

Preamble to Management Statement from Bega Eco Neighbourhood Developers Inc.

This Management Statement is for the benefit of the neighbourhood and the residents. Its purpose is to state clearly the aims and objectives of the neighbourhood and give clear guidelines about how the neighbourhood will be managed to ensure that the aims and objectives are met. It is also a document that is required by the *Community Land Management Act NSW 1989* and is for the benefit of the Bega Valley Shire Council so that it is clear who is responsible for what.

Many of the by-laws in the Management Statement are the 'bottom line'. They are there for the unlikely event that there is misunderstanding about how or what things should be done in a situation. BEND hopes this document will be useful for residents to refer to, and will be seen not so much as a book of rules but as some well-thought-out practical suggestions for applying the philosophy that the neighbourhood has been designed to embody and model.

The philosophical bases of the BEND development proposal

- ❖ Individually and as a society we have to significantly reduce our ecological footprint on the earth. In particular our current consumption of energy, water and soil cannot be sustained.
- ❖ As individuals and communities we are both diverse and interdependent. For human life to be sustainable we need to accept our diversity and work creatively with each other.

The MS states that decisions are to be made by consensus. However the MS must satisfy the NSW law relating to Community Title and so, failing consensus, the following is true:

Part one of the MS requires unanimous agreement from all unit entitlements (each Lot has 2 unit entitlements i.e. entitlements to vote) for any change and the other Parts require agreement from 75% of the unit entitlements for any change.

Changes to the MS that are agreed to by the Neighbourhood Association will then be reviewed by the NSW Department of Lands, checked for compliance with the Act and legally adopted. This process does not apply to changes to any of the Annexes to the Management Statement. To be changed, the Annexes require a 75% majority at a Neighbourhood Association General Meeting.

We hope that the spirit of BEND's intention is accurately reflected in the Management Statement and that future residents of the neighbourhood will put focused attention on what they perceive as the spirit of that intention when they read and interpret the document.

Bend Neighbourhood Management Statement

WARNING

The terms of this management statement are binding on the Neighbourhood Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a neighbourhood lot within the Neighbourhood Scheme.

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INTRODUCTION

The objectives of this statement are to establish the aims and fundamental principles that this neighbourhood functions upon; to establish a structure of management and responsibility that ensures the aims and principles are achievable; and to establish the by-laws fundamental to the practical functioning of the neighbourhood.

PART 1 – the essence or theme of the neighbourhood

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws contained in Part 1 relate to the control and preservation of the essence or theme of the Neighbourhood Scheme and as such may only be amended or revoked by unanimous decision of the Neighbourhood Association [see section 17(2) of the Act]. Reference to the ‘Act’ is, unless otherwise stated, a reference to the *Community Land Management Act NSW 1989*.

1 AIMS AND OBJECTIVES OF THE NEIGHBOURHOOD SCHEME

- 1.1 The aims of the neighbourhood include, but are not restricted to, the promotion of social and ecological harmony and sustainability.
- 1.2 The objectives of this neighbourhood include, but are not limited to the following broad principles:
 - a) **Promoting inclusiveness, equality, cooperation, diversity of membership and residency.** Specifically, this means the inclusion and respect of all members and tenants in management and decision-making processes, and also cohesiveness and integration with the wider community.
 - b) **Living in harmony with the environment.** Specifically, this includes the rehabilitation and conservation of endemic ecosystems and the practical application of permaculture principles to establish energy-conserving and productive living environments.
 - c) **Providing an educational model.** The Neighbourhood Scheme will allow for others to learn from it in a way that does not unduly impinge upon the lives of the residents.
 - d) **Promoting the use of consensus decision-making.** The principles of consensus decision-making are considered fundamental to the management of this neighbourhood and as such all sections of this statement are to be interpreted with regard to this principle.

2 PRINCIPLES OF SOCIAL SUSTAINABILITY

- 2.1 The Neighbourhood Association must prescribe, in the *Statement of Social Sustainability* (Annex 1), principles and processes in relation to social sustainability, including:
- a) decision-making processes;
 - b) conflict resolution processes;
 - c) internal relations; and
 - d) external relations.
- 2.2 The Neighbourhood Association must at its first meeting adopt the interim *Statement of Social Sustainability* contained in Annex 1, or an amended version of the interim *Statement of Social Sustainability*.
- 2.3 Once approved the interim statement becomes the *Statement of Social Sustainability*.
- 2.4 The Neighbourhood Association must make available to all proprietors a copy of the *Statement of Social Sustainability* in force at the time, at no charge to the proprietor.
- 2.5 The Neighbourhood Association may amend from time to time the *Statement of Social Sustainability* by special resolution of the Neighbourhood Association.
- 2.6 The principles and procedures of social sustainability set out in the *Statement of Social Sustainability* in force at the time are binding upon:
- e) the Neighbourhood Association;
 - f) each proprietor of a lot; and
 - g) each lessee of a lot.
- 2.7 To further objective 1.2(a) the Neighbourhood Association and lot owners have the following responsibilities:
- a) The Neighbourhood Association is to encourage a ratio of two-thirds privately owned housing lots and one-third not for profit rental housing lots.
 - b) Lot owners who wish to sell their lot are encouraged to give a 'first option to purchase' to the Neighbourhood Association or a housing provider approved by the Neighbourhood Association.

3 STANDARDS FOR THE BUILT ENVIRONMENT

- 3.1 The Neighbourhood Association must prescribe standards in relation to:
- a) architecture and building design;
 - b) humanure and greywater;
 - c) stormwater and drainage;
 - d) landscaping;
 - e) keeping of animals; and
 - f) any other matter relating to the built environment.

- 3.2 The Neighbourhood Association must at its first meeting either adopt or amend the interim *Standards for the Built Environment* contained in Annex 2.
- 3.3 Once approved by the Neighbourhood Association, the standards become the *Standards for the Built Environment* of the Neighbourhood Scheme.
- 3.4 The Neighbourhood Association must make available for use, to all proprietors, a copy of the *Standards for the Built Environment* in force at the time, at no charge to the proprietor.
- 3.5 The *Standards for the Built Environment* in place from time to time are binding upon:
 - a) the Neighbourhood Association;
 - b) each proprietor of each lot;
 - c) each mortgagee in possession of a lot; and
 - d) each lessee of a lot.
- 3.6 The Neighbourhood Association may amend from time to time the *Standards for the Built Environment* by special resolution provided that the requirements of By-laws 23.4, 23.5 and 23.6 have been met.

4 NON-URBAN LAND MANAGEMENT

- 4.1 The Neighbourhood Association must maintain and amend as necessary a *Land Management Plan* for the use of non-urban land.
- 4.2 The plan must specify but shall not be limited to:
 - a) the organic certification body used by the association;
 - b) a model licensing agreement; and
 - c) current licensing agreements existing from time to time over agricultural lands.
- 4.3 The Neighbourhood Association must at its first meeting either adopt, or amend and adopt, the interim *Land Management Plan* contained in Annex 3.
- 4.4 Once approved by the Neighbourhood Association, the interim plan becomes the *Land Management Plan* for the Neighbourhood Scheme.
- 4.5 The Neighbourhood Association must display in a public place within the neighbourhood and make available to all licensees of agricultural lands a copy of the *Land Management Plan* in force at the time.

PART 2 – restricted neighbourhood property

RESTRICTED NEIGHBOURHOOD PROPERTY

These by-laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with written permission of each person entitled by the by-law to the use of the Restricted Neighbourhood Property [see Section 54 of the Act].

INTRODUCTION TO PART 2

Restricted Neighbourhood Property is property of the Neighbourhood Association that has restrictions on the use that the land may be put to and/or the person entitled to use the land, by the by-laws of this Part. (Other neighbourhood property is restricted. These are covered in Part 3, Mandatory Matters.)

5 RESTRICTED NEIGHBOURHOOD PROPERTY

- 5.1 The restricted neighbourhood property under Part 2 comprises:
 - a) Reforestation Area;
 - b) Conservation Area;
 - c) Agricultural Areas; and
 - d) Neighbourhood Parking Areas.
- 5.2 The restricted neighbourhood property under Part 3 (Mandatory Matters) comprises:
 - a) private accessways; and
 - b) Neighbourhood house, shed.
- 5.3 The persons and groups entitled to use the Reforestation, Conservation and Agricultural areas are to be determined by the granting of conditional licences by the Neighbourhood Association for use of specified areas within the Reforestation, Conservation and Agricultural Areas.
- 5.4 All residents of the Neighbourhood Scheme are entitled to use the Reforestation, Conservation and Agricultural areas for the purposes of private passive recreation provided that such use does not:
 - a) contravene any by-law or decision of the Neighbourhood Association or any of its subcommittees; or
 - b) interfere with any reforestation, conservation or agricultural project underway within these areas.

6 REFORESTATION AREA

- 6.1 The Reforestation Area comprises the area to the north of the anabran system contained by Bridge and East Streets.
- 6.2 Use of the Reforestation Area is restricted to that of agriculture under licence until such time as the Neighbourhood Association or appropriate licensee has the resources to commence reforestation. Thereafter use of the Reforestation Area shall be for the long-term establishment of mature trees, with options remaining open for sustainable use of thinnings and grazing.

- 6.3 The Neighbourhood Association may place such restrictions on access to the Reforestation Area deemed necessary to protect:
- a) regenerating vegetation;
 - b) habitat; and
 - c) environmental integrity of the area.

7 CONSERVATION AREA

- 7.1 The Conservation Area comprises the anabranch from Bridge Street and the gully area extending from the lagoon outside the western boundary, to East Street. This includes a 10m buffer strip on the edge of the anabranch system.
- 7.2 Within the Conservation Area is a triangular area bounded by the western boundary, the anabranch and the gully, labelled AC1 on the BEND Concept Plan. This may be used for conservation, reforestation or agriculture at the discretion of the Neighbourhood Association.
- 7.3 Use of the Conservation Area is restricted to that of rehabilitation using only endemic and non-endemic species approved by the Neighbourhood Association and shall be managed with respect for and improvement of the area's conservation value.
- 7.4 The Conservation Area will be managed in accordance with any standards or codes adopted and in force at the time, to provide and ensure for:
- a) erosion control, soil retention and flood impact mitigation;
 - b) rehabilitation of endemic aquatic, wetland, riparian and forested ecosystems; and
 - c) conservation of endemic ecological communities and associated native fauna.
- 7.5 Use of non-endemic species is restricted to species approved by the Neighbourhood Association that:
- a) have a demonstrated ability to serve functions listed in By-law 7.4 more effectively than endemic species;
 - b) hold no significant potential to become a weed infestation or environmental hazard; and
 - c) amount in total to a small percentage of the total biomass.
- 7.6 The Neighbourhood Association may restrict access to the conservation area for the purpose of protecting the environment in this area.
- 7.7 The Neighbourhood Association may enter into licence agreements with any person for the harvest of defined naturally occurring bio-yields in the Conservation Area such as seeds and native fruits, provided that such harvest does not interfere with the ecological stability and integrity of the area.

8 AGRICULTURAL AREA

- 8.1 The Agriculture Area consists of three Sub Areas:
- a) the Main Flats Sub Area down-slope of the constructed swale system;

- b) the Peninsula Sub Area to the north of Lots 19–22, above the one in 100 year flood line; and
 - c) the constructed Swale Sub Area below Lots 2–13 and to the northeast of the Peninsula below the one in 100 year flood line, not dedicated by the Neighbourhood Association to another purpose.
- 8.2 Use of the Agricultural Area is restricted to that of sustainable agriculture, wetland ecosystem conservation, stormwater retention, greywater treatment, storage and application, education and visitors' centre, recreation and such other purposes as the Neighbourhood Association may determine from time to time.
- 8.3 The following terms and conditions apply to the use of the Agricultural Area:
- a) use of the Agricultural Area is subject to any standards, licence conditions, code or by-law adopted by the Neighbourhood Association and in force at the time;
 - b) the land will be managed towards organic and/or biodynamic certification;
 - c) the use of substances (artificial fertilisers, herbicides and pesticides) not approved by the current organic certification body (named in Annex 3) is prohibited except with express permission of the Neighbourhood Association; and
 - d) the land will be managed and utilised in such ways as to improve the soil ecology, structure and composition.
- 8.4 The boundaries of particular Sub Areas within the Agricultural Area are not rigidly defined and may be altered at the discretion of the Neighbourhood Association.
- 8.5 The Neighbourhood Association may issue licence(s) over areas within the Agricultural Area in accordance with provisions of By-laws 24.4, 24.5, 24.6 and 24.7.

Main Flats Sub Area

- 8.6 The boundary between the Main Flats and Swale Sub Areas is to be determined by the level of demand for licences to individual residents for private agricultural pursuits.
- 8.7 Use of the Main Flats Sub Area is restricted to that of sustainable agriculture, land application of treated greywater resources and conservation of wetland ecosystems by such persons or groups as may be licensed by the Neighbourhood Association.
- 8.8 The following terms and conditions apply to the use of the Main Flats Sub Area:
- a) animal husbandry may be practised complying with By-law 29.4;
 - b) any activity to be carried out must be assessed in terms of its suitability in regard to the potential for severe flood inundation, and soil erosion;
 - c) the area must be managed to enhance the ecological values of the wetland area, particularly frog populations; and

- d) use of irrigation resources shall be subject to any rules, decisions, or guidelines of the Neighbourhood Association in place from time to time.

Peninsula Sub Area

- 8.9 The Peninsula Sub Area consists of the area above the one in 100 year flood line adjacent to the north of neighbourhood Lots 19–22, not dedicated by the Neighbourhood Association to another purpose.
- 8.10 Use of the Peninsula Sub Area is restricted to that of land application of treated greywater resources, sustainable cultivation of food producing plants, animal husbandry and gardening by such persons as may be licensed by the Neighbourhood Association, provided these agricultural activities undertaken in any effluent reuse area meet management requirements prescribed in By-laws 15.8–15.20 and 35.24–35.30.
- 8.11 The following terms and conditions apply, in addition to any other rule, standard or by-law in force at the time, to the use of the Peninsula Sub Area:
 - a) individual residents of the Neighbourhood have priority access to the Peninsula Sub Area for their private agricultural endeavours; and
 - b) no licence fee may be imposed for use of the area by residents.

