



Camden Council

Business Paper

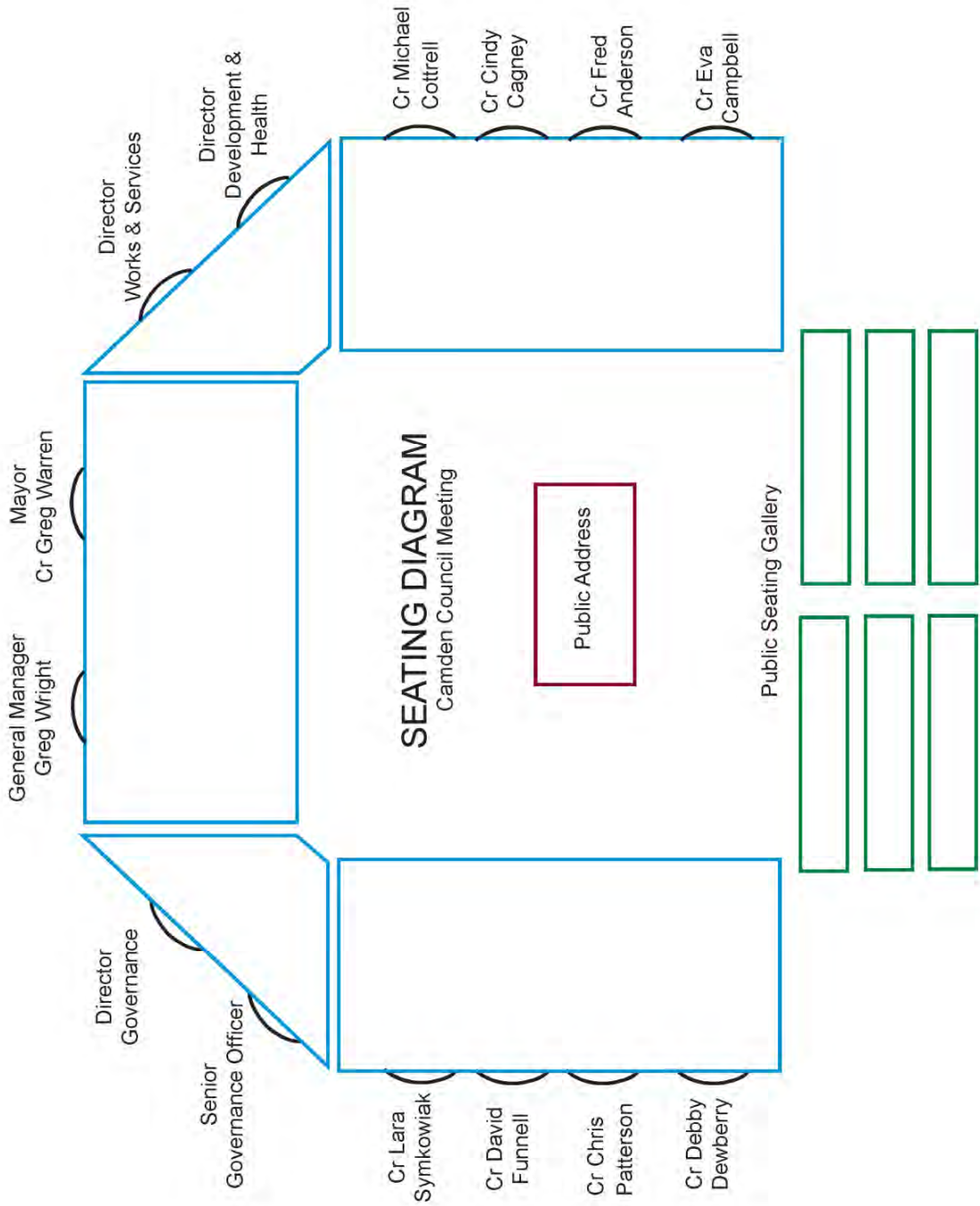
Ordinary Council Meeting
13 September 2011

Camden Civic Centre
Oxley Street
Camden



COMMON ABBREVIATIONS

AEP	Annual Exceedence Probability
AHD	Australian Height Datum
BCA	Building Code of Australia
CLEP	Camden Local Environmental Plan
CP	Contributions Plan
DA	Development Application
DECCW	Department of Environment, Climate Change & Water
DCP	Development Control Plan
DDCP	Draft Development Control Plan
DPI	Department of Planning & Infrastructure
DLG	Division of Local Government, Department of Premier & Cabinet
DWE	Department of Water and Energy
DoH	Department of Housing
DoT	NSW Department of Transport
EIS	Environmental Impact Statement
EP&A Act	Environmental Planning & Assessment Act
EPA	Environmental Protection Authority
EPI	Environmental Planning Instrument
FPL	Flood Planning Level
GCC	Growth Centres Commission
LAP	Local Approvals Policy
LEP	Local Environmental Plan
LGA	Local Government Area
MACROC	Macarthur Regional Organisation of Councils
OSD	Onsite Detention
REP	Regional Environmental Plan
PoM	Plan of Management
RL	Reduced Levels
RTA	Roads & Traffic Authority
SECTION 149 CERTIFICATE	Certificate as to zoning and planning restrictions on properties
SECTION 603 CERTIFICATE	Certificate as to Rates and Charges outstanding on a property
SECTION 73 CERTIFICATE	Certificate from Sydney Water regarding Subdivision
SEPP	State Environmental Planning Policy
SRA	State Rail Authority
SREP	Sydney Regional Environmental Plan
STP	Sewerage Treatment Plant
VMP	Vegetation Management Plan
WSROC	Western Sydney Regional Organisation of Councils



Media



ORDINARY COUNCIL

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ORDINARY COUNCIL

SUBJECT: APOLOGIES

Leave of absence tendered on behalf of Councillors from this meeting.

RECOMMENDED

That leave of absence be granted.



ORDINARY COUNCIL

SUBJECT: DECLARATION OF INTEREST

NSW legislation provides strict guidelines for the disclosure of pecuniary and non-pecuniary Conflicts of Interest and Political Donations.

Council's Code of Conduct also deals with pecuniary and non-pecuniary conflict of interest and Political Donations and how to manage these issues (Clauses 7.5 -7.27).

Councillors should be familiar with the disclosure provisions contained in the Local Government Act 1993, Environmental Planning and Assessment Act, 1979 and the Council's Code of Conduct.

This report provides an opportunity for Councillors to disclose any interest that they may have or Political Donation they may have received relating to a Report contained in the Council Business Paper and to declare the nature of that interest.

RECOMMENDED

That the declarations be noted.

ORDINARY COUNCIL

SUBJECT: PUBLIC ADDRESSES

The Public Address segment (incorporating Public Question Time) in the Council Meeting provides an opportunity for people to speak publicly on any item on Council's Business Paper agenda or on any matter within the Local Government area which falls within Council jurisdiction.

Speakers must book in with the Council office by 4.00pm on the day of the meeting and must advise the topic being raised. Only seven (7) speakers can be heard at any meeting. A limitation of one (1) speaker for and one (1) speaker against on each item is in place. Additional speakers, either for or against, will be identified as 'tentative speakers' and should only be considered where the total number of speakers does not exceed seven (7) at any given meeting.

Where a member of the public raises a question during the Public Address segment, a response will be provided where Councillors or staff have the necessary information at hand; if not a reply will be provided at a later time. There is a limit of one (1) question per speaker per meeting.

All speakers are limited to 4 minutes, with a 1 minute warning given to speakers prior to the 4 minute time period elapsing.

Public Addresses are recorded for administrative purposes. It should be noted that speakers at Council meetings do not enjoy any protection from parliamentary-style privilege. Therefore they are subject to the risk of defamation action if they make comments about individuals. In the event that a speaker makes potentially offensive or defamatory remarks about any person, the Mayor/Chairperson will ask them to refrain from such comments. A copy of the recording may be available to third parties (in certain circumstances).

The Mayor/Chairperson has the discretion to withdraw the privilege to speak where a speaker continues to make inappropriate or offensive comments about another person.

RECOMMENDED

That the public addresses be noted.



ORDINARY COUNCIL

SUBJECT: CONFIRMATION OF MINUTES

Confirm and adopt Minutes of the Ordinary Council Meeting held 23 August 2011.

RECOMMENDED

That the Minutes of the Ordinary Council Meeting held 23 August 2011, copies of which have been circulated, be confirmed and adopted.



ORDINARY COUNCIL

MM01

SUBJECT: MAYORAL MINUTE - RESIGNATION OF CAREY MCINTYRE
FROM: General Manager
BINDER: Mayoral Minute

It is with some sadness that I recognise that tonight will be the last Council meeting attended by Council's Director of Development and Health, Mr Carey McIntyre before he leaves Council's service on Friday 16 September.

Carey first joined Camden Council in 2003 as Manager - Development having spent time at Campbelltown and Wollongong Councils. He has tertiary qualifications in engineering, town planning and management and was appointed Director of Development & Health here just last year.

Over his time with Camden Council Carey has made a substantial contribution to the wellbeing of the Camden community through his focus on quality development outcomes and his willingness to forge effective partnerships with many organisations within the development community as well as many of the government agencies with a role in development.

Carey has recently overseen a significant increase in the number of positions within his division with a view to maintaining Camden's status as a prompt and efficient Council despite the huge influx of work brought about by the South West Sydney Growth Centre.

We offer Carey every best wish for his new position at Shellharbour Council and continued good health and happiness.

RECOMMENDED

That the information be noted.



ORDINARY COUNCIL

ORD01

ORD01

SUBJECT: FINDINGS OF CONDUCT REVIEW PANEL
FROM: General Manager
BINDER: Code of Conduct

PURPOSE

To advise Council of the findings of an independent Conduct Review Panel in relation to two complaints made against Councillor Michael Cottrell concerning alleged breaches of Council's Code of Conduct.

MAIN REPORT

In March 2011, the then Mayor Cr Chris Patterson referred a complaint that he had received from several third parties to the General Manager alleging a breach of Council's Code of Conduct by Councillor Cottrell. The complaint was made in relation to the behaviour of Councillor Cottrell at a meeting of the Narellan Lions Club on Monday 21 March 2011.

In April 2011, a member of Council's staff referred a second complaint to the General Manager alleging a breach of Council's Code of Conduct by Councillor Cottrell. The complaint was made in relation to the behaviour of Councillor Cottrell at a meeting of the Council's Camden Festival Committee meeting on Wednesday 6 April 2011.

Complaints alleging a breach of Council's Code of Conduct are regulated by Council's Code of Conduct. In accordance with the provisions of the Code, the General Manager subsequently determined to refer the complaints against Councillor Cottrell to an independent Conduct Review Panel established in accordance with the Code.

The Conduct Review Panel has now submitted its report into the two matters. **A copy of the report has been made available to Councillors separately.** Councillor Cottrell was also provided with a draft of the report, for reasons of procedural fairness, and made a submission to the Panel. **A copy of that submission has also been provided separately to Councillors as has the Panel's assessment of that submission.**

The Conduct Review Panel undertook a number of interviews with a total of ten people involved in the two meetings, either in person or by telephone, and has made its report and findings based on the evidence of those witnesses.

The Conduct Review Committee found that in its view Councillor Cottrell's conduct at the Lions Club meeting of 21 March 2011 and the Camden Festival Committee meeting of 6 April 2011 was in breach of clauses 6.1 and 6.3 of the Code of Conduct. The relevant elements of those clauses are set out below:

Clause 6.1

You must not conduct yourself in carrying out your functions in a manner that is likely to bring the Council or holders of civic office into disrepute. Specifically, you must not act in a way that:

- d) *is an abuse of power or otherwise amounts to misconduct*
- e) *causes, comprises or involves intimidation, harassment or verbal abuse*

Clause 6.3

- a) *you must treat others with respect at all times;*
- b) *while you are a Councillor provide leadership and guidance to the community at all times and not just at times when you are carrying out your role as a member of the governing body of the Council.*

In the circumstances, the Panel recommends that Council take the following action in relation to the matters:

- a) Councillor Cottrell be censured for his behaviour;
- b) Councillor Cottrell be required to apologise to the individuals involved;

The Code allows the Conduct Review Panel to make recommendations to Council, which it has done.

Council's role now is to determine, in view of the findings of the Conduct Review Panel, whether or not Councillor Cottrell has breached the Code of Conduct and, where Council finds that Councillor Cottrell has breached the Code, to decide by resolution to impose certain sanctions.

RECOMMENDED

That Council note the contents of the report of the Conduct Review Committee and determine:

- i. whether or not Councillor Cottrell has breached the Code of Conduct; and**
- ii. where Council finds that Councillor Cottrell has breached the Code, whether or not to impose sanctions and, if so, what sanctions.**

ORDINARY COUNCIL

ORD02

ORD02

SUBJECT: USE OF EXISTING ELDESLIE PUBLIC SCHOOL PREMISES FOR AN OUT OF SCHOOL HOURS CHILD CARE FACILITY AT NO 170 (LOT 200, DP 1154993) LODGES ROAD, ELDESLIE
FROM: Director Development & Health
BINDER: Development Applications 2011

DA NO: 725/2011
OWNER: Minister for Education and Training
APPLICANT: Oshclub Pty Ltd
ZONING: R1 General Residential

PURPOSE OF REPORT

The purpose of this report is to seek Council's determination of a Development Application (DA) for the use of various areas within Elderslie Public School as an Out of School Hours child care facility (OOSH). This application is referred to Council in accordance with its delegations as there remain unresolved objections to the proposal.

SUMMARY OF RECOMMENDATION

It is recommended that:

1. The DA be approved for a 12 month trial period subject to the draft development consent conditions provided at the end of this report; and
2. Council staff writes to the Department of Education in relation to the current parking and traffic issues occurring around Elderslie Public School.

BACKGROUND

This DA was lodged with Council on 28 June 2011. Pursuant to Camden Development Control Plan 2011 it was publicly notified for 14 days.

As a result of this public notification, 6 submissions were received in the form of a pro forma letter which was signed and submitted to Council individually by each objecting party.

The application has been assessed on its merits in accordance with Section 79 C of the Environmental Planning and Assessment Act, 1979 and the DA is now able to be referred to Council for determination.

THE SITE

The site is known as No 170 (Lot 200, DP 1154993) Lodges Road located on the north western side of Lodges Road in Elderslie. The site is roughly rectangular in shape, has an area of approximately 2.66ha and contains Elderslie Public School. The surrounding lots contain residential dwellings, a place of public worship and vacant land.

The surrounding area is characterised by a mixture of recreational and residential land uses, including Camden Valley Golf Club to the north east, the residential suburbs of Narellan Vale and Mount Annan to the east, the Elderslie and Spring Farm urban release areas to the south and south east and the established part of Elderslie to the west. **A location plan is provided at the end of this report (Attachment 1).**

THE PROPOSAL

Development consent is sought for the use of various areas within Elderslie Public School premises as an OOSH, including the operation of before and after school care programs during school terms, as well as vacation care programs during school holidays.

There are no building works proposed by this application.

The OOSH programs will each cater for a maximum of 45 children and will utilise the existing primary school hall, covered outdoor area and sports field.

The proposed hours of operation for this use are as follows:

- Monday to Friday during school terms: 7am – 9am (before school care)
3pm – 6pm (after school care)
- Monday to Friday during school holidays: 8am – 6pm (vacation care)

Children attending the OOSH will be limited to only students that are enrolled at Elderslie Public School and there will be approximately 2 staff supervising the children for each program.

OOSH staff will park in the existing teachers' car park, which will be largely vacant during the proposed hours of operation for the OOSH. Parents or guardians will also park there for the purposes of dropping off and picking up children. **A copy of the proposed plans is provided at the end of this report (Attachment 2).**

NOTIFICATION

Pursuant to Camden Development Control Plan 2011, this application was publicly notified for 14 days between 8 July 2011 and 22 July 2011.

As a result of this public notification, 6 submissions were received in the form of a pro forma letter which was signed and submitted to Council individually by each objecting party. The issues raised in the submissions are assessed in the "Any submissions" section of this report.

PLANNING CONTROLS

The following are relevant planning controls that have been considered in the assessment of this application:

- Deemed State Environmental Planning Policy No. 20 – Hawkesbury/Nepean River
- Camden Local Environmental Plan 2010
- Camden Development Control Plan 2011

ASSESSMENT

The application has been assessed in accordance with Section 79C of the Environmental Planning and Assessment Act 1979. The following comments are made with respect of the application:

(1)(a)(i) The provisions of any Environmental Planning Instrument

Deemed State Environmental Planning Policy No 20 – Hawkesbury/Nepean River (SEPP)

It is considered that the aims and objectives of this policy will not be prejudiced by the development and that there will be no detrimental impacts upon the Hawkesbury/Nepean River as a result of it.

Camden Local Environmental Plan 2010 (LEP)

The proposed development is defined as a “child care centre” by the LEP. This use is permissible with development consent in the applicable R1 General Residential zone.

The relevant objectives of this zone seek to “enable other land uses that provide facilities or services to meet the day to day needs of residents”, to “allow for educational, recreational, community and religious activities that support the wellbeing of the community”, and to “minimise any conflict between land uses within the zone and land uses within adjoining zones”.

It is considered that the proposal is compliant with these objectives in that it will provide a service to meet the child care needs of residents in an existing building designed for educational and recreational activities for children. The development has been assessed and it is not considered that it will have any unacceptable environmental impacts upon any land uses in other zones.

Clause 7.5 (1) of the LEP which relates to child care centres has also been considered during the assessment of this application. The objectives of this clause are to “ensure that child care centres do not unreasonably impact on the amenity of adjoining residential development” and to “ensure that child care centres do not adversely affect traffic and pedestrian safety due to increased traffic congestion”.

It is considered that the proposal is capable of complying with the objectives of this clause subject to the draft development consent conditions provided at the end of this report.

Clause 7.5 (2) also requires that Council consider whether the land:

- a) has an area of not less than 1,200m², and
- b) has a boundary that adjoins an existing or proposed classified road.

The site proposed for the subject development has an area greater than 1,200m² and has no boundaries that adjoin an existing or proposed classified road, therefore the proposal is considered to be consistent with the intent and requirements of Clause 7.5 (2).

(1)(a)(ii) The provisions of any proposed instrument that is or has been the subject of public consultation under *the Act* and that has been notified to the Consent Authority

There are no relevant draft environmental planning instruments that are applicable to this site or development.

(1)(a)(iii) The provisions of any Development Control Plan

The following parts of Camden Development Control Plan 2011 (DCP) are relevant to this development:

Part B1.16 – Acoustic Amenity

Council officers have assessed the application in terms of potential noise impacts and have recommended approval subject to appropriate development consent conditions.

Consequently it is considered that the proposed development is acceptable in terms of acoustic amenity.

Part B1.18 – Trial Periods

Given that the proposal has received public submissions regarding potential traffic generation and parking concerns, it is a recommended development consent condition that a trial period of 12 months be applied to the development.

This will allow Council to monitor whether the proposed use has any adverse impacts on the existing traffic situation in the area.

It is considered that this duration of time will allow for sufficient monitoring and assessment of the development's impacts on traffic over a range of seasons, for example during school terms as well as during school holidays when the vacation care programs will operate.

It is considered that this is a reasonable consent condition, as the development does not propose the construction of any new buildings. Therefore the capital risk to the owners, should the trial be unsuccessful, is minimal.

Part B5 – Access and Parking

Child care centres require 1 space for every 4 children in attendance.

The car parking calculations for this development are:

Maximum number of children = $45 / 4 = 11.25$, which rounds (always) up to 12.

Therefore this development requires 12 off-street car parking spaces. 26 spaces are provided at the existing school premises and it is intended that the OOSH development will use this existing parking.

This is considered reasonable given that the proposed hours of operation for the OOSH programs do not coincide with the hours of operation for the existing school, being 9am to 3pm.

In this regard it is considered that these parking spaces are sufficient to cater for both uses.

The school staff parking area within the site is also considered to be safe for the OOSH programs and its extended hours of operation, in that sufficient lighting and surveillance

opportunities have been provided to service the car parking area and all travel paths associated with this application. The single entry/exit driveway also provides access control.

The proposal will generate traffic in that parents will drop off and pick up their children from the OOSH programs. However the proposed hours of operation for the programs do not coincide with the existing hours of operation for the school, and all students attending the programs will already be enrolled at the school.

Therefore it is likely that where all parents would have previously visited the site at only 9am and 3pm, the extended hours of operation for the OOSH programs will now allow for more staggered visits to the school to collect the same number of children. As such this proposal may actually reduce the congestion experienced during peak school times.

Having regard to all the above and the draft development consent conditions provided at the end of this report, this proposal is considered to have adequately addressed the requirements of Part B5 - Access and Parking.

Part C6.7 – Child Care Centres

The proposed site is not identified on Figure C12 – Elderslie Urban Release Master Plan as a site for possible future child care centres. However it is considered that the proposal is compliant with the sole objective of Part C6.7 in that Elderslie Public School is an appropriate location for a child care centre, as it will facilitate the meeting of child care needs of residents within the Elderslie Release Area and the surrounding locale.

Part D5.1 – Child Care Centres

The proposed development has been assessed against the relevant objectives and controls of Part D5.1 and is considered to comply with these, in that:

- it will operate from existing premises that has been appropriately integrated into the surrounding residential environment;
- the premises have been recently constructed, is well designed and has a high standard of outdoor play areas and landscaping;
- the potential impacts on the environment or amenity of residential areas from the development in terms of noise or traffic generation have been assessed in the DCP Part B1.16 – Acoustic Amenity and Part B5 – Access and Parking sections of this report and the proposed development was found to be capable of complying subject to the draft development consent conditions provided at the end of this report;
- the development is located within the grounds of an existing education facility;
- open space has been provided within the premises;
- the proposed hours of operation during school times will be restricted to between 7am-9am and 3pm-6pm, Monday to Friday;
- the premises have been assessed by Council officers in terms of fire safety. This assessment found the existing buildings and facilities compliant with current

Building Code of Australia and Environmental Planning and Assessment Regulations requirements for the proposed use; and

- Council officers have assessed the development in terms of noise impacts and have recommended approval subject to appropriate development consent conditions.

Having regard to the above, including the relevant recommendations, it is considered that the proposal complies with the objectives and controls of Part D5.1 of the DCP for child care centres.

(1)(a)(iii) The provisions of any Planning Agreement

There are no relevant planning agreements applicable to this site or development.

(1)(a)(iv) The provisions of the Regulations

The Regulations do not specify any matters that are relevant to the proposed development.

(1)(b) The likely impacts of the development

Subject to the imposition of the draft development consent conditions for a 12 month trial period, it is considered that this development is unlikely to have any significant impacts.

(1)(c) The suitability of the site for the development

This site is considered to be suitable for the proposed development. The development will not result in any unacceptable environmental impacts and is consistent with the objectives of the applicable R1 General Residential zone. There are no site specific conditions that render this site unsuitable for the proposed development.

(1)(d) Any submissions

Pursuant to Camden Development Control Plan 2011 this application was publicly notified for 14 days between Friday 8 July 2011 and Friday 22 July 2011.

As a result of this public notification, 6 submissions were received. **A copy of the submissions is provided with the Business Paper supporting documents.**

Council staff undertook mediation with the submission writers.

As a result, in order to address the issues raised and ensure that the proposed development does not contribute to the existing parking and traffic issues in the area, the following development consent conditions were suggested:

- that a trial period be applied to the development for up to 12 months;
- that parents visiting the site to drop off or pick up children must use the existing school staff parking facilities provided within the school's boundaries;
- that the pedestrian gates located along the Franzman Avenue and Weirberly Road boundaries must remain closed during the hours of operation of the OOSH;

- that only students enrolled in Elderslie Public School may attend the OOSH programs.

All but one of the objecting parties agreed that the above conditions would help monitor and control any potential parking or traffic issues for the use proposed by this application.

As one of the objecting parties was not satisfied with these conditions an assessment of the issues raised is provided below:

1. *Safety and property concerns with regard to the dropping off and picking up of children in streets surrounding the school.*

Officer comment:

It is a recommended development consent condition that all parents picking up and/or dropping off children to/from the OOSH programs use the school's on site staff parking facilities at all times. It is considered that the imposition of this condition addresses this issue.

2. *The current car parking provided at the school is already at capacity.*

Officer comment:

It is recognised that school's existing car park is at capacity and that this has resulted in parents parking in surrounding street. However this development will only use the school's existing car park at times when the school is not operating and will not exacerbate this issue.

It is important to note that the issue of car parking relates to the operation of the existing school and not the proposed development.

Notwithstanding and in response to concerns raised by objectors, it is recommended that Council write to the Department of Education suggesting the staff parking area, as well as pick up and drop off zones provided for parents, be reviewed in terms of their efficiency during peak traffic times, and that should it be determined that the existing facilities are inadequate, investigations into the feasibility of additional on site parking be undertaken.

3. *There is traffic congestion and a lack of designated parking facilities in Franzman Avenue and Weirberly Road.*

Officer comment:

These issues are noted, however they do not relate to the proposed development which only proposes the use of the existing school for OOSH programs. It is considered that the proposed development will not exacerbate these issues.

4. *Local residents have experienced damage, trespass, illegal parking and littering.*

Officer comment:

These issues are noted, however they do not relate to the proposed development which only proposes the use of the existing school for OOSH programs. Limiting areas for pick up of children will further limit such issues relative to this proposed development. It is considered that the proposed development will not exacerbate these issues.

However it is noted that Council staff have previously issued fines for incidences of illegal parking that have occurred in this area.

5. *Local residents have witnessed breaches of road rules and fear for the safety of pedestrians.*

Officer comment:

These issues are noted, however they do not relate to the proposed development. It is considered that the proposed development will not exacerbate these issues.

(1)(e) The public interest

This development is considered to be within the public interest in that it will provide a valuable child care service that will meet the needs of local residents. Subject to the draft development consent conditions provided at the end of this report, it is not considered that the development will have any significant further adverse impacts upon the amenity of local residents or the surrounding area.

CONCLUSION

Council has received a DA for the use of various areas within Elderslie Public School as an Out of School Hours child care facility on this site. The application has been assessed in accordance with the Environmental Planning and Assessment Act 1979 and the public submissions received have been considered.

The development fully complies with all relevant development controls that apply to it and, subject to the draft development consent conditions, will not have any significant impacts upon the amenity of local residents or the surrounding environment.

Consequently the development is recommended to Council for approval subject to the draft development consent conditions shown below.

DRAFT CONDITIONS OF CONSENT

1.0 - General Requirements

The following conditions of consent are general conditions applying to the development.

- (1) **Development in Accordance with Plans** – The development is to be in accordance with the plans and documents listed below, except as otherwise provided by the conditions of this consent:

Plan / Development No.	Description	Prepared by	Dated
1	Site Plan	Oshclub Pty Ltd	Undated
3	Covered Outdoor Area and Hall	Oshclub Pty Ltd	6/9/10
4	Statement of Environmental Effects	Oshclub Pty Ltd	Undated

- (2) **Duration of Development Consent** – This development consent will lapse on 13 September 2012. The applicant is advised that a further development application is required to be submitted to continue the use beyond this prescribed date. In determining any further application, Council will have regard to the operation of the use within the initial approval period. It is recommended that the applicant lodge any additional applications at least two (2) months prior to the expiration of this development consent.
- (3) **Advertising Signs Application** - Outdoor advertising structures require prior development consent. A development application must be submitted and approval granted by the Consent Authority (i.e. Camden Council) prior to the erection of any advertising signs.
- (4) **Department of Family and Community Services** - Compliance with any requirements of the Department of Community Services in relation to this development is required. In this regard, a letter from the Department of Community Services which details the approved number and age of children to be accommodated at the facility and any conditions of operation must be submitted to the Consent Authority (i.e. Camden Council).
- (5) **Play Equipment Schedule** - Play equipment shall not be incorporated into the development without the prior approval of the Consent Authority (i.e. Camden Council). Details of the type and location of equipment must be submitted and approved by the Consent Authority prior to the issue of a Construction Certificate.

2.0 - Operational Conditions

The following conditions of consent are operational conditions applying to the development.

- (1) **Hours of Operation** - The hours of operation for the approved OOSH development are:

Monday to Friday during school terms: 7:00am – 9:00am
(before school care)

3:00pm – 6:00pm
(after school care)

Monday to Friday during school holidays: 8:00am – 6:00pm
(vacation care)

All vehicle movements, deliveries and any other operations associated with the use of the premises must be restricted to approved hours of operation. Any alteration to these hours will require the prior approval of the Consent Authority.

- (3) **General Requirements** – The storage of goods and materials must be confined within the building. At no time must goods, materials or advertising signs be displayed or placed within the designated car parking spaces, landscaped areas or road reserve.
- (4) **Number of Persons** - The maximum number of students permitted to attend the OOSH programs must not exceed 45 students at any one time, for each program.

ORD02

- (5) **Approved Number Not Exceeded** - Management must ensure that the approved maximum number of students permitted in the OOSH programs is not exceeded.
- (6) **Amenity** - The business shall be conducted and patrons controlled at all times so that no interference occurs to the amenity of the area, adjoining occupations and residential premises.
- (7) **Retain Existing Spaces** - The existing 26 off-street parking spaces must be maintained.
- (8) **Parents or Guardians Visiting the Site** - Parents or guardians visiting the site to drop off or pick up children attending the OOSH programs must use the existing staff parking facilities provided within the school's boundaries.
- (9) **Pedestrian Gates** - The pedestrian gates located along the Franzman Avenue and Weirberly Road boundaries must remain closed during the hours of operation of the OOSH programs.
- (10) **Enrolled Students** - Only students enrolled in Elderslie Public School may attend the OOSH programs.

END OF CONDITIONS

RECOMMENDED

That Council:

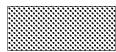
- i. **approve Development Application 725/2011 for the use of Elderslie Public School premises at No 170 (Lot 200, DP 1154993) Lodges Road as an Out of School Hours child care facility, subject to the draft development consent conditions provided above; and**
- ii. **write to the Department of Education and Communities in relation to the current parking and traffic issues occurring around Elderslie Public School as described in this report.**

ATTACHMENTS

1. Site Location Plan
2. Proposed Plans
3. Submissions - *Supporting Document*

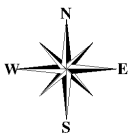


SUBURB: ELDERSLIE



Subject Site

Scale 1:7000



LOCATION PLAN

170 LODGES RD, ELDERSLIE

Lot 200 DP 1154993

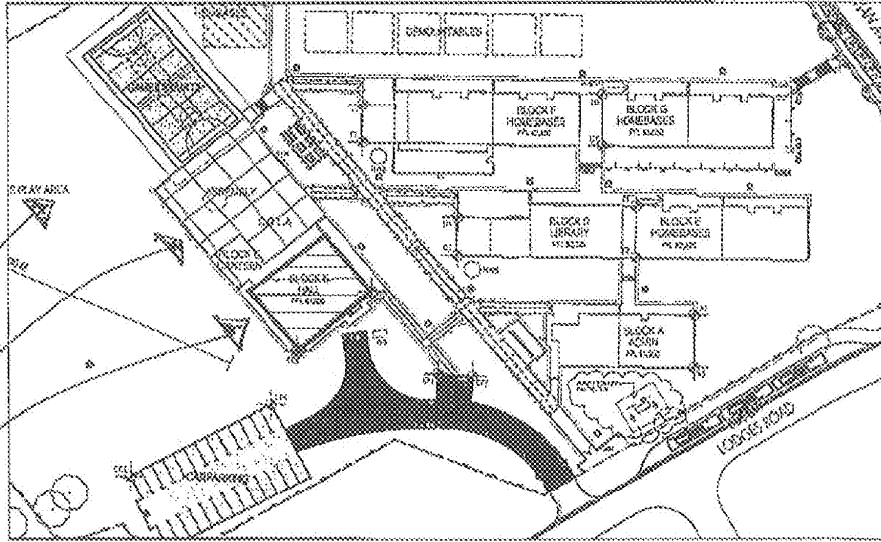
DA725/2011

ORD02

ELDERSHIE PUBLIC SCHOOL

9

Attachment A



The hall/communal space is approximately 138.5m² and the COLA is approximately 176m². Further details regarding the size of the facility are available on request.

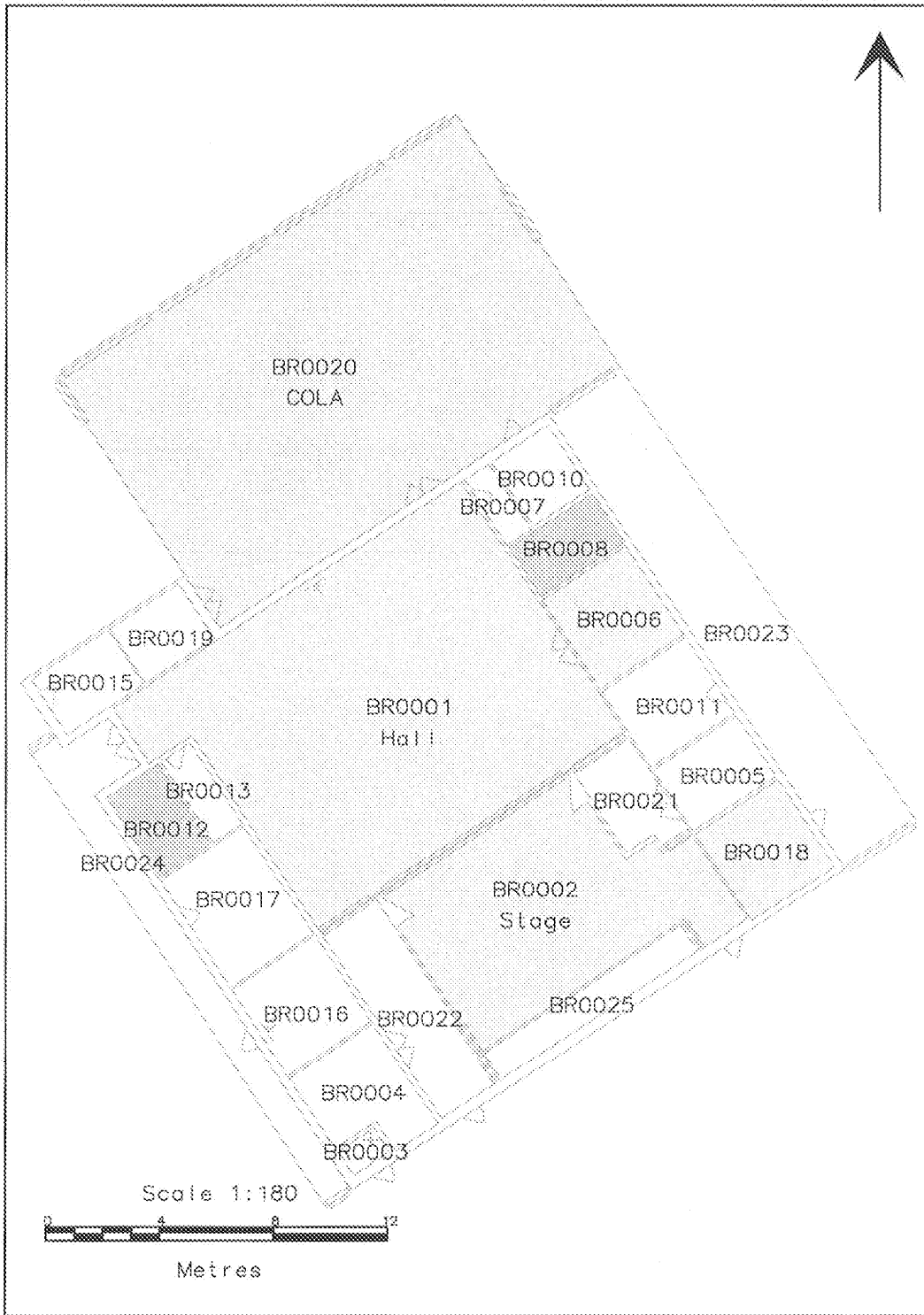
→ Block 6 - inside use

→ COLA - covered outside use

→ Playground area

213152977_3

4646 – Elderslie Public School
Communal Facilities (B00B) – Ground Floor as at 06-09-10



ORD02

Attachment 2



ORD03

ORDINARY COUNCIL

ORD03

SUBJECT: SECTION 82A REVIEW OF A REFUSED ADVERTISING SIGN AT NO 120 (LOT 111, DP 712061) ARGYLE STREET, CAMDEN

FROM: Director Development & Health

BINDER: Development Applications 2009

DA NO: DA950/2009

OWNER: J Visvis and J Rizkalla

APPLICANT: Real Estate Partners

ZONING: 3(e) - Town Centre

PURPOSE OF REPORT

The purpose of this report is to seek from Council a determination of a Section 82A Review relating to a previous refusal of a Development Application (DA) for the display of a third party advertising sign at 120 Argyle Street, Camden. This application is referred to Council for determination in accordance with its delegations, which require that Section 82A Review applications be determined by Councillors.

SUMMARY OF RECOMMENDATION

It is recommended that Council refuse this Section 82A Review subject to the refusal reasons provided at the end of this report. Primarily, the application does not comply with the Development Control Plan in that the proposed signage is not on the property to which the development relates.

BACKGROUND

The approved land uses on this site are Sinclair's Newsagency and a pharmacy, which operates ancillary to the newsagency.

On 22 September 2009 a DA was lodged with Council for the display of a full panel window sign, incorporating an interactive through-glass touch screen, advertising a real estate business that does not operate on this site.

On 9 November 2009 this Development Application was refused by Council staff under delegated authority for the following reasons:

- The proposal was not consistent with the aims and objectives of the State Environmental Planning Policy No 64 [Advertising & Signage].
- The proposal was not consistent with the provisional assessment criteria specified within Schedule 1 of the Environmental Planning Policy No 64.
- The proposal was not consistent with the objectives & controls of the Camden Development Control Plan 2006.

The subject Section 82A Review Application was lodged with Council on 8 November 2010. This application requests that Council reviews its previous decision to refuse the original Development Application. Following detailed assessment, considering the draft

LEP, the adopted LEP and the new DCP, the Review Application is now able to be referred to Council for determination.

THE SITE

The site is known as No 120 (Lot 111 DP712061) Argyle Street, Camden and contains "Sinclair's Town News & Pharmacy". The subject land is approximately 1,917m², and the shop itself is approximately 800m². The current approved uses for the premises are a pharmacy and newsagent. The façade of the shop is open, incorporating large glass window fronts with a recessed entrance point which is accessed via the Argyle Street footpath.

Items on display include books, stationary and other items related to newsagency businesses and medical supplies related to the approved chemist shops.

The shop adjoins No 118 Argyle Street to the east and No 122-130 Argyle Street to the west. The shop fronts Argyle Street to the north and backs on to a private car park to the south (behind the building). The location of the proposed sign is 15m east of the marked pedestrian crossing opposite the Australia Post building.

The site is surrounded by cafes, banks, the Post Office and other smaller shops, supporting Camden's traditional working country town character. **A site location map is provided at the end of this report (Attachment 1).**

THE PROPOSAL

A Section 82A Review application is sought to display a full panel window sign which incorporates a through-glass touch screen which advertises the Real Estate Partners business.

The sign is proposed to encompass one full glass window panel, having dimensions of 2.2m high and 1.7m wide (an area of 3.74m²) with an interactive screen size of 1m high and 0.6m wide (an area of 0.6m²). The interactive component is approximately 16% of the sign display area. The interactive screen is proposed to display homes for sale, as well as a number of interactive services including the booking of inspections, displaying maps, paying rent, contacting the real estate agent by email and SMS and video chatting with real estate agent staff.

The proposed sign is a third party advertising sign as it does not relate to any approved use being undertaken on this site. **A copy of the proposed plans is provided at the end of this report (Attachment 2).**

NOTIFICATION

Public notification of this review application is not required under Part A2 Notification Requirements of Camden Development Control Plan 2011.

PLANNING CONTROLS

The following plans and policies have been considered in the assessment of this application:

- State Environmental Planning Policy No 64 - Advertising and Signage
- Camden LEP 45 – Camden Town Centre
- Camden Local Environmental Plan 2010

- Camden Development Control Plan 2011

ASSESSMENT

The application has been assessed in accordance with Section 79C of the *Environmental Planning and Assessment Act 1979*. The following comments are made with respect to the proposal:

(a)(i) The provisions of any Environmental Planning Instrument

State Environmental Planning Policy 64 - Advertising and Signage (SEPP)

Pursuant to Clause 4(1) of the SEPP, the proposed sign is considered to be an "Advertisement" to which Part 3 of SEPP 64 applies and includes any advertising structure for the advertisement.

Pursuant to Clause 8, Council must not grant Development Consent to an application to display signage unless it is satisfied that the signage is consistent with the objectives of SEPP 64 and the signage satisfies the assessment criteria specified in Schedule 1.

It is considered that the proposal is not consistent with the aims and objectives of this SEPP 64 as it is considered that the chosen location, being in the front of an unrelated premise, is not appropriate.

The proposed sign has been assessed against the Schedule 1 assessment criteria of the SEPP. The sign is considered unacceptable on the basis that:

- the signage is not considered to be compatible with existing business identification signs in terms of form, proportion and colour scheme;
- the scale of the proposed sign does not respect the viewing rights of other advertisers, particularly of real estate agencies and other businesses that have obtained development consent and operate their businesses from the same premises;
- it is considered that the proposed sign is not compatible with the building as it occupies an entire front window panel and is not consistent with the form and scale of the front façade of the building;
- the only section of the sign which will be illuminated would be the touch screen which would be out of keeping particularly at night when all other shops are closed.

Following assessment of the aims, objectives and standards contained in the SEPP, it is considered that the development is inconsistent with the SEPP and is not suitable for approval.

Camden Local Environmental Plan No 45 (LEP)

The original Development Application for this sign was lodged with Council before the gazettal of Camden Local Environmental Plan 2010 on 3 September 2010, and therefore Camden Local Environmental Plan No 45 - Camden Town Centre (the LEP) applies to the assessment of this Section 82A Review.

The land is zoned 3(e) Town Centre pursuant to the LEP. The LEP provides that Council shall not grant consent to any development unless it is of the opinion that the development is consistent with the objectives of the zone.

As assessed previously in the "State Environmental Planning Policy 64 - Advertising and Signage," it is considered that the proposal is not compatible with the historic character of Argyle Street in the town centre as the sign proposes to occupy an entire front window panel and is not consistent with the form and scale of the front façade of the building. Overall the proposed sign is inconsistent with the relevant objectives for this zone.

Clause 13 of the LEP states that Council shall not grant consent to development on land within the 3 (e) unless it is satisfied that the proposal satisfies the development principles for the town centre.

It is considered that the scale, proportion and form of the proposed signage are not appropriate for the streetscape and for the shop in which it would be installed.

Following consideration of the relevant provisions, it is considered that the proposed development is inconsistent with the objectives and standards listed in the LEP and is not suitable for approval.

(1)(a)(ii) The provisions of any proposed instrument that is or has been the subject of public consultation under the Act and that has been notified to the consent authority

Camden Local Environmental Plan 2010 (LEP)

Even though Camden Local Environmental Plan 2010 was gazetted on 3 September 2010, LEP 2010 had been exhibited when the original development application was lodged. Therefore this LEP can be considered, however pursuant to Clause 1.8A, this application must be determined as if this Plan had been exhibited, but had not commenced. The proposed development is defined as an "Advertisement".

In terms of the relevant zone objectives the proposed development is not considered to be in keeping with the objectives of the zone. Permitting third party advertisement to be erected on a site will detract from the viability of other lawfully approved businesses in the area.

(a)(iii) The provisions of any Development Control Plan

Camden Development Control Plan 2011

Camden Development Control Plan 2011 (the DCP) came into force on 16 February 2011 and the subject Review Application was lodged with Council on 8 November 2010.

Unlike strict savings and transitional provisions for new environmental planning instruments (Local Environmental Plans), such provision for DCPs can be at the discretion of each Council and is principally based on what the DCP advocates.

It is considered appropriate that this development is assessed against the DCP and not the now replaced Camden Development Control Plan 2006.

B4 - Advertising and Signage

It is considered that the proposed signage does not satisfy the controls for outdoor advertising as listed in the DCP. Pursuant to control 2 in the DCP:

“All advertising signs, except signs or banners approved by Council under Policy 2.8 Banners and Signs on Road Reserves, must relate directly to an approved or exempt land use being conducted on the land on which the sign is displayed. Where development consent is required for the use of the land, approval to erect an advertising structure or display an advertising sign will not be granted until such development consent has been issued.”

In the case of the current review application, the proposed sign does not relate to any approved land use on the land. It is therefore a third party advertising sign that is not permitted by the DCP’s control 2.

The current Development Control Plan ensures the number of signs in the LGA is not excessive, does not create visual clutter, does not adversely affect the amenity enjoyed by the community and provides a level of fairness to business operators.

Pursuant to control 11 in the DCP, the proposal is considered to be an inappropriate form of signage, as electronic signs and signs with variable messages are listed as inappropriate forms of signage.

The Review application makes reference to the proposed advertisement being similar to signage as applied to an Automatic Teller Machine (ATM). This view is not supported for the following reasons.

An ATM is considered to be a land use within the definition of “business premises.” A DA is required for an ATM, and should that land use be approved, any logos and/or corporate wording attached to the ATM would relate to the approved use of the land and therefore be defined as “business identification” signage. The proposed sign, the subject of the Review Application, does not relate to the approved use of the land.

Based on the above assessment, it is considered that the proposed sign is not consistent with the objectives and controls of the DCP and should be refused.

(1)(a)(iiia) The provisions of any Planning Agreement

There are no relevant Planning Agreements applicable to this site or development.

(1)(a)(iv) The provisions of the Regulations

The Regulations do not specify any matters that are relevant to this development.

(1)(b) The likely impacts of the development

It is considered that the approval of third party advertising would lead to an undesirable precedent, potentially resulting in a proliferation of signage that will have a detrimental impact on the character of the locality.

(1)(c) The suitability of the site for the development

The proposed sign is not considered to be suitable for the specified location as it is advertising a business which does not have an approved operational use within the subject shop.

(1)(d) Any submissions

Public notification of this review application is not required under Part A2 Notification Requirements of Camden Development Control Plan 2011.

(1)(e) Public Interest

Assessment of this 82A review application has demonstrated that the proposal does not reflect the desired or future character of the locality and does not comply with the relevant objectives and development controls. It is therefore considered that the proposal is not in the public interest.

CONCLUSION

Council has received a Section 82A Review application requesting that a previously refused third party advertising sign on this site be now approved.

The application has been assessed and the proposed sign is not considered to be suited to the site as it would advertise a business which does not have an approved operational use within the subject shop.

Consequently the review application is now recommended to Council for refusal subject to the refusal reasons listed below.

RECOMMENDED

That Council refuse the Section 82A Review application for a review of a refused advertising sign at No 120 (Lot 111 DP712061) Argyle Street, Camden for the following reasons:

- i. the proposal is not consistent with the aims and objectives of the State Environmental Planning Policy No 64 - Advertising and Signage;**
- ii. the proposal is not consistent with the assessment criteria specified within Schedule 1 of the Environmental Planning Policy No 64 - Advertising and Signage;**
- iii. the proposal is not consistent with the zone objectives specified in Camden Local Environmental Plan 2010; and**
- iv. the proposal is not consistent with the controls of Camden Development Control Plan 2011.**

ATTACHMENTS

1. Location Plan
2. Proposed Plans

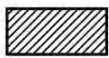
ORD03

Attachment 1



SITE LOCATION MAP

120 Argyle St Camden
Lot 111 DP 712061



Subject Sites



Scale 1:4000



Attachment 2

ORD03

ORD03

Attachment 2

Real Estate Partners
.com.au

1300 HOUSES

INTERACTIVE TOUCHSCREEN INFORMATION AT YOUR FINGER TIPS

"Your Partner in Real Estate"



ORDINARY COUNCIL

ORD04

ORD04

SUBJECT: PROPOSED TWO STOREY DWELLING AT NO 6 (LOT 4162 DP 1155498) LOGONIA CRESCENT, MOUNT ANNAN

FROM: Director Development & Health

BINDER: Development Applications 2011

DA NO: 726/2011
OWNER: Mr J A Walker & Ms L T Vennell
APPLICANT: Wisdom Homes
ZONING: R2 Low Density Residential

PURPOSE OF REPORT

The purpose of this report is to seek Council's determination of a Development Application (DA) for the construction of a two storey dwelling at 6 Logonia Crescent, Mount Annan. This application is referred to Council in accordance with its delegations as there are unresolved matters raised in submissions received from the public.

SUMMARY OF RECOMMENDATION

It is recommended that the DA be approved subject to the draft Development Consent Conditions provided at the end of this report.

BACKGROUND

This DA was lodged with Council on 29 June 2011. The application was publicly notified between 1 July 2011 and 15 July 2011.

Council received an objection to the development application. As a result, information was requested from the applicant in relation to issues raised within the objection, namely overshadowing and privacy.

This additional information was provided and as a result, the application was renotified from 1 August 2011 to 15 August 2011.

During the second notification, Council received a second submission. Consequently, it was considered the objection remained outstanding and therefore the application needed to be reported to Council.

The application has been assessed on its merits in accordance with Section 79 C of the Environmental planning and Assessment Act, 1979 and is now able to be referred to Council for determination.

THE SITE

The site is known as No 6 (Lot 4162 DP 1155498) Logonia Drive, Mount Annan. The site and area is part of the newly released Mount Annan south residential area.

The site is also encumbered by an easement to drain water 1.5m wide at the rear of the allotment. The fall of the land is from the front northern corner to the rear southern

corner of the site. **A location map is provided at the end of this report (Attachment 1).**

THE PROPOSAL

Development consent is sought to construct a two storey dwelling house. The house is proposed to be constructed as a composite brick veneer, fibre cement and lightweight horizontal wall cladding dwelling with a concrete tiled roof, on a concrete ground floor slab. **A copy of the proposed plans is provided at the end of this report (Attachment 2).**

NOTIFICATION

Surrounding neighbours were notified of the application between 1 July 2011 and 15 July 2011. Amended plans were received and were renotified between 1 August 2011 and 15 August 2011.

One (1) submission was received objecting to the proposal during both notification periods.

