



# ORDINARY COUNCIL

**SUBJECT: STATE ENVIRONMENTAL PLANNING POLICY REVIEW 2015**  
**FROM:** Director Planning & Environmental Services  
**TRIM #:** 15/164619

## PURPOSE OF REPORT

The purpose of this report is to inform Council of the Department of Planning and Environment’s (DPE) review of a number of State Environmental Planning Policies (SEPPs) and to seek a resolution to make a submission to the DPE.

The proposed changes to the SEPPs do not directly impact on Camden, however the review provides an opportunity for Council to raise other SEPP related issues in line with the NSW Government intentions to reduce the number of SEPPS and integrating policy.

## BACKGROUND

State Environmental Planning Policies (SEPPs) are planning instruments that regulate land use and development in NSW. SEPPs generally relate to matters of State significance. There are currently over 55 SEPPs and deemed SEPPs (previously known as Regional Environmental Plans) active in the NSW Planning System.

As part of delivering ongoing improvements to the planning system, the DPE has invited feedback on the review of a number SEPPs. This review seeks to:

- reduce the number of SEPPs by removing policy and development controls that have been superseded by regional strategies, standard instrument local environmental plans, and other existing SEPPs;
- update and integrate planning policy that needs to be transferred into the relevant local plans; and
- save all stakeholders, individuals, planners, industry and the community time spent navigating the planning system.

The proposed changes to the SEPPs identified for review do not directly impact on Camden. The SEPPs identified for review are outlined in Table 1 below.

SEPP / Deemed SEPP	Comment
Illawarra Regional Environmental Plan No 2 – Jamberoo Valley	Does not apply to Camden.
Lower South Coast Regional Environmental Plan	Does not apply to Camden.
Sydney Regional Environmental Plan No 18 – Public Transport Corridor	This plan is to be repealed and does not apply to Camden.
Sydney Regional Environmental Plan No 19 – Rouse Hill Development Area (1989)	Does not apply to Camden.



SEPP / Deemed SEPP	Comment
SEPP 59 Central Western Sydney Regional Open Space and Residential	Does not apply to Camden.
SEPP 29 Western Sydney Recreation Area (SEPP 53 Transitional Provisions) 2011	Does not apply to Camden.
State Environmental Planning Policy 39 – Spit Island Bird Habitat	Does not apply to Camden.
SEPP 32 Urban Consolidation (Redevelopment of Urban Land)	To be repealed. No major impact on Camden.
Hunter Regional Environmental Plan 1989 (Heritage);	Does not apply to Camden.
North Coast Regional Environmental Plan	Does not apply to Camden.
Illawarra Regional Environmental Plan No 1	Does not apply to Camden.
Jervis Bay Regional Environmental Plan 1996;	Does not apply to Camden.
Orana Regional Environmental Plan No 1 – Siding Springs	Does not apply to Camden.
Riverina Regional Environmental Plan No 1	Does not apply to Camden.
SEPP 15 Rural Land sharing Communities	Does not apply to Camden.
SEPP 44 Koala Habitat Protection	Does not apply to Camden.

The proposed changes will repeal 11 SEPPS, update and transfer controls and guidance where they are still required for five SEPPs, and make a minor amendment to one SEPP (i.e. SEPP 44 Koala Habitat Protection). The protections in these SEPPs have either been implemented elsewhere in the NSW planning system or will be amended and transferred to the relevant local plan.

**MAIN REPORT**

Although the proposed changes to the SEPPs do not directly impact on Camden, the review provides an opportunity for Council to raise other SEPP related issues in line with the NSW Government intentions to improve the planning system by reducing the number of SEPPs and integrating policy.

The following issues have been identified by Council officers as matters for the DPE to consider as part of the current and any future SEPP review.

**Remediation of contaminated land**

Due to the interaction between State Environmental Planning Policy No 55— Remediation of Land (SEPP 55) and Sydney Regional Environmental Plan No 20— Hawkesbury-Nepean River (SREP 20), all remediation of contaminated land in Camden is advertised development and requires consent.

The intent of the two planning instruments is as follows:-

- SREP 20 applies to the whole of the Camden LGA with a view to protect the Hawkesbury Nepean River and supporting catchments from the impacts of pollution and contamination that may lead to poor water quality and a reduction in catchment health.
- SEPP 55 provides for a state-wide planning approach to the remediation of contaminated land and aims to promote the remediation of contaminated land



for the purpose of reducing the risk of harm to human health or any other aspect of the environment.

The interaction between the above planning instruments causes delay for the delivery of development in Camden, due to the need for all remediation to be advertised development and require consent.

It is recommended that the DPE be requested to review and clarify and interaction between SREP 20 and SEPP 55. Particular consideration should be given to integrating the two policies for ease of navigation and reviewing the types of remediation that require consent.

### **Consistency with standard definitions**

It is also recommended that the DPE be requested to review the definitions within all SEPPs and their interaction with other planning instruments, including the Standard Instrument (which applies to Local Environmental Plans).

A review of all SEPPs is sought to improve consistency across the planning system. There are a number of inconsistencies between the definitions in SEPPs and the definitions contained in the Standard Instrument. For example, State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 defines building heights differently to the Standard Instrument and State Environmental Planning Policy No 65—Design Quality of Residential Flat Development defines residential flat buildings differently to the Standard Instrument.

The inclusion of a 'studio dwelling' definition in State Environmental Planning Policy (Sydney Region Growth Centres) 2006 is a further example of inconsistency with the Standard Instrument. These inconsistencies make it difficult for people to navigate the planning system.

### **FINANCIAL IMPLICATIONS**

There are no financial implications to Council as a result of this report.

### **CONCLUSION**

The DPE's SEPP review is part of delivering ongoing improvements to the NSW planning system. Although the proposed changes to the SEPPs identified in this review do not directly impact on Camden, it is recommended that Council write to the DPE and seek a review of the matters discussed within this report, including general consistency with standard definitions and issues relating to remediation of contaminated land.

### **RECOMMENDED**

**That Council write to the Department of Planning and Environment advising that Council has no objection to the proposed changes to the SEPPs identified and requesting a review of the matters discussed within this report.**



# ORDINARY COUNCIL

ORD05

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**SUBJECT: ARCADIAN HILLS ORAN PARK VOLUNTARY PLANNING AGREEMENT**

**FROM:** Director Planning & Environmental Services

**TRIM #:** 15/154645

## PURPOSE OF REPORT

The purpose of this report is for Council to consider a draft Voluntary Planning Agreement (VPA) for the AV Jennings development known as 'Arcadian Hills' for the purposes of public exhibition.

## BACKGROUND

The Oran Park precinct was rezoned in 2007 and forms part of the South West Growth Centre. The precinct is covered by the Oran Park and Turner Road Section 94 Contributions Plan (OPTR S94 CP) which identifies all of the open space, community, transport and water cycle management infrastructure required by Oran Park.

AV Jennings is the landowner and developer of part of the Oran Park precinct which is known as the 'Arcadian Hills' release area. The Arcadian Hills land is bounded by The Northern Road to the east, the State heritage-listed Denbigh site to the west, and land located within the Oran Park precinct (but owned by other parties) to the north and south. The land to which the VPA applies **is shown at Figure 1 below.**



**Figure 1 – Arcadian Hills location plan**

AV Jennings has requested to enter into a VPA and have worked with Council officers to negotiate a schedule of works including the construction of infrastructure, land dedication and monetary contributions which reflect the OPTR S94 CP and will meet the needs of the future residents of Arcadian Hills.

