshop.</p> <p>Biosis was commissioned by Queanbeyan-Palerang Regional Council to undertake follow-up detailed field investigations and a review of biodiversity values present on E4 Environmental Living zoned land, mapped as supporting Class 3 biodiversity values (Biosis 2019) in the localities of Bywong and Wamboin. This field investigation was undertaken to supplement the initial assessment of biodiversity values within the study area undertaken by Biosis in 2019, as part of a Planning Review Planning (AQ Planning 2019) and subsequent Planning Proposal prepared by Council.</p> <p>It appears that the Council consider the results of the 2019 Biosis Report as sacrosanct and did not bother to consider that all properties needed to be reconsidered. Given that the Council had advised that the original rezoning proposal had been cancelled, why did not the council advise all residents in the Bywong and Wamboin area that this new study was being undertaken.</p>	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	Council does not have the funds for a study to assess all properties. The methodology for the study was appropriate and acceptable to the Biodiversity and Conservation Branch of DPE.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
116	Written Submission		<p>Those residents of Bywong and Wamboin not included in this study were not given the opportunity to challenge that status of their property in the 2019 report and to have their property reviewed if so desired.</p> <p>What options are now available to those residents who believe that the findings of the 2019 Biosis Report were not correct in relation to their property to have their property reviewed now and not at the end of the consultation?</p>	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	The reports were written by an independent ecological consultant with expertise in their field. The methodology for the study was appropriate and acceptable to the Biodiversity and Conservation Branch of DPE.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
117	Written Submission	What is important about the area you live in?	Whilst most residents of Bywong and Wamboin would say that the area they live in is special to them it is basically the same as other parts of the Local Government area and those of adjoining Local Government areas. It is important that we are able to live without excessive, unnecessary environmental restrictions in the same way that residents of other rural residential properties within NSW are able to.	Options for Complying Development	Amend the Zoning	Previous zoning no longer exists. Council must work within the State Government framework and does not have funds for further studies, surveying etc. The area was zoned C4 due to the presence of high environmental values. Approval for an allowable use can be obtained via the traditional DA pathway.	Add to Options Table for consideration
118	Written Submission	Why did you choose to live in the Bywong or Wamboin area?	<p>When we moved to our current address 40 years ago our decision was based on a desire not to live close to our neighbours, to live in a rural area close to where we worked and where we could do what we wanted with few restrictions. This has changed over recent years with changes made by Council against the wishes of the majority of residents and which did not comply with the state government rules.</p> <p>Our land is now in far better condition than when we arrived. Residents who move to these areas overwhelmingly carefully manage and improve the land on which they live.</p> <p>We do not need unnecessary environmental restrictions in managing our properties, we were doing it before.</p>	Options for Complying Development	Amend the Zoning	Previous zoning no longer exists. Council must work within the State Government framework and does not have funds for further studies, surveying etc.	Add to Options Table for consideration
119	Written Submission	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	All complying developments should be available to all residential areas of the Shire unless there has been a specific and detailed environmental study undertaken on each specific parcel of land. This has not been done.	Comment or Question	Comment is noted	As Council does not have funds for further studies or additional surveying and the NSW State Government will not support an amendment to the QPRLEP 2022 to allow complying development in the C4 Environmental Living Zone, this proposal is not feasible.	
120	Written Submission	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	No.	Comment or Question	Comment is noted	Noted.	No action required
121	Written Submission	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	<p>The action by Council concerning the rezoning was undertaken and approved without the required study to identify which lands were suitable to be classified as meeting the requirement to be rezoned as E4, now C4.</p> <p>The 2019 Biosis Study which is being used by Council to determine low value land was of little use and a waste of money. The basis of determining the biodiversity value of the land was the number of trees on each property. It did not matter if the trees were native or exotic. Trees mattered. This is not a scientific method to determine the biodiversity value of land and would not meet the requirement for an environmental study developed from robust data sources and analysis.</p> <p>Rather than a new study to justify that the properties so deemed to be low value in the initial study, the second study should have been used to prove that properties were in fact worthy of being high or medium value biodiversity land. The whole approach has been the reverse of what it should have been. In assessing the conservation value of land, the approach must be to determine what land is of value not which is not of value. Property owners are now in the position of trying to disprove that which has never been proved.</p> <p>The only way forward should be to rezone Bywong and Wamboin as R5. Any land that is of particular significance and significantly different from that in the Southern Tablelands could then be considered for environmental protection.</p>	Options for Complying Development	Amend the Zoning	Previous reports prepared for Council by an independent planning consultant and independent ecological consultant, indicated that the R5 Large Lot Residential Zone was not considered appropriate for the Bywong and Wamboin areas due to a number of factors, such as resultant split-zoned parcels, fragmentation of zoned land, permissibility issues between neighbouring lots with differing zoning, and its usual proximity to outer townships. Council previously resolved to NOT pursue a Planning Proposal to rezone Bywong & Wamboin to R5.	Add to Options Table for consideration
122	Written Submission	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	This proposal is not acceptable as all properties in Bywong and Wamboin should be treated the same. It may be acceptable for those that have a building envelope. It is however a cost shifting exercise for those properties that do not. It will penalise those who have lived in the area the longest as these appear to be the properties that do not have a Building Envelope. These residents have formed the backbone of the community for many years and should not be expected to bear the cost of rectifying poor and ill-advised Council decisions. The Council has caused the problems we now face, and it is the Council that should be responsible in correcting the problem. The other way to approach this is that those properties that do not have a building envelope is to treat the entire property as the building envelope. When we purchase our property 40 years ago, we could build anywhere on the property excepting within boundary offsets so in effect the whole property is a building envelope.	Options for Complying Development	New option proposed by respondent	This proposed option affords no protection of any high environmental value features that may be located on the property. As Council does not have funds for further studies or additional surveying and the NSW State Government will not support an amendment to the QPRLEP 2022 to allow complying development in the C4 Environmental Living Zone, this proposal is not feasible.	Add to table of options for consideration

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin

Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
123	Written Submission	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share?	We live at 159 the Forest Road Bywong. There is little if any in the way of areas of special high biodiversity value. The 2019 Biosis Report did however identify a strip of land as being either high condition threatened species habitat listed under BC Act, EPBC Act or high value biodiversity connectivity corridor. (Figure 3.3: Fauna Biodiversity Values). This land was a vineyard. One could be forgiven for doubting the veracity of that Report.	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	The scope of Biosis Report was broad-based and it was not intended that all properties would be ground-truthed, therefore, the possibility of anomalies exist. Council does not have funds available for a further study at this time.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
124	Written Submission	Do you have any further comments on the proposal?	a)All properties in Bywong and Wamboin should be treated equally. b)All properties should have complying development available. c)The inland code should be turned on for all properties. d)The Council should rezone Bywong and Wamboin to R5 to be consistent with the treatment of rural residential areas in other Local Government areas within NSW.	Options for Complying Development	Amend the Zoning	As Council does not have funds for further studies or additional surveying and the NSW State Government will not support an amendment to the QPRC 2022 to allow complying development in the C4 Environmental Living Zone, this proposal is not feasible. Previous reports prepared for Council by an independent planning consultant and independent ecological consultant, indicated that the R5 Large Lot Residential Zone was not considered appropriate for the Bywong and Wamboin areas due to a number of factors, such as resultant split-zoned parcels, fragmentation of zoned land, permissibility issues between neighbouring lots with differing zoning, and its usual proximity to outer townships. Council previously resolved to NOT pursue a Planning Proposal to rezone Bywong & Wamboin to R5.	Add to Options Table for consideration
125	Written Submission		I am writing to provide a submission on the Complying Development proposal that has been put to the Wamboin/Bywong Community. Firstly I would like to express appreciation to QPRC staff for organising and holding the information session in Queanbeyan. It was very well staffed and was also very well represented by a significant number of residents on the night.	Comment or Question	Comment is noted	Support is noted.	
126	Written Submission		I was a little disappointed that the information presented by Council outlined 3 options, all 3 of which had already been proposed and been found wanting and expensive, putting a significant financial burden on the vast majority of the Wamboin/Bywong residents without existing building envelopes. I was hoping that the point to a community workshop would be to explore beyond the options that have already been reviewed as not providing an adequate solution to the problem we are trying to solve.	Options for Complying Development	New Alternate Options Wanted	Noted. Council must work within the State Government framework and does not have funds for further studies, surveying etc.	Consider alternate options.
127	Written Submission		I believe there exists options 4, 5 and 6 that have not been considered as yet by Council. For example, the current Bushfire Regulations already allow for residents to clear any trees within 10m of the eaves of the primary residence and manage all ground cover beyond that for an additional 40 metres, without approval. This is known as the 10:50 rule. By definition, there cannot be high quality ecological communities where all ground story plants and shrubs are mowed. It seems there is at least a common-sense and already legal pathway to considering this 10:50 zone as a building envelope area that could enable complying development to occur within this zone WITHOUT the need to register a building envelop on title. This would result in an area of approximately 3000m2 around a primary residence that would most likely deal with 80% of what residents would be seeking complying development for, and by definition would not impact on quality EEC. It seems this would be a simple and common-sense approach that doesn't cost Council or residents significant time and resources to implement as it already exists in the planning legislative context. It is not a perfect solution as it is only 50m from the existing dwelling and defines a very small portion of a block where the minimum lot size is 60,000m2 but let's not let perfect be the enemy of the adequate. I believe that at least 80% of what people would want to do such as pools, carports, sheds, decks etc would be contained in an area closer to the primary residence would be captured as well as 100% of renovations and extensions. Any proposals beyond this area would of course require a Development Application.	Options for Complying Development	New option proposed by respondent	The purpose of clearing of trees 10 m from the eaves of the primary residence and manage other vegetation up for to 40 m away is to reduce the potential fuel load for bushfire. As noted, this will eliminate biodiversity in this area, however, allowing additional buildings and structures within this cleared area as complying development will increase the increase the fuel load close to the primary residence. Consideration must be given as to whether this option meets the intention of establishing APZ zones and whether it simplifies or further complicates the process. This option has not been reviewed by the Department of Climate Change, Energy, the Environment and Water in any detail and would have to go through the consultation process.	Add to table of options for consideration
128	Written Submission		I would urge Council to not consider the Information session the end of discussions with our community around how we solve this problem. As the high attendance at the Information session in Queanbeyan showed, the Wamboin/Bywong community has a strong interest in this issue and very little trust in Council having resident's interests and desires as top of mind. This is historical rather than current but there is no doubt there are some very strong feelings in our community around planning decisions that have been made for Wamboin/Bywong, and very little trust left. I would suggest it would be productive to now enable a smaller group of residents to have a working session with Council staff on what Options 4, 5 and 6 could look like so that we can bring our community on the journey in a more conducive manner than has been the case in the past.	Options for Complying Development	Further Consultation is Needed	No single solution will satisfy all property owners. There has been extensive consultation and the matter needs to progress.	Set up a meeting with the submitter to review possible options prior to taking the Submissions Report to Council.
129	Written Submission		I support the submission made by PS002.	Options for Complying Development	New Alternate Options Wanted	Noted.	Include in tally of preferred options

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
130	Written Submission		<p>I make this submission in relation to the Bywong and Wamboin Proposal for Complying Development in C4 Zone.</p> <p>This problem has arisen because of Council's incorrect zoning in the first place.</p> <p>The NSW Planning Department instructed councils to mirror zones exactly when preparing the LEP in 2012. Council did not do this and zoned all rural residential 1D as E4, when R5 (which allowed grazing) and later RU4 could have been used.</p> <p>Moving from Rural Residential to an Environmental Protection Zone was a drastic change which the majority of land owners opposed at the time. We are now controlled by regulations that don't apply in other zones.</p> <p>A considerable amount of money has been spent on studies commissioned by Council, the results of which appear to have been ignored.</p> <p>If Council at the time felt R5 was not suitable they should have gone back to the NSW Planning Department and ask for an appropriate zone (as they did with Rural 1D).</p>	Comment or Question	Comment is noted	<p>Noted. Council does not share the same interpretation. Previous reports prepared for Council by an independent planning consultant and independent ecological consultant, indicated that the R5 Large Lot Residential Zone was not considered appropriate for the Bywong and Wamboin areas due to a number of factors, such as resultant split-zoned parcels, fragmentation of zoned land, permissibility issues between neighbouring lots with differing zoning, and its usual proximity to outer townships. Council previously resolved to NOT pursue a Planning Proposal to rezone Bywong & Wamboin to R5.</p>	Consider other available options.
131	Written Submission		<p>We know we are late in responding but there has been some local discussion and we do not have clarity yet.</p> <p>We are owners of 974 Norton Road Wamboin and currently have a live DA with Council. Does this exclude us from the discussions about building envelopes?</p> <p>With the incomplete understanding we have we would like to support longterm residents who do not have designated building envelopes who should not be required to pay for the establishment of a building envelope if any building expansion is required.</p> <p>I can see this makes the response to the options that were given a bit more complicated and we are happy to support ongoing discussions to understand the long term residents position on this change.</p>	Options for Complying Development	New Alternate Options Wanted	<p>Noted. However, land with High Environmental Value (HEV) must be retained. In the absence of a building envelope, the traditional DA approval pathway for any proposed works will ensure a current assessment of the property is undertaken.</p>	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
132	Workshop Questionnaire	What is important about the area you live in?	I am for the complying development application. I understand that it only has an impact/benefit if you already have a building envelope, which we do, but the decision to agree to this application does not impact those without building envelopes, it just may change the way they consider any upgrades.	Options for Complying Development	Prefer Option 3 - "Turn on" the Inland Code for C4 zoned land only with a building envelope in Bywong and Wamboin to allow complying development	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
133	Workshop Questionnaire	Why did you choose to live in the Bywong or Wamboin area?	Lifestyle	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
134	Workshop Questionnaire	Why did you choose to live in the Bywong or Wamboin area?	Having some level of not living on top of others.	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
135	Workshop Questionnaire	Why did you choose to live in the Bywong or Wamboin area?	Having neighbours with like-minded goals.	Positive Attributes of the Area	Community	Noted.	Categorise responses and illustrate findings in chart or graph
136	Workshop Questionnaire	Why did you choose to live in the Bywong or Wamboin area?	I would be concerned about any increase in types of development that would affect my enjoyment, particularly noisy activities.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
137	Workshop Questionnaire	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	I am generally happy with the agreed types.	Comment or Question	Comment is noted	Noted.	No action required
138	Workshop Questionnaire	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	Changes to what types of activities, and as such, developments that encourage or create an (?) situation or activities that are not in keeping with the intent of a C4 area.	Types of development that should NOT be available as complying development	Activities that are not in keeping with the intent of a C4 area	Noted.	No action required
139	Workshop Questionnaire	Do you have any feedback on 'turning on' the Inland Code for C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	No	Comment or Question	Comment is noted	Noted.	No action required
140	Workshop Questionnaire	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	I am for the turning on of the Inland Code for C4 with building envelopes.	Options for Complying Development	Prefer Option 3 - "Turn on" the Inland Code for C4 zoned land only with a building envelope in Bywong and Wamboin to allow complying development	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
141	Workshop Questionnaire	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share?	No	Comment or Question	Comment is noted	Noted.	No action required
142	Workshop Questionnaire	If you have any further comments on the proposal, please provide them here:	Well done to the Council and team members for a great consultation event.	Comment or Question	Comment is noted	Support is noted.	
143	Workshop Questionnaire	What is important about the area you live in?	Location close to Canberra / Bungendore.	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
144	Workshop Questionnaire	What is important about the area you live in?	Rural lifestyle aspect. Allows maintenance of lifestyle with relatively low maintenance.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
145	Workshop Questionnaire	Why did you choose to live in the Bywong or Wamboin area?	Location near Canberra / Bungendore	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
146	Workshop Questionnaire	Why did you choose to live in the Bywong or Wamboin area?	Property aspect.	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
147	Workshop Questionnaire	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Detached development - dual occupancy (studio apartment / Granny flat) within building envelope - would alleviate housing crisis and reduce illegal dwellings on rural properties. Council would retain control.	Suggested Complying Developments not in the Inland Code	Secondary dwelling	A secondary dwelling is permitted with consent in the C4 zone.	
148	Workshop Questionnaire	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Water sources / dams - allow for cleaning and repair to existing water stores / dams.	Suggested Complying Developments not in the Inland Code	Uses and activities associated with farming		

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
149	Workshop Questionnaire	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	No	Comment or Question	Comment is noted	Noted.	No action required
150	Workshop Questionnaire	Do you have any feedback on 'turning on' the Inland Code for C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	No	Comment or Question	Comment is noted	Noted.	No action required
151	Workshop Questionnaire	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	Should proceed ASAP. There needs to be rights/values assigned to a building envelope as: 1) Envelope has already been assessed; 2) Building envelope infers permissible rights to land parcel that increases land value.	Options for Complying Development	Prefer Option 3 - "Turn on" the Inland Code for C4 zoned land only with a building envelope in Bywong and Wamboin to allow complying development.	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
152	Workshop Questionnaire	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share?	No	Comment or Question	Comment is noted	Noted.	No action required
153	Workshop Questionnaire	If you have any further comments on the proposal, please provide them here:	Should proceed with Option 3 ASAP. Will alleviate DA process, making same more efficient, resulting in time reduction and cost savings to Council.	Options for Complying Development	Prefer Option 3 - "Turn on" the Inland Code for C4 zoned land only with a building envelope in Bywong and Wamboin to allow complying development	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
154	Workshop Questionnaire	What is important about the area you live in?	Space to keep and ride horses.	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
155	Workshop Questionnaire	Why did you choose to live in the Bywong or Wamboin area?	To have land to keep horses. Horses require shelters for animal welfare reasons (required by NSW Govt). Also machinery and hay sheds required.	Suggested Complying Developments not in the Inland Code	Animal shelters	Noted.	Categorise responses and illustrate findings in chart or graph
156	Workshop Questionnaire	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Farm buildings very important (complying with setbacks, non-reflective materials etc to minimise impact on neighbourhood). Animal welfare requirements mean shelters need to be built. DAs take too long to be approved -- can't leave animals through winter without a shelter whilst waiting 9 - 12 months for DA approval.	Suggested Complying Developments not in the Inland Code	Animal shelters	Noted.	
157	Workshop Questionnaire	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	No	Comment or Question	Comment is noted	Noted.	No action required
158	Workshop Questionnaire	Do you have any feedback on 'turning on' the Inland Code for C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	Yes - turning on Inland Code on Class 3 land very good. Biodiversity will not be significantly impacted by allowing complying development in these areas.	Options for Complying Development	Prefer Option 2 and Option 3 combined	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
159	Workshop Questionnaire	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	No	Comment or Question	Comment is noted	Noted.	No action required
160	Workshop Questionnaire	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share?	No	Comment or Question	Comment is noted	Noted.	No action required
161	Workshop Questionnaire	If you have any further comments on the proposal, please provide them here:	Farm buildings important. Extensive agriculture is allowed without consent but the buildings to support it are not. Animal shelters are important for welfare reasons and if Inland Code turned on they can be built in a timely manner (not waiting long periods for DA). Animals need shelter and hay covered in a timely manner.	Options for Complying Development	Preferred Option not specified, but Support Turning on the Inland Code	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
162	Council Website	What is important about the area you live in?	Rural outlook	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
163	Council Website	What is important about the area you live in?	Balance environmental concerns	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
164	Council Website	What is important about the area you live in?	(1) Privacy	Positive Attributes of the Area	Privacy	Noted.	Categorise responses and illustrate findings in chart or graph
165	Council Website	What is important about the area you live in?	(2) Quiet	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
166	Council Website	What is important about the area you live in?	(3) the opportunity to interact with the natural environment	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
167	Council Website	What is important about the area you live in?	(4) reasonable proximity to Canberra	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
168	Council Website	What is important about the area you live in?	Tranquility	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
169	Council Website	What is important about the area you live in?	Freedom, aesthetics, rural character	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
170	Council Website	What is important about the area you live in?	Ability to undertake rural pursuits - breeding, grazing, etc	Positive Attributes of the Area	Can keep animals	Noted.	Categorise responses and illustrate findings in chart or graph
171	Council Website	What is important about the area you live in?	Quiet community	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
172	Council Website	What is important about the area you live in?	Natural features	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
173	Council Website	What is important about the area you live in?	Close to towns and city facilities	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
174	Council Website	What is important about the area you live in?	Local businesses and outlets like wineries and cellar door activities and other small businesses within the region.	Positive Attributes of the Area	Sustainable lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
175	Council Website	What is important about the area you live in?	It is NOT a typical suburban area. There is room for families and space to enjoy.	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
176	Council Website	What is important about the area you live in?	The people; the community spirit	Positive Attributes of the Area	Community	Noted.	Categorise responses and illustrate findings in chart or graph