The submissions are assessed in the “Any submissions” section of this report. **Copies of the submissions are provided with the Business Paper supporting documents.**

PLANNING CONTROLS

The following plans and policies have been considered in the assessment of this application:

- Camden LEP 2010
- Camden DCP 2011

ASSESSMENT

The application has been assessed in accordance with Section 79C of the *Environmental Planning and Assessment Act, 1979* (the Act). The following comments are made with respect to the critical aspects of the application.

(a) (i) the provisions of any environmental planning instrument

Camden LEP 2010

The land is zoned R2 – Low Density Residential. The proposed development does not contravene any of the objectives of the zone and is a permissible use.

The following relevant development standards or clauses in Camden LEP 2010 are considered to apply to the intended development.

Clause 4.3 – Height of buildings

The proposed two storey dwelling house complies with this clause in the LEP that limits the height of buildings (including dwelling houses) to a height of no greater than 9.5 metres. The proposed dwelling house has an overall maximum height from natural ground level to ridge level of approximately 8.5m and complies with this clause.

There are no other relevant development standards or clauses applying to the site.

(a) (ii) the provisions of any draft environmental planning instrument

There is no relevant draft environmental planning instrument applying to the land.

(a) (iii) the provisions of any development control plan

Camden DCP 2011

The following provisions of Camden Development Control Plan 2011 apply to the DA:

Part B – General Land Use Controls

The proposed two storey dwelling is considered to comply with all the relevant requirements of Part B as relating to general land use controls. Issues such as cut and fill, salinity management, Mines Subsidence Board approval, access and parking are all satisfied by the development proposal and comply with the DCP.

Part D2 – Residential Development

D2.1.1 – Setbacks

- All of the proposed setbacks comply with the DCP controls.

D2.1.2 – Zero Lot Line Development

- Zero lot line development is not proposed within the development.

D2.1.3 – Height, Massing and Siting

- The height of the dwelling house complies with the controls in the DCP. The dwelling house is a two storey house of less than 9.5m in height, as permitted by DCP 2011.
- The stepped design in the ground floor slab (three levels) is considered appropriate for a slightly steeper site.

D2.1.4 – Visual and Acoustic Privacy

- Visual and acoustic privacy measures are considered to comply with the DCP. Direct overlooking of neighbouring yard areas is minimised through window placement.
- The balcony on the first floor overlooks the street elevation only.
- The rear first floor Upper Lounge window is a highlight window and prevents direct overlooking of neighbouring yards.

D2.1.5 – Private Open Space, Site Cover and Landscaped Area

- The dwelling house complies with all controls in this section of the DCP.
- Mid-winter sunlight is also not restricted by more than 50% to neighbouring dwelling principal private open space areas.

D2.1.6 – Garages, Site Access and Parking

- The dwelling house complies with all controls in this section of the DCP.
- Driveway gradients and vehicular access are satisfactory.

D2.1.7 – Streetscape and Architectural Design

- The form, scale and siting of the proposed dwelling house is considered to be appropriate for the character of the area.

- The primary façade of the dwelling house incorporates design features such as an entry portico and a balcony to the first floor, as encouraged by the DCP.
- Eaves are also proposed with the dwelling house.

The proposed two storey dwelling is considered to comply with all the relevant requirements of Part D2 of Camden DCP 2011.

(a) (iii) the provisions of any planning agreements

There are no planning agreements relating to this proposal.

(a) (iv) the provisions of the regulations

The Regulations do not specify any matters that are applicable to this development.

(b) the likely impacts of the development

Section 79C of the Act requires Council to overall consider the likely impact of a development, including environmental impacts on both the natural and built environments, and the social and economic impacts in the locality.

These impacts are considered to be satisfactory, as the proposed dwelling house development involves a development which was intended as part of the original subdivision of the site.

The development will have minimal environmental impacts on both the natural and built environments, and the social impacts of a proposed dwelling house are impacts of a positive and acceptable nature.

(c) the suitability of the site for the development

The site is considered to be suitable for the development. There are no characteristics of the site that restrict the intended development.

(d) any submissions received

The development application was publicly notified in accordance with the provisions of Part A2 of Camden DCP 2011.

One submission was received each of the two times this application was publicly notified. The issues raised in the submissions are as follows:

1. Shadow affecting solar panels

Officer comment:

An assessment of shadow lengths for the development revealed errors in the originally prepared shadow diagrams. Accordingly, Council requested amended shadow diagrams to be prepared that correctly referenced slope, orientation and mid winter lengths. Amended plans were received and these plans were re-notified to all adjoining neighbours.

The potential impact of a proposed building on existing or proposed solar panel collectors is not a consideration under Camden DCP 2011 that Council is required to make when determining a dwelling house application.

The proposed dwelling house is not considered to significantly overshadow the roof area of the objector's own dwelling house, particularly given the location of the solar panels.

2. Privacy impact from proposed first floor window

Officer comment:

The original submission had concerns that the proposed window on the external wall of the upper lounge room would impact on privacy.

Council, as part of its mediation, obtained an amendment to this window design with a highlight window being proposed. This matter was included in the renotification to all adjoining land owners.

The highlight window is considered to satisfactorily reduce privacy impacts on all adjoining owners and is compliant with the requirements of Camden DCP 2011.

3. Internet / Mobile signal impacts

Officer comment:

The potential impact of a proposed building on internet or mobile telephone signal reception (or impediment to reception) from the various telecommunication providers within an adjoining existing dwelling is not a consideration that Council is required to make when determining a DA.

In any event, electronic reception to and within a building is generally not affected by building construction.

4. No two storey homes are located in the area and impact on streetscape and property values

Officer comment:

It is correct to state that the neighbouring homes currently built or being built on allotments that adjoin the subject property are single storey. However a number of two storey homes in the immediate locality of the allotment are approved or are being built as part of the Garden Gates area.

There is no restriction in the 88B instrument applying to the land that limits the height of buildings on this allotment to single storey. Camden LEP 2010 and Camden DCP 2011 permit compliant two storey dwellings within this area. The proposed dwelling complies with these development standards and controls within these planning documents.

The impact of a two storey dwelling upon streetscape is considered to be minimal as two storey homes are present in Logonia Crescent and in the immediate locality area, and are a common choice for land owners when building a new dwelling house.

It is considered very unlikely that this development would disfigure the aesthetics of the streetscape. In any event, property values are not a consideration under s79C of the Act.

5. Compensation from Council for loss and damages

Officer comment:

During Council's mediation process when dealing with the concerns, a subsequent objection to the proposal was received that generally re-iterated the issues raised in the first objection letter, but additionally requested compensation for the perceived loss and damages as a result of the intended development (if this occurs).

In New South Wales, Councils generally seek to obtain appropriate development outcomes through the provisions of the Act, which allows a Council to develop criteria and standards for development. Camden Council has undertaken this extensive process through the gazettal of Camden LEP 2010 and the adoption of Camden DCP 2011. Both these planning documents detail Council's position in relation to how development will proceed in the LGA. Both documents have been extensively advertised and consequently also received significant public input.

The proposed two storey dwelling complies with these planning documents.

Council is not required to guarantee nor address potential compensation for land owners when approving development.

(e) the public interest

The development proposal has caused some public interest, with one objection being received during each of two public notification processes.

The assessment of the application has shown that the development is compliant with Council's planning restrictions, including controls in the relevant environmental planning instruments and the development control plan.

Overall, this development is considered to be within the public interest as it adds to the compliant dwelling building stock in the Camden LGA.

CONCLUSION

Council has received a DA for the construction of a two storey dwelling house at 6 Logonia Crescent, Mount Annan. The application has been publicly notified and the submissions received have been considered in this report.

The application has also been assessed in accordance with the provisions of Section 79C of the Act. It is considered that the proposed two storey dwelling is an acceptable development of the site.

This development application is therefore able to be recommended to Council for approval, subject to the draft development consent conditions shown below.

DRAFT CONDITIONS OF CONSENT

1.0 - General Requirements

The following conditions of consent are general conditions applying to the development.

- (1) **Development in Accordance with Plans** – The development is to be in accordance with plans and documents listed below, except as otherwise provided by the conditions of this consent:

Plan / Development No.	Description	Prepared by	Dated
------------------------	-------------	-------------	-------

MW2145-10, Sheets 1 of 12 to 12 of 12	Architectural plans	Marretta Design	Issue B-1 dated 25 July 2011
Statement of environmental effects, BASIX Certificate and other information.			

ORD004

- (2) **Building Code of Australia** - All works must be carried out in accordance with the requirements of the *Building Code of Australia*.
- (3) **Driveway Crossing and Hydrant** – Prior to any works commencing on the site, approval from Sydney Water shall be obtained for the location of the driveway cross-over as it is being constructed over a hydrant.

All requirements of Sydney Water in relation to constructing the driveway over this hydrant shall be complied with. Where access over the hydrant is not permitted, the hydrant shall be either relocated or alternative driveway access arrangements shall be obtained (amended house design).

2.0 - Construction Certificate Requirements

The following conditions of consent shall be complied with prior to the issue of a Construction Certificate.

- (1) **Salinity** - Council's Salinity Management Policy is to be implemented in this development. Details of compliance shall be forwarded to the certifying authority for approval with the Construction Certificate application.
- (2) **Finished Floor Levels** – Subject to the provisions of Restriction No. 6 under the 88b Instrument applying to the land, for the purpose of protection against overland flows, no building shall be erected or be permitted to remain on the land hereby burdened where the floor level of any habitable room of that building is less than 0.3 metres above the finished ground level of the land adjacent to the floor.

Prior to the issue of a Construction Certificate, plans reflecting this requirement shall be provided. Consideration must also be made in relation to the provision of surface water drainage from all excavated (cut) areas on the site and to ensure that ground levels and retaining walls do not alter or block natural surface water flows.

3.0 - Prior To Works Commencing

The following conditions of consent shall be complied with prior to any works commencing on the development site.

- (1) **Sydney Water Approval** – Prior to works commencing, the approved development plans must also be approved by Sydney Water.
- (2) **Erection of Signs** – Shall be undertaken in accordance with Clause 98A of the *Environmental Planning and Assessment Regulation 2000*.
- (3) **Toilet Facilities** - Toilet facilities must be available or provided at the work site before works begin and must be maintained until the works are completed at a ratio of one toilet plus one toilet for every 20 persons employed at the site.

Each toilet must:

- (a) be a standard flushing toilet connected to a public sewer, or
 - (b) have an on-site effluent disposal system approved under the *Local Government Act 1993*, or
 - (c) be a temporary chemical closet approved under the *Local Government Act 1993*.
- (4) **Notice of Commencement of Work and Appointment of Principal Certifying Authority** – Notice in the manner required by Section 81A of the *Environmental Planning and Assessment Act 1979* and clauses 103 and 104 of the *Environmental Planning and Assessment Regulation 2000* shall be lodged with Camden Council at least two (2) days prior to commencing works. The notice shall include details relating to any Construction Certificate issued by a certifying authority, the appointed Principal Certifying Authority (PCA), and the nominated 'principal contractor' for the building or subdivision works.
- (5) **Construction Certificate Before Work Commences** - This development consent does not allow site works, building or demolition works to commence, nor does it imply that the plans approved as part of the development consent comply with the specific requirements of *Building Code of Australia*. Works must only take place after a Construction Certificate has been issued, and a Principal Certifying Authority (PCA) has been appointed.
- (6) **Soil Erosion and Sediment Control** - Soil erosion and sediment controls must be implemented prior to works commencing on the site.

Soil erosion and sediment control measures must be maintained during construction works and must only be removed upon completion of the project when all landscaping and disturbed surfaces have been stabilised (for example, with site turfing, paving or re-vegetation).

Where a soil erosion and sediment control plan (or details on a specific plan) has been approved with the development consent, these measures must be implemented in accordance with the approved plans. In situations where no plans or details have been approved with the development consent, site soil erosion and sediment controls must still be implemented where there is a risk of pollution occurring.

Provide a stabilised entry/exit point. The access should be a minimum of 2.5m wide and extend from the kerb to the building line. The access should consist of aggregate at 30-40mm in size.

Vehicle access is to be controlled so as to prevent tracking of sediment onto adjoining roadways, particularly during wet weather or when the site has been affected by wet weather.

4.0 - During Construction

The following conditions of consent shall be complied with during the construction phase of the development.

- (1) **Fill Quality** – Any fill material brought in for the construction of the dwelling must only contain uncontaminated soil, clay, shale or rock. No effluent, garbage or trade waste including building or demolition waste must be included in the fill. The extent and depth of filling must only occur in accordance with the approved plans and any other conditions of the development consent. Evidence

of the certification of the fill as uncontaminated shall be provided to the Principal Certifying Authority.

- (2) **Works by Owner** - Where a portion of the building works do not form part of a building contract with the principal contractor (builder) and are required to be completed by the owner, such works must be scheduled by the owner so that all works coincide with the completion of the main building being erected by the principal contractor.
- (3) **Survey Report (Peg Out)** - The building must be set out by a registered land surveyor. A survey report detailing the siting of the building in relation to the allotment boundaries shall be submitted to the Principal Certifying Authority (PCA) prior to the placement of any concrete.
- (4) **Building Platform** - This approval restricts excavation or fill for the purposes of creating a building platform. The building platform shall not exceed 2 metres from the external walls of the building. Where the external walls are within 2m of any property boundary, no parallel fill is permitted and a deepened edge beam to natural ground level must be used.
- (5) **Retaining Walls** - If the soil conditions require it:
 - (a) Retaining walls associated with the erection or demolition of a building or other approved methods of preventing movement of the soil must be provided, and
 - (b) Retaining walls must be constructed a minimum of 300mm from any property boundary to ensure all associated drainage and backfill remain wholly within the subject property.

The following restrictions apply to any retaining wall erected within the allotment boundaries:

- (a) where the height of an approved retaining wall exceeds 600mm above or below natural ground level, structural engineering details must be provided to the Principal Certifying Authority, prior to any works commencing on the site. Manufacturer's installation details may satisfy this requirement for treated timber products and some dry stacked masonry products;

Note: Where Council is nominated as the Principal Certifying Authority, construction of the retaining wall must be inspected at critical stages as nominated in the Mandatory Inspection Notice. Prior to issue of an Occupation Certificate, certification will also be required attesting that the wall has been built in accordance with the relevant standard.

- (b) adequate provisions must be made for surface and subsurface drainage of retaining walls and all water collected must be diverted to, and connected to a stormwater disposal system within the property boundaries;
- (c) retaining walls shall not be erected within drainage easements;
- (d) retaining walls shall not be erected in any other easement present on the land without the approval of the relevant authority benefited by the easement or entitled to release or vary the restrictions applying to the easement (electrical easement and the like), or if the erection of the

retaining wall makes the purpose of the easement inconvenient or redundant (such as, easements for support and maintenance).

- (6) **Hours of Work** – The hours for all construction and demolition work are restricted to between:
- (a) 7am and 6pm Monday to Friday (inclusive);
 - (b) 7am to 4pm Saturday (if construction noise is inaudible to adjoining residential properties), otherwise 8am to 4pm;
 - (c) work on Sunday and Public Holidays are prohibited.
- (7) **Site Management** – To safeguard the local amenity, reduce noise nuisance and to prevent environmental pollution during the construction period, the following practices are to be implemented:
- (a) The delivery of material shall only be carried out between the hours of 7am - 6pm Monday to Friday, and between 8am - 4pm on Saturdays.
 - (b) Stockpiles of topsoil, sand, aggregate, spoil or other material shall be kept clear of any drainage path, easement, natural watercourse, kerb or road surface and shall have measures in place to prevent the movement of such material off the site.
 - (c) Builder's operations such as brick cutting, washing tools, concreting and bricklaying shall be confined to the building allotment. All pollutants from these activities shall be contained on site and disposed of in an appropriate manner.
 - (d) Waste must not be burnt or buried on site, nor should wind blown rubbish be allowed to leave the site. All waste must be disposed of at an approved Waste Disposal Depot.
 - (e) A waste control container shall be located on the development site.
- (8) **Footpath Levels** - The ground levels of the footpath area within the road reserve (between the boundary of the subject site to the kerb and gutter) must not be altered (by cut or fill) as a consequence of building design and/or construction.
- (9) **Surface Drainage** – To prevent surface water from entering the building:
- (a) The floor level for slab on ground construction shall be a minimum of 150 mm above finished ground level for habitable rooms;
 - (b) Seepage and surface water shall be collected and diverted clear of the building by a sub-surface/surface drainage system;
 - (c) The control of surface water drainage shall in all respects comply with the *Building Code of Australia (Class 1 and Class 10 Buildings)*;
 - (d) Where a rainwater tank is required on the site, all surface water drainage lines shall be connected to the outlet overflow drainage line from the rainwater tank.
- (10) **Shoring and Adequacy of Adjoining Property** - Shall be in accordance with Clause 98E of the *Environmental Planning and Assessment Regulation 2000*.
- (11) **Protection of Public Places** – If the work involved in the erection or demolition of a building:
- (a) is likely to cause pedestrian or vehicular traffic in a public place to be obstructed or rendered inconvenient, or
 - (b) building involves the enclosure of a public place, a hoarding or fence must be erected between the work site and the public place.

If necessary, an awning is to be erected, sufficient to prevent any substance from, or in connection with the work falling into the public place. The work site must be kept lit between sunset and sunrise if it is likely to be hazardous to persons in the public place. Any such hoarding, fence or awning is to be removed when the work has been completed.

- (12) **Drainage Easements** - No changes to site levels, or any form of construction shall occur within any drainage easements that may be located on the allotment.
- (13) **Roof Water to Drainage Easement** - The roof of the subject building(s) shall be provided with guttering and down pipes and all drainage lines, including stormwater drainage lines from other areas and overflows from rainwater tanks, conveyed to the drainage easement.

Connection to the drainage easement shall only occur at the designated connection point for the subject allotment. New connections that require the rectification of an easement pipe shall only occur with the prior approval of Camden Council.

All roof water must be connected to the approved roof water disposal system immediately after the roofing material has been fixed to the framing members. *The Principal Certifying Authority (PCA)* must not permit construction works beyond the frame inspection stage until this work has been carried out.

- (14) **Obscured Glazing** - All windows from bathrooms and water closets (except for street elevation windows) must be fitted with translucent or obscure glazing for the purposes of providing adequate privacy between adjoining residents.
- (15) **BASIX Certificate** – Under clause 97A of the *Environmental Planning & Assessment Regulation 2000*, it is a condition of this development consent that all the commitments listed in each relevant BASIX Certificate for the development are fulfilled.

In this condition:

- (a) relevant BASIX Certificate means:
- (i) a BASIX Certificate that was applicable to the development when this development consent was granted (or, if the development consent is modified under Section 96 of the Act, a BASIX Certificate that is applicable to the development when this development consent is modified); or
 - (ii) if a replacement BASIX Certificate accompanies any subsequent application for a Construction Certificate, the replacement BASIX Certificate; and
- (b) BASIX Certificate has the meaning given to that term in the *Environmental Planning & Assessment Regulation 2000*.
- (16) **Survey Report (Completion)** - A survey report prepared by a registered land surveyor shall be provided upon completion of the building. The survey report shall be submitted to the Principal Certifying Authority (PCA) upon completion of the building and prior to the issue of an Occupation Certificate.

5.0 - Prior To Issue Of Occupation Certificate

The following conditions of consent shall be complied with prior to the issue of an Occupation Certificate.

- (1) **Footpath Crossing Construction** – Prior to use or occupation of the development, a footpath crossing must be constructed in accordance with the Development Consent, approved plans and Camden Council's issued footpath crossing information.
- (2) **Driveways and street trees** – Driveways shall be located to ensure that where possible, all street trees are retained. Any required removal of street trees shall only occur with the prior approval of Camden Council. Street trees required to be removed shall be replaced with the same street tree species prior to the issue of a Final Occupation Certificate for the development at no cost to Council.
- (3) **Occupation Certificate** – An Occupation Certificate must be issued by the Principal Certifying Authority (PCA) prior to occupation or use of the development. In issuing an Occupation Certificate, the PCA must be satisfied that the requirements of Section 109H of the *Environmental Planning and Assessment Act 1979* have been satisfied.
 - The PCA must submit a copy of the Occupation Certificate to Camden Council (along with the prescribed lodgement fee) within two (2) days from the date of determination and include all relevant documents and certificates that are relied upon in issuing the certificate.
 - The use or occupation of the approved development must not commence until such time as all conditions of this development consent have been complied with.

END OF CONDITIONS

RECOMMENDED

That Council approve the proposed two storey dwelling at No 6 (Lot 4162 DP 1155498) Logonia Crescent, Mount Annan, subject to the draft development consent conditions provided in this report.

ATTACHMENTS

1. Location Plan
2. Proposed Plans and Shadow Diagrams
3. Submissions - *Supporting Document*



SITE LOCATION MAP

Lot 4162 DP 1155498
6 Logonia Cr Mount Annan



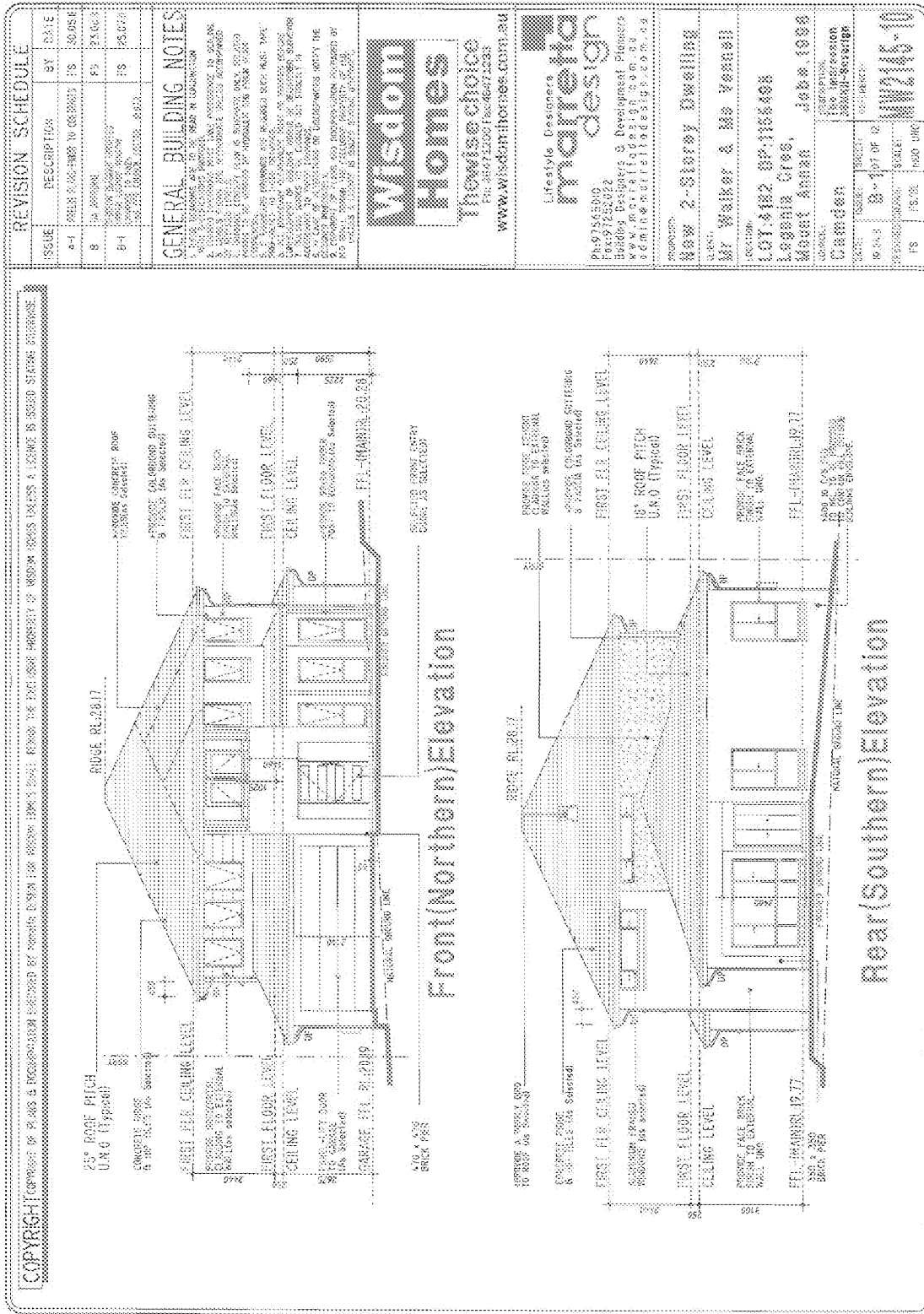
Subject Site



Scale 1:2000

ORD04

Attachment 1

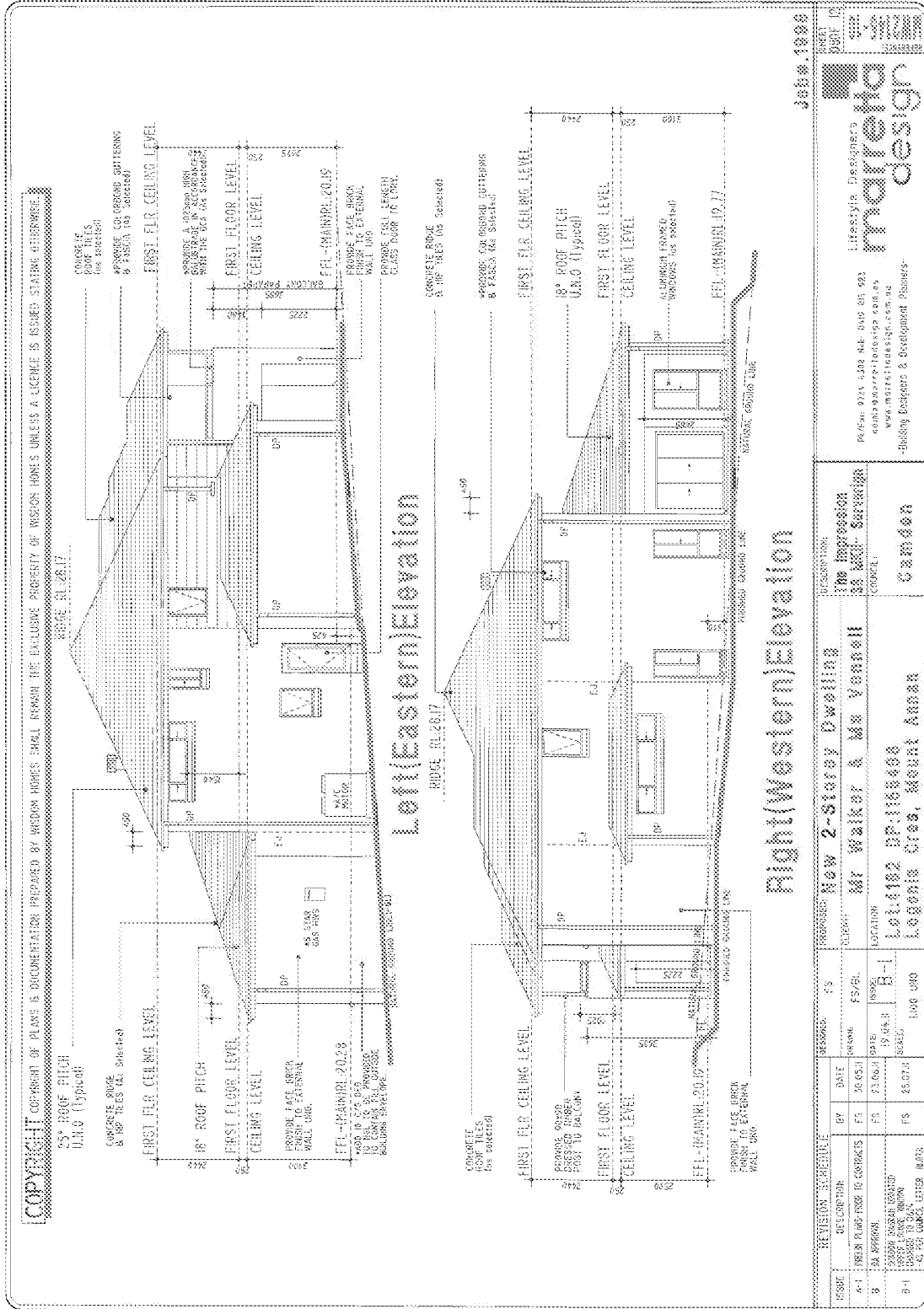


Attachment 2

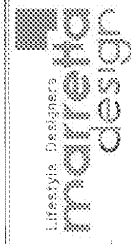
ORD04

Attachment 2

ORD04



Job No. 10999
SHEET 10
DATE 10/11/11



Lifestyle Designers
maretta design
Pe/Ar 914 342 844-845 815 921
central@marettadesign.com.au
www.marettadesign.com.au
-Building Designs & Development Planners-

REVISION	DESCRIPTION	BY	DATE
A-1	ISSUE RAMP FROM TO CONTRACTS	FS	30.05.11
B	30A APPROVAL	FS	23.06.11
B-1	30A01 APPROVAL SHEET	FS	25.07.11

PROPOSED	CLIENT	ADDRESS	CS	FS/S/L	ISSUE	DATE	LOCATION
New 2-Story Dwelling	Mr Walker & Ms Vennell	Lot 6182 DP-3168488	B-1	1100 URB	1100 URB	1100 URB	Lot 6182 DP-3168488

DESCRIPTION	THESESSOR	DATE
The Proprietor	Mr Walker & Ms Vennell	30 May 2011
CONTRACT	Camden	

REVISION	DESCRIPTION	BY	DATE
A-1	ISSUE RAMP FROM TO CONTRACTS	FS	30.05.11
B	30A APPROVAL	FS	23.06.11
B-1	30A01 APPROVAL SHEET	FS	25.07.11



ORDINARY COUNCIL

ORD05

ORD05

SUBJECT: MACARTHUR BMX CLUB REQUEST FOR WAIVING OF DA FEES
FROM: Director Development & Health
BINDER: Development Applications 2011 - DA 982/2011

PURPOSE OF REPORT

The purpose of this report is to seek Council's determination of a request from Macarthur BMX Club (the Club) for the waiving of Development Application and associated fees for the construction of two shade structures at Kirkham Park in Elderslie.

BACKGROUND

The Club has secured a NSW State Government grant to erect two shade structures at Kirkham Park in Elderslie.

The request proposes the waiving of the Development Application and associated fees required by Council in the construction of the two shade structures.

The Development Application in question (DA 982/2011) was lodged on 31 August 2011. The applicant is the Macarthur BMX Club Incorporated and the owner is Camden Council.

MAIN REPORT

Council received the application for the waiving of Development Application fees from the Club on 8 August 2011. It is estimated that the Council fees for the two shade structures, based on an estimated project value of \$15,000, is broken up as follows:

Fee	Purpose	Amount
Development Application fee	The assessment of the Development Application by Council	\$215
Construction Certificate fee	The assessment of the Construction Certificate application by Council	\$401.50
Occupation Certificate including 1 inspection fee	The assessment of the Occupation Certificate application and the carrying out of 1 inspection by Council	\$255
Archiving fee	The physical and electronic storage of the applications by Council	\$27
		Total = \$898.50

At the Council meeting of 13 June 2006, Council considered an investigation into fee waiving for community based development. Council resolved to reaffirm that all fees

associated with the assessment of development applications are payable by the applicant.

The Club provides local youth of Macarthur a recreational facility that encourages children of all ages to engage in, and be introduced to, BMX riding.

Since the opening of its track, the Club membership has increased to around 100 riders and these riders have achieved excellent results at zone, open and national race meetings throughout the years.

CONCLUSION

A request has been received by Council from the Club seeking that the DA fees for their development for two shade structures at Kirkham Park in Elderslie be waived.

The fee payable for the assessment of the application is \$898.50.

The request is now able to be referred to Council for its consideration.

RECOMMENDED

A matter for Council, and that the applicant be advised of Council's decision.

ORDINARY COUNCIL

ORD06

ORD06

SUBJECT: VOLUNTARY PLANNING AGREEMENT OFFER BY GREENFIELDS DEVELOPMENT COMPANY AND LANDCOM FOR LAND OWNED BY LEPPINGTON PASTORAL COMPANY IN ORAN PARK

FROM: Director Governance

BINDER: Planning Agreements - Oran Park - Landcom/GDC

PURPOSE OF REPORT

The purpose of this report is to provide feedback to Council from the public exhibition of the Draft Voluntary Planning Agreement (VPA) offered by Greenfields Development Company (GDC) and Landcom in relation to their development in the Oran Park precinct and to seek a Council resolution to enter into the Agreement. The Draft VPA (with post-exhibition amendments) is included as **Attachment 1 to this report**.

BACKGROUND

At its meeting on 14 June 2011, Council resolved to exhibit the Draft VPA offered by GDC and Landcom for their Oran Park development. The draft VPA is an offer from the developers to deliver all of the infrastructure, services and facilities related to their development generally in accordance with the adopted Section 94 Plan. The total package includes:

- Total value of the VPA package including works, land and monetary payments is over \$142 million; made up of \$122 million in works and land dedications and \$20 million in monetary contributions;
- Embellishment and dedication of approximately 49ha of land for public purposes including open space, recreation and community facilities;
- Construction of a package of community and recreation facilities with a value in excess of \$61 million, including a library, leisure centre, community centre, youth recreation centre, local parks and playing fields;
- Construction and dedication of new roads and transport management facilities;
- Provision of all 'Water Cycle Management' infrastructure and land required by the development;
- Embellishment and dedication to Council free of cost of approximately 36ha of riparian corridor land; and
- Provision of some facilities over and above what Council has intended to provide via development contributions, including four (4) additional children's playgrounds/spaces and a playing field (known as Wayne Gardner Reserve). The VPA covers the scope and type of facilities to be delivered by the developers and handed over to Council. The management and operation of the facilities may be subject to separate Plans of Management, or other agreements that will be reported to Council as they are developed.

MAIN REPORT

The Draft VPA was publicly exhibited for a four week period from 29 June to 27 July, 2011 at the Narellan Customer Service Centre and Library, the Camden Customer Service Centre and Library, and Council's website.

The public exhibition was advertised in The Camden Advertiser on Wednesday, 29 June and Wednesday, 20 July as part of Council's corporate advertisement.

Exhibition material consisted of:

- the Draft VPA;
- Explanatory Note provided as **Attachment 2 to this report**; and
- the Council report and resolution from its meeting on 14 June 2011.

Submissions Received

During the public exhibition period two submissions were received in support of the Agreement. These submissions were received from Landcom and GDC and are provided as **Attachment 3 to this report**

Minor Amendments Required

The submission from GDC has requested some minor amendments to the VPA. In addition, Council and the proponents have reviewed the VPA and identified some further minor amendments that are required. Following is a summary of the amendments, which have been included in the revised version of the VPA provided in **Attachment 1 to this report**.

1. Definition of "land" to be amended to exclude the "church land", as the Anglican Church will be making Section 94 Contributions and are therefore excluded from the VPA.
2. Definition of "Charge Land"
3. Amend Clause 9.3 to provide for dedication of land within 28 days of works being completed, rather than 7 days, which may not be sufficient time to transfer the land.
4. Add new Clauses 9.5 and 9.6 to provide that the developer must give evidence that land to be given to Council is free from any debts, such as land tax.
5. Insert a new Clause 10 to set out the specific procedure for the embellishment and dedication of riparian corridor land.
6. Amend Clause 11.2 to allow the Project Control Group representatives to be replaced from time to time (given the length of time the agreement is to operate).
7. Insert a new Clause 11.3.2 to provide that the Project Control Group will determine the matters to be addressed in 'Project Quality Plans' prepared for major facilities, and insert a new Clause 11.13 to provide that the 'Project Quality Plan' must be prepared prior to commencing construction of the works.
8. Amend Clauses 13.5, 13.11 and 14.7 to require Council to provide written advice when it gives approval to concept and detailed designs for facilities to be provided by the developer and to provide that the Project Control Group will

- agree on the timeframe for a Council response to a concept plan for a major facility.
9. Insert new Clauses 13.9 and 14.5 to make it clear that the developer must provide detailed design plans for Council's consideration that have documentation similar to what would be required for a Development Application.
 10. Amend Clause 16 to provide that a major facility must be constructed in accordance with a 'Project Quality Plan' and that other facilities must be constructed in accordance with an appropriate quality monitoring system.
 11. Amend Clause 21 to clarify that works are considered to be complete when Council gives a notice that they are complete, and that Council will only accept responsibility for the works when they are complete and the land they are located on has been dedicated to Council.
 12. Amend Clause 22 to allow Council to be able to issue more than one rectification notice during the defects liability period, and to make appropriate reference to the dispute resolution process.
 13. Amend Clause 24 to provide that upon completion of works the developer is to also provide to Council any warranties associated with any products used in the construction of the work and copies of all documentation associated with quality monitoring during construction for major and other facilities.
 14. Amend Clauses 31 to 35 in relation to the 'charge land' to replace references to 'GDC2' with references to 'the landowner', as it is Leppington Pastoral Company that owns the land and will be responsible for all things related to the charge over land that forms part of the security for the VPA.
 15. Deletion of a clause related to 'Special Priority' that attempted to define the prospective liability of the charge, but which appeared to generate potential stamp duty implications. On legal advice, the clause has been deleted and instead provisions made to ensure that the landowner cannot create any other charges or interests over the subject land without Council's consent.
 16. In Schedule 1 – Plan Package, replace the plan for Stage L with a new version which shows the off-road bike path terminating more clearly where it joins the on-road bike path.
 17. Insert information labelled 'Schedule 3 – Development Contributions – Part B Details of Development Contributions' to provide a list of works and land dedications required for each stage. This is not new information, but is a restructuring of information already included in the VPA to make it easier for Council staff to assess the requirements for each development stage and facilitate efficient release of Subdivision Certificates.
 18. Amend Item 34 – Water Cycle Management in Schedule 3 to clarify that water cycle management works must be constructed in accordance with an adopted Water Cycle Management Strategy.

The proposed amendments to the VPA are minor in nature. They do not affect the objectives, intent or scope of works provided for in the VPA. Council's solicitor has advised that given the minor nature of the changes, Council could make these changes without the need to re-exhibit the VPA.

Provision of Security

The Draft VPA requires the developer to provide security for the works and land dedications promised via the Agreement. The *Environmental Planning and Assessment Act* requires that a VPA contain a suitable means of enforcement, such as the provision of a bond or guarantee, in the event of a breach of the agreement.

This principle has recently been tested in the Land and Environment Court, which found that this section of the Act *“requires an additional, independent and enforceable assurance that the developer’s promises under the agreement will be honoured”*.

The VPA sets up a structure for the security arrangements so that it will diminish over time as works are completed. At the start of the project, the security will be the minimum amount of either the value of the largest single contribution item to be delivered (which initially is the Leisure Centre with a contribution value of \$21 million) or 10% of the total sum of outstanding contributions.

At the outset, GDC/Landcom will provide a TCorp guarantee of \$3.2 million and a charge over land in favour of Council for Lot C in Deposited Plan 391340, which has a value of \$28.6 million (confirmed by Council’s Valuer). The provision of the charge over land must be provided prior to the execution of the VPA.

Council does not require any financial security for the land dedications, as the VPA contains provisions for Council to be able to acquire the land for \$1 if the developer fails to dedicate the land at the time specified. The Land and Environment Court has held that this is reasonable.

In most cases, the works and land dedications are linked to the release of lots. If the developer fails to deliver works when required, Council can withhold the release of Subdivision Certificates. This means that dwellings cannot be constructed and occupied, and as a result there is no demand generated for the facility.

The value of the security provided by the developer is well in excess of the actual financial security that Council will require at any given time. It is therefore considered that the security provisions in the draft VPA are acceptable as they provide suitable means of enforcement for the works and land dedications obligations contained in the VPA.

CONCLUSION

GDC and Landcom have made an offer to enter into Voluntary Planning Agreement for their development in the Oran Park precinct. The development is expected to take 20 years and encompasses over 382 hectares of development land, resulting in over 5,500 new homes and a major retail centre. The offer includes a package of works and land dedications with a value in excess of \$122 million, with additional monetary contributions in excess of \$20 million.

In addition, GDC is offering to dedicate 36 hectares of riparian corridor land to Council free of cost, with an estimated value of \$15 million. This is land that Council identified through the planning process as being desirable to be in public ownership in order to deliver good environmental outcomes and enable the corridor to provide benefits to the whole community. The State Government's decision to restrict the use of development levies resulted in a loss of funding source for the acquisition of this land, and as a result, Council is not able to purchase the land. The offer from GDC to provide this land free of cost to Council is therefore seen as an opportunity for Council to secure a significant community benefit at no capital cost.

The VPA package is generally consistent with Council's adopted Section 94 Plan for the precinct and will ensure timely delivery of essential public infrastructure, including important community facilities such as a library, leisure centre and community centre. The package of works offered by the developers is over and above what Council could require as monetary contributions, which are currently capped by the State Government at \$30,000 per lot.

By offering to deliver the package of works required for the new population of Oran Park, the developers are demonstrating their shared commitment to the vision for the Oran Park precinct to establish itself as a high quality urban environment founded on the principles of community pride, well-being, healthy living and educational excellence.

The Draft VPA is a result of positive negotiations between all parties and is founded in a strong commitment to work in partnership to create quality communities. The VPA is a mechanism for providing certainty regarding the facilities and infrastructure to be provided to the new residents of Oran Park, ensuring the provision is both timely and of a high quality.

RECOMMENDED

That Council:

- i. adopt the Voluntary Planning Agreement for Oran Park, including the minor amendments outlined in this report; and**
- ii. authorise the General Manager and Mayor to sign the Voluntary Planning Agreement (as amended) and affix the Common Seal of Council, subject to the developer providing the charge over land for Lot C in Deposited Plan 391340 and evidence that there are no outstanding debts related to this land.**

ATTACHMENTS

1. Voluntary Planning Agreement
2. Explanatory Note
3. Submissions Received

ORD06

Attachment 1

Oran Park Urban Release Area
Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Camden Council

Greenfields Development Company Pty Limited

Greenfields Development Company No. 2 Pty
Limited

Leppington Pastoral Company Pty Limited

Landcom

Date:

Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
 Landcom

ORD06

Oran Park Urban Release Area Planning Agreement

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Attachment 1

ORD06

Attachment 1

Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
 Landcom

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Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
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Attachment 1

ORD06

Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
 Landcom

Oran Park Urban Release Area Planning Agreement

Summary Sheet

Attachment 1

Council:

Name: Camden Council
 Address: 37 John Street, CAMDEN NSW 2570
 Telephone: (02) 4654 7777
 Facsimile: (02) 4654 7829
 Email: mail@camden.nsw.gov.au
 Representative: Mr Greg Wright – General Manager

Developers:

Name: Greenfields Development Company Pty Limited
 Address: PO Box 865, NARELLAN NSW 2567
 Telephone: (02) 9043 7575
 Facsimile: (02) 9043 7555
 Email: ralph.bruce@greenfields.net.au
 Representative: Mr Ralph Bruce

Name: Greenfields Development Company No. 2 Pty Limited
 Address: PO Box 865, NARELLAN NSW 2567
 Telephone: (02) 9043 7575
 Facsimile: (02) 9043 7555
 Email: ralph.bruce@greenfields.net.au
 Representative: Mr Ralph Bruce

Name: Landcom
 Address: PO Box 237, PARRAMATTA NSW 2124
 Telephone: (02) 9841 8616

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Facsimile: (02) 9841 8688
Email: mick.owens@landcom.nsw.gov.au
Representative: Mr Mick Owens

Landowner:

Name: Leppington Pastoral Company Pty Limited
Address: 1675 The Northern Road, BRINGELLY NSW 2556
Telephone: (02) 4773 4291
Facsimile: (02) 4773 4104
Email: david.crothers@lpcmilk.com
Representative: Mr David Crothers

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Schedule 3.

Application of s94, s94A and s94EF of the Act:

See clause 5.

Security:

See clauses 12.1.2, 27, 31 and 40.

ORD06

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Registration:

Yes. See clause 40.

Restriction on dealings:

See clause 42.

Dispute Resolution:

Expert determination and mediation. See clauses 38 and 39.

Attachment 1

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Oran Park Urban Release Area Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 37 John Street, Camden, New South Wales
(Council)

and

Greenfields Development Company Pty Limited ABN 57 125 285 583
of 1675 The Northern Road, Bringelly, New South Wales, 2556 (GDC 1)

and

Greenfields Development Company No. 2 Pty Limited ABN 31 133
939 965 of 1675 The Northern Road, Bringelly, New South Wales, 2556 (GDC 2)

and

Leppington Pastoral Company Pty Limited ABN 83 000 420 404 of
1675 The Northern Road, Bringelly, New South Wales, 2556 (Landowner)

and

Landcom ABN 79 268 260 688 of 330 Church Street, Parramatta, New South Wales,
2150 (Landcom)

Background

- A The Landowner is the owner of the Land.
- B GDC 1 and GDC 2 propose to carry out the Development.
- C Landcom may elect to undertake part of the Development to be carried out by GDC 1.
- D The Developers propose to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.

ORD06

Oran Park Urban Release Area Planning Agreement
 Camden Council
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 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
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Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

1.1 In this Agreement the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Agreement means this Agreement and includes any schedules, annexures and appendices to this Agreement.

Anglicare Land means Lot 16 in Deposited Plan 1153031 as shown coloured blue and hatched on the Plan.

Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited,
 - (ii) Commonwealth Bank of Australia,
 - (iii) Macquarie Bank,
 - (iv) National Australia Bank Limited,
 - (v) St George Bank Limited,
 - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Catchment Area means the Oran Park, Turner Road and Maryland Precincts of the South West Sydney Growth Corridor described in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 – South West Growth Centre Precinct Boundary Map* (Edition 2).

Charge means a fixed and specific charge over the Landowner's right, title and interest in the Charge Land.

Charge Land means Lot C in DP 391340, or such other land as is accepted as the Charge Land under clause 30.

Church Land means Lot 1601 in Deposited Plan 1153030 as shown coloured red and hatched on the Plan.

Contribution Item or Item means an item specified or described in Column 1 of Schedule 3.

Contribution Value means:

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- (a) the attributable cost of the Contribution Item noted in the CP; or
- (b) if no attributable cost of the Contribution Item is noted in the CP;
 - (i) the amount contained in Column 5 of Schedule 3, in respect of Contribution Items contained in Schedule 3 as at the date of this Agreement; or
 - (ii) the amount agreed between the Parties in respect of any Contribution Items not included in Schedule 3 at the date of this Agreement,

indexed in accordance with the CP.

CP means the *Oran Park and Turner Roads Precincts Section 94 Contributions Plan*.

Dedication Land means any part of the Land which is to be dedicated to the Council under this Agreement.

Defects Liability Period means the period commencing on the date on which a Work is taken to have been completed under this Agreement and ending 12 months after that date.

Deferred Work Security means the Security provided under clause 12.1.2 of this Agreement.

Developer means:

- (a) GDC 1 in respect of the carrying out of the Development on the GDC 1 Land, and the Contribution Items in respect of which GDC 1 is the Responsible Party;
- (b) GDC 2 in respect of the carrying out of the Development by GDC 2 on the GDC 2 Land and the Contribution Items in respect of which GDC 2 is the Responsible Party; and
- (c) GDC 1, in respect of the carrying out of any part of the Development which GDC 1 constructs on GDC 2 Land.

Development means the development specified or described in Schedule 2.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose.

Facilities means Contribution Items 3 to 9 (inclusive) and 12 to 17 (inclusive).

Final Lot means a lot which is not intended to be further subdivided (by any means including strata subdivision) for the purposes of the Development.

GDC 1 Land means that part of the Land marked as such on the Plan.

GDC 2 Land means that part of the Land marked as such on the Plan.

GST has the same meaning as in the GST Law.

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GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Indicative Staging Plan means the *Staging Plans* contained in the Plan Package as varied by agreement between all of the Parties from time to time.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991*.

Land means the land shown edged heavy black on the Plan, excluding the Anglicare Land, Church Land and School Land but including the Strip Land.

LG Act means the *Local Government Act 1993*.

LPMA means the Land and Property Management Authority.

Major Facilities means Contribution Items 1, 2, 10, and 11.

NDA in respect of a Stage means the area of the Stage, in hectares, which is proposed to be developed for residential purposes.

Oran Park Precinct means the Oran Park Precinct defined in the CP.

Party means a party to this agreement, including their successors and assigns.

Plan means the plan entitled *Land to which VPA Applies* in the Plan Package.

Plan Package means the package of plans contained in Schedule 1 entitled *Oran Park VPA Plan Package* and dated 23 May 2011.

Plan of Management means a plan of management within the meaning of s36 of the LG Act.

Project Control Group (PCG) means the body to be established and which is to have the roles and functions set out in clause 11 (amended from time to time with the agreement of the Parties).

Project Quality Plan means the plan referred to in clause 11.13 for a Major Facility.

Public Infrastructure means a Contribution Item comprising the carrying out of Work or dedication of land, or both.

Rectification Notice means a notice in writing that identifies a defect in a work and requires rectification of the defect within a specified period of time.

Registrar-General has the same meaning as in the *Real Property Act 1900*.

Registration Security means a Security provided under clause 41.3 of this Agreement.

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

Relevant Stage, means, in respect of a Contribution Item, the Stage identified for that Contribution Item in the table in the Indicative Staging Plan.

Responsible Party means the Party noted in Column 6 of Schedule 3 in respect of a Contribution Item.

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Riparian Corridor Land Policy means the Council's policy titled *Dedication of Riparian Corridors Policy 1.18* adopted on 8 December 2009 as amended from time to time, a copy of which is available from the Council.

Riparian Land means the land described in Item 29.

Riparian Works means the Work described in Item 17.

School Land means Lot 15 in Deposited Plan 1153031 as shown coloured yellow and hatched on the Plan.

Security means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council.

Stage means a stage of the Development, as shown generally on the Indicative Staging Plan.

Strip Land means part of Lot 16 in Deposited Plan 1153031 as shown coloured green and hatched on the Plan.

Town Centre means land located within the Oran Park Precinct and zoned 'B2 – Local Centre' by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

WIK Agreements means the following:

- (a) the agreement between Council, Landcom, GDC 1 and LPC dated 5 August 2010; and
- (b) the agreement between Council, Landcom and GDC 1 dated 12 March 2010.