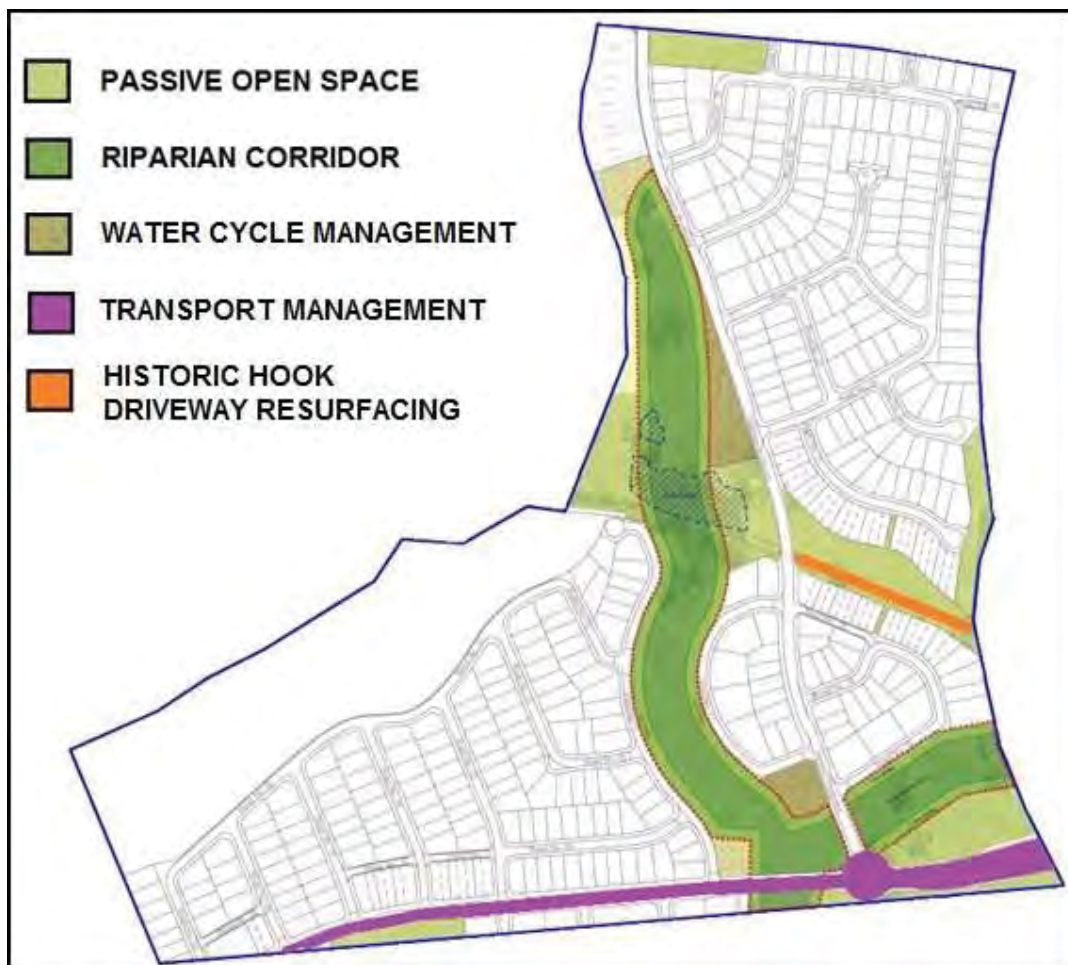
A draft VPA has been prepared in a format which is consistent with Council's existing VPAs and incorporates the outcomes of these negotiations. The draft VP **is included as Attachment 1 to this report**. The elements of the VPA are discussed below.

This matter was the subject of a Councillor briefing held on 23 June 2015.

**MAIN REPORT**

**Works, infrastructure and land dedication**

The VPA proposes to deliver all of the works and infrastructure required by the Arcadian Hills development, along with the dedication of the land upon which these works will be located. The location of these works, infrastructure and land dedication **is shown in Figure 2 below**.



**Figure 2 – Location of works, infrastructure and land dedication**



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### Transport management

The VPA includes the provision of a sub-arterial road, roundabouts, a bridge crossing, and pedestrian and cycle paths through passive open space land, and the dedication of the land upon which these works will be located. The total value of transport management works and land dedication is \$6,016,595.

### Water cycle management

The VPA includes the provision of a water cycle management system which will appropriately service the future Arcadian Hills development. The infrastructure includes water quality and water quantity basins, drainage swales, and the dedication of land upon which this infrastructure is located. The total credit value of water cycle management works and land dedication is \$3,878,385. It should be noted that the developer is undertaking work for which it will not receive credit as it is 'over and above' the OPTR S94 CP.

### Riparian corridor land

The VPA proposes the embellishment and dedication of 4.9 hectares of riparian corridor land to Council in accordance with Council's Dedication of Riparian Corridor Land Policy, along with the maintenance of this land for a period of five years by the developer. Following the expiration of the maintenance period, Council will maintain the riparian corridor land at an approximate cost of \$17,150 per annum (based upon a maintenance cost of \$0.35 per square metre per annum).

The proposed embellishment and dedication of riparian corridor land to Council is consistent with the approach taken in previous VPAs, and establishes a network of embellished and maintained riparian corridor land in the Camden LGA with associated environmental and ecological benefits.

### Passive open space

The OPTR S94 CP includes a total of 3.52 hectares of embellished passive open space throughout the Arcadian Hills site. In the course of negotiating the VPA, Council officers identified two circumstances where it is preferable for Council to undertake the design and embellishment works for open space land within the Arcadian Hills development. These include:

- the embellishment of 8,327m<sup>2</sup> of open space land surrounding the historic Hook Driveway which is associated with the Denbigh State heritage item; and
- the embellishment of 2,000m<sup>2</sup> of open space which forms exactly half of a 4,000m<sup>2</sup> area of open space that straddles the northern boundary of the site.

With respect to the land surrounding the Hook Driveway, AV Jennings will undertake grading and resurfacing works to the existing driveway under the supervision of a suitably qualified archaeologist in accordance with the requirements of the Heritage Council. The driveway will be resurfaced using a mix of recycled finely-crushed terracotta material stabilised with cement dust to match the appearance of the existing driveway. Following the completion of the driveway works, the driveway and the surrounding 8,327m<sup>2</sup> of unembellished open space land will be dedicated to Council. A monetary contribution of \$717,525 will then be made to Council to facilitate the design and embellishment of this land. This will enable Council to control the design and embellishment process on land which has heritage significance.



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With respect to the land which straddles the northern boundary of the site, 2,000m<sup>2</sup> of unembellished open space land will be dedicated to Council and a monetary contribution of \$553,312 will be made to Council. The design and embellishment of this land is expected to occur when development proceeds on the land immediately to the north of the site, where the remaining 2,000m<sup>2</sup> of passive open space is located. This approach ensures that the entire 4,000m<sup>2</sup> of passive open space is designed and constructed in a cohesive manner.

In total, the VPA includes a package of passive open space embellishment, land dedication and monetary contributions as follows:

- 2.49 hectares of embellished passive open space land dedicated to Council;
- 1.03 hectares of unembellished passive open space land dedicated to Council (inclusive of the resurfaced Hook Driveway); and
- Monetary contributions totalling \$1,270,837 to enable Council to embellish the northern boundary open space land and the remainder of the Hook Driveway land.

The total value of passive open space works, land dedication and monetary contributions is \$7,639,339.

### **Monetary contributions**

#### Embellishment of passive open space

As outlined earlier in this report, the VPA includes monetary contributions totalling \$1,270,837 to enable Council to embellish the northern open space land and the remainder of the Hook Driveway land.

#### Administration of the VPA

The VPA includes a monetary contribution of \$243 per final lot towards Council's administration and management of the VPA, which totals \$111,051 across the life of the development. The contribution equates to 1% of the value of all works to be delivered under the VPA. This percentage is consistent with what has been negotiated via Council's previous VPAs.

#### Contributions towards off-site facilities in Oran Park and Maryland

The OPTR S94 CP identifies monetary contributions towards community facilities within the Oran Park precinct and active open space facilities within the future Maryland precinct. The VPA includes a monetary contribution of \$1,093,796 towards these off-site facilities which is consistent with the contribution rate identified in the Contributions Plan.

#### Total value of VPA

The total value of works, land dedication and monetary contributions proposed under the VPA is \$20.1 million dollars. AV Jennings has agreed to provide all of the works, land dedication and monetary contributions required by the Arcadian Hills development as envisaged by the OPTR S94 CP, rather than be limited by the \$30,000 per lot cap imposed upon greenfield residential development by the Department of Planning and



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Environment in 2010. The total value of the VPA exceeds what Council would have collected under the \$30,000 cap by \$6.4 million dollars.

## **Security**

The *Environmental Planning and Assessment Act 1979* requires VPAs to include suitable means for enforcement of the VPA in the event of a breach of the agreement by the developers or landowners. The VPA offer includes a package of security provisions as outlined below.

### Registration of VPA on the title of the land

A key security provision is the registration of a VPA on land title, which binds all current and future owners of the land to comply with their obligations under the VPA.

Clause 32 requires that the VPA be registered on the title of the land to which the VPA applies, and requires AV Jennings to provide Council with all of the documentation necessary to register the VPA on the title of the land prior to Council entering into the VPA.

### Development staging and financial security

The staging plan and schedule of contribution items have been structured so the developer will undertake works, dedicate land and pay monetary contributions progressively throughout the life of the VPA. Provided that the developer follows the staging plan, they will be 'in credit' until the VPA is finalised and no financial security will be required to secure the developer's obligations under the VPA. However, should the developer request a variation to the staging plan which results in the developer being 'in deficit' at any stage of the VPA, Clause 28 of the VPA requires the provision of financial security to the value of the deficit.

### Ability to withhold subdivision certificates

Schedule 1 of the VPA includes the timing of the delivery of works and payment of monetary contributions under the VPA, linking works and monetary contributions to stages of the development. If the developer fails to deliver works or make monetary contributions in accordance with these timing requirements, Council will not issue subdivision certificates unless a deferral of works is sought and approved and financial security to the full value of the incomplete works is provided to Council.

### Acquisition of land for \$1

If the developer fails to dedicate land to Council in accordance with the timing provisions of the VPA, Clause 29 enables Council to acquire the land for \$1 without having to follow the pre-acquisition procedure under the *Land Acquisition (Just Terms Compensation) Act 1991*.

### Enforcement of the VPA

Clauses 30 and 31 of the VPA reinforce Council's ability to take action under the *EP&A Act 1979* to remedy any breach of the agreement should the developer default on its obligations under the VPA.