Swale Sub Area

- 8.12 Use of the Swale Sub Area is restricted to that of retention and processing of stormwater resources, land application of treated greywater resources and sustainable cultivation of food-producing plants by those licensed by the Neighbourhood Association.
- 8.13 The following terms and conditions apply, in addition to any other by-law or standard in the *Land Management Plan* in force at the time, to the use of the Swale Sub Area:
 - a) no activity shall negatively interfere with the retention and processing of stormwater by absorption in the constructed swale system; and
 - b) entitlement to use of the Swale Sub Area and to harvest yields of food-producing plants must be managed equitably and with due process.

9 NEIGHBOURHOOD PARKING AREAS

Residents Car Park

- 9.1 Use of the Residents Car Park is restricted to the proprietors of Lots 15 to 22 (lots within the Restricted Vehicle Access road area), and to such other residents as have licence to use.
- 9.2 Use of parking spaces is for the purpose of parking of motor vehicles, caravans, trailers and boats.
- 9.3 Other items may be stored in parking spaces only with the permission of the Neighbourhood Association.

- 9.4 Residents of Lots 15 to 22 are entitled to the use of two parking spaces per lot.
- 9.5 The allocation of car parks is to be determined by the Neighbourhood Association.
- 9.6 With design approval from the Neighbourhood Association, parking spaces may be enclosed for security and protection from the elements.
- 9.7 Proprietors of Lots 15 to 22 are responsible for the upkeep and maintenance of their carports.
- 9.8 Residents entitled to use of a parking space must keep the space in a clean, tidy and safe manner.

Visitors Car Park

- 9.9 The car park on East Street is only for visitors.

PART 3 – mandatory matters

MANDATORY MATTERS

These are matters that must be addressed in every neighbourhood management statement (provided that they are not included in a related community management statement or precinct management statement).

10 PRIVATE ACCESSWAYS

- 10.1 Areas designated on the Neighbourhood plan as ‘accessways’ are private accessways.
- 10.2 The private accessways are available for use by:
- a) the proprietors, occupiers and invited guests of neighbourhood lots;
 - b) the invitees of the Neighbourhood Association;
 - c) the servants and agents of service providers; and
 - d) council agents and other statutory authorities.
- 10.3 The Neighbourhood Association may close, authorise the closure of a section, or otherwise control usage of any portion of the private accessways, for the purpose of maintenance and repair of the road facility.
- 10.4 The following provisions of the Act apply to the determination, imposition and collection of levies for the private accessways:
- a) Section 20(1), (5–13); and
 - b) Part 4 of Schedule 1.
- 10.5 Areas within the designated private accessway area that are not used for the carriage of vehicles and pedestrians shall be managed to provide for retention of stormwater run-off and utilised in a productive, sustainable and appropriate way.
- 10.6 The control, management and responsibility for the maintenance and repair of Private Accessways will vest in the Neighbourhood Association.

Foot and Cycle Accessways

- 10.7 The area designated as Foot and Cycle Accessway is a private pedestrian and bicycle accessway.

Restricted Shared Zone

- 10.8 The area designated as Restricted Shared Zone is a private accessway restricting vehicle access for the following purposes only:
- a) disabled access;
 - b) delivery and removal of construction materials;
 - c) access necessary for the construction and maintenance of buildings;
 - d) provision and maintenance of utility services;
 - e) emergency vehicle access;
 - f) delivery and removal of heavy household furniture etc; and

- g) any other purpose with prior approval of the Neighbourhood Association.

Vehicle Flood Accessway

- 10.9 The area designated as Vehicle Flood Accessway is a private accessway for access only when a one in 100 year flood prevents the use of the East Street entrance to the Shared Zone.
- 10.10 The Vehicle Flood Accessway must remain available and must not be built on, planted on or obstructed in any way.

Shared Zone

- 10.11 The Area designated as Shared Zone is a private accessway. It must be used quietly and slowly, with respect for all neighbouring lots and properties that have dwellings in close proximity to the Shared Zone.
- 10.12 A speed limit of 10 kilometres per hour is in place on the Shared Zone, Restricted Shared Zone and Vehicle Flood Accessways.

11 PERMITTED USES OF AND SPECIAL FACILITIES ON THE NEIGHBOURHOOD PROPERTY

Neighbourhood House

- 11.1 The neighbourhood house is a private neighbourhood facility primarily for the use of the residents of the neighbourhood and their guests.
- 11.2 The neighbourhood house, or parts thereof, may, at the discretion of the Neighbourhood Association, be made available for hire to non-residents, at an agreed rate, provided that:
 - a) a booking system is established to manage use of the neighbourhood house by non-residents;
 - b) use of the house by non-residents is organised so as to minimise interference with the use of the house by residents; and
 - c) terms of use are clearly known to residents and non-resident users of neighbourhood house.
- 11.3 The Neighbourhood Association is responsible for:
 - a) managing a booking system for use of spaces in the neighbourhood house by residents and non-residents;
 - b) managing the housekeeping arrangements; and
 - c) the maintenance of the building.

Shed

- 11.4 The shed is a private neighbourhood facility primarily for the use of the Neighbourhood Association.
- 11.5 Residents may arrange to use the shed with the permission of the Neighbourhood Association.

11.6 The Neighbourhood Association is responsible for the maintenance of the shed.

Renewable Energy System

11.7 The Neighbourhood Association and its delegated officers are responsible for the proper maintenance, care and operation of all renewable energy systems on neighbourhood property.

11.8 The Neighbourhood Association is responsible for the distribution of any credits earned from the renewable energy system.

12 INTERNAL FENCING

12.1 Subject to By-law 12.2, the *Dividing Fences Act* applies as between neighbourhood lot and neighbourhood lot.

12.2 The Neighbourhood Association is not liable for the cost of construction and maintenance of fences between neighbourhood lots and association property.

12.3 Solid screening fences are permitted upon neighbourhood lots within building envelope zones A & D only (see Part 8, Bend Services Plan). All other screens must be living but may include post and wire support structure.

12.4 The Neighbourhood Association must set standards for the height and style of fence permitted.

12.5 Living screens must be planted in accordance with the standards in Annex 2.

12.6 Respective owners of adjoining neighbourhood lots are mutually and equally responsible for the planting, care, maintenance, and cost of the living screens they share.

13 WASTE AND RECYCLING

Responsibilities of Neighbourhood Association

13.1 The Neighbourhood Association adopts a zero landfill waste target and promotes the minimisation of waste by recycling, reusing, and reducing consumption of unrecyclable materials, wherever possible.

13.2 The Neighbourhood Association shall provide, to the satisfaction of the Bega Valley Shire Council, a neighbourhood waste and recycling depot for disposal of non-recyclable household waste and the recycling of all materials able to be recycled.

13.3 The Neighbourhood Association may provide a storage area for reusable materials and may implement a reuse program.

13.4 The Neighbourhood Association is responsible for the maintenance and administration of the neighbourhood waste and recycling depot, and shall ensure it is used and maintained in an orderly and hygienic state.

- 13.5 The Neighbourhood Association is responsible for overseeing arrangements for the collection from the designated waste and recycling depot of landfill and recyclable materials.
- 13.6 The Neighbourhood Association may levy a contribution upon the proprietor of a lot to cover costs associated with waste and recycling collection.
- 13.7 The Neighbourhood Association maintains the right to serve notice on proprietors of lots, requiring the proprietor to clean up any waste, and alter or install any appropriate facilities for handling waste and compost.
- 13.8 The Neighbourhood Association is responsible for supporting any resident who is physically unable to properly maintain their composting facilities, or manage the collection and control of wastes and recyclable materials.

Responsibilities of Occupiers

- 13.9 The proprietor or occupier of each lot is responsible for the tidy keeping of their lot.
- 13.10 The proprietor or occupier of each lot is responsible for the collection, control and disposal of all forms of household waste upon their blocks.
- 13.11 The proprietor or occupier of a lot must store all garbage and used recyclable materials in a secure and sanitary manner.
- 13.12 The proprietor or occupier of each lot is responsible for the disposal, outside of the Neighbourhood Scheme, of construction waste, car bodies/parts, batteries, bulky items including whitegoods, used oil, paints and any toxic substances.
- 13.13 The proprietor and occupier of each lot must install and maintain a composting system in a form approved by the Neighbourhood Association.

14 SERVICES

Telephone

- 14.1 Telstra will be the supply authority, and will be responsible for its maintenance.

Firefighting Systems

- 14.2 The Neighbourhood Association is responsible for meeting the statutory and practical requirements for maintenance and testing of the firefighting systems. See Annex 7 – Neighbourhood Firefighting System.

Electricity

- 14.3 Mains electricity is supplied to Lot 1 of the Bend Neighbourhood on a Current Transformer metering system.

Responsibilities of the Neighbourhood Association

- 14.4 The Neighbourhood Association adopts a minimal energy consumption goal and will promote the minimisation of mains electricity usage by:
- a) encouraging and modelling careful and considered design, construction and fit-out of all houses and other improvements; and
 - b) allowing for and encouraging the generation of electricity from renewable sources.
- 14.5 The Neighbourhood Association is responsible for the maintenance of mains electrical services on Neighbourhood Association property, and to the point of entry (electrical turret) of all neighbourhood lots.
- 14.6 The Neighbourhood Association is not obliged to supply electricity except in accordance with the Bend *Neighbourhood Electricity Agreement*.
- 14.7 The *Neighbourhood Electricity Agreement* must include the following conditions:
- a) no guarantee of supply
 - b) no liability for loss in event of system failure,
 - c) payment for electricity consumed within a certain period,
 - d) a method of calculating cost.
 - e) the right to vary the charge from time to time
 - f) disconnection from system at the Neighbourhood Association's discretion.
- 14.8 The Neighbourhood Association has the responsibility to issue accounts/invoices and demands for payment within the time stipulated in the *Electricity Agreement*, and in accordance with Section 28 of this Management Statement.
- 14.9 The Neighbourhood Association will charge for the supply of electricity at a rate equivalent to the unit purchase price the Neighbourhood Association is being charged plus an amount to cover the cost, or future costs, of administration and maintenance of the system, and any additional fees such as for 'green energy', renewable energy, or any additional fee affecting the standard unit purchase price.
- 14.10 The Neighbourhood Association has a right of entry onto neighbourhood lots for the purpose of reading meters and maintaining the electrical system.
- 14.11 The Neighbourhood Association has the right to discontinue the supply of mains electricity in accordance with the *Neighbourhood Electricity Agreement*.
- 14.12 The Neighbourhood Association will consider licence applications for generation systems to be installed by lot holders or other parties on Lot 1.
- 14.13 The Neighbourhood Association must encourage, and remunerate wherever possible, lot holders who contribute in an approved manner to the generation of renewable energy in the Neighbourhood.

Responsibilities of occupiers

- 14.14 Occupiers are actively to support the Neighbourhood Association's minimal energy consumption goal.
- 14.15 The proprietor of each lot must ensure that all mains electricity consumed on their premises is metered by an approved meter, and each meter is easily accessible.
- 14.16 Occupiers must allow scheduled readings of electrical meters on their premises and pay their bills promptly to the Neighbourhood Association.
- 14.17 Occupiers will allow the Neighbourhood Association to calculate and record the output of their renewable energy systems.

15 SEWERAGE

Humanure

- 15.1 All onsite sewerage management facilities must be of a waterless composting toilet type, unless:
- a) the Neighbourhood Association decides to allow another form of system, and
 - b) Bega Valley Shire Council approves the installation of that other form of system.
- 15.2 Onsite composting toilets may be continuous or batching systems accredited with NSW Health Department approval, or owner-designed and built systems subject to:
- a) NSW Health Department Advisory Note 1 – October 2000, 'Exemption of Sewage Management Facilities to be Accredited', Application of Clause 43(2) of the *Local Government (Approvals) Regulation, 1999*; and
 - b) suitability of design and quality of construction of the system proposed as assessed and approved by the Built Environment Focus Group and Bega Valley Shire Council.
- 15.3 The owner of each lot is responsible for the installation, monitoring and maintenance of their waterless composting toilet facility to the satisfaction of Bega Valley Shire Council and the Neighbourhood Association.
- 15.4 The owner of each lot must, before commencing installation of a waterless composting toilet unit, submit detailed diagrams depicting the location, installation, make and specifications of the unit to the Neighbourhood Association for assessment. Proposals for owner-built facilities must contain detailed drawings of the plan and construction technique proposed.
- 15.5 The Neighbourhood Association will provide advice and oversight in the management of their composting toilets to residents when required.

- 15.6 The Neighbourhood Association is responsible for supporting any resident who is physically unable to dispose properly of the material from their composting toilet.
- 15.7 The Neighbourhood Association is responsible for all composting toilet installations upon Neighbourhood Association Property and the disposal of humanure from such installations.

Greywater

- 15.8 The owner of each lot is responsible for the purchase, installation and maintenance, to the satisfaction of the Neighbourhood Association and of Bega Valley Shire Council, of:
- a) an inspection access point before their greywater drain enters the effluent main; and
 - b) if desired by the owner of a lot, an effluent application system within their respective lot connected to the treated effluent distribution mains.
- 15.9 All greywater drains on each Neighbourhood lot must be connected to and drain into the Neighbourhood greywater service main.
- 15.10 The Neighbourhood Association and its delegated officers are responsible for the proper maintenance, care and operation of all effluent treatment and application system infrastructure upon Neighbourhood Property in accordance with the prescribed effluent system operation and maintenance guidelines.
- 15.11 In the event of a significant malfunction or failure of the Neighbourhood effluent treatment and application system, the person(s) responsible on behalf of the Neighbourhood Association for management of the effluent treatment and application system is required to:
- a) notify the Bega Valley Shire Council and the Department of Environment and Climate Change;
 - b) convene a meeting of either the Built Environment Focus Group or the Neighbourhood Association, as the situation may require; and
 - c) attain a resolution of the meeting on how to deal with the malfunction or failure.
- 15.12 For the purposes of section 15.11, a significant malfunction or failure of the effluent treatment and application system is defined as one that poses an environmental (as defined in the *Protection of Environment (Operations) Act 1997*) or public health threat.
- 15.13 The Neighbourhood Association will responsible for the appropriate distribution of the treated effluent to all application areas within the Neighbourhood Scheme to the satisfaction of Bega Valley Shire Council.
- 15.14 The Neighbourhood Association must keep, to the satisfaction of Bega Valley Shire Council, an up-to-date and comprehensive *Effluent Treatment and Application System Operations and Maintenance Manual* describing in detail:
- a) the operation of the Neighbourhood effluent treatment and application system;

- b) maintenance of the Neighbourhood effluent treatment and application system;
- c) monitoring of soil moisture levels in distribution areas;
- d) procedures in the event of wet weather;
- e) procedures in the event of system component malfunction;
- f) occupational health and safety requirements;
- g) public and environmental health requirements; and
- h) effluent testing procedures and schedules.