Work means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer under this Agreement.

1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- 1.2.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing is to be done on the next business day.
- 1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- 1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

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- 1.2.7 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Agreement includes the agreement recorded in this Agreement.
- 1.2.14 A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns, but does not include the owner of a Final Lot.
- 1.2.15 Any schedules, appendices and attachments form part of this Agreement.
- 1.2.16 Notes appearing in this Agreement are operative provisions of this Agreement.

2 Application of this Agreement

- 2.1 This Agreement applies to the Land and to the Development.

3 Further agreements relating to this Agreement

- 3.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Agreement that are not inconsistent with this Agreement for the purpose of implementing this Agreement.

4 Surrender of right of appeal, etc.

- 4.1 The Developer is not to commence or maintain, or cause to be commenced or maintained, any proceedings in the Land and Environment Court involving an appeal against, or questioning the validity of, a Development Consent relating to the Development or an approval under s96 of the Act to modify a Development Consent relating to the Development to the extent that it relates

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to the existence of this Agreement or requires any aspect of this Agreement to be performed according to the terms of this Agreement.

5 Application of s94, s94A and s94EF of the Act to the Development

- 5.1 This Agreement excludes the application of s94 to the Development.
- 5.2 This Agreement excludes the application of s94A to the Development.
- 5.3 This Agreement does not exclude the application of s94EF to the Development.

6 Conditions of Consent

- 6.1 Nothing in this Agreement, other than clauses 5.1 and 5.2, limits or restricts the ability of Council to impose conditions on Development Consents pursuant to the Act, and no action which the Developer takes in compliance with any such conditions constitutes a breach of this Agreement.

Part 2 – Development Contributions

7 Provision of Development Contributions

- 7.1 The Developer is to make Development Contributions to the Council in accordance with this Agreement and otherwise to the satisfaction of the Council.
- 7.2 Schedule 3 has effect according to its terms.
- 7.3 Subject to clause 7.4, for the purposes of s94(5)(b) of the Act, the Council accepts the Development Contributions made by the Developer under the WIK Agreements in full satisfaction of the obligations imposed on the Developer under s94 of the Act by the following conditions of the following development consents:
 - 7.3.1 Condition 48 of the Development Consent granted to DA No. 981/2008 by the Council on 19 June 2009, as modified; and
 - 7.3.2 Condition 10A of the Development Consent granted to DA No. 436/2008 by the Council on 11 November 2008, as modified.
- 7.4 The Development Contributions made by the Developer under the WIK Agreements do not satisfy the Developer's obligation to pay the project management component of the contributions required by the conditions referred to in clauses 7.3.1 and 7.3.2
- 7.5 The Council is to apply each Development Contribution made by the Developer under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.

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- 7.6 Despite clause 7.5, the Council may apply a Development Contribution made under this Agreement towards a public purpose other than the public purpose specified in this Agreement if the Council considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.
- 7.7 The Parties agree that on and from the date of this Agreement:
- 7.7.1 all works required to be carried out under the WIK Agreements have been completed;
- 7.7.2 any land required to be dedicated to Council under the WIK Agreements which has not already been dedicated to Council is to be dedicated to Council free of cost, pursuant to this Agreement; and
- 7.7.3 the WIK Agreements will be terminated.
- 7.8 GDC 1 and GDC 2 warrants that they have the legal capacity to require the Landowner to transfer the land to be dedicated under this Agreement to the Council, in accordance with this Agreement.

8 Procedures relating to payment of monetary Development Contributions

- 8.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.
- 8.2 The Developer is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution.
- 8.3 The Anglicare Land, Church Land, School Land and Strip Land are to be ignored for the purpose of calculating any monetary Development Contribution payable under this Agreement.
- 8.4 Monetary Development Contributions are to be indexed in accordance with the methodology for indexing contributions under the CP between the date of this Agreement and the date of payment of the monetary Development Contributions.
- 8.5 For the purposes of clause 8.4:
- 8.5.1 the Contribution Values are based on the *Oran Park and Turner Road Precincts Section 94 Contributions Plan* and have been calculated based on the *Consumer Price Index (Sydney: All Groups)* published by the Australian Bureau of Statistics in December 2007;
- 8.5.2 the base rate to be used for the purposes of indexation is 159.5.

9 Procedures relating to the dedication of land

- 9.1 A Development Contribution comprising the dedication of land is made for the purposes of this Agreement when:

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- 9.1.1 a deposited plan is registered in the register of plans maintained by the Registrar-General, that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* or creates a public reserve or drainage reserve under the *Local Government Act 1993*, or
- 9.1.2 the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the land to the Council when registered.
- 9.2 For the purposes of clause 9.1.2:
- 9.2.1 the Landowner is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the land to be dedicated,
- 9.2.2 the Council is to execute the instrument of transfer and return it to the Developer within 7 days of receiving it from Landowner,
- 9.2.3 the Landowner is to lodge the instrument of transfer for registration at the LPMA within 7 days of receiving it from the Council duly executed, and
- 9.2.4 the Landowner is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 9.3 If this Agreement requires the Landowner to dedicate land to the Council on which the Developer is required to carry out a Work under this Agreement, the Landowner is to give to the Council the instrument of transfer of the land under clause 9.2.1 not later than 28 days or such later period as is agreed between the Parties after the Work is taken to have been completed in accordance with this Agreement.
- 9.4 The Developer is to notify the Landowner of any notices issued under clause 21 of this Agreement, so that the Landowner can determine when a Work is taken to have been completed in accordance with this Agreement.
- 9.5 Land that is dedicated to the Council in accordance with this Agreement is required to be free of all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land except as otherwise agreed between the Parties.
- 9.6 Immediately before dedicating land to the Council in accordance with this Agreement, the Developer is to provide the Council with evidence satisfactory to the Council that no land tax, charges or other debts is or are payable in connection with the land.

10 Procedure for embellishment and dedication of Riparian Land

- 10.1 Despite anything to the contrary in this Agreement the Developer has no obligation to carry out the Riparian Works, but may elect to do so.
- 10.2 Despite anything to the contrary in this Agreement, the Landowner is under no obligation to dedicate the Riparian Land unless and until:

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- 10.2.1 the Developer notifies the Council in writing that the Landowner wishes to dedicate the Riparian Land; and
- 10.2.2 the Riparian Works are completed within the meaning of this Agreement.
- 10.3 If the Riparian Works are completed within the meaning of this Agreement, the Council must accept the dedication of the Riparian Land.
- 10.4 If the Riparian Works are not completed:
 - 10.4.1 there is no breach of this Agreement arising from the failure to complete the Riparian Works or dedication the Riparian Land; and
 - 10.4.2 Council is under no obligation to accept the dedication of the Riparian Land.
- 10.5 If the Riparian Works are completed, the Developer must maintain the Riparian Land in accordance with any maintenance regime approved by the Council for the Riparian Land for a period of five (5) years following the completion of Riparian Works.

Part 3 - Provisions regarding the Carrying out of Work

11 Project Control Group

- 11.1 Within 6 months of execution of this Agreement by the Developer, Landcom and the Landowner, the Parties agree to form the PCG.
- 11.2 The PCG is to be comprised of the representatives of all Parties noted on the Summary Sheet, or a replacement representative of a Party, notified in writing by the Party to the other Parties.
- 11.3 The PCG is to have the following functions:
 - 11.3.1 ensure that the design and specifications of the Major Facilities are progressed and determine the period of time for the purposes of clause 13.5;
 - 11.3.2 agree on an appropriate system to ensure the quality of the construction of Major Facilities, including monitoring of the construction of Major Facilities;
 - 11.3.3 monitor the making of Development Applications by the Developer;
 - 11.3.4 monitor and manage the Developer's compliance with its obligations under this Agreement, including in relation to the provision of Contribution Items;
 - 11.3.5 manage, on request by the parties, the delivery of Contribution Items; and
 - 11.3.6 any other functions specified in this Agreement, or agreed between the Parties from time to time.

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- 11.4 The first meeting of the PCG is to occur within 7 days of the formation of the PCG, and thereafter, the PCG is to meet twice annually on dates to be agreed at the first meeting of the PCG, and at other times as agreed by the Parties.
- 11.5 The PCG is to determine the procedures which are to govern the operation of the PCG, including meetings procedures.
- 11.6 Decisions of the PCG are to be made unanimously by all members of the PCG entitled to vote on a matter, subject to any contrary provision in this Agreement.
- 11.7 The PCG may determine that decisions on particular matters, or particular classes of matters, can be made in some other manner.
- 11.8 Landcom is not entitled to vote on any matter other than a matter in respect of which it has obligations under this Agreement.
- 11.9 Landcom and GDC 1 cannot both vote on the same matter.
- 11.10 GDC 1 is only entitled to vote on matters relating to or in connection with which GDC 1 is the Developer.
- 11.11 GDC 2 is only entitled to vote on matters relating to or in connection with which GDC 2 is the Developer.
- 11.12 The Landowner is not entitled to vote on any matter.
- 11.13 The Developer is to prepare a Project Quality Plan for each Major Facility at its own cost prior to commencing construction, which details the matters agreed by the PCG under clause 11.3.2 for that Major Facility.

12 Deferral of Work

- 12.1 Notwithstanding any other provision of this Agreement, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time that Work is required to be completed under this Agreement, then:
 - 12.1.1 the Developer is to provide written notice to the Council to that effect;
 - 12.1.2 the Developer is to provide the Council with a Security for the Contribution Value of that Work before the date on which the Work is required to be completed under this Agreement;
 - 12.1.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Work;
 - 12.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developer are to negotiate in good faith and agree upon a revised completion date for the Work; and
 - 12.1.5 the time for completion of the Work under this Agreement will be taken to be the revised completion date approved by the Council under clause 12.1.4.

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- 12.2 If the Developer complies with clause 12.1, then it will not be considered to be in breach of this Agreement as a result of a failure to complete a Work by the time for completion of the Work specified in Column 4 of Schedule 3.
- 12.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 12.1.4, then the Council may call on the Security to meet any of its costs incurred under this Agreement in respect of the failure to complete the Work by the revised date for completion.
- 12.4 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

13 Approval of design of Major Facilities

- 13.1 The Developer is to obtain the approval of the Council in accordance with this clause for the design and specifications for a Major Facility before construction or other work commences in relation to the Major Facility.
- 13.2 Prior to commencing any work on the design of a Major Facility, the Developer is to request that the Council provide the Developer with the Council's requirements for the location, design, materials, specifications, capacity and timing for the provision of the Major Facility.
- 13.3 The Council is to act reasonably when specifying its requirements for any Major Facility for which specifications are contained in the CP.
- 13.4 Once the Developer receives the Council's requirements for a Major Facility under clause 13.2, the Developer is to prepare at its own cost a concept plan for the Major Facility for Council's approval.
- 13.5 The Council is to advise the Developer in writing whether it approves of the concept plan for a Major Facility within such period of time after receiving the concept plan from the Developer as is determined by the PCG.
- 13.6 Any approval granted by the Council under clause 13.5 is to specify the requirements for the detailed design of the Major Facility.
- 13.7 The Developer is to make any changes to the concept plan for a Major Facility requested by the Council.
- 13.8 Once a concept plan for a Major Facility has been approved by the Council, the Developer is to prepare at its own cost the detailed design of the Major Facility for the Council's approval.
- 13.9 The detailed design for the Major Facility is to include or be accompanied by such information as is required for the making of a Development Application for the Major Facility.
- 13.10 The detailed design submitted to Council under clause 13.8 is to be accompanied by:
- 13.10.1 a draft Plan of Management for the land on which the Major Facility is to be located, if the Council has advised the Developer that, on its dedication to Council, that land will be classified as community land within the meaning of the LG Act; and

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- 13.10.2 a detailed maintenance regime for the Major Facility, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 13.11 The Council is to advise the Developer in writing whether it approves of the detailed design of a Major Facility within 2 months of receiving the detailed design from the Developer.
- 13.12 The Developer is to make any change to the detailed design for the Major Facility required by the Council.
- 13.13 Within 21 days of being provided with a copy of the Development Application by the Developer, the Council is to certify whether the Development Application is consistent with the approved detailed design of the Major Facility.
- 13.14 The Developer is not to lodge a Development Application for a Major Facility unless the Council has first approved of the detailed design for the Major Facility and certified that the Development Application is consistent with the approved detailed design of the Major Facility.
- 13.15 A Development Application for a Major Facility is to be accompanied by the written certification referred to in clause 13.13 when lodged with Council acting as the consent authority.
- 13.16 For the avoidance of doubt, nothing in this clause is to be construed as fettering the Council's discretion, acting as consent authority, in determining any Development Application for a Major Facility.
- 13.17 The Developer is to bear all costs associated with obtaining the Council's approval to the detailed design of a Major Facility under this clause.

14 Approval of design of other Facilities

- 14.1 The Council is to approve the design and specifications for a Facility before construction or other work commences in relation to the Facility.
- 14.2 Prior to commencing any work on the design of a Facility, the Developer is to request that the Council provide the Developer with its requirements for the location, design, materials, specifications, capacity and timing for the provision of the Facility.
- 14.3 The Council is to act reasonably when specifying its requirements for any Facility for which specifications are contained in the CP.
- 14.4 Once the Developer receives the Council's requirements for the Facility under clause 14.2, the Developer is to provide the detailed design for the Facility to the Council for the Council's approval.
- 14.5 The detailed design for the Facility is to include or be accompanied by such information as is required for the making of a Development Application for the Facility.
- 14.6 The detailed design submitted to the Council under clause 14.4 is to be accompanied by:
- 14.6.1 a draft Plan of Management for the land on which the Facility is to be located, if the Council has advised the Developer that, on its

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dedication to the Council, that land will be classified as community land within the meaning of the LG Act; and

14.6.2 a detailed maintenance regime for the Facility, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.

- 14.7 The Council is to advise the Developer in writing whether it approves of the detailed design of a Facility within 2 months of receiving the detailed design from the Developer.
- 14.8 The Developer will make any change to the detailed design for the Facility required by the Council.
- 14.9 The Developer is not to lodge any Development Application for a Facility unless the Council has first approved of the detailed design for the Facility, and provided its written certification that the Development Application is consistent with the approved detailed design of the Facility.
- 14.10 The Council is to provide the written certification referred to in clause 14.8 within 14 days of being provided with a copy of the Development Application by the Developer, unless the Council forms the view that the Development Application is not consistent with the approved detailed design of the Facility.
- 14.11 A Development Application for a Facility is to be accompanied by the written certification referred to in clause 14.8 when lodged with the Council, as the consent authority.
- 14.12 For the avoidance of doubt, nothing in this clause can be construed as fettering the Council's discretion, as consent authority, in determining any Development Application for a Facility.
- 14.13 The Developer is to bear all costs associated with obtaining the Council's approval to the detailed design of a Facility under this clause.

15 Staging of Works

- 15.1 In order to ensure that the Developer can provide the Contribution Items comprising Works at the time required under this Agreement, the Developer is to ensure that Development Applications are lodged which seek consent for the Works, in conjunction with the Stage indicated in Column 4 of Schedule 3.

16 Carrying out of Work

- 16.1 Any Work that is required to be carried out by the Developer under this Agreement is to be carried out:
- 16.1.1 in accordance with any design or specification specified by the Council,
- 16.1.2 any relevant development consent and any other applicable law,
- 16.1.3 in a good and workmanlike manner and to the accepted industry standards,

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- 16.1.4 if the Work is a Major Facility, in accordance with the Project Quality Plan for that Major Facility;
 - 16.1.5 if the Work is a Facility, in accordance with an appropriate quality monitoring system, as agreed between the Parties,
 - 16.1.6 and otherwise to the satisfaction of the Council.
- 16.2 If the Developer is required by the Council to prepare or modify a design or specification relating to a Work for approval by the Council under clause 16.1, the Developer is to bear all costs relating to the preparation or modification and approval of the design and specification.

17 Access to the Land

- 17.1 The Landowner is to permit the Council, its officers, employees, agents and contractors to enter the Land or any other land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach by the Developer relating to the carrying out of a Work.
- 17.2 The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry out any Work under this Agreement that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Agreement.

18 Protection of people and property

- 18.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
 - 18.1.1 all necessary measures are taken to protect people and property, and
 - 18.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 18.1.3 nuisances and unreasonable noise and disturbances are prevented.

19 Damage and repairs to Work

- 19.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to a Work from any cause whatsoever which occurs prior to the date on which the Work is taken to have been completed under this Agreement.

20 Variation of Work

- 20.1 A Work is not to be varied by the Developer, unless:
 - 20.1.1 the Developer and Council agree in writing to the variation, and

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- 20.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and
- 20.1.3 the Developer bears all of the Council's costs of and incidental to agreeing to and approving the variation.
- 20.2 For the purposes of clause 20.1 a variation may relate to any matter in relation to the Work that is dealt with by this Agreement.
- 20.3 If Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council shall be liable to pay to the Developer an amount equal to the increase in the costs of completing the Work, which results from the variation requested by the Council.
- 20.4 Council shall pay the amount referred to in clause 20.3 to the Developer after the Work is complete, and within 28 days of receipt of:
 - 20.4.1 a tax invoice for the amount claimed by the Developer; and
 - 20.4.2 documentation which demonstrates to Council's satisfaction the increase in costs as a result of the variation requested by the Council.
- 20.5 For the avoidance of doubt, a variation to a Work under this clause does not require the variation of this Agreement, provided the Council is satisfied that the variation is generally consistent with the intended objectives and outcomes of this Agreement at the date of this Agreement.

21 Procedures relating to the completion of Work

- 21.1 A Development Contribution comprising the carrying out of a Work is completed for the purposes of this Agreement when the Council at request of the Developer gives written notice to the Developer to that effect.
- 21.2 The Council assumes responsibility for a Work that is located on land owned or controlled by the Council when the Work is completed,
- 21.3 The Council assumes responsibility for a Work that is located on land that is required to be dedicated to the Council under this Agreement when the later to occur of the Work being completed and the land being dedicated to the Council occurs.

22 Procedures relating to the rectification of defects

- 22.1 During the Defects Liability Period, the Council may give to the Developer one or more Rectification Notices.
- 22.2 Subject to the resolution of a dispute in accordance with this Agreement, the Developer is to comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of the Council.
- 22.3 If the Developer breaches clause 22.2, the Council may have the relevant defect rectified and may recover its costs of so doing as a debt due in a court of competent jurisdiction.

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23 Failure to carry out Work

- 23.1 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of any Work, the Council may elect to give the Developer a notice requiring:
- 23.1.1 the carrying out of further work relating to the Work to immediately cease except in relation to the rectification of the breach, and
- 23.1.2 the breach to be rectified to the Council's satisfaction.
- 23.2 A notice given under clause 23.1 is to allow the Developer a period of not less than 28 days or such further period as the Council considers reasonable in the circumstances to rectify the breach.
- 23.3 Without limiting any other rights the Council has to enforce this Agreement, the Council may, if the Developer does not comply with a notice given under clause 23.1:
- 23.3.1 call upon any Security, and
- 23.3.2 carry out and complete the Work the subject of the Developer's breach.
- 23.4 Clauses 38 and 39 do not prevent a notice being given under clause 23.1 and do not apply to such a notice or the circumstances relating to the giving of that notice, and any procedure commenced under clause 38 or clause 39 ceases to apply when such a notice is given.
- 23.5 The Council is not required to give the Developer a notice under clause 23.1 as a pre-condition to calling-up any Security in relation to the Developer's breach if the Council reasonably believes that the Developer is unlikely to comply with a Rectification Notice.
- 23.6 If the Council calls up a Security pursuant to clause 23.5, the Council is to notify the Developer in writing immediately following the calling up of that Security.

24 Works Completion Plan

- 24.1 No later than 60 days after a Work is taken to have been completed in accordance with this Agreement, the Developer is to submit to the Council the following:
- 24.1.1 a full works-as-executed-plan in respect of the Work,
- 24.1.2 any warranties associated with any products used in the construction of the Work, and
- 24.1.3 copies of all documentation associated with quality monitoring during construction for Facilities and Major Facilities.

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Part 4 – Landcom, Indemnities and Insurances

25 Role of Landcom

- 25.1 Landcom may determine, in its absolute discretion, that it will perform some or all of obligations of GDC 1 under this Agreement.
- 25.2 If Landcom is willing to perform all or any of GDC 1's obligations under this Agreement, then Landcom is to provide written notice to the Council to that effect, and the written notice is to specify which obligations Landcom intends to meet (**Accepted Obligations**).
- 25.3 Once the notice in clause 25.2 has been provided, a reference to the Developer which would have been taken to be a reference to GDC 1, and any reference to GDC 1, is to be taken as a reference to Landcom in respect of the Accepted Obligations.

26 Indemnity and Insurance

- 26.1 The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with:
- 26.1.1 Council's approval of the design and specifications of any Major Facility or Facility;
- 26.1.2 the carrying out by the Developer of any Work; and
- 26.1.3 the performance by the Developer of any other obligation under this Agreement.
- 26.2 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until the Work is taken to have been completed in accordance with this Agreement:
- 26.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
- 26.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
- 26.2.3 workers compensation insurance as required by law, and
- 26.2.4 any other insurance required by law.

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- 26.3 If the Developer fails to comply with clause 26.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 26.3.1 by calling upon any Security provided by the Developer to the Council under this Agreement, or
- 26.3.2 recovery as a debt due in a court of competent jurisdiction.
- 26.4 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 26.2.
- 26.5 Notwithstanding any other provision of this Agreement, these clauses 26.1 to 26.4 do not bind Landcom, including when Landcom is taken to be the Developer.
- 26.6 Landcom warrants, and Council acknowledges, that:
- 26.6.1 Landcom is a member of the NSW Treasury Managed Fund;
- 26.6.2 the Fund provides Landcom with insurance cover against any liability arising from a breach by Landcom of its obligations under this Agreement.

Part 5 - Security

27 Provision of Security

- 27.1 Upon the execution of this Agreement by all of the Parties:
- 27.1.1 GDC 1 is to provide the Council with Security in the amount of \$3,200,000; and
- 27.1.2 GDC 2 is to provide the Council with Security in the form of a charge over the Charge Land.
- 27.2 The Parties acknowledge that, at the date of this Agreement, the Security provided under clause 27.1 has a value in excess of the Contribution Value for the most valuable Contribution Item comprising a Work which has not been completed, within the meaning of the Agreement (**Outstanding Work**), and in excess of the amount of the Security required to be held under clause 27.3.
- 27.3 GDC 1, GDC 2 and Landcom are to ensure at all times that the Council holds Security equal to the greater of:
- 27.3.1 the Contribution Value for the most valuable Outstanding Work;
- 27.3.2 10% of the sum of the Contribution Values of all Contribution Items comprising the dedication of land or the carrying out of Works, which:
- (a) are not complete (if the Contribution Item is a Work); or

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(b) have not been provided (if the Contribution Item is the dedication of land),

(Outstanding Land and Works Items); or

27.3.3 \$1,000,000.00,

provided that, if the sum of the Contribution Values of all Outstanding Land and Works Items falls below \$1,000,000.00, the Security required to be held under this clause is to equal the sum of the Contribution Values of all Outstanding Land and Works Items.

27.4 The amount of the Security required to be held under this clause is to be indexed annually in accordance with the Consumer Price Index (All Groups - Sydney) as provided by the Australian Bureau of Statistics and GDC 1, GDC 2, and Landcom are to ensure that the Security held by the Council at all times equals the indexed amount notified to GDC 1, GDC 2 and Landcom by Council.

28 Release & return of Security

- 28.1 The Council is to return the Security or any remaining part of it to the Party which provided the Security to the Council, within 28 days of the completion by GDC 1, GDC 2 and Landcom of all of their obligations under this Agreement to the satisfaction of the Council.
- 28.2 At any time following the provision of the Security, GDC 1, GDC 2 or Landcom may provide the Council with a replacement Security in the amount of the Security required to be provided under this Agreement.
- 28.3 On receipt of a replacement Security, the Council is to release and return to the relevant Party as directed, the Security it holds which has been replaced.

29 Call-up of Security

- 29.1 The Council may call-up any Security provided under this Agreement if, in its absolute discretion and despite clauses 38 and 39, it considers that GDC 1, GDC 2 or Landcom has breached this Agreement.
- 29.2 If the Council calls on the Security, it may use the amount so paid to it in satisfaction of any costs incurred by it in remedying the breach.
- 29.3 If the Council calls on the Security, the Council may, by notice in writing to the Party which provided the Security, require the that Party to provide a further or replacement Security in an amount that, when added to any unused portion of the Security held by the Council, equals, but does not exceed the amount of the Security the Council is entitled to hold under this Agreement.
- 29.4 Notwithstanding clause 29.1 or any other provision of this Agreement:
- 29.4.1 a Deferred Work Security can only be called-up in relation to a breach of this Agreement in respect of the carrying out of the Work in relation to which the Deferred Work Security was provided; and
- 29.4.2 a Registration Security can only be called-up in relation to a breach of this Agreement in respect of the Development Contributions required

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in relation to the Superlot for which the Registration Security was provided.

30 Charge Land

- 30.1 Council will, on or near each anniversary of the date of this Agreement, appoint a valuer to conduct a valuation of the Charge Land.
- 30.2 The valuer is to be agreed between Council, GDC 1, GDC 2 and Landcom, and, failing agreement, will be appointed by the Council.
- 30.3 Council will pay 50% of the costs of the valuer with the other 50% of the valuer's costs to be paid, on written demand by the Council, by GDC 1, GDC 2 and Landcom.
- 30.4 GDC 2 is to provide Council, on each anniversary of the date of this Agreement, with evidence satisfactory to the Council that there is no outstanding land tax payable in respect of the Charge Land, and no other charges registered against the Charge Land.
- 30.5 If there is land tax payable in respect of the Charge Land, or other mortgages, charges or interests created in or over the Charge Land, then the Council may, in its absolute discretion, require GDC 2 to provide additional Security to ensure that Council holds Security to the value which was held before the land tax became payable, or the other charges, mortgages or interests were created.
- 30.6 GDC 2 may, by notice in writing, seek the Council's approval to grant a charge in favour of the Council over an alternative site, and to discharge the charge over the Charge Land.
- 30.7 On receipt of a notice under clause 30.6, Council will carry out a valuation of the proposed alternative site, and provided the valuation indicates that the alternative site has a value which, when added to the other Security held by Council under this Agreement, equals the amount of Security required to be held under this Agreement, Council will approve the grant of a charge over the alternative site, and will discharge the charge over the Charge Land, and from that time onwards, a reference to the Charge Land will be taken to be a reference to the alternative site.
- 30.8 Clauses 30.2 and 30.3 apply to the appointment of a valuer for the purposes of clause 30.7.
- 30.9 The Landowner is to grant access to any valuer appointed under this clause 30 to the Charge Land or any alternative site proposed to replace the Charge Land.
- 30.10 GDC 2 is to bear the Council's costs associated with registration of any charge over the Charge Land or any alternative site, and the discharge of any such charge.

31 Charge

- 31.1 For the purposes of clause 27.1.2 of this Agreement, on the date of execution of this Agreement, the Landowner grants to the Council the **Charge**.

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31.2 The Landowner is to do all things necessary to enable the Council to register the Charge.

32 Caveat

32.1 The Landowner agrees to the Council lodging a caveat over the Charge Land relating to the interest secured by the Charge.

33 Priority

33.1 The Landowner must not create any mortgage or charge over the Charge Land ranking in priority equal with or ahead of the Charge.

33.2 The Landowner must not create any mortgage or charge over the Charge Land or grant any other interest in the Charge Land, which would not rank in priority equal with or ahead of the Charge, without the prior written approval of the Council.

34 Enforcement of Charge

34.1 If Council is entitled to call up any Security in respect of a breach of this Agreement by GDC 1, GDC 2, or Landcom, and there is insufficient Security in any other form to meet the costs and expenses which the Council is entitled to recover from the Security, then this clause 34 applies.

34.2 The Landowner is to execute and do all such things as the Council may reasonably require for the purpose of the Council exercising the powers, authorities and discretions conferred by the grant of the Charge. In particular, the Landowner will as requested by the Council:

34.2.1 execute all transfers, conveyances, assignments and assurances of the Charge Land to Council or its nominee,

34.2.2 perform, or cause to be performed, all acts and things necessary or desirable to give effect to the Council's powers, authorities and discretions, and

34.2.3 give all notices, orders and directions which the Council considers to be expedient.

34.3 Council may, at the Council's discretion and without notice:

34.3.1 enter upon and take possession of the Charge Land or any part of it, or

34.3.2 with or without taking such possession, at the Council's discretion, sell, call in or convert into money, the Charge Land:

(a) at public auction or by private contract, and

(b) for a lump sum or a sum payable by instalments or for a sum on account and a mortgage charge for the balance, or

34.3.3 if exercising rights under clause 34.3.2:

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- (a) upon sale, make any special or other stipulations as to title or evidence or commencement of title or otherwise which the Council may deem proper,
 - (b) buy in or rescind or vary any contract of sale of the Charge Land and resell the same without being responsible for any loss which may be incurred, and
 - (c) compromise and effect compositions and, for any of those purposes, execute and make all such assurances and things as the Council thinks fit.
- 34.4 Council may, at the Council's discretion, do any of the following things for the purpose of exercising the Council's powers of sale under clause 34.3:
- 34.4.1 appoint a receiver or manager of the Charge Land;
 - 34.4.2 remove any receiver or manager so appointed;
 - 34.4.3 pay such receiver or manager such remuneration as the Council thinks fit;
 - 34.4.4 repair and keep in repair any improvements, works, machinery, plant and other property on the Charge Land,
 - 34.4.5 insure all or any of the Charge Land or anything on it of an insurable nature against loss or damage by fire and other risks as the Council sees fit,
 - 34.4.6 settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Charge Land and execute releases or other discharges,
 - 34.4.7 bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever and whether civil or criminal in relation to the Charge Land,
 - 34.4.8 execute and do such acts, deeds and things as to the Council may appear necessary or proper for or in relation to any of the above things,
 - 34.4.9 generally do and cause to be done such acts and things which GDC 2 might have done for the protection and the improvement of the Charge Land.
- 34.5 A receiver and manager appointed by the Council will have all of the powers of taking possession, selling and dealing with the Charge Land as are given to the Council under this Agreement.
- 34.6 The proceeds derived from the sale of the Charge Land pursuant to clause 34.3 will be applied as follows:
- 34.6.1 first, in paying all costs and expenses properly incurred or to be incurred in the performance or exercise of any of the powers vested in the Council under this Agreement, including costs incurred in remedying the breach of the Agreement; and
 - 34.6.2 second, in paying the surplus (if any) to GDC 2.

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35 Discharge

- 35.1 Within 28 days of GDC 1, GDC 2 and Landcom meeting all of their obligations under this Agreement, the Council is to promptly give the Landowner a discharge of the Charge in registrable form and remove any and all caveats which the Council holds over the Charge Land.

Part 6 - Other Provisions

36 Recovery of cost of Work carried out by the Council

- 36.1 If the Council incurs a cost in carrying out, completing or rectifying a defect in a Work that is not met by a Security provided under this Agreement, the Council may recover the cost from the Developer in a court of competent jurisdiction.
- 36.2 For the purpose of clause 36.1, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:
- 36.2.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- 36.2.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
- 36.2.3 without limiting clause 36.2.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

37 Enforcement in a court of competent jurisdiction

- 37.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 37.2 For the avoidance of doubt, nothing in this Agreement prevents:
- 37.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates,
- 37.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

38 Dispute Resolution – expert determination

- 38.1 This clause applies to a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert.

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- 38.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.
- 38.3 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 38.4 If a notice is given under clause 38.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 38.5 If the dispute is not resolved within a further 28 days, the dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 38.6 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 38.7 Each Party is to bear its own costs arising from or in connection with the appointment of the Expert and the expert determination.

39 Dispute Resolution – mediation

- 39.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 38 applies.
- 39.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 39.3 If a notice is given under clause 39.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 39.4 If the dispute is not resolved within a further 28 days, the Parties are to mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society, or the President's nominee, to select a mediator.
- 39.5 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

40 Registration of this Agreement

- 40.1 Subject to clauses 40.2 and 40.3, and subject to the Landowner obtaining the agreement of the persons specified in section 93H(1) of the Act, the Parties agree that this Agreement will be registered as a planning agreement on the title to the Land as permitted by s93H of the Act.
- 40.2 The Parties agree that:
- 40.2.1 this Agreement will not be registered on the title to any part of the Land which is a Final Lot; and

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- 40.2.2 on lodgement of any plans of subdivision of the Land with the Registrar-General that create Final Lots, the Registrar-General will be directed not to register this Agreement on the title to the Final Lots being created by that plan.
- 40.3 The Parties also agree that the registration of the Agreement will be removed from the title to any part of the Land in relation to which the Developer proposes to sell Final Lots which are not yet created (**Superlot**), before the Developer has met its obligations under this Agreement in relation to the Superlot, if:
- 40.3.1 The Landowner or Developer has notified the Council that it wishes to commence selling Final Lots to be created on the Superlot;
- 40.3.2 The Landowner or Developer has provided Council with a copy of the proposed plan of subdivision for the Superlot;
- 40.3.3 The Landowner and Developer are not in breach of this Agreement; and
- 40.3.4 The Developer provides the Council with a Security in an amount equal to the Contribution Value of all Contribution Items involving the carrying out of Work and monetary Development Contributions in respect of the Superlot.
- 40.4 The Landowner agrees to sign all forms necessary, and do all things reasonably necessary to allow this Agreement to be registered under clause 40.1 including obtaining the consent of any mortgagee or other person with an interest in the Land to that registration, and having the certificates of title for the Land delivered to the Registrar-General.
- 40.5 The Parties agree to sign such documents and do such things as may be required to achieve the said registration within seven (7) days of the execution of this Agreement.
- 40.6 Upon completion of the obligations of the Developer pursuant to this Agreement, the Parties are to do such things as may be required to remove the recording of this Agreement as a planning agreement from the title of the Land, including removing the recording of the Agreement from the title to part of the Land in respect of this the Developer has met its obligations.
- 40.7 Landcom will bear all costs incurred by any Party in relation to the registration of this Agreement in accordance with this clause.
- 40.8 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

41 Compulsory Acquisition

- 41.1 In the event that the Landowner does not dedicate any land required to be dedicated under this Agreement, at the time at which it is required to be dedicated, the Landowner consents to the Council compulsorily acquiring that land, for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.

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- 41.2 Council is to only acquire land pursuant to clause 41.1 if to do so is reasonable, having regard to the circumstances surrounding the failure by the Landowner to dedicate the land required to be dedicated under this Agreement.
- 41.3 Clause 41.1 constitutes an agreement for the purposes of section 30 of the Just Terms Act.
- 41.4 If, as a result of the acquisition referred to in clause 41.1, the Council is to pay compensation to any person other than the Landowner, the Developer or Landowner is to reimburse the Council for that amount, upon a written request being made by the Council, or the Council can call on any Security.
- 41.5 Except as otherwise agreed between the Parties, the Landowner is to ensure that the land to be dedicated under this Agreement is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges), on both the date that the Landowner is liable to transfer that land to the Council under this Agreement, and the date on which the Council compulsorily acquires the whole or any part of that land in accordance with the Just Terms Act.
- 41.6 The Developer indemnifies and keeps indemnified the Council against all claims made against the Council as a result of any acquisition by the Council of the whole or any part of the Land.
- 41.7 The Landowner will promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 41, including without limit:
- 41.7.1 signing any documents or forms;
 - 41.7.2 giving land owner's consent for lodgement of any Development Application;
 - 41.7.3 producing certificates of title to the Registrar-General under the Real Property Act; and
 - 41.7.4 paying the Council's costs arising from clause 41.
- 41.8 Notwithstanding clause 41.5, if, despite having used its best endeavours, the Landowner cannot ensure that the land to be dedicated is free from all encumbrances and affectations, then the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, and:
- 41.8.1 Council cannot withhold its agreement unreasonably if the encumbrance or affectation does not prevent the future use of the land for the public purpose for which it is to be dedicated under this Agreement, unless the encumbrance or affectation is a charge arising as a result of unpaid taxes or charges; and
 - 41.8.2 in all other cases, Council may withhold its agreement in its absolute discretion.

42 Assignment, sale of Land, etc

- 42.1 Unless the matters specified in clause 42.2 are satisfied:

Prepared by Lindsay Taylor Lawyers on behalf of Camden Council

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- 42.1.1 Landowner is not to transfer any part of the Land, other than a Final Lot, to any person, or
- 42.1.2 the Developer is not to assign or novate to any person the Developer's rights or obligations under this Agreement.
- 42.2 The matters required to be satisfied for the purposes of clause 42.1 are as follows:
 - 42.2.1 the relevant Party has, at no cost to the Council, first procured the execution by the person to whom that Party's rights or obligations under this Agreement are to be assigned or novated, of an agreement in favour of the Council on terms satisfactory to the Council, and
 - 42.2.2 the Council, by notice in writing to the relevant Party, has stated that evidence satisfactory to the Council has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the Agreement,
 - 42.2.3 the relevant Party is not in breach of this Agreement, and
 - 42.2.4 the Council, acting reasonably, otherwise consents to the transfer assignment or novation.

43 Monitoring & review of this Agreement

- 43.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Agreement is entered into a report detailing the performance of its obligations under this Agreement, and is to provide an update on the performance of its obligations under this Agreement at each PCG meeting.
- 43.2 The report referred is to be in such a form and to address such matters as may be notified by the Council to the Developer from time to time.
- 43.3 The Council, at its own cost, is to keep a written register of the Development Contributions made by the Developer under this Agreement.
- 43.4 The register is to contain (but is not limited to) particulars of the following:
 - 43.4.1 each Development Contribution made,
 - 43.4.2 the form of the Development Contribution,
 - 43.4.3 the Contribution Item to which the Development Contribution relates by reference to Schedule 3 of this Agreement,
 - 43.4.4 the date on which the Development Contribution is made, and
 - 43.4.5 particulars of any Development Contributions that are required by this Agreement to have been made that the Developer has not made.
- 43.5 The Council is to allow the Parties to have access to the register during the ordinary business hours of the Council and at no cost.
- 43.6 The register is to be conclusive evidence of the matters it contains relating to the making of Development Contributions by the Developer under this Agreement.

Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
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- 43.7 The Parties agree to review this Agreement annually, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.
- 43.8 For the purposes of clause 43.7, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 43.9 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 43.7, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 43.10 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.
- 43.11 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 43.7 is not a dispute for the purposes of clauses 38 and 39 and is not a breach of this Agreement.

44 Variations to Contribution Items and Staging

- 44.1 The Developer may request that the Council approve a variation to the Contribution Items to be provided under this Agreement.
- 44.2 The Council may, in its absolute discretion agree to a variation of the Contribution Items, provided that the variation does not result in the sum of the Contribution Values of all Contribution Items falling below the sum of the Contributions Values of all Contribution Items as at the date of this Agreement and the variation is generally consistent with the intended objectives and outcomes of this Agreement at the date of this Agreement.
- 44.3 The Developer may request that the Council approve a variation to the staging of the provision of the Contribution Items.
- 44.4 The Council is to act reasonably in determining whether to grant a variation to the staging of the provision of the Contribution Items.
- 44.5 If a variation is made to the Contribution Items pursuant to this clause, then Schedule 3 will be deemed to be amended to include the varied Contribution Items, and their Contribution Values.
- 44.6 A variation to the Contribution Items or the staging of the provision of Contribution Items under this clause does not require a variation to this Agreement.

45 Notices

- 45.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

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Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
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- 45.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
- 45.1.2 faxed to that Party at its fax number set out in the Summary Sheet.
- 45.2 If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 45.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 45.3.1 delivered, when it is left at the relevant address.
 - 45.3.2 sent by post, 2 business days after it is posted, or
 - 45.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 45.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

46 Approvals and Consent

- 46.1 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- 46.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

47 Legal costs

- 47.1 The Developer is to pay to the Council the Council's legal costs of preparing, negotiating, executing and stamping this Agreement, and any documents related to this Agreement within 7 days of a written demand by the Council for such payment.
- 47.2 The Developer is also to pay to the Council the Council's costs of enforcing this Agreement within 7 days of a written demand by the Council for such payment.
- 47.3 The Developer is to pay the Council's costs of preparing, negotiating, executing and stamping any amendment to this Agreement.

Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
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48 Entire Agreement

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

49 Further acts

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

50 Notations on section 149(2) Planning Certificates

- 50.1 The Parties agree that the Council may, in its absolute discretion, make a notation under section 149(5) of the Act regarding this Agreement on any certificate issued under section 149(2) of the Act relating to the Land, other than a Final Lot.

51 Governing law and jurisdiction

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

52 Joint and individual liability and benefits

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

53 No fetter

- 53.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law,

Attachment 1

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Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
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and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

54 Representations and Warranties

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

55 Severability

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

56 Modification

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

57 Waiver

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

58 GST

- 58.1 In this clause:
Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.
GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

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GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- 58.2 Subject to clause 58.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply is to also pay the GST Amount as additional Consideration.
- 58.3 Clause 58.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 58.4 No additional amount shall be payable by the Council under clause 58.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 58.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 58.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 58.5.2 that any amounts payable by the Parties in accordance with clause 58.2 (as limited by clause 58.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 58.6 No payment of any amount pursuant to this clause 58, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 58.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, is to exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 58.8 This clause continues to apply after expiration or termination of this Agreement.

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Oran Park Urban Release Area Planning Agreement
Camden Council
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Leppington Pastoral Company Pty Limited
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59 Explanatory Note relating to this Agreement

- 59.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 59.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

Attachment 1

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
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Schedule 1
(Clause 1.1)

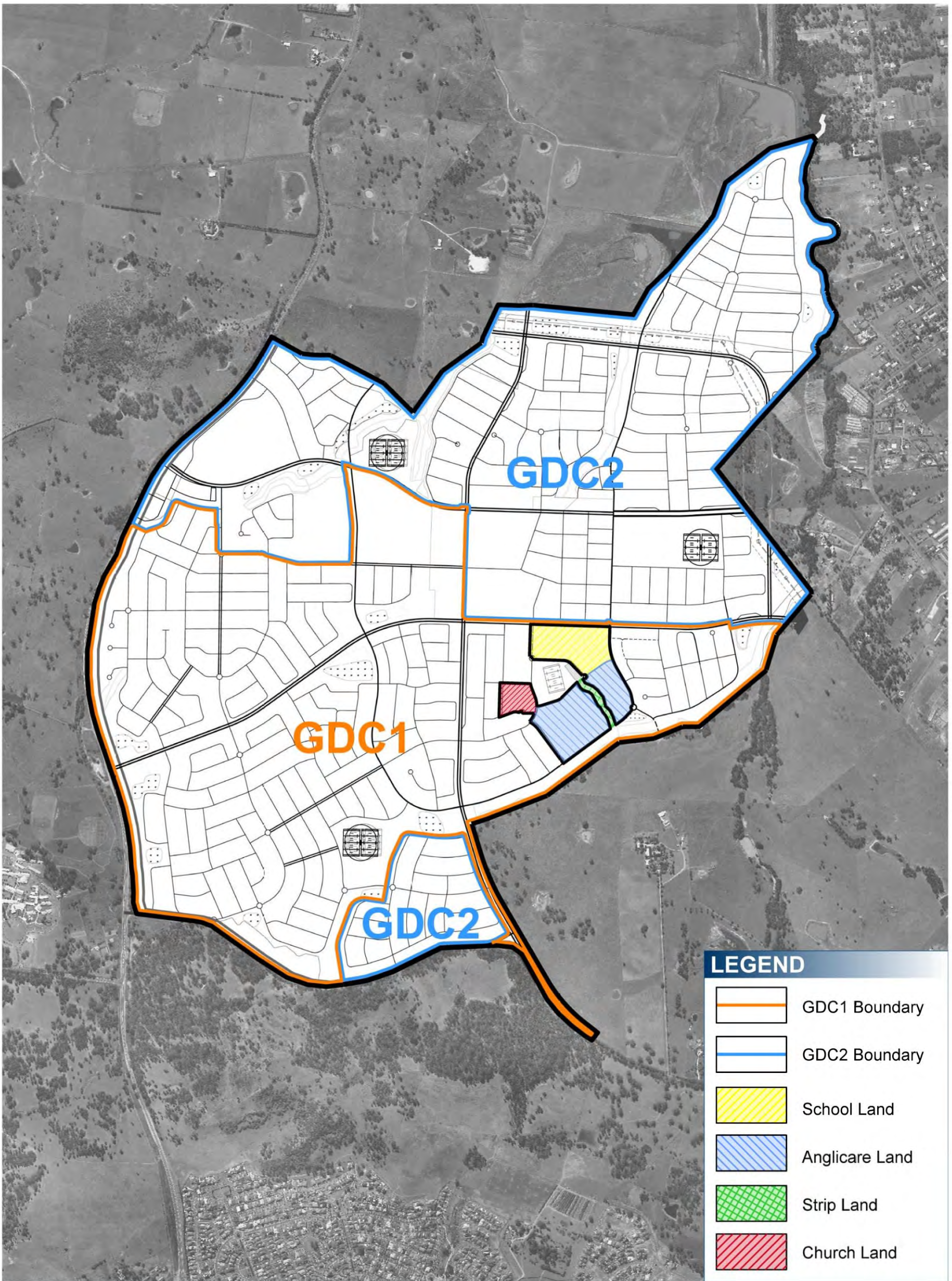
Plan Package

ORD06

Attachment 1

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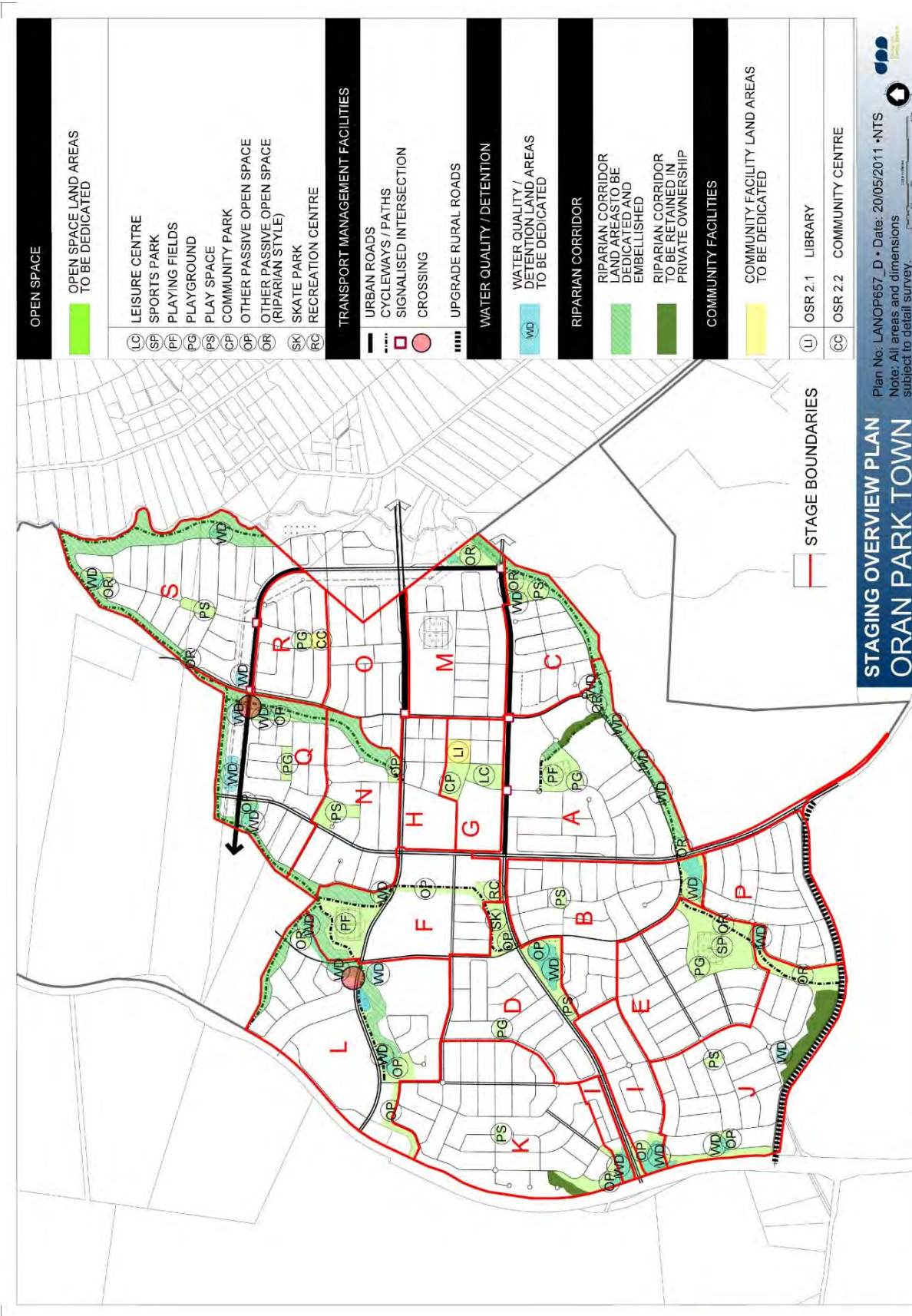
Attachment 1



**LAND TO WHICH VPA APPLIES
ORAN PARK TOWN**

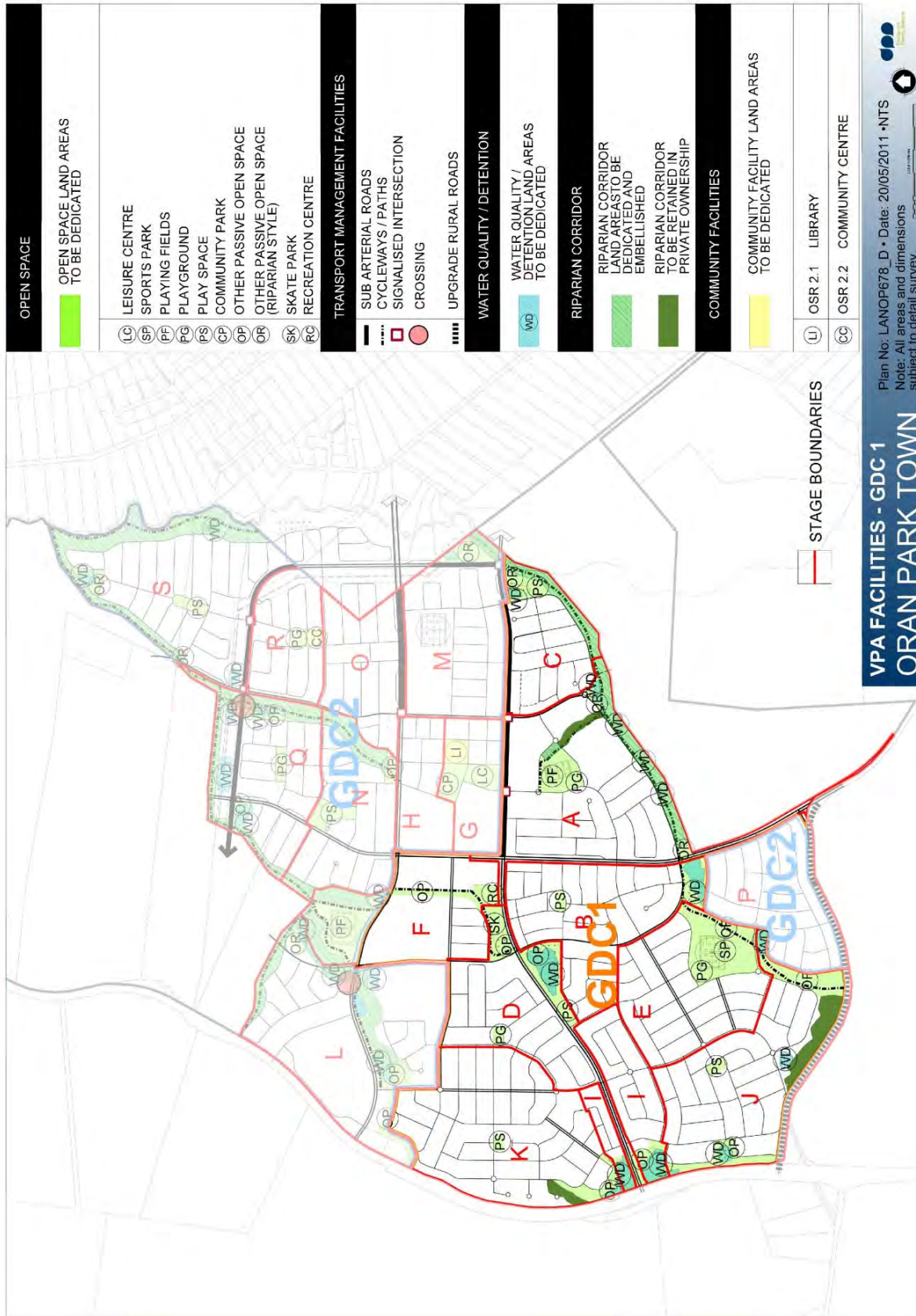
Scale in Metres
0 100 200 300 400 500m
Plan No: LANOP654_C • Date: 29/04/2011 • NTS
Note: All areas and dimensions subject to detail survey.