The package of security measures gives Council certainty that the works, land dedication and monetary contributions will be provided in accordance with the timing





provisions of the VPA, and provides suitable means of enforcing the VPA should the developer default on its obligations.

### **Next steps in the VPA process**

Should Council resolve to adopt the VPA for the purposes of public exhibition, Council officers will publicly exhibit the VPA for a period of 28 days.

If no unresolved submissions are received during the exhibition period, it is recommended that the VPA be entered into under Council's Power of Attorney granted on 27 August 2013, Minute Number ORD215/13.

If unresolved public submissions are received during the exhibition period, a further report will be provided to Council which discusses the outcome of the exhibition period.

### **FINANCIAL IMPLICATIONS**

Under the VPA, AV Jennings will undertake works and dedicate land required by the Arcadian Hills development, at no cost to Council. The VPA also includes monetary contributions towards Council's administration and implementation of the VPA, the embellishment of open space land by Council, and the provision of off-site facilities at Oran Park and the future Maryland growth centre precinct. It is noted that under the VPA, the responsibility for meeting any cost overruns whilst delivering works for Arcadian Hills will be borne by AV Jennings, rather than Council as is the case under a Section 94 Contributions Plan.

Additionally, the VPA allows AV Jennings to deliver works, facilities and infrastructure in a more timely manner than if Council was required to collect developer contributions under a Section 94 Contributions Plan.

The VPA offer includes the dedication of 4.9 hectares of embellished riparian corridor land to Council at the conclusion of the developer's five year maintenance period. Once owned by Council, the riparian land will be maintained by Council at an approximate cost of \$17,150 per annum. It is expected that funding for the maintenance of public land in Arcadian Hills (inclusive of the riparian corridor land) will be derived from rates income generated via the future residents of Arcadian Hills.

The total VPA value of \$20.1 million exceeds what Council could have collected via the \$30,000 per lot cap on S94 contributions by \$6.4 million.

The net result of the VPA has no foreseeable negative financial impact upon Council as a result of the Arcadian Hills development.

### **CONCLUSION**

The VPA between AV Jennings and Council proposes to construct the works, infrastructure and facilities required by the Arcadian Hills development and includes the dedication of the land and works to Council. The VPA also provides monetary contributions towards the embellishment of open space land, the provision of off-site facilities at Oran Park and Maryland, and contributions towards the implementation and administration of this VPA.

The VPA is consistent with Council's standard VPA requirements and provides sufficient security and legal remedies to mitigate any financial risk to Council.



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**RECOMMENDED**

That Council:

- i. support the draft VPA for the Arcadian Hills land;
- ii. proceed to public exhibition of the draft VPA for a period of 28 days in accordance with the provisions of the *Environmental Planning and Assessment Act 1979* and the *Environmental Planning and Assessment Regulation 2000*;
- iii. execute the VPA using Council's Power of Attorney granted on 27 August 2013, Minute Number ORD215/13 if no unresolved public submissions are received during the public exhibition period; and
- iv. consider a further report at the conclusion of the exhibition period if unresolved public submissions are received during the public exhibition period.

ATTACHMENTS

1. Attachment Final Draft Arcadian Hills VPA

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Attachment 1



**lindsaytaylorlawyers**

planning • environment • local government

**Deed**

**Arcadian Hills**

**Planning Agreement**

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

**The Council of Camden**

**AV Jennings Properties Limited**

[Insert Date]

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**Arcadian Hills Planning Agreement**  
**The Council of Camden**  
**AV Jennings Properties Limited**



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## **Arcadian Hills Planning Agreement**

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**The Council of Camden**  
**AV Jennings Properties Limited**



## **Arcadian Hills Planning Agreement**

### **Summary Sheet**

#### **Council:**

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

#### **Landowner:**

**Name:** AV Jennings Properties Limited  
**Address:** Level 3, 11-13 Brookhollow Avenue, BAULKHAM HILLS NSW 2153  
**Telephone:** (02) 9846 6534  
**Facsimile:** (02) 9846 6406  
**Email:** jvagulans@avjennings.com.au  
**Representative:** Mr John Vagulans – Business Development Manager

#### **Land:**

See definition of *Land* in clause 1.1.

#### **Development:**

See definition of *Development* in clause 1.1.

#### **Development Contributions:**

See Clause 11 and Schedule 1.

#### **Application of s94, s94A and s94EF of the Act:**

See clause 8.

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**AV Jennings Properties Limited**

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**Security:**

See Part 5.

**Registration:**

See clause 32.

**Restriction on dealings:**

See clause 33.

**Dispute Resolution:**

See Part 4.

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**Arcadian Hills Planning Agreement**  
**The Council of Camden**  
**AV Jennings Properties Limited**

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## Arcadian Hills Planning Agreement

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

### Parties

**The Council of Camden** ABN 31 117 341 764 of 37 John Street, Camden, NSW 2570 (**Council**)

and

**AV Jennings Properties Limited** ABN 50 004 601 503 of 11-13 Brookhollow Avenue, Baulkham Hills, NSW 2153 (**Landowner**)

### Background

- A The Landowner owns the Land.
- B The Council has granted the Stage 1-3 Consent for part of the Development.
- C The Landowner intends to lodge further Development Applications for the Development,
- D The Landowner intends to provide Development Contributions to the Council in accordance with the Deed in connection with the carrying out of the Development.

### Operative provisions

#### Part 1 - Preliminary

##### 1 Interpretation

- 1.1 In this Deed the following definitions apply:

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

**Approval** includes approval, consent, licence, permission or the like.

**Authority** means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

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**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 Limited,
  - (iv) National Australia Bank Limited,
  - (v) St George Bank Limited,
  - (vi) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

**Certifying Authority** means a certifying authority within the meaning of s109D of the Act.

**Claim** includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

**Construction Certificate** has the same meaning as in the Act.

**Contribution Value** means for a Development Contribution Item, the \$ amount specified in Column 6 of the table in Schedule 1 corresponding to the Development Contribution Item, indexed from March 2015 in accordance with the CPI.

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

**CPI** means the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

**Deed** means this Deed and includes any schedules, annexures and appendices to this Deed.

**Defect** means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.

**Defects Liability Period** means the period of 1 year commencing on the day immediately after a Work is completed for the purposes of this Deed.

**Development** means subdivision of the Land into a maximum of 480 Final Lots generally in accordance with the Staging Plan, establishment of road, utilities and stormwater management networks, provision of open space, embellishment of recreation areas, restoration and embellishment of riparian corridor and associated works.

**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, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s93F(3)(g) of the Act.

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**Development Contribution Item** means an item of Development Contribution specified in Column 1 of the table in Schedule 1.

**Dispute** means a dispute or difference between the Parties under or in relation to this Deed.

**Equipment** means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Landowner in connection with the performance of its obligations under this Deed.

**Final Lot** means a lot created in the Development for separate residential occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) on which is situated a dwelling-house that was in existence on the date of this Deed.

**GST** has the same meaning as in the GST Law.

**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.

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

**Land** means land comprised in DP1174521 except for Lot 95 in DP1174521 as at the date of this Deed, and any part of that land comprised in a lot created by Subdivision of that land being land shown bounded by a red line on the plan in Schedule 2.

**LG Act** means the *Local Government Act 1993*.

**Maintain**, in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work.

**Maintenance Period** for a Development Contribution Item means the period of time specified in Column 8 of the table in Schedule 1 for that Development Contribution Item commencing on the day immediately after the Development Contribution Item is taken to be completed for the purposes of this Deed.

**Party** means a party to this Deed.

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

**Rectification Notice** means a notice in writing:

- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect,
- (c) specifying the date by which or the period within which the Defect is to be rectified.

**Rectify** means rectify, remedy or correct.

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

**Security** means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council, indexed annually in accordance with the annual

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movements in the Consumer Price Index (All Groups Sydney) published by the Australian Bureau of Statistics on and from the date of this Deed.

**Stage** means a stage of the Development generally as shown in the Staging Plan approved by a Development Consent or otherwise approved in writing by the Council for the purposes of this Deed.

**Stage 1-3 Consent** means the Development Consent to DA 435/2011.

**Staging and Location Plan** means the plan in Schedule 3.

**Subdivision** in relation to land has the meaning given to it in s4B of the Act.

**Subdivision Certificate** has the same meaning as in the Act.

**Vegetation Management Plan** means a plan that contains provisions relating to the establishment and maintenance of land.

**Work** means the physical result of any building, engineering or construction work in, on, over or under land.

- 1.2 In the interpretation of this Deed, 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 Deed.
  - 1.2.2 A reference in this Deed 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 Deed is not a business day, the act, matter or thing must be done on the next business day.
  - 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
  - 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
  - 1.2.6 A reference in this Deed 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.
  - 1.2.7 A reference in this Deed 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 Deed.
  - 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.

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- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the servants, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of Cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

## **2 Status of this Deed**

- 2.1 This Deed is a planning agreement within the meaning of s93F(1) of the Act.

## **3 Commencement**

- 3.1 This Deed takes effect on the date when all Parties have executed this Deed.
- 3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party

## **4 Application of this Deed**

- 4.1 This Deed applies to the Land and to the Development.