15.15 A summary of the Manual, including all updates, shall be included in the Annexes to the Management Statement.

15.16 The Neighbourhood Association will ensure to the satisfaction of Bega Valley Shire Council, that any person(s) employed in operating, managing and maintaining the Neighbourhood effluent treatment and application system are appropriately trained in all matters relevant to the safe and efficient functioning of the system, including but not limited to:

- a) occupational health and safety practices;
- b) procedures during wet weather events;
- c) procedures for effluent testing and system monitoring; and
- d) public and environmental health issues.

15.17 The Neighbourhood Association will take all action necessary to ensure that all residents, especially new residents, are aware of the need to protect the greywater system by preventing harmful substances that could hinder treatment processes from entering the greywater system.

15.18 The occupier(s) of each residential lot within the Neighbourhood Scheme are responsible for ensuring that no substance listed in the annexes to the Management Statement or in the Poisonous Substance Policy as a banned substance, or any other substance with a possible adverse impact on the health and function of the Neighbourhood effluent treatment and application system, shall by accident or otherwise, enter or contaminate the Neighbourhood effluent treatment and application system.

15.19 The occupier(s) of a lot may, at the discretion of the Neighbourhood Association, be held liable by the Neighbourhood Association for the cost of repair or replacement of any component(s), living or non-living, of the Neighbourhood effluent treatment and application system damaged or contaminated by the entrance from the lot of the occupier of any substance referred to in Clause 15.16, regardless of whether such entrance or contamination was accidental or intentional.

15.20 The Neighbourhood Association and its delegated officers reserve the right to enter and remain upon neighbourhood lots for the purpose of investigating the suspected source of contaminants in the event of contaminants entering and causing adverse impact on the health and function of the Neighbourhood effluent treatment and application system, provided that:

- a) a reasonable attempt to notify occupier(s) of the lot of the intention to enter upon the neighbourhood lot is made,

- b) consultation with occupier as to a convenient time for inspection is attempted; and
- c) failing attempts at notice and consultation, entrance onto the lot is limited to inspection of the greywater inspection point located on the neighbourhood lot.

16 DRAINAGE

- 16.1 The Neighbourhood Association shall be responsible for the maintenance of all soakage, run-off swales, defined overland flow paths and drains so that all surface water flowing onto neighbourhood property and all water overflowing from any tank or building flow into the existing natural drainage lines.
- 16.2 The Neighbourhood Association shall be entitled to take any steps necessary, or to require the proprietor of any lot to take such steps, to maintain any soakage, run-off swale or defined flow path and drains that are located upon any lot.
- 16.3 The Neighbourhood Association may, when considering any plan or development proposal submitted to it for approval, require an undertaking to preserve any soakage, run-off swale or defined flow-path or drain.
- 16.4 Owners of neighbourhood lots are responsible for the prevention of contamination of stormwater run-off by:
- a) soil and silt;
 - b) chemicals and other pollutants; or
 - c) greywater and humanure.
- 16.5 The Neighbourhood Association has the right subject to By-law 27 to issue notices requiring the removal of a contamination hazard.

17 WATER SYSTEM AND RAINWATER TANKS

- 17.1 The Neighbourhood Association is responsible for allocating the use and distribution of rainwater collected from all Neighbourhood Association property.
- 17.2 The Neighbourhood Association shall be responsible for the maintenance of water reticulation systems located on Neighbourhood Association property.
- 17.3 The Neighbourhood Association shall have the benefit of any statutory easements created over the pipes of all water reticulation systems, including greywater, fire and domestic systems, and may enter upon neighbourhood lots to effect work upon the water reticulation systems, provided that:
- a) two weeks written notice is given to any proprietor and resident of affected lots giving details of proposed works;
 - b) in case of emergency, all reasonable steps possible are taken to notify the proprietor or resident of intention to carry out works; and
 - c) that the Neighbourhood Association incurs the cost of such works and of rectifying any disturbance to the lot.

- 17.4 The Neighbourhood Association is responsible for ensuring that water supplying the fire hydrants meets the standard for fire fighting purposes of the NSW Fire Brigade.
- 17.5 Proprietors of neighbourhood lots must install and connect gutter downpipes to a rainwater tank(s) with a minimum storage capacity to be determined according to residential capacity of the dwelling in agreement with Bega Valley Shire Council during the Development Application process.

18 INSURANCE

- 18.1 The Coordination Committee is responsible for maintaining insurance policies covering Neighbourhood Association Property.
- 18.2 Details and copies of all current insurance policies must be kept and made available for inspection by any proprietor or occupier of a neighbourhood lot.
- 18.3 The following insurance policies must be kept at all times:
- a) public liability for at least 10 million dollars (\$10,000,000);
 - b) building and contents for all association buildings; and
 - c) voluntary workers.
- 18.4 The Neighbourhood Association will keep Workers Compensation policies when necessary.

19 COORDINATION COMMITTEE PROCEEDINGS

The Coordination Committee is for all intents and purposes the Executive Committee of the Neighbourhood Association.

Constitution

- 19.1 The Coordination Committee of the Neighbourhood Association must be established in accordance with Division 2 of Part 2 of the Act.

Noticeboard

- 19.2 The Coordination Committee must fix a noticeboard for the display of current information relating to Neighbourhood business in a prominent position upon neighbourhood property.

Meetings

- 19.3 The Coordination Committee may, subject to By-laws 19.7, 19.8 and 19.9, meet together for the conduct of business, adjourn or otherwise regulate its meetings as it sees fit.

Notice of Meetings

- 19.4 The Secretary or the member of the Coordination Committee who convenes a meeting must at least seven days prior to the intended meeting:
- a) display on the noticeboard a notice of intention to hold the meeting;

- b) display on the noticeboard the proposed agenda for the meeting; and
- c) take all reasonable steps possible to notify all members of the Coordination Committee of the intention to hold a meeting.

- 19.5 The requirement for one week's notice in By-law 19.4 may be reduced to 24 hours notice in the event of the need for an urgent meeting, provided that:
- a) all reasonable steps have been taken to personally contact each member of the Coordination Committee at least 24 hours prior to meeting;
 - b) each member who has been notified agrees to hold an urgent meeting; and
 - c) notice of intention to hold the meeting and a proposed agenda have been displayed for at least 24 hours.

- 19.6 Failure to take all reasonable steps to notify a member of a proposed meeting will at the insistence of any member not notified, render the meeting and any decisions made during it null and void.

Meeting Agenda

- 19.7 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 19.8 No business may be dealt with at that meeting unless details of that business are set out in the agenda for that meeting.

Place of Meetings

- 19.9 Meetings must be held within a radius of one kilometre from the boundaries of the Neighbourhood Scheme.

Meeting at Request of Members

- 19.10 The secretary, or in his/her absence any member of the Coordination Committee, must, at the request of not fewer than one-third of the members of the Coordination Committee, convene a meeting within the period of time specified in the request, or if no time is specified, within 14 days of making the request.

Decisions of the Coordination Committee

- 19.11 Decisions arising at a meeting of the Coordination Committee are to be made by consensus of the members present and entitled to vote at the meeting at which a quorum is present.
- 19.12 If consensus on any given resolution cannot be reached, the meeting may be adjourned. If a reconvened meeting still fails to reach consensus, the Coordination Committee may call a general meeting of the Neighbourhood Association to decide the matter.
- 19.13 A quorum at a meeting of the Coordination Committee is five members.

Out-of-meeting Determinations

19.14 Where:

- a) By-laws 19.4, 19.5 and 19.6, have been complied with in relation to a meeting;
- b) each member of the Coordination Committee has been personally served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- c) the resolution has been approved in writing by all members of the Coordination Committee

the resolution will, subject to Section 38 (3) of the Act, be as valid as if it had been passed at a duly convened meeting of the Coordination Committee, even though the meeting was not held.

Right of Proprietor to Attend Meetings

19.15 A proprietor of a lot or, where the proprietor is a corporation, the company nominee of the corporation, may attend a meeting, but that person may not address the meeting unless authorised by a resolution of the Coordination Committee.

19.16 The Coordination Committee may, at the suggestion of a resident, decide to hold a forum with owners and occupiers of lots to assist the Coordination Committee in the resolution of an issue in the best interests of the owners and occupiers.

Minutes of Meetings

19.17 Minutes of meetings must be kept properly and held with the minutes of the general meetings of the Neighbourhood Association.

19.18 Records of all proceedings of the Coordination Committee shall be retained and made available for inspection by proprietors and occupiers of all lots and mortgagees in possession of lots.

Display of Minutes

19.19 The Coordination Committee must, within seven days of holding a meeting, display a copy of the minutes of that meeting on the noticeboard.

19.20 The minutes of a Coordination Committee meeting must remain on the noticeboard for a period of at least 14 days.

Functions of the Secretary

19.21 The functions of the Secretary include:

- a) preparing and distributing minutes of meetings of the Neighbourhood Association and the Coordination Committee;
- b) giving, on behalf of the Neighbourhood Association and the Coordination Committee, notices required to be given under the Act;
- c) maintaining the Neighbourhood Association roll;

- d) supplying certificates in accordance with Clause 2 of Schedule 4 of the Act;
- e) answering communications addressed to the Association or the Coordination Committee;
- f) convening meetings of the Coordination Committee and Neighbourhood Association (other than the first Annual General Meeting);
- g) performing administrative or secretarial functions on behalf of the Coordination Committee;
- h) performing administrative or secretarial functions on behalf of the Neighbourhood Association; and
- i) keeping records under Part 3 of Schedule 1 of the Act.

Functions of the Treasurer

19.22 The functions of the Treasurer include:

- a) the functions set out in section 36 (1) and (2) of the Act;
- b) notifying proprietors of lots of any contribution levied under the Act;
- c) receiving, acknowledging, banking and accounting for any money paid to the Neighbourhood Association;
- d) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of Clause 2 of Schedule 4 of the Act;
- e) keeping proscribed accounting records under Clause 10 of Schedule 1 to the Act;
- f) preparing financial statements under Clause 11 of Schedule 1 of the Act; and
- g) notifying proprietors of lots of any contribution levied under the Management Statement and collecting such contribution.

Subcommittees

19.23 The Coordination Committee may, from time to time, appoint subcommittees comprising one or more of its members to:

- a) conduct investigations;
- b) perform duties and functions on behalf of the Coordination Committee; and
- c) report the findings of the subcommittee to the Coordination Committee.

No Remuneration

19.24 Members of the Coordination Committee are not entitled to any remuneration for the performance of their functions, but are entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of their functions.

19.25 No member of the Coordination Committee shall be liable for any loss or damage occurring by reason of an act done in their capacity as a member of the Coordination Committee except due to fraud or negligence on the part of that member.

Issue of Licences

19.26 The Coordination Committee is responsible for the issue of licences for use of Neighbourhood Property in accordance with decisions of the Neighbourhood Association or subcommittee authorised to determine that a licence shall be granted.

PART 4 – optional matters

The rules regarding membership, conduct of meetings, and powers of the Neighbourhood Association are set out and defined in Part 2 Division 1, Schedule 5 Part 3, and Schedule 6 Part 3 of the Act.

20 NEIGHBOURHOOD ASSOCIATION

Unit Entitlements

- 20.1 Each neighbourhood lot will have two unit entitlements.
- 20.2 Where there are two dwellings on one lot, each dwelling will have one unit entitlement.
- 20.3 Dual occupancy may bring about inequities associated with unit entitlements. The Neighbourhood Association has a responsibility to mitigate this as much as possible.

General Meetings

- 20.4 The Neighbourhood Association must conduct an annual general meeting annually, and may conduct special general meetings and ordinary meetings as required.
- 20.5 Prior to each annual and special general meeting, a person must be appointed to facilitate the meeting and will, with the assistance of the incumbent chairperson, conduct the meeting.

Consensus Decision-making

- 20.6 The principles of and procedure for consensus decision-making shall be set out in the *Statement of Social Sustainability* contained in Annex 1.
- 20.7 Once consensus among all members present at that meeting has been reached, the passing of the resolution will be deemed to have occurred as if voted for by a simple majority, provided that:
- a) every member present has been given adequate and fair opportunity to state any objection or concern they may have to a proposal;
 - b) that no undue pressure has been exerted upon any member to agree to a proposal; and
 - c) that the issue has been comprehensively discussed and concerns held by members satisfactorily resolved.
- 20.8 Every member has the right to either block, to stand aside or to give consent to a decision (see Annex 1: *Statement of Social Sustainability*).
- 20.9 If consensus on any given resolution cannot be reached, the meeting may be adjourned. If a reconvened meeting still fails to reach consensus, a proposition to vote on the resolution can be made. This can only happen if at least 24 hours has passed since the beginning of the previous meeting. At least two-thirds of

the members present must be in agreement to abandon consensus and move to a vote.

20.10 Reasonable time limits must be set for all meetings.

Appointment of the Coordination Committee

20.11 At the annual general meeting, the Neighbourhood Association must appoint by consensus from its members a Coordination Committee.

20.12 The Coordination Committee will consist of between six and nine members including the Neighbourhood Association Facilitator, Secretary, Treasurer and two members from each focus group.

Responsibility

20.13 The Coordination Committee is responsible to the Neighbourhood Association for the proper performance of day-to-day executive functions.

20.14 The focus groups are responsible to the Coordination Committee for the proper performance of duties and responsibilities delegated to them by the Management Statement and decisions of the Neighbourhood Association and Coordination Committee.

Imposition of Levies and Contributions

20.15 The Neighbourhood Association may levy contributions to meet costs associated with, but not limited to:

- a) administration and management of neighbourhood affairs;
- b) maintenance of neighbourhood property; and
- c) retention of contractors and service providers necessary for proper administration, management and maintenance of neighbourhood affairs and interests, on the condition that all provisions of the Act relevant to the imposition of levies and contributions are observed.