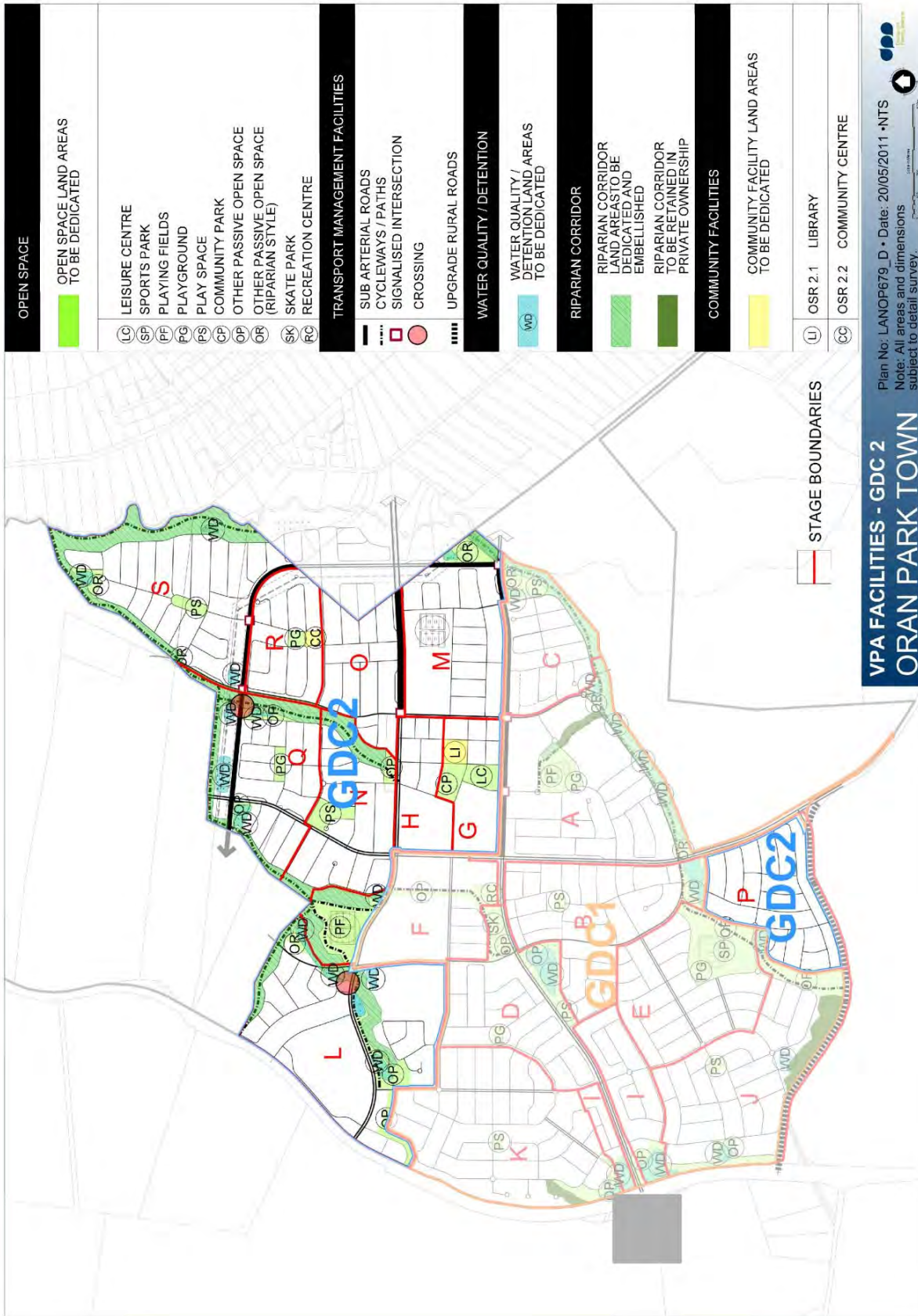




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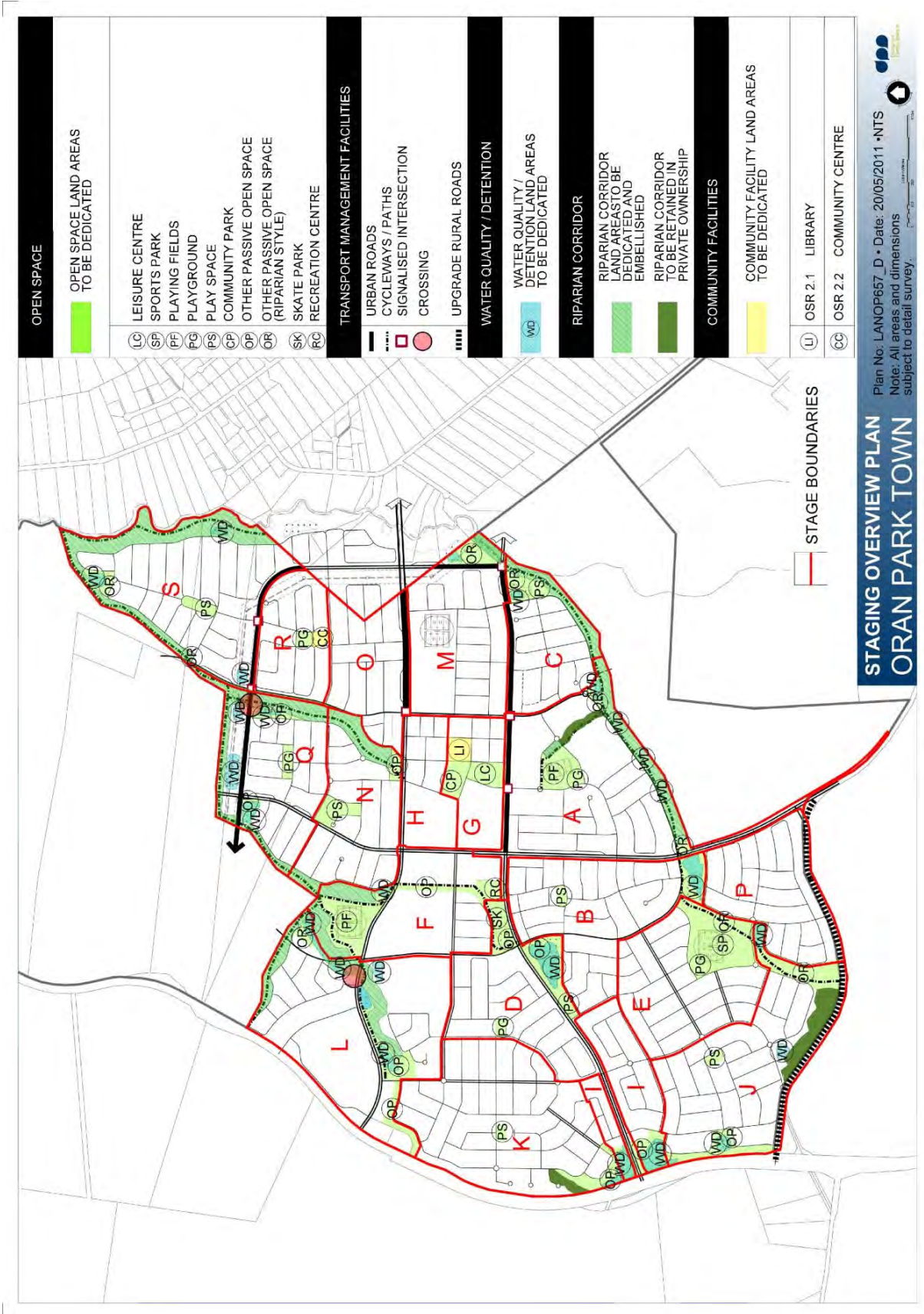
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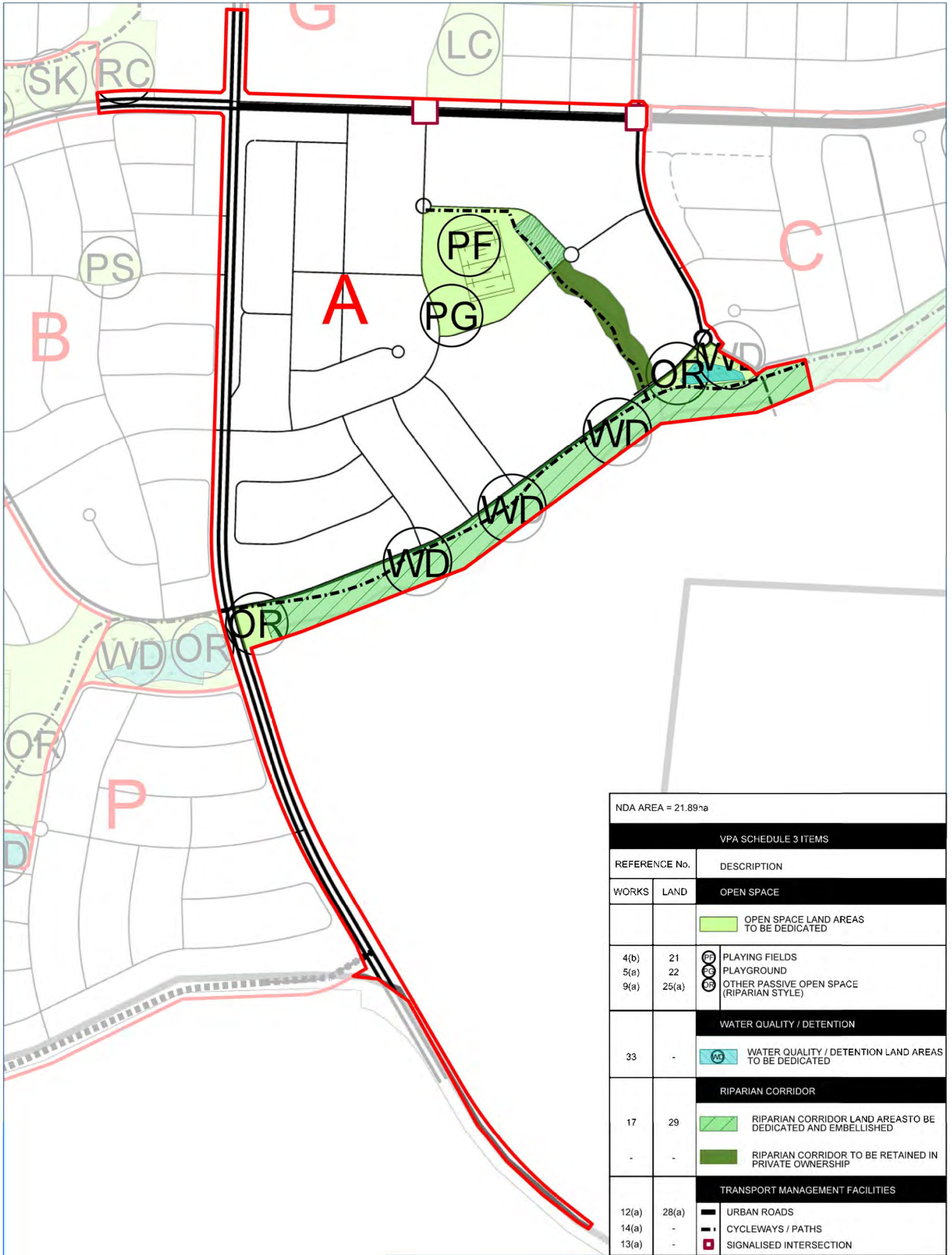




ORD06

Attachment 1





NDA AREA = 21.89ha

VPA SCHEDULE 3 ITEMS			
REFERENCE No.	WORKS	LAND	DESCRIPTION
OPEN SPACE			
			OPEN SPACE LAND AREAS TO BE DEDICATED
4(b)	21	PF	PLAYING FIELDS
5(a)	22	PG	PLAYGROUND
9(a)	25(a)	OR	OTHER PASSIVE OPEN SPACE (RIPARIAN STYLE)
WATER QUALITY / DETENTION			
33	-	WQ	WATER QUALITY / DETENTION LAND AREAS TO BE DEDICATED
RIPARIAN CORRIDOR			
17	29	OR	RIPARIAN CORRIDOR LAND AREAS TO BE DEDICATED AND EMBELLISHED
-	-	OR	RIPARIAN CORRIDOR TO BE RETAINED IN PRIVATE OWNERSHIP
TRANSPORT MANAGEMENT FACILITIES			
12(a)	28(a)	UR	URBAN ROADS
14(a)	-	CY	CYCLEWAYS / PATHS
13(a)	-	SI	SIGNALISED INTERSECTION

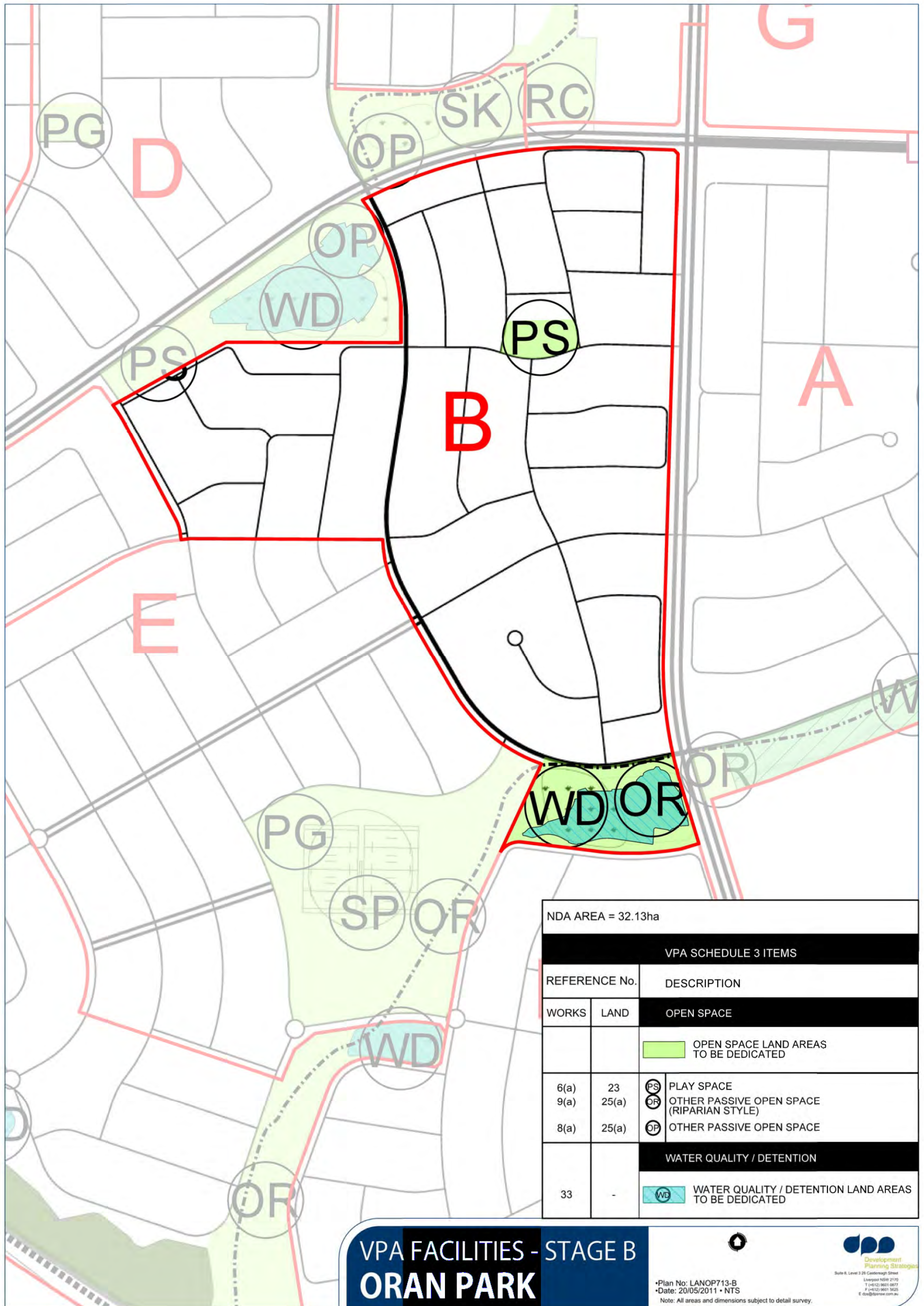
VPA FACILITIES - STAGE A
ORAN PARK

•Plan No: LANOP713-A
 •Date: 20/05/2011 • NTS
 Note: All areas and dimensions subject to detail survey.

Development Planning Strategists
 Suite 8, Level 3 26 Canterbury Street
 Liverpool NSW 2170
 T: +61 (0) 2 9611 9877
 F: +61 (0) 2 9611 3626
 E: dnp@dpstrat.com.au

ORD06

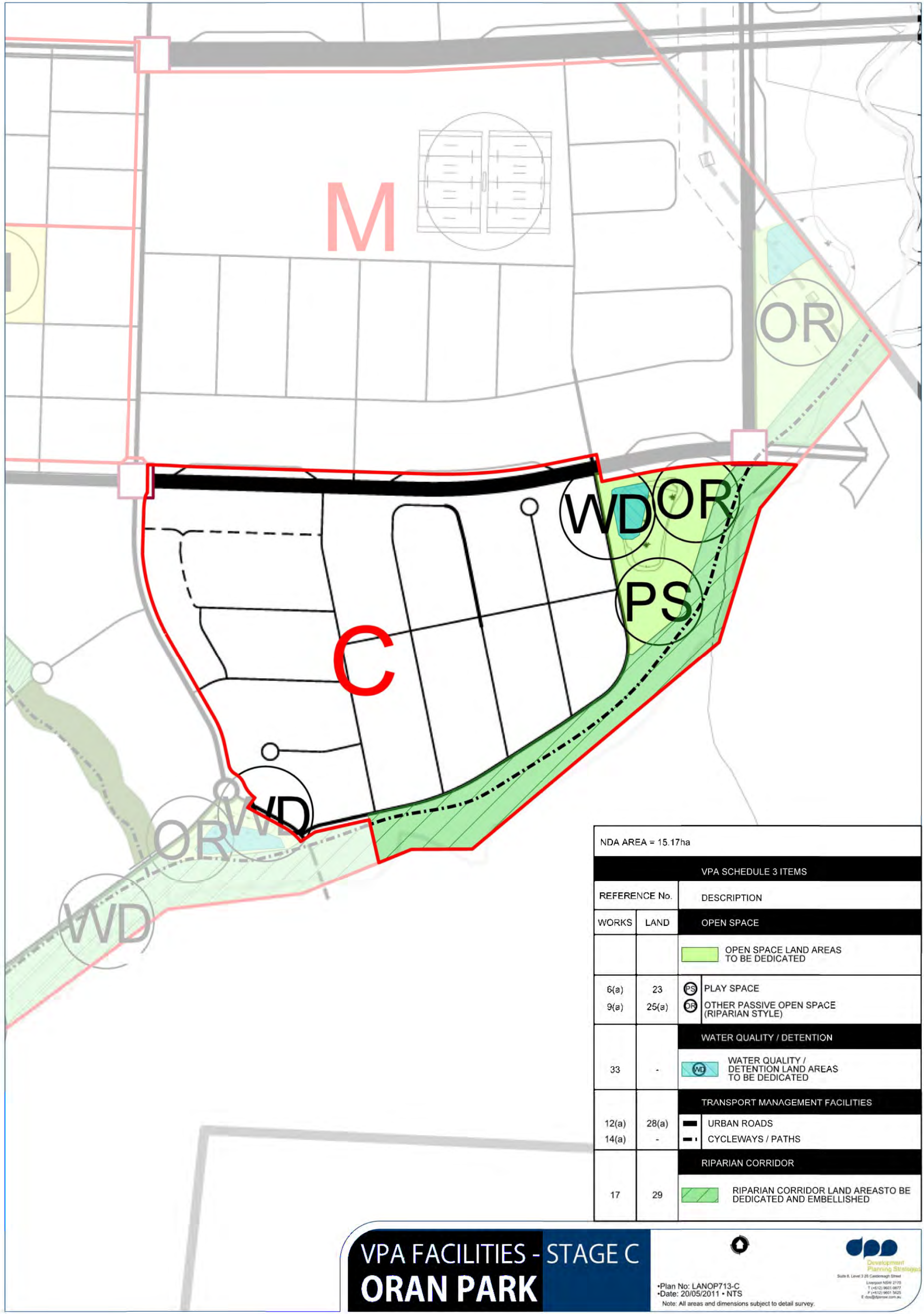
Attachment 1



VPA FACILITIES - STAGE B
ORAN PARK

•Plan No: LANOP713-B
•Date: 20/05/2011 • NTS
Note: All areas and dimensions subject to detail survey.

Development Planning Strategies
Suite 8, Level 3 26 Castlemagh Street
Liverpool NSW 2170
T (+61) 02 9601 0877
F (+61) 02 9601 9625
E dps@dpnsw.com.au



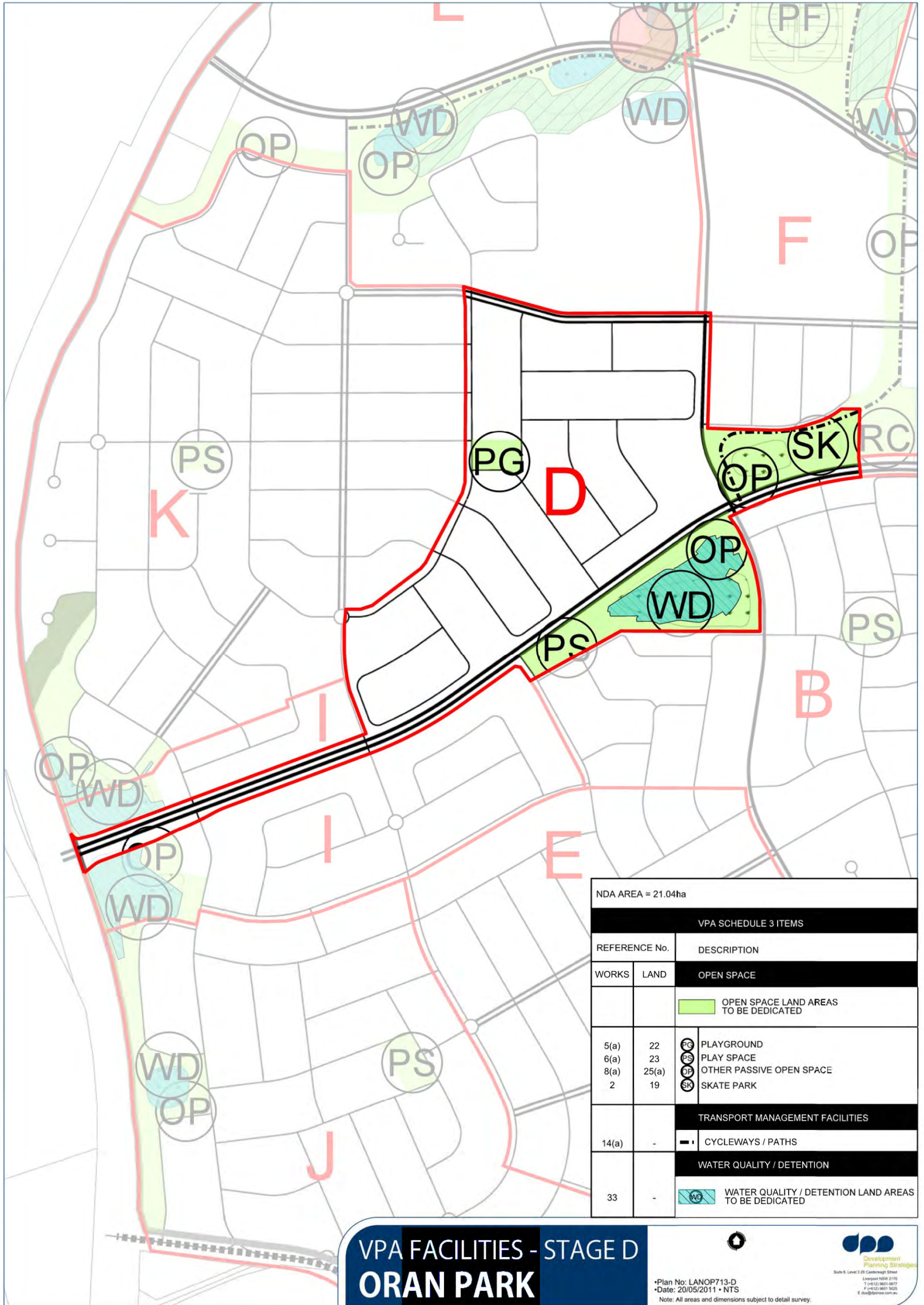
VPA FACILITIES - STAGE C
ORAN PARK

•Plan No: LANOP713-C
•Date: 20/05/2011 • NTS
Note: All areas and dimensions subject to detail survey.



ORD06

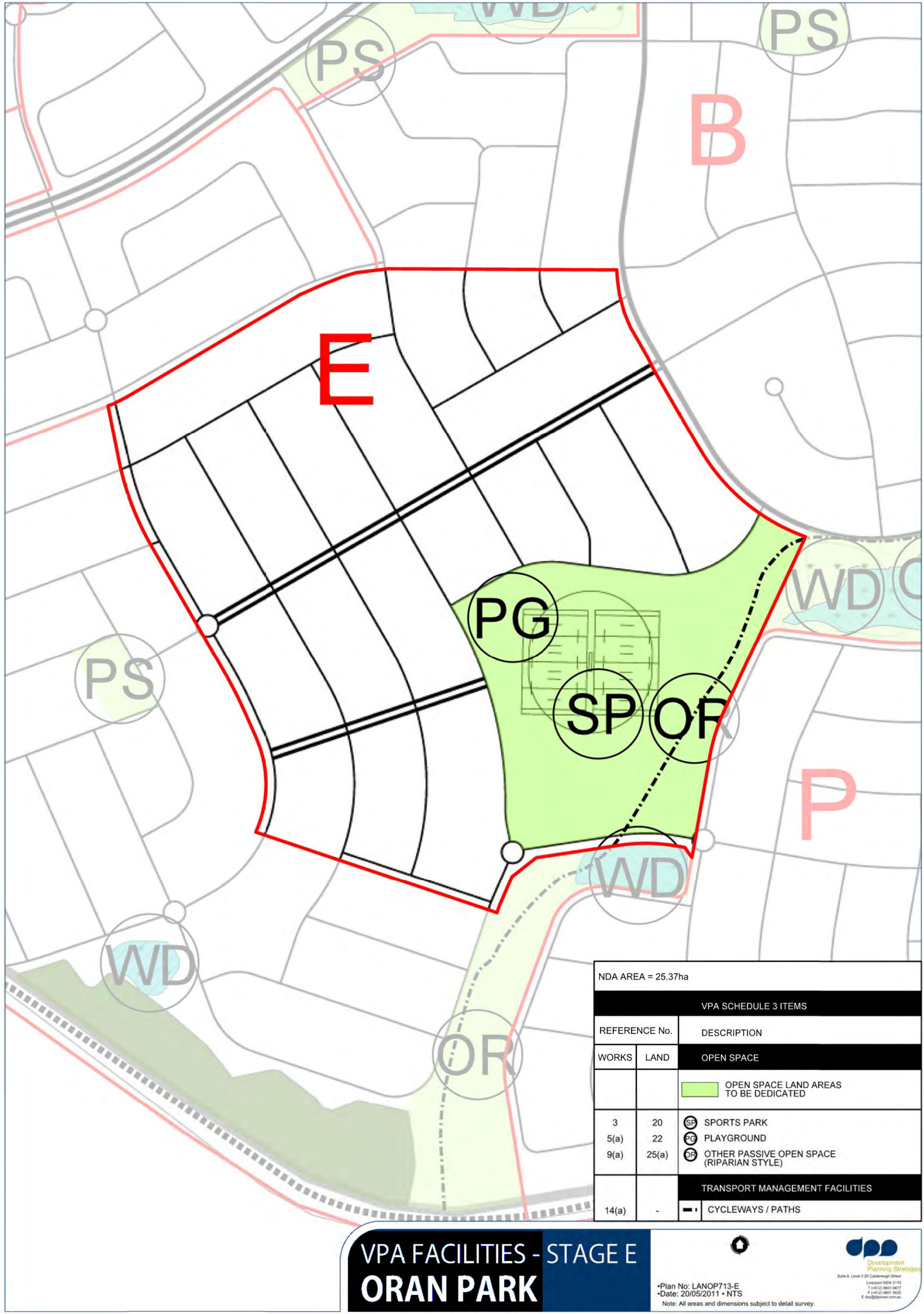
Attachment 1



VPA FACILITIES - STAGE D
ORAN PARK

•Plan No: LANOP713-D
•Date: 20/05/2011 • NTS
Note: All areas and dimensions subject to detail survey.





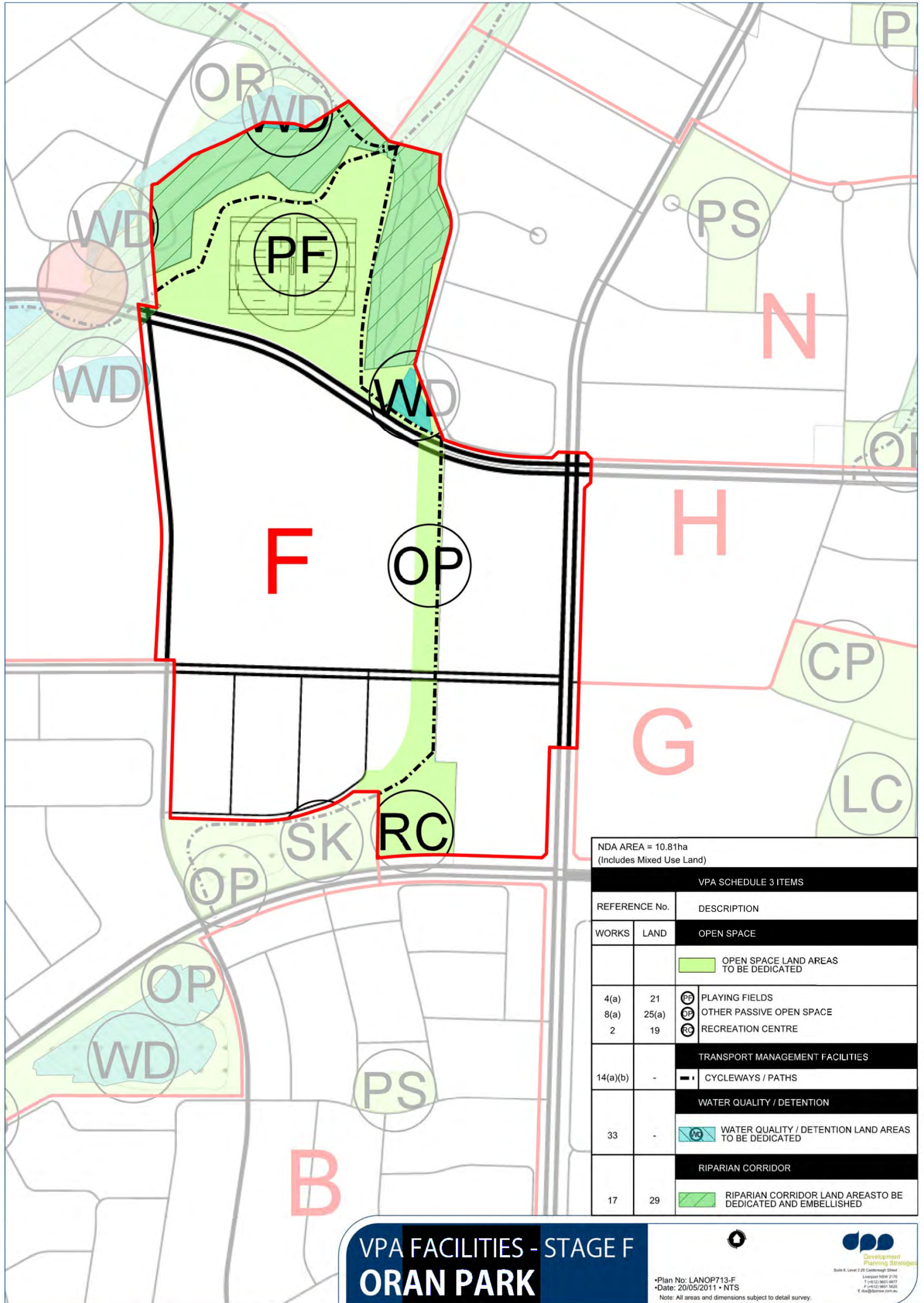
VPA FACILITIES - STAGE E
ORAN PARK

•Plan No: LANOP713-E
•Date: 20/05/2011 • NTS
Note: All areas and dimensions subject to detail survey.

Suite 8, Level 3 26 Cadernagh Street
Liverpool NSW 2170
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F: (61) 9811 3626
E: dnp@dpstrategies.com.au

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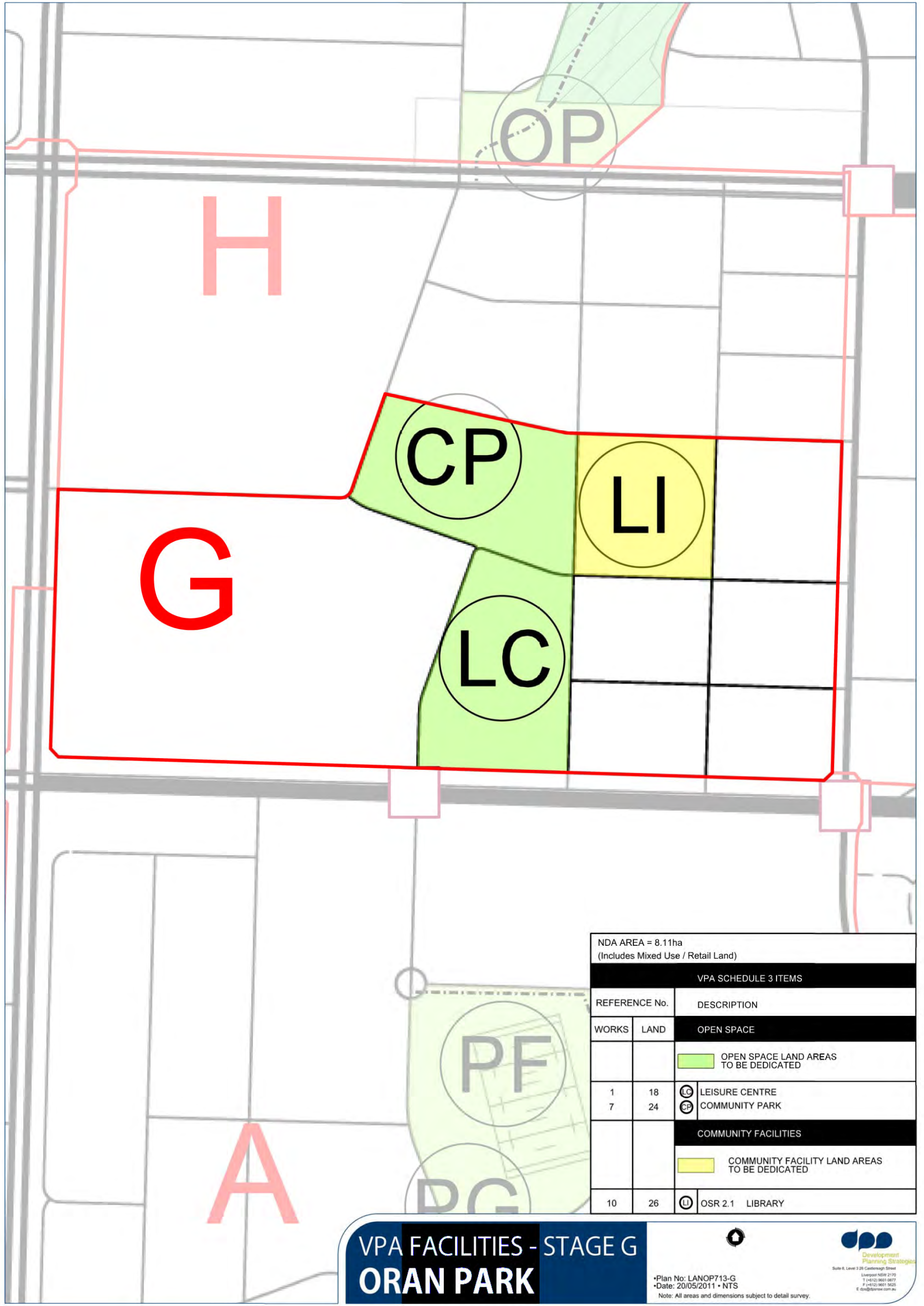
Attachment 1



**VPA FACILITIES - STAGE F
ORAN PARK**

• Plan No: LANOP713-F
 • Date: 20/05/2011 • NTS
 Note: All areas and dimensions subject to detail survey.

Development Planning Strategies
 Suite 8, Level 3 25 Castlemagh Street
 Liverpool NSW 2170
 T (+61) 02 9601 0877
 F (+61) 02 9601 3625
 E dps@dpsnsw.com.au



NDA AREA = 8.11ha
(Includes Mixed Use / Retail Land)

VPA SCHEDULE 3 ITEMS			
REFERENCE No.		DESCRIPTION	
WORKS	LAND	OPEN SPACE	
		OPEN SPACE LAND AREAS TO BE DEDICATED	
1	18		LEISURE CENTRE
7	24		COMMUNITY PARK
COMMUNITY FACILITIES			
		COMMUNITY FACILITY LAND AREAS TO BE DEDICATED	
10	26		OSR 2.1 LIBRARY

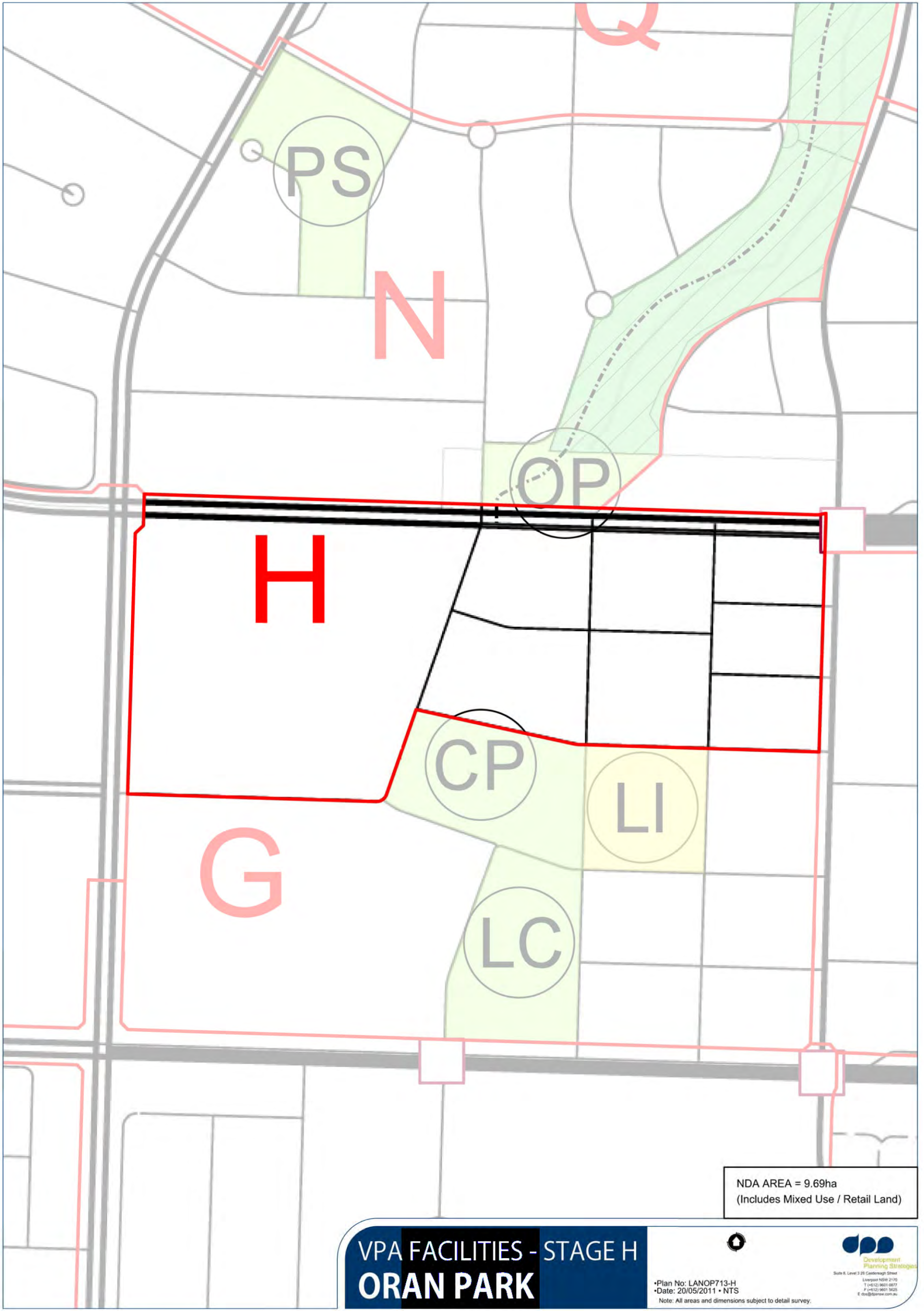
VPA FACILITIES - STAGE G
ORAN PARK

•Plan No: LANOP713-G
 •Date: 20/05/2011 • NTS
 Note: All areas and dimensions subject to detail survey.

Suite 8, Level 3 26 Cadernagh Street
 Liverpool NSW 2170
 T (+61) 9631 9877
 F (+61) 9631 3626
 E dsp@dpstrategies.com.au

ORD06

Attachment 1

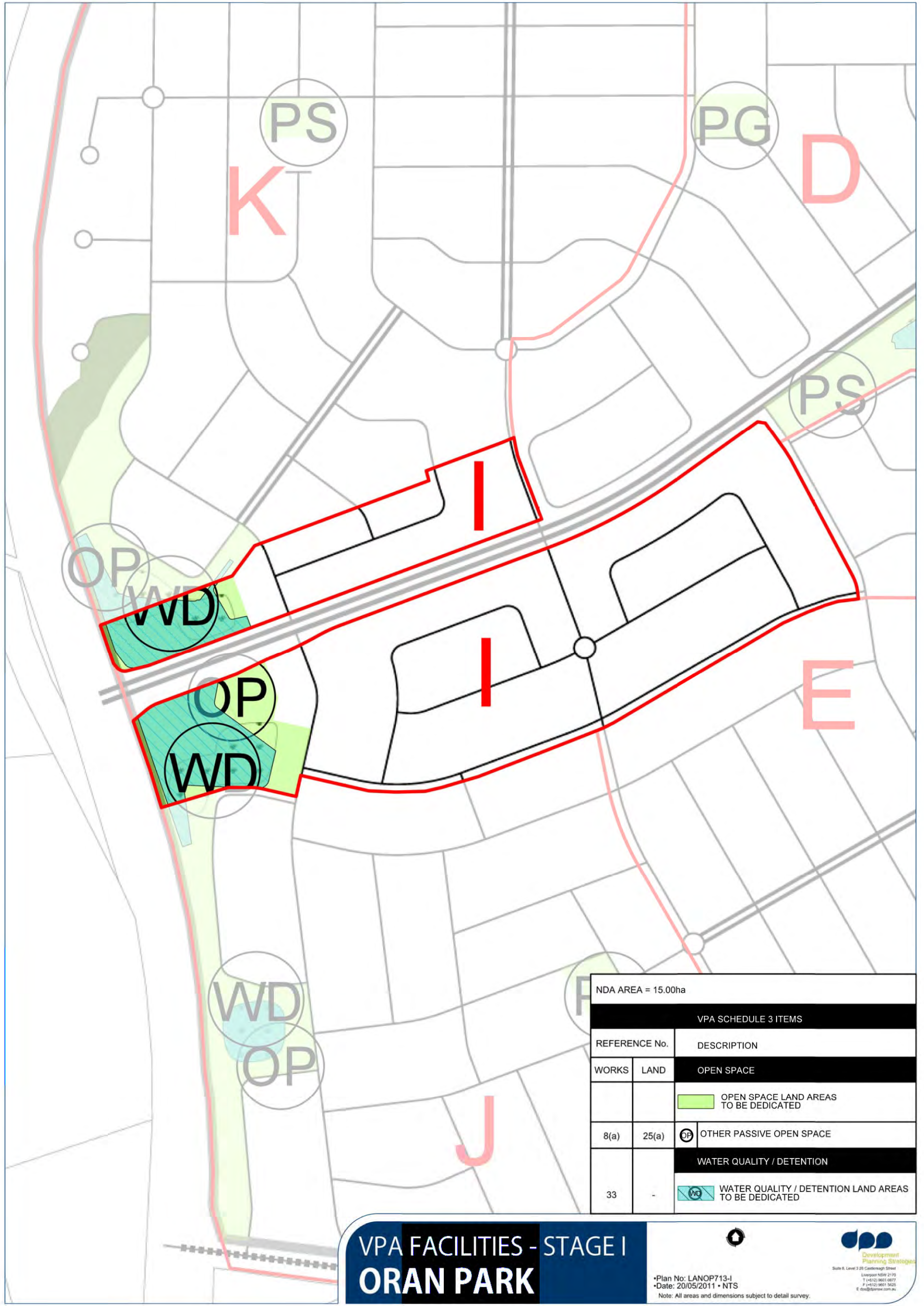


NDA AREA = 9.69ha
 (Includes Mixed Use / Retail Land)

VPA FACILITIES - STAGE H
ORAN PARK

• Plan No: LANOP713-H
 • Date: 20/05/2011 • NTS
 Note: All areas and dimensions subject to detail survey.