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
177	Council Website	What is important about the area you live in?	The blend of residential land use, agricultural production, and the biodiversity conservation values of the area.	Positive Attributes of the Area	Blend of residential and agricultural uses with biodiversity conservation values	Noted.	Categorise responses and illustrate findings in chart or graph
178	Council Website	What is important about the area you live in?	Bywong is a largely unspoiled country area.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
179	Council Website	What is important about the area you live in?	Bywong is free from the pollution (noise & chemical) that comes with industrialisation.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
180	Council Website	What is important about the area you live in?	Full of local wildlife and native vegetation	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
181	Council Website	What is important about the area you live in?	Blocks are large enough for residents to live a country lifestyle	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
182	Council Website	What is important about the area you live in?	Close-knit community	Positive Attributes of the Area	Community	Noted.	Categorise responses and illustrate findings in chart or graph
183	Council Website	What is important about the area you live in?	The ability to live a private home life	Positive Attributes of the Area	Privacy	Noted.	Categorise responses and illustrate findings in chart or graph
184	Council Website	What is important about the area you live in?	A strong community	Positive Attributes of the Area	Community	Noted.	Categorise responses and illustrate findings in chart or graph
185	Council Website	What is important about the area you live in?	Natural climate conducive to animal husbandry	Positive Attributes of the Area	Can keep animals	Noted.	Categorise responses and illustrate findings in chart or graph
186	Council Website	What is important about the area you live in?	The freedom to own my land and undertake reasonable activities on it.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
187	Council Website	What is important about the area you live in?	That people keep to themselves	Positive Attributes of the Area	Privacy	Noted.	Categorise responses and illustrate findings in chart or graph
188	Council Website	What is important about the area you live in?	That home-run businesses do not impact the lifestyle neighbouring people have chosen, and that developments can be readily undertaken at minimal cost.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
189	Council Website	What is important about the area you live in?	Space for rural activities	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
190	Council Website	What is important about the area you live in?	Keeping horses	Positive Attributes of the Area	Can keep animals	Noted.	Categorise responses and illustrate findings in chart or graph
191	Council Website	What is important about the area you live in?	Peace and quiet	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
192	Council Website	What is important about the area you live in?	Away from community and council etc	Positive Attributes of the Area	Privacy	Noted.	Categorise responses and illustrate findings in chart or graph
193	Council Website	What is important about the area you live in?	To have our livestock able to graze unhindered	Positive Attributes of the Area	Can keep animals	Noted.	Categorise responses and illustrate findings in chart or graph
194	Council Website	What is important about the area you live in?	Environmental lifestyle	Positive Attributes of the Area	Blend of residential and agricultural uses with biodiversity conservation values	Noted.	Categorise responses and illustrate findings in chart or graph
195	Council Website	What is important about the area you live in?	C4 recognises the environmental and heritage value of Bywong and surrounding regions. This must be maintained at all costs as areas like these are dwindling - impacting flora and fauna both currently existent and impacting the opportunity to enable flora and fauna to flourish in the area. It is one of the few areas that claims to provide a zone that those seeking the amenity that an area such as this supposedly offers; -the peace and quiet and joy of the natural environment.	Issues of Importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
196	Council Website	What is important about the area you live in?	With increasing development there needs to be more stringent rules to ensure strict adherence to council /NSW legislation to protect and grow this heritage, rather than slowly diminish it through a thousand cuts such as that currently being proposed, and requires rapid investigation and enforcement of rules when uncomplimentary activities are conducted.	Issues of Importance to the Community	Compliance and Better Enforcement of Development Controls	Council's Compliance Team will respond to any complaints lodged	No action required
197	Council Website	What is important about the area you live in?	The natural environment - forests, grasslands, native animals, birds and lizards. Our long-term project has been to improve the part of our land that was sheep paddock. We have planted over 7000 trees and shrubs, linking remnant forests and expanding them. We have seen 98 bird species on our block.	Issues of Importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
198	Council Website	What is important about the area you live in?	Natural values	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
199	Council Website	What is important about the area you live in?	Native vegetation	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
200	Council Website	What is important about the area you live in?	The biodiversity	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
201	Council Website	What is important about the area you live in?	The ability to live a quiet, sustainable lifestyle surrounded by nature.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
202	Council Website	What is important about the area you live in?	Close to the amenities of Canberra	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
203	Council Website	What is important about the area you live in?	Community	Positive Attributes of the Area	Community	Noted.	Categorise responses and illustrate findings in chart or graph
204	Council Website	What is important about the area you live in?	Maintain its current lifestyle status	Issues of Importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
205	Council Website	What is important about the area you live in?	The natural visual and rural characteristics that make the district appealing and unique.	Positive Attributes of the Area	Scenic Views	Noted.	Categorise responses and illustrate findings in chart or graph
206	Council Website	What is important about the area you live in?	The natural visual and rural characteristics that make the district appealing and unique.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
207	Council Website	What is important about the area you live in?	The natural environment	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
208	Council Website	What is important about the area you live in?	Human impacts are limited and the natural environment protected by regulation.	Issues of Importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
209	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Rural living	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
210	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Space	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
211	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Ability to conduct agriculture	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
212	Council Website	Why did you choose to live in the Bywong or Wamboin area?	We wanted a place where we wouldn't need to worry about bad behaviour by neighbours. We thought that 40 acres would give us enough of a buffer zone from other people, but it seems as though noise expands to fill the available space, so that there are people shooting guns or riding around unnecessarily on ridiculously loud dirt bikes and other outrages that infringe on our right to live peacefully.	Positive Attributes of the Area	Peaceful	Noted.	Categorise responses and illustrate findings in chart or graph
213	Council Website	Why did you choose to live in the Bywong or Wamboin area?	In 1970 it was affordable.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
214	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Rural area	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
215	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Within close distance to Canberra and easy access to Sydney	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
216	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Initially we bought in Wamboin because we owned some land at Gunning and would go there for weekends. Wamboin was on the north side of Canberra and so getting to our bush block was easier. It turned out that the Wamboin property provided all the escape we needed.	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
217	Council Website	Why did you choose to live in the Bywong or Wamboin area?	For the peace and quiet of the rural area	Positive Attributes of the Area	Peaceful	Noted.	Categorise responses and illustrate findings in chart or graph
218	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Bush blocks	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
219	Council Website	Why did you choose to live in the Bywong or Wamboin area?	To find, and become part of, a cohesive, mutually supportive community.	Positive Attributes of the Area	Community	Noted.	Categorise responses and illustrate findings in chart or graph
220	Council Website	Why did you choose to live in the Bywong or Wamboin area?	The Bywong area is a delightful place to live and raise a family.	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
221	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Proximity to education and employment	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
222	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Freedom and the ability to live a private home life	Positive Attributes of the Area	Privacy	Noted.	Categorise responses and illustrate findings in chart or graph
223	Council Website	Why did you choose to live in the Bywong or Wamboin area?	A strong community	Positive Attributes of the Area	Community	Noted.	Categorise responses and illustrate findings in chart or graph
224	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Natural climate conducive to animal husbandry	Positive Attributes of the Area	Can keep animals	Noted.	Categorise responses and illustrate findings in chart or graph
225	Council Website	Why did you choose to live in the Bywong or Wamboin area?	To be free to do what I wanted on my block	Positive Attributes of the Area	Privacy	Noted.	Categorise responses and illustrate findings in chart or graph
226	Council Website	Why did you choose to live in the Bywong or Wamboin area?	To not be hemmed in by suburbia	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
227	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Rural lifestyle	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
228	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Space	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
229	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Able to have animals, horses, dogs.	Positive Attributes of the Area	Can keep animals	Noted.	Categorise responses and illustrate findings in chart or graph
230	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Peace and quiet	Positive Attributes of the Area	Peaceful	Noted.	Categorise responses and illustrate findings in chart or graph
231	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Away from suburbia and community	Positive Attributes of the Area	Privacy	Noted.	Categorise responses and illustrate findings in chart or graph
232	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Freedom to live how I wish on my land raising livestock and growing our own food	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
233	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Having space for our family to live around our land	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
234	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Peace and quiet	Positive Attributes of the Area	Peaceful	Noted.	Categorise responses and illustrate findings in chart or graph
235	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Nature	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
236	Council Website	Why did you choose to live in the Bywong or Wamboin area?	We chose to live here for the natural Australian environment	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
237	Council Website	Why did you choose to live in the Bywong or Wamboin area?	To encourage the return of local flora and fauna	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
238	Council Website	Why did you choose to live in the Bywong or Wamboin area?	To (hopefully) be surrounded by those who similarly wish to protect the few remaining pockets of local bushland.	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
239	Council Website	Why did you choose to live in the Bywong or Wamboin area?	To escape the city and live in a beautiful, peaceful natural environment	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
240	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Space to be able to plant trees	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
241	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Space	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
242	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Natural values	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
243	Council Website	Why did you choose to live in the Bywong or Wamboin area?	The biodiversity	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
244	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Quiet	Positive Attributes of the Area	Peaceful	Noted.	Categorise responses and illustrate findings in chart or graph
245	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Sustainable lifestyle	Positive Attributes of the Area	Sustainable lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
246	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Close to the amenities of Canberra	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
247	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Close proximity to Canberra	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
248	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Space	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
249	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Lifestyle available	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
250	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Access to a rural lifestyle	Positive Attributes of the Area	Rural Lifestyle	Noted.	Categorise responses and illustrate findings in chart or graph
251	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Within easy travelling distance from Canberra	Positive Attributes of the Area	Close Proximity to Canberra and Other Centres	Noted.	Categorise responses and illustrate findings in chart or graph
252	Council Website	Why did you choose to live in the Bywong or Wamboin area?	For the lower density of human occupation	Positive Attributes of the Area	Large Block Size	Noted.	Categorise responses and illustrate findings in chart or graph
253	Council Website	Why did you choose to live in the Bywong or Wamboin area?	For the relative abundance of native flora and fauna.	Positive Attributes of the Area	Native Flora and Fauna	Noted.	Categorise responses and illustrate findings in chart or graph
254	Council Website	Why did you choose to live in the Bywong or Wamboin area?	Unfortunately we have come to realise that not everyone moves to this area to enjoy the natural environment: some come here just for the space and regard the natural environment merely as an obstacle to be cleared/removed to make way for their 'dream lifestyle'. For this reason, I do not wish to support any changes that make human development easier and subject to less scrutiny.	Issues of Importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
255	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Tennis court?	Suggested Complying Developments not in the Inland Code	Tennis court		
256	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	YES! I would like to see a "Q" or "QUIET" zone where people who would abide by regulations regarding quiet, respectful living could reside. If we could be sure that none of our neighbours would roar around on dirt bikes, shoot guns, blast loud music, allow dogs to bark endlessly, etc., we could probably pare down from 40 acres to 5 acres or less. I think that there would be quite a few people (probably mostly "older", but I wouldn't restrict this on age, since I would have been happy to live in such a place in my 20s) who would like to live in such a place. For older people, it beats some tacky-tacky townhouse in an urban area, or even in Bungendore. Please think about a "Q" Zone!	Suggested Complying Developments not in the Inland Code	Establish a "Q" or "Quiet" Zone	Council must work within the existing State Government structure; the request is not feasible. Suggest enhanced soundproofing measures to the existing residence.	
257	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	All forms of rural pursuits should be available, as for agricultural and grazing activity, and the compatible supporting activity associated with and necessary for grazing and agriculture.	Suggested Complying Developments not in the Inland Code	Uses and activities associated with farming		
258	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Increasingly there are artisan businesses like distilling and brewing and associate craft and food opportunities, these don't currently fall under the definition of "cellar door" but may be considered "home businesses" and so a wider definition for small businesses that offer attractions for tourist visitation along with increasing opportunities for local employment and investment would be good without needing an "industrial" zoning.	Suggested Complying Developments not in the Inland Code	Artisan businesses associated with rural uses		
259	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	I think alterations to a dual occupancy home should be allowed.	Suggested Complying Developments not in the Inland Code	Modifications to an approved dual occupancy		
260	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Bed-and-breakfast accommodation	Suggested Complying Developments not in the Inland Code	Bed and Breakfast accommodation	Bed and Breakfast accommodation is permitted with consent in the C4 Zone	
261	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Home-based childcare	Suggested Complying Developments not in the Inland Code	Home based businesses		
262	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Roadside stalls	Suggested Complying Developments not in the Inland Code	Roadside stalls		
263	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Possibly allowance for an ancillary dwelling, such as a granny flat.	Suggested Complying Developments not in the Inland Code	Secondary dwelling	A secondary dwelling is permitted with consent in the C4 zone.	
264	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	No	Comment or Question	Comment is noted	Noted.	No action required
265	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	No	Comment or Question	Comment is noted	Noted.	No action required
266	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Just general farm building such as sheds etc	Suggested Complying Developments not in the Inland Code	Farm buildings		
267	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	House extensions	Suggested Complying Developments not in the Inland Code	Modifications to an approved primary dwelling		
268	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Redevelopment	Suggested Complying Developments not in the Inland Code	Modifications to an approved primary dwelling	Noted.	
269	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	All complying development should be allowed in ALL of the C4 Environmental Living in Bywong and Wamboin NOT LIMITED TO CLASS 3 LANDS and NOT Limited to properties with a building envelope	Options for Complying Development	New Alternate Options Wanted	As Council does not have funds for further studies or additional surveying and the NSW State Government will not support an amendment to the QPRLEP 2022 to allow complying development in the C4 Environmental Living Zone, this proposal is not feasible.	

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
270	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	No. However, if complying development is allowed in C4, there should be public visibility of projects, similar to the way DAs are visible through the planning portal search/notification function. Without visibility of Complying Development projects, how will neighbours know whether a project is certified with QPRC or just flying under the radar? As an example, our neighbour is conducting destructive activity that appears to be wildly out of the exempt code. As there is no DA for his activities, I can see that his activities are uncompliant and have therefore reported to council (which we appreciate have been acted on-in-part). If Complying Developments are not made public it will be too easy for uncompliant activities to remain unreported as neighbours won't know whether or not approval had been granted. It feels like proposed changes will give council a reprieve from investigating uncompliant activities and enable the further degradation of the area's environmental heritage.	Issues of importance to the Community	Transparency of CDC applications	All applications are lodged on the NSW Planning Portal and their status is tracked. Also, Council's Compliance Team will respond to any complaints lodged.	No action required
271	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	No	Comment or Question	Comment is noted	Noted.	No action required
272	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	No	Comment or Question	Comment is noted	Noted.	No action required
273	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	No	Comment or Question	Comment is noted	Noted.	No action required
274	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	Additions to a second dwelling	Suggested Complying Developments not in the Inland Code	Modifications to an approved secondary dwelling	Noted.	
275	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	No	Comment or Question	Comment is noted	Noted.	No action required
276	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	No.	Comment or Question	Comment is noted	Noted.	No action required
277	Council Website	Viewing the list of complying development that is available in the Inland Code, are there any other types of development that should be available?	No. I consider development options should be minimised in a C4 area, as any development impacts on the natural environment.	Issues of importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
278	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	Disproportionate buildings and development	Types of development that should NOT be available as complying development	Inappropriately scaled development	Noted. This would be assessed at the DA or CDC stage.	No immediate action required.
279	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	Seriously? Anything that permits more NOISE or disrespect for the environment should NOT be available! Our experience in living here for the past 13 years is that there are basically two types of people out here: (1) people who want to enjoy living in a peaceful, quiet environment and (2) people who move here because they think they can do whatever they want, without regard for their neighbours, human or animal, nor for the environment in general. We do not want people in the latter group to get any closer to our boundaries than they already are.	Types of development that should NOT be available as complying development	Impactful and noise generating uses or activities	There are applicable noise regulations in effect. Noise complaints can be investigated and regulations enforced by QPRC's Compliance Team.	No action required
280	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	Seriously? Anything that permits more NOISE or disrespect for the environment should NOT be available! Our experience in living here for the past 13 years is that there are basically two types of people out here: (1) people who want to enjoy living in a peaceful, quiet environment and (2) people who move here because they think they can do whatever they want, without regard for their neighbours, human or animal, nor for the environment in general. We do not want people in the latter group to get any closer to our boundaries than they already are.	Types of development that should NOT be available as complying development	Uses that permanently alter the environment	Noted. The Local Land Services Act 2013 and the Biodiversity Conservation Act 2016 regulate the clearing of native vegetation on rural land in NSW. This legislation establishes categories of land that can/cannot be cleared, specifies allowable activities, and sets out penalties for unauthorised clearing.	No immediate action required.
281	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	no	Comment or Question	Comment is noted	Noted.	No action required
282	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	None	Comment or Question	Comment is noted	Noted.	No action required
283	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	No	Comment or Question	Comment is noted	Noted.	No action required
284	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	Buildings/structures related to intensive farming & other industrial uses. (These are not sufficiently well-defined in the Inland Code documentation provided to prevent from impacting on neighbouring properties and the general rural residential character of the area)	Types of development that should NOT be available as complying development	Intensive farming	Noted.	
285	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	Buildings/structures related to intensive farming & other industrial uses. (These are not sufficiently well-defined in the Inland Code documentation provided to prevent from impacting on neighbouring properties and the general rural residential character of the area)	Types of development that should NOT be available as complying development	Industrial uses	Noted.	
286	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	No	Comment or Question	Comment is noted	Noted.	No action required
287	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	No	Comment or Question	Comment is noted	Noted.	No action required
288	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	No	Comment or Question	Comment is noted	Noted.	No action required

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
289	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	NO	Comment or Question	Comment is noted	Noted.	No action required
290	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	Any permanent changes to the environment should not be available as complying development (ie a chook shed can be taken down easily - but 500m of concrete driveway cannot easily be amended, nor can old trees be restored in a lifetime).	Types of development that should NOT be available as complying development	Uses that permanently alter the environment	Noted. The Local Land Services Act 2013 and the Biodiversity Conservation Act 2016 regulate the clearing of native vegetation on rural land in NSW. This legislation establishes categories of land that can/cannot be cleared, specifies allowable activities, and sets out penalties for unauthorised clearing.	No immediate action required.
291	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	Currently exempt activities are so undefined that some residents will exploit the grey area to conduct activities that others would not define as exempt. (ie a large wood distribution business running up to 12 hr per day 7 days a week requiring land clearing, multiple large machinery and employees, and destruction of public roads due to the constant use of B-double trucks maneuvering into the landowner's driveway on a dangerous bend, was classed by a landowner as 'home business' and therefore exempt- despite noise, vibrations and destruction of land impacting neighbours. It is likely that "complying development" will simply enable some to "push the envelope" still further.	Types of development that should NOT be available as complying development	Impactful and noise generating uses or activities	There are applicable noise regulations in effect. Noise complaints can be investigated and regulations enforced by QPRC's Compliance Team.	No immediate action required.
292	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	Subdivisions	Types of development that should NOT be available as complying development	Subdivisions	The Inland Code does not permit subdivisions to be considered under a complying development pathway.	No action required
293	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	No	Comment or Question	Comment is noted	Noted.	No action required
294	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	The large-scale clearing of land	Types of development that should NOT be available as complying development	Uses that permanently alter the environment	Noted. The Local Land Services Act 2013 and the Biodiversity Conservation Act 2016 regulate the clearing of native vegetation on rural land in NSW. This legislation establishes categories of land that can/cannot be cleared, specifies allowable activities, and sets out penalties for unauthorised clearing.	No immediate action required.
295	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	Destruction of habitat for recreational purposes - such as motorbike/quadbike use.	Types of development that should NOT be available as complying development	Impactful and noise generating uses or activities	Noted. The Local Land Services Act 2013 and the Biodiversity Conservation Act 2016 regulate the clearing of native vegetation on rural land in NSW. This legislation establishes categories of land that can/cannot be cleared, specifies allowable activities, and sets out penalties for unauthorised clearing.	No immediate action required.
296	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	The Inland Code is problematic. It specifies that "development specified for this code may only be carried out within the building envelope specified". Many parcels of land with existing residences do not have building envelopes.	Options for Complying Development	New Alternate Options Wanted	Noted. However, land with High Environmental Value (HEV) must be retained. In the absence of a building envelope, the traditional DA approval pathway for any proposed works will ensure a current assessment of the property is undertaken.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
297	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	Some commercial	Types of development that should NOT be available as complying development	Some commercial uses	Insufficient detail provided.	No action required
298	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	The construction of new dwellings (both one and two storey) or conversion of an existing dwelling to two storeys. I believe a DA should be required for new dwellings where a building envelope does not exist as the Inland Code was not designed to apply to C4 zoned properties and there may be other issues which Council may need to consider when assessing applications.	Types of development that should NOT be available as complying development	Two-storey development	Noted. Given the 6 ha parcel minimum parcel size in C4, it should be possible to site a 2-storey dwelling such that it does not directly impact adjacent properties. This would be assessed at the DA or CDC stage.	No immediate action required.
299	Council Website	Are there any types of development on the Inland Code list that you think should NOT be available as complying development in C4 zoned areas of Bywong and Wamboin?	I consider 2-storey buildings should NOT be available in C4 areas, as they will be too prominent and visible and so detract from the natural rural aspect of this C4 zone, regardless of whether they sit on land rated as 'low biodiversity value'.	Types of development that should NOT be available as complying development	Two-storey development	Noted. Given the 6 ha parcel minimum parcel size in C4, it should be possible to site a 2-storey dwelling such that it does not directly impact adjacent properties. This would be assessed at the DA or CDC stage.	No immediate action required.
300	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	I am still concerned that our neighbours could put something or someone noisy and polluting even closer to our boundaries. It appears that there are some "Class 3" lands between us and one obnoxious neighbour, and I fear they will take advantage of it to park their endlessly barking dogs there, and then we might as well give up and move to the city.	Types of development that should NOT be available as complying development	Impactful and noise generating uses or activities	There are applicable noise regulations in effect. Noise complaints can be investigated and regulations enforced by QPRC's Compliance Team.	No action required
301	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	All activities previously allowed should be permitted, the character and value of the landscape and environment are a product of that, and they are therefore demonstrably beneficial to this Bywong/Wamboin environment.	Options for Complying Development	Amend the Zoning	Previous zoning was 1D Rural Residential under the Yarrowwumla LEP 2002 and no longer exists. Previous reports prepared for Council by an independent planning consultant and independent ecological consultant, indicated that the RS Large Lot Residential Zone was not considered appropriate for the Bywong and Wamboin areas due to a number of factors, such as resultant split-zoned parcels, fragmentation of zoned land, permissibility issues between neighbouring lots with differing zoning, and its usual proximity to outer townships. Council previously resolved to NOT pursue a Planning Proposal to rezone Bywong & Wamboin to RS.	Add to Options Table for consideration
302	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	please turn it on.	Options for Complying Development	Preferred Option not specified, but Support Turning on the Inland Code	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
303	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	Just turn it on without having yet more analysis paralysis.	Options for Complying Development	Preferred Option not specified, but Support Turning on the Inland Code	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
304	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	This is a highly problematic proposal as the vast majority of the lots under consideration have been classified by the highly problematic biois study as class 1 and class 2. It would completely defeat the purpose of the initiative to restricted the initiative only to those areas where the conservation values are low. This proposal seems to reflect an attitude that is not possible to combine viable rural residential living and maintaining and selectively enhancing the conservation values of Wamboin and Bywong. Such an attitude is wrong and problematic.	Options for Complying Development	Preferred Option not specified, but Support Turning on the Inland Code	The intention of the C4 zone is to protect biodiversity, therefore, a complying development approval pathway on lands identified as having high environmental values goes against the intent. The standard DA approval pathway can better assess proposed development in relation to existing biodiversity values.	Tally submissions in support for each option; illustrate findings in a chart or graph