## **5 Warranties**

- 5.1 The Parties warrant to each other that they:
- 5.1.1 have full capacity to enter into this Deed, and
- 5.1.2 are able to fully comply with their obligations under this Deed.

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## **6 Further agreements**

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

## **7 Surrender of right of appeal, etc.**

- 7.1 The Landowner is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

## **8 Application of s94, s94A and s94EF of the Act to the Development**

- 8.1 Except as provided for in clause 8.4, this Deed excludes the application of s94 of the Act to the Development.
- 8.2 This Deed excludes the application of s94A of the Act to the Development.
- 8.3 This Deed does not exclude the application of s94EF of the Act to the Development.
- 8.4 This Deed does not exclude the application of s94 of the Act to the part of the Development the subject of the Stage 1-3 Consent.
- 8.5 To the extent provided for in clause 10, the benefits under this Deed satisfy the requirements under the Stage 1-3 Consent to make Development Contributions under s94 of the Act.

## **Part 2 – Provisions relating to the Stage 1-3 Consent**

### **9 Return of Bank Guarantees and Cash Bond**

- 9.1 The Parties acknowledge and agree that:
- 9.1.1 the Stage 1-3 Consent has been granted for part of the Development, and
- 9.1.2 the Council holds Bank Guarantees in the amount of \$4,709,105.00 and a cash bond in the amount of \$717,525.00 (**Cash Bond**) to secure the Landowner's obligation to provide Development Contributions under the Stage 1-3 Consent.
- 9.2 Within 14 days of the completion of Development Contribution Items 1, 2, 3, 4, 6, 10, 25 and 34 in accordance with this Deed, the Council is to release and return the Bank Guarantees and Cash Bond referred to in clause 9.1 to the Landowner.

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## **10 Satisfaction of section 94 contributions under Stage 1-3 Consent**

- 10.1 For the purposes of s94(5)(b) of the Act:
- 10.1.1 the Council accepts the provision of material public benefit under this Deed in full satisfaction of Condition 5.0(3) of the Stage 1-3 Consent, and
  - 10.1.2 the Landowner is not required to pay the monetary Development Contributions required under that condition of the Stage 1-3 Consent.

## **Part 3 – Development Contributions**

### **11 Provision of Development Contributions**

- 11.1 The Landowner is to make Development Contributions to the Council in accordance with Schedule 1, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.
- 11.2 Any Contribution Value specified in this Deed in relation to a Development Contribution does not serve to define the extent of the Landowner's obligation to make the Development Contribution.
- 11.3 The Council is to apply each Development Contribution made by the Landowner under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.
- 11.4 Despite clause 11.3, the Council may apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.

### **12 Payment of monetary Development Contributions**

- 12.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed 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.

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### 13 Dedication of land

- 13.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:
- 13.1.1 a deposited plan is registered in the register of plans held with 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
- 13.1.2 the Council is given:
- (a) an instrument in registrable form under the *Real Property Act 1900* duly executed by the Landowner as transferor that is effective to transfer the title to the land to the Council when executed by the Council as transferee and registered,
  - (b) the written consent to the registration of the transfer of any person whose consent is required to that registration, and
  - (c) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.
- 13.2 The Landowner is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 13.3 The Landowner is to ensure that land dedicated to the Council under this Deed is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except as otherwise agreed in writing by the Council.
- 13.4 If, having used all reasonable endeavours, the Landowner cannot ensure that land to be dedicated to the Council under this Deed is free from all encumbrances and affectations, the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.
- 13.5 Despite any other provision of this Deed, if the Landowner is required to dedicate land to the Council on which the Landowner is also required to carry out a Work under this Deed, the Landowner is to comply with clause 13.1.2 not later than 7 days after the Work is completed for the purposes of this Deed.

### 14 Carrying out of Work

- 14.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Landowner under this Deed is to be carried out in accordance with any design or specification specified or approved by the Council, any relevant Approval and any other applicable law.
- 14.2 The Landowner, at its own Cost, is to comply with any reasonable direction given to it by the Council to prepare or modify a design or specification relating to a Work that the Landowner is required to carry out under this Deed.

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## **15 Approval of design of Works**

- 15.1 This clause 15 applies to each Development Contribution Item comprising a Work for which a 'Yes' is specified in Column 9 of the table in Schedule 1 for the Development Contribution Item.
- 15.2 Council must approve the design and specifications for each Work to which this clause applies unless otherwise agreed in writing by the Council in relation to any particular Work.
- 15.3 Prior to commencing design of a Work, the Landowner must request that the Council provide the Landowner with its requirements for the location (generally in accordance with the Plans), design, materials and specifications for the provision of the Work.
- 15.4 When requesting Council's requirements under clause 15.3 the Landowner may provide a proposal, including preliminary concept designs to assist Council in preparing its requirements.
- 15.5 Once the Landowner receives the Council's requirements for the Work under clause 15.3, the Landowner is to provide the initial design for the Work to Council for the Council's approval.
- 15.6 The initial design for the Work is to include or be accompanied by such information as is required for the making of a Development Application for the Work including:
- 15.6.1 a draft Plan of Management for the land on which the Work is to be located on its dedication to the Council, if that land will be classified as community land within the meaning of the LG Act; and
  - 15.6.2 a draft Vegetation Management Plan for the land on which the Work is to be located, if the Council has advised the Landowner that a Vegetation Management Plan is required under clause 15.3,
  - 15.6.3 a detailed maintenance regime for the Work if a Maintenance Period for the Work is specified in Column 8 of Schedule 1, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 15.7 The Council is to advise the Landowner in writing whether it approves of the initial design of the Work within 2 months of receiving the initial design from the Landowner.
- 15.8 The Landowner will make any change to the initial design for the Work required by the Council.
- 15.9 The Landowner is not to lodge any Development Application for a Work unless the Council has first approved the initial design for the Work and provided its written certification that the Development Application is consistent with the approved initial design of the Work.
- 15.10 The Council is to provide the written certification referred to in clause 15.9 within 14 days of being provided with a copy of the proposed Development Application by the Landowner, unless the Council forms the view that the proposed Development Application is not consistent with the approved initial design of the Work.
- 15.11 A Development Application for a Work is to be accompanied by the written certification referred to in clause 15.10 when lodged with the Council, as the consent authority.

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- 15.12 The Landowner is to bear all Costs associated with obtaining the Council's approval to the initial design of a Work in Schedule 1 of this Deed under this clause.
- 15.13 Following Development Consent being issued for a Work, the Landowner shall work with Council in the preparation of the detailed design for it and submit the detailed design to the Council for its approval.
- 15.14 The Landowner is not to lodge any application for a Construction Certificate for a Work, with any Certifying Authority, unless the Council has first approved the detailed design for the Work, and provided its written certification that the application for a Construction Certificate is consistent with the approved detailed design of the Work.
- 15.15 The Council is to provide the written certification referred to in clause 15.14 within 14 days of being provided with a copy of the application for a Construction Certificate by the Landowner, unless the Council forms the view that the application is not consistent with the approved detailed design of the Work.
- 15.16 Council's written certification specified in clause 15.15 shall specify any particular milestones of construction of a Work and if so, the Landowner is to provide the Council with a minimum of 24 hours notice prior to commencing a particular milestone and allow the Council access to the relevant land to inspect the Work.
- 15.17 An application for a Construction Certificate for a Work is to be accompanied by the written certification referred to in clause 15.15 when lodged with the Certifying Authority.
- 15.18 For the avoidance of doubt, nothing in the clause operates to fetter the Council's discretion, as consent authority, in determining any Development Application for the Work.

## **16 Variation to Work**

- 16.1 The design or specification of any Work that is required to be carried out by the Landowner under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed.
- 16.2 Without limiting clause 16.1, the Landowner may make a written request to the Council to approve a variation to the design or specification of a Work in order to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.
- 16.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Landowner under clause 16.2.
- 16.4 The Council, acting reasonably, may from time to time give a written direction to the Landowner requiring it to vary the design or specification of a Work before the Work is carried out in a specified manner and submit the variation to the Council for approval.
- 16.5 The Landowner is to comply promptly with a direction referred to in clause 16.4 at its own Cost.

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## **17 Access to the Land**

- 17.1 The Landowner is to permit the Council, upon receiving reasonable prior notice from the Council, to enter any land on which Work is being carried out by the Landowner under this Deed at any time, in order to inspect, examine or test the Work, or to remedy any breach by the Landowner of its obligations under this Deed.
- 17.2 The Council is to permit the Landowner, upon receiving reasonable prior notice from the Landowner, to enter, occupy and use any Council owned or controlled land in order to enable the Landowner to properly perform its obligations under this Deed.
- 17.3 Nothing in this Deed creates or gives the Landowner any estate or interest in any part of the land referred to in clause 17.2.

## **18 Council's obligations relating to Work**

- 18.1 The Council is not to unreasonably delay, hinder or otherwise interfere with the performance by the Landowner of its obligations under this Deed, and is to use its reasonable endeavours to ensure third parties unrelated to the Landowner do not unreasonably delay, hinder or otherwise interfere with the performance of those obligations.