20.16 The contribution payable to the Neighbourhood Association by proprietor of a neighbourhood lot is the amount X in the following formula:

$$X = A \times B/C$$

Where:

A = the total amount to be raised by contribution

B = the unit entitlement for the proprietor's neighbourhood lot

C = the aggregate of unit entitlements for all of the neighbourhood lots

Internal Economy

20.17 The contribution payable to the Neighbourhood Association by the proprietors of neighbourhood lots may at the discretion of the Coordination Committee be met by the proprietors of neighbourhood lots or their nominees performing designated work for the Neighbourhood Association, Coordination Committee

or focus group at an hourly rate fixed from time to time by the Coordination Committee.

Neighbourhood Association Not Liable for Damage

20.18 The Neighbourhood Association is not liable for damage to or loss of property or injury to any person in or near the Neighbourhood due to any cause other than the negligence or fraudulence of the Neighbourhood Association or any employee or agent of the Neighbourhood Association.

21 FOCUS GROUPS (SOCIAL, BUILT ENVIRONMENT AND LAND)

Appointments

21.1 At each annual general meeting the Neighbourhood Association must constitute the Social Focus Group, the Built Environment Focus Group and the Land Focus Group by appointing, in the case of each group, two members from the Coordination Committee and at least one other member of the Neighbourhood Association.

21.2 A member of any of the focus groups must hold office until another person is appointed to take their place.

21.3 The Coordination Committee may, in respect of any of the focus groups:

- a) remove a member the Coordination Committee has appointed; and
- b) fill a pending vacancy in respect of members appointed by it.

21.4 Each of the focus groups must appoint, from their members, a facilitator and any other officers necessary to enable them to perform their functions properly.

Compensation for Members

21.5 Members of Focus Groups are entitled to:

- a) receive reimbursement for reasonable, out-of-pocket expenses incurred by them in performance of their duties; and
- b) receive such other sums as the Neighbourhood Association, in general meeting may, from time to time, determine as compensation for the services they render to the Coordination Committee.

Minutes and Records

21.6 Each of the Focus Groups must ensure that minutes of its meetings and records of its decisions are properly kept and retained with the records (and for the prescribed period) referred to in Clause 9, Schedule 1 of the Act.

Protection of Focus Group Members from Liability

21.7 No member of any of the focus groups is liable for any loss or damage occurring by reason of an act or omission done in their capacity as a member of the focus group, unless that act or omission is fraudulent.

Meetings of the Focus Groups

- 21.8 Each of the focus groups must hold meetings whenever necessary to perform their functions.
- 21.9 At the beginning of each meeting a facilitator and minute-taker must be appointed.
- 21.10 A quorum of a meeting of any of the focus groups is a majority of members of that focus group.
- 21.11 Decisions at a meeting of any of the focus groups are to be made by consensus. If they fail to reach consensus on a matter at two consecutive meetings, then that decision must be taken to the Coordination Committee for resolution.
- 21.12 Each of the focus groups may, from time to time, appoint one or more of its members to:
- a) conduct investigations;
 - b) perform duties and functions on behalf of the focus group; and
 - c) report findings to the focus group.
- 21.13 Meetings of the focus groups are open to any member or resident of the Neighbourhood Scheme except that no person other than members of the focus group or members of the Coordination Committee may address a meeting of the focus group unless invited by resolution of the focus group to make an address.
- 21.14 Members of a focus group may determine, by resolution of all members of the focus group, to restrict attendance at a particular meeting of the focus group to members of the focus group and Coordination Committee.

22 SOCIAL FOCUS GROUP (SOCIAL SUSTAINABILITY)

- 22.1 By-laws relating to the conduct of meetings and appointments to the Social Focus Group are set out in By-law 21.

Responsibilities and Duties of the Social Focus Group

- 22.2 The Social Focus Group is responsible to the Coordination Committee for the proper management of issues of social sustainability.
- 22.3 Functions of the Social Focus Group include but are not limited to:
- a) supporting consensus decision-making processes;
 - b) providing support for the Neighbourhood Association Facilitator;
 - c) facilitation of conflict-resolution processes;
 - d) supporting social and educational events;
 - e) induction and provision of information to new proprietors and residents;
 - f) encouraging participation in neighbourhood infrastructure and facility maintenance activities;
 - g) responsibility for the management of the use of the neighbourhood house and the nearby pond;

- h) overall responsibility for managing the land in front of Casuarina Aged Care Hostel with assistance from the other focus groups;
- i) responsibility for helping residents address issues of contention that may arise;
- j) reviewing and making recommendations in regard to the *Statement of Social Sustainability*; and
- k) supporting lot owners to comply with Clause 2.7(b) when selling their lot.

22.4 The Social Focus Group may at its discretion retain the services of a suitably qualified and experienced person to:

- a) mediate conflicts;
- b) clarify by-laws, powers, rules, standards etcetera of the Neighbourhood Scheme; and
- c) provide services beneficial to the promotion of a harmonious and sustainable social environment.

Conflict Resolution

22.5 The principles and procedures for conflict resolution are set out in the *Statement of Social Sustainability* contained in Annex 1.

22.6 Conflicts arising between:

- a) resident and resident;
- b) resident and Association;
- c) Association and Coordination Committee; or
- d) any other parties

shall be dealt with by an approved conflict resolution process.

22.7 The Social Focus Group will be responsible to the Association for the implementation of a conflict resolution process as set out in the *Statement of Social Sustainability*, once the Social Focus Group becomes aware of any conflicts arising between any parties.

22.8 Any resident who has an issue of conflict with any other party must firstly personally attempt to resolve such issues privately and amicably; failing this the member should report the conflict either to a member of the Social Focus Group or to a member of the Coordination Committee.

22.9 All members of the Social Focus Group must remain impartial, fair and act in good faith.

23 BUILT ENVIRONMENT FOCUS GROUP (MANAGEMENT OF THE BUILT ENVIRONMENT)

23.1 By-laws relating to the conduct of meetings and appointments to the Built Environment Focus Group are set out in By-law 21.

Responsibilities and Duties of the Built Environment Focus Group

- 23.2 The Built Environment Focus Group is responsible to the Coordination Committee for the proper management, maintenance and administration of infrastructure and development of the built environment.
- 23.3 The functions of the Built Environment Focus Group include but are not limited to:
- a) review and determination of building (including fences), humanure and greywater proposals on neighbourhood lots and Neighbourhood Association property;
 - b) inspection of building, sewerage and greywater constructions on neighbourhood lots;
 - c) management and or maintenance of the:
 - 1) neighbourhood effluent treatment and application system,
 - 2) neighbourhood electricity system,
 - 3) accessways,
 - 4) footpaths,
 - 5) neighbourhood buildings,
 - 6) waste and recycling facilities, and
 - 7) stormwater, swales and drains; and
 - d) reviewing and making recommendations in regard to the procedures and specifications found in the *Standards for the Built Environment* and the *Bend Effluent Treatment and Application System Operations and Maintenance Manual 1*.

Amending *Standards for the Built Environment*

- 23.4 *Standards for the Built Environment* may be amended by decision of the Neighbourhood Association provided that:
- a) application for amendment is lodged with the Built Environment Focus Group;
 - b) the proposed amendment is posted upon a neighbourhood noticeboard for a period of at least two weeks prior to the meeting at which a decision is to be made;
 - c) the Built Environment Focus Group makes recommendations to the Neighbourhood Association in regard to the proposed amendment; and
 - d) the amendment is not inconsistent with the Aims and Objectives of the Neighbourhood Scheme (By-law 1).
- 23.5 The proprietor of a lot may propose an amendment to any standard for the built environment.
- 23.6 The application must contain enough specific detail for the proposed amendment to enable the Built Environment Focus Group to understand the nature of the amendment and its implications.

Review of Building, Sewerage and Greywater Proposals

- 23.7 Any building proposal that requires the consent of the Bega Valley Shire Council must first receive the approval of the Built Environment Focus Group.

Approval will be notified in writing and this document should be included with any Development Application to Council.

- 23.8 No Development Application may be lodged with Council until the plans and specifications have been reviewed and approved by the Built Environment Focus Group as to the following aspects:
- a) suitability of design for energy efficiency and water conservation;
 - b) siting in relation to existing or anticipated structures and their solar access;
 - c) suitability of materials and products for energy efficiency and conservation;
 - d) harmony of external design with existing structures;
 - e) environmental impact; and
 - f) dual occupancy criteria (see clause 23.15).
- 23.9 Plans and specifications for every building proposal must include the following considerations where relevant:
- a) site plan detailing position and aspect of building proposal, showing distances to any existing structure, lot boundary and existing building on adjoining lot;
 - b) plan and elevations of building proposal, depicting layout, window placement and external appearance;
 - c) specifications of materials being used, sources of materials and building techniques;
 - d) energy efficiency, insulation, passive solar potential, thermal mass, water conservation;
 - e) proposed heating, cooling and cooking arrangements including proposed fuels and energy sources of appliances for cooking and for heating of water; and
 - f) an erosion control plan for the construction period.

Additional Information

23.10 The Built Environment Focus Group may make a decision to request additional information, plans, specifications, reports or documents, before making a decision in relation to a building proposal.

Notice

23.11 Upon receipt of a building proposal the Built Environment Focus Group must notify in writing the proprietor of any adjoining lot of the submission of the building proposal.

23.12 Notice shall include:

- a) a copy of the site plan depicting position of construction with distances to boundaries shown;
- b) a plan depicting elevations, external appearance and materials used;
- c) position of any greywater and composting toilet installations;
- d) an invitation to the adjoining proprietor(s) to submit comment on the building proposal; and
- e) time limits allowed for the receipt of comments.

Basis of Approval

- 23.13 The Built Environment Focus Group must ensure that decisions and determinations made in regard to building proposals are based upon sound knowledge.
- 23.14 The Built Environment Focus Group may retain the services of an independent consultant with special expertise in any of the areas listed in Clause 23.9 to advise and assist the group in performing its functions.
- 23.15 The approval, approval with conditions, or non-approval of a building proposal by the Built Environment Focus Group must be made solely on:
- a) matters set out in by-laws;
 - b) standards in force at the time;
 - c) any other rule in force at the time;
 - d) any requirement of Bega Valley Shire Council; and
 - e) the likely environmental impact of the proposal.

Approval Subject to Conditions

- 23.16 The Built Environment Focus Group may impose any conditions upon the approval of a building proposal provided such conditions are based upon matters set out by By-law 23.15.

Approvals and Non-approvals

- 23.17 The Built Environment Focus Group must give a decision in writing to the applicant within one month of receipt of all required plans, specifications and information in relation to a building proposal. On receipt of building plans the Built Environment Focus Group will date-stamp the plans and advise the applicant that they are being assessed.
- 23.18 A Building proposal is deemed to be approved unless:
- a) a written non-approval is given within one month; or
 - b) a written request under By-law 23.10 is served upon applicant.
- 23.19 A decision of the Built Environment Focus Group is binding upon the applicant.

No Precedents

- 23.20 If the Built Environment Focus Group approves plans and specifications for a particular proposed building works, then that approval does not prevent the Built Environment Focus Group from not approving, or approving with conditions, future plans and specifications for the same or a similar building works proposal.

Right of Entry for Inspection

- 23.21 Members of the Built Environment Focus Group, and their authorised consultants, have a conditional right of entry onto neighbourhood lots for the limited purpose of monitoring the operation, hygiene and safety of composting toilet and greywater installations.

23.22 Exercise of the right of entry is conditional upon:

- a) the negotiation of a suitable time arranged with the proprietor and/or occupier of the lot for an inspection to be made for the purpose of monitoring the operation, hygiene and safety of any greywater and composting toilet installation; and
- b) in the event of a crisis in the functioning of a greywater or composting toilet facility, all reasonable steps possible have been taken to notify the owner or occupier of an intention to enter for such purposes.

Power to Remedy Breach of By-law, Standard or Condition of Approval

23.23 The Built Environment Focus Group may, in accordance with By-law 27, issue a notice to comply with any binding decision, standard or by-law of the Neighbourhood Association.

Maintenance of Neighbourhood Infrastructure

23.24 Neighbourhood Infrastructure includes but is not limited to:

- a) open and restricted private accessways;
- b) pedestrian and cycle paths;
- c) car parks and carports;
- d) shed;
- e) waste and recycling facility;
- f) stormwater drains;
- g) water reticulation;
- h) greywater system;
- i) electricity reticulation system; and
- j) the neighbourhood house.

23.25 The Built Environment Focus Group may, with approval of the Coordination Committee, retain the services of consultants and/or contractors for the provision of services and/or goods necessary for the proper maintenance of neighbourhood facilities.

Working Groups

23.26 The Built Environment Focus Group may utilise a residents' working credits system and organise work teams to undertake maintenance projects in return for contribution credits.

24 LAND FOCUS GROUP (MANAGEMENT OF THE NON-URBAN ENVIRONMENT)

24.1 By-laws relating to the conduct of meetings and appointments to the Land Focus Group are set out in By-law 21.

Responsibilities of the Land Focus Group

24.2 The Land Focus Group is responsible to the Coordination Committee for the proper control, management, maintenance of, and activities upon the Reforestation, Conservation, and Agricultural Restricted Neighbourhood Areas.

- 24.3 The functions of the Land Focus Group include but are not limited to:
- a) the establishment of, and recommendation of amendment to, the *Land Management Plan*;
 - b) monitoring and recommendation in relation to the application of treated greywater upon non-urban land areas within Neighbourhood;
 - c) the granting of licences for use of areas and resources within the Reforestation, Conservation and Agricultural Areas;
 - d) entering into contracts for the performance of work and management upon Reforestation, Conservation and Agricultural areas;
 - e) the recommendation of any contribution to be levied upon the proprietors of neighbourhood lots towards the management, conservation and improvement of association property under its management; and
 - f) the management and maintenance of any open space for which the Coordination Committee delegates responsibility to the Land Focus Group.

Granting of Licence

- 24.4 The Land Focus Group may determine on behalf of the Neighbourhood Association to grant licence agreements with proprietors, occupiers and other individuals or groups for:
- a) exclusive or shared use of a defined area;
 - b) harvesting of naturally occurring yields, provided that such harvesting does not interfere with the ecological integrity and sustainability of the area, or interfere with the commercial productivity of that area;
 - c) grazing of livestock; and
 - d) planting of areas for food production
- within the Reforestation, Conservation, and Agricultural Areas of the Neighbourhood Property.
- 24.5 The Land Focus Group may negotiate a fee or contribution for use under licence of Reforestation, Conservation and Agricultural Areas of the Neighbourhood Property:
- 24.6 The Neighbourhood Association may not charge residents a fee or contribution for the use of any area within the Peninsula Sub Area.
- 24.7 Such agreements may be negotiated provided that:
- a) such agreements only permit activities and land uses that conform with the *Land Management Plan*;
 - b) licences do not interfere with any rights of access guaranteed to any person; and
 - c) licences are allocated equitably and with regard to due process.