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
305	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	The Biosis Report was largely generated from high-level satellite imagery, and there has been little (if any) attention given to the ground-level range of unique bio-diversity in the area. (My original block report did include the latter, and noted a range of native grasslands and local wildlife worth preserving, and which is not shown in the Biosis Report). The wide expanses of homogeneous Class 3 lands identified in this report, (coincidentally appearing to justify the Scoping/Planning Proposal taken to Council on 8/2/23), are therefore insufficiently detailed to be used as a basis for approving the current Proposal.	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	The initial Biosis Report 2019 and Independent Planning Report was commissioned by Council to consider any areas within the Bywong and Wamboin E4 (now C4) Zone that may be appropriate for an alternative land use zone. The methodology for the study was acceptable to the Biodiversity and Conservation Branch of DPE.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
306	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	Council has not adequately explored options, nor are the options clearly represented. The most significant option only allows complying development for less than 10% of landowners. There must be a better option that enables, as advertised at community consultation, for all residents who wish to be included. Council needs to progress an option for complying development on ALL land currently designated C4 and without requiring a building envelope to be created at approximately \$40k cost per title.	Options for Complying Development	New Alternate Options Wanted	As Council does not have funds for further studies or additional surveying at this time, and the NSW State Government will not support an amendment to the QPRLEP 2022 to allow complying development in the C4 Environmental Living Zone, this proposal is not feasible.	Tally submissions in support for each option; illustrate findings in a chart or graph
307	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	The allocation is totally understated. My neighbour has the Inland Code yet I do not, how is our land any different other than we are separated by a fence line. The entirety of Bywong and Wamboin should be included.	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	The scope of Biosis Report was broad-based and its scope did not intend for ground-truthing of all properties. The methodology for the study was acceptable to the Biodiversity and Conservation Branch of DPE. Council does not have funds available for a further study at this time.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
308	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	The complying developments allowed under the inland code would not significantly threaten the biodiversity of this area. The developments allowed under the inland code would live in harmony with the current biodiversity of the area.	Options for Complying Development	Preferred Option not specified, but Support Turning on the Inland Code	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
309	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	Should be turned on for the whole area NOT LIMITED TO CLASS 3	Options for Complying Development	New Alternate Options Wanted	The intention of the C4 zone is to protect biodiversity, therefore, a complying development approval pathway on lands identified as having high environmental values goes against the intent. The standard DA approval pathway can better assess proposed development in relation to existing biodiversity values.	Tally submissions in support for each option; illustrate findings in a chart or graph
310	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	I prefer "no change" to the current status quo. Land may be "low value" in terms of biodiversity - but extensive development will impact surrounding areas. Perhaps we should encourage the return of biodiversity? I would love QPRC to lead the way in maintaining and promoting a biodiverse area that we can all be proud of.	Options for Complying Development	Maintain the Status Quo; no changes	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
311	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	I hope it doesn't lead to a lot more development, which would detract from the amenity of the area.	Options for Complying Development	Preferred Option not specified, but Support Turning on the Inland Code	Turning on the Inland Code will not lead to a lot more development; it merely provides an alternate and faster approval pathway to the DA approval pathway.	Tally submissions in support for each option; illustrate findings in a chart or graph
312	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	Option 2 still creates uncertainty and the risks of loss of natural values. It will continue to create problems for council, and will require re-visiting in the future.	Options for Complying Development	New Alternate Options Wanted	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
313	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	I am opposed to this option.	Options for Complying Development	New Alternate Options Wanted	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
314	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	The Biosis report, identifies numerous properties with a combination of low and medium and high biodiversity areas on the one property. How will these properties fit within the proposal? Further the Biosis mapping is full of errors reflected in desktop assumptions and extrapolations and has relatively little ground proofing underpinning it. Further a number of properties mapped as medium to high biosecurity based on native tree coverage assessment, actually have low native tree species numbers where "native tree coverage" has counted exotic species, even grape vines in error.	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	The scope of Biosis Report was broad-based and its scope did not intend for ground-truthing of all properties. The methodology for the study was acceptable to the Biodiversity and Conservation Branch of DPE. Council does not have funds available for a further study at this time.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
315	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	What safeguards do the council intend to put in place to ensure that people comply with the intended changes	Issues of Importance to the Community	Compliance and Better Enforcement of Development Controls	Council's Compliance Team will respond to any complaints lodged	No action required
316	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	I do not support turning on the Inland Code for the small group of properties that have been identified as low value (Class 3 lands) in terms of biodiversity as this has the potential to create planning inconsistencies across the district.	Options for Complying Development	New Alternate Options Wanted	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
317	Council Website	Do you have any feedback on 'turning on' the Inland Code to C4 land that has been identified as low value (Class 3 lands) in terms of biodiversity?	I support turning on the Inland Code for land that has been identified as low value (Class 3 lands) in terms of biodiversity, but then ONLY if there is a system of publicly-visible notification (as with DAs currently), so neighbours can know to expect a new complying development next door, rather than have to wonder whether Council is aware of that new structure that has appeared. I suggest this as a brake on "cowboy" residents who try to get away with unpermitted development in the hope that Council will not detect it due to the dispersed rural layout, or that Council will not be able to enforce removal of a structure/activity that is already in place.	Options for Complying Development	Prefer Option 2 - "Turn on" the Inland Code for C4 zoned land only in Bywong and Wamboin	Public notification for complying development will slow down what is intended to be a simpler and faster approval process than the DA approval pathway.	Tally submissions in support for each option; illustrate findings in a chart or graph
318	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	Is the complying development allowed outside the BE?	Comment or Question	Question is noted	No. If there is an existing building envelope on the property and the Inland Code is turned on, development must still be sited within the Building Envelope regardless of the chosen approval pathway.	Clarify in Submissions Report to Council
319	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	I don't like the idea of "getting a Building Envelope created". If people are now 200 meters from us, we don't want them getting a building envelope that is 100 meters from us. We will simply have to move. It really is not at all fair to those of us who bought large properties to try to keep a distance from neighbours!	Options for Complying Development	New Alternate Options Wanted	If Council chooses an option relating to building envelopes, additional details will be provided at the time of public exhibition, including a map of properties with a building envelope.	If Council supports an option that relies on building envelopes, a map will be prepared for public exhibition indicating where they are located.
320	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	please turn it on	Options for Complying Development	Preferred Option not specified, but Support Turning on the Inland Code	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
321	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	The concept of building envelopes is outdated and restrictive of innovation and progress. Just have a look at where NZ'ers build houses to get an idea of what is possible and often amazing. Our dull restrictive attitude makes for dull solutions.	Options for Complying Development	New Alternate Options Wanted	Noted; however, Council must work within the State Government framework.	Consider alternate options.

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
322	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	I fully agree with the proposal to turn on the Inland Code for C4 land where a building envelope is in place. That does not, in any way, meet the requirements of the vast majority of the people in the C4 zone in Wamboin and Bywong since our properties do not have building envelopes. It would be highly inappropriate, and discriminatory, to require those of us whose blocks were created before building envelopes became a thing in this area to spend huge amounts of money to have building envelopes surveyed and created. Issues of fairness, of equity, need to be prominent in this land use planning review. Some form of complying development is required for all the blocks in the Bywong and Wamboin C4 zoned area, not just for a select few.	Options for Complying Development	New Alternate Options Wanted	Council must work within the State Government framework and does not have funds for further studies, surveying etc.	Tally submissions in support for each option; illustrate findings in a chart or graph
323	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	More detail is needed regarding parameters/restrictions related to creating new building envelopes. Also how Council will manage the limitation of exempt/complying development to new/existing building envelopes. (For detached developments in particular)	Options for Complying Development	Further Consultation is Needed	If Council chooses an option relating to building envelopes, additional details will be provided at the time of public exhibition, including a map of properties with a building envelope. The costs of surveying, registration of a notice on title, and any additional costs associated with the creation of a new building envelope would be the responsibility of the property owner as Council does not have funds available for this to occur or to undertake additional studies.	Clarify in Submissions Report to Council
324	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	Council has not adequately explored options, nor are the options clearly represented. The most significant option only allows complying development for less than 30% of landowners. There must be a better option that enables, as advertised at community consultation, for all residents who wish to be included. Council needs to progress an option for complying development on ALL land currently designated C4 and without requiring a building envelope to be created at approximately \$40k cost per title.	Options for Complying Development	New Alternate Options Wanted	Noted. Council must work within the State Government framework and does not have funds for further studies, surveying etc. Turning on the Inland Code for all C4 zoned land in Bywong & Wamboin is not feasible due to the presence of High Environmental Value lands and is not supported by DPE Biodiversity and Conservation.	Consider alternate options.
325	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	Building envelopes should be retained.	Issues of Importance to the Community	Protection of Biodiversity	Existing building envelopes are registered on title and there is no plan to remove them.	No action required
326	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	Should be no problem to turn on the Inland Code with a building envelope.	Comment or Question	Comment is noted	Agreed.	No action required
327	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	All individual properties should be entitled to a building envelope	Issues of Importance to the Community	Protection of Biodiversity	There is nothing preventing an owner from having a building envelope surveyed on their property and registered on title. All costs would have to be borne by the owner.	No action required
328	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	should be turned on for the whole area	Options for Complying Development	Preferred Option not specified, but Support Turning on the Inland Code		Tally submissions in support for each option; illustrate findings in a chart or graph
329	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	I prefer "no change" to the current status quo.	Options for Complying Development	Maintain the Status Quo; no changes	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
330	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	I approve.	Options for Complying Development	Prefer Option 3 - "Turn on" the Inland Code for C4 zoned land only with a building envelope in Bywong and Wamboin to allow complying development	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
331	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	Option 3 - Building envelope only - is the simplest and clearest option. It reduces confusion and the impost on council, and provides certainty to neighbors	Options for Complying Development	Prefer Option 3 - "Turn on" the Inland Code for C4 zoned land only with a building envelope in Bywong and Wamboin to allow complying development	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
332	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	I think this is the best option.	Options for Complying Development	Prefer Option 3 - "Turn on" the Inland Code for C4 zoned land only with a building envelope in Bywong and Wamboin to allow complying development	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
333	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	Bywong Wamboin was developed in the 1970s. Very few parcels have building envelopes. Any proposal requiring building envelopes or the application for building envelopes is flawed.	Options for Complying Development	New Alternate Options Wanted	Building envelopes have been required for new developments in Bywong / Wamboin since the 1980s. There are approximately 1350 parcels with building envelopes.	Tally submissions in support for each option; illustrate findings in a chart or graph
334	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	No	Comment or Question	Comment is noted	Noted.	No action required
335	Council Website	Do you have any feedback on 'turning on' the Inland Code for C4 land that already have a Building Envelope or will get a Building Envelope created?	I do not support this option. If this option is carried forward, I suggest there should be a system of publicly-visible notification (as with DAs currently), so neighbours can know to expect a new complying development next door, rather than have to wonder whether Council is aware of that new structure that has appeared. I suggest this as a brake on 'cowboy' residents who try to get away with unpermitted development in the hope that Council will not detect it due to the dispersed rural layout, or that Council will not be able to enforce removal of a structure/activity that is already in place.	Options for Complying Development	New Alternate Options Wanted	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
336	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	I'm still interested as to how the block next to me was approved.	Comment or Question	Comment is noted	Owner's property information not provided, therefore, cannot determine parcel in question. Notwithstanding, comment does not address the question being asked.	No action required
337	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	We definitely have areas of high biodiversity, and we cherish them. We cherish every living thing that is on our property, and we do not want any of these creatures or plants threatened.	Issues of Importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
338	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	The mapping of these areas is laughable. Adjoining blocks of the same bio habitat are classified differently, radiata pine (aka 'the green weed') is classified as high value!! This was all crappy worn out sheep country 50 years ago with approximately zero biodiversity. Some regrowth, but mostly plantings (of mainly non-natives) have changed that and made it aesthetically if not environmentally more attractive.	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	The scope of Biosis Report was broad-based and it was not intended that all properties would be ground-truthed, therefore, the possibility of anomalies exist. Council does not have funds available for a further study at this time.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
339	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	I found the map to be curious in that it appears to identify area with high tree cover as high biodiversity value but area of more open grassland of low value. Looking at how the wildlife of the region use both the open and covered areas I would think it is difficult to allocate the values along property boundary lines as has been done. Also the assumption that small business like artisan production and manufacturing or other small pursuits are incompatible to environmental values also seems to be strange. QPRC should also be considering the opportunities to also support local business, investment and job creation in the rural landscape rather than only in urban or industrial areas which is not where tourists want to be necessarily.	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	The following uses are already permitted in C4 with consent: Agritourism; Bed & breakfast accommodation; Business identification signs; Cellar door premises; Farm stay accommodation; Function centres; Home-based child care; Home industries; Neighbourhood shops; Plant nurseries; Recreation areas; Restaurants or cafes; Roadside stalls.	No immediate action required. Lodgement of a DA for any proposed works will ensure a current and detailed assessment of the property is undertaken.
340	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	Nil. The land was a wasteland from sheep farming and regenerating slowly. There are many non native trees and shrubs in Wamboin which certainly help with making this shaley soilless land look better and provide shelter for birds etc. but it is a far cry from what it would have looked like before being cleared for "farming"!	Comment or Question	Comment is noted	Noted.	No action required
341	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	As noted above, my original block report showed significant areas of biodiversity, in particular native grasslands and local wildlife.	Issues of Importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
342	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	The biodiversity study does not adequately represent my land. Yes, we have trees and wonderful wildlife-but the vast majority of our land is open horse pasture. The blanket application of biodiversity label which now precludes this development is not only unfortunate, it is unfair.	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	Insufficient detail provided.	No action required
343	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	I have none, yet deemed not suitable for the inland code.	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	Insufficient detail provided.	No action required
344	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	Part of our property is native forest and part was ring-barked for sheep paddock. Our long-term project has been to improve the part of our land that was sheep paddock. We have planted over 7000 trees and shrubs, linking remnant forests and expanding them and creating a large, mostly native, garden. We have seen 98 bird species on our property.	Issues of Importance to the Community	Encourage return of native flora and fauna	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
345	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	We are on 10 acres of what would be perceived as 'low quality' land. When the estate was subdivided, our 10 acres had one tree on it. The previous owners and ourselves have invested in revegetation with predominantly native flora. Since we bought the property 2 years ago, we have identified 76 species of birds observed on our property. We all have a responsibility to look after this land.	Issues of Importance to the Community	Encourage return of native flora and fauna	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
346	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	My property is a sheep and cattle grazing, and horse property. It has a long history of pasture improvement, and hay bailing. The land has been used for these purposes for over 100 years. Tree coverage includes scores of mature pinus radiata which were planted for wind breaks over 60 years ago. They do not represent high value biodiversity. Quite the opposite.	Biosis Report and mapping	Biosis Report and Biodiversity mapping is flawed	Noted. The scope of Biosis Report was broad-based and it was not intended that all properties would be ground-truthed, therefore, the possibility of anomalies exist. Council does not have funds available for a further study at this time.	No action required
347	Council Website	Is there any specific information about your property, such as areas of high biodiversity, that you would like to share? If you are providing information about your property, please include your address in your response.	While not rated by Biosis as having low biodiversity value, I can't say whether this land has a high biodiversity value. However, it has a range of plants and animal species that are all potentially impacted by human activity, and for this reason I consider development options in the C4 zone need to be tightly regulated.	Issues of Importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
348	Council Website	If you have any further comments on the proposal, please provide them here:	YES! I would like to be able to view our property and all the contiguous ones with their "Building Envelopes" defined. I have tried looking at your mapping tools, but they do not provide this information. If we could view this, it is possible that some of our fears would be allayed. But right now we are terrified that neighbours who are obnoxious will become even more so if they are able to build closer to our home. Providing adequate information, rather than simply terrifying people, would be a responsible act on your part.	Comment or Question	Comment is noted	Building envelopes are registered on title as a Section 88B Instrument and shown on the Deposited Plan. A copy can be obtained through the Land Title Office. Should Council resolve to proceed with an option relating to building envelopes, additional information would be provided at the time of public exhibition, including a map showing existing building envelopes.	If Council supports an option that relies on building envelopes, a map will be prepared for public exhibition indicating where they are located.
349	Council Website	If you have any further comments on the proposal, please provide them here:	The range of activities/improvements requiring a DA are a farce, and make council look ridiculous. The proposal for complying developments goes some way to rectifying this, but maybe does not go far enough.	Options for Complying Development	New Alternate Options Wanted	Noted. Council must work within the State Government framework and does not have funds for further studies, surveying etc. A building envelope cannot be established or enforced without it being surveyed and its restrictions registered on title.	Consider alternate options.
350	Council Website	If you have any further comments on the proposal, please provide them here:	Please expand the allowable uses so that home based businesses might expand into small business that also assist to bring people into the rural zones and combine both rural living and being able to make a living in the same zone.	Issues of Importance to the Community	Employment	Home businesses and Home occupations are permitted without consent in the C4 zone; Home industries are permitted with consent in C4 (refer to QPRLEP 2022 for definitions)	No action required
351	Council Website	If you have any further comments on the proposal, please provide them here:	Nil	Comment or Question	Comment is noted	None	No action required

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
Attachment 3 - Submission Register (Continued)

Submission Register

Row No.	Source	Workshop / Survey Question (if applicable)	Submitter Comment	Header Issue	Sub-Issue	QPRC Response	Action Detail
352	Council Website	If you have any further comments on the proposal, please provide them here:	I am highly attracted to the proposal that an innovative system be developed and implemented, rather than simply trying to fit the unique requirements of Wamboin and Bywong into the existing, highly flawed, sets of constraints. The options given above do not show this kind of innovative thinking. I note the suggestion that something in the nature of a building envelope be made available to all blocks, with its dimensions related to the size of the block and the location thereon of the dwelling house, without each block being surveyed, etc. The fact that this is not part of the current land use planning system is no reason that something along these lines should not be pursued both within Council, and with the State government. Thank you for providing an opportunity to have input on this important matter.	Options for Complying Development	New Alternate Options Wanted	Noted. Council must work within the State Government framework and does not have funds for further studies, surveying etc. A building envelope cannot be established or enforced without it being surveyed and its restrictions registered on title.	Consider alternate options.
353	Council Website	If you have any further comments on the proposal, please provide them here:	Whereas the inclusion of some of the proposed complying development types may not significantly change the valued character of the area, some most definitely have the potential to do so. Noting that a previous proposal to rezone the area was soundly defeated in Council, and that this proposal appears to be a re-badging of some aspects of the former proposal, it is not reasonable to adversely affect the majority of the community to favour a vocal few.	Issues of Importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
354	Council Website	If you have any further comments on the proposal, please provide them here:	Thank you for progressing this consultation.	Comment or Question	Comment is noted	Support is noted.	
355	Council Website	If you have any further comments on the proposal, please provide them here:	Turing on the inland code is a good idea for the rural aspect of lifestyle in the area. To be able to build complying animal shelters and farm sheds is important. I understand the need for complying to a set of standards; such as setbacks, non reflective materials, minimum land area etc, but it takes too long and is a difficult and expensive process a to get a DA when animals require shelter for welfare reasons. The animals will be very cold, wet and/or hot before the DA is approved in 9 to 12 months!! Farm machinery, vehicles and chemicals need to be safe and locked up for legal compliance and theft reduction, it can not wait up to 12 months! Turing on the Inland Code for complying development would solve these problems and the huge backlog of DA's waiting approval would diminish.	Options for Complying Development	Preferred Option not specified, but Support Turing on the Inland Code	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
356	Council Website	If you have any further comments on the proposal, please provide them here:	In 2015 the NSW lands dept said that there would be no problem having the complying development for the whole of C4 of Bywong and Wamboin. Prefer no change.	Comment or Question	Comment is noted	There is no NSW Lands Dept and the statement cannot be verified.	No action required
357	Council Website	If you have any further comments on the proposal, please provide them here:	Our experience is Council is currently seems unable to respond to complaints of apparent uncompliant activities or protect environmental areas from degradation in a reasonable time frame. It is likely that bending to the noisy wheels in the community will allow many to push boundaries even further and, if activities are not made public (ie through the DA portal), neighbours won't know whether approval has been granted and less likely to report.	Issues of Importance to the Community	Compliance and Better Enforcement of Development Controls	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
358	Council Website	If you have any further comments on the proposal, please provide them here:	I propose you go back to the drawing board and offer other more feasible options, which may include a combination of parts of the options offered.	Options for Complying Development	New Alternate Options Wanted	Noted. Council must work within the State Government framework and does not have funds for further studies, surveying etc.	Consider alternate options.
359	Council Website	If you have any further comments on the proposal, please provide them here:	The main thing is to ensure that the current lifestyle remains into the future	Issues of Importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph
360	Council Website	If you have any further comments on the proposal, please provide them here:	Important biodiversity values of the Bywong/Wamboin area C4 zone are spread across the area, and are an aggregate of the many properties that have been created by humans. I believe human development needs to be closely regulated, to prevent serious damage to the area's overall biodiversity through 'a thousand cuts' of small-scale development happening on a large number of residential plots over time.	Issues of Importance to the Community	Protection of Biodiversity	Noted.	Tally submissions in support for each option; illustrate findings in a chart or graph