NDA AREA = 15.00ha

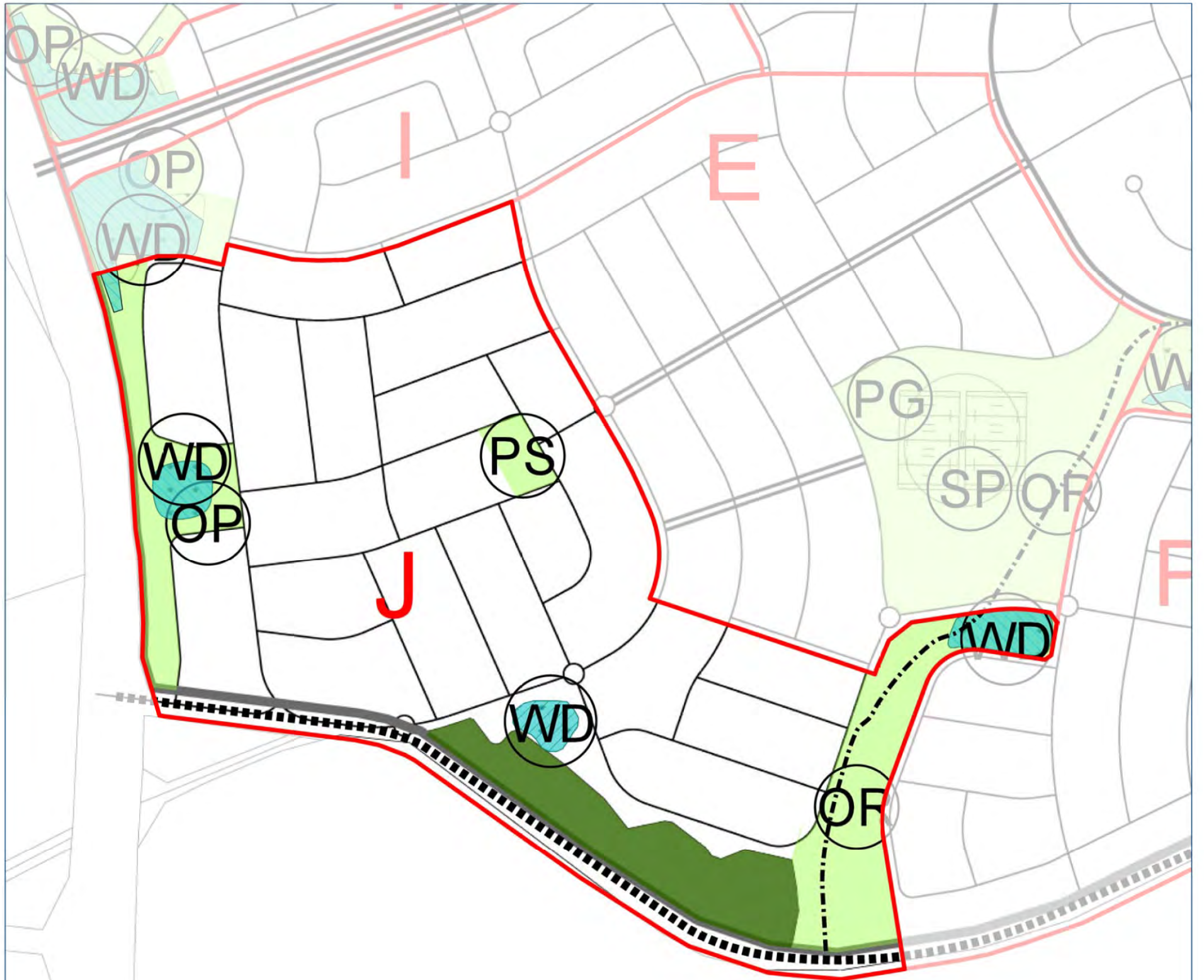
VPA SCHEDULE 3 ITEMS	
REFERENCE No.	DESCRIPTION
OPEN SPACE	
	OPEN SPACE LAND AREAS TO BE DEDICATED
8(a)	25(a) OTHER PASSIVE OPEN SPACE
WATER QUALITY / DETENTION	
33	WATER QUALITY / DETENTION LAND AREAS TO BE DEDICATED

VPA FACILITIES - STAGE I
ORAN PARK

•Plan No: LANOP713-I
 •Date: 20/05/2011 • NTS
 Note: All areas and dimensions subject to detail survey.

ORD06

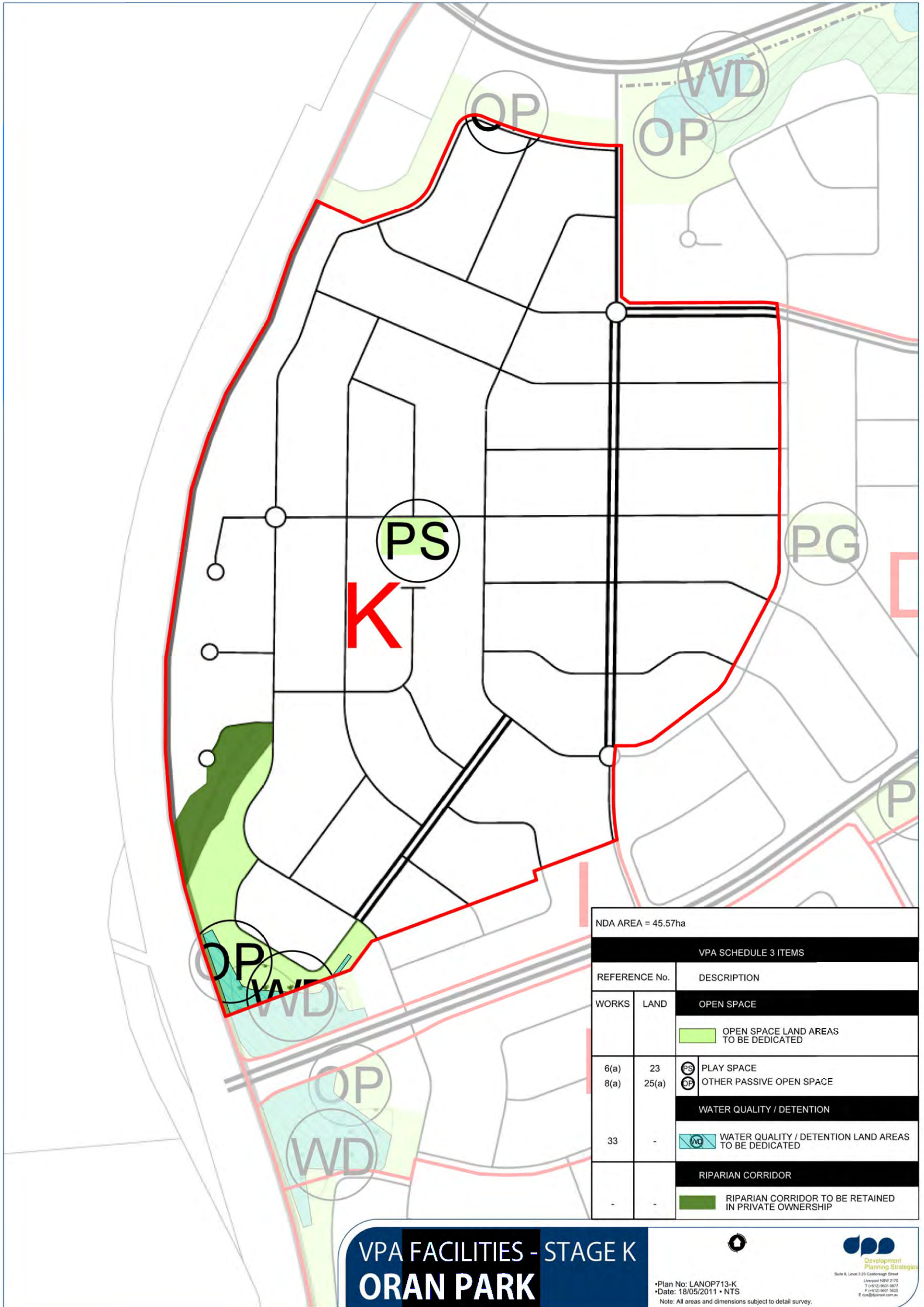
Attachment 1



NDA AREA = 31.76ha	
VPA SCHEDULE 3 ITEMS	
REFERENCE No.	DESCRIPTION
WORKS	LAND
	OPEN SPACE
	OPEN SPACE LAND AREAS TO BE DEDICATED
6(a)	23 PLAY SPACE
8(a)	25(a) OTHER PASSIVE OPEN SPACE
9(a)	25(a) OTHER PASSIVE OPEN SPACE (RIPARIAN STYLE)
TRANSPORT MANAGEMENT FACILITIES	
14(a)	- CYCLEWAYS / PATHS
12(a)	- UPGRADE RURAL ROADS
WATER QUALITY / DETENTION	
33	- WATER QUALITY / DETENTION LAND AREAS TO BE DEDICATED
RIPARIAN CORRIDOR	
-	- RIPARIAN CORRIDOR TO BE RETAINED IN PRIVATE OWNERSHIP

VPA FACILITIES - STAGE J
ORAN PARK

•Plan No: LANOP713-J
 •Date: 20/05/2011 • NTS
 Note: All areas and dimensions subject to detail survey.



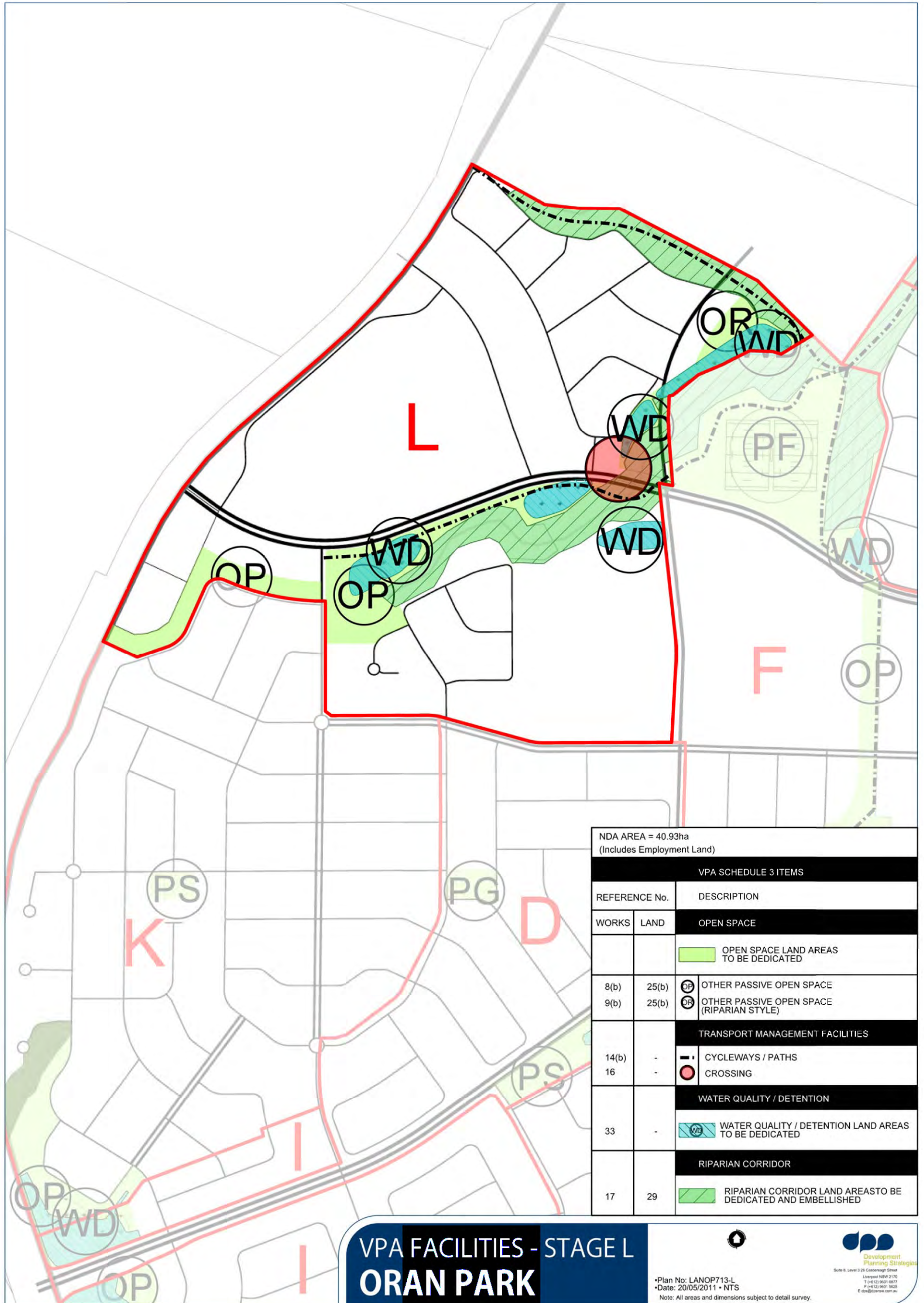
**VPA FACILITIES - STAGE K
ORAN PARK**

•Plan No: LANOP713-K
•Date: 18/05/2011 • NTS
Note: All areas and dimensions subject to detail survey.



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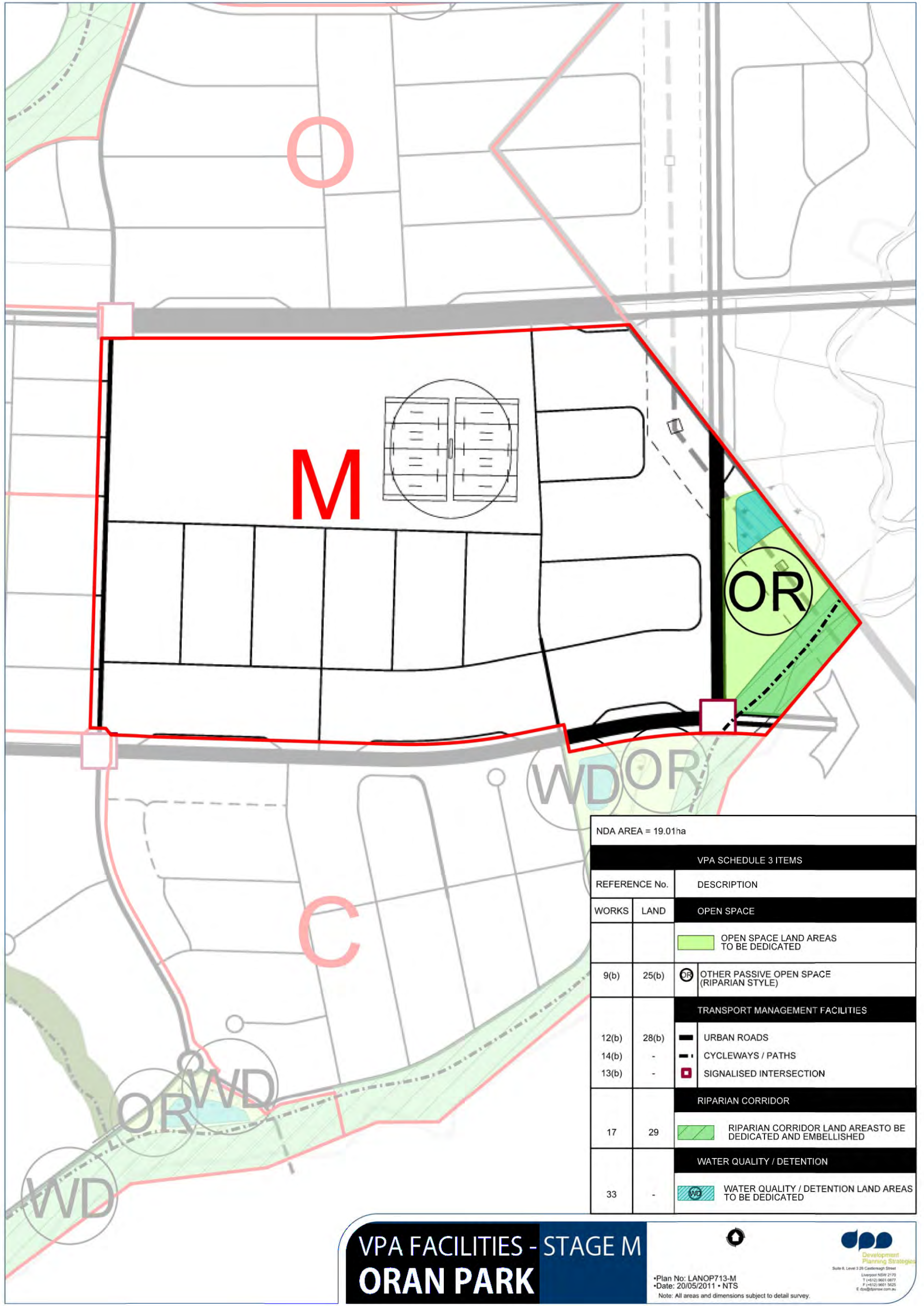
Attachment 1



**VPA FACILITIES - STAGE L
ORAN PARK**

• Plan No: LANOP713-L
 • Date: 20/05/2011 • NTS
 Note: All areas and dimensions subject to detail survey.





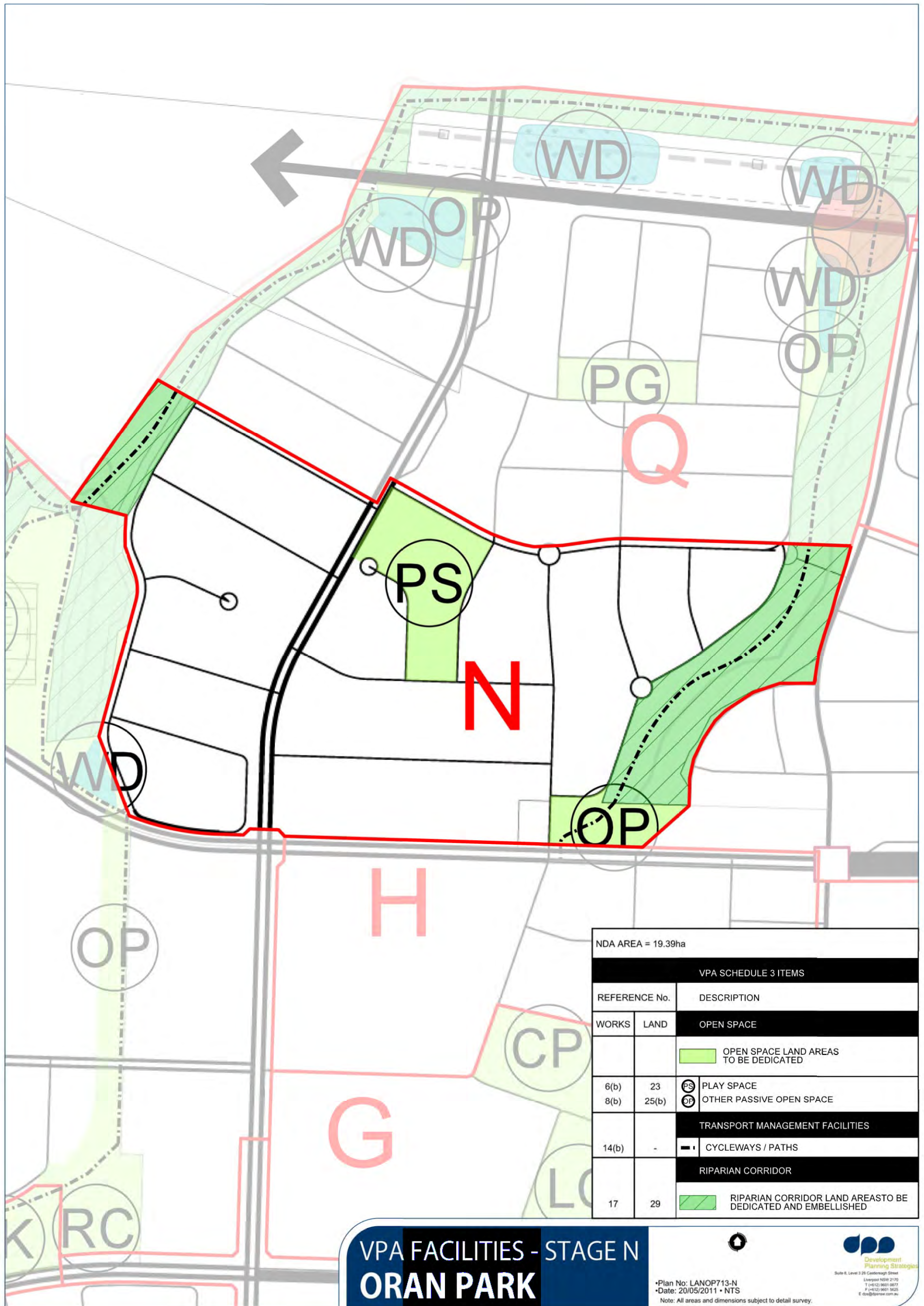
VPA FACILITIES - STAGE M
ORAN PARK

•Plan No: LANOP713-M
•Date: 20/05/2011 • NTS
Note: All areas and dimensions subject to detail survey.



ORD06

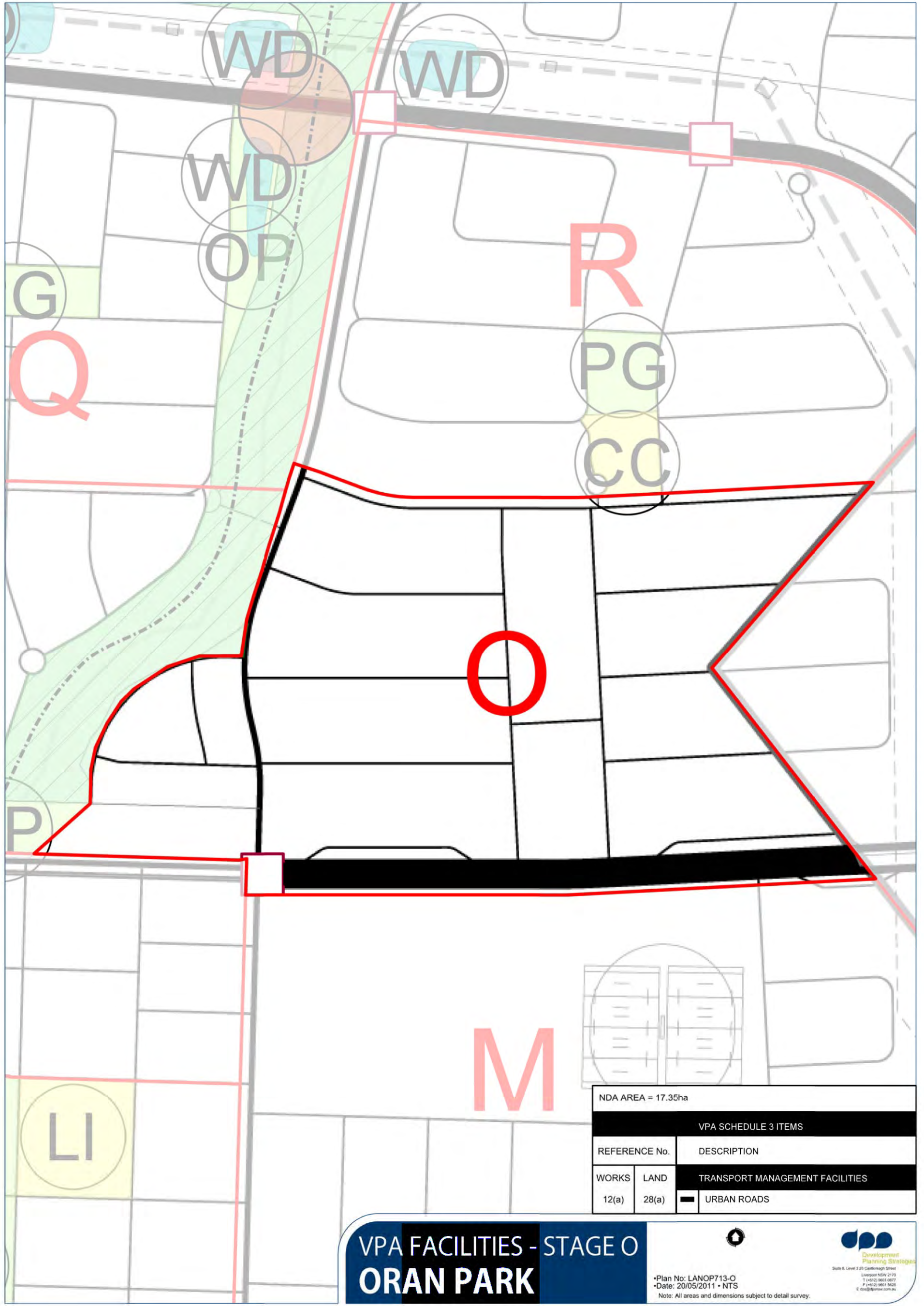
Attachment 1



**VPA FACILITIES - STAGE N
ORAN PARK**

• Plan No: LANOP713-N
• Date: 20/05/2011 • NTS
Note: All areas and dimensions subject to detail survey.





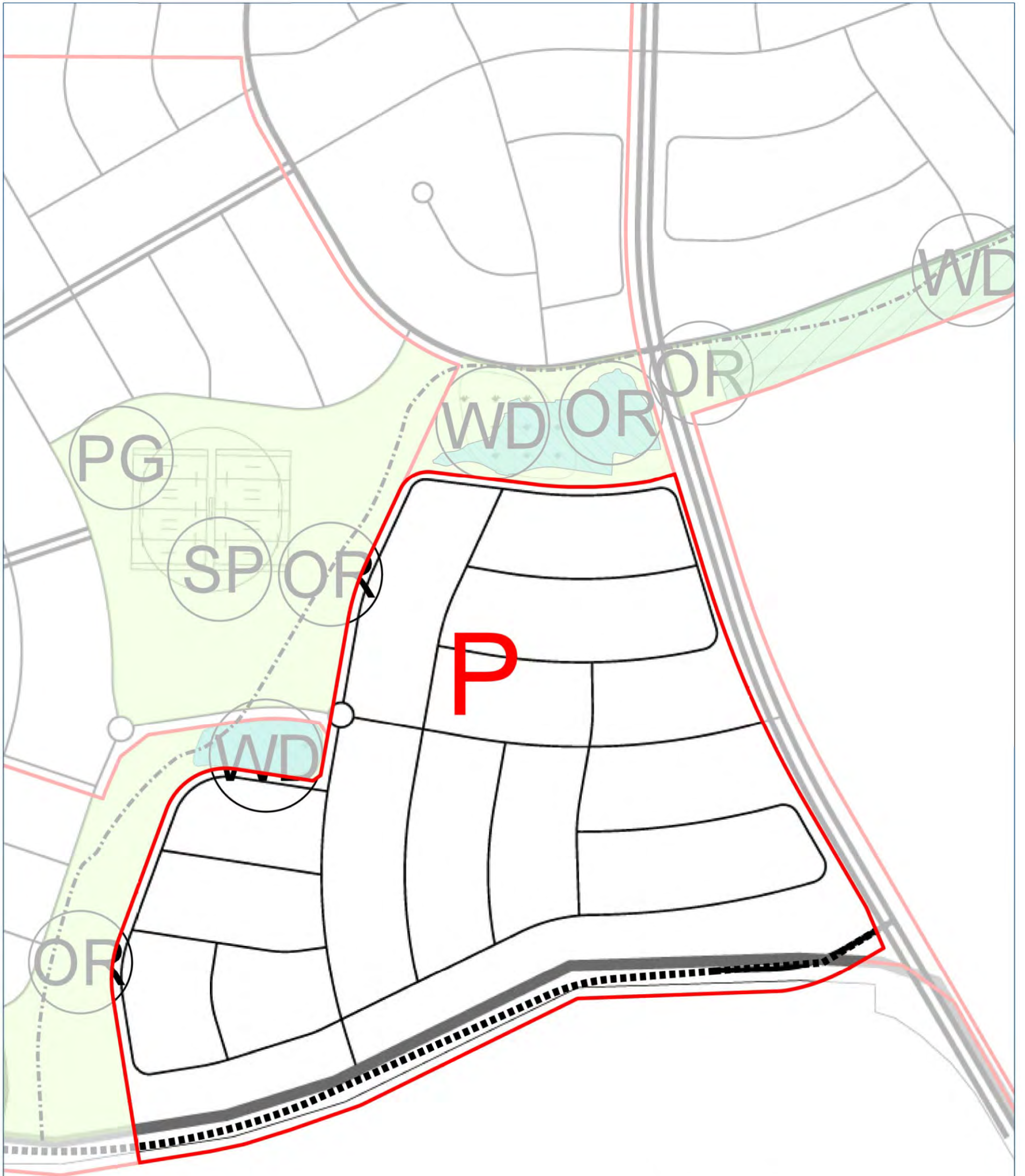
VPA FACILITIES - STAGE 0
ORAN PARK

•Plan No: LANOP713-O
 •Date: 20/05/2011 • NTS
 Note: All areas and dimensions subject to detail survey.

Development Planning Strategies
 Suite 8, Level 3 26 Castlereagh Street
 Liverpool NSW 2170
 T: (615) 9601 0877
 F: (615) 9601 3626
 E: dsp@dpstrategies.com.au

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Attachment 1



NDA AREA = 23.87ha			
VPA SCHEDULE 3 ITEMS			
REFERENCE No.		DESCRIPTION	
WORKS	LAND	TRANSPORT MANAGEMENT FACILITIES	
12(b)	-	■ ■	UPGRADE RURAL ROADS

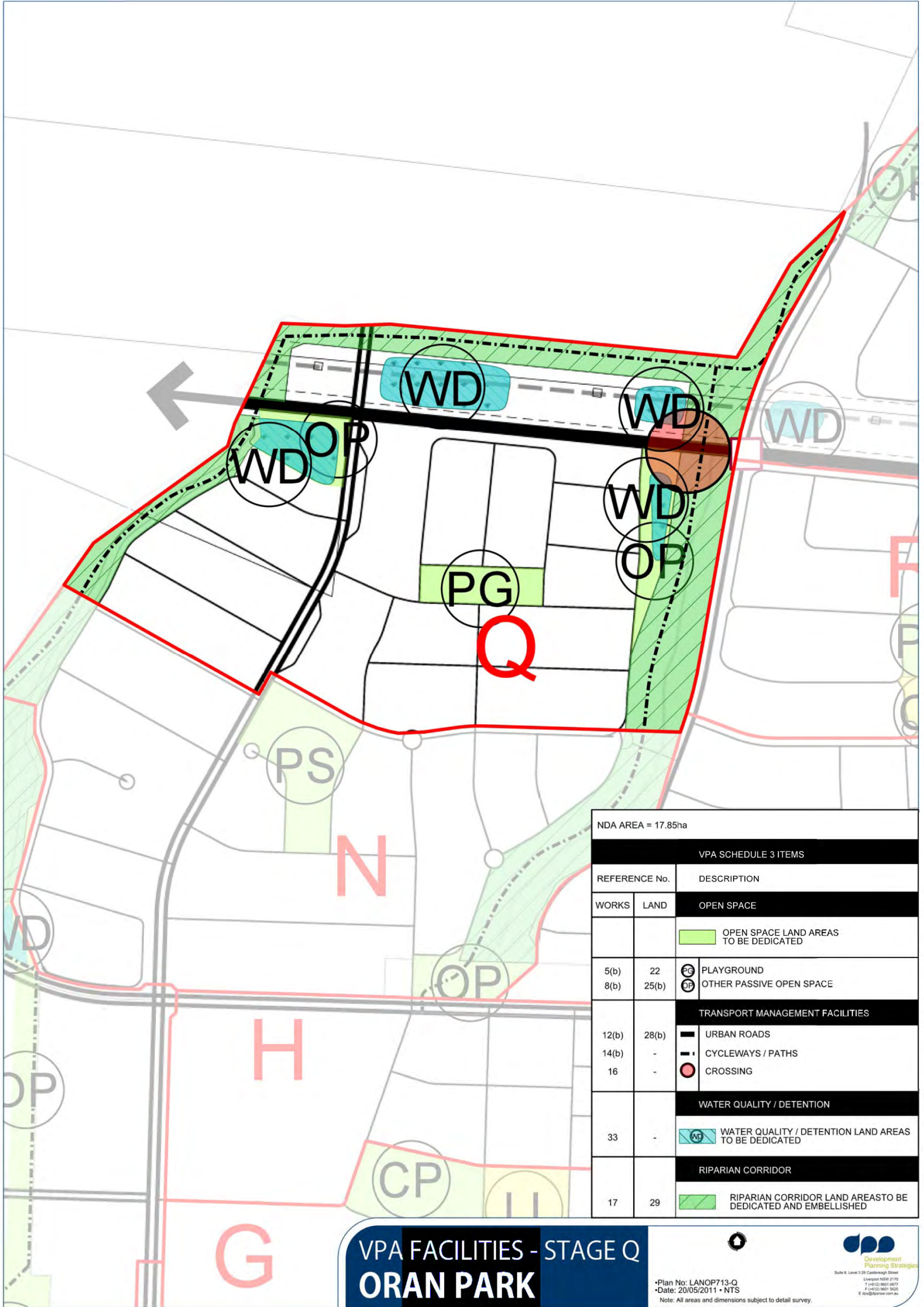
VPA FACILITIES - STAGE P

ORAN PARK



Development Planning Strategies
 Suite 8, Level 2/25 Cadellagh Street
 Liverpool NSW 2170
 T (+61) 2 9611 9877
 F (+61) 2 9611 9625
 E dps@dpsnsw.com.au

• Plan No: LANOP713-P
 • Date: 20/05/2011 • NTS
 Note: All areas and dimensions subject to detail survey.



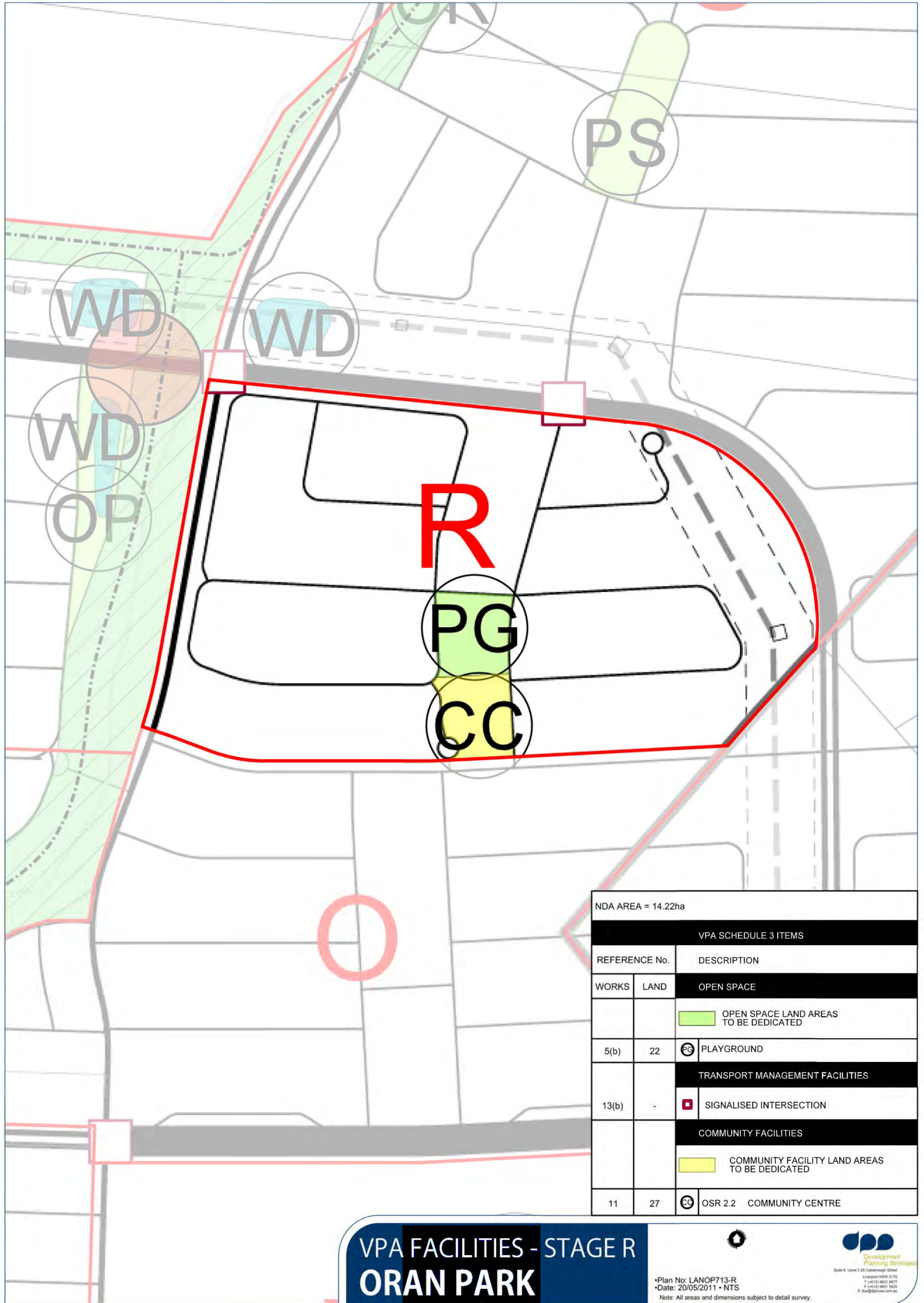
VPA FACILITIES - STAGE Q
ORAN PARK

•Plan No: LANOP713-Q
•Date: 20/05/2011 • NTS
Note: All areas and dimensions subject to detail survey.

Development Planning Strategies
Suite 8, Level 3 26 Castlereagh Street
Liverpool NSW 2170
T: (612) 9601 0877
F: (612) 9601 3626
E: dsp@dpss.com.au

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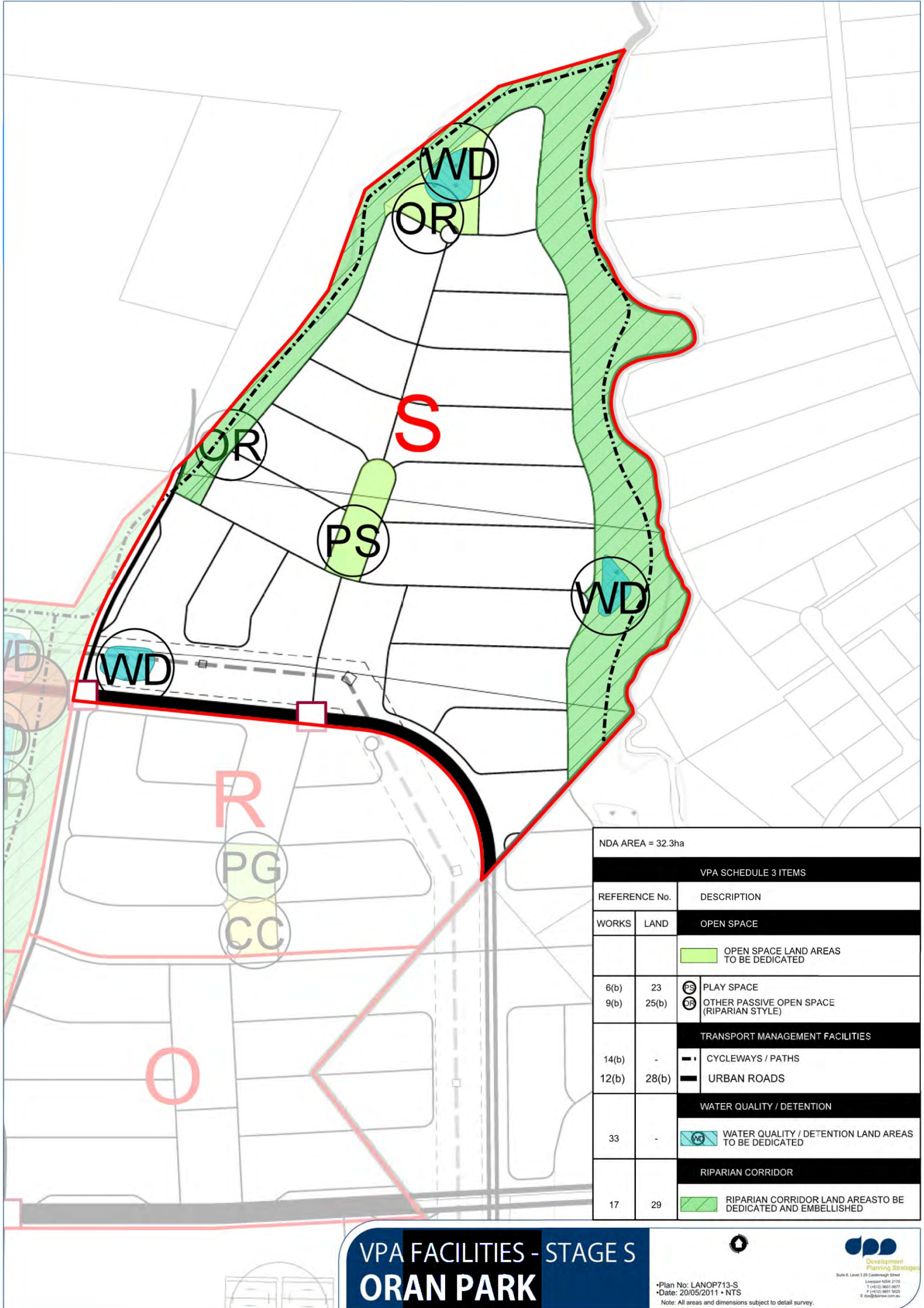
Attachment 1



VPA FACILITIES - STAGE R
ORAN PARK

•Plan No: LANOP713-R
 •Date: 20/05/2011 • NTS
 Note: All areas and dimensions subject to detail survey.





**VPA FACILITIES - STAGE S
ORAN PARK**

•Plan No: LANOP713-S
•Date: 20/05/2011 • NTS
Note: All areas and dimensions subject to detail survey.



ORD06

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
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Schedule 2

(Clause 1.1)

The Development

Development of the Land for urban purposes, involving the subdivision of the Land to accommodate approximately 5,500 dwellings and non residential development, and associated infrastructure.

Attachment 1

Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
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Schedule 3
 (Clause 7)

Development Contributions

Part A - Development Contributions Table

Column 1 Contribution Item	Column 2 Public Purpose	Column 3 Nature/ Extent	Column 4 Timing	Column 5 Contribution Value	Column 6 Responsible Party
Carrying out of works					
1. Leisure Centre	Open space and recreation	Construction of a leisure centre including: • 25 m pool • Free form leisure pool and teaching	Prior to the issue of the Subdivision Certificate for the 3,500th Final Lot	\$21,150,079	GDC 1

Prepared by Lindsay Taylor Lawyers on behalf of Camden Council

Attachment 1

ORD06

Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
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			<ul style="list-style-type: none"> pool • Two court hall/auditorium • Fitness centre • Creche centre • Public art component at 2% of the base building cost 			
2. Recreation and Youth centre	Open space and recreation	A recreation and youth centre adjacent to the Town Centre with all facility inclusions listed in the CP.	Prior to the issue of the Subdivision Certificate for the 4,000th Final Lot	\$10,619,613	GDC 1	
3. Sports Park	Open space and recreation	A sports park on a 5.8ha site in the south-central part of the Oran Park Precinct with inclusions that generally reflect the specifications for Sports Park Ground 1 in the CP.	Prior to the issue of the Subdivision Certificate for the 2,500th Final Lot	\$6,711,847	GDC 1	
4. Playing Fields	Open space and recreation	(a) One double playing field on a site north west of the Town Centre meeting the specifications provided in the CP.	Prior to the issue of the Subdivision Certificate for the 1,200th Final Lot	\$2,974,509	GDC 1	
		(b) A single playing field on a site to the south of the Town Centre within Wayne	Prior to the issue of the Subdivision Certificate for the	Nil	GDC 1	

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			Gardner Reserve.	300th Final Lot		
5. Children's Playgrounds	Open space and recreation	(a) Three (3) playgrounds on the Land	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	\$403,050	GDC 1	
		(b) Two (2) playgrounds on the Land	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	\$403,050	GDC 2	
6. Children's Play-spaces	Open space and recreation	(a) Five (5) play-spaces on the Land	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	\$403,050	GDC 1	

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				the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.		
		(b) Two (2) play-spaces on the GDC 2 Land		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	\$403,050	GDC 2
7. Community Parks/Green Spaces	Open space and recreation	A community park of 10,000m ² in the Town Centre meeting the specifications proposed in the CP.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 75% or more of the total NDA of the Stage.	\$1,148,693	GDC 1
8. Other Passive Open	Open space and	(a) Embellishment of passive open space		Prior to the issue of a	\$5,204,660	GDC 1

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Space	recreation	on GDC 1 Land meeting the specifications proposed in the CP.	Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$1,869,175	GDC 2
		(b) Embellishment of passive open space on GDC 2 Land meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.		
9. Other Passive Open Space – Riparian Style Embellishment	Open space and recreation	(a) Embellishment of riparian style passive open space on GDC 1 Land meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$870,588	GDC 1

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			more of the total NDA of the Stage.	Nil	GDC 2
	Open space and recreation	(b) Embellishment of riparian style passive open space on GDC 2 Land meeting the specifications proposed in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.		
10. Branch Library/Community Resource Centre	Community facility	A branch library/community resource centre on a site of 6,805m ² in the Town Centre in the vicinity of the Town Park at an exact location agreed between the Parties.	Prior to the issue of the Subdivision Certificate for the 3,000th Final Lot	\$7,861,445	GDC 1
11. Multi-purpose Community Centre	Community facility	One multi-purpose community centre in the general location identified in the CP.	Prior to the issue of the Subdivision Certificate for the 4,500th Final Lot	\$1,607,646	GDC 2
12. Urban and Rural Roads	Roads and traffic management	(a) The Urban and Rural Roads identified in the CP that traverse the GDC 1 Land in accordance with the specifications provided in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the area of the Final Lots within the Relevant Stage in respect of	\$5,362,150	GDC 1

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			which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.		
		(b) The Urban and Rural Roads identified in the CP that traverse the GDC 2 Land in accordance with the specifications provided in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$6,853,643	GDC 2
13. Signalised Intersections	Roads and traffic management	(a) Two (2) intersections on GDC 1 Land in the general locations shown in the CP.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$533,400	GDC 1
		(b) Four (4) intersections on GDC 2 Land in the general locations shown in the CP.	Prior to the issue of a Subdivision Certificate for the	\$1,066,800	GDC 2

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14. Cycleways	Roads and traffic management	(a) The cycleways identified on GDC 1 Land in the CP in accordance with the requirements in the CP plus extensions connecting these links to the residential areas proposed in the Development and Town Centre.	creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$758,575	GDC 1
		(b) The cycleways identified on GDC 2 Land in the CP in accordance with the requirements in the CP plus extensions connecting these links to the residential areas proposed in the Development and Town Centre.	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$1,119,367	GDC 2

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				Stage.		
15. Bus Stops	Roads and traffic management	Sixteen bus stops in locations to be agreed between the Developer and Council.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage, and subject to a bus servicing strategy being agreed to between the Parties	\$274,440	GDC 1 and GDC 2
16. Water Crossings	Roads and traffic management	Two (2) crossings that are located entirely within the GDC 2 Land. This comprises one (1) crossing type identified as T6.3 in the CP and one (1) crossing type identified as T6.5 in the CP.		Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates have been issued to 90% or more of the total NDA of the Stage.	\$3,513,773	GDC 2
17. Embellishment of Riparian Land	Open Space and recreation	Embellishment of Riparian Land (Item 29) in accordance with the Riparian Corridor Land Policy, and any vegetation		Not applicable	Nil	GDC 1 and GDC 2

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		management plan and plan of management approved by Council for the Riparian Land..			
Dedication of Land					
18. Leisure Centre	Open space and recreation	Dedication of 1.1ha site on which Item 1 is located.	On completion, within the meaning of this Agreement, of Item 1, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$1,122,000	GDC 2
19. Recreation and Youth Centre	Open space and recreation	Dedication of 0.77ha site on which Item 2 is located (but excluding land on which the BMX and skate park facilities are located).	On completion, within the meaning of this Agreement, of Item 2, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$785,400	GDC 1
20. Sports Park	Open space and recreation	Dedication of 5.8ha site on which Item 3 is located.	On completion, within the meaning of this Agreement, of Item 3, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$5,916,000	GDC 1
21. Playing Fields	Open space and recreation	Dedication of 6.98ha site on which Items	On completion, within the	\$2,754,000	GDC 2

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	recreation	4(a) and 4(b) are located.	meaning of this Agreement, of Items 4(a) and 4(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.		
22. Children's Playgrounds	Open space and recreation	Dedication of 1.34ha site in which Items 5(a) and 5(b) are located.	On completion, within the meaning of this Agreement, of Items 5(a) and 5(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$1,224,000	GDC1 and GDC 2
23. Children's Play-spaces	Open space and recreation	Dedication of 2.06ha site on which Items 6(a) and 6(b) are located	On completion, within the meaning of this Agreement, of Items 6(a) and 6(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$1,224,000	GDC1 and GDC 2
24. Community Parks/Green Spaces	Open space and recreation	Dedication of the 10,000m ² site on which Item 7 is to be located.	On completion, within the meaning of this Agreement, of Items 7, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$510,000	GDC 2
25. Other Passive Open Space	Open space and	(a) Dedication of 14.03ha site on which	On completion, within the meaning of this Agreement, of	\$14,310,600	GDC1

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Embellishment and Other Passive Open Space – Riparian Style Embellishment	recreation	Item 8(a) and Item 9(a) are located.	Items 8(a) and 9(a), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$3,556,944	GDC 2
		(b) Dedication of 6.36ha site on which Item 8(b) and Item 9(b) is located.	On completion, within the meaning of this Agreement, of Items 8(b) and 9(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.		
26. Branch Library/Community Resource Centre	Community facilities	Dedication of 6,805m ² site on which Item 10 is to be located.	On completion, within the meaning of this Agreement, of Item 10, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$694,110	GDC 2
27. Multi-Purpose Community Centre	Community facilities	Dedication of the 1,102m ² site on which Item 11 is located.	On completion, within the meaning of this Agreement, of Item 11, and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$115,005	GDC 2
28. Urban and Rural	Roads and traffic	(a) Dedication of land on which Item 12(a)	On completion, within the meaning of this Agreement, of	\$3,929,407	GDC 1

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Roads	Management	is located.	Item 12(a), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.		
		(b) Dedication of land on which Item 12(b) is located.	On completion, within the meaning of this Agreement, of Item 12(b), and otherwise in accordance with this Agreement, or at such later date as agreed by Council.	\$5,090,657	GDC 2
29. Riparian Land	Open Space, Recreation, and Environmental Conservation	Dedication of 36ha of riparian corridor land, as agreed between the Parties, in accordance with the Riparian Corridor Land Policy and this Agreement.	Within 28 days of completion of the Riparian Works (Item 17), or at such later date as agreed by Council.	Nil	GDC 1 and GDC 2
Monetary Contribution					
31. Monetary Contribution	Various	An amount determined by deducting the Contribution Value for all Contribution Items (other than Items 30, 32(a), 32(b) and 33) from the amount that would otherwise be payable by GDC 1, GDC 2 and Landcom in respect of the Development, under the CP	Payment of \$12,472 per lot prior to the issue of the Subdivision Certificate for the last 1,500 Final Lots.	\$18,707,379	GDC 2

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32. Monetary Contribution	Administration	(a) An amount which is one third of the total project management costs incurred by GDC 1 in respect of all items involving Works provided to Council under this Agreement. (b) An amount which is one third of the total project management costs incurred by GDC 2 in respect of all items involving Works provided to Council under this Agreement.	Prior to the issue of the Subdivision Certificate for each Final Lot	\$2,227 per ha of NDA up to a maximum of \$472,240	GDC 1
33. Monetary Contribution	Off-site water cycle management	An amount to be applied by the Council toward the provision of water cycle management facilities generated by the Development but located outside of the Land.	Prior to the issue of the Subdivision Certificate for each Final Lot in Stages O and R	\$17,132 per ha of NDA up to a maximum of \$511,898	GDC 2
Miscellaneous					
34. Water Cycle Management	Water cycle management	Water cycle management works are to be constructed in accordance with a water cycle management strategy approved by the Council. The water cycle management strategy is to achieve the water outcomes and objectives for each sub-catchment covered by the CP and incorporate a range	Prior to the issue of a Subdivision Certificate for the creation of Final Lots within the Relevant Stage which will take the area of the Final Lots within the Relevant Stage in respect of which Subdivision Certificates	Nil	GDC 1 and GDC 2

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			of engineering devices including wetlands, bioretention, dry basins and open water bodies.	have been issued to 90% or more of the total NDA of the Stage.	
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Part B - Details of Development Contributions

Note: The net developable areas and the areas of land to be dedicated in each Stage are approximate and are likely to change throughout the life of the Development.