## **19 Protection of people, property & utilities**

- 19.1 The Landowner is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
- 19.1.1 all necessary measures are taken to protect people and property,
- 19.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
- 19.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 19.2 Without limiting clause 19.1, the Landowner is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

## **20 Repair of damage**

- 20.1 The Landowner is to Maintain any Work required to be carried out by the Landowner under this Deed until the Work is completed for the purposes of this Deed or such later time as agreed between the Parties.
- 20.2 The Landowner is to carry out its obligation under clause 20.1 at its own Cost and to the satisfaction of the Council.

## **21 Completion of Work**

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- 21.1 When the Landowner believes that a Development Contribution Item comprising a Work is complete, it must give the Council a written notice (**Completion Notice**) which:
- 21.1.1 specifies the Development Contribution Item to which it applies; and
  - 21.1.2 states that it has been issued under this clause 21.1.
- 21.2 The Council must, and the Landowner must permit the Council to, inspect the Development Contribution Item the subject of the Completion Notice in the presence of a representative of the Landowner within twenty one (21) days of the date that the notice is given to the Council.
- 21.3 Within seven (7) days of inspecting a Development Contribution Item that is the subject of a Completion Notice, the Council must give the Landowner a notice:
- 21.3.1 confirming that the Development Contribution Item has been completed in accordance with this Deed; or
  - 21.3.2 advising:
    - (a) that the Council does not accept that the Development Contribution Item has been completed in accordance with this Deed; and
    - (b) the reasons for that non-acceptance and directing the Landowner to complete, rectify or repair any specified part of the Work.
- 21.4 For the avoidance of doubt, the Council may give more than one written notice under clause 21.3.2 if the Council reasonably considers that it is necessary to do so.
- 21.5 If the Landowner does not accept the matters contained in a notice issued by the Council under clause 21.3.2 then it must, within 14 days, serve notice on Council to that effect, in which case the Council is to appoint a suitably qualified expert at the Cost of the Landowner to determine whether the Development Contribution Item has been completed in accordance with this Deed.

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- 21.6 If a Party does not accept the determination of the expert in clause 21.5, then that Party may, within 14 days of the expert determination:
- 21.6.1 serve notice on the other Party to that effect, in which case the matter will be a Dispute; and
- 21.6.2 refer that Dispute immediately to the President of the Law Society and clauses 26.4 to 26.7 (inclusive) apply to that Dispute.
- 21.7 The Landowner, at its Cost, is to promptly comply with:
- 21.7.1 a written notice under clause 21.3.2, if it does not serve notice on the Council under clause 21.5, or
- 21.7.2 the expert determination of the Council's appointed expert under clause 21.5, if no notice is served under clause 21.6, or
- 21.7.3 the expert determination of the expert appointed by the President of the NSW Law Society under clause 26.4, if a Dispute has been referred under clause 21.6.2.
- 21.8 If:
- 21.8.1 the Council gives a notice under clause 21.3.2; and
- 21.8.2 the Landowner believes it has complied with that notice or an expert determination under clause 21.5 or clause 26, as the case may be, then
- the Landowner must issue a further Completion Notice with respect to that Development Contribution Item and clauses 21.2 to 21.7 inclusive reapply.
- 21.9 A Development Contribution Item comprising a Work will be complete for the purpose of this Deed:
- 21.9.1 on the date the Council issues a notice under clause 21.3.1 confirming that the Development Contribution Item is complete; or
- 21.9.2 if the Council fails to issue any notice under clause 21.3, at the end of the period of 28 days from the date the Completion Notice is given to the Council, or
- 21.9.3 if an expert has determined under clause 21.5 or clause 26 that the Work is complete for the purposes of this Deed, on the date of the expert determination .
- 21.10 If the Council is the owner of the Land on which a Development Contribution Item has been completed, the Council assumes responsibility for the Work upon the date that Development Contribution Item was completed, but if it is not the owner at that time, it assumes that responsibility when the Development Contribution comprising the dedication of the Land upon which that Work is carried out is made to Council under this Deed.
- 21.11 The Landowner will Maintain any Development Contribution Item for which a Maintenance Period is specified in Column 8 of the table in Schedule 1 for the Development Contribution Item, during that Maintenance Period.

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## 22 Deferral of Work

- 22.1 Notwithstanding any other provision of this Deed, if the Landowner forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time specified in Column 5 of the table to Schedule 1 for the Work, then:
- 22.1.1 the Landowner must provide written notice to the Council to that effect;
- 22.1.2 the Landowner must provide the Council with Security in an amount being 100% of the value of the uncompleted part of the Work (calculated with reference to and not exceeding the Contribution Value of the Work) before the time specified in Column 5 of the table to Schedule 1 for the Work;
- 22.1.3 the Landowner must provide to Council, for Council's approval, a revised completion date for the Work;
- 22.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Landowner's revised completion date for the Work, the Council and Landowner must negotiate in good faith and agree upon a revised completion date for the Work; and
- 22.1.5 the time for completion of the Work under this Deed will be taken to be the revised completion date approved by the Council under clause 22.1.4.
- 22.2 If the Landowner complies with clause 22.1, then it will not be considered to be in breach of this Deed as a result of a failure to complete a Work by the time for completion of the Work specified in Column 5 of the Table to Schedule 1.
- 22.3 If the Work is not completed by the revised date for completion of the Work approved under clause 22.1.4, then the Council may call on the Security to meet any of its Costs incurred under this Deed in respect of the failure to complete the Work by the revised date for completion.
- 22.4 The Landowner is to ensure that the Security held by the Council at all times equals the amount of the Security as indexed.

## 23 Rectification of Defects

- 23.1 The Council may give the Landowner a Rectification Notice during the Defects Liability Period.
- 23.2 The Landowner, at its own Cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 23.3 The Council is to do such things as are reasonably necessary to enable the Landowner to comply with a Rectification Notice that has been given to it under clause 23.1

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## **24 Works-As-Executed-Plan**

- 24.1 No later than 60 days after Work is completed for the purposes of this Deed, the Landowner is to submit to the Council a full works-as-executed-plan in respect of the Work.
- 24.2 The Landowner, being the copyright owner in the plan referred to in clause 24.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

## **25 Removal of Equipment**

- 25.1 When Work on any Council owned or controlled land is completed for the purposes of this Deed, the Landowner, without delay, is to:
- 25.1.1 remove any Equipment from Land and make good any damage or disturbance to the Land as a result of that removal, and
- 25.1.2 leave the Land in a neat and tidy state, clean and free of rubbish.

## **Part 4 – Dispute Resolution**

### **26 Dispute resolution – expert determination**

- 26.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 26.1.1 the Parties to the Dispute agree that it can be so determined, or
- 26.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 26.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 26.3 If a notice is given under clause 26.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 26.4 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.
- 26.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 26.6 Each Party is to bear its own Costs arising from or in connection with the appointment of the expert and the expert determination.
- 26.7 The Parties are to share equally the Costs of the President, the expert, and the expert determination.

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## **27 Dispute Resolution - mediation**

- 27.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 26 applies.
- 27.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 27.3 If a notice is given under clause 27.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 27.4 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 to select a mediator.
- 27.5 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.
- 27.6 Each Party is to bear its own Costs arising from or in connection with the appointment of a mediator and the mediation.
- 27.7 The Parties are to share equally the Costs of the President, the mediator, and the mediation.

## **Part 5 – Enforcement and Security**

### **28 Restriction on application for Subdivision Certificates**

- 28.1 The Parties acknowledge and agree that under s109J(1)(c1) of the Act, a Subdivision Certificate for the Development must not be issued unless and until all the requirements of this Deed that are to be complied with before the issuing of that Subdivision Certificate have been complied with.
- 28.2 The Landowner is not to apply for, or cause, suffer or permit an application to be made for, or procure the issuing of, any Subdivision Certificate that creates a Final Lot unless and until:
- 28.2.1 all the Landowner's obligations under this Deed that are required to be complied with before the issuing of that Subdivision Certificate have been complied with, and
- 28.2.2 the Council has provided notice in writing that:
- (a) it is satisfied that the sum of the Contribution Values of all Development Contribution Items that have been completed equals or exceeds the Notional Contribution Value, or
  - (b) it has been provided with Security in the amount by which the sum of the Contribution Values of all Development Contribution Items that have been completed falls short of the Notional Contribution Value.

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- 28.3 In this clause, '**Notional Contribution Value**' means the amount determined by multiplying \$30,000.00 by the sum of the number of Final Lots that have been created and the number of Final Lots that are proposed to be created by the Subdivision Certificate referred to in clause 28.2.

## **29 Acquisition of land required to be dedicated**

- 29.1 If the Landowner does not dedicate land required to be dedicated under this Deed at the time at which it is required to be dedicated, the Landowner consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 29.2 The Council is to only acquire land pursuant to clause 29.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Landowner to dedicate the land required to be dedicated under this Deed.
- 29.3 Clause 29.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 29.4 If, as a result of the acquisition referred to in clause 29.1, the Council is required to pay compensation to any person other than the Landowner, the Landowner is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on any Security provided under this Deed.
- 29.5 The Landowner 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 concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 29.6 The Landowner is to promptly do all things reasonably necessary, and consents to the Council doing all things reasonably necessary, to give effect to this clause 29, including without limitation:
- 29.6.1 signing any documents or forms,
  - 29.6.2 giving Landowner's consent for lodgement of any Development Application,
  - 29.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and
  - 29.6.4 paying the Council's Costs arising under this clause 29.