QUEANBEYAN-PALERANG REGIONAL COUNCIL

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ITEM 9.3 SUBMISSIONS REPORT ON SCOPING PROPOSAL FOR
COMPLYING DEVELOPMENT IN THE C4
ENVIRONMENTAL LIVING ZONE - BYWONG AND
WAMBOIN

ATTACHMENT 4 OPTIONS TABLE – ASSESSMENT OF PROPOSED OPTIONS
TO ENABLE COMPLYING DEVELOPMENT

Options for Complying Development in the C4 Zone – Bywong & Wamboin

Option	Description	Pros	Cons	Planning Officer Comment
1	“Turn on” the Inland Code for all C4 zoned land in the LGA to allow complying development (includes Bywong Wamboin, Royalla, Carwoola, Greenleigh, Ridgeway + more)	<ul style="list-style-type: none"> - Fair and equitable application across all C4 zoned land in the LGA 	<ul style="list-style-type: none"> - A detailed biodiversity study would be required for the entire LGA to identify the low value land where complying development could be supported. - Study would have to be undertaken by specialist consultants at a major cost to Council 	<ul style="list-style-type: none"> - Blanket application of complying development in C4 is not supported by DPHI. - The extensive cost and time required for a study is disproportionate to the end benefit of an additional development approval pathway.
2	“Turn on” the Inland Code for C4 zoned land only in Bywong and Wamboin	<ul style="list-style-type: none"> - There is an existing biodiversity study (Biosis Study) that could be used as a basis to identify land where complying development could be supported. 	<ul style="list-style-type: none"> - Individual property owners have identified inaccuracies and anomalies in the data and mapping. This is not unexpected as the scope of the Biosis Study was broad based and its original purpose was a zoning review. - Will only benefit a relatively small proportion of landowners with C4 zoned property within the LGA. 	<ul style="list-style-type: none"> - The original purpose of the 2019 Biosis Study was to undertake a land use zoning review (in conjunction with an independent Planning Study) and consider any areas within the Bywong and Wamboin E4 (now C4) Zone that may be appropriate for an alternative land use zone. The 2022 follow up Biosis Study was to undertake further detailed field investigations on C4 zoned land in the study area mapped as supporting Class 3 biodiversity values. - Complying development to be limited to land identified as low value (Class 3 lands). - This Option could be undertaken with relative ease and is supported by DPIE, however, it is not fair and equitable amongst all C4 zoned property within the LGA.
3	“Turn on” the Inland Code for C4 zoned land only with a building envelope in Bywong and Wamboin to allow complying development	<ul style="list-style-type: none"> - Relatively easy to do. - Complying development within the Building Envelope is supported by DPHI. 	<ul style="list-style-type: none"> - Owners of properties created prior to the requirement for a building envelope (ie. prior to 1980) would not be able to take advantage of this option. - Cost to individual land owners for Building Envelope creation (Site specific study, survey, application and registration). - Site specific studies would be required on land without a Building Envelope if the Inland Code is to be applied to that land. 	<ul style="list-style-type: none"> - The purpose of the Scoping Proposal is to provide a lower impact, faster track to an approval for complying development. This would achieve the purpose but only a relatively small proportion of landowners with C4 zoned property in Bywong & Wamboin, and within the entire LGA, could benefit. - Lodging a DA via the traditional approval pathway is still an available option for owners of C4 zoned land without a building envelope.
4	Rezone C4 Zoned lands in Bywong and Wamboin to R5 Large Lot Residential	<ul style="list-style-type: none"> - Complying development may be considered in the R5 Zone. 	<ul style="list-style-type: none"> - Does not afford the best opportunity to protect High Value Environmental lands. - Rezoning is a lengthy process. 	<ul style="list-style-type: none"> - Council previously considered the rezoning option and retained the services of a Planning Consultant and Ecological Consultant to assess the proposal. Rezoning was not recommended and the proposal did not proceed.

9.3 Submissions Report on Scoping Proposal for Complying Development in the C4 Environmental Living Zone - Bywong and Wamboin
 Attachment 4 - Options Table – Assessment of Proposed Options to Enable Complying Development (Continued)

				- Blanket rezoning is unlikely to be supported by DPHI, as it could pose a greater risk to High Value Environmental land and it considers C4 to be the most appropriate zoning for the area.
5	Use the Asset Protection Zone (APZ) zone (ie 70m) from the primary residence as a complying development footprint	- Easy to implement once APZ confirmed	- Owners would need to confirm their APZ if unknown; may need to engage a Bushfire Hazard consultant.	- Could be used as part of a hybrid approach (see Option 10).
6	Use a set radius from the primary residence as a complying development footprint	- Easy to implement once the set radius is determined	- Approach is untested.	- Could be used as part of a hybrid approach (see Option 10).
7	Use a set percentage of the block to remain vegetated (ie 75%) and the remainder (25%) for a complying development footprint	- Easy to interpret.	- Does not ensure protection of lands with High Environmental Value - How best to determine the 75%/25% boundaries? - Could present a problem for compliance and enforcement. - Overly generous; 25% of a 6 Ha+ block can accommodate a lot of complying development.	- Unlikely to be supported by DPHI or BCD, as it could pose a greater risk to High Value Environmental land - Could be used as part of a hybrid approach (see Option 10).
8	For properties that do not have a building envelope, treat the entire property as the building envelope.	- Owner can build wherever they like.	- Affords no environmental protection whatsoever.	- Is contrary to the intent of the C4 Zone and is not supported - Will not be supported by DPHI or BCD.
9	Maintain the status quo; no changes	- Affords the best opportunity to protect High Value Environmental lands because the traditional DA approval pathway will require submission of an Environmental Impact Statement, a site plan and design drawings, plus the Assessing Officer will undertake a sight inspection. - Fair and equitable application across all C4 zoned land in the LGA.	- Does not provide the sought after alternate approval pathway for complying development in the C4 Zone in Bywong and Wamboin.	- Is supported by DPHI and BCD.
10	Hybrid Approach - turn on Inland Code for specific development types - use in combination with other controls, ie. distance from primary residence, building envelope, lot coverage, HEV mapping etc.	- Can tailor specific uses to Bywong & Wamboin - Could potentially be applied across all C4 zoned parcels in the LGA if an appropriate combination of factors is applied.	- Approach is untested.	- This approach has the potential to satisfy the majority of stakeholder concerns through careful consideration of complying development that is appropriate to, and wanted by, the Bywong & Wamboin communities. When the appropriate uses identified are considered in combination with a range of controls for protection of HEV lands, such as those in suggested in the above options 5,6 and 7, the risk to HEV lands is negligible.

QUEANBEYAN-PALERANG REGIONAL COUNCIL

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ITEM 9.4 PROCEDURE FOR PROPONENT INITIATED PLANNING
PROPOSALS

ATTACHMENT 1 PROCESS DIAGRAM - PROPONENT INITIATED PLANNING
PROPOSALS



Attachment 1: Revised Proponent-Initiated Planning Proposal Process Diagram

Stage 1 Pre-lodgement	Scoping proposal lodged with Council
	Generate invoice
	Land-use planning team undertake initial assessment
	Generate referrals (Internal/external)
	Pre-lodgement meeting
	Council provides written advice to proponent
Stage 2 Lodgement and assessment	Planning proposal & background studies lodged with Council
	Generate invoice
	Land-use planning team undertake comprehensive assessment
	Prepare report for Council determination
	Council resolution on planning proposal <ul style="list-style-type: none"> - Not supported (Proponent can request a Rezoning review) - Supported (Council request gateway determination)
	Notify proponent
Stage 3 Gateway Determination	DPHI undertake assessment
	Gateway decision <ul style="list-style-type: none"> - Not supported (Proponent or Council can request Gateway review) - Supported (Council receives Gateway Determination)
Stage 4 Post-gateway	(If required)
	Council and proponent action conditions of Gateway Determination (If required)
	Council consults with authorities and government agencies (If required)
	DPHI confirms satisfaction with Gateway Determination conditions
Stage 5 Public exhibition and assessment	Public exhibition in accordance with Gateway Determination
	Land-use planning team undertake assessment of submissions and proposal
	Prepare report for Council determination
	Council resolution <ul style="list-style-type: none"> - Not supported (Council notify DPHI) - Supported (Proceeds to finalisation)
Stage 6 Finalisation	(When delegated)
	Council prepares LEP/Maps and notifies DPHI
	Plan notified and come into effect

Ref: 2571328

QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

22 MAY 2024

ITEM 9.6 INVESTMENT REPORT - APRIL 2024

ATTACHMENT 1 INVESTMENT REPORT PACK - APRIL 2024



Investment Report Pack

Queanbeyan-Palerang Regional Council

At 30 April 2024



Contents

1. Budget vs Actual Interest Income 1 July 2023 to 30 June 2024
2. Portfolio Valuation At 30 April 2024
3. Portfolio Compliance At 30 April 2024
4. Portfolio Statistics For Period Ending 30 April 2024
5. Portfolio Fossil Fuel Summary For Period Ending 30 April 2024



1. Budget vs Actual Interest Income 1 July 2023 to 30 June 2024

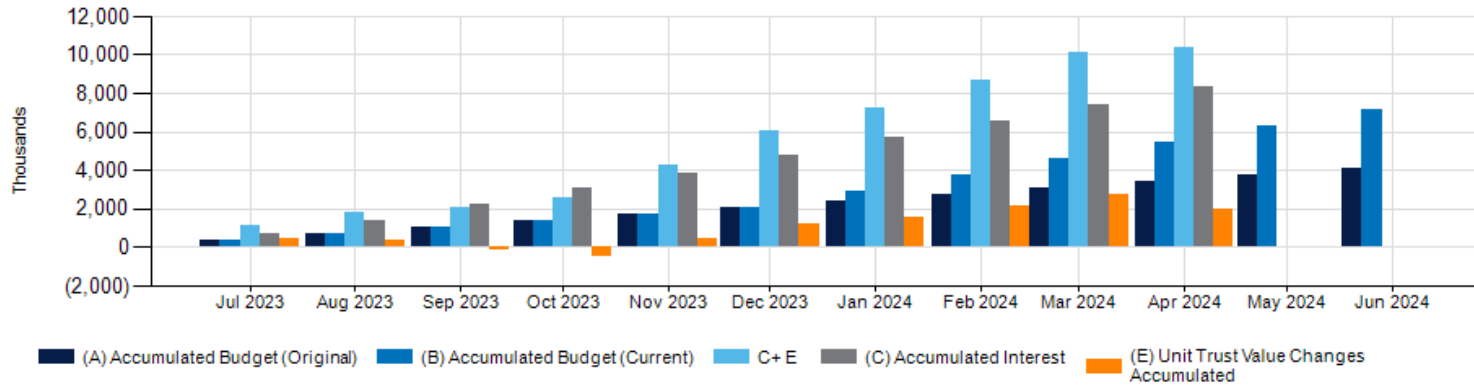
Month / Year	(A) Income Interest Budget (Original) Running Total	Interest Income Budget (Current) For Month	(B) Interest Income Budget (Current) Running Total	(T) Interest Income Received/Accrued For Month	(C) Interest Income Received/Accrued Running Total	Accrued Interest Acquired For Month	Accrued Interest Acquired Running Total	(U) Unit Trust Market Value Changes	(E) Unit Trust Market Value Changes Running Total	'Return' For Month (T + U)
Jul 2023	343,686.00	343,685.88	343,685.88	708,268.31	708,268.31	0.00	0.00	409,130.65	409,130.65	1,117,398.96
Aug 2023	687,372.00	343,685.88	687,371.76	742,946.31	1,451,214.62	0.00	0.00	(11,200.36)	397,930.29	731,745.95
Sep 2023	1,031,058.00	343,685.88	1,031,057.64	777,274.13	2,228,488.75	(29,550.00)	(29,550.00)	(548,414.06)	(150,483.77)	228,860.07
Oct 2023	1,374,744.00	343,685.88	1,374,743.52	823,919.47	3,052,408.22	(46,440.00)	(75,990.00)	(331,377.16)	(481,860.93)	492,542.31
Nov 2023	1,718,430.00	343,685.88	1,718,429.40	810,852.75	3,863,260.97	(9,002.80)	(84,992.80)	896,125.94	414,265.01	1,706,978.69
Dec 2023	2,062,116.00	343,685.88	2,062,115.28	897,928.49	4,761,189.46	(15,210.00)	(100,202.80)	822,044.94	1,236,309.95	1,719,973.43
Jan 2024	2,405,802.00	843,685.95	2,905,801.23	888,943.88	5,650,133.34	(12,690.00)	(112,892.80)	345,044.01	1,581,353.96	1,233,987.89
Feb 2024	2,749,488.00	843,685.95	3,749,487.18	836,319.23	6,486,452.57	(10,320.00)	(123,212.80)	586,480.90	2,167,834.86	1,422,800.13
Mar 2024	3,093,174.00	843,685.95	4,593,173.13	924,136.50	7,410,589.07	0.00	(123,212.80)	544,991.46	2,712,826.32	1,469,127.96
Apr 2024	3,436,860.00	843,685.95	5,436,859.08	895,065.64	8,370,490.75	(99,380.00)	(222,592.80)	(705,799.30)	2,007,027.02	189,266.34
May 2024	3,780,546.00	843,685.95	6,280,545.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jun 2024	4,124,232.00	843,685.95	7,124,230.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		7,124,230.98	8,305,654.71			(222,592.80)		2,007,027.02		10,312,681.73

Notes on Table Above

1A. The numbers shown in Column T are the accrual interest amounts for that month combined with the At Call Deposit, Unit Trust and Unassigned interest and distribution income received during that month.

1B. The accruals shown in this section have been calculated using each security's coupon schedule.

Accumulated Budget vs Actual (Accruals Based Upon Coupon Payment Schedules)





2. Portfolio Valuation At 30 April 2024

Fixed Interest Security	Security Rating	ISIN	Face Value Original	Bond Factor	Face Value Current	Capital Price	Accrued Interest Price	Unit Price Notional	Unit Count	Market Value	% Total Value	Running Yield	Weighted Running Yield
31 Day Notice Account													
AMP 31 Day Ntc	S&P BBB		919,464.73	1.00000000	919,464.73	100.000	0.000			919,464.73	0.36%	5.20%	
			919,464.73		919,464.73					919,464.73	0.36%		5.20%
At Call Deposit													
AMP QPRC At Call	S&P ST A2		77.96	1.00000000	77.96	100.000	0.000			77.96	0.00%	3.30%	
BENAU transaction At Call	Moodys A3		33,530.73	1.00000000	33,530.73	100.000	0.000			33,530.73	0.01%	0.00%	
NAB At Call	S&P AA-		13,985,347.37	1.00000000	13,985,347.37	100.000	0.000			13,985,347.37	5.49%	3.90%	
NAB General At Call	S&P AA-		3,930,710.76	1.00000000	3,930,710.76	100.000	0.000			3,930,710.76	1.54%	4.35%	
NAB Links At Call	S&P AA-		1,714,115.64	1.00000000	1,714,115.64	100.000	0.000			1,714,115.64	0.67%	4.35%	
			19,663,782.46		19,663,782.46					19,663,782.46	7.71%		4.02%
Covered Floating Bond													
BENAU 1.15 16 Jun 2028 COVEREDFLO	Moodys Aaa	AU3FN0078846	6,000,000.00	1.00000000	6,000,000.00	100.699	0.648			6,080,820.00	2.39%	5.48%	
ING 0.98 08 Dec 2025 COVEREDFLO	Moodys Aaa	AU3FN0074175	3,500,000.00	1.00000000	3,500,000.00	100.693	0.774			3,551,345.00	1.39%	5.33%	
			9,500,000.00		9,500,000.00					9,632,165.00	3.78%		5.43%
Fixed Rate Bond													
ANZ 4.95 11 Sep 2028 Fixed	S&P AA-	AU3CB0302404	3,000,000.00	1.00000000	3,000,000.00	99.718	0.673			3,011,730.00	1.18%	4.97%	
BOQ 4 29 Oct 2025 Fixed	S&P A-	AU3CB0288843	2,840,000.00	1.00000000	2,840,000.00	98.046	0.011			2,784,818.80	1.09%	4.11%	
MACQ 1.7 12 Feb 2025 Fixed	S&P A+	AU3CB0270387	6,000,000.00	1.00000000	6,000,000.00	97.515	0.364			5,872,740.00	2.30%	1.66%	
NTTC 0.8 15 Jun 2024 - Issued 16 Mar 2021 - Queanbeyan Regional Council Fixed	Moodys Aa3		5,000,000.00	1.00000000	5,000,000.00	100.000	0.701			5,035,050.00	1.97%	0.80%	
NTTC 1.1 15 Dec 2024 - Issued 16 Sep 2020 Fixed	Moodys Aa3		3,000,000.00	1.00000000	3,000,000.00	100.000	0.413			3,012,390.00	1.18%	1.10%	
NTTC 1.1 15 Jun 2025 - Issued 16 Mar 2021 - Queanbeyan Regional Council Fixed	Moodys Aa3		5,000,000.00	1.00000000	5,000,000.00	100.000	0.964			5,048,200.00	1.98%	1.10%	
SunBank 2.5 25 Jan 2027 Fixed	S&P A+	AU3CB0285955	5,000,000.00	1.00000000	5,000,000.00	93.481	0.659			4,707,000.00	1.85%	2.66%	
SunBank 4.8 14 Dec 2027 Fixed	S&P A+	AU3CB0294957	3,000,000.00	1.00000000	3,000,000.00	98.813	1.810			3,018,690.00	1.18%	4.88%	
UBS Aust 5 12 May 2028 Fixed	S&P A+	AU3CB0299378	3,000,000.00	1.00000000	3,000,000.00	97.969	2.335			3,009,120.00	1.18%	5.01%	
			35,840,000.00		35,840,000.00					35,499,738.80	13.92%		2.56%
Floating Rate Deposit													
Westpac 0.98 03 Jul 2024 1827DAY FRD	S&P ST A1+		5,000,000.00	1.00000000	5,000,000.00	100.000	0.390			5,019,516.55	1.97%	5.28%	
			5,000,000.00		5,000,000.00					5,019,516.55	1.97%		5.28%
Floating Rate Note													