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
A	21.9	4	Playing Fields	A single playing field on a site to the south of the Town Centre within Wayne Gardher Reserve.	32,300
		5	Playground	One (1) playground	
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	
		14	Cycleways	Cycleways identified in the CP plus extensions	
					Located within open space or riparian land.
					Located within open space or riparian

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Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
B	32.1	12 and 13	Urban Roads	Part of Peter Brook Drive Two (2) signalised intersections	land.
		17	Embellishment of Riparian Lands		49,300
		6	Play Space	One (1) play space	24,900
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
C	15.2	14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		6	Play Space	One (1) play space	10,100
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	

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Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*	
D	21.0	34	Water Cycle Management	Water Detention	Located within open space or riparian land.	
		12	Urban Roads	Part of Peter Brook Drive		
		14	Cycleways	Cycleways identified in the CP plus extensions	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands			34,100
		5	Playground	One (1) playground	One (1) playground	56,200
		6	Play Space	One (1) play space	One (1) play space	
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	
		2	Recreation and Youth Facility (part)	Skate Park and BMX Facility	Skate Park and BMX Facility	
		34	Water Cycle Management	Water Detention	Water Detention	Located within open space land.
		14	Cycleways	Cycleways identified in the CP plus extensions	Cycleways identified in the CP plus extensions	Located within open space or riparian

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Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
E	25.4	3	Sports Park	A sports park in the south-central part of the Oran Park Precinct with inclusions that generally reflect the specifications for Sports Park Ground 1 in the CP.	land.
				One (1) playground.	79,000
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
				Cycleways identified in the CP plus extensions.	
		14	Cycleways	Located within open space or riparian land.	
F	10.8	4	Playing Fields	One double playing field on a site north west of the Town Centre meeting the specifications provided in the CP.	68,300
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	

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Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
G	8.1	2	Recreation and Youth Centre (part)	A recreation and youth centre adjacent to the Town Centre with all facility inclusions listed in the CP except the Skate Park and BMX Facility.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		35,100
		10	Library	A branch library/community resource centre in the Town Centre	6,805
		1	Leisure Centre	Construction of a leisure centre including: \$ 25 m pool; \$ Free form leisure pool and teaching pool; \$ Two court hall/auditorium; \$ Fitness centre; \$ Creche centre;	11,000

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Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
				\$ Public art component at 2% of the base building cost.	
		7	Community Park	A community park in the Town Centre meeting the specifications proposed in the CP.	
H	9.7		Nil		
I	15.0	8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	27,300
		34	Water Cycle Management	Water Detention	Located within open space land.
J	31.8	6	Play Space	One (1) play space	59,900
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space land.

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Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
K	45.5	12	Rural Roads	Upgrade part of Cobbitty Road	Located within open space or riparian land.
		14	Cycleways	Cycleways identified in the CP plus extensions	
		6	Play Space	One (1) play space	17,600
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	
L	40.9	34	Water Cycle Management	Water Detention	
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	49,900
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		16	Water Crossing	Crossing type T6.5 identified in the CP	

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Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
M	19.0	14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		42,500
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	5,400
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
N	19.4	12 and 13	Urban Roads	Part of Peter Brock Drive Part of East-West Road 2 identified in the CP One (1) signalised intersection	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		7,100
		6	Play Space	One (1) play space	10,400

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Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan.	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		29,400
O	17.3	12 and 13	Urban Roads	Part of Transit Boulevard One (1) signalised intersection	
P	23.9	12	Rural Roads	Upgrade part of Cobbitty Road	
Q	17.8	5	Playground	One (1) playground	14,600
		8	Other Passive Open Space	Embellishment of passive open space land in accordance with the specification proposed in the Contributions Plan	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		16	Water Crossing	Crossing type T6.3 identified in the CP	

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Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
		12	Urban Roads	Part of East-West Road 2 identified in the CP	
		14	Cycleways	Cycleways identified in the CP plus extensions	Located within open space or riparian land.
		17	Embellishment of Riparian Lands		61,900
R	14.2	11	Community Centre	One multi-purpose community centre in the general location identified in the CP.	1,128
		5	Playground	One (1) playground	3,000
		6	Play Space	One (1) play space	12,300
		9	Other Passive Open Space (Riparian)	Embellishment of riparian style passive open space meeting the specifications in the Contributions Plan.	
		34	Water Cycle Management	Water Detention	Located within open space or riparian land.
		12 an 13	Urban Roads	Part of East-West Road 2 identified in the CP	
		14	Cycleways	Two (2) signalised intersections Cycleways identified in the CP plus extensions	Located within open

Prepared by Lindsay Taylor Lawyers on behalf of Camden Council

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Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
 Landcom

Stage	Approximate Net Developable Area in Stage (ha)*	Contribution Item Reference No.	Contribution item	Description of Works	Indicative total area of land to be dedicated (m ²)*
		17	Embellishment of Riparian Lands		space or riparian land. 96,300

Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
 Landcom

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Execution

Executed as an Agreement

Dated:

 Executed on behalf of the Council

General Manager

Witness/Name/Position

 Executed on behalf of Greenfields Development Company Pty Limited in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position

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Oran Park Urban Release Area Planning Agreement
 Camden Council
 Greenfields Development Company Pty Limited
 Greenfields Development Company No. 2 Pty Limited
 Leppington Pastoral Company Pty Limited
 Landcom

Executed on behalf of Greenfields Development Company No.2
 Pty Limited in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position

Executed on behalf of Leppington Pastoral Company Pty
 Limited in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position

Executed on behalf of Landcom by me, Sean O'Toole, Managing Director, as
 Delegate of Landcom and I hereby certify that I have no notice of revocation of such delegation:

Sean O'Toole, Managing Director

Name/Position

Oran Park Urban Release Area Planning Agreement
Camden Council
Greenfields Development Company Pty Limited
Greenfields Development Company No. 2 Pty Limited
Leppington Pastoral Company Pty Limited
Landcom

Appendix

(Clause 60)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

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Planning Agreement Explanatory Note

Attachment 2

Oran Park Urban Release Area

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Oran Park Town
May 2011

Executive summary

Landcom and Greenfields Development Company Pty Ltd are developing land within the Oran Park Precinct for over 5,500 dwellings, the Oran Park Town Centre, and a full range of infrastructure to service the future community.

So that Council's and the developers' infrastructure objectives for this area can be achieved, the developers propose to enter into a planning agreement under section 93F of the EP&A Act with Camden Council to:

- dedicate land and construct facilities identified in Council's section 94 Contributions Plan;
- dedicate land and construct facilities that the Contributions Plan identified as being provided in the adjoining Marylands Precinct;
- make settle-up monetary contributions to the Council that can then be used by the Council to deliver other infrastructure included in the Contributions Plan and required by the development; and
- embellish and dedicate to the Council over 36 hectares of land within riparian corridors in accordance with Council's Dedication of Riparian Corridors Policy.

This Explanatory Note provides a summary explanation and assessment of the proposed planning agreement.

The Explanatory Note has been prepared in accordance with the requirements for planning agreement explanatory notes contained in clause 25E of the EP&A Regulation. Various sections of this document refer to and respond to those requirements.

Planning Agreement Explanatory Note
Oran Park Urban Release Area
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1. Preliminary

1.1 Background

The Camden Council and community are faced with a significant challenge. It is projected that the Camden Local Government Area will experience an increase in population from 50,000 to 250,000 over the next 25 years, mostly as a result of new housing in the South West Growth Centre.

Camden Council will be the lead agency responsible for ensuring that this development occurs in an orderly, economic and sustainable manner. In particular it will provide or oversee the delivery of most of the infrastructure supporting the new development including local and collector road networks, stormwater facilities, public open space land and recreation facilities, community facilities and environmental management works.

The Oran Park Precinct will accommodate a significant share of the development likely to occur in Camden LGA over the next 20 or so years. Landcom and Greenfield Development Company Pty Ltd (GDC) are jointly developing over 5,500 homes in the Precinct as well as the entire Oran Park Town Centre.

Council's Oran Park and Turner Road Precincts Section 94 Contributions Plan (2008) (the **Contributions Plan**) addresses the local infrastructure necessary to support future development at Oran Park. The infrastructure included in that plan forms the basis of a possible arrangement (i.e. a 'planning agreement') between Council and the developers. Rather than the developer paying Council the relevant development contributions, with Council then up-scaling its operations to deliver the necessary infrastructure, the agreement would provide that the developer deliver the local infrastructure directly.

In addition to the land and works in the Contributions Plan, the planning agreement would also address the provision of other facilities, including land in riparian corridors.

For the purposes of the planning agreement, Landcom is developing part of the site in partnership with GDC. The Greenfields Development Company has formed a subsidiary company GDC 2, which will be responsible for developing the other part of the site. Leppington Pastoral Company Pty Ltd is a party to the proposed agreement because it is an owner of land to which the planning agreement applies.

1.2 Purpose of this document

This Explanatory Note provides a summary explanation of the proposed planning agreement between the parties.

Specific purposes of this Explanatory Note include the following:

- To provide relevant information for the Council to assess the developer's offer to dedicate land free of cost, provide material public benefits and pay monetary contributions in relation to the development of the Oran Park Precinct.
- To provide the community with a general outline of the scope and value of the developer's offer so as to assist them to understand the legal agreement and to enable them to make relevant comments during the period of public exhibition of the proposed planning agreement.

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Planning Agreement Explanatory Note
Oran Park Urban Release Area
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- To satisfy the statutory obligations in the Environmental Planning and Assessment Act 1979 (EP&A Act and EP&A Regulation) for a 'plain English' Explanatory Note; and
- For general community information purposes.

This document should not be used in the place of the legal agreement and where there is a perceived or actual inconsistency, the legal agreement shall prevail.

1.3 What is a planning agreement?

Under section 93F(1) of the EP&A Act:

A planning agreement is a voluntary agreement or other arrangement under this Division between a planning authority (or 2 or more planning authorities) and a person (the developer):

- (a) who has sought a change to an environmental planning instrument, or*
- (b) who has made, or proposes to make, a development application, or*
- (c) who has entered into an agreement with, or is otherwise associated with, a person to whom paragraph (a) or (b) applies,*

under which the developer is required to dedicate land free of cost, pay a monetary contribution, or provide any other material public benefit, or any combination of them, to be used for or applied towards a public purpose.

The proposed planning agreement has been prepared under the above terms, specifically section 93F(1)(b) in that the developers propose to make a development application to Camden Council.

1.4 Purpose of planning agreements

A planning authority (including a council) and / or a developer may choose to use a planning agreement for a variety of reasons including the following:

- To mitigate the external impacts of development on surrounding land and communities.
- To increase the involvement of developers in determining the type, standard, location of such facilities and when facilities will be provided.
- As a flexible means of achieving tailored development outcomes and targeted public benefits.
- To provide enhanced and more flexible infrastructure funding and delivery opportunities for councils and other planning authorities.
- To enable public private partnerships to occur.¹

The proposed planning agreement has been prepared for most of the above the purposes.

¹ Section 6.2 of the Draft Local Development Contributions Guidelines, November 2009, prepared by the NSW Department of Planning

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1.5 What is included in a planning agreement?

The EP&A Act (section 93F(3)) outlines the matters to be included in a planning agreement. These are listed below and responses to each of these issues are included in Part 2 of this Explanatory Note.

- a description of the land to which the agreement applies;
- a description of the development to which the agreement applies;
- the nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made;
- in the case of development, whether the agreement excludes (wholly or in part) or does not exclude the application of section 94, 94A or 94EF to the development;
- if the agreement does not exclude the application of section 94 to the development, whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 94;
- a mechanism for the resolution of disputes under the agreement; and
- the enforcement of the agreement by a suitable means, such as the provision of a bond or guarantee, in the event of a breach of the agreement by the developer.

1.6 Requirement to prepare Explanatory Note

The EP&A Regulation (clause 25E) requires that the relevant council prepare an Explanatory Note that essentially provides a 'plain English' assessment and explanation of the planning agreement.

The matters required to be included in the Explanatory Note are addressed in Part 3 of this document.

Essentially, the Explanatory Note must:

- summarise the objectives, nature and effect of the proposed agreement; and
- contain an assessment of the merits of the proposed agreement.

The Explanatory Note is also required to explain how the agreement:

- promotes the public interest;
- promotes one or more of the elements of the Council's charter;
- serves a public purpose and provides a reasonable means of achieving that purpose; and
- conforms with Council's capital works program.

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1.7 Parties

The parties to the agreement are:

- Camden Council
- Greenfields Development Company Pty Ltd
- Greenfields Development Company No 2 Pty Ltd
- Landcom
- Leppington Pastoral Company Pty Ltd

All the parties have contributed to the preparation of this Explanatory Note.

Attachment 2

2. Scope of the planning agreement

This Part of the Explanatory Note addresses, in summary notes, the minimum inclusions for a planning agreement included in section 93F of the EP&A Act.

2.1 Land

The Land the subject of the planning agreement is shown on the map included as Schedule 1 to the agreement.

The proposed agreement specifically excludes land that is to be developed by others, and where development contributions pursuant to the development thereon will be settled between the Council and those other developers. Land excluded from the agreement is shown on the map included as Schedule 1 to the agreement.

2.2 Development

Schedule 2 of the agreement describes the proposed development to which the agreement applies - that is:

Development of the Land for urban purposes, involving the subdivision of the Land to accommodate approximately 5,500 dwellings and non residential development, and associated infrastructure.

Some of the main elements of the development are as follows:

- A total of approximately 5,500 dwellings in low, medium and high density formats;
- A total projected incoming population in excess of 15,000 people;
- A total net developable area of about 409 hectares;
- An employment area located adjacent to The Northern Road; and
- A mix of land uses in the proposed Oran Park Town Centre.

2.2.1 Previous consents and agreements included

Prior to making the planning agreement offer, the developers had received development consents relating to the Land requiring section 94 contributions to be made, and had settled the section 94 contributions requirements with the Council in relation to some of those consents by way of works-in-kind agreements.

Those contribution requirements and works in kind agreements have been accounted for in this agreement, and those earlier agreements will be terminated from the date of this agreement.

2.3 Land, works and monetary contributions offered by the developers

2.3.1 Summary

The Contributions Plan sets out the scale of development anticipated in the Precincts and the infrastructure that is required to meet that development.

This project relates to only a portion of the land covered by the Contributions Plan.

A summary of the developers' offer follows:

- The developers offer to generally provide the land and works located on the Land that are identified in the Contributions Plan.
- The developers offer to provide land and works associated with particular facilities that the Contributions Plan identifies as being provided in the adjoining Marylands Precinct.
- The developers offer to make a cash contribution to the Council that is the amount calculated by the following general formula:

<p>The total section 94 cash contribution calculated in accordance with the Contributions Plan</p>

less

<p>The total attributable value of the land and works to be provided by the developers (excluding riparian lands)</p>
--

- The developers offer to make a cash contribution to the Council for the purposes of Contributions Plan and project management. The contribution amount will be 1/3 of the total project management costs attributable to the open space and recreation, community and transport management facilities to be provided by the developers as part of this agreement.
- The developers offer to implement a water cycle management strategy (including open water bodies, wetlands, bio retention and dry basins) that meets the outcomes for water cycle management contained in the Oran Park Precinct Development Control Plan. The scheme will be fully delivered by the developers at no cost to the Council.

Cash contributions made by the developers can then be used by the Council to deliver other infrastructure required by the development and included in the Contributions Plan.

2.3.2 Land and works included the Contributions Plan

The developers offer to provide a range of infrastructure on the subject land, broadly consistent with that identified in the Contributions Plan.

This Contributions Plan infrastructure (both land and works) includes the following:

- Open space and recreation facilities including a leisure centre, a sports park, a recreation and youth centre, one (1) double and one (1) single local playing field, five (5) children's playgrounds, seven (7) children's play spaces, 10,000 square metres of formal green spaces and over 20 hectares of other passive open space.
- Community facilities including a branch library and a multi-purpose community centre, but not including the fit-out of the branch library.

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- Roads and traffic management including construction of the local road network, enhancement as appropriate of regional network, signalised intersections, cycle-ways, bus stops and water crossings.
- Comprehensive water cycle management of the development site.

2.3.3 Land and works not included in the Contributions Plan

The developers also propose to embellish and dedicate to Council over 36 hectares of land within riparian corridors in accordance with Council's Dedication of Riparian Corridors Policy.

These facilities are not included in the Contributions Plan, however the developers are of the view that a more satisfactory arrangement is achieved by Council assuming responsibility of much of these lands, subject to appropriate handover arrangements.

2.3.4 Monetary contributions

In the absence of this agreement, the developers would have been required to pay the Council a monetary contribution towards local infrastructure.

The developers intend, as outlined in the agreement, to provide the works, or agreed equivalent works, as required under the Plan.

The difference between the developers' obligations under the Contributions Plan and the works to be provided by the developers will be paid as monetary contributions.

The monetary contributions payable by the developers are shown in Items 31, 32(a), 32(b) and 33 of Schedule 3 to the agreement, and may be summarized as follows:

- An amount of approximately \$18.7 million determined by deducting the contribution value of all the land and works (excluding water cycle management facilities) to be provided by the developers from the amount that the developers would otherwise have been required to pay under the Contributions Plan.
- An amount of approximately \$472,000 which is one third of the total project management costs incurred by GDC 1 in respect of all items involving works (excluding water cycle management facilities) to provided to the Council.
- An amount of approximately \$127,000 which is one third of the total project management costs incurred by GDC 1 in respect of all items involving works (excluding water cycle management facilities) to provided to the Council.
- An amount of approximately \$511,000 to be applied by the Council toward the provision of water cycle management facilities generated by the development of the Land but located outside of the Land.

Details regarding the staging of the payment of these amounts are included in Schedule 3 to the agreement.

2.3.5 Staging and implementation

Details of the proposed staging of the developers commitments are contained in the agreement, particularly clause 13, and Schedules 3 and 4.

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2.3.6 Attachments to this Explanatory Note

Maps showing the location of the land and works included in the agreement, and spatial comparison against the requirements of the Contributions Plan, are included as Attachment A to this Explanatory Note.

Concept plans showing more detail on particular infrastructure items to be provided by the developers are included in Attachment B.

An analysis of the developers' offer of riparian corridor land against Council's Dedication of Riparian Corridors Policy is included as Attachment C.

2.4 Application of sections 94, 94A and 94EF of the EP&A Act

The planning agreement generally provides for the delivery of the infrastructure anticipated by the Contributions Plan applying to the Land.

It is therefore proposed that no section 94 contributions or section 94A levies will apply to any development on the Land that is approved by the consent authority after the date on which the agreement comes into effect.

Section 94EF of the EP&A Act relates to contributions made by developers to the State Government (or 'special infrastructure contributions'). The planning agreement does not address special infrastructure contributions and so the agreement does not affect the operation of section 94EF of the EP&A Act.

2.5 Dispute resolution and other provisions

The dispute resolution processes, expert determination and mediation, are outlined in clauses 32 and 33 of the agreement.

The agreement also includes a number of other clauses principally designed to protect the Council, these include provisions for Indemnity and Insurance, Financial Security, Recovery of costs if Council undertakes works and enforcement by the court. Refer to Part 5 of the agreement for details.

Attachment 2

3. Assessment of the proposed planning agreement

This Part of the Explanatory Note responds to the requirements for explanatory notes included in clause 25E of the EP&A Regulation.

3.1 Objectives of the agreement

(Clause 25E(1)(a) of the EP&A Regulation)

The objectives of the planning agreement are as follows:

- To deliver the local infrastructure included in the Council's Contributions Plan that is demanded by the proposed development.
- To provide local infrastructure of a superior standard to that which the Council would be able to deliver by using section 94 contributions alone.
- To provide a vehicle for the earlier-than-anticipated delivery of key Contributions Plan recreation infrastructure (e.g. parts of the leisure centre) on the development site in conjunction with new lots, rather than waiting for the development of the adjoining Marylands precinct.
- To continue into the future the infrastructure delivery partnership that has existed between Camden Council and the developers.
- To effectively utilise the developers' expertise in constructing new infrastructure and utilities networks for large urban release precincts.
- To shift the project risk of delivering local infrastructure from Council to the developers.
- To remove the need for piecemeal and incremental calculation of section 94 contributions with every affected development application.
- To maximise provision efficiencies by supporting the delivery of local infrastructure by the developer at the same time as Land is subdivided and developed.
- To lock-in the infrastructure program for a large part of the Oran Park Precinct, thereby allowing the Council to concentrate its planning effort on those parts of the Precinct that will need a proactive approach to infrastructure provision (i.e. smaller landholdings and fragmented ownership areas).
- To provide clarity on the future development and management of the riparian corridors within the development site.

3.2 Nature and effect of the planning agreement

(Clause 25E(1)(a) of the EP&A Regulation)

The nature of the proposed planning agreement is that it is primarily a mechanism for implementing the Oran Park and Turner Road Precincts Section 94 Contributions Plan to the extent that the developers have an interest in that plan.

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The Contributions Plan set the scope or benchmark for infrastructure provision in the Oran Park Precinct and this planning agreement is a tool to enable its flexible implementation, insofar as it relates to the development of the Land..

This flexibility ensures that infrastructure is delivered in a timely manner, harmonising the delivery of public assets with the delivery of private assets.

3.3 Merits of the planning agreement

(Clause 25E(1)(a) of the EP&A Regulation)

The merits of the proposed planning agreement are evident in:

- its objectives (Part 3.1);
- its promotion of the public interest (Part 3.3.1);
- its promotion of the Council's charter (Part 3.3.2);
- its delivery of planning purposes (Part 3.3.3); and
- its delivery of Council's works program (Part 3.3.4).

3.3.1 Promotion of the public interest

(Clause 25E(2)(a) of the EP&A Regulation)

The public benefits to be secured by this planning agreement will flow from the achievement of the objectives described in Part 3.1 of the Explanatory Note.

By allowing the developers greater involvement in the timing and scope of the local infrastructure that affect their development, significant efficiencies will be achieved.

By ensuring that money is not wasted on managing the coordination of different works, the maximum possible benefit can flow to the future community.

The agreement increases efficiency and benefits the future community in the following ways:

- The agreement enables the delivery of a greater range and higher standard of local infrastructure in the Oran Park Precinct than may be achieved if the responsibility of delivery of public assets rested entirely with the Council.
- The agreement enables the delivery of local infrastructure solutions that improve on and provide greater community benefit than the solutions contained in the Contributions Plan. That is, the infrastructure to be provided will reflect more updated assessments of need and more contemporary infrastructure solutions than was envisaged when the Contributions Plan was prepared in 2008.
- The agreement also is likely to result in, over the development life, a significant reduction in the resources required by the parties to calculate and administer local infrastructure contributions associated with the development.
- The agreement relieves Council of the project risk associated with the provision of local infrastructure on the development site. Cost overruns, rather than being met by the Council or other developers in the Contributions Plan area, will be met by the other parties to this agreement.

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- The agreement allows the Council to concentrate its planning effort on those parts of the Precinct that will need a more proactive approach to infrastructure provision. Small landowners comprise a small, yet not insubstantial, portion of the Oran Park Precinct development. By entering into this agreement Council is relieved of the obligation of delivering infrastructure on the development site (which is more ably delivered by the developers) and can instead focus on providing infrastructure in Precinct locations where developers are less likely to directly provide that infrastructure.
- The development site's riparian corridor land will not only support environmental conservation objectives, but also is integral to the achievement of the Precinct's pedestrian and cycle access and water cycle management planning objectives. In addition, the land will directly interface with several kilometres of new housing areas. Appropriate and sustainable ongoing management of the riparian corridors, including the gradual handover of 36 hectares of corridor land to the Council and appropriate maintenance commitments by the developers, is considered to be in the wider community interest.

3.3.2 Promotion of the Council's charter

(Clause 25E(2)(d) of the EP&A Regulation)

A planning agreement should promote elements of the Council's charter, which is established under section 8 of the Local Government Act 1993.

It is considered that this planning agreement would further each of the following elements of the charter:

Element of the Council's charter (s8 of the Local Government Act 1993)	How does the agreement promote the element?
To provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively.	<p>This element is embedded in the purposes and objectives of the proposed planning agreement. That is:</p> <ul style="list-style-type: none"> • the proposed agreement will be the subject of community input prior to its consideration by the Council; • the services and facilities to be provided reflect the objectives of the Council's adopted contributions plan and Dedication of Riparian Corridors Policy; and • the proposed agreement includes arrangements for the staged handover of completed facilities following a developers-sponsored maintenance period.
To exercise community leadership.	The proposed agreement provides a potential basis for the Council to comprehensively deal with the local infrastructure needs of forthcoming other large developments in the South West Growth Centre.
To promote and to provide and plan for the needs of children.	The proposed agreement provides for the delivery of various facilities focused on the needs of children, including a leisure centre, library, various sports facilities, playgrounds and play spaces, recreation and youth centre, cycleways, safe signalised intersections, natural areas for exploring, and a multi-purpose facility.

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Element of the Council's charter (s8 of the Local Government Act 1993)	How does the agreement promote the element?
To properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development.	<p>The development site's more significant natural areas include its extensive riparian corridors. It is considered the most optimum and effective long term management regime for most of the riparian corridor land will be achieved if the land is embellished and dedicated to Camden Council in accordance with its standards, specifications and policies.</p> <p>As a result, around 90% of the development site's riparian corridor lands are proposed to become public assets via the proposed agreement.</p> <p>Response to ESD principles:</p> <ul style="list-style-type: none"> • The precautionary principle, inter-generational equity; and conservation of biological diversity and ecological integrity: Proposed agreement supports natural areas being retained, protected and integrated into the development scheme. • Improved valuation, pricing and incentive mechanisms: Proposed agreement establishes a framework whereby infrastructure users are accountable for the provision of that infrastructure; allows earlier provision of the infrastructure than would be the case with 'business as usual'; and allows the most efficient means of delivering that infrastructure (i.e. by the developers).
To have regard to the long term and cumulative effects of its decisions.	<p>The development has a life of at least 15 years. The proposed agreement sets out a framework for the efficient delivery and sustainable ongoing management of a substantial amount of public infrastructure on the development site.</p> <p>The agreement would relieve Council of the project risk associated with the provision of local infrastructure on the development site and allows the Council to concentrate its planning effort on other parts of the Oran Park Precinct that will need a proactive approach to infrastructure provision.</p>
To bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible.	<p>The proposed agreement includes provisions placing asset maintenance obligations on the developers for a period after the work is completed.</p> <p>The proposed agreement also includes appropriate asset handover and defects liability provisions.</p>
To engage in long-term strategic planning on behalf of the local community.	<p>The proposed agreement spans at least a 15 year time frame, assuring the long-term provision and management of public assets and infrastructure.</p>
To exercise its functions in a manner that is consistent with and promotes social justice principles of equity, access, participation and rights.	<p>The proposed agreement creates spaces and places for public interaction and provides facilities for the delivery of public services to the local community.</p>

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Element of the Council's charter (s8 of the Local Government Act 1993)	How does the agreement promote the element?
To raise funds for local purposes by the fair imposition of rates, charges and fees, by income earned from investments and, when appropriate, by borrowings and grants.	The proposed agreement includes the payment of monetary contributions to the Council for Oran Park infrastructure. The contribution amounts reflect the total value of the balance of the infrastructure needs that will not be provided directly by the developer.

3.3.3 Planning purposes and the Objects of the EP&A Act

(Clause 25E(2)(a), (c) and (e) of the EP&A Regulation)

The planning purposes served by the planning agreement can best be addressed by reference to the objects in section 5 of the EP&A Act.

It is considered that this planning agreement would further each of the following objectives of the EP&A Act:

Objective of the EP&A Act (section 5)	How does the agreement promote the objective?
To encourage the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment.	The proposed agreement provides a basis for the comprehensive management of the delivery of the local infrastructure requirements of, and sensitive environmental areas of, the new Oran Park Town
To encourage the promotion and co-ordination of the orderly and economic use and development of land.	Orderly development of land is encouraged by (through the agreement) establishing a basis whereby local infrastructure is delivered at or around the same time as surrounding development, or (in the case of Major Facilities) at certain lot thresholds.
To encourage the provision of land for public purposes.	The proposed agreement includes provision of around 100 hectares of land for public purposes:
To encourage the provision and co-ordination of community services and facilities.	The proposed agreement will sustain provision and coordination of community facilities delivered at or around the same time as surrounding development. Additionally, the proposed agreement would result in some of the facilities planned for the Oran Park Precinct development occurring sooner than would have been achieved with a business-as-usual approach.
To encourage the protection of the environment, including the protection and conservation of native animals and plants, including threatened species, populations and ecological communities, and their habitats.	Refer to comments on ecologically sustainable development in Part 3.3.2.
To encourage ecologically sustainable development	Refer to comments on ecologically sustainable

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Objective of the EP&A Act (section 5)	How does the agreement promote the objective?
	development in Part 3.3.2.

3.3.4 Conformity with Council's Works Program

(Clause 25E(2)(f) of the EP&A Regulation)

By adopting the Oran Park and Turner Road Precincts Section 94 Contributions Plan, Council effectively adopted the works included in that plan into its long term works program.

The proposed agreement is a vehicle for the Council to complete a significant part of its Oran Park works program in a more timely and efficient fashion.

3.3.5 Requirements to be complied with before a certificate is issued

(Clause 25E(2)(g) of the EP&A Regulation)

Schedule 3 of the agreement contains details of when contributions of land, works or money are to be met by the developers.

The Schedule states that land will be required to be dedicated, works will be required to be completed, and cash contributions will be required to be paid before the issue of a particular Subdivision Certificate.

Attachment 2

Planning Agreement Explanatory Note
Oran Park Urban Release Area
May 2011

4. Conclusion

The owners and developers of certain land in the Oran Park Precinct propose to enter into a planning agreement with Camden Council to provide land, works and monetary contributions supporting the delivery of necessary local infrastructure to sustain development in the Oran Park Precinct and the wider South West Growth Centre.

There are many advantages in pursuing a planning agreement approach to achieve the delivery of the required local infrastructure instead of the traditional approach of making contributions under section 94 of the EP&A Act. These advantages include:

- timely completion of many infrastructure items in the Contributions Plan;
- utilising the basic efficiency of having local infrastructure delivered by the developer at the same time as land is subdivided and developed;
- earlier-than-anticipated delivery of key Contributions Plan recreation infrastructure (e.g. parts of the leisure centre and sports park).
- a more flexible contributions arrangement that responds to evolving design process and the developer's intentions for the land;
- utilisation of the developers' expertise in infrastructure provision;
- shifting the infrastructure project risk from Council to the developers;
- locking-in the local infrastructure that will be provided for this large development site, thereby allowing the Council to concentrate its planning effort on those parts of the Oran Park Precinct that will need a more proactive approach to infrastructure provision;
- streamlining contributions arrangements and minimising the resources required to manage development contributions over the life of the development; and
- providing clarity for the Council and the community on the future development and management of riparian corridors on the development site.

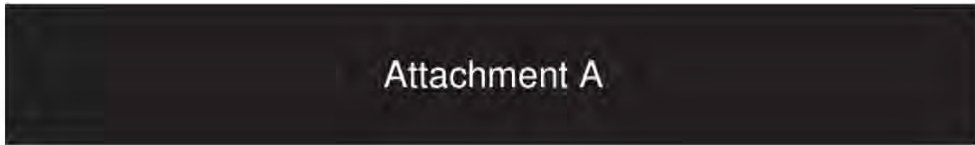
ORD06

Attachments

Attachment A	Maps showing the location of land and works offered, and spatial comparison against the requirements of the Contributions Plan
Attachment B	Concept plans of infrastructure items
Attachment C	Analysis of the developers' offer of riparian corridor land against Council's Dedication of Riparian Corridors Policy

Attachment 2

ORD06



Contributions Plan Comparison

Attachment 2

Attachment 2

ORD06

May 2011

Oran Park Urban Release Area Planning Agreement Summary of Developer Offer and Consistency with Contributions Plan

Local Infrastructure Type / Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
Open Space and Recreation			
Leisure centre	<p>A leisure centre on Marylands Precinct covering an area of 10ha.</p> <p>Components:</p> <ul style="list-style-type: none"> ▪ 25m lap pool (with space available to accommodate a future expansion to a 50m pool, which may be constructed if alternate funds become available, such as grants or contributions from other areas); ▪ Free form leisure pool and teaching pool; ▪ Two (2) court hall; ▪ Sports oval with grandstand; ▪ Athletics track; ▪ Three (3) training ovals; ▪ Two (2) multi-purpose fields; ▪ Four (4) practice nets; ▪ Fitness Centre; ▪ Amenities; ▪ Crèche centre; ▪ Public art component at 2% of base building cost included. 	<p>Elements of the Contributions Plan leisure centre are proposed to be provided on a 1.1ha site in the town centre, that is:</p> <ul style="list-style-type: none"> ▪ A 25m pool (or potentially a 50m pool depending on the outcomes of a demand analysis); ▪ Free form leisure pool and teaching pool; ▪ Two (2) court hall / auditorium; ▪ Fitness Centre; ▪ Crèche centre; ▪ Public art component at 2% of base building cost included. 	<p>The following elements would not be provided and are expected to still be required on a site in Marylands Precinct:</p> <ul style="list-style-type: none"> ▪ Sports oval with grandstand; ▪ Athletics track; ▪ Three (3) training ovals; ▪ Two (2) multi-purpose fields; ▪ Six (6) Netball/ tennis courts; ▪ Four (4) practice nets; ▪ Amenities
Recreation and Youth Centre	<p>A recreation and youth centre on a 1.5ha site adjacent to the Oran park town centre. Building GFA of 3,000sqm.</p>	<p>A recreation and youth centre on a 0.77ha site adjacent to the town centre, with the facility inclusions that were</p>	<p>All of the facilities proposed in the Contributions Plan can be provided</p>

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Local Infrastructure Type / Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
Sports Parks	<p>Components:</p> <ul style="list-style-type: none"> ▪ Indoor rock climbing wall; ▪ Two court sports hall Could be used as two basketball courts or hall for 1,500 people; ▪ youth activity rooms with wooden floor for dance, martial arts and drama classes; ▪ cultural activities rooms; ▪ BMX and skate facility; ▪ Kitchen, amenities, storage, first aid room; ▪ Public art component at 2% of base building cost. <p>One sports park (comprising two (2) grounds) on a 12 ha site in the Marylands Precinct.</p> <p>Ground 1 Specification:</p> <ul style="list-style-type: none"> ▪ Playground: 0.2ha ▪ Multi-purpose fields (hockey, league, union, soccer): 4.0ha; ▪ Netball/ tennis courts x6: 0.51ha ▪ Parking: 1.0ha; ▪ Practice nets x4: 600m² ▪ Amenities and club room: 850m² 	<p>listed in the Contributions Plan.</p> <p>The BMX/skate facility will be provided on passive open space land adjoining this site.</p> <p>The combined site area for the facility will be 0.93ha.</p> <p>One (1) of the 2 sports parks, instead of being provided in the Marylands Precinct, is to be provided on a 5.8ha site in the south-central part of the Cran Park Precinct. This sports park's inclusions generally reflect the specifications for Sports Park Ground 1 in the Contributions Plan.</p>	<p>on a site that is smaller than that which was originally proposed.</p> <p>The remaining sports park (identified as Ground 2 in the Contributions Plan) would still be required to be provided on a site in the Marylands Precinct.</p>
Playing fields	<p>Two parks, 2.7ha each (total 5.4ha) proposed to be provided in the Cran Park Precinct, with one of these shown on the Landboom / GDC site.</p> <p>Components:</p> <ul style="list-style-type: none"> ▪ 2 multipurpose fields or 1 cricket/AFL ovals; ▪ 2 tennis/netball courts; ▪ 2 half court basketball courts; 	<p>One park meeting the Contributions Plan specification is to be provided on a site north west of the town centre.</p> <p>An additional single playing field is to be provided on a site to the south of the town centre (within Wayne Gardner Reserve).</p> <p>The total area of the land containing these playing fields is 6.98ha.</p>	<p>The second of the Contributions Plan's double playing fields would still need to be provided in the Cran Park Precinct west of The Northern Road.</p> <p>An additional playing field above the Section 94 Plan requirements is to be provided, known as 'Wayne</p>

Attachment 2 **ORD06**

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Local Infrastructure Type / Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
	<ul style="list-style-type: none"> ▪ Lights for training; ▪ Amenity building with change rooms, storage and meeting room; ▪ Parking. 		Gardner Reserve.
Children's playgrounds	<p>Contributions Plan identified four (4) of these facilities being provided on land in the Oran Park Precinct east of The Northern Road.</p> <p>Land area 3,000m² for each (total 1.2ha).</p>	<p>Five (5) playgrounds proposed to be provided in the Lamborn / GDC area.</p> <p>A total area of 1.34ha will be dedicated to the Council for this purpose.</p>	<p>Detailed planning of the development area has found that a greater number of these facilities would be required by the future community.</p> <p>A further 2 playgrounds identified in the Contributions Plan will need to be provided on land west of The Northern Road using section 94 contributions collected across the Precinct.</p>
Children's play-spaces	<p>Contributions Plan identified four (4) of these facilities being provided on land in the Oran Park Precinct east of The Northern Road.</p> <p>Land area 3,000m² for each (total 1.2ha).</p>	<p>Seven (7) play spaces proposed to be provided in the Lamborn / GDC area.</p> <p>A total area of 2.06ha will be dedicated to the Council for this purpose.</p>	<p>Detailed planning of the development area has found that a greater number of these facilities would be required by the future community.</p> <p>A further 2 play spaces identified in the Contributions Plan will need to be provided on land west of The Northern Road using section 94 contributions collected across the Precinct.</p>
Community parks / green spaces	<p>Minimum 5,000m² (0.5ha) in size (total 10,000m²); one each in Oran Park Town Centre and one west of The Northern Road.</p>	<p>One area of 10,000sqm and meeting the Contributions Plan specifications is proposed in the Oran Park town centre.</p>	<p>The second of the Contributions Plan Community parks / green spaces would still need to be provided in the Oran Park Precinct west of The Northern Road.</p>

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Local Infrastructure Type / Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes										
Other passive open space and other passive open space (riparian style) (Contributions Plan references OSR4.2 and OSR4.5)	<p>The following table sets out the Contributions Plan requirements for the entire Oran Park Precinct:</p> <table border="1" data-bbox="609 1081 763 1438"> <thead> <tr> <th>Published plan</th> <th>Adjusted amount advised by Council*</th> </tr> </thead> <tbody> <tr> <td>OSR4.2</td> <td>15.7ha</td> </tr> <tr> <td>OSR4.5</td> <td>4.3ha</td> </tr> </tbody> </table> <p>* Information provided by Council officers in the document 'Oran Park and Turner Road open space calls v4.xls' on 8/4/10</p>	Published plan	Adjusted amount advised by Council*	OSR4.2	15.7ha	OSR4.5	4.3ha	<p>A total of 20.39 ha of these categories of passive open space are proposed.</p> <p>The categories have been combined to reflect more detailed planning that concludes that some OSR4.2 areas more closely resemble OSR4.5 areas. The break-up is as follows:</p> <table border="1" data-bbox="755 819 844 997"> <thead> <tr> <th>OSR4.2</th> <th>OSR4.5</th> </tr> </thead> <tbody> <tr> <td>12.21ha</td> <td>8.18ha</td> </tr> </tbody> </table>	OSR4.2	OSR4.5	12.21ha	8.18ha	<p>The proposed large area of the Town Centre park is in keeping with the expected high use of this facility in a town centre context.</p> <p>The amount of OSR4.2 land is understated or alternatively categorised, due to the following:</p> <ul style="list-style-type: none"> Areas that were identified as OSR4.2 in the Contributions Plan are now designated OSR4.5 because of their proximity to riparian corridors. There are residual areas around the playing fields that could be accounted for in the OSR4.2 category but have instead been allocated to playing fields. <p>Combined, the amount of land offered for OSR4.2 and OSR4.5 purposes exceeds the Contributions Plan allocation by almost 3 hectares (20.39ha v 17.5ha).</p>
Published plan	Adjusted amount advised by Council*												
OSR4.2	15.7ha												
OSR4.5	4.3ha												
OSR4.2	OSR4.5												
12.21ha	8.18ha												
Other sub categories not provided for in VPA	<p>The following table sets out the Contributions Plan allocation to the Landoom / GDC lands:</p> <table border="1" data-bbox="909 1123 1063 1438"> <thead> <tr> <th>Adjusted amount advised by Council*</th> </tr> </thead> <tbody> <tr> <td>OSR4.2</td> <td>13.2ha</td> </tr> <tr> <td>OSR4.5</td> <td>4.3ha</td> </tr> </tbody> </table> <p>Therefore, it was envisaged that a total area of approximately 17.5ha for these 2 types of open space was envisaged by the Contributions Plan for Landoom / GDC land.</p>	Adjusted amount advised by Council*	OSR4.2	13.2ha	OSR4.5	4.3ha	<p>OSR4.3 and 4.5: these items are located west of The Northern Road.</p>						
Adjusted amount advised by Council*													
OSR4.2	13.2ha												
OSR4.5	4.3ha												

Community Facilities

Attachment 2 **ORD06**

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Local Infrastructure Type/ Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
Branch library/ Community resource centre	A branch library/ community resource centre 6,805m ² of land and 2,722m ² floor area on a site in the Oran Park town centre comprising library (1,577m ²), community floor space (741m ²) and local cultural space (404m ²).	A branch library/ community resource centre building shell on a site of 6,805m ² in the Oran Park Town Centre.	Fit-out of the facility to be arranged by Council.
Multi-purpose community centre	Public art component at 2% of base building cost. Two multi-purpose community centres, with the one east of the Northern Road situated in the north eastern part of the Precinct. The total site area of both facilities comprises 2,255m ² and the total floor area 902m ² . Public art component at 2% of base building cost.	One multi-purpose community centre in the general location identified in the Contributions Plan, and provided to Council's specification.	
Roads & Traffic Management			
Urban Roads	<ul style="list-style-type: none"> ▪ Southern Boulevard east of Oran Park town centre ▪ East West Road 2 ▪ Transit Boulevard 	The roads are to be provided to the Contributions Plan specification, where they traverse GDC 1 or GDC 2 land.	
Rural Roads	Upgrade Cobbitty Road and The Northern Road intersection.	The length of Cobbitty Road that abuts the GDC 1 and GDC 2 land will be upgraded in accordance with the Contributions Plan requirements.	
Signalized intersections	6 intersections to be provided on Lamborn/ GDC land.	6 intersections to be provided in the general locations shown on the Contributions Plan.	
Cycleways	Approximately 10,000 metres of cycleway throughout the Precinct, with at least 7,000 metres of this length shown to be provided within the Lamborn/ GDC landholding generally along riparian corridors.	All cycleways addressing the Contributions Plan requirements in the locations identified in the plan plus extensions connecting these links to the residential areas and town centre.	
Bus stops	24 stops shown for Oran Park Precinct in the Contributions Plan – precise locations not specified.	16 stops to be provided in locations to be determined in a bus servicing strategy for the GDC 1 and GDC 2 land.	
Water crossings	Various types and numbers of crossings are shown in the	The internal crossings that are located entirely within the	The remaining water crossings are

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Local Infrastructure Type / Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
Other sub categories not provided for in VPA	<p data-bbox="435 680 526 793">Contributions Plan, i.e.: T6.1 x 3; T6.2 x 1; T6.3 x 1; T6.4 x 2; T6.5 x 2</p> <p data-bbox="435 793 526 1003">The following infrastructure is located outside of the Landbom / GDC development area:</p> <ul data-bbox="435 1003 526 1100" style="list-style-type: none"> ▪ East West Road 1 ▪ Southern Boulevard West of Oran Park town centre ▪ Roundabouts ▪ Upgrade rural roads west of The Northern Road 	<p data-bbox="435 1003 526 1100">Land, i.e. 1 x crossing type T6.3 and 1 x crossing type T6.5 identified in the Contributions Plan.</p> <p data-bbox="435 1100 526 1306">Total 2 of the 9 water crossings identified in the Contributions Plan.</p>	<p data-bbox="435 1306 526 1419">either located on land outside the GDC 1 or GDC 2 land, or interface with land outside the Oran Park Precinct.</p>
Water Cycle Management			
Water cycle management	<p data-bbox="605 680 696 1003">Wetlands, bioretention and pipework, including both land and works specified in the report <i>Draft Oran Park WSWD Strategy</i>, Report for Growth Centres Commission, March 2007, prepared by Ecological Engineering (2007)</p>	<p data-bbox="605 1003 696 1100">The developers intend to deliver a modified water cycle management strategy. In broad terms, the modified strategy:</p> <ul data-bbox="605 1100 696 1306" style="list-style-type: none"> ▪ still achieves the water outcomes and objectives for each sub-catchment that area embodied in the Contributions Plan; and ▪ incorporates a range of engineering devices including open water bodies, wetlands, bioretention and dry basins (pipework has been deleted from the Contributions Plan scheme). <p data-bbox="605 1306 696 1419">However, all works are to be provided in accordance with an adopted Water Cycle Management Strategy.</p>	<p data-bbox="605 1306 696 1419">More details on the VPA water cycle management strategy are included in an attachment to the Explanatory Note.</p>
Riparian corridors			
Details attached to the Explanatory	Not applicable	Details included as Attachment C to the Explanatory Note	

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Attachment 2

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Local Infrastructure Type/ Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes

Note

May 2011

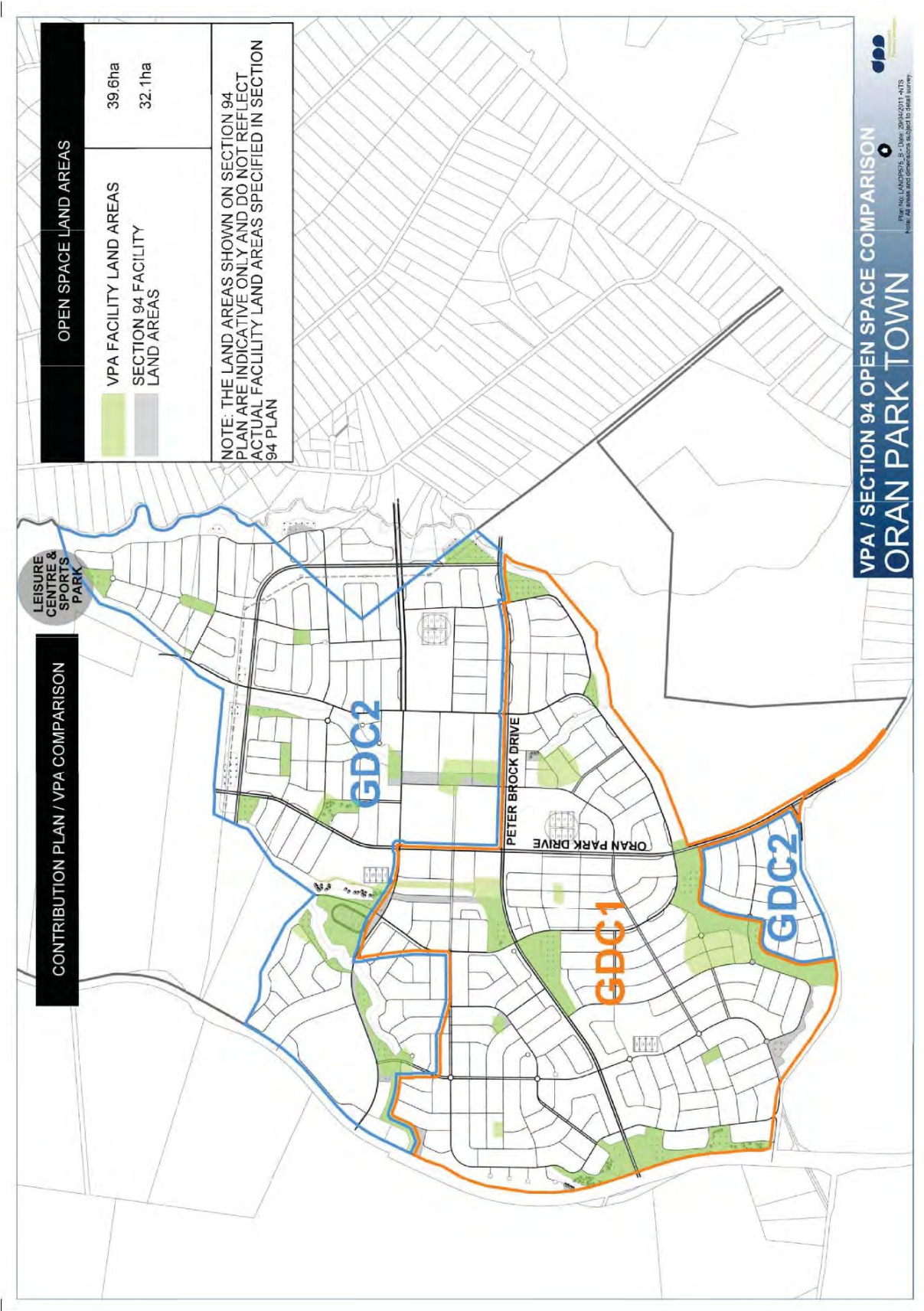
Oran Park Urban Release Area Planning Agreement Summary of Developer Offer and Consistency with Contributions Plan