Contracting of Management Functions

- 24.8 The Land Focus Group may with the approval of the Coordination Committee negotiate and execute on behalf of the Neighbourhood Association, contracts with other groups or individuals for the performance of management functions,

and/or the undertaking of tasks upon and in relation to, the Reforestation, Conservation and Agricultural Areas.

24.9 The terms of any contract entered into must not be inconsistent with any by-law, standard or code adopted by the Neighbourhood Association and in force at the time.

24.10 All activities performed upon land including management of land must be conducted in accordance with stated principles, objects and provisions as stated in any by-law, standard or code in force at the time.

Contribution for Management and Improvement of Reforestation, Conservation and Agricultural Areas

24.11 The Land Focus Group may recommend to the Coordination Committee to levy contributions for the costs of management and improvement of the Reforestation, Conservation and Agricultural Areas.

24.12 The contribution payable to the Neighbourhood Association by proprietor of a neighbourhood lot is the amount X in the following formula:

$$X = A \times B/C$$

Where:

A = the total amount to be raised by contribution

B = the unit entitlement for the proprietor's neighbourhood lot

C = the aggregate of unit entitlements for all of the neighbourhood lots

24.13 The following provisions of the Act apply to the determination, imposition and collection of levies for Agricultural Land Management:

- a) Section 20(1), (5), (6), (7), (8), (9), (10), (11), (12), (13)
- b) Part 4 of Schedule 1.

24.14 Any contribution levied by the Neighbourhood Association upon the proprietor of a lot may, at the discretion of the Coordination Committee, be met by the proprietors or their nominees performing work related to the conservation, reforestation, or cultivation of the Reforestation, Conservation and Agriculture Areas at an hourly rate to be determined by the Coordination Committee.

25 BUILDING ENVELOPES

25.1 Defined building envelopes are mandatory for each lot to maximise options on all lots for solar architecture, privacy, garden space and views over the river flats.

25.2 Building envelopes are divided into zones (see Part 8, Bend Services Plan):

- a) zone A – car accommodation and utility zone;
- b) zone B – double or single storey;
- c) zone B1 – double or single storey – second storey to be contained below single storey floor level;
- d) zone C – single storey only; and
- e) zone D – utility zone on non-vehicle lots.

- 25.3 Lot 2 is to be a single occupancy dwelling with only zones A and C permitted.
- 25.4 Lots 3 to 14: zones A, B and C permitted.
- 25.5 Lots 15, 16, 20 and 21: zones C and D permitted.
- 25.6 Lot 17, 18, 19 and 22: zones B1, C and D permitted.
- 25.7 On any lot the utility zone may encroach on the adjoining zone.

26 NEIGHBOURHOOD ASSOCIATION PROPERTY

- 26.1 Neighbourhood Association property may at the discretion of the Neighbourhood Association be opened to the public for purposes including education and public relations.
- 26.2 The proprietor or occupier of a lot must not, except with the approval of the Neighbourhood Association or a committee thereof, leave anything on or obstruct the use of the Neighbourhood Association property.
- 26.3 The proprietor or occupier of a lot must not damage any property of the Neighbourhood Association, except for an express purpose and with permission of the association or a committee thereof.
- 26.4 The proprietor or occupier of a lot must not, except with express permission of the Neighbourhood Association or a committee thereof, use for his/her own purposes, property of the Neighbourhood Association.
- 26.5 The proprietor or occupier of any lot must give to the Neighbourhood Association, or a committee thereof, notice of any damage to association property immediately he/she becomes aware of it.

Construction on Association Property

- 26.6 The proprietor or occupier of a lot must not, except with the approval of the Neighbourhood Association or a committee thereof:
- a) construct any building or other structure including, without limitation, any fence, screen, pergola or awning on association property;
 - b) attach any item as a fixture or otherwise to association property; or
 - c) alter association property.
- 26.7 Any construction, attachment or alteration referred to in Clause 26.6 done with the approval of the Neighbourhood Association or a committee thereof must, unless a notice is given to the contrary effect, keep that construction, attachment or alteration in a manner that is to the satisfaction of the Neighbourhood Association. Such keeping must be at the proprietor or occupier's expense.

No Inappropriate Use

- 26.8 The proprietor, occupier or visitor of a lot must not use, or do anything on, Association Property for any purpose other than that for which it was constructed or provided.

Fixing of Advertisements

- 26.9 The proprietor or occupier of a lot must not, except with the approval of the Neighbourhood Association, leave any sign, placard, banner, or notice:
- a) on the outside of any building on a lot;
 - b) on any structure erected on a lot; or
 - c) on any open space area of a lot.

27 NEIGHBOURHOOD ASSOCIATION RIGHT TO REMEDY

27.1 The Neighbourhood Association may serve, by delivery in person, notice upon the proprietor or occupier of a lot directing the proprietor or occupier of a lot to undertake certain action to remedy a breach or anticipated breach of a by-law, standard or binding decision of the Neighbourhood Association or Coordination Committee.

27.2 Such a notice must:

- a) identify the by-law, standard or binding decision that is breached, or a breach of which is anticipated;
- b) stipulate the action required to be effected;
- c) time for completion of remedial action; and
- d) grant a right to the proprietor or occupier to appeal the reasonableness of the notice to the Neighbourhood Association.

27.3 In the event of a failure to comply with the reasonable directions given by notice within the specified time, authorised officers of the Neighbourhood Association and authorised agents, contractors, employees of the Neighbourhood Association have the right to enter upon the land of the proprietor or occupier for the purpose of remedying the breach of by-law, standard or binding decision, at the expense of the proprietor.

27.4 Any authorised agent, contractor, employee or officer of the Neighbourhood Association may enter the lot and remain for such time and may perform such functions and do such work as is required to remedy any breach identified in the notice under Clause 27.3.

27.5 The Neighbourhood Association is not liable for any loss or damage arising out of such action upon the lot of the proprietor or occupier.

28 NEIGHBOURHOOD ASSOCIATION RIGHT TO RECOVER MONEY

28.1 The Neighbourhood Association may recover any money owing to it under the by-laws as a debt.

28.2 A proprietor or occupier of a lot must pay or reimburse the Neighbourhood Association on demand for the costs, charges and expenses of the Neighbourhood Association in connection with the contemplated or actual enforcement, or preservation of a right under the by-laws in relation to the proprietor or occupier.

Interest on Overdue Money

- 28.3 A proprietor or occupier of a lot is required by the Neighbourhood Association to pay the Neighbourhood Association interest on any amount owing that has become due for payment and remains unpaid, from the date it becomes owing.
- 28.4 Interest shall be charged at a rate not greater than prevailing commercial interest rates, compounded daily.
- 28.5 The Neighbourhood Association may forego the charge of interest if suitable alternative arrangements can be negotiated with the proprietor.

29 ANIMALS

The aim of the Animals policy of the Neighbourhood Scheme is to encourage the responsible and respectful consideration and treatment of all animals.

Liability

- 29.1 The owners/keepers of any animal are liable for any loss, damage to property, or injury to person caused by their animal, notwithstanding that the owner/keeper was complying at all material times with the by-laws and decisions of the Neighbourhood Association in force at the time.
- 29.2 The owner and/or occupier of a lot is liable for any loss, damage to property, or injury to person caused by the animal of any guest or visitor, invited or otherwise, of the owner and/or occupier, notwithstanding that the owner and/or occupier was complying at all material times with the by-laws and decisions of the Neighbourhood Association in force at the time.
- 29.3 Liability for animals does not extend to loss, damage or injury resulting from noise caused by the animal.

Keeping of Agricultural Animals

Keeping agricultural animals and poultry upon agricultural lands

- 29.4 Agricultural animals may be kept upon Agricultural Lands under the following conditions:
- a) the keeping has been permitted by the granting of a licence by the Neighbourhood Association;
 - b) all animals are properly and responsibly cared for with regard to their welfare, health and conditions of containment;
 - c) all animals are contained within areas defined in the licence agreement in secure, safe and humane enclosures;
 - d) all animals are kept in such a manner as to limit any adverse effects on the natural and built environment of the neighbourhood scheme; and
 - e) any animal likely to cause undue disturbance is not kept in close proximity to neighbourhood lots.

Keeping of agricultural animals and poultry within neighbourhood lots

29.5 Agricultural animals may be kept upon neighbourhood lots under the following conditions:

- a) all animals are properly and responsibly cared for with regard to their welfare, health and conditions of containment;
- b) all animals kept in such manner as to limit any adverse effects on the natural and built environment of the neighbourhood scheme;
- c) all animals are contained within the boundaries of lots in suitable enclosures that are at least half a metre from any boundary; and
- d) roosters are not to be kept.

Keeping of Companion Animals

29.6 Keepers of companion animals are responsible for ensuring that:

- a) all animals are properly and responsibly cared for with regard to health, welfare and conditions of containment;
- b) all animals are contained within the boundaries of lots in suitable enclosures that are at least half a metre from any boundary;
- c) all animals are controlled and supervised by a responsible person when outside of any enclosure;
- d) all animals cause minimum interference with the quiet enjoyment by others of both association property and neighbourhood lots; and
- e) animals are not to be taken within the neighbourhood house and rainwater collection pond enclosure.

Companion Animals (Cats and Dogs) Policy

29.7 Provisions of the *Guide Dog Act NSW* apply and to the extent that any provisions of these sections are inconsistent, the *Guide Dog Act* prevails.

29.8 This policy only applies to the keeping of carnivorous non-native animals including all breeds of dog and cat.

29.9 Reference to companion animals in this section (29.11 to 29.22) means ONLY non-native carnivorous animals, including all breeds of dog and cat.

Aims and objectives

29.10 The aims and objectives of this section should be read in conjunction with the aims and objectives of the Neighbourhood Scheme in Part 1 of this Management Statement.

29.11 The aim of the companion animals policy is to ensure a sustainable accommodation of the varying needs of residents and the environment in relation to the issue of companion animal keeping by promoting:

- a) respect for all residents;
- b) respect for the needs and welfare of companion animals;
- c) the understanding of the environmental impact of companion animals; and
- d) awareness of the exploitation and abuse of animals by the pet industry.

- 29.12 The objectives of the companion animals policy are to:
- a) minimise the numbers of carnivorous non-native animals kept for the primary purpose of human companionship; and
 - b) minimise the impact of the keeping of companion animals upon the local and global environment.

29.13 Keeping carnivorous, non-native animals (including cats and dogs) primarily as companions for humans is not fully in keeping with the aims and objectives of the Neighbourhood Scheme.

Keeping of companion animals (cats and dogs)

29.14 Proprietor(s) of a lot may keep one companion animal per household provided that the animal was in the keeping of the proprietor(s) for at least six months prior to the date of exchange of contract with BEND for the purchase of the lot.

29.15 Tenant(s) of a household may keep one companion animal per household provided that:

- a) permission is obtained from the landlord/lady; and
- b) the animal was in the keeping of the tenant(s) for at least six months prior to the date of exchange of contracts between the proprietor and BEND for the purchase of the lot.

29.16 Such animals will be allowed to be kept until their death.

29.17 New companion animals shall only be allowed after an application to, and with the agreement of, the Neighbourhood Association.

29.18 The Social Focus Group will be responsible for the creation of a process through which the Neighbourhood Association may disagree, or agree with conditions, to allow the keeping of a new companion animal by the applicant.

29.19 This process (29.18) created by the Social Focus Group must be conducted with regard to:

- a) the aims and objectives of this section, and of the Neighbourhood Scheme as expressed in Part 1;
- b) the requirements of impartiality, fairness and good faith as expressed in By-law 22.9; and
- c) the right to due process and privacy of applicant(s).

29.20 Keepers of cats and dogs are responsible for ensuring that:

- a) cats and dogs are kept on a lead when outside of their keeper's lot;
- b) cats and dogs are kept inside a house during the hours of darkness;
- c) they remove any excrement passed by their companion animal whilst outside of their lot; and
- d) when visiting the neighbourhood house or the nearby rainwater collection pond that their companion animals be controlled and monitored in one of the approved places.

Visitors' companion animals

29.21 Where otherwise unavoidable short-term visitors are permitted to bring their companion animals when visiting residents of the neighbourhood scheme, provided that:

- a) the resident gives permission; and
- b) the animal is managed in accordance of By-laws 29.6 and 29.20.

30 POISONOUS SUBSTANCES POLICY

Aims and Objectives

30.1 The aims of this policy are:

- a) to ensure the protection of the environment from contamination by poisonous substances, including artificial fertilisers, herbicides and pesticides;
- b) to ensure proper maintenance and functioning of greywater systems; and
- c) to protect residents from exposure to health risks.

30.2 The objectives of this policy are to:

- a) control the use of substances and materials that pose environmental and health risks in buildings;
- b) control the use of domestic cleaning products and personal care products that may disrupt the proper functioning of greywater systems, affect soil structure and health, and pollute groundwater;
- c) ensure that the achievement of organic certification is not compromised by the use of artificial fertilisers, pesticides, herbicides, fungicides etcetera;
- d) ensure residents and proprietors are aware of appropriate alternative choices; and
- e) encourage understanding among all residents of the impact their personal choices can have on the health of the environment.

Restricted Materials in Building

30.3 The Built Environment Focus Group must prescribe in the *Standards for the Built Environment* appropriate and preferred materials, processes and finishes for use in building and infrastructure projects within the Neighbourhood Scheme.

30.4 The Built Environment Focus Group may place restrictions necessary for the protection of the environment and health of residents on the use of certain materials, processes and finishes in the construction of any building or piece of infrastructure within the Neighbourhood Scheme.

30.5 Any restriction placed upon use of a material, process or finish must:

- a) be set out in the Standards for the Built Environment;
- b) take into consideration the availability of alternative materials, processes or finishes, and the practicality and environmental and health

- consequences of use of such alternative materials, processes and finishes; and
- c) allow for limited use of restricted materials, processes and finishes, when no viable or practical alternative exists.