Auswide 1.5 17 Mar 2026 FRN	Moodys Baa2	AU3FN0076352	2,000,000.00	1.00000000	2,000,000.00	100.237	0.690	2,018,540.00	0.79%	5.84%
BAL 1.7 21 Feb 2028 FRN	S&P BBB+	AU3FN0085031	4,000,000.00	1.00000000	4,000,000.00	100.607	1.140	4,069,880.00	1.60%	5.99%
BOQ 1.35 27 Jan 2027 FRN	S&P A-	AU3FN0074662	3,000,000.00	1.00000000	3,000,000.00	100.890	0.016	3,027,180.00	1.19%	5.72%
BENAU 1.35 27 Jan 2027 FRN	S&P A-	AU3FN0074563	5,000,000.00	1.00000000	5,000,000.00	100.941	0.016	5,047,850.00	1.98%	5.74%
CBA 1.15 13 Jan 2028 FRN	S&P AA-	AU3FN0074514	3,500,000.00	1.00000000	3,500,000.00	101.303	0.226	3,553,515.00	1.39%	5.51%
CBA 0.95 17 Aug 2028 FRN	Moodys Aa3	AU3FN0080396	3,750,000.00	1.00000000	3,750,000.00	100.649	1.029	3,812,925.00	1.50%	5.29%
RABOCOOP 1.15 21 Nov 2028 FRN	S&P A+	AU3FN0083119	3,750,000.00	1.00000000	3,750,000.00	100.806	1.036	3,819,075.00	1.50%	5.48%
HSBCSyd 0.83 27 Sep 2024 FRN	S&P AA-	AU3FN0050498	4,000,000.00	1.00000000	4,000,000.00	100.190	0.482	4,026,880.00	1.58%	5.17%
HSBCSyd 1.1 25 Aug 2027 FRN	Moodys Aa3	AU3FN0071015	3,750,000.00	1.00000000	3,750,000.00	100.819	0.953	3,816,450.00	1.50%	5.44%
HSBCSyd 1.05 03 Mar 2028 FRN	Moodys Aa3	AU3FN0075792	5,000,000.00	1.00000000	5,000,000.00	100.551	0.842	5,069,650.00	1.99%	5.38%
MACQ 0.84 12 Feb 2025 FRN	S&P A+	AU3FN0052908	3,000,000.00	1.00000000	3,000,000.00	100.321	1.108	3,042,870.00	1.19%	5.19%
MACQ 0.48 09 Dec 2025 FRN	S&P A+	AU3FN0057709	2,000,000.00	1.00000000	2,000,000.00	99.844	0.661	2,010,100.00	0.79%	4.83%
NAB 1.2 25 Nov 2027 FRN	S&P AA-	AU3FN0073896	4,400,000.00	1.00000000	4,400,000.00	101.460	0.971	4,506,964.00	1.77%	5.54%
NAB 1 12 May 2028 FRN	S&P AA-	AU3FN0077830	6,300,000.00	1.00000000	6,300,000.00	100.759	1.143	6,419,826.00	2.52%	5.35%
NPBS 1.85 14 Feb 2029 FRN	S&P BBB+	AU3FN0085023	4,000,000.00	1.00000000	4,000,000.00	101.240	1.290	4,101,200.00	1.61%	6.11%
SunBank 0.93 22 Aug 2025 FRN	S&P A+	AU3FN0070892	2,200,000.00	1.00000000	2,200,000.00	100.554	0.981	2,233,770.00	0.88%	5.27%
SunBank 0.48 15 Sep 2026 FRN	S&P A+	AU3FN0062964	2,000,000.00	1.00000000	2,000,000.00	99.529	0.608	2,002,740.00	0.79%	4.82%
SunBank 0.78 25 Jan 2027 FRN	S&P A+	AU3FN0065694	5,000,000.00	1.00000000	5,000,000.00	100.079	0.057	5,006,800.00	1.96%	5.19%
SunBank 1.25 14 Dec 2027 FRN	S&P A+	AU3FN0074241	2,850,000.00	1.00000000	2,850,000.00	101.378	0.720	2,909,793.00	1.14%	5.59%
UBS Aust 1.55 12 May 2028 FRN	S&P A+	AU3FN0077970	5,000,000.00	1.00000000	5,000,000.00	101.945	1.260	5,160,250.00	2.02%	5.81%
UBS Aust 1.45 24 Nov 2028 FRN	Moodys Aa3	AU3FN0083168	3,000,000.00	1.00000000	3,000,000.00	101.565	1.014	3,077,370.00	1.21%	5.73%
			77,500,000.00		77,500,000.00			78,733,628.00	30.88%	5.48%
Term Deposit										
Auswide 5.5 13 Nov 2024 365DAY TD	Moodys ST P-2		2,000,000.00	1.00000000	2,000,000.00	100.000	2.532	2,050,630.14	0.80%	5.50%
Auswide 5.2 12 Mar 2025 371DAY TD	Moodys ST P-2		5,000,000.00	1.00000000	5,000,000.00	100.000	0.784	5,039,178.10	1.98%	5.20%
BOQ 3.7 08 May 2024 728DAY TD	S&P ST A2		10,000,000.00	1.00000000	10,000,000.00	100.000	3.599	10,359,863.00	4.06%	3.70%
BOQ 5.56 26 Jun 2024 364DAY TD	S&P ST A2		5,000,000.00	1.00000000	5,000,000.00	100.000	4.676	5,233,824.65	2.05%	5.56%
BVIC 5.75 10 Jul 2024 364DAY TD	S&P ST A2		10,000,000.00	1.00000000	10,000,000.00	100.000	4.616	10,461,575.30	4.10%	5.75%
CBA 5.39 20 Nov 2024 363DAY TD	S&P ST A1+		7,000,000.00	1.00000000	7,000,000.00	100.000	2.348	7,164,358.11	2.81%	5.39%
DFB 5.65 26 Jun 2024 364DAY TD	S&P ST A2		5,000,000.00	1.00000000	5,000,000.00	100.000	4.752	5,237,609.60	2.05%	5.65%
DFB 5.05 18 Feb 2026 728DAY TD	S&P BBB+		5,000,000.00	1.00000000	5,000,000.00	100.000	0.955	5,047,732.90	1.98%	5.05%
MYS 5 08 May 2024 364DAY TD	Moodys ST P-2		10,000,000.00	1.00000000	10,000,000.00	100.000	4.877	10,487,671.20	4.11%	5.00%
MYS 5.15 05 Mar 2025 366DAY TD	Moodys ST P-2		2,500,000.00	1.00000000	2,500,000.00	100.000	0.804	2,520,106.18	0.99%	5.15%



NAB 0.8 28 Aug 2024 1098DAY TD	S&P ST A1+	3,000,000.00	1.00000000	3,000,000.00	100.000	0.544		3,016,306.86	1.18%	0.80%
NAB 5.24 11 Sep 2024 364DAY TD	S&P ST A1+	5,000,000.00	1.00000000	5,000,000.00	100.000	3.302		5,165,095.90	2.03%	5.24%
NAB 5.25 02 Oct 2024 362DAY TD	S&P ST A1+	3,000,000.00	1.00000000	3,000,000.00	100.000	2.977		3,089,321.91	1.21%	5.25%
NAB 5.3 07 Nov 2024 365DAY TD	S&P ST A1+	10,000.00	1.00000000	10,000.00	100.000	2.527		10,252.66	0.00%	5.30%
Westpac 5.29 30 Apr 2025 366DAY TD	S&P AA-	4,000,000.00							0.00%	5.29%
		76,510,000.00		72,510,000.00				74,883,526.50	29.37%	4.95%
Unit Trust										
NSWTC Long Term Growth Fund UT	S&P AA+	18,501,553.92		18,501,553.92		1.0756	17,200,827.3510	18,501,553.92	7.26%	
NSWTC Medium Term Growth Fund UT	S&P AA+	12,089,540.88		12,089,540.88		1.0140	11,923,212.0712	12,089,540.88	4.74%	
		30,591,094.80		30,591,094.80				30,591,094.80	12.00%	
Portfolio Total		255,524,341.99		251,524,341.99				254,942,916.84	100.00%	4.71%

Note: For holdings in unit funds and similar securities, the face value (original and current) columns will display market values.



3. Portfolio Compliance At 30 April 2024

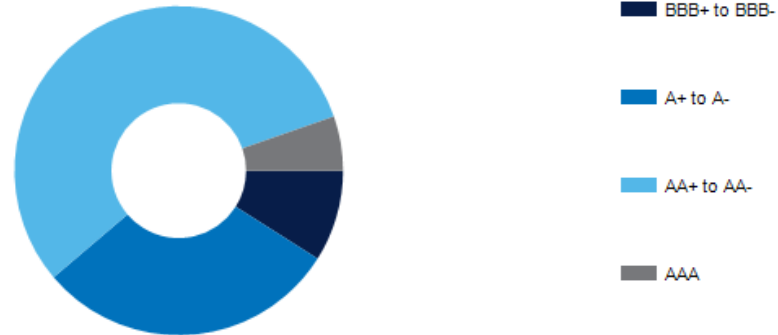
Short Term Issuer/Security Rating Group	Market Value	% Total Value
A2	51,390,536.13	20.16%
A1+	23,464,851.99	9.20%
Portfolio Total	74,855,388.11	29.36%

Market Value by Security Rating Group (Short Term)



Long Term Issuer/Security Rating Group	Market Value	% Total Value
BBB+ to BBB-	16,156,817.63	6.34%
A+ to A-	53,686,327.53	21.06%
AA+ to AA-	100,612,218.56	39.46%
AAA	9,632,165.00	3.78%
Portfolio Total	180,087,528.72	70.64%

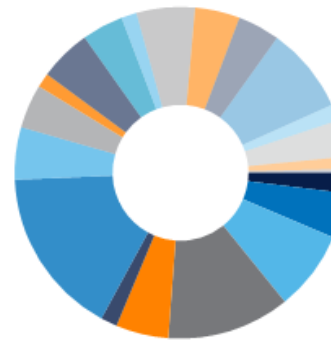
Market Value by Security Rating Group (Long Term)





Issuer	Market Value	% Total Value
AMP Bank Ltd	919,542.69	0.36%
ANZ Banking Group Ltd	3,011,730.00	1.18%
Auswide Bank Limited	9,108,348.24	3.57%
Bank Australia Limited	4,069,880.00	1.60%
Bank of Queensland Ltd	21,405,686.45	8.40%
BankVic	10,461,575.30	4.10%
Bendigo & Adelaide Bank Ltd	11,162,200.73	4.38%
Commonwealth Bank of Australia Ltd	14,530,798.11	5.70%
Cooperatieve Rabobank U.A Australia Branch	3,819,075.00	1.50%
Defence Bank Ltd	10,285,342.50	4.03%
HSBC Sydney Branch	12,912,980.00	5.07%
ING Bank Australia Limited	3,551,345.00	1.39%
Macquarie Bank Ltd	10,925,710.00	4.29%
MyState Bank Ltd	13,007,777.38	5.10%
National Australia Bank Ltd	41,837,941.10	16.41%
Newcastle Greater Mutual Group Ltd	4,101,200.00	1.61%
Northern Territory Treasury Corporation	13,095,640.00	5.14%
NSW Treasury Corporation	30,591,094.79	12.00%
Suncorp-Metway Ltd	19,878,793.00	7.80%
UBS Australia Ltd	11,246,740.00	4.41%
Westpac Banking Corporation Ltd	5,019,516.55	1.97%
Portfolio Total	254,942,916.84	100.00%

Market Value by Issuer

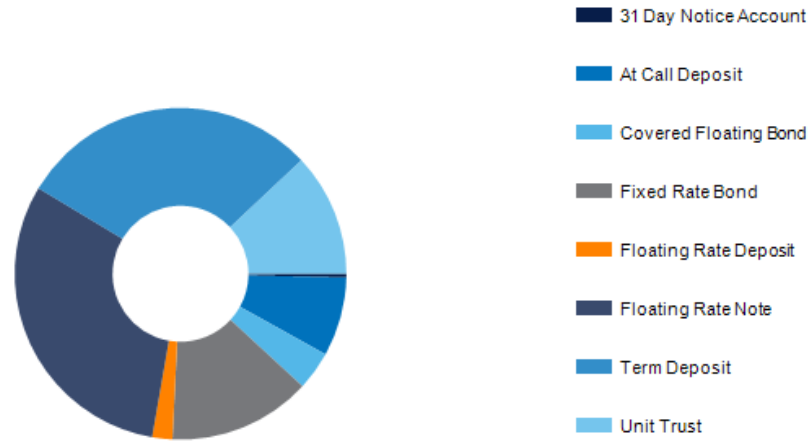


- AMP Bank Ltd
- ANZ Banking Group Ltd
- Auswide Bank Limited
- Bank Australia Limited
- Bank of Queensland Ltd
- BankVic
- Bendigo & Adelaide Bank Ltd
- Commonwealth Bank of Australia Ltd
- Cooperatieve Rabobank U.A Australia Branch
- Defence Bank Ltd
- HSBC Sydney Branch
- ING Bank Australia Limited
- Macquarie Bank Ltd
- MyState Bank Ltd
- National Australia Bank Ltd
- Newcastle Greater Mutual Group Ltd
- Northern Territory Treasury Corporation
- NSW Treasury Corporation
- Suncorp-Metway Ltd
- UBS Australia Ltd
- Westpac Banking Corporation Ltd



Security Type	Market Value	% Total Value
31 Day Notice Account	919,464.73	0.36%
At Call Deposit	19,663,782.46	7.71%
Covered Floating Bond	9,632,165.00	3.78%
Fixed Rate Bond	35,499,738.80	13.92%
Floating Rate Deposit	5,019,516.55	1.97%
Floating Rate Note	78,733,628.00	30.88%
Term Deposit	74,883,526.50	29.37%
Unit Trust	30,591,094.79	12.00%
Portfolio Total	254,942,916.84	100.00%

Market Value by Security Type





Market Value by Term Remaining





Term Remaining	Market Value	% Total Value
0 to < 1 Year	147,019,582.14	57.67%
1 to < 3 Years	42,486,076.70	16.66%
3 to < 5 Years	65,437,258.00	25.67%
Portfolio Total	254,942,916.84	100.00%

Note: Term Remaining is calculated using a weighted average life date (WAL) where appropriate and available otherwise the interim (initial) maturity date is used.

Investment Policy Compliance

Legislative Requirements	Fully compliant
Issuer	Fully compliant (28 limits)
Security Rating Group	Fully compliant (8 limits)
Term Group	Fully compliant (1 limits)



4. Portfolio Statistics For Period Ending 30 April 2024

Trading Book	1 Month	3 Month	12 Month	Since Inception
Queanbeyan-Palerang Regional Council				
Portfolio Return (1)	-0.03%	1.18%	5.18%	2.63%
Performance Index (2)	0.35%	1.07%	4.24%	1.62%
Excess Performance (3)	-0.38%	0.11%	0.94%	1.01%

Notes

- 1 Portfolio performance is the rate of return of the portfolio over the specified period
- 2 The Performance Index is the Bloomberg AusBond Bank Bill Index (Bloomberg Page BAUBIL)
- 3 Excess performance is the rate of return of the portfolio in excess of the Performance Index

Trading Book	Weighted Average Running Yield
Queanbeyan-Palerang Regional Council	4.71



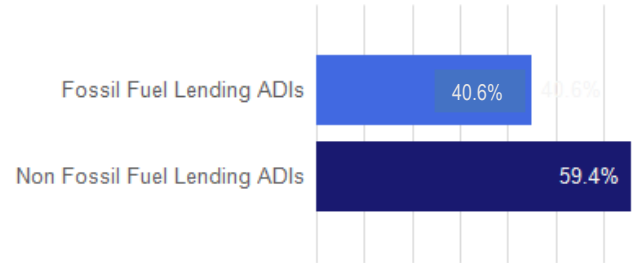
5. Portfolio Fossil Fuel Summary For Period Ending 30 April 2024

Portfolio Summaries At 30 April 2024

Portfolio Summary by Fossil Fuel Lending ADIs

ADI Lending Status	% Total	Current Period	% Total	Prior Period
Fossil Fuel Lending ADIs				
AMP Bank Ltd	0.4%	919,542.69	0.4%	915,499.57
ANZ Banking Group Ltd	1.4%	3,000,000.00	1.3%	3,000,000.00
Bank of Queensland Ltd	1.4%	3,000,000.00	1.3%	3,000,000.00
Commonwealth Bank of Australia Ltd	6.5%	14,250,000.00	6.1%	14,250,000.00
HSBC Sydney Branch	5.8%	12,750,000.00	5.5%	12,750,000.00
ING Bank Australia Limited	1.6%	3,500,000.00	1.5%	3,500,000.00
Macquarie Bank Ltd	5.0%	11,000,000.00	4.7%	11,000,000.00
National Australia Bank Ltd	18.7%	41,340,173.77	22.2%	51,685,237.15
Westpac Banking Corporation Ltd	0.0%	0.00	1.7%	4,000,000.00
	40.6%	89,759,716.46	44.6%	104,100,736.72

Fossil Fuel vs Non-Fossil Fuel Lending ADI



Non-Fossil Fuel Lending ADIs

Auswide Bank Limited	4.1%	9,000,000.00	5.1%	12,000,000.00
Bank Australia Limited	1.8%	4,000,000.00	0.0%	0.00
Bank of Queensland Ltd	8.1%	17,840,000.00	7.7%	17,840,000.00
BankVic	4.5%	10,000,000.00	4.3%	10,000,000.00
Bendigo & Adelaide Bank Ltd	5.0%	11,033,530.73	4.7%	11,025,241.08
Cooperative Rabobank U.A Australia Branch	1.7%	3,750,000.00	1.6%	3,750,000.00
Defence Bank Ltd	4.5%	10,000,000.00	4.3%	10,000,000.00



MyState Bank Ltd	5.7%	12,500,000.00	5.4%	12,500,000.00	
Newcastle Greater Mutual Group Ltd	1.8%	4,000,000.00	0.0%	0.00	
Northern Territory Treasury Corporation	5.9%	13,000,000.00	5.6%	13,000,000.00	
Suncorp-Metway Ltd	9.1%	20,050,000.00	8.6%	20,050,000.00	
UBS Australia Ltd	5.0%	11,000,000.00	4.7%	11,000,000.00	
Westpac Banking Corporation Ltd	2.3%	5,000,000.00	3.4%	8,000,000.00	
	59.4%	131,173,530.73	55.4%	129,165,241.08	
Total Portfolio		220,933,247.19		233,265,977.80	

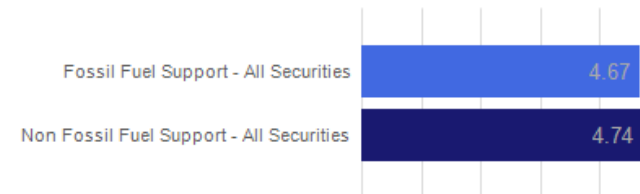
All amounts shown in the table and charts are Current Face Values for fixed interest holdings and Market Values for unit trust holdings (if included).
The above percentages are relative to the portfolio total and may be affected by rounding.
A fossil fuel lending ADI appearing in the non-fossil fuel related table will indicate that the portfolio contains a "green bond" issued by that ADI.

Running Yields by Fossil Fuel Ratings At 30 April 2024

Trading Book	Weighted Average Running Yield
Queanbeyan-Palerang Regional Council	4.71
Fossil Fuel Support - Simple Interest Only	4.69
Non-Fossil Fuel Support - Simple Interest Only	5.08
Fossil Fuel Support - All Securities	4.67
Non-Fossil Fuel Support - All Securities	4.74

Note: If unit trust holdings are included in the report and multiple trading books hold the same unit trust security, reported IRRs can be misleading.

Fossil Fuel vs Non-Fossil Fuel Running Total





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BRISBANE OFFICE: LEVEL 15 CENTRAL PLAZA 1, 345 QUEEN STREET, BRISBANE QLD, 4000 T 61 7 3123 5370

QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

22 MAY 2024

ITEM 9.7 LICENCE AGREEMENT - QUEANBEYAN LEAGUES CLUB FOR
SEIFFERT OVAL

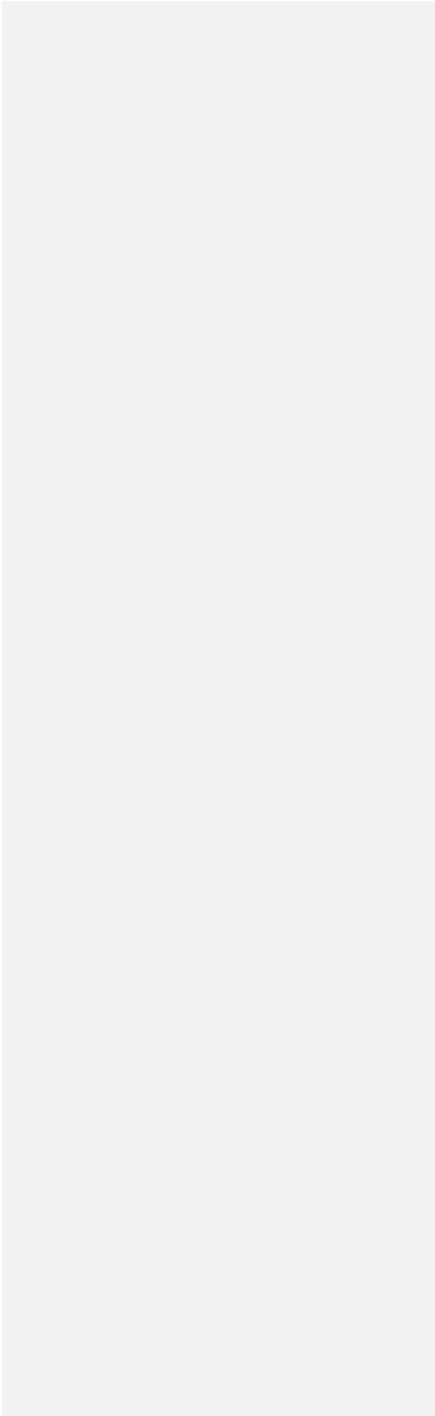
ATTACHMENT 1 DRAFT LICENCE - QLC 2024

QUEANBEAN-PALERANG REGIONAL COUNCIL

And

QUEANBEYAN LEAGUES CLUB LIMITED

LICENCE AGREEMENT FOR
ACCESS TO SEIFFERT SPORTS
GROUND



AGREEMENT dated **2024**

BETWEEN **Queanbeyan-Palerang Regional Council**, appointed under the *Crown Land Management Act 2016* (herein after referred to as the "CLM Act 2016"), as Crown Land Manager of Reserve 85019, dedicated 25 September 1964 for the purpose of Public Recreation, (hereinafter called the "Licensor").

AND **Queanbeyan Leagues Club Limited** (ACN: 000 371 157) of 164 Monaro Street, Queanbeyan NSW 2622 (hereinafter called the "Licensee")

THE PARTIES AGREE AS FOLLOWS.

1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

Authority for grant of Licence

1.1 The Licensor warrants that it is the Crown Land Manager responsible for the care, control and management of the Premises under the CLM Act 2016.

2 DEFINITIONS

In this Licence unless the contrary intention appears:

Access Plan means the drawing annexed to each Premises Appendix depicting the Premises and a description of the route of access to an Enclosed Area.