Local Infrastructure Type / Public Purpose	Infrastructure required in Contributions Plan	Infrastructure to be provided under the Planning Agreement	Notes
<p>Open Space and Recreation</p> <p>Leisure centre</p>	<p>A leisure centre on Maryland's Precinct covering an area of 10ha.</p> <p>Components:</p> <ul style="list-style-type: none"> ▪ 25m lap pool; ▪ Free form leisure pool and teaching pool; ▪ Two (2) court hall; ▪ Sports oval with grandstand; ▪ Athletics track; ▪ Three (3) training ovals; ▪ Two (2) multi-purpose fields; ▪ Six (6) Netball/ tennis courts; ▪ Four (4) practice nets; ▪ Fitness Centre; ▪ Amenities; ▪ Crèche centre; ▪ Public art component at 2% of base building cost included. 	<p>Elements of the Contributions Plan leisure centre are proposed are proposed to be provided on a 1.1ha site in the town centre, that is:</p> <ul style="list-style-type: none"> ▪ A 25m pool (or potentially a 50m pool depending on the outcomes of a demand analysis); ▪ Free form leisure pool and teaching pool; ▪ Two (2) court hall / auditorium; ▪ Fitness Centre; ▪ Crèche centre; ▪ Public art component at 2% of base building cost included. 	<p>The following elements would not be provided and are expected to still be required on a site in Maryland's Precinct:</p> <ul style="list-style-type: none"> ▪ Sports oval with grandstand; ▪ Athletics track; ▪ Three (3) training ovals; ▪ Two (2) multi-purpose fields; ▪ Six (6) Netball/ tennis courts; ▪ Four (4) practice nets; ▪ Amenities
<p>Recreation and Youth Centre</p>	<p>A recreation and youth centre on a 1.5ha site adjacent to the Oran park town centre. Building GFA of 3,000sqm.</p> <p>Components:</p> <ul style="list-style-type: none"> ▪ Indoor rock climbing wall; 	<p>A recreation and youth centre on a 0.7ha site adjacent to the town centre, with the facility inclusions that were listed in the Contributions Plan.</p>	<p>All of the facilities proposed in the Contributions Plan can be provided on a site that is smaller than that which was originally proposed.</p> <p>The BMX/skate facility will be</p>

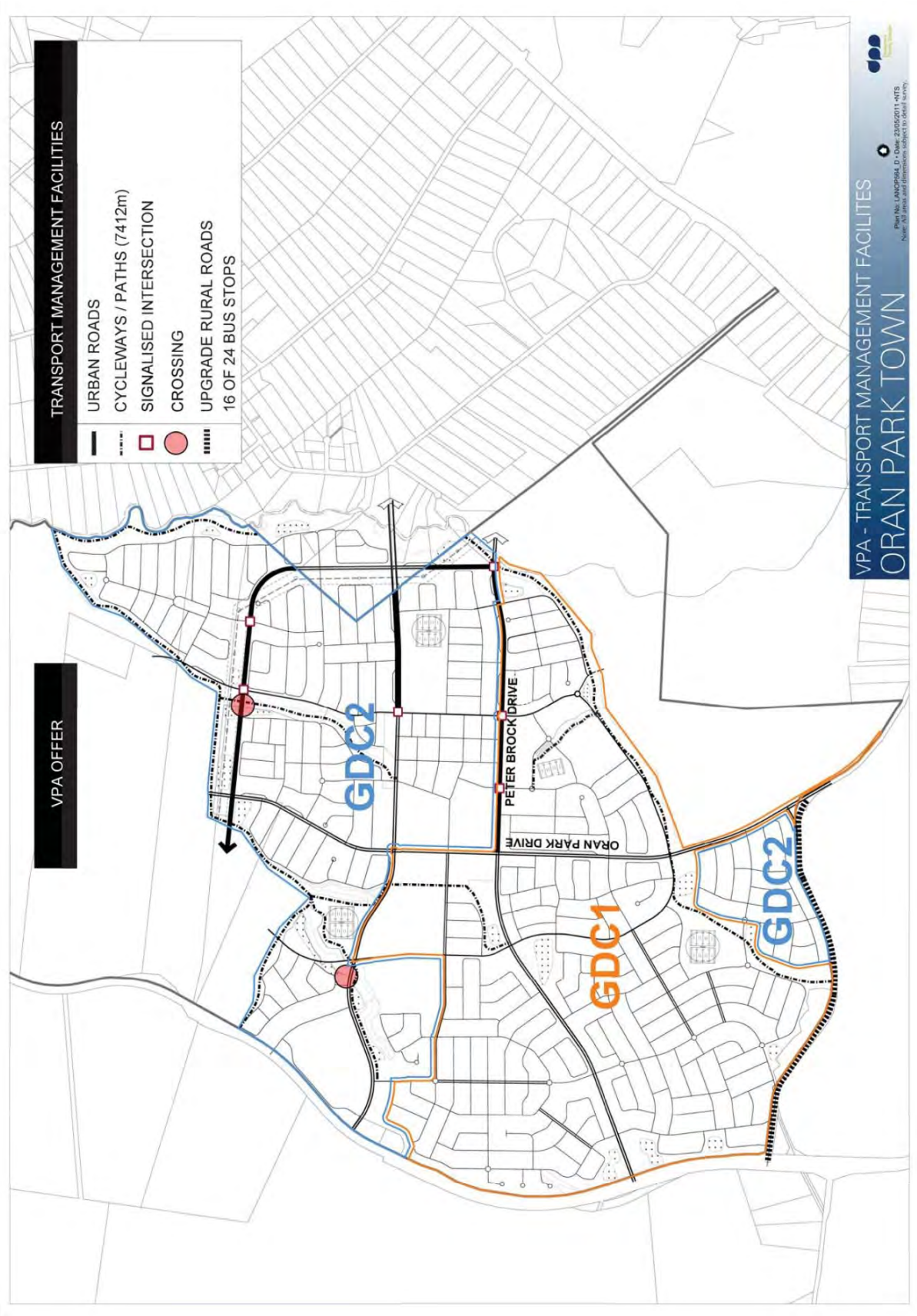
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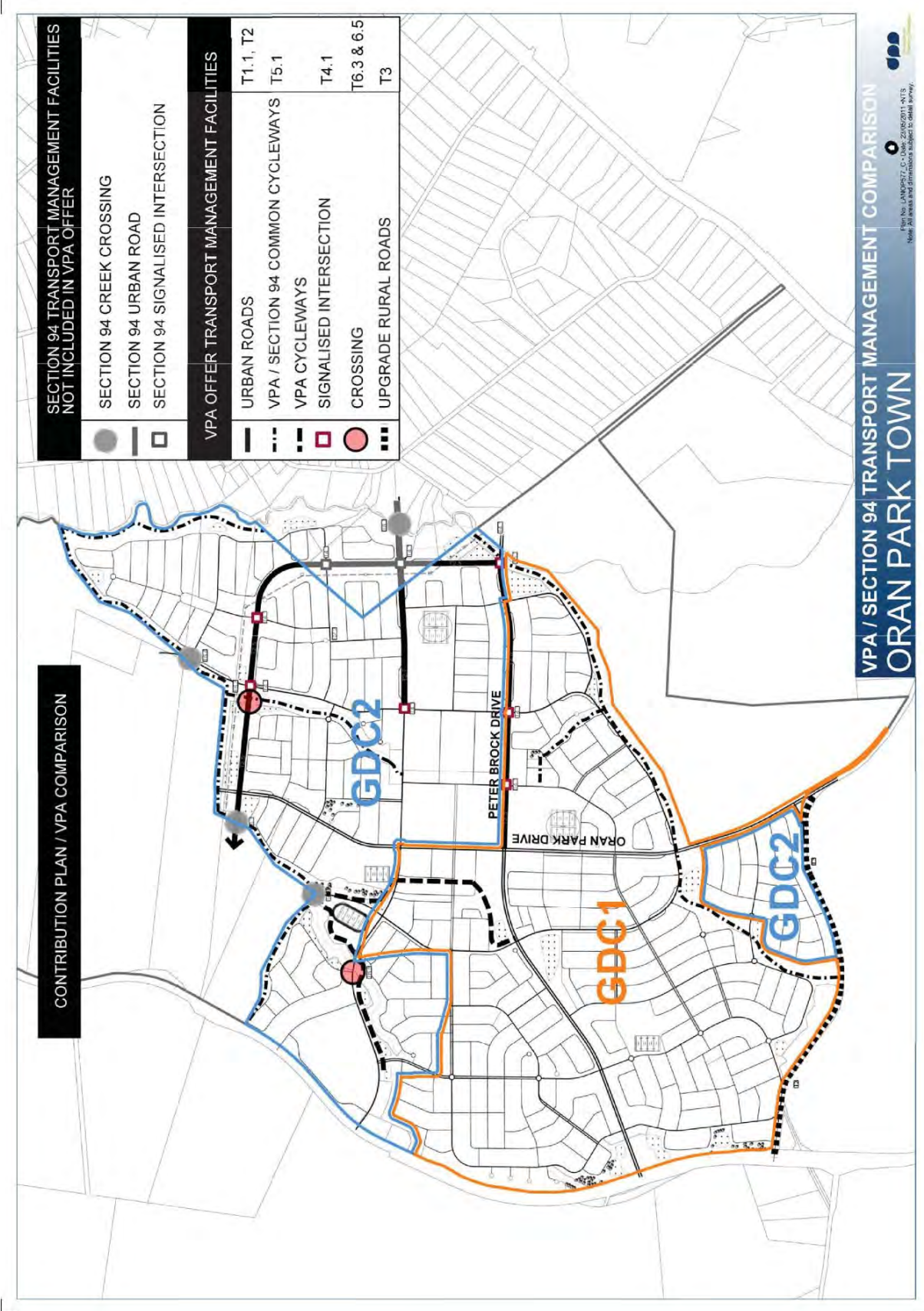
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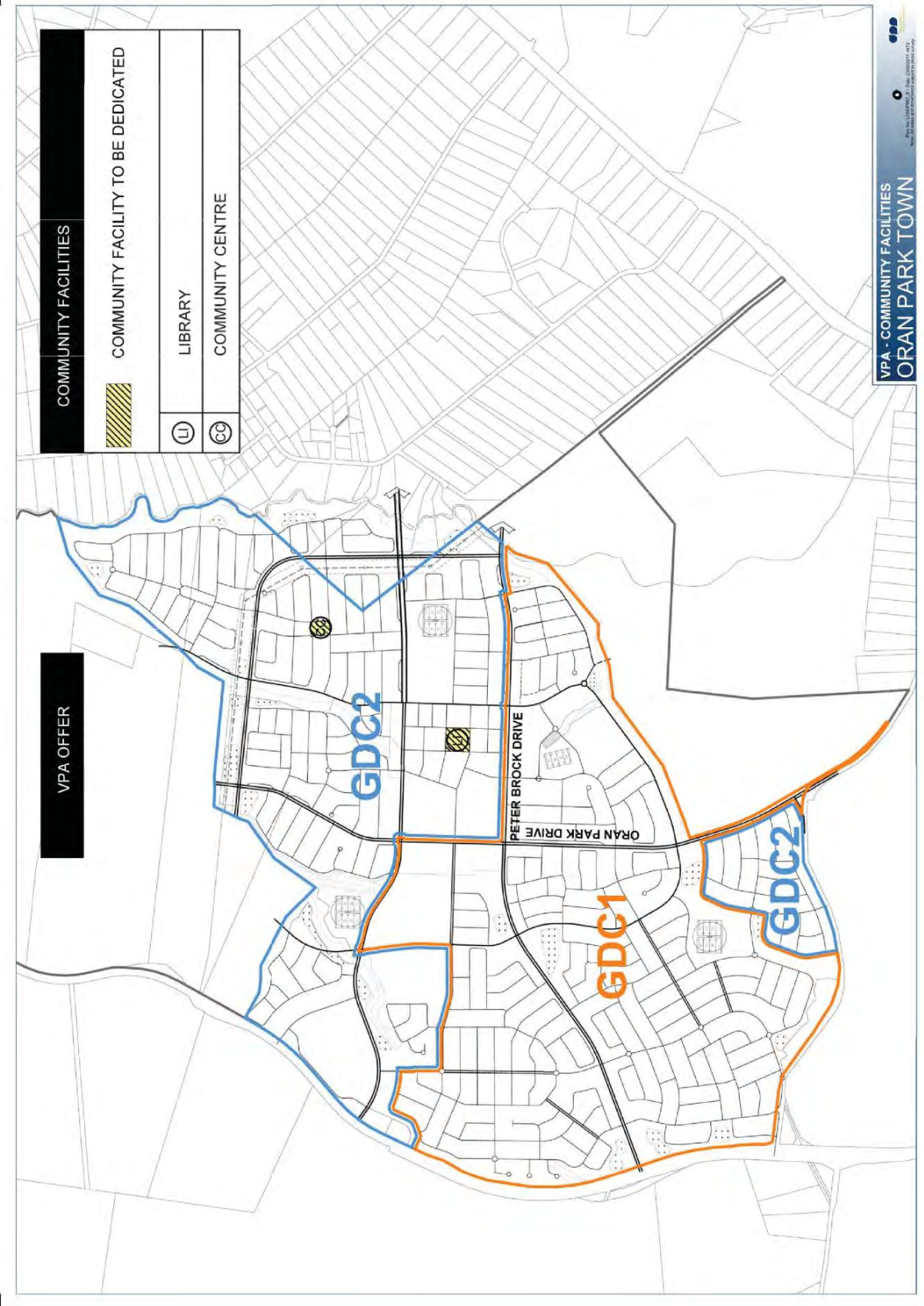


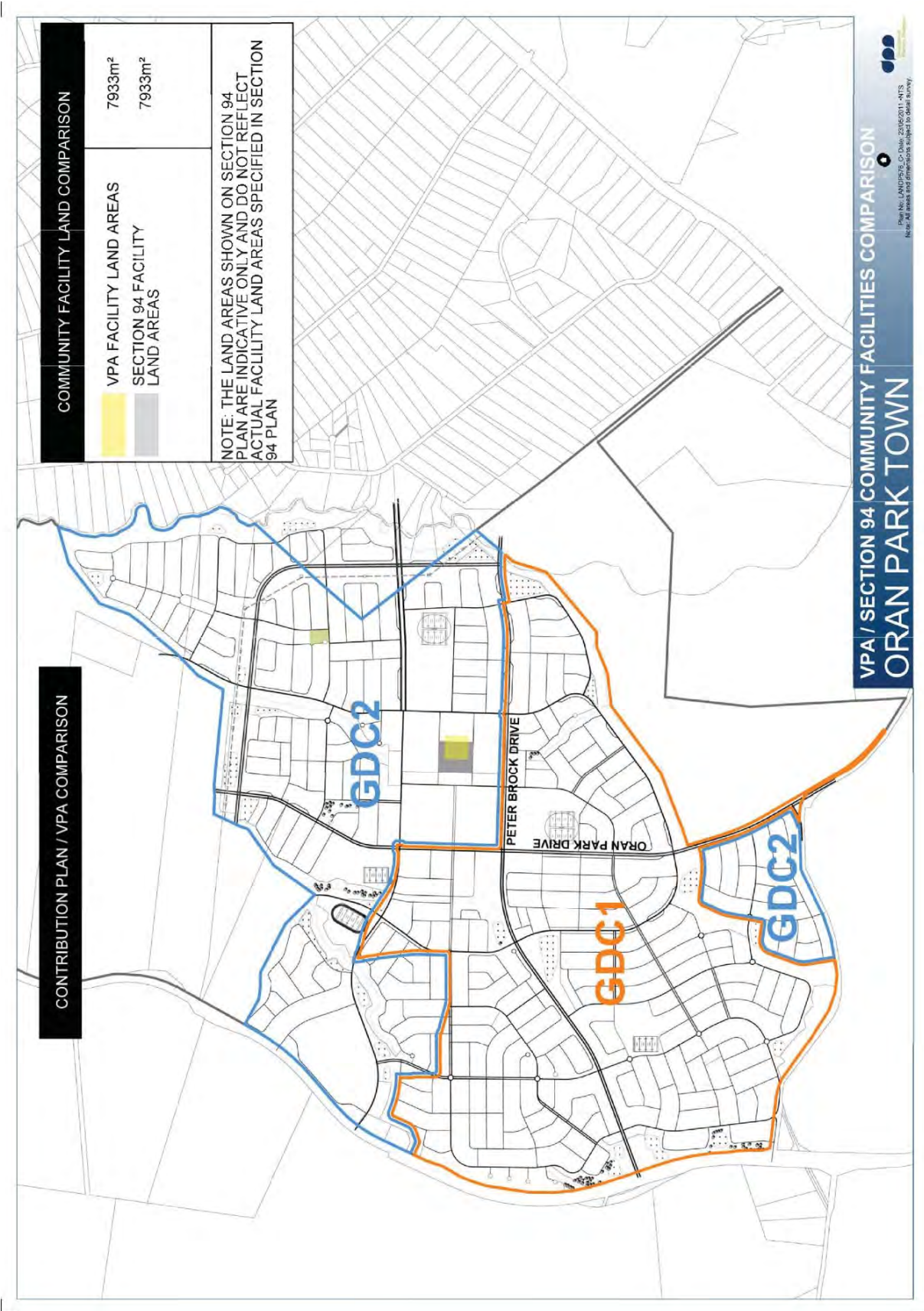
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Attachment 2 **ORD06**

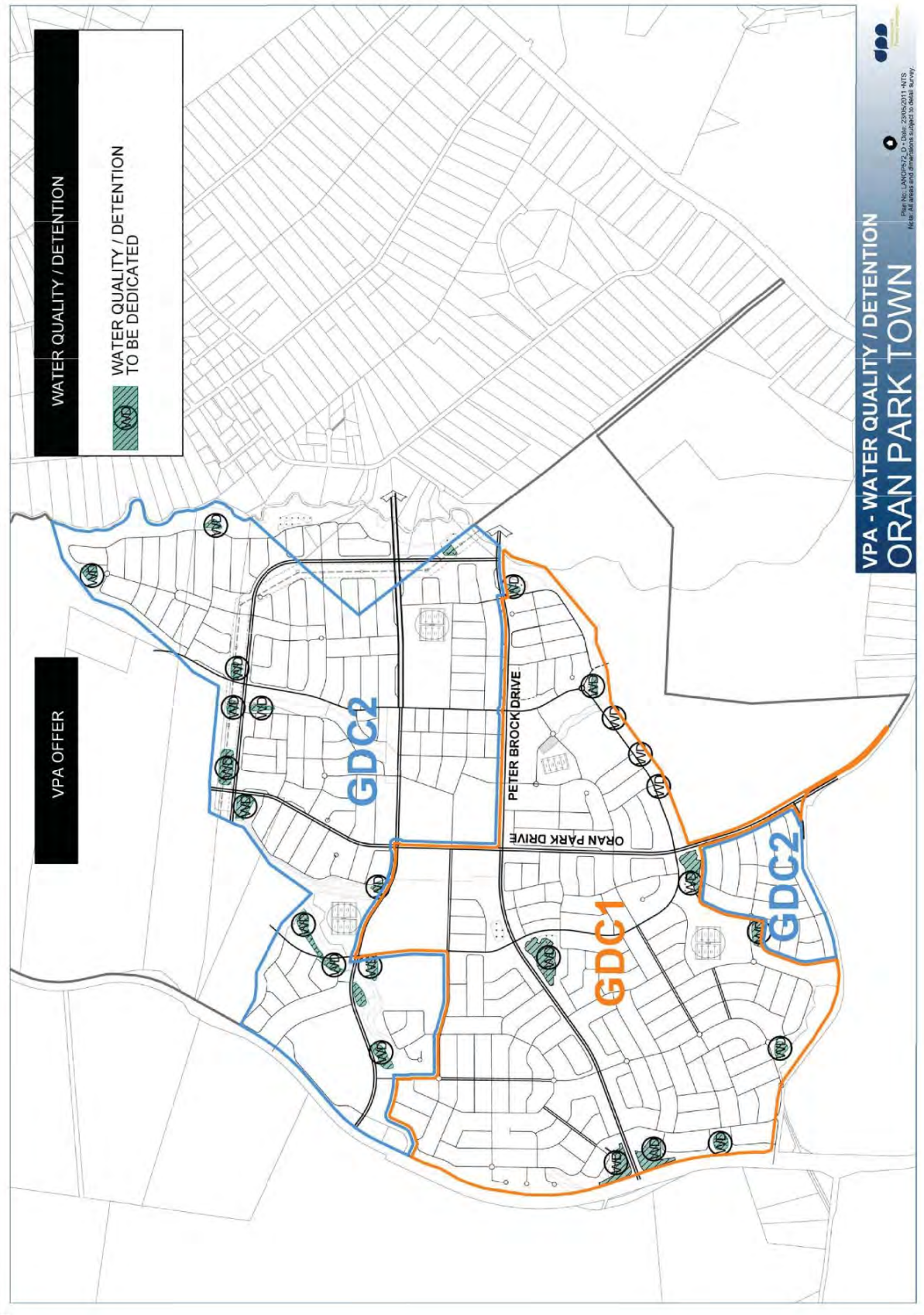




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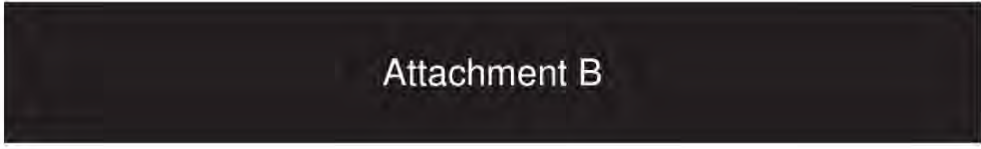
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Attachment 2
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Attachment 2



Attachment B

Concept Plans of Infrastructure Items

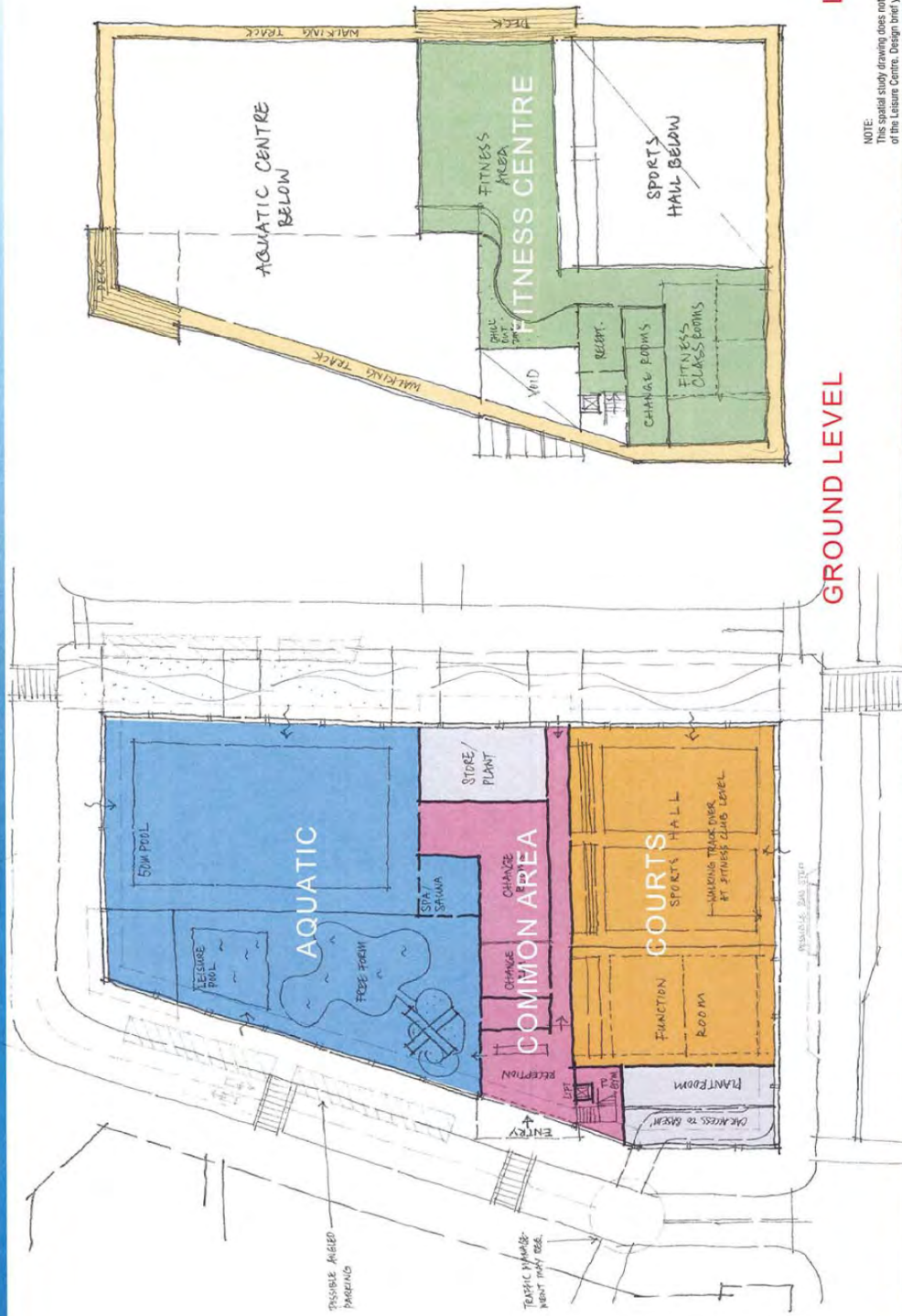
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Attachment 2

LEISURE CENTRE CONCEPT PLAN

SK 03 [B]

leisure centre - spatial studies



LEVEL 1
GROUND LEVEL

NOTE: This spatial study drawing does not represent the architectural design of the Leisure Centre. Design brief yet to be provided by the clients.

LEISURE CENTRE SPATIAL STUDIES SK-03 [B]

MASTERPLAN PACKAGE

oran park town masterplan

BUCHANAN
OWNERS

Attachment 2
ORD06

ORD06

Attachment 2

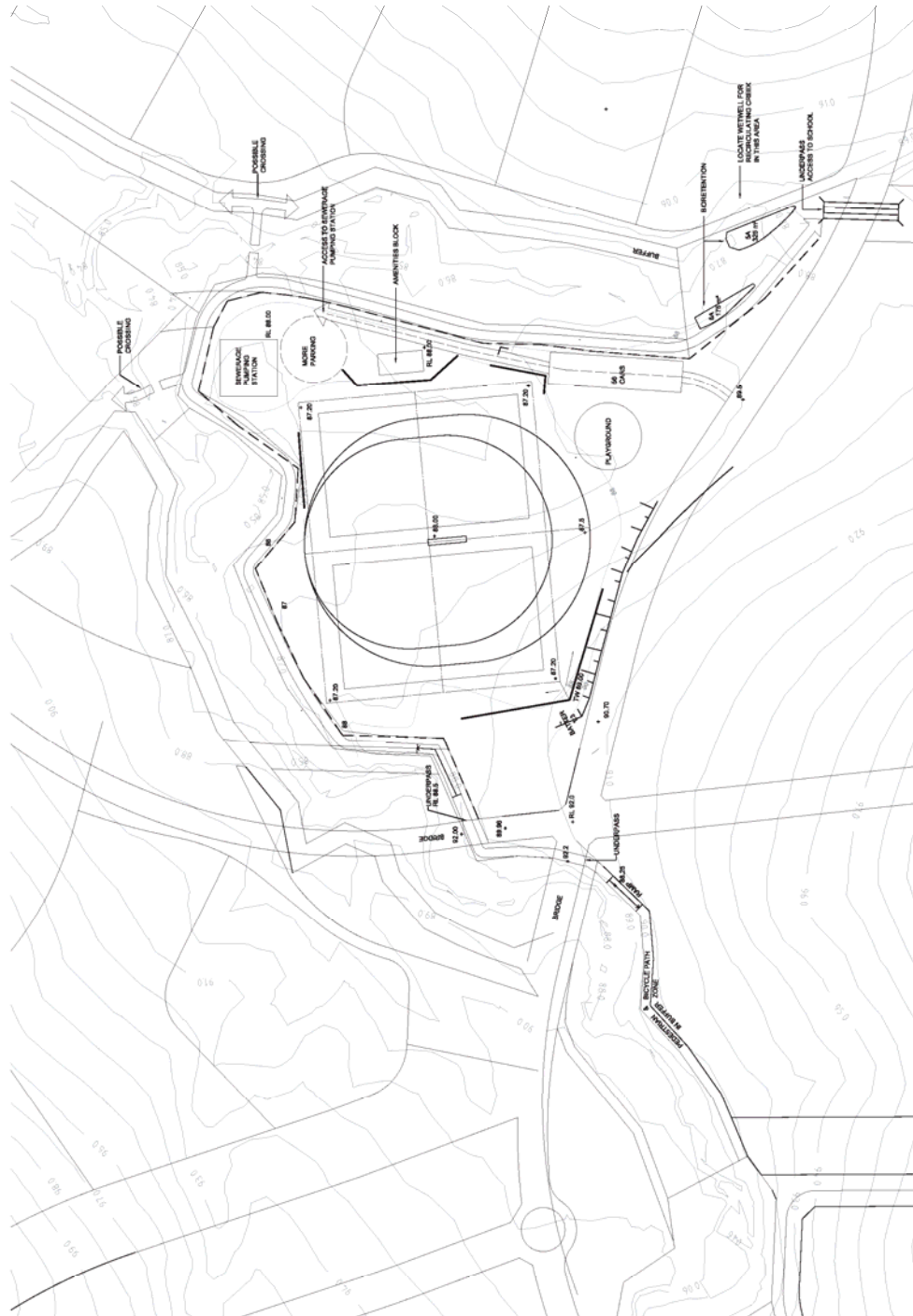
PLAYGROUND CONCEPT LAYOUT



ORD06

Attachment 2

PLAYING FIELD CONCEPT LAYOUT



Drawn: JG 18.09.09	Client: Council	Consultants: [Logo]	Date: OCT 2009	Issue: ADV
Scale: 1:1000 @ A4 1:500 @ A3			Project: NORTHAMPTON TOWN NORTHERN CIRCUIT PLAYING FIELDS Drawing Title: OPTION 1 LANDSCAPE PLAN	Drawing Number: LOT 1
North 0 10 20 30 40 50 60 70 80 90 100 100m				

Attachment 2 **ORD06**

ORD06

Attachment 2

SPORTS PARK CONCEPT LAYOUT



ORD06

Attachment 2

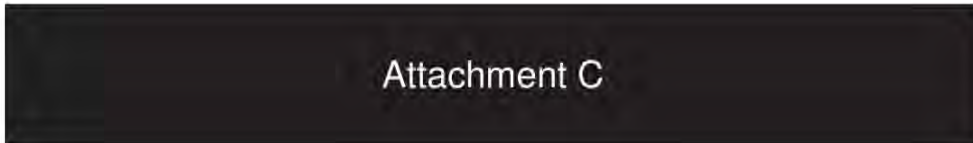
ORD06

Attachment 2

YOUTH AND RECREATION CENTRE
CONCEPT LAYOUT

ORD06

Attachment 2



Riparian Corridor Assessment

May 2011

Offer to enter into a Voluntary Planning Agreement for the Embellishment and Dedication of Riparian Corridors in the Oran Park Precinct

Background

Landcom and Greenfields Development Company (GDC) (the developers) have commenced negotiations to enter into a voluntary planning agreement (VPA) under section 93F of the Environmental Planning and Assessment Act 1979 regarding its development within the Oran Park Precinct.

The VPA focuses on the developer's provision of land and works to satisfy section 94 contributions obligations that have been / will be incurred in relation to the subdivision and development of land in the Precinct.

The development area includes substantial linear areas of riparian corridor land. The extent of this land is shown in the [attached map](#). These areas integrate with the water cycle management and open space networks established in the section 94 contributions plan for the Precinct.

The developers consider that effective long term management of the riparian corridors land in the Precinct will be achieved if the land is embellished and dedicated to Camden Council in accordance with its standards, specifications and policies.

Council's Dedication of Riparian Corridors Policy 1.18 states that a VPA is required to be entered into between the Council and the developers to enable this to occur.

This document:

- sets out the proposal to enter into a VPA regarding riparian corridors land;
- responds to the requirements contained in Council's Dedication of Riparian Corridors Policy 1.18 as they relate to the VPA offer; and
- establishes a case for the Council to agree to enter into the VPA.

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Council's policy

Council's Dedication of Riparian Corridors Policy 1.18 establishes "the terms and conditions upon which Council will consider proposals to accept dedication of riparian corridor land to Council".

The policy also states as follows:

The onus will be on the proponent to demonstrate that any proposal to dedicate a riparian corridor to Council complies with this Policy, in particular with regard to demonstrating that the on-going costs and activities for Council of managing and maintaining the land will be minimal.

It is proposed that the riparian corridors land to be dedicated to Council will form an extension to the Oran Park Precinct open space network identified in the Oran Park and Turner Road Precincts Section 94 Contributions Plan adopted by the Council in 2008.

The policy states that Council may accept riparian corridor land as public open space:

- only in accordance with the general terms and conditions outlined in this Policy and any additional terms and conditions negotiated with respect to each particular case; and
- only where community and environmental benefits are adequately demonstrated.

Assessment of Offer against Council's policy

The following table contains an assessment of the developers' proposed offer against Council's policy.

Policy provision or requirement	Comment regarding compliance
<p>A range of management options for riparian corridor land should be considered.</p> <p>Camden Council encourages land owners and developers to find the best and most innovative use of riparian corridor land having regard to the particular circumstances of each case.</p>	<p>Potential alternative options for future management of the land include private ownership in the rear yards of residential properties, private ownership on the site of an appropriate development, private ownership on larger lots capable of being used for environmental activities have been explored.</p> <p>The Oran Park riparian lands have been considered in the earliest planning of the Precinct as complementary to water cycle management and passive recreation and cycleway strategies for the Precinct. In other words, the corridors have been identified for multiple public uses and so the potential for effective management through private ownership is minimal.</p> <p>Notwithstanding, the developers have identified that 4.5ha of riparian land can be managed by private land holders. These are certain lands shown in the attached map situated adjacent to The Northern Road, Cobbitty Road, and land that traverses a proposed</p>

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Policy provision or requirement	Comment regarding compliance
Council may accept riparian corridor land as public open space only where community and environmental benefits are adequately demonstrated.	retirement village in the south-eastern part of the site. The attached map of the proposed Oran Park open space network shows the community and environmental benefits of the VPA offer.
Where a Waterfront Land Strategy has been approved for the land, the proponent need only consult with Council (not DECC).	The Oran Park and Turner Road Waterfront Land Strategy was published in the Government Gazette on 17 July 2009.
Prior to the development of land containing a riparian corridor, the proponent shall put a proposal to Council in writing, identifying all the riparian corridor land that is intended to be dedicated to Council.	See attached map of riparian corridor land, showing the land to be dedicated to the Council.
No Section 94 credits will be granted relating to the land or to any embellishments proposed upon the land (unless a portion of the land is approved for a use associated with a Section 94 facility, e.g. open space, cycle way, road crossing, drainage).	The developers propose to provide the cycleways that are identified in the section 94 contributions plan as being adjacent to or within the riparian corridors. The developers intend to obtain a contributions credit for these works. The developers also propose to provide section 94 water cycle management facilities throughout the development (i.e. wetlands and bioretention facilities). Some of these facilities are likely to be within the riparian corridors land. The developers intend to obtain a contributions credit for such works. No other land or works section 94 contributions are sought as part of the proposed dedication and embellishment of riparian corridors land.
Development adjoining the corridor must be designed in accordance with Safer by Design principles (such as through the provision of perimeter roads, landscape design that maintains sight lines and lighting appropriate to the intended use).	Landcom does apply the Safer by Design principles in its design of open space and adjoining land. The first section, along Kolombo Creek, has already been approved by Council. Subsequent sections will be the subject of individual DAs where Council has the opportunity to ensure that safety and security will be adequately addressed.
The developer will pay for the maintenance costs of the land for a minimum period of five years from the date of practical completion of the embellishment works, or such longer period as is required to achieve the outcomes stated in the Vegetation Management Plan (VMP) for the land. However, the land may be dedicated to Council at an earlier time, when it is agreed that the outcomes stated in the VMP for the land have been achieved (but no less than 2 years from the commencement of the maintenance period) subject to the continued funding of the minimum 5 year maintenance period by the developer.	The developers are prepared to meet the full cost of maintenance of the riparian corridor land for a period of five years from the date of practical completion of the embellishment works. A VMP will be prepared by Landcom and approved by Council before the first section of riparian corridor is dedicated. This will relate to the first section (Kolombo Creek) but be amended as required to reflect the issues relating to further sections of the riparian corridor as these arise.
The land will be dedicated in a staged fashion corresponding with the staging of development adjacent to the riparian corridor; dedication will not be accepted despite the above provisions, until the	The developers agree to the staged dedication of riparian corridor land.

ORD06

Attachment 2

ORD06

Attachment 2

.14

Policy provision or requirement	Comment regarding compliance
adjoining land has been developed.	
The land will be landscaped in a manner that considers salinity impacts and minimises bushfire risk.	Salinity and bush-fire risk will be considered in the preparation of (and subsequent iterations of) the VMP, including in the choices of plant species.
The land will be landscaped or otherwise embellished in consultation with Council and in a manner that will ensure minimal on-going maintenance and management costs and in accordance with the requirements of an approved Vegetation Management Plan for the land.	The developers will lodge a DA together with a VMP and associated Plan of Management (PoM). The PoM will be prepared according to sections 35 and 36 of the Local Government Act 1993 for the use and management of community land. It is considered that the appropriate additional 'Core objectives' for 'land categorised as a watercourse' (section 36M) are appropriate in this instance.
NOTE: The subject land and any proposed embellishments must be provided at no cost to Council as negotiated through a Voluntary Planning Agreement (VPA) process.	The developers agree to this approach subject to section 94 contribution credits being granted for the cycleway and water cycle management works that are identified in the section 94 contributions plan and that are within the riparian corridors.
NOTE: Council may modify or add to the above general terms and conditions having regard to the circumstances of each case.	Given the extensive discussions to date it would not be considered appropriate to add to the above general terms or make them more onerous. Any specific additional matters could be incorporated in the review of the VMP or PoM.
NOTE: Council encourages innovative management and maintenance solutions, including offers of joint or developer-funded maintenance for an appropriate period post dedication of land.	The developers are happy to discuss any alternative management options that are suggested by the Council for the riparian corridors land.
NOTE: Acceptance of land in accordance with this policy will be at the sole discretion of Council.	Noted.
The proponent is to provide (in the approved Vegetation Management Plan and Draft Plan of Management for the land) a schedule of works with a cost estimates for all components of the works for the ongoing management and maintenance of the land.	The schedule of works and estimate of ongoing costs will be included in the VMP and draft PoM. These works will appropriately consider the provisions of the DCP and the Waterfront Land Strategy.
Any riparian corridor proposed to be dedicated to Council must be designed, constructed and maintained in accordance with the relevant Vegetation Management Plan approved for the subject land and in accordance with all relevant conditions of development consent for works on the subject land.	
In the case of the Oran Park and Turner Road Precincts, the riparian corridors must be designed and constructed in accordance with the Oran Park and Turner Road Waterfront Land Strategy, July 2009, the Oran Park and Turner Road Development Control Plans, any approved Vegetation Management Plan and all relevant conditions of development consent for works on the subject land.	

..5

Conclusion

The developers are committed to the implementation of a significant proportion of the Oran Park Precinct release area over the long term. This commitment is comprehensive and covers both private land and the public infrastructure networks necessary to sustain a high quality of life for the future residents.

The developers have commenced this process in a productive partnership with Camden Council. The developers and Council are pursuing negotiations for a comprehensive voluntary planning agreement that, when finalised, will assure delivery of in the order of \$150 million in community infrastructure in the Precinct.

The developers' part of the Precinct contains over 40 hectares of riparian corridor land. This land will not only support environmental conservation objectives, but also is integral to the achievement of the Precinct's pedestrian and cycle access and water cycle management planning objectives. In addition, the land will directly interface with several kilometres of new housing areas.

Appropriate and sustainable ongoing management of the riparian corridors of Oran Park, including the gradual handover of the majority of these areas to the Council and appropriate maintenance commitments by the developers, is considered to be in the community interest. The developers propose the embellishment and dedication of over 36 hectares of riparian corridor land to the Council.

It is considered that this proposal is consistent with Council's policy on dedication of riparian corridors. Matters of detail regarding the arrangements can be negotiated as part of the VPA process.

Accordingly, the developers seek Council's in-principle endorsement of their proposal to dedicate riparian corridors land at Oran Park.

Attachments:

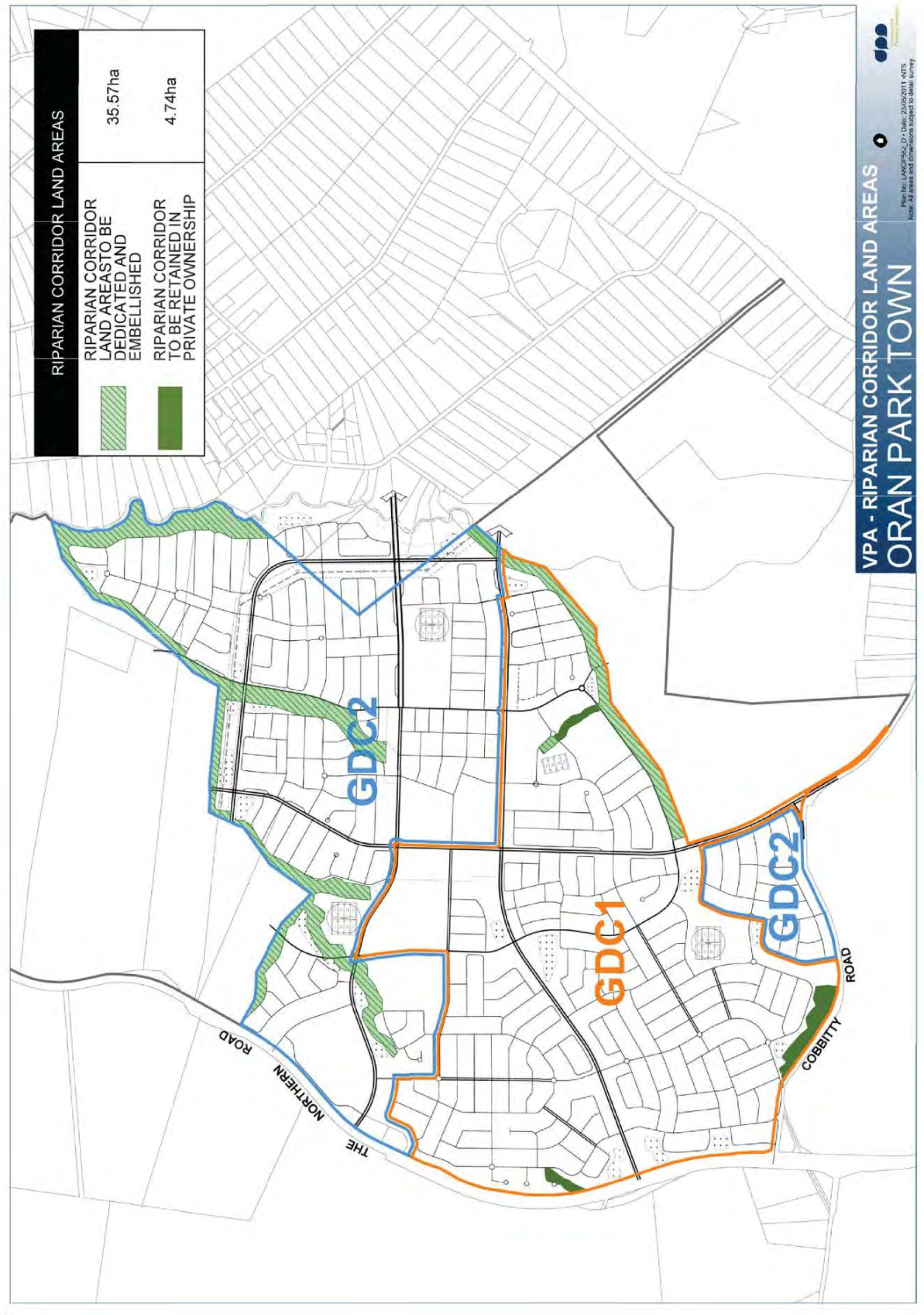
Riparian Corridors Land Areas Map

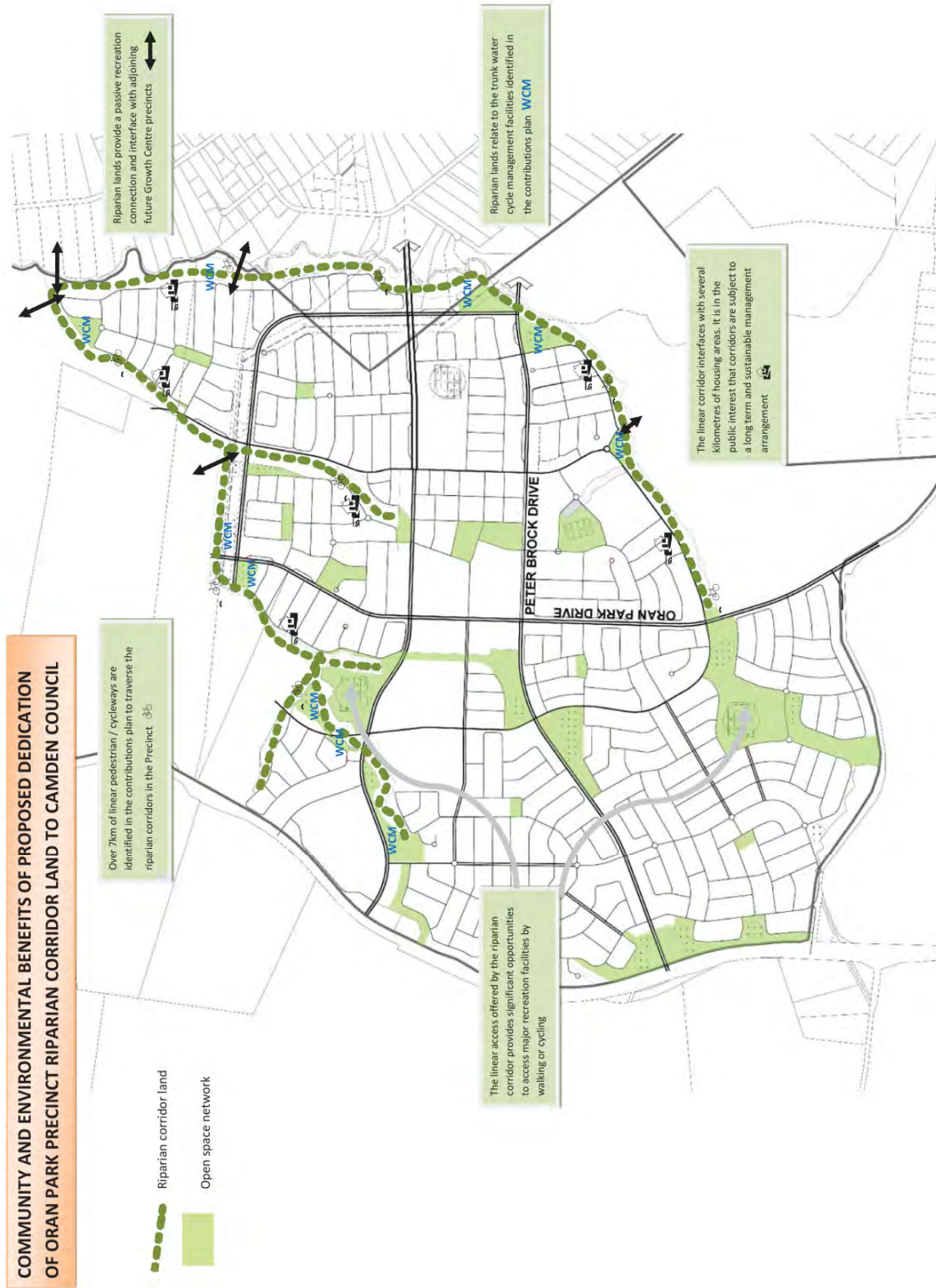
Community and Environmental Benefits Map

ORD06

Attachment 2

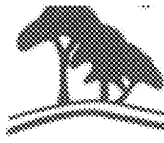
Attachment 2
ORD06





COMMUNITY AND ENVIRONMENTAL BENEFITS OF PROPOSED DEDICATION OF ORAN PARK PRECINCT RIPARIAN CORRIDOR LAND TO CAMDEN COUNCIL

ORD06



GREENFIELDS

Development Company No.2 Pty Ltd

Oran Park Driv
Oran Park Town NSW 257
PO Box 86
Narellan NSW 256
Ph: 61 2 9043 7500 | Fax: 61 2 9043 759
Email: lexie@greenfields.net.au
ABN 31 133 939 96

28 July 2011

The General Manager
Camden Council
PO Box 183
CAMDEN NSW

ATTENTION: MS KATE SPEARE

Dear Kate,

RE: SUBMISSION RELATING TO THE ORAN PARK VOLUNTARY PLANNING AGREEMENT

1. Introduction

On behalf of Greenfields Development Company 2 (GDC 2) and the landowner, Leppington Pastoral Company (LPC), we provide a submission in relation to the draft Oran Park Urban Release Area Planning Agreement (the VPA), which is currently on public exhibition.

Landcom and Greenfields Development Company (GDC) have separately forwarded a supportive submission. This submission by GDC-2 emphasises some further aspects of the exhibited VPA that have come to light after consideration by planning consultants DPS, on the instructions of GDC -- 2 and in the interests of GDC -- 2 and LPC.

We take this opportunity to thank all Council staff and associated stakeholders for all of their efforts in progressing the VPA to public exhibition and we look forward to its adoption and implementation.