## **30 Breach of obligations**

- 30.1 If the Council reasonably considers that the Landowner is in breach of any obligation under this Deed, it may give a written notice to the Landowner:
- 30.1.1 specifying the nature and extent of the breach,
  - 30.1.2 requiring the Landowner to:
    - (a) rectify the breach if it reasonably considers it is capable of rectification, or

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- (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
- 30.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 30.2 If the Landowner fails to fully comply with a notice referred to in clause 30.1, the Council may, without further notice to the Landowner, call-up the Security provided by the Landowner under this Deed and apply it to remedy the Landowner's breach.
- 30.3 If the Landowner fails to comply with a notice given under clause 30.1 relating to the carrying out of Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any Land owned or controlled by the Landowner and any Equipment on such Land for that purpose.
- 30.4 Any Costs incurred by the Council in remedying a breach in accordance with clause 30.2 or clause 30.3 may be recovered by the Council by either or a combination of the following means:
  - 30.4.1 by calling-up and applying the Security provided by the Landowner under this Deed, or
  - 30.4.2 as a debt due in a court of competent jurisdiction.
- 30.5 For the purpose of clause 30.4, the Council's Costs of remedying a breach the subject of a notice given under clause 30.1 include, but are not limited to:
  - 30.5.1 the Costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
  - 30.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
  - 30.5.3 all legal Costs and expenses reasonably incurred by the Council, by reason of the breach.
- 30.6 Nothing in this clause 30 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Landowner, including but not limited to seeking relief in an appropriate court.

### **31 Enforcement in a court of competent jurisdiction**

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

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## **Part 6 – Registration & Restriction on Dealings**

### **32 Registration of this Deed**

- 32.1 The Parties agree to register this Deed for the purposes of s93H(1) of the Act on the title to the Land other than a Final Lot.
- 32.2 On execution of this Deed, the Landowner is to deliver to the Council in registrable form:
- 32.2.1 an instrument requesting registration of this Deed on the title to the Land (other than an existing Final Lot) duly executed by the Landowner, and
- 32.2.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration.
- 32.3 The Landowner is to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 32.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:
- 32.4.1 in so far as the part of the Land concerned is a Final Lot,
- 32.4.2 in relation to any other part of the Land, once the Landowner has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

### **33 Restriction on dealings**

- 33.1 The Landowner is not to:
- 33.1.1 sell or transfer the Land, other than a Final Lot, or
- 33.1.2 assign the Landowner's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 33.1.3 the Landowner has, at no Cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Landowner's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
- 33.1.4 the Council has given written notice to the Landowner stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
- 33.1.5 the Landowner is not in breach of this Deed, and
- 33.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 33.2 Clause 33.1 does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.



## **Part 7 – Indemnities & Insurance**

### **34 Risk**

34.1 The Landowner performs this Deed at its own risk and its own Cost.

### **35 Release**

35.1 The Landowner releases the Council from any Claim it may have against the Council arising in connection with the performance of the Landowner's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

### **36 Indemnity**

36.1 The Landowner indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council to the extent arising in connection with the performance by the Landowner or its employees, agents, contractors or assignees, of the Landowner's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

### **37 Insurance**

37.1 The Landowner 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 Landowner under this Deed up until the Work is taken to have been completed in accordance with this Deed:

37.1.1 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 Landowner's liability in respect of damage to or destruction of the Works,

37.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Landowner and any subcontractor of the Landowner, for liability to any third party,

37.1.3 workers compensation insurance as required by law, and

37.1.4 any other insurance required by law.

37.2 If the Landowner fails to comply with clause 37.1, 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 Landowner to the Council and may be recovered by the Council as it deems appropriate including:

37.2.1 by calling upon the Security provided by the Landowner to the Council under this Deed, or

37.2.2 recovery as a debt due in a court of competent jurisdiction.

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- 37.3 The Landowner 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 37.1.

## **Part 8 – Other Provisions**

### **38 Development in excess of 480 lots**

- 38.1 The Landowner is not to apply for, or cause, suffer or permit an application to be made for, or procure the issuing of, an Approval for the Subdivision of the Land into more than 480 lots unless and until the Parties have agreed on and implemented suitable amendments to this Deed, or entered into other agreed arrangements, for the provision of Development Contributions for the Development of those lots.

### **39 Reports by Landowner**

- 39.1 The Landowner is to provide the Council with a report detailing the performance of its obligations under this Deed at each of the following times:
- 39.1.1 by not later than each anniversary of the date on which this Deed is entered into, and
  - 39.1.2 each time a Development Application is lodged for the Development,
  - 39.1.3 each time an application is made for a Subdivision Certificate that creates one or more Final Lot.
- 39.2 The reports referred to in clause 39.1 are to include sufficient detail to enable the Council to determine whether the Landowner has complied with its obligations under this Deed at the relevant time and be in such a form and to address such matters as required by the Council from time to time.

### **40 Review of Deed**

- 40.1 The Parties agree to review this Deed 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 Deed.
- 40.2 For the purposes of clause 40.1, 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.
- 40.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 40.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 40.4 If this Deed 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 Deed is entered into.

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- 40.5 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 40.1 (but not 40.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

#### **41 Notices**

- 41.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 41.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
  - 41.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
  - 41.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 41.2 If a Party gives the other Party 3 business days notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 41.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 41.3.1 delivered, when it is left at the relevant address,
  - 41.3.2 sent by post, 2 business days after it is posted,
  - 41.3.3 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, or
  - 41.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 41.4 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.

#### **42 Approvals and Consent**

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

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**43 Costs**

- 43.1 The Landowner is to pay to the Council the Council's Costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.
- 43.2 The Landowner is also to pay to the Council the Council's reasonable Costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

**44 Entire Deed**

- 44.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 44.2 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 Deed was executed, except as permitted by law.

**45 Further Acts**

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

**46 Governing Law and Jurisdiction**

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

**47 Joint and Individual Liability and Benefits**

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

**48 No Fetter**

- 48.1 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without

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limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

#### **49 Illegality**

- 49.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

#### **50 Severability**

- 50.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 50.2 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 Deed, but the rest of this Deed is not affected.

#### **51 Amendment**

- 51.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with clause 25D of the Regulation.

#### **52 Waiver**

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

#### **53 GST**

- 53.1 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.
- GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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**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.

- 53.2 Subject to clause 53.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 53.3 Clause 53.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 53.4 No additional amount shall be payable by the Council under clause 53.2 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.
- 53.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed 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:
- 53.5.1 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.
- 53.5.2 that any amounts payable by the Parties in accordance with clause 53.2 (as limited by clause 53.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 53.6 No payment of any amount pursuant to this clause 53, 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.
- 53.7 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, must exclude the amount of any Input Tax Credit entitlement of that Party in relation to the relevant Cost, expense or other liability.
- 53.8 This clause continues to apply after expiration or termination of this Deed.

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**54 Explanatory Note**

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

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**Schedule 1**

(Clause 9)

**Development Contributions**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
Item	Item Identifier on Staging and Location Plan	Public Purpose	Nature/Extent	Timing	Contribution Value	Plan of Management	Maintenance Period	Design Approval Required
<b>Carrying out of Works</b>								
1	TM1	Transport Management	Construction of a two-lane sub-arterial road with an area of a minimum of 7,299m <sup>2</sup> in the location marked as TM1 on the Staging and	Within 28 days of the date of this Deed	\$1,172,181.00	NA	1 Year	No



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Column 1 Item	Column 2 Item Identifier on Staging and Location Plan	Column 3 Public Purpose	Column 4 Nature/Extent	Column 5 Timing	Column 6 Contribution Value	Column 7 Plan of Management	Column 8 Maintenance Period	Column 9 Design Approval Required
2	TM2	Transport Management	Location Plan Construction of a roundabout on the sub-arterial road in the location marked as TM2 on the Staging and Location Plan	Within 28 days of the date of this Deed	\$321,177.00	NA	1 Year	No
3	TM3	Transport Management	Construction of a 2-lane sub-arterial road bridge/crossing in the location marked as TM3 on the Staging and Location Plan	Within 28 days of the date of this Deed	\$1,501,505.00	NA	1 Year	No
4	TM4	Transport Management	Construction of cycleways and footpaths with a length of a minimum of 328m <sup>2</sup> in the location marked	Within 28 days of the date of this Deed	\$39,968.00	NA	1 Year	No