Base Annual Rent means:

- (a) the Initial Rent where the rent has not been redetermined or adjusted in accordance with sub-clauses 14.4 or 14.5; or
- (b) in any other case - the Rent as last redetermined or adjusted in accordance with those provisions;

Business Day means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

CLM Act 2016 means the Crown Land Management Act 2016;

Commencement Date means the date referred to in Column 2 of Item 16 of Schedule 1;

Consumer Price Index Number in relation to a quarter, means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician.

Due Date means the date for payment of Rent under this Licence as is specified in Column 2 of Item 6, of Schedule 1;

Enclosed Area means the fenced area (which comprises the Premises and Third Party Exclusive Areas) described in each Premises Appendix as the Enclosed Area and shown on the Plan annexed to each Premises Appendix where land is, or is intended to be fenced;

Environment has the same meaning given to that term in the *Protection of the Environment Operations Act 1997*;

Environmental Law means any Law relating to the protection of the Environment;

Expiry Date means the date referred to in Column 2 of Item 17 of Schedule 1;

"GST", "taxable supply", "consideration", "tax invoice" and "GST amount" have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Hazardous Substance means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

Improvements means any structure of a permanent nature attached to the land;

Initial Rent means the Rent payable under this Licence in respect of each Premises as is specified in Column 2 of Item 5 of Schedule 1;

Law includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

Licence means this licence including all Schedules and Annexures hereto;

Licensee means the licensee referred to in Column 2 of Item 2, of Schedule 1;

Licensor means the licensor referred to in Column 2 of Item 1 of Schedule 1 and includes its assigns and for the purpose of clauses 35, 36, 37, 38, 39, 40, 41, and 42 includes Her Majesty the Queen, the State of New South Wales and the Minister and their heirs, successors, agents, servants, employees and contractors;

Market Rent means the Rent as specified in Column 2 of Item 3, of Schedule 1 that would reasonably be expected to be paid for the site if it were offered for the same or a substantially similar use to which the site may be put under the Licence;

Market Rent Review Date means the date described as such in Column 2 of Item 8, of Schedule 1 and expressed as an absolute dollar or as a percent of the Market Rent;

Minister means the Minister administering the *Crown Land Management Act 2016*;

Party/Parties means the parties to this Licence;

Premises means the land and/or the buildings described in the Premises Appendix and on the plan annexed thereto;

Permitted Use means the use shown in Column 2 of Item 15, of Schedule 1;

Regulations means the *Crown Land Management Regulation 2018*, as amended or replaced from time to time; or the Local Government (General) Regulation 2005;

Rent means the Base Annual Rent calculated and payable upon each Due Date less any Rent Rebate granted to the Licensee together with all other payments due to be paid by the Licensee as Rent under this Licence;

Rent Rebate means such amount as specified in Column 2 of Item 4 of Schedule 1 given to the Licensee from the Licensor as per clause 14.6 as expressed either as an absolute dollar value or a percentage of the market value;

Sub-Licensee means a person who holds a sub-licence of any part of the Premises from the Licensee in accordance with the provisions of this Licence;

Tenant Fixtures means any plant or equipment, fittings or improvements in the nature of fixtures brought onto the Premises by, or on behalf of, or at the request of, the Licensee;

Term means the term of operation of this Licence in relation to the Premises;

Term of Agreement means the figure set out in Column 2 of Item 18, of Schedule 1;

Third Party Exclusive Areas means those areas that are exclusively for the use of third parties as shown on the Plan annexed to each Premises Appendix.

3 CONSTRUCTION

3.1 This Licence must be constructed in accordance with this clause unless the context requires otherwise;

3.1.1 Plurals

Words importing the singular include the plural and vice versa;

3.1.2 Gender

Words importing any gender include the other gender;

3.1.3 Persons

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government;
and
- (b) the legal personal representatives, successors and assigns of that person;

3.1.4 Headings

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing will be ignored in constructing this Licence;

3.1.5 Clauses and sub-clauses

- (a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs and other components which form part of the clause referred to;

- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to;

3.1.6 Time

A reference to time is a reference to local Sydney time;

3.1.7 Money

A reference to \$ or dollars is a reference to the lawful currency of Australia;

3.1.8 Defined Terms

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word;

3.1.9 Writing

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form;

3.1.10 Contra Preferentum

No rules of construction will apply to the disadvantage of any Party responsible for preparation of this Licence or any part of it;

3.1.11 Statutes

A reference to a Statute, Act, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;

3.1.12 Licence

A reference to this Licence will include any extension or variation of this Licence;

3.1.13 Priority

If an inconsistency occurs between the provisions of this Licence and the provisions of a licence granted in accordance with this Licence, the provisions of this Licence will prevail.

3.2 Warranties and Undertakings

- (a) The Licensee warrants that it:
 - (i) has relied only on its own inquiries about this Licence; and
 - (ii) has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee must comply on time with undertakings given by or on behalf of the Licensee.

3.3 Further Assurances

Each Party must do everything necessary to give full effect to this Licence.

3.4 Relationship of Licensor and Licensee

Nothing contained or implied in this Licence will be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Licensor and the Licensee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Licensee and the Licensor or either of them will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions only as provided in this Licence.

3.5 Time to be of the Essence

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

4 SEVERABILITY

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction, be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

5 ESSENTIAL CONDITIONS OF LICENCE

The Licensor and the Licensee agree that the clauses specified in Column 2 of Item 19 of Schedule 1 are essential conditions of this Licence.

6 PERMITTED USE

6.1 Grant of Licence

The Licensor grants to the Licensee a right to occupy the area delineated on the plan annexed to the Premises Appendix A for the Permitted Use.

6.2 Permitted Use only

The Licensee must not:

- (a) use the Premises;
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),

for any purpose other than the Permitted Use specified or referred to in Column 2 of Item 15 of Schedule 1.

6.3 No exclusive possession

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

7 COMMENCEMENT OF LICENCE AND TERM

This Licence will commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 16, of Schedule 1 and subject to clauses 10 and 11 will continue in force until the Expiry Date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 17, of Schedule 1.

8 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS

8.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:

- (a) a right to purchase or lease any part of the Premises; or
- (b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.

8.2 Subject to any other provisions of this Licence the Licensee must not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor.

9 LICENSEE TO YIELD UP

9.1 The Licensee must forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.

9.2 The Licensee must:

- (a) unless otherwise provided for in this Licence, remove all Licensee Fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
- (b) unless otherwise provided for in this Licence, rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and
- (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
- (d) leave the Premises in a clean and tidy condition.
- (e) For the avoidance of doubt, this provision does not extend to general wear and tear of the licenced area caused by using the licenced area for its Permitted Use.

9.3 Sub-clause 9.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

Commented [JW1]: Does this account for fair wear and tear? Perhaps clarification?
Commented [AT2R1]: Clarification added

10 TERMINATION OF LICENCE - S. 3.43 OF CLM ACT 2016 TO APPLY

- 10.1 Without limiting the Licensee's statutory or other rights apart from this Licence, the Parties acknowledge that subject to subclause 10.2 this Licence will terminate under section 3.43 of the CLM Act 2016 if the reservation or dedication over that part of the Reserve that comprises the whole or part of the Premises is revoked, unless the revocation notification otherwise provides.
- 10.2 Where only part of the Premises is affected by the revocation or proposed revocation the Parties undertake to consult to determine if an agreement under section 3.43(2) can be reached for the continuation of this Licence in respect to that part of the Premises not affected by the revocation.
- 10.3 The Licensee expressly acknowledges that as provided by section 3.43(4) of the CLM Act 2016 no compensation will be payable in respect of the Termination of this Licence by the operation of section 3.43.

11 TERMINATION OF LICENCE ON DEFAULT

- 11.1 The Licensor may terminate this Licence in the manner set out below in the following circumstances:
- (a) if the Rent or any part of it or any moneys owing to the Licensor under the Licence is or are in arrears for one month, whether formally demanded or not;
 - (b) if the Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
 - (c) if defects notified under a provision of this Licence are not remedied within the time specified in the notice;
 - (d) if the Licensee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
 - (e) if the Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
 - (f) if the Licensee is a company and is placed under official management under corporations law or enters a composition or scheme of arrangement;
 - (g) if the interest the Licensee has under this Licence is taken in execution;
 - (h) if the Licensee or any person claiming through the Licensee conducts any business from the licensed Premises after the Licensee has committed an act of bankruptcy.
- 11.2 In the circumstances set out in sub-clause 11.1 the Licensor may end this Licence by:
- (a) notifying the Licensee that it is ending the Licence; or
 - (b) re-entering the Premises, with force if necessary, and ejecting the Licensee and all other persons from the Premises and repossessing them; or

(c) doing both.

11.3 If the Licensor ends this Licence under this clause, the Licensee will not be released from liability for any prior breach of this Licence and other remedies available to the Licensor to recover arrears of Rent shall not be prejudiced.

11.4 If the Licensor ends this Licence under this clause or the Licence terminates under clause 10, the Licensor may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detainue, conversion or negligence. After storing it for at least one month, the Licensor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.

12 ACCEPTANCE OF RENT NOT WAIVER

Demand or acceptance of Rent or any other moneys due under this Licence by the Licensor after termination does not operate as a waiver of the termination.

13 HOLDING OVER BY LICENSEE

(a) At the end of the Term of Agreement as specified in Column 2 of Item 18 of Schedule 1, the Licensee will be entitled with the consent of the Licensor to remain in possession of the Premises on the following terms and conditions:

(i) the Licensee will become a monthly tenant of the Licensor at a monthly rental equivalent to one twelfth proportion of the annual Rent payable at the time of expiration or sooner determination of this Licence;

(ii) the Licensee must comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Licensor may from time to time by notice in writing served on the Licensee direct that any particular condition not apply or be amended in the manner set out in the notice.

(b) The Licensor and the Licensee expressly agree that where any provision of this Licence confers any right, duty, power or obligation on a Party upon the expiration or determination of this Licence or on the Expiry Date and the Licensee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Licensee ceases to be entitled to possession pursuant to this clause.

(c) The tenancy created by operation of this clause may be determined by the Licensor serving on the Licensee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.

(d) The tenancy created by operation of this clause may be determined by the Licensee serving on the Licensor a notice stating that as from a date specified in the notice the tenancy is surrendered.

Commented [JW3]: Can the Leasee terminate the agreement with a period of notice?
Commented [AT4R3]: Added in Special Condition under Schedule 2.

14 LICENSEE'S RENT AND OUTGOINGS

14.1 Licensee to Pay Rent

The Licensee covenants with the Licensor that the Licensee must, during the whole of the Term of Agreement and any extension of it, pay the Rent to the Licensor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

14.2 Goods and Services Tax

- (a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax invoice, the Licensee must pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.
- (b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable by the Licensor as a result of default by the Licensor in complying with the GST Law.

14.3 Rent and Adjusted Rent

The Licensee must pay to the Licensor on the Commencement Date the Initial Rent and thereafter must pay on each Due Date, Rent in advance adjusted as provided in sub-clauses 14.4 and 14.5.

14.4 Calculation of Annual Rental Adjustment

- (a) On each anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:
$$R = B \times \frac{C}{D}$$
where:
 - R represents the Base Annual Rent following adjustment under this clause;
 - B represents the Base Annual Rent before adjustment under this clause;
 - C represents the Consumer Price Index Number for the last quarter for which such a number was published before the Due Date; and
 - D represents the Consumer Price Index Number for the last quarter of the last adjustment of Rent for which such a number was published.
- (b) In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.
- (c) Any Rent adjusted under this sub-clause shall be adjusted to the nearest whole dollar.
- (d) An adjustment of Rent made under this clause shall take effect on its Due Date, notwithstanding than any Rent notice to the Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.

14.5 **Market Rent Review**

- (a) In addition to the Rent adjustment provided for in clause 14.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the Market Rent in accordance with Division 6.3 of the CLM Act 2016 on that date with effect on and from each Market Rent Review Date by the Licensor;
- (b) A redetermination of Rent for the purposes of sub-clause 14.5(a) will be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date specified or referred to in Column 2 of Item 8 of Schedule 1.
- (c) Where the Licensor does not redetermine the Rent as provided for in sub-clause 14.5(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date shall be postponed by reason of the operation of this clause.
- (d) A redetermination of Rent made under sub-clause 14.5(a) or 14.5(c) will take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (or where the said Due Date and the date of issue of the notice of redetermination are the same, then that date) even if the Licensee wishes to dispute the redetermination.

Commented [JW5]: This leaves this agreement open to a rent increase without outside of the CPI to be made. This seems unfair or at least provide for the Licensee to terminate if not agreeable to the new charges?

Commented [AT6R5]: As stated in the Schedule 1 (item 8), the option for a market rent review is only triggered at the end of the 5 year term if the agreement is to be renewed.

14.6 **Rebate for Charitable or Non Profit Organisations**

- (a) At the absolute discretion of the Licensor, the Licensor may determine that the Licensee is entitled to a Rent Rebate on the basis that the Licensee is a recognised charitable or non-profit organisation;
- (b) Subject to sub-clause 14.6(a), the Rent is calculated by subtracting the Rent Rebate from the Base Annual Rent, but the Rent must exceed the statutory minimum rental applicable to tenures under the CLM Act;
- (c) Where the Licensee is not entitled to a Rent Rebate, the Base Annual Rent applies.

15 **CONTINUING OBLIGATION**

The obligation of the Licensee to pay Rent is a continuing obligation during the Term of Agreement and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

16 **NO REDUCTION IN RENT**

Subject to this Licence the Licensee must not without the written consent of the Licensor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent reserved or imposed by this Licence. However, if at any time during the Licence:

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Licensee; and
- (b) as a result of the damage caused by the natural disaster or other serious event, the Licensee is not able to use the Premises in a reasonable manner,

the Licensee's obligations to pay Rent will abate to the extent proportional to the effect on the Licensee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Licensee is able to conduct the Licensee's activities and/or occupy the Premises in a reasonable manner.

17 LICENSEE TO PAY RATES

~~17.1 The Licensee must when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) rates, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.~~

~~17.2 Where the Licensor requires evidence for such payments the Licensee must produce such evidence within ten Business Days after the respective due dates for payment.~~

~~17.3 In the case where such rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.~~

Commented [JW7]: 17 has been removed by the council

18 LICENSEE TO PAY OTHER CHARGES

~~The Licensee must pay all other fees, charges and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term of Agreement payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.~~

19 LICENSEE TO PAY FOR SERVICES

~~The Licensee must as and when the same become due for payment pay to the Licensor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Licensee or consumed in or on the Premises, by the Licensee.~~

Commented [JW8]: These are in the councils name? problematic and what if others use the ground. There are no charges at the moment.

Commented [AT9R8]: Noted. Provision struck through.

20 LICENSEE TO PAY COST OF WORK

Whenever the Licensee is required under this Licence to do or effect any act, matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk, cost and expense of the Licensee.

21 COSTS PAYABLE BY LICENSEE TO LICENSOR

Except when law limits costs being recovered from a Licensor by a Licensee, the Licensee must pay in full the Licensor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Licensor in consequence of or in connection with or incidental to:

- (a) the preparation and completion of this Licence;
- (b) any variation of this Licence made otherwise than at the request of the Licensor;

- (c) any application for the consent of the Licensor and the Minister if applicable under this Licence;
- (d) any and every failure to comply breach or default by the Licensee under this Licence;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Licensee of any covenant of this Licence;
- (h) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

Commented [JW10]: Why does the club need to pay for Council legal fees, and other fees (H).

Commented [AT11R10]: This clause exists to protect Council in the event that any unforeseen costs arise in the administration of the licence.

This licence was prepared in house, so there have been no associated costs for preparation.

22 COSTS PAYABLE BY LICENSOR

The Licensor must pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Licensee.

23 INTEREST ON OVERDUE MONEYS

The Licensee must pay interest to the Licensor on any moneys due and payable under this Licence or on any judgment in favour of the Licensor in an action arising from this Licence until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Licensor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest shall accrue and be calculated daily.

24 MANNER OF PAYMENT OF RENT AND OTHER MONEYS

The Rent and other moneys payable in accordance with this Licence must be paid to the address or bank account specified in Column 2 of Item 9, of Schedule 1 or to such other person or at such other address as the Licensor may from time to time direct by notice in writing served on the Licensee.

25 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES

25.1 Access

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee will have unfettered and free access to and from, the Premises at all times, provided however that:

- (a) The Licensee must strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee;

- (b) If the Licensee has shown the position of its intended access on the Access Plan and described the nature of the activity to be conducted on the land at those positions, then in respect of that access, the Licensor will not require further notice;
- (c) The Licensee as far as is practicable, must use existing access tracks to, from, within and surrounding the Premises;

25.2 Entry by the Public

The Licensee must allow the public to have right of access over that part of the Premises as specified in Column 2 of Item 20, of Schedule 1 and any such part of the Premises shall be suitably signposted. Otherwise the Licensee may prohibit unauthorised entry to the remainder of the Premises. If required by the Licensor plans showing the areas where public access is authorised and unauthorised shall be displayed in a prominent location at the entrance to the Premises.

25.3 Additions and Alterations

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor, the Minister (unless it has been deemed to have been given under section 2.23 of the CLM Act 2016) and any development consent required under the *Environmental Planning & Assessment Act 1979*. Any additions or alterations consented to by the Licensor and the Minister shall be carried out at the Licensee's expense.

25.4 Maintenance of Premises and Enclosed Areas

The Licensee must keep the Premises clean and tidy and in good order and condition.

25.5 Licensee to erect barricades etc

Where the Premises or any part of the Premises become to the knowledge of the Licensee (or which ought reasonably to be in the knowledge of the Licensee) unsafe, hazardous or dangerous the Licensee shall forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

25.6 No residence on Premises

The Licensee must not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

25.7 Licensee not to remove materials

- (a) The Licensee must not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor and the Minister and subject to such conditions as the Licensor or the Minister may determine.
- (b) Sub-clause 25.7(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any Improvement authorised by or under this Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.

- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 25.7(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

25.8 Licensee not to burn off

The Licensee must not carry out any burning off on the Premises except with the prior consent of the Licensor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the *Rural Fires Act 1997*. Any consent granted in accordance with this clause shall be subject to such reasonable conditions as the Licensor may impose.

25.9 Rodents and Vermin

The Licensee must take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and shall in the event of failing to do so if required by the Licensor employ from time to time a duly certified pest exterminator at cost of the Licensee and as approved by the Licensor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Licensee and any one acting on the Licensee's behalf shall not use any substance or undertake any activity prohibited by any legislation.

26 ADVERTISING

- (a) The Licensee must not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- (b) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 26(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

27 NOTIFICATION OF ACCIDENT

The Licensee must give to the Licensor prompt notice in writing of any serious accident or serious defect at or in the Premises or any part of them unless the defect or accident is capable of being and is promptly remedied by the Licensee.

28 LICENSEE NOT TO COMMIT NUISANCE ETC

The Licensee must not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) carry on or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Licensor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Premises for any illegal activity.

29 HAZARDOUS SUBSTANCES

The Licensee must not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

30 RELICS

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the *National Parks and Wildlife Act 1974* and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Licensee must not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee must within 24 hours notify the Licensor and the Chief Executive of the Office of Environment and Heritage of the existence of such relic place or item.
- (c) The Licensee must not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub-clause 30(b) without the approval of the Chief Executive of the Office of Environment and Heritage and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

31 ARTEFACTS

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Licensor and the Licensee must as authorised by the Licensor watch or examine any excavations and the Licensee must take all reasonable precautions to prevent such articles or things being removed or damaged and shall as soon as practicable after discovery thereof notify the Licensor of such discovery and carry out the Licensor's orders as to the delivery up to or disposal of such articles or things at the Licensor's expense.

32 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS

- (a) During the Term of Agreement and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in possession or not, the Licensee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the Licensed property.
- (b) Upon expiry of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.

33 GENERAL REQUIREMENT TO REPAIR

Without prejudice to the specific obligations contained in this Licence the Licensee must to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

34 BREAKAGES

The Licensee must, immediately at the Licensee's expense, make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

35 INDEMNITIES AND INSURANCE

35.1 Indemnity for use of Premises

- (a) The Licensee indemnifies and keeps indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor will or may be or becomes liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:
- (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; or
 - (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor must use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

Commented [JW12]: Normal requirement?

Commented [AT13R12]: This is a standard requirement across all Crown Land licences and QPRC Agreements

35.2 Indemnity Continues After Expiration of Licence

The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

35.3 Exclusion of Consequential Loss

Despite any other provision of this Licence, both Parties exclude, and agree that they will have no rights against the other for liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

36 INSURANCE - PUBLIC RISK

The Licensee must effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 12, of Schedule 1 or such other amount as the Licensor may from time to time reasonably require as the amount payable in respect of liability arising out of any one single accident or event. The Licensor acknowledges that the Licensee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

37 PROVISIONS RE POLICIES

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee must produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Licensee pursuant to this Licence.
- (c) The Licensee must not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee must obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee must use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

38 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION

The Licensee indemnifies and keeps indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the non-compliance by the Licensee with any New South Wales or Commonwealth legislation that may apply to the Licensee's use, occupation of and access to the site and the Licensee's operation of their business from and access to the site.

This clause does not merge on the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

39 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW

Without prejudice to any other indemnity granted by this Licence, the Licensee indemnifies and keeps the Licensor indemnified against all claims whatsoever arising from a breach by the Licensee of any Environmental Law which breach is in relation to the Premises.