Restricted Cleaning and Personal Care Products

- 30.6 The Built Environment Focus Group must prescribe appropriate and preferred domestic cleaning and personal-care products in the *Standards for the Built Environment*.
- 30.7 The Built Environment Focus Group may place restrictions on the use of certain domestic cleaning and personal care products within the Neighbourhood Scheme:
- a) where those products will enter the greywater system and eventually re-enter the soil structure, and groundwater;
 - b) where, in the opinion of the Built Environment Focus Group, the use of such products will have an immediate or cumulative detrimental impact upon the biological processes necessary to treat greywater, and upon the soil structure, sodium content, pH and overall health; and
 - c) where the product has been created through exploitation and cruelty to animals.
- 30.8 Any restriction placed upon the use of domestic cleaning products and personal care products must:
- a) be set out in the Standards for the Built Environment; and
 - b) documentation of any restriction and of alternative products should be permanently available.
- 30.9 Any restriction placed on the use of domestic cleaning products and personal care products are strict and residents can be liable for damage caused to the Neighbourhood Scheme by failure to abide by the restrictions in force from time to time.
- 30.10 The Built Environment Focus Group must take into consideration the special needs of any residents, who for health reasons must use certain products that otherwise would be restricted, and take measures to assist the resident in limiting any adverse impact upon the functioning of the greywater system or soil.

Restricted Garden, Agricultural or Animal Husbandry Products

- 30.11 The Land Focus Group may place restrictions on the use of any garden or agricultural fertiliser, pesticide, herbicide, fungicide products and any animal drench, hormone, antibiotic or artificial product where in the opinion of the Land Focus Group use of that product will:
- a) compromise the environmental quality of land, soil, air and water resources within and beyond the Neighbourhood Scheme;
 - b) threaten any endemic species within and beyond the Neighbourhood Scheme; or

- c) compromise the attainment of organic certification over any part of the Neighbourhood Scheme including neighbourhood lots.

30.12 Any restriction placed upon the use of any such product must:

- a) be set out in the *Land Management Plan*; and
- b) be subject to the overriding authority of the Neighbourhood Association to decide to permit the limited use of a restricted product, if in exceptional circumstances use of such a product is deemed absolutely necessary.

31 NOISE

31.1 The provisions of the *Noise Control Act 1975* apply to this Neighbourhood Scheme.

32 NEIGHBOURHOOD TRADING ACTIVITIES

32.1 The Neighbourhood Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.

32.2 The Neighbourhood Association:

- a) must pay into its sinking fund income derived from its business or trading activities;
- b) must estimate how much money it will need to credit to its sinking fund to meet the expenses associated with carrying on its business or trading activities;
- c) must make the estimate under By-law 32.2b:
 - i) no later than one month after incorporation of the Neighbourhood Association; and
 - ii) after that, as the occasion requires at a general meeting that has before it a statement of the existing financial situation and an estimate of receipts and payments;
- d) must impose a levy on each member for a contribution to provide the amount estimated under By-law 32.2b; and
- e) may distribute any net profit derived by it from carrying on its business or trading activities in accordance with Clause 17 of Schedule 1 to the Act.

32.3 If the Neighbourhood Association suffers a net loss from carrying on its business or trading activities, then it must impose a levy on each member for a contribution to the sinking fund in order to meet the amount of the net loss.

PART 5 – by-laws required by public authorities

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

This part specifies by-laws made at the request of a public authority. These by-laws may provide that amendment may not be made without consent of the public authority. For further details see Schedule 3, Clause 4 of the Act.

33 BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

33.1 Only Bega Valley Shire Council is to have the right to release, vary or modify these requirements:

- a) Not more than 30 dwellings (i.e. sole occupancy units within the meaning of the Building Code of Australia) shall be permitted to be erected on the land that is made up of Lots 2 to 22. The reason for this restriction is to ensure that the approved onsite effluent management system can function in accordance with its design at all times. This will limit the number of dual occupancy or granny flat developments that can be proposed within the subdivision. Approval of any such dual occupancy or granny flat is neither implied nor inferred in this regard, and Bega Valley Shire Council will assess any such proposal on merit.
- b) Use of the land for agricultural pursuits shall be undertaken in such a manner as to minimise any adverse impact on residents within the Neighbourhood Scheme and adjoining residential properties.
- c) The Neighbourhood Association shall provide council with an annual safety statement for the fire safety measures provided within the community lot (Lot 1). The annual fire safety statement must:
 - 1) deal with each essential fire safety measure; and
 - 2) be given within 12 months after the last such statement was given; or
 - 3) if no such statement has previously been given, within 12 months after a final fire safety certificate was first issued for the subdivision.
 - 4) As soon as practicable after the annual fire safety statement is issued, the neighbourhood association, to which the statement relates must also provide a copy of the statement (together with a copy of the current fire safety schedule) to the Commissioner of New South Wales Fire Brigades, and prominently display a copy of the statement (together with a copy of the current fire safety schedule) in the community building.

SIGNATURES, CONSENTS AND APPROVALS

DATEDday of

*Signature/*seal of developer/*developer’s authorised agent

Signature of witness

Name, address and occupation of witness

.....

Certificate of Approval

It is certified:

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

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

Date.....

Signature on behalf of consent authority

.....

PART 6 – definitions, interpretation and notations

DEFINITIONS AND INTERPRETATION

Act means Community Land Management Act NSW 1989.

Coordination Committee means the Executive Committee of the Neighbourhood Association.

Consensus means a process whereby those present participate in discussion to reach a decision, which is agreed upon by all to be the best decision for the group.

Greywater means household liquid waste excluding that which comes from toilets.

Humanure means compost derived from human bodily waste.

Neighbourhood Association Property means the land within the Neighbourhood Scheme that is not a Neighbourhood Lot.

Neighbourhood lot means a freehold title lot within the Neighbourhood Scheme.

Neighbourhood Scheme means the whole land under Community Title.

Pedestrian and Bicycle Accessway also allows for other non-motorised forms of transport such as prams, strollers, shopping carts and wheelchairs, and electric wheelchairs.

NOTATIONS

All the Clauses, terms and conditions hereof shall be binding on and inure to the benefit of the executors, administrators, successors and assigns of the parties hereto;

Words importing the singular number or plural number shall include the plural number and the singular number respectively and words importing any gender shall include each other gender;

Where any party consists of more than one person the liability inter se of such persons as comprise that party to the other party shall be joint and several;

The right to strict performance of the obligations herein shall not be affected by any indulgence, waiver or course of dealing, and any waiver shall be deemed not to be a continuing waiver.

If any provision of this document should be for any reason invalid or unenforceable the validity and enforceability of all other provisions shall be in no way affected thereby.

PART 7 – annexes

34 ANNEX 1 – STATEMENT OF SOCIAL SUSTAINABILITY

Preparatory Meetings

34.1 The Neighbourhood Association will benefit from having meetings that prepare residents for meetings such as the Annual General Meeting. Such preparation will give opportunities for clarification to prevent misunderstanding and confusion. The Social Focus Group may assist the Coordination Committee to organise the facilitation and agenda for such preparatory meetings.

Consensus Decision-making

34.2 Consensus means a process whereby those present participate in discussion to reach a decision, which is agreed upon by all to be the best decision for the group.

34.3 Consensus is the way a group of equals makes decisions¹. The process rests on the fundamental belief that each person has a piece of the truth. Each member of the group therefore must be given space and time in which to speak his or her truth and each must be listened to with respect. On the other hand, individuals cannot be permitted to dominate the group.

34.4 In consensus, as in ecosystems, each individual rules and is ruled by the larger community. In this web of reciprocal relationships, the beauty and strength of the whole is created.

34.5 In consensus process, no votes are taken. Ideas or proposals are introduced, discussed and eventually a decision is arrived at. In making a decision, a participant in a consensus group has three options:

- a) To **block** – this step prevents the decision from going forward, at least for the time being. Blocking is a serious matter, to be done, for example, only when one truly believes that the pending proposal, if adopted, would violate the morals, ethics or safety of the whole group;
- b) To **stand aside** – an individual stands aside when he or she cannot personally support a proposal, but feels it would be acceptable for the rest of the group to adopt it. Standing aside is a stance of principled non-participation, which absolves the individual of any responsibility for implementing the decision in question. Stand-asides are recorded in the minutes of the meeting. In the event of a significant proportion of stand-asides on an issue, the facilitator will ask the meeting if it considers consensus has in fact been reached; or
- c) To **give consent** – when everyone in the group (except those standing aside) says yes to a proposal, consensus is achieved. To give one's consent does not necessarily mean that one loves every aspect of the proposal, but it does mean that one is willing to support the decision and stand in solidarity with the group despite one's disagreements.

¹ The following material on consensus is based on *Introduction to Consensus* by Beatrice Briggs, 2000. This booklet provides a comprehensive guide to the consensus process.

34.6 Consensus decisions can only be changed by reaching another consensus.

Role of the Facilitator

34.7 The facilitator's role is to serve the group by making sure that it gets to carry out the tasks that it sets itself, in the time that it has allowed itself, with respect for the needs and rights of each group member.

34.8 Specific tasks and duties include: ensuring there is an agreed agenda; making sure that everyone is clear what the issue/s is/are; staying aware of the valuable contribution each person has to make; keeping one's own personal energy focused on the process rather than the issues; stepping out of the facilitator role when contributing to the discussion; helping the meeting to stay on track and to keep to time; ensuring that everyone has a chance to be heard; asking if anyone is not in agreement; ensuring that agreements are minuted; making sure that those responsible for taking on an action are aware; and fixing the time of the next meeting.

Conflict Resolution

34.9 Anyone who has an issue with anyone else first approaches that person privately. The two people listen without interruption to each other in turns until they reach an understanding.

34.10 If necessary they refer to the Management Statement or residents' handbook or other appropriate written material for clarification.

34.11 If this fails they go to the Social Focus Group who will follow the guidelines below to:

- a) give as little intervention as possible;
- b) understand that usually people are quite capable of conducting negotiation without much help; and
- c) frame questions that help ensure that issues from the past have been adequately addressed, that options for the future are clear and realistic and that people agree to things that they are ready to accept.

34.12 If an informal meeting with both 'sides' fails, the Social Focus group will put in place the following process using it flexibly to suit both parties.

- a) Meet with each party separately to get prior agreement to ground rules and to help them identify issues and what they want. This will be written down but remains confidential until the joint meeting.
- b) At the first joint meeting set down agreed ground rules. For example people are encouraged to not interrupt each other or use abusive language.
- c) Make it clear that the Social Focus Group members are neutral, are volunteers and will keep confidentiality.
- d) Read back the summary of issues and what each person wants.
- e) Set the agenda (deciding which issues need addressing).
- f) Explore each issue in turn.
- g) Arrange a private session with each party.
- h) Negotiate points that can be agreed for the way forward.

- i) Write down agreed points and give to them
- j) If this process fails to achieve an outcome acceptable to all parties, the services of an external mediator will be sought.

35 ANNEX 2 – STANDARDS FOR THE BUILT ENVIRONMENT

Architecture and Building Standards

- 35.1 All proprietors are expected to complete construction to lock-up stage within 7 years of purchasing their lot, for the following reasons:
- a) to foster a sense of community; and
 - b) to allow for peace, quiet, a dust-free environment and safety.
- 35.2 Houses will be oriented towards the north and be of best-practice passive solar design.
- 35.3 Heating and cooling of dwellings should primarily come from a combination of effective insulation, good passive solar design, good ventilation, well-planned thermal mass and appropriate landscaping.
- 35.4 When choosing building materials, consideration must be given to:
- a) the embodied energy of the material;
 - b) durability of materials;
 - c) thermal and insulative properties of materials;
 - d) toxicity of materials; and
 - e) the outside colouring of buildings.
- 35.5 Set-back within building envelopes is to be 900 mm from neighbouring boundary apart from Lots 18 and 19 which must be 1200 mm from the western boundary with Mumbulla School.
- 35.6 Visual impact. It is preferred that buildings blend into the natural and built environment.
- 35.7 Owners are asked to consider making their house and gardens wheelchair accessible.
- 35.8 To help meet the goal of low net energy consumption, it is requested that each household connected to the Bend electrical reticulation system consider installing renewable electricity generation. This could be in the form of an individual system on the connected premises or by participating in a combined generation scheme located in the Neighbourhood.

Building Sites

- 35.9 Builders are to follow council guidelines re: erosion, noise and materials on the construction site.

Rainwater Tanks

- 35.10 Roofs should be designed for rainwater collection.
- 35.11 Domestic water consumption is to be minimised through responsible use of water and the use of water-conserving fittings and technologies.

Fossil Fuel Usage

35.12 Wood-fired heating: no open fireplaces are to be installed. Slow-combustion wood heaters are permissible, and those using them will be mindful of pollution and ecological impacts when selecting fuels for burning.

35.13 Emission control standards for NSW should be adhered to when selecting appliances.

35.14 Solar hot water panels are to be the primary source of hot water.

Humanure and Greywater Standards

Refer to the *Bend Effluent Treatment and Application System Operations and Maintenance Manual*, as developed from the Whitehead & Associates report and the detailed system design created for construction certificate application.

Humanure

35.15 Owners must install at their own expense a composting toilet facility, either:

- a) of an approved commercial type; or
- b) an owner-built type to the satisfaction of the Neighbourhood Association and the Bega Valley Shire Council.

35.16 The owners and occupiers of lots are responsible for the proper installation, functioning, and maintenance of composting toilet facilities installed upon their lot.

35.17 Prior to Development Application submission to the Bega Valley Shire Council the owners of lots must submit plans, details and specifications of their composting toilet unit to the Built Environment Focus Group for assessment and approval.

35.18 All onsite sewerage management facilities must be of a waterless composting toilet type, unless:

- a) Neighbourhood Association decides to allow another form of system; and
- b) Bega Valley Shire Council approves the installation of that other form of system.

35.19 Onsite composting toilets may be continuous or batching systems accredited with NSW Health Department approval or, owner designed and built systems subject to:

- a) NSW Health Department Advisory Note 1 – October 2000, ‘Exemption of Sewage Management Facilities to be Accredited’, Application of Clause 43(2) of the *Local Government (Approvals) Regulation 1999*; and
- b) suitability of design and quality of construction of system proposed as assessed and approved by Built Environment Focus Group and Bega Valley Shire Council.