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Column 1 Item	Column 2 Item Identifier on Staging and Location Plan	Column 3 Public Purpose	Column 4 Nature/Extent	Column 5 Timing	Column 6 Contribution Value	Column 7 Plan of Management	Column 8 Maintenance Period	Column 9 Design Approval Required
5	RP1	Riparian corridor protection & enhancement	as TM4 on the Staging and Location Plan  Embellishment of a minimum of 24,660m <sup>2</sup> of riparian land including the stabilisation of creek banks, revegetation of the riparian corridor and the provision of pedestrian pathways	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 6	\$742,129.00	NA	5 Years	No
6	OS1	Passive open space and recreation	Embellishment of a minimum of 5,786m <sup>2</sup> of passive open space area including landscaping works.	Within 28 days of the date of this Deed	\$505,519.00	NA	1 Year	No



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Column 1 Item	Column 2 Item Identifier on Staging and Location Plan	Column 3 Public Purpose	Column 4 Nature/Extent	Column 5 Timing	Column 6 Contribution Value	Column 7 Plan of Management	Column 8 Maintenance Period	Column 9 Design Approval Required
7	WM1	Water cycle management	landscaping and the provision of public domain furniture  Construction of a minimum of 1,904m <sup>2</sup> of water cycle management infrastructure being water quality and quantity basins and other drainage infrastructure as relevant	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 8	\$859,845.00	NA	1 Year	No
8	WM2	Water cycle management	Construction of a minimum of 1,082m <sup>2</sup> of water cycle management infrastructure being water	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 8	\$488,630.00	NA	1 Year	No

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Column 1 Item	Column 2 Item Identifier on Staging and Location Plan	Column 3 Public Purpose	Column 4 Nature/Extent	Column 5 Timing	Column 6 Contribution Value	Column 7 Plan of Management	Column 8 Maintenance Period	Column 9 Design Approval Required
9	RP2	Riparian corridor protection & enhancement	quality and quantity basins and other drainage infrastructure as relevant	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 8	\$749,655.00	NA	5 Years	No
10	OS2	Public open space embellishment	Resurfacing of Hook Driveway in the location marked as OS2 on the Staging	Within 28 days of the date of this Deed	\$10,000.00	NA	1 Year	No



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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
Item	Item Identifier on Staging and Location Plan	Public Purpose	Nature/Extent	Timing	Contribution Value	Plan of Management	Maintenance Period	Design Approval Required
11	OS3	Passive open space and recreation	and Location Plan including grading of the existing driveway and installation of gravel of a minimum of 30mm thickness. Work to be supervised by a suitably qualified archaeologist during the grading of the existing driveway, at the Developer's cost	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 4	\$442,264.00	NA	1 Year	Yes



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Column 1 Item	Column 2 Item Identifier on Staging and Location Plan	Column 3 Public Purpose	Column 4 Nature/Extent	Column 5 Timing	Column 6 Contribution Value	Column 7 Plan of Management	Column 8 Maintenance Period	Column 9 Design Approval Required
12	OS4	Passive open space and recreation	public domain furniture Embellishment of a minimum of 3,273m <sup>2</sup> of passive open space area including landscaping and the provision of public domain furniture	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 4	\$285,960.00	NA	1 Year	Yes
13	OS5	Passive open space and recreation	Embellishment of a minimum of 7,348m <sup>2</sup> of passive open space area including landscaping and the provision of	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 4	\$641,990.00	NA	1 Year	Yes



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Column 1 Item	Column 2 Item Identifier on Staging and Location Plan	Column 3 Public Purpose	Column 4 Nature/Extent	Column 5 Timing	Column 6 Contribution Value	Column 7 Plan of Management	Column 8 Maintenance Period	Column 9 Design Approval Required
14	WM3	Water cycle management	public domain furniture Construction of a minimum of 4,176m <sup>2</sup> of water cycle management infrastructure being water quality and quantity basins and other drainage infrastructure as relevant	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 6	\$349,448.00	NA	1 Year	No
15	OS6	Passive open space and recreation	Embellishment of a minimum of 3,500m <sup>2</sup> of passive open space area including landscaping and works.	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 6	\$70,769.00	NA	1 Year	Yes

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Column 1 Item	Column 2 Item Identifier on Staging and Location Plan	Column 3 Public Purpose	Column 4 Nature/Extent	Column 5 Timing	Column 6 Contribution Value	Column 7 Plan of Management	Column 8 Maintenance Period	Column 9 Design Approval Required
16	WM4	Water cycle management	the provision of public domain furniture Construction of a minimum of 3,908m <sup>2</sup> of water cycle management infrastructure	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 6	\$1,294,223.00	NA	1 Year	No
17	WM5	Water cycle management	Construction of alternative water cycle management infrastructure which includes water quality and quantity basins and other drainage infrastructure as relevant, in lieu of 430 linear metres of pipework in catchment in the	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 7	\$448,729.00	NA	1 Year	No



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Column 1 Item	Column 2 Item Identifier on Staging and Location Plan	Column 3 Public Purpose	Column 4 Nature/Extent	Column 5 Timing	Column 6 Contribution Value	Column 7 Plan of Management	Column 8 Maintenance Period	Column 9 Design Approval Required
18	TM5	Transport Management	location marked as WM5 on the Staging and Location Plan.  Construction of a two-lane sub-arterial road with an area of a minimum of 7,245/828m <sup>2</sup> in the location marked as TM5 on the Staging and Location Plan.	Prior to the issuing of a Subdivision Certificate that creates the first Final LpI in Stage 6	\$1,163,614.00	NA	1 Year	No

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Dedication of Land									
19	TM1, TM2 and TM3	Transport Management	Dedication of a minimum of 7,299.272m <sup>2</sup> of land on which Contribution Items 1, 2, and 3 are constructed, free of Cost to the Council	On completion, in accordance with this Deed, of Development Contribution Items 2 & 3, or if another date has been agreed between the Parties, that other date.	\$912,409.00	No	NA	NA	NA
20	RP1 and TM4	Riparian corridor protection & enhancement	Dedication of a minimum of 24,660m <sup>2</sup> of land on which Contribution Items 4 and 5 are located, free of Cost to the Council	On the expiration of the Maintenance Period for Development Contribution Item 5, or if another date has been agreed between the Parties, that other date	Nil	Yes	NA	NA	NA
21	OS1	Passive open space and recreation	Dedication of a minimum of 5,786m <sup>2</sup> of land on which Contribution Item 6 is located, free of Cost to the Council	On completion, in accordance with this Deed, of Development Contribution Item 6, or if another date has been agreed between the Parties, that other date	\$723,250.00	No	NA	NA	NA
22	WM1	Water cycle	Dedication of a minimum of	On completion, in accordance with this	Nil	No	NA	NA	NA



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23	WM2	Water cycle management	Dedication of a minimum of 1,082m <sup>2</sup> of land on which Development Contribution Item 8 is located, free of Cost to the Council	On completion, in accordance with this Deed, of Development Contribution Item 8, or if another date has been agreed between the Parties, that other date	Nil	No	NA	NA
24	RP2	Riparian corridor protection & enhancement	Dedication of a minimum of 24,900m <sup>2</sup> of land on which Development Contribution Item 9 is located, free of Cost to the Council	On the expiration of the Maintenance Period for Development Contribution Item 9, or if another date has been agreed between the Parties, that other date	Nil	Yes	NA	NA
25	OS2 and OS8	Passive open space and recreation	Dedication of a minimum of 8,327m <sup>2</sup> of land on which Development Contribution Item 10 will be located, free of Cost to the Council	Within 28 days of the date of this Deed.	\$1,040,875.00	Yes	NA	NA

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26	OS3	Passive open space and recreation	Dedication of a minimum of 5,062m <sup>2</sup> of land on which Development Contribution Item 11 is located, free of Cost to the Council	On completion, in accordance with this Deed, of Development Contribution Item 11, or if another date has been agreed between the Parties, that other date	\$632,750.00	Yes	NA	NA
27	OS4	Passive open space and recreation	Dedication of a minimum of 3,273m <sup>2</sup> of land on which Development Contribution Item 12 is located, free of Cost to the Council	On completion, in accordance with this Deed, of Development Contribution Item 12, or if another date has been agreed between the Parties, that other date	\$409,125.00	Yes	NA	NA
28	OS5	Passive open space and recreation	Dedication of a minimum of 7,348m <sup>2</sup> of land on which Development Contribution Item 13 is located, free of Cost to the Council	On completion, in accordance with this Deed, of Development Contribution Item 13, or if another date has been agreed with the Council, that other date	\$918,500.00	Yes	NA	NA
29	WM3	Water cycle management	Dedication of a minimum of 4,176m <sup>2</sup> of land on which Development Contribution Item 14 is located, free	On completion, in accordance with this Deed, of Development Contribution Item 14, or if another date has been agreed between	\$437,500.00	No	NA	NA