This clause shall not merge on expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

40 NO LIABILITY FOR FAILURE OF SERVICES

The Licensor is not liable for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or wilful act or omission of the Licensor its servants or agents.

41 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR

Subject to any other provision of this Licence, the Licensee must not without the written consent of the Licensor by any act, matter or deed or by failure or omission cause or permit to be imposed on the Licensor any liability of the Licensee under or by virtue of this Licence even though the Licensee is entitled to do so under any law present or future or otherwise.

42 RELEASE OF LICENSOR FROM LIABILITY

- (a) The Licensee occupies, uses and keeps the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or wilful acts omissions or default of the Licensor. The Licensor has no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises (but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or wilful omissions or default of the Licensor).
- (b) The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

43 LICENSOR'S WARRANTIES AND COVENANTS

43.1 Hazardous Chemicals

The Licensor warrants that it has not received any notices pursuant to the *Contaminated Land Management Act 1997* (NSW).

44 LICENSOR'S POWERS AND FUNCTIONS

44.1 Approval by Licensor

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent is not effective unless given in writing

and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.

- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 44.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

45 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS

45.1 Proportionate Liability

Part 4 of the Civil Liability Act 2002 (NSW) does not apply to this Licence.

45.2 Licensee to Comply with all Commonwealth and NSW State Laws

- (a) The Licensee must comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee must forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

45.3 Licensee to Comply with Environmental Laws

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, and in relation to the Premises:

- (a) comply with relevant Environmental Law;
- (b) use its best endeavours to prevent a breach of any Environmental Law;
- (c) report any breach even if accidental; and
- (d) provide to the Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
 - (i) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
 - (ii) requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

45.4 Licensee's Failure to Comply with Statutory Requirements

Where the Licensee breaches any law in relation to its use of the Premises it is taken to breach a condition of the Licence, provided that:

- (a) the Licensee has been found guilty of the breach, and
- (b) the Licensor determines that the breach warrants the Termination of the Licence.

46 NOTICES

46.1 Service of Notice on Licensee

Any notice served by the Licensor on the Licensee must be in writing and is sufficiently served if:

- (a) served personally or left addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- (b) sent by email to the Licensee's email address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor;
- (c) forwarded by prepaid security mail addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1;

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in subclauses 46.1 (a) and (b).

46.2 Service of Notice on Licensor

Any notice served by the Licensee on the Licensor must be in writing and is sufficiently served if:

- (a) served personally or left addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee; or
- (b) sent by email to the Licensor's email address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee;
- (c) forwarded by prepaid security mail addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1

and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in subclauses 46.2 (a) and (b).

46.3 Notices

- (a) Any notice served by the Licensor or the Licensee under this Licence is effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor or by the Licensee to the other.

- (b) Any notice sent by prepaid security mail is deemed to be served at the expiration of 2 Business Days after the date of posting.

47 PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.
- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 47(d).
- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

MISCELLANEOUS

48 NO MORATORIUM

Any present or future legislation which operates to vary obligations between the Licensee and the Licensor, except to the extent that such legislation is expressly accepted to apply to this Licence or that its exclusion is prohibited, is excluded from this Licence.

49 NO WAIVER

No waiver by a Party of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

50 NO MERGER

Nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Licence or under any other agreement.

51 COUNTERPARTS

- (a) A Party may execute this Licence by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

52 CONTACT PERSON

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Column 2 of Items 13 and 14, of Schedule 1 or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

53 APPLICABLE LAW

This Licence shall be construed and interpreted in accordance with the law of New South Wales.

54 NO HOLDING OUT

- (a) The Licensee must not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor.
- (b) The Licensee must not act as or represent itself to be the servant or agent of the Licensor.

55 WHOLE AGREEMENT

- (a) The provisions contained in this Licence expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise will be deemed to be implied in this Licence or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Licence.

- (c) The existence of any such implication or collateral or other agreement is hereby negated.

56 **SPECIAL CONDITIONS**

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

|

Commented [JW14]: Does the agreement cover the full twelve months of each year or a specified time fram per calender year?

Commented [AT15R14]: It's the full 12 months of the year, annually from the date of signing.

SCHEDULE 1

Item	Clause	Column 1	Column 2
1	2	Licensor	Queanbeyan-Palerang Regional Council
2	2	Licensee	Queanbeyan Leagues Club Ltd
3	2	Market Rent	\$35,000 plus GST
4	2	Rent Rebate	Not applicable
5	2	Initial Rent	\$35,000 plus GST
6	2	Due Date	July 1 2024 and each anniversary of this date in each year of the Term of Agreement and any holding over period. Day usage fees are to be paid quarterly.
7	14.4	Annual Rental Adjustment	12 months from commencement and annually thereafter
8	14.5	Market Rent Review Date	At the renewal of the licence
9	24	Address for Payment of Rent [OPTIONAL] Electronic Funds Transfer details for payment of rent	Queanbeyan-Palerang Regional Council PO Box 90, Queanbeyan NSW 2620 Name of financial institution: National Australia Bank BSB: 082-804 Acc no: 72-950-5329 Account in name of: QPRC General Account
10	46.1	Licensee's address for Service of Notices	Queanbeyan Leagues Club PO Box 274 Attention: Jeremy Wyatt Phone: (02) 6297 2511 Email: jwyatt@raidersgroup.com.au
11	46.2	Licensor's address for Service of Notices	Queanbeyan-Palerang Regional Council PO Box 90, Queanbeyan NSW 2620 Attention: Mark Spear Phone: 1300 735 025 Email: council@qprc.nsw.gov.au

12	36	Public Risk Insurance amount	\$20 Million
13	52	Licensor's Person Contact	Mark Spear
14	52	Licensee's Person Contact	Jeremy Wyatt
15	6	Permitted Use	Access to Seiffert Oval and adjoining facilities for rugby league games, training and related purposes.
16	7	Commencement Date	1 July 2024
17	7	Expiry Date	29 June 2029
18	2	Term of Agreement	5 Years
19	5	Essential Conditions of Licence	Clauses 1.1, 1.2, 6.2, 6.3, 8, 14, 33, 35, 36, 37, 38, 39, 41, 42, 45.2, 45.3, 45.4
20	25.2	Entry by the public	Licensee to be granted non-exclusive access

End of Schedule 1

Schedule 2 Special Conditions

Special Condition 1 – Early Termination by Mutual Consent

Notwithstanding the provisions outlined under Clause 11, either party may terminate this agreement upon the provision of written notice given no less than 3 months before the Due Date set out under Item 6 of Schedule 1. Consent to early termination of this Licence Agreement must not be unreasonably withheld.

Requirements for the Licensee to Yield Up set out under Clause 9 will apply, even in the event of early termination.

Dated this day of _____, 2024

Signed by an authorised officer of the
Queanbeyan Leagues Club Limited
as the **LICENSEE**

Signed by an authorised officer of the
**Queanbeyan-Palerang Regional
Council** as the **LICENSOR**

Signature

Signatory

Print Name

Print Name

Office Held

Office Held

In the presence of

In the presence of

Signature of Witness

Signature of Witness

Print Name

Print Name

NOTE: *(delete notes prior to printing)*

A company's power to sign, discharge and otherwise deal with contracts can be exercised by an individual acting with the company's authority and on its behalf. A company can deal with contracts without using a common seal.

A company may execute a document by having it signed by:

- 2 directors of the company; or
- a director and the company secretary; or
- for a company with a sole director who is also the sole secretary—that director.

PREMISES APPENDIX

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE QUEANBEYAN-PALERANG REGIONAL COUNCIL AND QUEANBEYAN LEAGUES CLUB LIMITED. IN ACCORDANCE WITH THE PROVISIONS OF the Local Government Act 1993 and CLM ACT 2016 FOR THE PERMITTED USE OF [INSERT PERMITTED USE], THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

Description of Licence Premises:

Reserve Number	Part of Reserve 85019
Parish	<i>Queanbeyan</i>
County	<i>Murray</i>
Locality	<i>Queanbeyan East</i>
Lot in Deposited Plan	Lot 117 DP 823483
Commencement Date	1 July 2024
Expiry Date	30 June 2029
Initial Rent	\$35,000.00
Plan	Plan attached and marked as "A"

Annexure "A" – Map of Licenced Area



QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

22 MAY 2024

ITEM 9.7 LICENCE AGREEMENT - QUEANBEYAN LEAGUES CLUB FOR
SEIFFERT OVAL

ATTACHMENT 2 PREVIOUS LICENCE ADDENDUM 2015

THE QUEANBEYAN CITY COUNCIL

And

QUEANBEYAN LEAGUES CLUB LIMITED

**ADDENDUM TO THE AGREEMENT FOR ACCESS
TO SEIFFERT SPORTSGROUND**

ADDENDUM AGREEMENT dated the ^{FEBRUARY} 17th day of 2015.

BETWEEN QUEANBEYAN CITY COUNCIL, a Council established, constituted and appointed, in accordance with the *Local Government Act 1993*

AND QUEANBEYAN LEAGUES CLUB LIMITED (ACN 16 000 371 157)
)

THE PARTIES AGREE AS FOLLOWS.

1. On 22nd Day of September 2011 the parties entered into an Agreement for access to the Seiffert Sportsground, Crown Reserve No 85019 being a reserve for Public Recreation managed by the Queanbeyan City Council by appointment by the Minister for Lands in accordance with the *Crown Lands Act 1989*.
2. The parties agree that the Licence Agreement be amended as follows:

2.1 INTERPRETATION

The existing Clause (f) be replaced with the following:

- (f) "Termination date" means 1st March 2035

2.2 An additional clause 5.4(f) shall be inserted as follows:

- (f) Will ensure that the playing surface is maintained and mown in accordance with Performance Measures for Turf Ovals as appended to the Agreement as Appendix A

2.3 An additional clause 5.4(g) shall be inserted as follows:

- (g) Calculate the extra cost of maintaining the playing surface in accordance with clause 5.4(f) being the expenses incurred in excess of the Managers cost for the normal standard for oval maintenance. Which shall be discussed with and agreed to by the facility user before each season commences.

2.4 An additional clause 3.3 shall be inserted as follows:

- 3.3 That fifty percent (50%) of the additional cost to the Manager of maintaining the playing surface in accordance with clause 5.4(f) be met by the Facility User

2.5 Clause 12 – Term of Access

Clause 12.1 and Clause 12.2 shall be deleted and Clause 12.3 shall be renumbered 12.1

Dated this 17th day of 2015 FEBRUARY 2015.

Executed as a Deed

EXECUTED for and on behalf of
QUEANBEYAN CITY COUNCIL

)
)
)
)

.....
Signature of authorised person

.....
W. R. WAINWRIGHT PUBLIC OFFICER
Print Name of authorised person

.....
Signature of authorised person

.....
MUSY PERCY ACTING GENERAL MANAGER
Print Name of authorised person

EXECUTED for and on behalf of
QUEANBEYAN LEAGUES CLUB LIMITED

)
)
)

.....
Signature of authorised person

.....
JEREMY WYATT
Print Name of authorised person

.....
Signature of authorised person

.....
JOHN MCINTYRE
Print Name of authorised person

Appendix A.

Performance Measures for Turf Ovals

Preamble

These performance measures are considered to be suitable to maintain Seiffert Sportsground as a premier Rugby League facility suitable for the playing of Rugby League at a standard commensurate with any recognised facility located at other provincial centres in New South Wales.

Performance Measures

1. Condition of the playing surface is always found to meet the requirement of the above purpose, except where this is prevented by weather.
2. The height of the grass shall be cut to between 15mm and 50mm as an irrigated facility.
3. Ground markings are always found to be clear and to the required standard for match play. The materials used have not caused the grass to die, or be seriously retarded.
4. There is no instance of poor field condition due to the inappropriate use of fertilisers, or the inadequate or incorrect application of fertilisers. There are no instances of fertilisers drifting, or being carelessly applied onto adjacent property, that may cause complaint by others. All fertilisers used shall be from the list provided, or others approved by the Arbitrator, and their application shall be by the approved methods.
5. There are no weeds present in the grass sward, such as Paspalum, Summer Grass, Crab Grass, or other common broad-leafed weeds that may reduce the density or playability of the surface.
6. There are no instances of damage caused by the use of inappropriate pesticides, or by the incorrect use of an approved pesticide, other than the death of the weed species in the sward.
7. No person is harmed or put in danger by the inappropriate use of pesticides (This includes those applying the chemicals and the users of the facility).
8. There shall be no damage to the grass sward, caused by the failure to apply sufficient water by irrigation. Irrigation shall be applied at the appropriate intervals so as to maintain the grass sward healthy and dense.
9. There should be a minimum of nutrients present in the drainage water after normal irrigation of the Oval, as can be shown by nutrient testing of this water. Care must be taken to ensure that the perched water table is just replenished with each irrigation, as this will ensure a minimum loss of nutrients.
10. There shall be no damage to the grass sward due to the failure of the contractor to regularly test sprinklers, valves and controllers, to ensure that they are functioning properly. Proper maintenance testing schedules should be set up.
11. No person is harmed by the maintenance activities of the Contractor. This applies to the safety of those using the mowing and other and other machinery, as well as those who may be in the vicinity of any work being performed.

12. Adequate records of maintenance activities in the form of Spray Forms and Machinery Reports are kept, and are available to demonstrate that the requirements *have* been met.

QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

22 MAY 2024

ITEM 9.8 RENEWAL OF ACCESS LICENCE - VETERANS MOTORCYCLE
CLUB

ATTACHMENT 1 DRAFT CROWN LAND LICENCE AGREEMENT -
QUEANBEYAN VMC

QUEANBEYAN-PALERANG REGIONAL COUNCIL

And

QUEANBEYAN VETERANS MOTORCYCLE CLUB

**LICENCE AGREEMENT FOR
OCCUPATION OF LAND FOR
OPERATION OF A MOTORCYCLE
CLUB AND RELATED ACTIVITIES**

AGREEMENT dated **TBD**

BETWEEN **Queanbeyan-Palerang Regional Council**, appointed under the *Crown Land Management Act 2016* (herein after referred to as the "CLM Act 2016"), as Crown Land Manager of Reserve 85019, dedicated 25 September 1964 for the purpose of Public Recreation, (hereinafter called the "Licensor").

AND **Queanbeyan Veterans Motorcycle Club** of 36 Thurrallilly Street, Queanbeyan East, (hereinafter called the "Licensee").

THE PARTIES AGREE AS FOLLOWS.

1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

Authority for grant of Licence

1.1 The Licensor warrants that it is the Crown Land Manager responsible for the care, control and management of the Premises under the CLM Act 2016.

2 DEFINITIONS

In this Licence unless the contrary intention appears:

Access Plan means the drawing annexed to each Premises Appendix depicting the Premises and a description of the route of access to an Enclosed Area.

Base Annual Rent means:

- (a) the Initial Rent where the rent has not been redetermined or adjusted in accordance with sub-clauses 14.4 or 14.5; or
- (b) in any other case - the Rent as last redetermined or adjusted in accordance with those provisions;

Business Day means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

CLM Act 2016 means the Crown Land Management Act 2016;

Commencement Date means the date referred to in Column 2 of Item 16 of Schedule 1;

Consumer Price Index Number in relation to a quarter, means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician.

Due Date means the date for payment of Rent under this Licence as is specified in Column 2 of Item 6, of Schedule 1;

Enclosed Area means the fenced area (which comprises the Premises and Third Party Exclusive Areas) described in each Premises Appendix as the Enclosed Area and shown on the Plan annexed to each Premises Appendix where land is, or is intended to be fenced;

Environment has the same meaning given to that term in the *Protection of the Environment Operations Act 1997*;

Environmental Law means any Law relating to the protection of the Environment;

Expiry Date means the date referred to in Column 2 of Item 17 of Schedule 1;

"GST", "taxable supply", "consideration", "tax invoice" and "GST amount" have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Hazardous Substance means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

Improvements means any structure of a permanent nature attached to the land;

Initial Rent means the Rent payable under this Licence in respect of each Premises as is specified in Column 2 of Item 5 of Schedule 1;

Law includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

Licence means this licence including all Schedules and Annexures hereto;

Licensee means the licensee referred to in Column 2 of Item 2, of Schedule 1;

Licensor means the licensor referred to in Column 2 of Item 1 of Schedule 1 and includes its assigns and for the purpose of clauses 35, 36, 37, 38, 39, 40, 41, and 42 includes Her Majesty the Queen, the State of New South Wales and the Minister and their heirs, successors, agents, servants, employees and contractors;

Market Rent means the Rent as specified in Column 2 of Item 3, of Schedule 1 that would reasonably be expected to be paid for the site if it were offered for the same or a substantially similar use to which the site may be put under the Licence;

Market Rent Review Date means the date described as such in Column 2 of Item 8, of Schedule 1 and expressed as an absolute dollar or as a percent of the Market Rent;

Minister means the Minister administering the *Crown Land Management Act 2016*;

Party/Parties means the parties to this Licence;

Premises means the land and/or the buildings described in the Premises Appendix and on the plan annexed thereto;

Permitted Use means the use shown in Column 2 of Item 15, of Schedule 1;

Regulations means the *Crown Land Management Regulation 2018*, as amended or replaced from time to time; or the Local Government (General) Regulation 2005;

Rent means the Base Annual Rent calculated and payable upon each Due Date less any Rent Rebate granted to the Licensee together with all other payments due to be paid by the Licensee as Rent under this Licence;

Rent Rebate means such amount as specified in Column 2 of Item 4 of Schedule 1 given to the Licensee from the Licensor as per clause 14.6 as expressed either as an absolute dollar value or a percentage of the market value;

Sub-Licensee means a person who holds a sub-licence of any part of the Premises from the Licensee in accordance with the provisions of this Licence;

Tenant Fixtures means any plant or equipment, fittings or improvements in the nature of fixtures brought onto the Premises by, or on behalf of, or at the request of, the Licensee;

Term means the term of operation of this Licence in relation to the Premises;

Term of Agreement means the figure set out in Column 2 of Item 18, of Schedule 1;

Third Party Exclusive Areas means those areas that are exclusively for the use of third parties as shown on the Plan annexed to each Premises Appendix.

3 CONSTRUCTION

3.1 This Licence must be constructed in accordance with this clause unless the context requires otherwise;

3.1.1 Plurals

Words importing the singular include the plural and vice versa;

3.1.2 Gender

Words importing any gender include the other gender;

3.1.3 Persons

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government;
and
- (b) the legal personal representatives, successors and assigns of that person;

3.1.4 Headings

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing will be ignored in constructing this Licence;

3.1.5 Clauses and sub-clauses

- (a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs and other components which form part of the clause referred to;

- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to;

3.1.6 Time

A reference to time is a reference to local Sydney time;

3.1.7 Money

A reference to \$ or dollars is a reference to the lawful currency of Australia;

3.1.8 Defined Terms

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word;

3.1.9 Writing

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form;

3.1.10 Contra Preferentum

No rules of construction will apply to the disadvantage of any Party responsible for preparation of this Licence or any part of it;

3.1.11 Statutes

A reference to a Statute, Act, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;

3.1.12 Licence

A reference to this Licence will include any extension or variation of this Licence;

3.1.13 Priority

If an inconsistency occurs between the provisions of this Licence and the provisions of a licence granted in accordance with this Licence, the provisions of this Licence will prevail.

3.2 Warranties and Undertakings

- (a) The Licensee warrants that it:
 - (i) has relied only on its own inquiries about this Licence; and
 - (ii) has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee must comply on time with undertakings given by or on behalf of the Licensee.

3.3 Further Assurances

Each Party must do everything necessary to give full effect to this Licence.

3.4 Relationship of Licensor and Licensee

Nothing contained or implied in this Licence will be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Licensor and the Licensee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Licensee and the Licensor or either of them will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions only as provided in this Licence.

3.5 Time to be of the Essence

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

4 SEVERABILITY

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction, be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

5 ESSENTIAL CONDITIONS OF LICENCE

The Licensor and the Licensee agree that the clauses specified in Column 2 of Item 19 of Schedule 1 are essential conditions of this Licence.

6 PERMITTED USE

6.1 Grant of Licence

The Licensor grants to the Licensee a right to occupy the area delineated on the plan annexed to the Premises Appendix A for the Permitted Use.

6.2 Permitted Use only

The Licensee must not:

- (a) use the Premises;
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),

for any purpose other than the Permitted Use specified or referred to in Column 2 of Item 15 of Schedule 1.

6.3 No exclusive possession

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

7 COMMENCEMENT OF LICENCE AND TERM

This Licence will commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 16, of Schedule 1 and subject to clauses 10 and 11 will continue in force until the Expiry Date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 17, of Schedule 1.

8 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS

8.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:

- (a) a right to purchase or lease any part of the Premises; or
- (b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.

8.2 Subject to any other provisions of this Licence the Licensee must not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor.

9 LICENSEE TO YIELD UP

9.1 The Licensee must forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.

9.2 The Licensee must:

- (a) unless otherwise provided for in this Licence, remove all Licensee Fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
- (b) unless otherwise provided for in this Licence, rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and
- (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
- (d) leave the Premises in a clean and tidy condition.