The adoption of the VPA will represent a significant achievement to enable delivery of local infrastructure for the current and future residents of Oran Park and the wider area. It presents a major commitment by both Council and the development stakeholders to the financial and social development of Camden.

2. Matters for Consideration

In order to ensure that the intent of the VPA is implemented in an efficient and administratively expeditious manner, we request the following matters be considered for inclusion within or amendment of the exhibited VPA.

a) *Clause 9.3 -- Dedication of Land*

Clause 9.3 of the VPA requires transfer of land to Council on which works have been undertaken, within 7 days of completion of the works required under the VPA.

Attachment 3

The proposed 7 day timeframe may not take account of all relevant inspections and processes required to be undertaken by both the developer and Council following the completion of all works on a specified project.

We also note that the transfer of land or title to Council may be dependent upon processing timeframes within a number of State Government Agencies which is beyond the control of the developer or landowner.

In addition, the VPA currently does not incorporate a definition of 'completion of works'. This may cause confusion at a later date depending on whether the VPA is referring to practical completion of works, full completion of all works relating to a project, or end of the maintenance period. We propose that the expectations of completion of works should be related to requirements outlined under a relevant Development Consent.

We therefore seek modification of the VPA as follows:

- Modification of the current 7 day timeframe to reflect all relevant processes/procedures which are required to be undertaken to achieve transfer of the land/title.
- We suggest a timeframe of 28 days would be more appropriate, with additional text to be incorporated which allows for extension of this timeframe as a result of unforeseen circumstances.
- Include a definition of 'completion of works' in the VPA. In this regard, there is a need to ensure that Clause 9.3 of the VPA is consistent with expectations regarding transfer/dedication of land and facilities as would be required under any Development Consent issued for the works.

b) Timeframe for Design Specifications and Concept Approval

Clauses 12 and 13 of the VPA outline the process for achieving Council pre DA approval for the design of Major and other facilities to be delivered under the VPA.

These clause incorporates a requirement for Council to specify its requirements for a facility prior to concept design being undertaken. These clauses do not incorporate a timeframe for Council to forward the requirements.

Given that all stakeholders are committed to achieving delivery of these facilities in a timely fashion, we request that these clause be modified to require Council to provide specifications for the relevant facilities within a 1 month timeframe. This is consistent with similar timeframes incorporated under other parts of Clauses 12 & 13.

In addition, Clauses 12 & 13 reference Council issuing an approval for Concept Plan and detailed designs prior to lodgement of a facility being undertaken. The VPA does not outline what format this approval will be issued under. We request that the VPA be amended to specify that Council must issue a "written approval" for the Concept Plans and detailed designs of facilities.

We therefore seek modification of the VPA as follows:

- Clauses 12.3 and 13.3 be modified to include a timeframe of 1 month for Council to specify the requirements for the relevant facilities.

ORD06

Attachment 3

- Clauses 12 & 13 be amended to specify Council will issue written approval for Concept Plans and Detailed Designs of facilities.

Alternatively, the above timeframes and approval formats could be formulated and agreed within Project Control Group operating procedures.

c) Level of documentation required for Detailed design plans

As outlined above, Clauses 12 and 13 relate to achieving Council pre DA approval for the design of Major and other facilities to be delivered under the VPA.

These Clauses require submission of “*detailed design*” plans for relevant facilities to Council for review and approval prior to lodgement of a Development Application. The exhibited VPA does not specify an expected level of documentation to be submitted i.e. DA or Construction documentation.

The clause as written in the exhibited VPA may result in significant confusion during the review process with Council as to what level of detail is required to be demonstrated to allow development plans to be approved in a preliminary fashion. It would be inappropriate, and cost prohibitive to prepare detailed construction plans prior to the submission of a Development Application.

We therefore seek modification of the VPA as follows:

- The VPA be amended to require preparation of detailed concept plans, similar to DA plan documentation, for Council pre DA approval.

Alternatively, specifications could be determined within Project Control Group operating procedures.

d) Securities

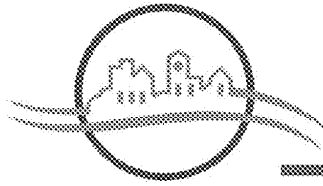
We appreciate that the required securities as specified in the Draft VPA may need to be reviewed in the light of a recent Court decision. We would appreciate being kept informed of any re-consideration of Securities by Council.

Should you wish to discuss this matter please feel free to contact me by phone or email.

Yours faithfully
Greenfields Development Company No 2 Pty Ltd



RALPH BRUCE
GENERAL MANAGER – PROPERTY.



**ORAN PARK
TOWN**

Oran Park Drive
Oran Park Town NSW 2570
PO Box 28
Narellan NSW 2567
Ph: 61 2 9043 7500 | Fax: 61 2 9043 7555
Email: info@oranparktown.com.au

27 July 2011

The General Manager
Camden Council
PO Box 183
CAMDEN NSW 2570

Attention: Kate Speare

Dear Madam,

Draft Voluntary Planning Agreement for Oran Park

We refer to the Draft Oran Park Release Area Planning Agreement currently on public exhibition.

Greenfields Development Company and Landcom are committed to working in partnership with Camden Council to ensure the timely delivery of high quality facilities to the future residents of Oran Park and the wider community.

Our commitment to the future of Oran Park is demonstrated by the inclusion in the Draft Planning Agreement of the provision of works and land with a value in excess of that required by Council's Section 94 Contributions Plan.

We support the Planning Agreement as a means to provide both Council and the community with certainty around the quality and timing of facilities and infrastructure that will be delivered at Oran Park.

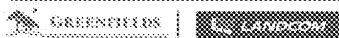
Minor amendments to the draft agreement suggested by Council and discussed with Kate Speare and Vanessa D'Emanuele on 22 July 2011 are acceptable to, and supported by Greenfields Development Company and Landcom.

We look forward to a long and fruitful working relationship with Council and the growing Oran Park community.

Yours Faithfully,

Matthew Beggs
Development Director – Oran Park
Landcom

Ralph Bruce
General Manager
Greenfields Development Company Pty Limited



www.oranparktown.com.au

ORD06

Attachment 3

ORDINARY COUNCIL

ORD07

SUBJECT: AMENDMENT TO COUNCIL'S 2011/12 ADOPTED FEES AND CHARGES

FROM: Director Governance

BINDER: Oran Park and Turner Road DCP

PURPOSE OF REPORT

The purpose of this report is to advise Council of the outcome of the recent exhibition of the proposal to amend Council's Adopted Fees and Charges for 2011/12 as resolved by Council at its Ordinary Meeting of 12 July 2011.

BACKGROUND

At its meeting of 12 July 2011, following consideration of a report in relation to the delegation of the Growth Centre Development Control Plans (DCPs) to Council from the Department of Planning and Infrastructure (DPI), Council resolved to exhibit a proposed change to the Adopted Fees and Charges 2011/12. The proposed change is to ensure that Council is able to charge for requests to amend the Growth Centre DCPs as it does for the Camden Development Control Plan 2011. Council also resolved to exhibit the proposed change for 28 days as required by the Local Government Act 1993 and to be informed of the outcome of the public exhibition by a further report to Council.

MAIN REPORT

As detailed in the previous report, the DPI has delegated certain functions related to Growth Centres DCPs to Council. Currently the only relevant DCPs are the Oran Park and Turner Road DCPs. However, the number of DCPs for the Growth Centre will increase over time.

The delegation of the functions has cost implications for Council. Primarily, the Council will have to resource any changes to the DCPs by way of staffing, advertising and administration costs that have previously been borne by the DPI. Council currently charges a fee to cover these costs in relation to the Camden Development Control Plan 2011. However, as these costs were previously the responsibility of the DPI for Growth Centres DCPs, no such fee exists to cover the costs for these DCPs. Accordingly, and in keeping with Council's resolution of 12 July 2011, a change to the adopted Fees and Charges 2011/12 has been proposed and exhibited. The change is to substitute the reference to "Camden Development Control Plan 2011" with "any Development Control Plan".

The proposed change was advertised and exhibited for a period of 28 days as required by the Local Government Act 1993. No submissions were received during the exhibition period. Having regard to the costs implications of the recent delegation and there being no submissions received on this matter during exhibition, Council should now formalise the amendment to the Adopted Fees and Charges.

CONCLUSION

The delegation of the functions of the DPI to Council in relation to the Growth Centre DCPs incorporates cost implications for Council. The change to the Adopted Fees and Charges 2011/12 to ensure that these cost implications can be addressed, by substituting the reference to “Camden Development Control Plan 2011” with “any Development Control Plan” was exhibited for 28 days and no submissions were received. The change to the Fees and Charges 2011/12 should now be formalised.

RECOMMENDED

That Council:

- i. notes the outcome of the public exhibition of the proposed amendment of the Adopted Fees and Charges 2011/12; and**
- ii. amend the Fees and Charges 2011/12 by changing the description of the Camden Development Control Plan 2011 fee to incorporate any Development Control Plan.**



ORD08

ORDINARY COUNCIL

ORD08

SUBJECT: INVESTMENT MONIES JULY 2011
FROM: Director Governance
BINDER: Investment Monies

PURPOSE OF REPORT

In accordance with Part 9, Division 5, Section 212 of the Local Government (General) Regulation 2005, a list of investments held by Council as at 31 July 2011 is provided.

MAIN REPORT

It is certified that all investments have been made in accordance with Section 625 of the Local Government Act 1993, the relevant regulations and Council's Investment Policy.

The weighted average return on all investments was 5.96% p.a. for the month of July 2011.

The Principal Accounting Officer is the Manager Corporate Services.

RECOMMENDED

That:

- i. **Council note that the Principal Accounting Officer has certified that all investments held by Council have been made in accordance with the Local Government Act, Regulations, and Council's Investment Policy.**
- ii. **the list of investments for July 2011 be noted.**
- iii. **the weighted average interest rate return of 5.96% p.a. for the month of July 2011 be noted.**

ATTACHMENTS

1. Investment Report July 2011

CAMDEN COUNCIL

Investments as at: 31st July 2011

INSTITUTION (Long term / short term credit ratings)	TYPE	IBD NO.	TERM	MATURITY DATE	INTEREST RATE (p.a.)	PORTFOLIO %	INVESTMENT AMOUNT
WESTPAC	TD	2436	210	28-Sep-11	5.92%		2,000,000
AA / A-1+	TD	2448	164	22-Dec-11	6.03%		1,000,000
	TD	2451	204	9-Feb-12	6.06%		2,500,000
	TD	2452	204	16-Feb-12	6.16%		1,000,000
	TD	2453	140	21-Dec-11	6.11%		1,000,000
	TD	2454	204	23-Feb-12	6.26%		1,000,000
						16%	<u>8,500,000</u>
CITIBANK	TD	2408	244	20-Sep-11	6.25%		3,000,000
A+ / A-1						0%	<u>3,000,000</u>
BANK WEST	TD	2416	182	23-Aug-11	6.00%		2,000,000
AA / A-1+	TD	2426	118	9-Aug-11	5.90%		2,000,000
	TD	2435	142	20-Oct-11	6.22%		1,000,000
						9%	<u>5,000,000</u>
NAB	TD	2432	120	14-Sep-11	5.85%		2,000,000
AA / A-1+	TD	2443	183	22-Dec-11	6.18%		2,000,000
	TD	2445	195	12-Jan-12	6.14%		1,500,000
	TD	2447	198	19-Jan-12	6.15%		1,400,000
	TD	2449	199	26-Jan-12	6.17%		1,500,000
	TD	2450	198	2-Feb-12	6.14%		2,000,000
						20%	<u>10,400,000</u>
ING DIRECT	TD	2442	156	24-Nov-11	6.00%		1,500,000
A+ / A-1	TD	2423	180	27-Sep-11	6.16%		2,000,000
	TD	2440	176	1-Dec-11	6.21%		2,000,000
						10%	<u>5,500,000</u>
SUNCORP METWAY	TD	2428	126	31-Aug-11	5.98%		1,500,000
A+ / A-1	TD	2429	126	7-Sep-11	6.04%		3,000,000
	TD	2431	125	15-Nov-11	6.26%		1,500,000
	TD	2433	140	5-Oct-11	6.11%		1,000,000
	TD	2434	142	13-Oct-11	6.14%		2,000,000
	TD	2437	146	27-Oct-11	6.14%		1,000,000
	TD	2438	149	3-Nov-11	6.15%		2,000,000
	TD	2439	183	8-Dec-11	6.21%		2,000,000
	TD	2441	148	10-Nov-11	6.07%		1,000,000
						28%	<u>15,000,000</u>
ST GEORGE	TD	2415	182	17-Aug-11	6.00%		1,500,000
AA / A-1+	TD	2444	188	5-Jan-12	6.13%		1,600,000
	TD	2446	167	15-Dec-11	6.00%		1,500,000
						9%	<u>4,600,000</u>
CBA	CALL			Call	5.25%	2%	1,220,000
AA / A-1+							
				TOTAL INVESTMENTS HELD		100%	<u>53,220,000</u>

ORD08

Attachment 1

CAMDEN COUNCIL

Investments as at: 31st July 2011

SEC 04 DEVELOPER CONTRIBUTIONS	22,781,735
RESTRICTED GRANT INCOME	754,016
EXTERNALLY RESTRICTED RESERVES	14,685,146
INTERNALLY RESTRICTED RESERVES	11,337,051
GENERAL FUND	3,662,052
TOTAL	53,220,000

The source funds invested are indicative only, due to Council's annual financial statements still being finalised for 30 June 2011. The overall reduction in Council's investment portfolio of \$380,000 has been used to fund Council's general operations.

NUMBER OF INVESTMENTS	31
AVERAGE DAYS HELD	169
AVERAGE PERCENTAGE RETURN	6.10% p.a.
WEIGHTED PORTFOLIO RETURN	5.96% p.a.
CBA CALL ACCOUNT *	5.25% p.a.
HIGHEST RATE	6.26% p.a.
LOWEST RATE	5.85% p.a.
BUDGET RATE	6.30% p.a.
AVERAGE BBSW (30 Day)	4.85% p.a.
AVERAGE BBSW (90 Day)	5.07% p.a.
AVERAGE BBSW (120 Day)	5.08% p.a.

*Note: CBA call account is not included in the investment performance calculations

TD - Term Deposit - This is a secure investment with a fixed interest rate for the term of the investment.

BB - Bank Bills - This is a negotiable security that is sold at a discount to face value with the full face value paid on maturity.

NCD/TCD - Negotiable/Transferable Certificate of Deposit - Very similar to Bank Bills but often have a higher minimum investment and can have longer maturity dates.

CRI - Committed Rolling Investment - For terms of 1-3 years. The interest rate is set at a margin above the bank bill swap rate for the term of the investment. The investment rolls monthly or quarterly and the BBSW is reset at roll date.

FRN - Floating Rate Note - Generally have 5-10 year terms but are tradable securities that can be bought & sold at prevailing market rates. The interest rate is set at a margin above the bank bill swap rate. Interest coupon is paid quarterly and the rate is reset on coupon date.

BBSW - Bank bill swap rate

LONG-TERM AND SHORT-TERM CREDIT RATINGS AS ISSUED BY STANDARD & POOR'S

A credit rating is a current opinion of an obligor's overall financial capacity (its creditworthiness) to pay its financial obligations.

Long-Term Issuer Credit Ratings

AAA - An obligor rated 'AAA' has an extremely strong capacity to meet its financial commitments. 'AAA' is the highest Issuer credit rating assigned.

AA - An obligor rated 'AA' has very strong capacity to meet its financial commitments. It differs from the highest-rated obligors only to a small degree.

A - An obligor rated 'A' has a strong capacity to meet its financial commitments but is somewhat more susceptible to the adverse effects of changes in circumstance and economic conditions than obligors in higher rated categories.

BBB - An obligor rated 'BBB' has adequate capacity to meet its financial commitments. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitments.

Short-Term Issuer Credit Ratings

A-1 - An obligor rated 'A-1' has strong capacity to meet its financial commitments. It is rated in the highest category.

A-2 - An obligor rated 'A-2' has satisfactory capacity to meet its financial commitments. However, it is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligors in the highest rating category.

Plus (+) or Minus (-)

Both long-term and short-term ratings may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

ORDINARY COUNCIL

ORD09

ORD09

SUBJECT: COMMUNITY FINANCIAL ASSISTANCE - CIVIC CENTRE CULTURAL PERFORMANCE SUBSIDY

FROM: Director Works & Services

BINDER: Civic Centre Fee Relief

PURPOSE OF REPORT

To seek Council approval to allocate funding to local community groups and organisations under Council's Civic Centre – Cultural Performance Subsidy, part of Council's Community Financial Assistance.

BACKGROUND

Each year, Council provides a small amount of funds as fee relief for not-for-profit groups providing musical or performance presentations at the Camden Civic Centre. These funds increase venue accessibility to groups wishing to provide such performances for the community.

The funding round is held annually in July for amounts of \$400 to \$1,200 (GST exclusive).

The policy is in place to attract a minimum of six high quality cultural performances to the Civic Centre for the community. Civic Centre management also seeks up to three events to complement the calendar, sourced to meet the needs of the community and its demographic breakdown.

Objectives

The objectives of the policy are:

- To increase accessibility to the Camden Civic Centre venue for not-for-profit community performance groups;
- To enhance community awareness and involvement in cultural performances and heighten the profile of community performance groups; and
- To enhance community well being and sense of belonging, through exposure to high quality cultural events and activities that are of interest to key demographic groups.

Eligibility

- Applications for cultural performances scheduled to be held at Camden Civic Centre in the July to June period – dates must coincide with the availability of the facility;
- Funds must be available to non-government organisations who are not-for-profit and/or community based in the Camden LGA, or undertaking a performance of direct benefit to the community and people of Camden LGA; and
- Applications may be for a portion of venue hire costs up to the value of and not exceeding \$1,200 (excluding GST). Funds which provide for either the cost of

the auditorium on a Saturday evening, or a day hire of the auditorium and gallery for six hours, Sunday to Friday.

MAIN REPORT

The July 2011 funding round was advertised in the Camden Advertiser, Council and Civic Centre websites, Let’s Connect and through direct marketing to organisations on the Civic Centre database and community directory.

Council received 14 applications in this funding round with requests totalling \$12,700 (GST exclusive). A total of \$10,900 is available for allocation in 2011/2012.

Details of requests are as follows;

Applicant	Request
2011 Carols Festival; Spastic Council and Agape	\$1,200
Song room Performance	\$400
Watoto Choir; Agape	\$1,200
Macarthur Anglican African Aids Foundation	\$600
Campbelltown Camden District Band	\$1,200
Rockwave Youth event; Lifehouse Church	\$800
Fishers Ghost Youth Orchestra	\$1,200
Sydney Detachment Band	\$1,000
40 Hour Famine/Justice Project	\$700
Camden Seniors Activities	\$400
Burns Physical Culture	\$1,200
Penrith Symphony Orchestra	\$1,200
Lachlan Glenn	\$400
Youth Week Program	\$1,200

Each of the applications were assessed against the criteria from information provided on the application and in light of available funds for 2011/2012, audience trends, evidence of planning and partnerships and the detail provided on the application.

Attachment 1 at the end of the report provides a summary of each application received with an assessment against the program’s criteria.

It should be noted that previous funding and a history of events previously staged within the venue has been considered in determining the likely response from the community and level of funding.

The applications received were assessed to include the following;

- 8 x All age events/family events
- 1 x Senior event
- 1 x School age event
- 3 x Youth events

As in previous years, there were no applications for events for 0-5 year olds. As indicated in the policy, Civic Centre Management will source three appropriate events to meet the needs of this demographic, with a maximum allocation of \$600 to each event (total \$1,800).

It should also be noted that many of the applicants have been funded in previous years and the total of the requests significantly exceeds available funds.

It is recommended that a sum of \$9,100 be used to partially fund 13 of the applications to enable the Centre's program of events to broaden and embrace a range of quality entertainment for the community of Camden.

The Table below provides a summary of the recommended funding;

Applicant	Request	Recommended	Amount
Carols festival	\$1,200	Maximum funding of \$800	\$800
Song room	\$400	Request funded	\$400
Watoto	\$1,200	Maximum funding of \$800	\$800
African Aids	\$600	Request funded	\$600
CCBD	\$1,200	Maximum funding of \$800	\$800
Rockwave	\$800	Request funded	\$800
FGYO	\$1,200	Maximum funding of \$800	\$800
Sydney Navy Band	\$1,000	Request funded – new event	\$1,000
Justice Project	\$700	Request funded	\$700
Seniors Concert	\$400	Request Funded	\$400
Penrith Symphony	\$1,200	Maximum funding of \$800	\$800
Lachlan Glen	\$400	Request funded	\$400
Youth Week	\$1,200	Maximum funding of \$800	\$800

One application is considered to fall outside of the eligibility, as it is from a commercially based group running a physical culture competition, and is not considered a cultural performance of interest to the wide community.

CONCLUSION

Council's Civic Centre Cultural Performance Subsidy has attracted a number of applications with the total value of applications exceeding the amount available for subsidy. The range of applications is not considered to cover all ages and hence Civic Centre Management will seek to source up to 3 other performances focussing on 0-5 year old children. The remaining budget of \$1,800 can be used to finance these performances.

Most applications represent performances which would add to the cultural life of the Camden Community. However, due to the large number of applications, some are recommended to be only partly funded.

The 13 applications recommended for funding represent a significant cultural program for the broad community, and provide excellent support to the cultural calendar for the Camden Civic Centre.

ORD09

RECOMMENDED

That Council:

- i. provides \$9,100 (GST exclusive) in funds under Council's Civic Centre Cultural Performance Subsidy to the applicants as outlined in this report;**
- ii. agree for Civic Centre Management to utilise the balance of \$1,800 to source up to three events for the 0 – 5 year old demographic; and**
- iii. advise all applicants of the outcome in writing.**

ATTACHMENTS

1. Fee Relief Summary - Assessment Against Criteria

Attachment 1 - Assessment Against Criteria

Applicant	CAROLS FESTIVAL 2011	SONGROOM	CONCERT OF HOPE WATOTO CHOIR	ANNUAL CHARITY CONCERT African aids	CCBD	ROCKWAVE YOUTH EVENT	FGYO	SYDNEY DETACHMENT NAVY BAND	40 HOUR FAMINE	CAMDEN SENIORS	BURNS PHYSICAL CULTURE	PENRITH SYMPHONY	LACHLAN GLENN	YOUTH WEEK
Demonstrate value to both the Camden community and Council through the provision of high quality cultural performance	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y
Involve participation and audience from local residents	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Indicate local support either financial or in kind	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Show evidence that the proposed activity is well planned and likely to attract the target audience	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Contribute to the annual Civic Centre cultural program	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y
Events are scheduled	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Requested	\$1200	\$400	\$1200	\$600	\$1200	\$800	\$1200	\$1000	\$700	\$400	\$1200	\$1200	\$400	\$1200
History / Assessment	F	F	F	New	F	F	F	New	F	G	N	P	F	F
Recommendation	66%	100%	66%	100%	66%	100%	66%	100%	100%	100%	0%	66%	100%	66%
	\$800	\$400	\$800	\$600	\$800	\$800	\$800	\$1000	\$700	\$400	\$0	\$800	\$400	\$800

ORD09

Attachment 1

Attachment 1

ORD09

Attachment 1 - Assessment Against Criteria

Key				
Y	Meets criteria		66%	Of requested funding amount
P	Partially meets criteria		100%	Of requested funding amount
N	Doesn't meet criteria satisfactorily		F	Funded previously
New	Not received funding before		G	Paid annual subsidy

Total requested \$12,700
Total available \$10,900
Total recommended \$9,100

Balance held for cultural events; \$1,800 to be utilised for promotion of three events for identified groups including Children 0-5yrs



ORDINARY COUNCIL

ORD10

ORD10

SUBJECT: ROADS AND TRAFFIC AUTHORITY 2011/12 BLOCK GRANT AGREEMENT AND PROGRAM FUNDING

FROM: Director Works & Services

BINDER: Grants and Subsidies/Programs/Road Grants/RTA Grants

PURPOSE OF REPORT

To seek Council acceptance of funding for 2011/12 under the Regional Road Block Grant Agreement, REPAIR Program, Road Safety Program, Cycleways Program, Pedestrian Facilities Program and Black Spot Program, and to seek the allocation of the matching funds by Council where required.

SUMMARY OF RECOMMENDATION

It is recommended that Council accept grants from NSW Roads and Traffic Authority (RTA) and agree to allocate \$70,000 to match fund the REPAIR Program Grant by allocating \$70,000 from the uncommitted Budget Surplus from March 2011 Quarterly Review of the 2010/11 Budget.

BACKGROUND

The RTA provides funding assistance to Councils each year through the Regional Road Block Grant Agreement. Additionally, the RTA seeks applications each year for projects under a number of program headings. The RTA has advised that in the 2011/12 financial year, Camden Council has been successful in securing funding under five programs:

1. REPAIR Program;
2. Local Government Road Safety Program;
3. Local Government Pedestrian Facilities Program;
4. Cycleways Program; and
5. Nation Building Black Spot Program (administered by the RTA on behalf of the Federal Government).

MAIN REPORT

The RTA has advised Council of grant and program funding for 2011/12 as follows:

Program / Grant	Project / Budget	2011/12 grant (\$)	Minimum Council Contribution Required (\$)
Block Grant	Roads Component	103,000	None required
Block Grant	Supplementary Roads Component	39,000	None required
Block Grant	Traffic Facilities Component	125,000	None required
REPAIR Program	Cowpasture Bridge Rehabilitation	70,000	70,000
Road Safety Program	Road Safety Officer / Projects	47,450	44,650
Pedestrian Facilities	Hilder Street Pedestrian Crossing	7,000	7,000
Pedestrian Facilities	Lodges Road Pedestrian Refuge	5,000	5,000
Pedestrian Facilities	Cobbitty Road Pedestrian Refuge	5,000	5,000
Cycleways Program	Springs/Macarthur Rd Cycle Lanes	55,000	55,000
Black Spot Program	Werombi Rd Shoulder Treatments	315,000	None required
Black Spot Program	Welling Drive Traffic Facilities	210,000	None required
Black Spot Program	Currans Hill Drive Traffic Facilities	165,000	None required
TOTAL		1,146,450	186,650

The RTA has advised that the allocations are indicative until formal confirmation is given, following the release of the NSW State Budget in September 2011.

Regional Road Block Grant Agreement

The expenditure of Block Grant funds is at Council’s discretion, but must be directed to “acts of construction, maintenance improvements and related planning design, environmental surveys” subject to the following conditions:

- Roads component being spent on Regional Roads, as identified in the Block Grant Agreement;
- Supplementary Roads component being spent on Regional Roads, with this year’s funds nominated to be spent on re-sheeting Cawdor Road, Cawdor; and
- Traffic Facilities component, being spent on traffic facilities to “assist the flow of traffic and maximise road safety” on Regional and Local Roads;
- Expenditure of these grant monies is in accordance with the terms and conditions of the Block Grant Agreement; and
- The General Manager signing the Block Grant Agreement on behalf of Council.

Regional Roads within the Camden Local Government Area (LGA) are:

- Raby Road, Catherine Field;
- Camden Valley Way (Old Northern Road, Narellan to Argyle Street, Elderslie)
- Argyle Street, Camden / Elderslie
- Cawdor Road, Camden / Cawdor
- Murray Street, Camden
- Broughton Street, Camden;
- Old Hume Highway (Broughton Street to Camden Bypass), Camden; and
- Burraborang Road, Cawdor / Camden

There has been a slight increase in Block Grant funding from 2010/11 of \$3,000 for the Roads Component and \$3,000 for the Traffic Facilities Component, in line with inflation. The Supplementary Roads Component funding remains unchanged from the 2010/11 allocation.

It is also noted that an additional one-off Block Grant allocation of \$86,000 was allocated to Council at the end of 2010/11, because of additional road maintenance responsibilities arising from the Road Classification Review undertaken by the RTA in 2009, and Council subsequently taking on responsibility for Burragorang Road. These additional funds were spent on additional works undertaken during 2010/11 within the RTA guidelines.

REPAIR Program

The REPAIR Program provides additional funds for high merit projects, to supplement block grants. Funds are available on a dollar for dollar basis for councils to undertake larger works of rehabilitation on Regional Roads in order to minimise the long term maintenance costs.

In 2010/11 a structural survey was undertaken on Cowpasture Bridge on Argyle Street, Camden, which revealed the need for rehabilitation works. Council has successfully secured a funding contribution from the REPAIR Program in 2011/12 to undertake works to bring the bridge up to the required standard.

In 2010/11 the REPAIR Program contributed funded towards the following projects:

- Argyle Street, Camden - Pavement rehabilitation; and
- Cawdor Road, Cawdor (Segment 1 from Westbrook Road to Camden High School, Cawdor) - Pavement rehabilitation.

Local Government Road Safety Program

The Local Government Road Safety Program contributes funding towards the Community Road Safety Officer position. Additionally, Council has been successful in securing funding for the following specific projects:

- Drink Drive Prevention – delivering Drink Drive messages to the general public and working with NSW Police and licensees to reduce the incidence of drink driving;
- Choose Right Buckle Right - Child restraint checking and fitting days;
- Graduated Licensing Scheme - Workshops for parents and supervisors of learner drivers; and
- Log Book Run (joint project with Wollondilly Shire Council and Campbelltown City Council) – Organised drives to increase road experience and required Log Book hours for learner drivers.

There has been a slight decrease in the funding allocation for Road Safety projects from 2010/11. This is predominantly due to Campbelltown City Council taking over the role of Funds Manager for the Log Book Run. This will not have an impact on the delivery of the 2011/12 Program. Council also runs a number of other community and road safety programs with funding secured from other sources.

Local Government Pedestrian Facilities Program

Council has received advice from the RTA that all three projects that were applied for under the Local Government Pedestrian Facilities Program have received funding:

- Hilder Street, Elderslie – Reconfigured pedestrian crossing incorporating kerb extensions adjacent to Elderslie High School;
- Lodges Road, Narellan – Pedestrian refuge east of the intersection with Sirius Circuit to enhance access to bus stops; and
- Cobbitty Road, Cobbitty – Pedestrian refuge near the General Store to enhance access to the shop and encourage drivers entering the village to slow down.

These projects are all identified in Council's Pedestrian Access and Mobility Plan. Council last received funding from the Local Government Pedestrian Facilities Program in 2005/06.

Cycleways Program

Council has received advice from the RTA of funding towards:

- Springs Road / Macarthur Road, Spring Farm – On road cycle lane

Council is currently undertaking the full reconstruction and upgrade to urban standard of Springs Road, incorporating on-road cycle lanes along its length. Council has secured funding to extend the cycle lanes along Macarthur Road, match funded by the Springs Road Reconstruction project. The Sydney Metropolitan Strategy – South West Subregion (DoP, 2008) prioritises cycleway development from Camden to Narellan and this is part of one alternate route.

Council was unsuccessful in securing funding for a shared path on Hilder Street, adjacent to Kirkham Oval and will continue to seek available grant funding for this project. Council last received funding from the Cycleways Program in 2008/09, towards the construction of the Camden to Narellan Cycleway.

Nation Building Black Spot Program

Council has received advice from the RTA of Federal Government funding to undertake the following projects:

- Werombi Road / Sheathers Lane, Grasmere - Shoulder and delineation improvements
- Currans Hill Drive, Currans Hill – Local area traffic management
- Welling Drive, Mount Annan / Narellan Vale - Local area traffic management

The works are aimed at treating specific crash patterns and must accord with the grant submissions. It is noted that Council has already allocated funding in the 2011/12 budget towards the reconstruction of Segment 2 of Werombi Road. This work will be undertaken concurrently with the Black Spot Program project at this location to minimise disruption to the community and maximise construction resources.

Council was unsuccessful in securing funding for an upgrade to the intersection of Cobbitty Road and Macquarie Grove Road. An application has been submitted for Black Spot funding next year for measures on Macquarie Grove Road incorporating some enhancements at this intersection.

Council received funding from the Black Spot Program last financial year, to upgrade the intersection of Camden Valley Way and Kirkham Lane. The success in securing significant amounts of funding this financial year demonstrates the increasing robustness and benefit from improved cooperation with the RTA for applications prepared by Council.

FINANCIAL IMPLICATIONS

The Regional Road Block Grant Agreement and Nation Building Black Spot Program funds allocated in 2011/12 do not require matching funding from Council. There are no financial implications to Council in accepting the funds other than the commitment to complete the works by 30 June 2012.

The REPAIR Program, Pedestrian Facilities Program and Cycleways Program require a minimum financial contribution of 50% from Council. The Road Safety Program requires varied contributions from Council including 50% for the salary component of the Community Road Safety Officer.

Matching Council funding in 2011/12 and funding sources are proposed as follows:

Project	2011/12 grant (\$)	Council funding (\$)	Proposed funding source in 2011/12 Council budget
Cowpasture Bridge Rehabilitation	70,000	70,000	Uncommitted budget surplus from 2010/11 budget – to be allocated
Road Safety Officer / Projects	47,450	44,650	Already budgeted – various projects
Hilder Street Reconfigured Pedestrian Crossing	7,000	7,000	Already budgeted – Lodges Road / Hilder Street Reconstruction
Lodges Road Pedestrian Refuge	5,000	10,000	Already budgeted - Bus Stops DDA Compliance
Cobbitty Road Pedestrian Refuge	5,000	10,000	Already budgeted - Disability Action Plan
Springs Road / Macarthur Road On-road Cycle Lanes	55,000	363,000	Already budgeted - Springs Road Reconstruction

The current balance of the uncommitted budget surplus from the March 2011 quarterly review of the 2010/11 budget is \$1,315,744.

CONCLUSION

The RTA has advised Council of several allocations of grant funding available in 2011/12, some of which require a matching Council contribution. These allocations are for the following Grants and Programs:

- Regional Roads Block Grant Agreement
- REPAIR Program
- Local Government Road Safety Program
- Local Government Pedestrian Facilities Program
- Cycleways Program
- Nation Building Black Spot Program

Matching funding required for the Road Safety Program, Pedestrian Facilities Program and Cycleways Program has been identified from existing allocated budgets for

2011/12. It is recommended that the Cowpasture Bridge Rehabilitation project is match funded with \$70,000 by Council from the uncommitted budget surplus from the March 2011 quarterly review budget from 2010/11.

RECOMMENDED

That Council, subject to formal confirmation from the RTA following the release of the NSW State Budget:

- i. accepts RTA funding of \$267,000 under the Regional Road Block Grant Agreement;**
- ii. accepts RTA funding of \$70,000 towards Cowpasture Bridge Rehabilitation works on Argyle Street, Camden, under the REPAIR Program with matching Council funding of \$70,000 being sourced from the uncommitted budget surplus from the March 2011 quarterly review from 2010/11;**
- iii. accepts RTA funding of \$47,450 under the Local Government Road Safety Program with matching Council funding being already allocated in the adopted 2011/12 Budget;**
- iv. accepts RTA funding of \$17,000 under the Local Government Pedestrian Facilities Program towards projects on Hilder Street, Elderslie, Lodges Road, Narellan and Cobbitty Road, Cobbitty, with matching Council funding being already allocated in the adopted 2011/12 Budget;**
- v. accepts RTA funding of \$55,000 under the Cycleways Program towards the On-road Cycle Lanes on Springs Road / Macarthur Road, Spring Farm, with matching Council funding being already allocated in the adopted 2011/12 Budget;**
- vi. accepts Federal Government funding of \$690,000 under the Nation Building Black Spot Program to undertake projects on Werombi Road / Sheathers Lane, Grasmere, Welling Drive , Mount Annan / Narellan Vale and Currans Hill Drive, Currans Hill; and**
- vii. authorises the relevant documentation to be completed under Council Seal as necessary.**



ORDINARY COUNCIL

ORD11

ORD11

SUBJECT: T100/2012 CONSTRUCTION OF BELGENNY RESERVE IRRIGATION AND FIELD RENOVATION WORKS

FROM: Director Works & Services

BINDER: Capital Works\Belgenny Reserve

PURPOSE OF REPORT

To provide details of the tenders received for contract 100/2012, being the Construction of Belgenny Reserve Irrigation and Field Renovation Works and to recommend that Council accept the tender submitted by Southwell Group Pty Ltd.

BACKGROUND

In 2010 Council received grant funding from the Regional and Local Community Infrastructure Program (RLCIP) Round 3 to provide stormwater harvesting and irrigation at Belgenny Reserve, Camden. The scope of the works included installation of an overhead watering irrigation system, stormwater storage tank and a water quality disinfectant system.

As part of the RLCIP grant application funding was also provided by Council (in its allocation of 2011/12 Stormwater Levy funds) and Camden Falcons Soccer Club.

The existing fields require re-levelling to ensure successful operation of the proposed irrigation system. Consequently, the extent of the works is constrained to the main playing field.

The Camden Falcons Soccer Club have been kept informed of the extent works and the funding constraints on the project scope.

MAIN REPORT

Invitation to Tender

The tender for the Construction of Belgenny Reserve Irrigation and Field Renovation Works was advertised through the local press, Sydney Morning Herald and registered through the NSW Government e-tendering website. Tenders opened on 1 August 2011 and closed on 23 August 2011.

Tenderers were asked to provide a lump sum price for the works.

Tender Submissions

Tenders were received from the following companies:

<u>Name of Tenderer</u>	<u>Location</u>
1) Southwell Group Pty Ltd	Camden
2) Total Eden	Wetherill Park
3) Neverstop Water Harvesting Pty Ltd	Comer
4) Techscapes Australia Landscaping Pty Ltd	Smeaton Grange
5) Kantershow Civil Pty Ltd	Georges Hall
6) CPE Landscaping Pty Ltd	Mt Hunter

A summary of tender pricing is contained in the supporting documents.

Tender Evaluation

The aim of the tender evaluation process is to assess the capability of tenderers to provide the best value and quality services to Council and to recommend the preferred tenderer.

A tender evaluation panel was established and the submissions were assessed on price and non-price factors as agreed by the evaluation panel. Price was given a weighting of 75% and non-price factors a weighting of 25%.

Non price factors considered for this project were:

- Proposed Project Team and Subcontractors
- Program
- Company experience and capacity to complete the works
- References

Southwell Group Pty Ltd have provided the most competitive tender with a cost of \$233,901 (GST exclusive) as well as meeting all requirements of Council's tender documentation. Past clients were contacted and provided positive feedback for Southwell Group Pty Ltd.

The assessment panel members all agreed that the tender by Southwell Group Pty Ltd represented the best value to Council.

Project Budget

Sufficient funds are available within the current 2011/12 budget to accept the tendered price of Southwell Group Pty Ltd.

Relevant Legislation

The tender has been conducted in accordance with the Local Government Act 1993, the Local Government Regulations (2005) and Council's Purchasing and Procurement policy.

Critical Dates / Time Frames

Works are to begin onsite in October 2011 and be completed by January 2012.

CONCLUSION

Council sought tenders for construction of Belgenny Reserve Irrigation and Field Renovation Works during August 2011. This tender was conducted in accordance with the Local Government Act 1993, the Local Government Regulations (2005) and Council's Purchasing and Procurement policy.

Southwell Group Pty Ltd has provided a conforming tender which is within Council's budget. The tender assessment panel has concluded that the offer by Southwell Group Pty Ltd represents good value for money and the company has a proven record of completing projects of a similar nature.

RECOMMENDED

That Council:

- i. Council accept the tender provided by Southwell Group Pty Ltd for \$233,901 (GST exclusive); and**
- ii. authority be granted for the relevant documentation to be completed under the seal of Council.**

ATTACHMENTS

1. *T100/2012 - Tender Prices - Supporting Document*

ORDINARY COUNCIL

ORD12

SUBJECT: PROPOSED TENDER FOR THE CONSTRUCTION OF A PORTION OF LIZ KERNOHAN DRIVE BETWEEN CAMDEN BYPASS AND LODGES ROAD, ELDERSLIE.
FROM: Director Works & Services
BINDER: Lodges Road and Hilder Street Reconstruction

PURPOSE OF REPORT

To seek approval for the issuing of a tender for the construction of a portion of Liz Kernohan Drive between the proposed Camden Bypass intersection and Lodges Road in Elderslie.

BACKGROUND

A Memorandum of Understanding (MOU) between Council and the Department of Planning and Infrastructure (DPI) is currently being progressed to enable the delivery of major roadworks in the Spring Farm and Elderslie Release areas, including the Camden Bypass intersection and Liz Kernohan Drive (Camden Bypass to Richardson Road). This will allow the lifting of the development lot threshold and further release of land in Spring Farm.

Council has committed to the construction of the portion of Liz Kernohan Drive from the Camden Bypass intersection to Lodges Road. It is important that this link is constructed in time to coordinate with the works covered under the MOU, so as to improve traffic flows and land supply in Elderslie, which is also subject to a development threshold restriction.

The road design for Liz Kernohan Drive from Camden Bypass to Lodges Road is currently being completed. This section of road is approximately 500m in length and includes a major stormwater culvert crossing. Council is also proceeding with the acquisition of properties to form the 25m road reserve required for this road.

This work would be funded from the Draft Camden Contributions Plan 2011.

MAIN REPORT

Council is currently completing the design for reconstruction and upgrade to an urban standard of the section of Lodges Road from Franzman Avenue to Sirius Circuit. It is intended to issue the tender for this work late September 2011. Because of the advanced status of the design for the portion of Liz Kernohan Drive between the Camden Bypass and Lodges Road, it will be possible to issue a combined tender for Lodges Rd and the Liz Kernohan Drive construction works (with each being separable portions to provide Council some flexibility if required).

The advantages of tendering for the combined works include:

- substantial savings from the economies of scale. It is estimated that the combined cost of the two road projects (Lodges Road and the Elderslie portion

of Liz Kernohan Drive) will be in the vicinity of \$8 million, with the estimated costs for Liz Kernohan Drive representing a significant portion of that cost;

- utilisation of cut and fill requirements at both sites. Lodges Road, for example, will require significant volumes of fill which could be provided from the culvert excavation in the Liz Kernohan Drive section. This will negate the need to dispose of spoil offsite, which will also produce cost reductions;
- the works can seamlessly continue from Lodges Rd to Liz Kernohan Drive. The Lodges Road works will be carried out under a temporary road closure and the construction contract will stipulate that this work is of the utmost priority. Part of the tender document will require all submissions to include a program of works for approval and inclusion in the contract. This program would help determine whether some work, such as the culvert crossings in each road, could be carried concurrently without affecting the Lodges Road closure period.

There are a number of other benefits in the timely construction of the portion of Liz Kernohan Drive between Lodges Road and the Camden Bypass intersection, combined with Lodges Road and Hilder Street including:

- significant improvement for the amenity and connectivity for Elderslie residents and the wider community. Residents will be able to access Narellan Road and the M5 without having to pass through Narellan township;
- the lot threshold in the Elderslie Release Area will be able to be lifted and development be able to progress with less restrictions; and
- streetscaping, footpaths and cycleways will be included in along these major routes adding to the safety and amenity for residents.

Using the opportunity of a tender covering both components of work will allow Council to assess costs, cash flows and financing options to get both the best financial and development results.

The majority of construction work for Liz Kernohan Drive will be done in the 2012/13 financial year and budgets will need to reflect this timing. The actual split across the years will be clearer after tenders are assessed.

A separate report relating to the results of the tender and budget implications will be provided to Council when tenders have been assessed.

CONCLUSION

The progress on the MOU between Council and DPI for earlier delivery of an intersection on the Camden Bypass will help deliver improved access to both Spring Farm and Elderslie. However, a critical component for such access on the Elderslie side is a portion of Liz Kernohan Drive which is planned to be funded from Section 94 Contributions. This will compliment the upgrade of Lodges Road, currently underway.

There is an opportunity to issue a combined tender for the Lodges Road reconstruction and a portion of Liz Kernohan Drive (Lodges Rd to Camden Bypass) construction works. This is expected to provide significant cost savings and enable the road linking the latest Elderslie development to be completed to coincide with the construction of the Camden Bypass intersection.

To enable the road design, tender and construction process to proceed, it will be necessary for Council to approve the seeking of tenders to inform the budget for this project and include it in Council's Works Program.

ORD12

RECOMMENDED

That Council endorse the seeking of tenders to have both the reconstruction and upgrade of Lodges Road and the construction of the portion of Liz Kernohan Drive as separable portions of the one tender.



ORDINARY COUNCIL

ORD13

ORD13

SUBJECT: TRANSMISSION LINE UPGRADES - LODGES ROAD TO ORAN PARK SUBSTATION

FROM: Director Works & Services

BINDER: Land Use and Planning\Zoning\Flood Information

PURPOSE OF REPORT

To inform Council of the outcome of negotiations with Endeavour Energy for the route selection and design of the 132 kV transmission lines across the Kirkham Floodplain, Narellan.

BACKGROUND

On 27 April 2010 Integral Energy's (now Endeavour Energy) proposed transmission line was reported to Council for the purpose of endorsement of a submission by Council regarding the proposed route. Subsequently, Council forwarded a submission requesting Endeavour Energy to construct its power lines underground to maintain rural vistas and the amenity of the area and to maximise development potential in Oran Park.

In the lead up to this report, Council received seven letters and emails and a petition addressed to Integral Energy containing 31 signatures which objected to the then proposed route.

Endeavour Energy has considered submissions relating to its proposals and has now published details of its preferred route and again invited comment.

Endeavour Energy proposes to construct a new powerline to service the Oran Park development and has prepared a Review of Environmental Factors for the project. An assessment of the visual impacts of the powerline has been commissioned from HBO+EMTB Urban and Landscape Design. This assessment considers the visual impact of overhead structures (poles and wires) in various combinations, including underground structures, when viewed from public streets and public places.

Following Council's submission in 2010, Endeavour Energy has undertaken further consultation with Council and surrounding residents, resulting in a modified proposal and options that still use overhead transmission. Endeavour Energy's now preferred route for the overhead power lines is located further away from residents in The Mews and The Outlook estates.

Endeavour Energy has considered a number of route options for the northernmost part of the proposed line, along The Northern Road. In addition, south of the Narellan Creek, several other options crossing the Narellan Creek Floodplain to Camden Valley Way were considered. **Attachment 1 at the end of this report** shows the options considered, with Option 5 being Endeavour Energy's now preferred route.

MAIN REPORT

The Narellan Creek Floodplain lies to the north west of The Northern Road and is adjacent to the Narellan industrial lands. The floodplains are cleared pasture lands of approximately 191 hectares, and extend to Kirkham Lane and beyond until reaching to the Nepean River. A major district sporting precinct and facilities, known as the Narellan Sporting Precinct, lie within the floodplain. The precinct currently hosts the Macarthur Hockey Association and Narellan Jets Ruby League Club, with 2 competition hockey fields and a league field with associated car parking and amenities. The fields are currently lit. However, future lighting demands on new fields / facilities need a closer review based on the proposed route nominated by Endeavour Energy.

Endeavour Energy's preferred route passes through Council's Narellan Sporting Precinct and will affect the proposed future hockey complex and League developments. Option 5 passes between the existing football field and the proposed indoor and outdoor hockey facilities. Endeavour Energy has indicated that the transmission lines will not affect Council's proposed plans for the Narellan Sporting Precinct. However, details of any assurances have not yet been provided. The proposed transmission line requires a 25 metre easement through the sporting precinct, potentially sterilising this portion of land for development of sporting facilities and associated amenities.

Council Officers' Preferred Options

Council Officers' preference remains that the transmission line be placed underground as this has the least visual impact and can minimise restrictions on land use. However, Endeavour Energy has indicated that undergrounding the transmission line through this area would be prohibitively expensive, and hence its plan for overhead transmission.

The Officers' second preference is for the transmission line to skirt the sporting precinct (such as in Option 2). This would also avoid impact on any future plans for the precinct.

Should Endeavour Energy pursue its preferred Option 5 (Officers' third preference), Council will seek written assurances that the existing plans for future development will not be adversely impacted and that Council will be seeking compensation for any required easement.

Endeavour Energy has also indicated that Option 5 is a more straight forward implementation, with fewer changes of direction and hence a lesser requirement for supplementary straining poles and stays.

Implementing Option 5 will require the granting by Council of a 25 metre wide easement through the sporting precinct. Because the easement restricts the nature of facilities Council is able to place within this easement. Council is able to seek compensation from Endeavour Energy for loss of utilisation. Importantly, Council will also need to seek written assurances from Endeavour Energy that plans for buildings and sportsfield lighting will not be unreasonably constrained by the planned transmission line route.

CONCLUSION

The development at Oran Park requires the upgrading of electricity infrastructure which includes a high voltage transmission line from Spring Farm to Oran Park. Council and Endeavour Energy have been in discussion regarding potential routes since early 2010. Residents impacted by proposed routes have also made submissions to Endeavour Energy and to Council.

Based on Endeavour Energy's assessment and review of environmental factors, Endeavour Energy has decided against undergrounding 132 kV powerline through the Kirkham Floodplain and opted to select option 5 as their preferred route. This route passes directly through the Narellan Sporting Precinct, potentially impacting on future facilities, but minimising the impacts on the residential areas of The Mews and The Outlook estates.

Endeavour Energy is seeking Council's comment on its proposal. Council's preference, in order, would still be to underground the transmission line across the floodplain, or to skirt the sporting precinct (as per Option 2) to minimise the impact of future plans for the precinct.

It is recommended a response consistent with the content with this report is sent to Endeavour Energy.

RECOMMENDED

That Council:

- i. **advise Endeavour Energy of its preference for undergrounding of the proposed transmission line, and should that not be possible, the preference for the line to skirt the sporting precinct at Narellan; and**
- ii. **in the event that either of the alternatives, under point 'i' above is not accepted, advise Endeavour Energy that "option 5" as their preferred route for the 132 kV powerlines across the Kirkham Floodplain can be accepted subject to:**
 - a) **obtaining assurances from Endeavour Energy that the proposed powerlines will not impact in any way on the planned development of Narellan Park; and**
 - b) **Council receiving appropriate compensation for any concurrence of an easement through the Narellan Sporting Precinct.**

ATTACHMENTS

1. Endeavour Energy Proposed Power Line Option Through Hockey Fields

ORD13

Attachment 1

Attachment 1