- 35.20 The owner of each lot is responsible for the purchase, installation, monitoring and maintenance of their waterless composting toilet facility to the satisfaction of Bega Valley Shire Council and the Neighbourhood Association.
- 35.21 The owner of each lot must, before commencing installation of a waterless composting toilet unit, submit detailed diagrams depicting the location, installation, make and specifications of the unit to the Neighbourhood Association for assessment. Proposals for owner-built facilities must contain detailed drawings of the plan and construction technique proposed.
- 35.22 The Neighbourhood Association will provide advice and oversight in the management of their composting toilets to residents when required.
- 35.23 The Neighbourhood Association is responsible for supporting any resident who is physically unable to dispose properly of the material from their composting toilet.
- 35.24 The Neighbourhood Association is responsible for all composting toilet installations upon neighbourhood property and the disposal of humanure from such installations.

Greywater

Management of the greywater collection, treatment and reuse system

- 35.25 All greywater drains on each Neighbourhood lot must be connected to and drain into the Neighbourhood greywater service main.
- 35.26 Once RootZone Australia has handed over responsibility of the Bend effluent and application system to the Neighbourhood Association, the latter is responsible for ensuring that two system operators are appointed at any one time to maintain and operate the system.
- 35.27 The Neighbourhood Association and its delegated operators are responsible for the operating; routine maintenance and testing; and troubleshooting of the effluent treatment and application system in accordance with the *Bend Effluent Treatment and Application System Operations and Maintenance Manual*.
- 35.28 The Neighbourhood Association and its delegated operators are responsible for ensuring that all reporting of the operations of the effluent treatment and application system prescribed in the *Bend Effluent Treatment and Application System Operations and Maintenance Manual* will be undertaken within the time frames specified in the manual.

Protection against harmful substances

- 35.29 The Built Environment Focus Group will ensure that all residents are aware of the need to protect the greywater stream against harmful substances that could hinder treatment processes. This will include providing all residents with information that describes their responsibilities in regards the disposal of greywater that includes advice as to the appropriate powder and liquid detergents.

35.30 The Built Environment Focus Group will ensure that no insinkerators are installed.

35.31 Residents will have the responsibility to:

- a) minimise the amount of sodium entering the waste stream by selecting a liquid detergent or a powder detergent that has low sodium concentrations;
- b) reduce nutrients in wastewater by minimising the quantities of chemicals and food waste entering the waste system;
- c) minimise the amount of organic matter, oils and fats entering the waste stream by avoiding disposal of food wastes, oils and fats down the sink;
- d) always use sink strainers to collect food waste from dishwashing and food preparation;
- e) place oils and fats in sealed containers for disposal via the Council waste collection system;
- f) minimise the use of bleaches, disinfectants and other cleaning compounds;
- g) ensure that no pharmaceuticals, medicines, antibiotics or other drugs enter the wastewater system;
- h) minimise the input of cosmetics or lotions from bathing; and
- i) ensure that no oil, paint, petrol, acids, degreasers, photography chemicals, pesticides or herbicides enter the wastewater system.

Reducing water use

35.32 The Built Environment Focus Group will ensure all future householders will be made aware of their responsibilities to limit water use and greywater generation so that the greywater treatment system does not become overloaded. This will include the provision of information to all existing and future owners/occupiers, describing the importance of water conservation, particularly in ensuring effective overall performance of the greywater treatment and land application systems.

35.33 The Built Environment Focus Group will encourage the individual metering of potable water use at all lots to assist both the data collection on neighbourhood water consumption and the management of the effluent treatment and reuse system.

35.34 The Built Environment Focus Group will ensure that all future buildings contain the following water efficient fixtures:

- a) AAA-rated taps limiting flow to less than 9 l/minute;
- b) AAA-rated showers limiting flow to less than 6 l/minute;
- c) AAA-rated dishwashers using as little as 18 litres per wash; and
- d) water-conserving front-loading washing machines or equivalent.

Landscaping Guidelines

35.35 Neighbourhood residents are encouraged to:

- a) facilitate the creation of functional and productive ecosystems through the application of permaculture principles;

- b) create a microclimate that enhances the energy efficiency of dwellings;
- c) not restrict the solar rights of neighbours by inappropriate planting;
- d) provide for efficient and safe management of rainwater onsite to reduce evaporation, decrease run-off and ensure that water run-off on site, and leaving the site, creates no damage and contains no contaminants;
- e) not plant inappropriate large trees such as eucalyptus or pines etcetera;
- f) provide habitats for natural pest predators;
- g) reduce fire risk through the use of fire-retarding plant species;
- h) not involve the use of any natural or artificial biocides other than those approved by the Land Focus Group as appropriately safe;
- i) aim for an organic closed-cycle approach for soil enrichment;
- j) ensure efficient nutrient management so that the natural fertilisers and manures that are used and/or created onsite do not contribute to nutrient run-off;
- k) employ water conservation techniques to minimise the use of irrigation water in the landscape;
- l) use species with low water requirements e.g. drought-tolerant species and species that thrive on greywater reuse;
- m) ensure that no plant species in the landscape of a block be allowed to invade a neighbouring block or community property and that the proprietor or user of a block will be responsible for the removal of any invading plant outside of the block; and
- n) ensure that all fences be living ones except where animals have to be contained, and where there are safety issues, such as at dams/pools.

Waste Management

35.36 Overall Philosophy: The overall design for the waste management system aims to reflect the philosophy that it is best to turn all waste into useful resources where possible. The first step for individual residents to take in waste management is REFUSE (don't bring home stuff that you are going to have to throw away). The second step is to REUSE items and the third step is to RECYCLE them.

35.37 Dry Composting Toilet Resource: All humanure will be processed through individual lot worm farms. The resulting compost will then be used on the Swale Sub Area or as mulch for fruit trees on individual lots.

35.38 Kitchen Food Waste: can be placed into composting toilets or worm farms onsite or given to hens or other animal livestock.

Appropriate Building Materials, Processes and Finishes

35.39 The Built Environment Focus Group may place restrictions on the use of any building materials, processes and finishes where in the opinion of the Built Environment Focus Group their use will:

- a) compromise the environmental quality of land, soil, air and water resources within and beyond the Neighbourhood Scheme;
- b) threaten any endemic species within and beyond the Neighbourhood Scheme; or

- c) compromise the attainment of organic certification over any part of the Neighbourhood Scheme including neighbourhood lots.

35.40 The Built Environment Focus Group will prepare and update information on appropriate building materials and finishing products. House plans submitted that do not meet the guiding principles and criteria may be returned for amendment.

35.41 **Building materials:** to come, reflecting products and technologies available at the time. General guidelines can be found in sources such as www.greenhouse.gov.au/yourhome (very good on embodied energy); *Forest Friendly Building Timbers* (an Earth Garden Publication) see Part 4: Resources; other literature dedicated especially to natural building: *The Cob Builders Handbook* by Becky Bee); etc.

35.42 **Processes:** Due attention must be given to the consumables employed, by-products created and environmental hazards (such as noise, dust or erosion) in regard to building, especially processes involved in paint removal; protection of subsurface, underfloor or any other timbers; industrial cleaners; roof finishes or treatments, etc.

35.43 Recommended finishing products include Organoil, Feast & Watsons, Porters Paints, Biopaints, Langridge Artists colours and Grimes (stains and finish).

Appropriate Products

35.44 The Built Environment Focus Group may appoint person/s to take responsibility for making literature available as to what substances are or are not suitable for particular tasks.

35.45 The Built Environment Focus Group may consider making available commonly used substances such as laundry liquid, cleaning fluids etc. in bulk for purchase.

35.46 The following are some of the best products presently available locally. (For more information for finding other products consult Bill Statham, *The Chemical Maze Bookshelf Companion*, POSSIBILITY.COM, 2006.)

- a) Kitchen and bathroom cleaning fluids – bicarbonate of soda, Herbon Products, tea tree and eucalyptus oils, Citrus Resources.
- b) Laundry and dishwashing detergents – Earth Choice, Herbon and TRI Nature products.
- c) Personal care products:
 - Soaps – Redgum soap shampoo and soaps, Rambildene products, Nature First, Organika, Nui Body Bar
 - Toothpastes – Organic Toothpaste, Vicco, Weleda
 - Deodorants – Essential Oils, bicarbonate of soda
 - Haircare – Rambildene, TRI Nature products, Melrose
 - Skincare – Thursday Plantation Products, Extra Virgin Olive Oil, Coconut Oil
 - Sunscreen – zinc, Cover up
- d) Pet care – Organipet Pet Shampoo, Dog polish, Natural oil Workers – Pet Shampoo.

36 ANNEX 3 – LAND MANAGEMENT PLAN

Organic Certifying Body

36.1 The Sapphire Coast Producers Association will be the organic certifying body.

36.2 Refer to relevant documents of the certifying body for any restrictions on land management practices.

Management Since BEND Purchased the Land in July 2004

36.3 In 2004 BEND addressed the following land management issues:

- a) identified land-use options reflected in Part 2 of this Management Statement;
- b) held discussions with the Bega Valley Rivercare Officer and local farmers with long experience of farming Bega River flats;
- c) applied for and successfully obtained an Envirofund grant for a major project to replant the anabranh in the Conservation Area;
- d) arranged for John Miller to continue agisting his horses on the land zoned 2A;
- e) slashed the remainder of the site before African lovegrass set seed;
- f) under a barter arrangement with local farmer, Paul Russell, cut the Reforestation and Agricultural Areas for hay over late spring before African lovegrass set seed; and
- g) undertook weed control using hand removal, solarisation and organic weedicide, as well as the abovementioned slashing and cropping.

36.4 In 2005 BEND:

- a) under a barter arrangement with Paul Russell cut the Reforestation and Agricultural Areas for hay;
- b) under the same arrangement with Paul Russell applied crushed basalt rock to the same areas as a long-term fertiliser;
- c) continued weed control, mainly through hand removal of fireweed and African lovegrass; and
- d) organised regular plantings of the banks of the anabranh with BEND members and different community groups.
- e) Additionally the Reafforestation Area and a 10m swathe on the Main Flats Area that snakes in from the entranceway by the track, along the eastern fence, around part of the drainage line, back along the fence and along the edge of the anabranh for about 30 metres was accidentally sprayed (the operator thought he was in a different paddock) with the insecticide Chlorpyrifos. He was stopped from spraying any further by a BEND member. The half-life in the soil of this substance is usually between 60 and 120 days, but can range from two weeks to over one year, depending on the soil type, climate and other conditions.

36.5 In 2006 BEND:

- a) continued cutting the Reforestation and Agricultural Areas for hay under the above barter arrangement;

- b) continued weed control, mainly through hand removal of fireweed and African lovegrass; and
- c) mulched, weeded and watered some of the Anabranh planting areas and undertook some additional planting.

36.6 In 2007 BEND continued:

- a) cutting hay from the Reforestation and Agricultural Areas;
- b) slashing the remaining areas;
- c) maintenance of the Anabranh replanting areas;
- d) planting in the Anabranh area, particularly at its Bridge St end; and
- e) a program of weed control.

36.7 In 2008 BEND:

- a) continued cutting for hay from the Reforestation and Agricultural Areas;
- b) continued to develop its Management Plan for conservation areas;
- c) implemented priority actions in the draft Management Plan, particularly erosion mitigation in the channel west of the bridge;
- d) mitigated effects on agricultural and conservations zones of the infrastructure works, by silt fencing and supervision; and
- e) planted around dams and areas of earth disturbance for landscaping, stabilisation and food production.

Licensing of Areas Within the Neighbourhood Scheme

36.8 The terms of licence for areas within Bend will be regulated by the Neighbourhood Association's *Licence Agreement*.

37 ANNEX 4 – PERMACULTURE PRINCIPLES

Permaculture principles have guided BEND Inc. and we hope that this will continue to be the case.

Principle One – OBSERVE & INTERACT

Principle Two – CATCH & STORE ENERGY

Principle Three – OBTAIN a YIELD

Principle Four – APPLY SELF-REGULATION & ACCEPT FEEDBACK

Principle Five – USE & VALUE RENEWABLE RESOURCES & SERVICES

Principle Six – PRODUCE NO WASTE

Principle Seven – DESIGN from PATTERNS to DETAILS

Principle Eight – INTEGRATE rather than SEGREGATE

Principle Nine – USE SMALL & SLOW SOLUTIONS

Principle Ten – USE & VALUE DIVERSITY

Principle Eleven – USE EDGE & VALUE the MARGINAL

Principle Twelve – CREATIVELY USE & RESPOND to CHANGE

Provided by John Champagne – November 2006

For further information:

Bill Mollison & David Holmgren, *Permaculture One* 1978

David Holmgren, *Principles and Pathways Beyond Sustainability*

38 ANNEX 5 – AGREEMENTS WITH NEIGHBOURS

Agreement with Bob Moody of 45 East St, initiated 15 February 2008

In the event of any damage caused in or in front of 45 East St, in the pursuance of properly authorised maintenance, repairs or replacement of the transformer located on the pole currently designated CE74960, Bend Neighbourhood Association undertakes to pursue full and proper restitution of that damage in a prompt manner. If the contractor or party responsible for the damage fails to make good the damage in a suitable time frame and to the satisfaction of Bob Moody as proprietor of 45 East St, Bend Neighbourhood Association itself undertakes to restore the area to the standard it was prior to the repair works.

Agreement between Frank & Anne Sheedy of No. 15 Bega St and Bega Eco Neighbourhood Developers Inc. (BEND)

1. BEND and the future Neighbourhood Association of BEND will allow Anne and Frank Sheedy access from the back of their lot for up to 6 transits a year for a vehicle and caravan.
2. In manoeuvring the vehicle with caravan, there is to be no encroachment on the freehold title lots opposite Anne and Frank Sheedy's entry or obstruction of the laneway.
3. Once the Subdivision works are complete, BEND and Anne and Frank Sheedy will share equally the cost of a fence along the boundary.
4. Anne and Frank Sheedy will bear the cost of providing and installing a gate and padlock, which will open inwards onto Anne and Frank Sheedy's land only.
5. Anne and Frank Sheedy will give reasonable notice to the Neighbourhood Association of their wish to use the access.
6. This agreement is personal to Anne and Frank Sheedy and in place during their ownership and occupancy of No. 15 Bega St.
7. If future owners wish to have access to Bend land a new agreement will have to be negotiated.

Agreement for easement in 88B instrument of Bend Neighbourhood Association Title between Jim Butterworth Chief Executive Officer of Bega & District Nursing Home Ltd (through his solicitor, September 2008) and Bega Eco Neighbourhood Developers Inc.

A drainage easement, including the right to lay, inspect, maintain, repair and clean pipes below the surface of the lot burdened (Bend) and the right to discharge storm, surface or other water from the lot benefited (Casuarina) through those pipes into the water storage tanks located in the lot burdened.