9.3 Sub-clause 9.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

10 TERMINATION OF LICENCE - S. 3.43 OF CLM ACT 2016 TO APPLY

- 10.1 Without limiting the Licensee's statutory or other rights apart from this Licence, the Parties acknowledge that subject to subclause 10.2 this Licence will terminate under section 3.43 of the CLM Act 2016 if the reservation or dedication over that part of the Reserve that comprises the whole or part of the Premises is revoked, unless the revocation notification otherwise provides.
- 10.2 Where only part of the Premises is affected by the revocation or proposed revocation the Parties undertake to consult to determine if an agreement under section 3.43(2) can be reached for the continuation of this Licence in respect to that part of the Premises not affected by the revocation.
- 10.3 The Licensee expressly acknowledges that as provided by section 3.43(4) of the CLM Act 2016 no compensation will be payable in respect of the Termination of this Licence by the operation of section 3.43.

11 TERMINATION OF LICENCE ON DEFAULT

- 11.1 The Licensor may terminate this Licence in the manner set out below in the following circumstances:
- (a) if the Rent or any part of it or any moneys owing to the Licensor under the Licence is or are in arrears for one month, whether formally demanded or not;
 - (b) if the Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
 - (c) if defects notified under a provision of this Licence are not remedied within the time specified in the notice;
 - (d) if the Licensee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
 - (e) if the Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
 - (f) if the Licensee is a company and is placed under official management under corporations law or enters a composition or scheme of arrangement;
 - (g) if the interest the Licensee has under this Licence is taken in execution;
 - (h) if the Licensee or any person claiming through the Licensee conducts any business from the licensed Premises after the Licensee has committed an act of bankruptcy.
- 11.2 In the circumstances set out in sub-clause 11.1 the Licensor may end this Licence by:
- (a) notifying the Licensee that it is ending the Licence; or
 - (b) re-entering the Premises, with force if necessary, and ejecting the Licensee and all other persons from the Premises and repossessing them; or

(c) doing both.

11.3 If the Licensor ends this Licence under this clause, the Licensee will not be released from liability for any prior breach of this Licence and other remedies available to the Licensor to recover arrears of Rent shall not be prejudiced.

11.4 If the Licensor ends this Licence under this clause or the Licence terminates under clause 10, the Licensor may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detainment, conversion or negligence. After storing it for at least one month, the Licensor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.

12 ACCEPTANCE OF RENT NOT WAIVER

Demand or acceptance of Rent or any other moneys due under this Licence by the Licensor after termination does not operate as a waiver of the termination.

13 HOLDING OVER BY LICENSEE

(a) At the end of the Term of Agreement as specified in Column 2 of Item 18 of Schedule 1, the Licensee will be entitled with the consent of the Licensor to remain in possession of the Premises on the following terms and conditions:

- (i) the Licensee will become a monthly tenant of the Licensor at a monthly rental equivalent to one twelfth proportion of the annual Rent payable at the time of expiration or sooner determination of this Licence;
- (ii) the Licensee must comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Licensor may from time to time by notice in writing served on the Licensee direct that any particular condition not apply or be amended in the manner set out in the notice.

(b) The Licensor and the Licensee expressly agree that where any provision of this Licence confers any right, duty, power or obligation on a Party upon the expiration or determination of this Licence or on the Expiry Date and the Licensee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Licensee ceases to be entitled to possession pursuant to this clause.

(c) The tenancy created by operation of this clause may be determined by the Licensor serving on the Licensee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.

(d) The tenancy created by operation of this clause may be determined by the Licensee serving on the Licensor a notice stating that as from a date specified in the notice the tenancy is surrendered.

14 LICENSEE'S RENT AND OUTGOINGS

14.1 Licensee to Pay Rent

The Licensee covenants with the Licensor that the Licensee must, during the whole of the Term of Agreement and any extension of it, pay the Rent to the Licensor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

14.2 Goods and Services Tax

- (a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax invoice, the Licensee must pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.
- (b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable by the Licensor as a result of default by the Licensor in complying with the GST Law.

14.3 Rent and Adjusted Rent

The Licensee must pay to the Licensor on the Commencement Date the Initial Rent and thereafter must pay on each Due Date, Rent in advance adjusted as provided in sub-clauses 14.4 and 14.5.

~~14.4 Calculation of Annual Rental Adjustment~~

- ~~(a) On each anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:~~

$$R = B \times \frac{C}{D}$$

~~where:~~

- ~~R represents the Base Annual Rent following adjustment under this clause;
B represents the Base Annual Rent before adjustment under this clause;
C represents the Consumer Price Index Number for the last quarter for which such a number was published before the Due Date; and
D represents the Consumer Price Index Number for the last quarter of the last adjustment of Rent for which such a number was published.~~

- ~~(b) In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.~~
- ~~(c) Any Rent adjusted under this sub-clause shall be adjusted to the nearest whole dollar.~~
- ~~(d) An adjustment of Rent made under this clause shall take effect on its Due Date, notwithstanding that any Rent notice to the Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.~~

14.5 Market Rent Review

- ~~(a) In addition to the Rent adjustment provided for in clause 14.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the Market Rent in accordance with Division 6.3 of the CLM Act 2016 on that date with effect on and from each Market Rent Review Date by the Licensor;~~
- ~~(b) A redetermination of Rent for the purposes of sub-clause 14.5(a) will be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date specified or referred to in Column 2 of Item 8 of Schedule 1.~~
- ~~(c) Where the Licensor does not redetermine the Rent as provided for in sub-clause 14.5(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date shall be postponed by reason of the operation of this clause.~~
- ~~(d) A redetermination of Rent made under sub-clause 14.5(a) or 14.5(c) will take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (or where the said Due Date and the date of issue of the notice of redetermination are the same, then that date) even if the Licensee wishes to dispute the redetermination.~~

14.6 Rebate for Charitable or Non Profit Organisations

- (a) At the absolute discretion of the Licensor, the Licensor may determine that the Licensee is entitled to a Rent Rebate on the basis that the Licensee is a recognised charitable or non-profit organisation;
- (b) Subject to sub-clause 14.6(a), the Rent is calculated by subtracting the Rent Rebate from the Base Annual Rent, but the Rent must exceed the statutory minimum rental applicable to tenures under the CLM Act;
- (c) Where the Licensee is not entitled to a Rent Rebate, the Base Annual Rent applies.

15 CONTINUING OBLIGATION

The obligation of the Licensee to pay Rent is a continuing obligation during the Term of Agreement and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

16 NO REDUCTION IN RENT

Subject to this Licence the Licensee must not without the written consent of the Licensor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent reserved or imposed by this Licence. However, if at any time during the Licence:

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Licensee; and
- (b) as a result of the damage caused by the natural disaster or other serious event, the Licensee is not able to use the Premises in a reasonable manner,

the Licensee's obligations to pay Rent will abate to the extent proportional to the effect on the Licensee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Licensee is able to conduct the Licensee's activities and/or occupy the Premises in a reasonable manner.

17 LICENSEE TO PAY RATES

~~17.1 The Licensee must when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) rates, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.~~

~~17.2 Where the Licensor requires evidence for such payments the Licensee must produce such evidence within ten Business Days after the respective due dates for payment.~~

~~17.3 In the case where such rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.~~

18 LICENSEE TO PAY OTHER CHARGES

The Licensee must pay all other fees, charges and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term of Agreement payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.

19 LICENSEE TO PAY FOR SERVICES

The Licensee must as and when the same become due for payment pay to the Licensor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Licensee or consumed in or on the Premises, by the Licensee.

20 LICENSEE TO PAY COST OF WORK

Whenever the Licensee is required under this Licence to do or effect any act, matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk, cost and expense of the Licensee.

21 COSTS PAYABLE BY LICENSEE TO LICENSOR

Except when law limits costs being recovered from a Licensor by a Licensee, the Licensee must pay in full the Licensor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Licensor in consequence of or in connection with or incidental to:

- (a) the preparation and completion of this Licence;
- (b) any variation of this Licence made otherwise than at the request of the Licensor;

- (c) any application for the consent of the Licensor and the Minister if applicable under this Licence;
- (d) any and every failure to comply breach or default by the Licensee under this Licence;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Licensee of any covenant of this Licence;
- (h) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

22 COSTS PAYABLE BY LICENSOR

The Licensor must pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Licensee.

23 INTEREST ON OVERDUE MONEYS

The Licensee must pay interest to the Licensor on any moneys due and payable under this Licence or on any judgment in favour of the Licensor in an action arising from this Licence until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Licensor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest shall accrue and be calculated daily.

24 MANNER OF PAYMENT OF RENT AND OTHER MONEYS

The Rent and other moneys payable in accordance with this Licence must be paid to the address or bank account specified in Column 2 of Item 9, of Schedule 1 or to such other person or at such other address as the Licensor may from time to time direct by notice in writing served on the Licensee.

25 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES

25.1 Access

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee will have unfettered and free access to and from, the Premises at all times, provided however that:

- (a) The Licensee must strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee;

- (b) If the Licensee has shown the position of its intended access on the Access Plan under Appendix A and described the nature of the activity to be conducted on the land at those positions, then in respect of that access, the Licensor will not require further notice;
- (c) The Licensee as far as is practicable, must use existing access tracks to, from, within and surrounding the Premises;

25.2 Entry by the Public

The Licensee must allow the public to have right of access over that part of the Premises as specified in Column 2 of Item 20, of Schedule 1 and any such part of the Premises shall be suitably signposted. Otherwise the Licensee may prohibit unauthorised entry to the remainder of the Premises. If required by the Licensor plans showing the areas where public access is authorised and unauthorised shall be displayed in a prominent location at the entrance to the Premises.

25.3 Additions and Alterations

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor, the Minister (unless it has been deemed to have been given under section 2.23 of the CLM Act 2016) and any development consent required under the *Environmental Planning & Assessment Act 1979*. Any additions or alterations consented to by the Licensor and the Minister shall be carried out at the Licensee's expense.

25.4 Maintenance of Premises and Enclosed Areas

The Licensee must keep the Premises clean and tidy and in good order and condition.

25.5 Licensee to erect barricades etc

Where the Premises or any part of the Premises become to the knowledge of the Licensee (or which ought reasonably to be in the knowledge of the Licensee) unsafe, hazardous or dangerous the Licensee shall forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

25.6 No residence on Premises

The Licensee must not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

25.7 Licensee not to remove materials

- (a) The Licensee must not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor and the Minister and subject to such conditions as the Licensor or the Minister may determine.
- (b) Sub-clause 25.7(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any Improvement authorised by or under this Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.

- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 25.7(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

25.8 Licensee not to burn off

The Licensee must not carry out any burning off on the Premises except with the prior consent of the Licensor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the *Rural Fires Act 1997*. Any consent granted in accordance with this clause shall be subject to such reasonable conditions as the Licensor may impose.

25.9 Rodents and Vermin

The Licensee must take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and shall in the event of failing to do so if required by the Licensor employ from time to time a duly certified pest exterminator at cost of the Licensee and as approved by the Licensor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Licensee and any one acting on the Licensee's behalf shall not use any substance or undertake any activity prohibited by any legislation.

26 ADVERTISING

- (a) The Licensee must not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- (b) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 26(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

27 NOTIFICATION OF ACCIDENT

The Licensee must give to the Licensor prompt notice in writing of any serious accident or serious defect at or in the Premises or any part of them unless the defect or accident is capable of being and is promptly remedied by the Licensee.

28 LICENSEE NOT TO COMMIT NUISANCE ETC

The Licensee must not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) carry on or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Licensor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Premises for any illegal activity.

29 HAZARDOUS SUBSTANCES

The Licensee must not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

30 RELICS

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the *National Parks and Wildlife Act 1974* and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Licensee must not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee must within 24 hours notify the Licensor and the Chief Executive of the Office of Environment and Heritage of the existence of such relic place or item.
- (c) The Licensee must not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub- clause 30(b) without the approval of the Chief Executive of the Office of Environment and Heritage and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

31 ARTEFACTS

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Licensor and the Licensee must as authorised by the Licensor watch or examine any excavations and the Licensee must take all reasonable precautions to prevent such articles or things being removed or damaged and shall as soon as practicable after discovery thereof notify the Licensor of such discovery and carry out the Licensor's orders as to the delivery up to or disposal of such articles or things at the Licensor's expense.

32 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS

- (a) During the Term of Agreement and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in possession or not, the Licensee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the Licensed property.
- (b) Upon expiry of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.

33 GENERAL REQUIREMENT TO REPAIR

Without prejudice to the specific obligations contained in this Licence the Licensee must to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

34 BREAKAGES

The Licensee must, immediately at the Licensee's expense, make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

35 INDEMNITIES AND INSURANCE

35.1 Indemnity for use of Premises

(a) The Licensee indemnifies and keeps indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor will or may be or becomes liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:

- (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; or
- (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor must use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

35.2 Indemnity Continues After Expiration of Licence

The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

35.3 Exclusion of Consequential Loss

Despite any other provision of this Licence, both Parties exclude, and agree that they will have no rights against the other for liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

36 INSURANCE - PUBLIC RISK

The Licensee must effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 12, of Schedule 1 or such other amount as the Licensor may from time to time reasonably require as the amount payable in respect of liability arising out of any one single accident or event. The Licensor acknowledges that the Licensee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

37 PROVISIONS RE POLICIES

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee must produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Licensee pursuant to this Licence.
- (c) The Licensee must not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee must obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee must use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

38 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION

The Licensee indemnifies and keeps indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the non-compliance by the Licensee with any New South Wales or Commonwealth legislation that may apply to the Licensee's use, occupation of and access to the site and the Licensee's operation of their business from and access to the site.

This clause does not merge on the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

39 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW

Without prejudice to any other indemnity granted by this Licence, the Licensee indemnifies and keeps the Licensor indemnified against all claims whatsoever arising from a breach by the Licensee of any Environmental Law which breach is in relation to the Premises.

This clause shall not merge on expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

40 NO LIABILITY FOR FAILURE OF SERVICES

The Licensor is not liable for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or wilful act or omission of the Licensor its servants or agents.

41 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR

Subject to any other provision of this Licence, the Licensee must not without the written consent of the Licensor by any act, matter or deed or by failure or omission cause or permit to be imposed on the Licensor any liability of the Licensee under or by virtue of this Licence even though the Licensee is entitled to do so under any law present or future or otherwise.

42 RELEASE OF LICENSOR FROM LIABILITY

- (a) The Licensee occupies, uses and keeps the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or wilful acts omissions or default of the Licensor. The Licensor has no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises (but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or wilful omissions or default of the Licensor).
- (b) The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

43 LICENSOR'S WARRANTIES AND COVENANTS

43.1 Hazardous Chemicals

The Licensor warrants that it has not received any notices pursuant to the *Contaminated Land Management Act 1997* (NSW).

44 LICENSOR'S POWERS AND FUNCTIONS

44.1 Approval by Licensor

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent is not effective unless given in writing

and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.

- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 44.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

45 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS

45.1 Proportionate Liability

Part 4 of the Civil Liability Act 2002 (NSW) does not apply to this Licence.

45.2 Licensee to Comply with all Commonwealth and NSW State Laws

- (a) The Licensee must comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee must forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

45.3 Licensee to Comply with Environmental Laws

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, and in relation to the Premises:

- (a) comply with relevant Environmental Law;
- (b) use its best endeavours to prevent a breach of any Environmental Law;
- (c) report any breach even if accidental; and
- (d) provide to the Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
 - (i) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
 - (ii) requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

45.4 Licensee's Failure to Comply with Statutory Requirements

Where the Licensee breaches any law in relation to its use of the Premises it is taken to breach a condition of the Licence, provided that:

- (a) the Licensee has been found guilty of the breach, and
- (b) the Licensor determines that the breach warrants the Termination of the Licence.

46 NOTICES

46.1 Service of Notice on Licensee

Any notice served by the Licensor on the Licensee must be in writing and is sufficiently served if:

- (a) served personally or left addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- (b) sent by email to the Licensee's email address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor;
- (c) forwarded by prepaid security mail addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1;

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in subclauses 46.1 (a) and (b).

46.2 Service of Notice on Licensor

Any notice served by the Licensee on the Licensor must be in writing and is sufficiently served if:

- (a) served personally or left addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee; or
- (b) sent by email to the Licensor's email address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee;
- (c) forwarded by prepaid security mail addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1

and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in subclauses 46.2 (a) and (b).

46.3 Notices

- (a) Any notice served by the Licensor or the Licensee under this Licence is effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor or by the Licensee to the other.

- (b) Any notice sent by prepaid security mail is deemed to be served at the expiration of 2 Business Days after the date of posting.

47 PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.
- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 47(d).
- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

MISCELLANEOUS

48 NO MORATORIUM

Any present or future legislation which operates to vary obligations between the Licensee and the Licensor, except to the extent that such legislation is expressly accepted to apply to this Licence or that its exclusion is prohibited, is excluded from this Licence.

49 NO WAIVER

No waiver by a Party of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

50 NO MERGER

Nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Licence or under any other agreement.

51 COUNTERPARTS

- (a) A Party may execute this Licence by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

52 CONTACT PERSON

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Column 2 of Items 13 and 14, of Schedule 1 or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

53 APPLICABLE LAW

This Licence shall be construed and interpreted in accordance with the law of New South Wales.

54 NO HOLDING OUT

- (a) The Licensee must not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor.
- (b) The Licensee must not act as or represent itself to be the servant or agent of the Licensor.

55 WHOLE AGREEMENT

- (a) The provisions contained in this Licence expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise will be deemed to be implied in this Licence or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Licence.

- (c) The existence of any such implication or collateral or other agreement is hereby negated.

56 SPECIAL CONDITIONS

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

SCHEDULE 1

Item	Clause	Column 1	Column 2
1	2	Licensor	Queanbeyan-Palerang Regional Council
2	2	Licensee	Queanbeyan Veterans Motorcycle Club
3	2	Market Rent	N.A
4	2	Rent Rebate	N.A
5	2	Initial Rent	\$590 including GST
6	2	Due Date	Commencement of the licence and each anniversary of this date in each year of the Term of Agreement and any holding over period. Day usage fees are to be paid quarterly.
7	14.4	Annual Rental Adjustment	12 months from commencement and annually thereafter
8	14.5	Market Rent Review Date	Not applicable
9	24	Address for Payment of Rent	Queanbeyan-Palerang Regional Council PO Box 90, Queanbeyan NSW 2620 Name of financial institution: National Australia Bank BSB: 082-804 Acc no: 72-950-5329 Account in name of: QPRC General Account
10	46.1	Licensee's address for Service of Notices	Queanbeyan-Palerang Regional Council PO Box 90, Queanbeyan NSW 2620 Phone: 1300 735 025 Email: council@qprc.nsw.gov.au
11	46.2	Licensor's address for Service of Notices	Attention: Club Secretary Phone: 0420 312 652 Email: secretary@vmcfederal.com.au
12	36	Public Risk Insurance amount	\$20 Million

13	52	Licensor's Person	Contact	Mark Spear, Coordinator, Recreation Phone: (02) 6285 6331 Email: Mark.Spear@qprc.nsw.gov.au
14	52	Licensee's Person	Contact	Nathan Gale Secretary, VMC Federal Chapter Email: secretary@vmcfederal.com.au Mob: 0420 312 652
15	6	Permitted Use		Operation of a Motorcycle Club and related activities
16	7	Commencement Date		1 July 2024
17	7	Expiry Date		30 June 2029
18	2	Term of Agreement		5 Years
19	5	Essential Conditions of Licence		Clauses 1.1, 1.2, 6.2, 6.3, 8, 14, 33, 35, 36, 37, 38,39, 41, 42, 45.2, 45.3, 45.4
20	25.2	Entry by the public		N.A

End of Schedule 1

Schedule 2 Special Conditions

1) Liquor Licence

The licensee is entitled to hold a multi-functional liquor licence for the Licenced Area during the period of occupancy subject to the approval of the Licensor and the issuing of a Licence by the Office of Liquor and Gaming.

2) Licensee to be Efficient and Businesslike

The Licensee shall carry on its own operations within the licenced area and a good, efficient, and businesslike manner.

3) Licensors Instructions

The Licensee must follow all reasonable instructions by any person appointed by the Licensor in order to maintain control and proper management of the facilities. The Licensee must adhere to any instructions, either verbal or written, relating to use maintenance, and upkeep of the facilities.

Dated this day of

, 2024

Signed by an authorised officer of the
Queanbeyan Leagues Club Limited
as the **LICENSEE**

Signed by an authorised officer of the
**Queanbeyan-Palerang Regional
Council** as the **LICENSSOR**

Signature

Signatory

Print Name

Print Name

Office Held

Office Held

In the presence of

In the presence of

Signature of Witness

Signature of Witness

Print Name

Print Name

PREMISES APPENDIX

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE QUEANBEYAN-PALERANG REGIONAL COUNCIL AND THE QUEANBEYAN MOTORCYCLE CLUB. IN ACCORDANCE WITH THE PROVISIONS OF THE LOCAL GOVERNMENT ACT 1993 and CLM ACT 2016 FOR THE PERMITTED USE OF OPERATION OF A MOTORCYCLE CLUB, THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

Description of Licence Premises:

Reserve Number	Part of Reserve 85019
Parish	<i>Queanbeyan</i>
County	<i>Murray</i>
Locality	<i>Queanbeyan East</i>
Lot in Deposited Plan	Part of Lot 117 DP 823483
Commencement Date	1 July 2024
Expiry Date	30 June 2029
Initial Rent	\$590
Plan	Plan attached and marked as "A"

'ANNEXURE 'A' – MAP OF PREMISES