Provided the registered provider of the land benefited will take all reasonable steps to ensure that all surplus stormwater will be discharged through those pipes into the water storage tanks located on the lot burdened.

39 ANNEX 6 – BEND EFFLUENT TREATMENT AND APPLICATION SYSTEM OPERATIONS AND MAINTENANCE MANUAL

The System

39.1 The Bend effluent treatment and application system is defined as the infrastructure installed at Bend for the purposes of gathering, treating and dispersing greywater generated onsite. Broadly, it is illustrated on the Bend Services Plan and specified in more detail in the table and diagram herein.

Operators

- 39.2 The names and contact details of appointed operators are recorded in the attached schedule.
- 39.3 Initially, RootZone Australia Pty Ltd, the company that oversaw installation of the system, is the nominated operator.
- 39.4 RootZone is responsible for training two Bend Neighbourhood Association operators.
- 39.5 RootZone will continue as the nominated operator for up to two years and in this time provide backup services and technical advice in a progressive handover to the Bend Neighbourhood Association operators.
- 39.6 When RootZone is satisfied that two Bend Neighbourhood Association operators are competent to manage the system, RootZone will transfer management responsibility over to them and will inform Bega Valley Shire Council in writing of the operators' competency to manage the system.
- 39.7 There will be a minimum of two sewerage system operators appointed by the Neighbourhood Association at any given time. The Neighbourhood Association will appoint an assistant operator six months preceding the time of termination of a sewerage system operator. During these six months the assistant will be trained in the necessary duties of a sewerage system operator by the experienced sewerage system operators.
- 39.8 The Neighbourhood Association will ensure to the satisfaction of Bega Valley Shire Council, that any person(s) employed in operating, managing and maintaining the Neighbourhood Effluent Treatment and Application System are appropriately trained in all matters relevant to the safe and efficient functioning of the system, including but not limited to:
- a) occupational health and safety practices;
 - b) procedures during wet weather events;
 - c) procedures for effluent testing and system monitoring; and
 - d) public and environmental health issues.

Operations

- 39.9 The operators are responsible for managing the distribution of treated effluent to the Effluent Application Areas (EAA).
- 39.10 The operators are responsible for ensuring that spray irrigation is only applied in the areas designated as Effluent Application Area 1 (on the peninsula), EAA5 (agricultural land between ponds and swale) and EAA6 (agricultural flats) and only at night. These areas will be fenced with coloured, plastic mesh fencing and steel pickets (minimum 1200 mm high) with the signage clearly visible from all directions stating: *No entry, effluent irrigation area*.
- 39.11 The operators will monitor and record application rates and saturation levels daily for the first months after each EAA comes on stream and will calculate maximum daily application rates based on that data. Application rates and saturation levels at each EAA will be monitored weekly thereafter for the first year and application rates adapted according to factors including climate, soil nutrient levels, rotational and resting periods, and cropping, harvesting and grazing regimens. Application rates and saturation levels will subsequently be monitored at each EAA every three months.
- 39.12 The operators will ensure that:
- a) each EAA receives no more water than it is designed to receive on a daily basis;
 - b) that irrigation occurs in regular, intermittent dosing with small volumes of effluent, with resting periods between irrigation cycles; and
 - c) that effluent irrigation is suspended during extended periods of heavy rain.
- 39.13 The operators will keep rainfall records.
- 39.14 The operators will undertake weekly inspections of the pump stations.
- 39.15 In the event of more than 200 mm of rainfall within a three-day period the operators will ensure that irrigation is applied only in areas above the one in 100 year flood line.
- 39.16 The operators will check weekly that the Spider unit is automatically monitoring, recording and storing data on:
- a) the clarity of the water as it passes through a turbidity measuring device;
 - b) the operation of the UV unit including whether any failure has occurred, and whether supply to the treated water storage has been consequently closed down;
 - c) wastewater influent and effluent volumes;
 - d) whether the high-level alarm has activated;
 - e) any failure; and
 - f) irrigation schedules.
- 39.17 The operators will check weekly that water levels in the treated water storage tank are below the upper level (100 mm below the overflow level), and daily

when irrigation is suspended due to prolonged wet weather. This schedule may be varied with experience.

Maintenance

- 39.18 The operators are responsible for ensuring proper maintenance of the effluent treatment system.
- 39.19 Every three months, the operators will inspect and whenever necessary ensure the removal of build-up from the grease traps located before each sewer pumping station.
- 39.20 Initially the operators will apply tanbark for odour mitigation to a depth of 15 cm in the reedbed, and progressively in line with reed growth.
- 39.21 The operators will sparingly control weeds that appear in the reedbed with minimal walking on the bed surface.
- 39.22 The operators will inspect the water levels in the reedbed weekly.
- 39.23 The operators will remove the end caps on the reedbed distribution pipes and flush out these pipes monthly. This frequency can be altered with experience.
- 39.24 The operators will check the alarms (including those connected with Spider) every three months by simulating faults and checking the resulting remote alarm status.
- 39.25 The operators will change the UV unit lamps annually or on lamp failure when indicated by alarm system.
- 39.26 The operators will check the turbidity unit for calibration annually.
- 39.27 The operators will ensure pumps will be maintained as per manufacturer's schedule. Maintenance of pump stations will be conducted by the maintenance authority named in the attached schedule, who will undertake periodic inspections and (where required) test all pumps to the satisfaction of Council.
- 39.28 The operators will flush irrigation pipes annually.
- 39.29 The operators will check all dripper outlets under mulch every three months, to ensure that these are not blocked; any blocked drippers will be cleaned or replaced.

Troubleshooting

- 39.30 The operators will flush or rod distribution pipes, should uneven distribution of water occur on the reedbed surface.
- 39.31 If the collection well high-level alarm activates, the operators will check the pump and if necessary will ensure it is promptly repaired. They will also check the UV unit and if necessary will repair it as per manufacturer's instructions.

39.32 If the water levels in the treated effluent storage tank reach the upper level, the operators will increase the effluent irrigation schedules. If this fails to reduce levels they will check the irrigation pump and ensure it is repaired as necessary. The operators will also check the UV unit and if necessary will ensure it is repaired as per manufacturer's instructions.

Testing and reporting

39.33 The frequency of testing will be at the discretion of Council and once an effluent load is established will be monthly for at least the first 12 months, thence quarterly. Tests will include BOD, SS, pH, N, P, *E. coli* and Total Coliform.

39.34 The operators will liaise with Bega Valley Shire Council re treated effluent nutrient levels, and if these warrant soil testing in Effluent Application Areas, will ensure that appropriately gathered soil samples are collected annually from each EAA and analysed for any physical or chemical degradation, nutrient imbalances or deficiencies.

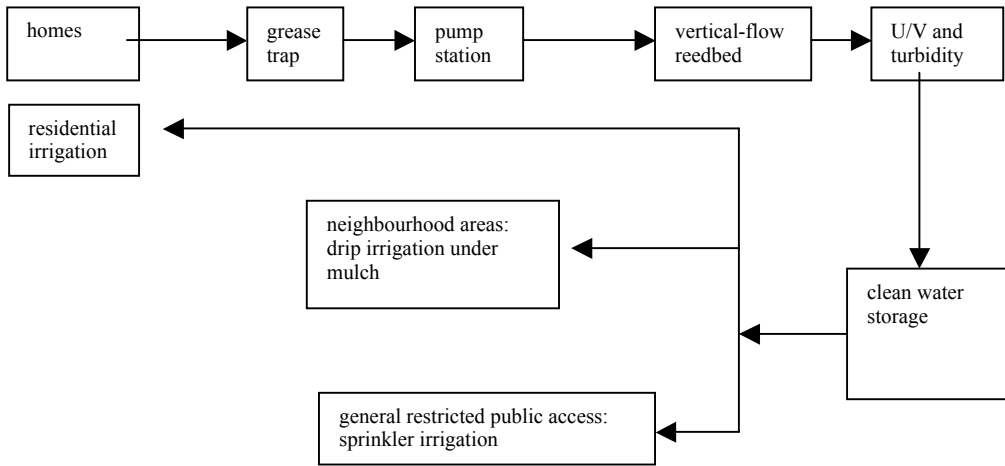
39.35 The abovementioned data are to be summarised in a three-monthly report together with the water quality test results (clause 15 above). The report will contain:

- a) the results of water quality testing;
- b) the volume of treated effluent produced;
- c) a report on alarms received and the action taken;
- d) details of the condition of grease traps and verification of grease removal; and
- e) details of treatment plant performance.

Specifications

Item Description & Model Number	Operating Pressure kPa		Delivery (Flow Rate) l/min	Head metres		Water Temp °C		Other
	Min	Max		Min	Max	Min	Max	
3 x Mono G60 sewerage pump stations (SP): 4 X Mono Grifter G60 Pressure Sewer Pumps Eco 1-60 PSS-ECO160B CG601R81TA		600	70		60	-10	50	SP1: Tank capacity 2200 litres Low Level 90 litres High Level 440 litres Alarm Level 820 litres Emergency Capacity 1380 litres SP2 & 3: Tank capacity 850 litres
Dam pump: Mono CP800			60	28				
Vertical Reedbed Pump: Lowara DOC 3		340	145		7		40	Tank Capacity 5000l
Dura water filter 1906050	175	900				4	40	Pre-UV filtration Dual gradient

								sediment 50X5 µm
Upstream UV water purification system NC10-50	69	690	38			1	40	Lamp model # E300209 – replace annually
MicroTOL Turbidimeter		1380	0.1–1			1	50	Measurement ranges 0–1000 NTU. Calibrate annually
Irrigation Pump DAB multistage centrifugal pump KVCX 45/80 M		1200	50–200	19.9	71.3	0	40	
DAB Activedriver M/MN 1.1		1600					50	Regulating range from 100–600 kPa
Hunter XC Residential Irrigation Controller								Station Run Times: 0 to 4 hours in 1-minute increments. Watering Schedule 365-day calendar. Interval watering. Odd/even watering. Sensor override by station. Programmable rain delay (1 to 7 days). Seasonal adjustment (10% to 150%)
Hansen HR 40 FC 40 mm flow control solenoids	100	1034	19–378					
HR 120 40 mm irrigation filters		1000	207 max					120 mesh (130 micron) filter
1.5 inch Philmac Ball Valves		1400					<20	Class 16
Philmac non-return valves		1400	1680 max				<20	Class 16
HR Adjustable Dripper ADJUSTA8-DRIP-B		208	0.15–0.57					406 mm maximum radius



Conceptual plan of effluent system components

Schedule to *Bend Effluent Treatment and Application System Operations
and Maintenance Manual*

Last updated: 19 November 2008

Nominated operator

Tony Towndrow
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Bend Neighbourhood Association operators

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11 Eden Street
Bega NSW 2550

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Email mpsharman@internode.on.net

Chris Allen
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Bega NSW 2550

Ph 02 6492 0947
Mobile 0417 231 477
Email watipunu@acr.net.au

Maintenance

Leo Hodgson
Bega All Pumps, Pool & Electrical Pty Ltd
2/85 Bega Street
Bega 2550

Ph 02 6492 1262
Mobile 0419 428 156

40 ANNEX 7 – NEIGHBOURHOOD FIREFIGHTING SYSTEM

Firefighting Tank Refill Water

- 40.1 Once building has commenced in the subdivision the Neighbourhood Association will guarantee that 144kl of refill water for the firefighting tanks will be available at all times in tanks 3 and 4 and/or in pond 3. Tanks 1 and 2 (the westernmost tanks) will be supplied when necessary by any of the following:
- a) water harvested from the roofs of Casuarina Hostel (as per agreement reached at the meeting between BEND Inc., Casuarina management and Council staff held onsite on Friday 29 July 2005);
 - b) water from pond 3 (the westernmost pond);
 - c) water from tanks 3 and 4; or
 - d) other options including adequately treated effluent from the neighbourhood effluent treatment system, or water pumped from local water systems such as the Bega River or an aquifer.
 - e) If insufficient water is available from the options above, water will be carted in.

Neighbourhood Association Firefighting System Managers

- 40.2 The Neighbourhood Association will appoint ongoing managers for the system, who will be recorded in a schedule attached to this annex.

Tasks of the Firefighting System Managers

- 40.3 Ensuring that copies of the following are available in the fire pumphouse at all times:
- a) Fire Safety Statement including: tank refill water statement; maintenance and testing program; and AS1851 – 2005 Section 3 Pumpsets and Tanks and Section 4 fire Hydrant Systems;
 - b) Fire Safety Schedule including: current Fire Safety Certificate; Geoff Metzler & Associates drawing no SM2424 sheets 3, 6 and 21; and specifications and certification of pumps and tanks; and
 - c) statutory logbooks for recording tank refill water and testing and maintenance for pumpset and hydrants.
- 40.4 Advising the Neighbourhood Association on the status of the tank refill capacity and of the need to bring in water when necessary.
- 40.5 Arranging for service personnel to provide testing and maintenance of the system at intervals as prescribed in the Fire Safety Statement.
- 40.6 Ensuring that records are accurately kept.
- 40.7 Arranging for the service personnel to be listed with the Neighbourhood Association Firefighting System Managers in the schedule attached to this annex.

Schedule to Firefighting System, Annex 7

Last updated: 19 November 2008

Nominated operator

New South Wales Fire Brigade
Bega

Bend Neighbourhood Association Fire Fighting System Managers

Peter Ascot

32, Eden Street
Bega NSW 2550

Ph 02 6494 7292

Mobile 0447 599 822

Email lentil@netspace.net.au

Chris Allen

7 Little Church Street
Bega NSW 2550

Ph 02 6492 0947

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Michael Sharman

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11 Eden Street
Bega NSW 2550

Ph 02 6492 6379

Mobile 0419 445 972

Email mpsharman@internode.on.net

Testing and maintenance

Where required for specific items, a suitably qualified person or agent to be nominated by the Neighbourhood Association.

Leo Hodgson

Bega All Pumps, Pool & Electrical Pty Ltd
2/85 Bega Street
Bega 2550

Ph 02 6492 1262

Mobile 0419 428 156

Part 8 Plans and Diagrams

Note: As statutory services easements have been created in accordance with section 36 *Community Land Development Act 1989*, a copy of the works as executed plan showing the location of all services must also be attached.

41 BEND SERVICES PLAN

42 BEND PLAN ILLUSTRATING PRIVATE ACCESSWAYS