**Arcadian Hills Planning Agreement**  
**The Council of Camden**  
**AV Jennings Properties Limited**



				of Cost to the Council	the Parties, that other date			
30	OS6	Passive open space and recreation		Dedication of a minimum of 3,500m <sup>2</sup> of land on which Development Contribution Item 15 is located, free of Cost to the Council	On completion, in accordance with this Deed, of Development Contribution Item 15, or if another date has been agreed between the Parties, that other date	\$437,500.00	Yes	NA
31	WM4	Water cycle management		Dedication of a minimum of 3,908m <sup>2</sup> of land on which Development Contribution Item 16 is located, free of Cost to the Council	On completion, in accordance with this Deed, of Development Contribution Item 16, or if another date has been agreed between the Parties, that other date	Nil	No	NA
32	TM5	Transport Management		Dedication of a minimum of 7,245,928m <sup>2</sup> of land on which Development Contribution Item 18 is located, free of Cost to the Council	On completion, in accordance with this Deed, of Development Contribution Item 18, or if another date has been agreed between the Parties, that other date	\$905,741.00	No	NA
33	OS7	Local recreation		Dedication of a minimum of 2,000m <sup>2</sup> of land marked as OS7 on the Staging	On or before the registration of the plan of subdivision that creates the first	\$250,000.00	No	NA

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Attachment 1

**Arcadian Hills Planning Agreement  
The Council of Camden  
AV Jennings Properties Limited**



			and Location Plan, free of Cost to the Council	Final Lot in Stage 7			
<b>Monetary Contributions</b>							
34	NA	Passive open space and recreation	Payment to Council of \$717,525.00 for the embellishment of a minimum of 8,327m <sup>2</sup> of passive open space dedicated to Council under Development Contribution Item 25.	Within 28 days of the commencement of the Deed	\$717,525.00	No	NA
35	NA	Passive open space and recreation	Payment to the Council of \$553,312.00 for the embellishment of a minimum of 2,000m <sup>2</sup> of active open space dedicated to Council under Development Contribution Item 33.	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 7	\$553,312.00	No	NA
36	NA	Community facilities	Payment to the Council of \$530,376.00	Prior to the issuing of a Subdivision Certificate that creates the first Final	\$530,376.00	No	NA



**Arcadian Hills Planning Agreement  
The Council of Camden  
AV Jennings Properties Limited**

37	NA	Community facilities	Payment to the Council of \$317,113.00	Lot in Stage 6	\$317,113.00	No	NA	NA
38	NA	Public facilities	Payment to Council of \$246,307.00	Prior to the issuing of a Subdivision Certificate that creates the first Final Lot in Stage 8	\$246,307.00	No	NA	NA
39	NA	Administration	Payment to Council of \$243.00 per Final Lot	Prior to the issuing of a Subdivision Certificate that creates the Final Lot	\$243.00 per Final Lot	No	NA	NA
40	NA	Transport, passive open space and recreation, and community facilities	Payment to Council of \$29,757.00 per Final Lot for the 458 <sup>th</sup> to the 480 <sup>th</sup> Final Lot	Prior to the issuing of a Subdivision Certificate that creates the Final Lot	\$29,757.00 per Final Lot for the 458 <sup>th</sup> to the 480 <sup>th</sup> Final Lot	No	NA	NA

ORD05

**Arcadian Hills Planning Agreement**  
**The Council of Camden**  
**AV Jennings Properties Limited**

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**Schedule 2**

(Clause 1.1)

**Land**

Plan on the following page

Attachment 1

**DRAFT**



ORD05

**Arcadian Hills Planning Agreement**  
**The Council of Camden**  
**AV Jennings Properties Limited**

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**Schedule 3**

(Clause 1.1)

**Staging and Location Plan**

Staging and Location Plan appears on the following page

Attachment 1

DRAFT

Arcadian Hills Planning Agreement  
The Council of Camden  
AV Jennings Properties Limited



ORD05



Attachment 1

ORD05

Arcadian Hills Planning Agreement  
The Council of Camden  
AV Jennings Properties Limited



**Execution**

**Executed as a Deed**

**Dated:**

\_\_\_\_\_  
**Executed on behalf of the Council**

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Executed on behalf of the Landowner** in accordance with s127(1) of the  
Corporations Act (Cth) 2001

\_\_\_\_\_  
Name/Position

\_\_\_\_\_  
Name/Position

**Arcadian Hills Planning Agreement**  
**The Council of Camden**  
**AV Jennings Properties Limited**

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ORD05

## **Appendix**

(Clause 54)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

## **Explanatory Note**

### **Draft 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, NSW 2570 (**Council**)

and

**AV Jennings Properties Limited** ABN 50 004 601 503 of 11-13 Brookhollow Avenue, BAULKHAM HILLS, NSW 2155 (**Landowner**)

### **Description of the Land to which the Draft Planning Agreement Applies**

Land comprised in DP1174521 except for Lot 95 in DP1174521 as at the date of this Deed, and any part of that land comprised in a lot created by Subdivision of that land, being land shown bounded by a red line on the plan in Schedule 2.

Attachment 1



**Arcadian Hills Planning Agreement**  
**The Council of Camden**  
**AV Jennings Properties Limited**

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### **Description of Proposed Development**

Subdivision of the Land into a maximum of 480 Final Lots generally in accordance with the Staging Plan, establishment of road, utilities and stormwater management networks, provision of open space, recreation area embellishment, riparian corridor restoration and embellishment and associated site works.

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

#### **Objectives of Draft Planning Agreement**

The Draft Planning Agreement requires the Landowner to provide Development Contributions to the Council in connection with the carrying out of the Development.

The object of the Draft Planning Agreement is to facilitate the provision of monetary contributions, the carrying out of works and the dedication of land by the Landowner to the Council.

#### **Nature of Draft Planning Agreement**

The Draft Planning Agreement is a planning agreement under s93F of the *Environmental Planning and Assessment Act 1979 (Act)*. The Draft Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) are made by the Landowner for various public purposes (as defined in s93F(3) of the Act).

#### **Effect of the Draft Planning Agreement**

The Draft Planning Agreement:

- relates to the carrying out by the Landowner of Development on the Land
- does not exclude the application of s94 of the Act to the part of the Development the subject of the Stage 1-3 Consent, but otherwise excludes the application of s94 of the Act to the Development,
- excludes the application of s94A and s 94EF of the Act to the Development,
- requires the carrying out work, dedication of land and payment of monetary contributions,
- is to be registered on the title to the Land,
- imposes restrictions on the Landowner transferring the Land or part of the Land or assigning an interest under the agreement,
- provides two dispute resolution methods for a Dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- provides that the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* applies to the agreement.

**Arcadian Hills Planning Agreement**  
**The Council of Camden**  
**AV Jennings Properties Limited**



ORD05

## **Assessment of the Merits of the Draft Planning Agreement**

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

The Draft Planning Agreement:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,
- provides and co-ordinates community services and facilities in connection with the Development, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

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

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s5(a)(ii), (iv), (v) and 5(c) of the Act.

#### **For Planning Authorities:**

##### ***Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities***

N/A

##### ***Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted***

N/A

##### ***Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter***

The Draft Planning Agreement promotes the following two elements of the Council's charter under s8(1) of the *Local Government Act 1993*:

- *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.*
- *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.*

These elements of the Council's Charter are promoted through the provision or improvement of various public facilities the need for which is created by the Development, including roads, roundabouts, bridges/crossings, a cycleway network, water management infrastructure, the embellishment of riparian land and open space, the dedication of land, and the payment of monetary contributions to the Council.

Attachment 1

ORD05

**Arcadian Hills Planning Agreement**  
**The Council of Camden**  
**AV Jennings Properties Limited**

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***All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority’s Capital Works Program***

No. However, the Draft Agreement facilitates the completion of all of the Works required by the Arcadian Hills development in a more timely and efficient fashion than if Council was required to deliver these works via the Oran Park and Turner Road Section 94 Contributions Plan and via Council's Works Program.

***All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued***

This Draft Planning Agreement contains requirements that must be complied with before subdivision certificates are issued in respect of Development.

Attachment 1



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## ORDINARY COUNCIL

ORD06

ORD06

**SUBJECT:** NOISE COMPLAINT PETITION  
**FROM:** Director Customer & Corporate Services  
**TRIM #:** 15/193069

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### PURPOSE OF REPORT

The purpose of this report is to advise Council that it is receipt of a petition alleging noise is emanating from Barenz, a business located at 130 Argyle Street, Camden.

Council's Code of Meeting Practice, clause 6.4 states:

*On receipt of a petition, a report noting the receipt of the petition shall be submitted to the next available Council Meeting. The report is to note the nature of the petition and number of signatories. The Chairperson must not permit discussion or debate on the petition with the petition being noted for further consideration in conjunction with the subject matter".*

As such, this report brings the petition before Council for information purposes only.

A copy of the petition is provided under separate cover in Council's Supporting Documents.

### RECOMMENDED

**That Council:**

- i. note the petition; and**
- ii. advise the lead petitioner of this resolution.**

### ATTACHMENTS

1. Noise Complaint - Petition - *Supporting Document*



ORD07

## ORDINARY COUNCIL

ORD07

**SUBJECT: INVESTMENT MONIES - JUNE 2015**  
**FROM:** Director Customer & Corporate Services  
**TRIM #:** 15/181398

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### **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 30 June 2015 is provided.

### **MAIN REPORT**

The weighted average return on all investments was 3.67% p.a. for the month of June 2015. The industry benchmark for this period was 2.16% (Ausbond Bank bill Index).

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 Principal Accounting Officer is the Manager Finance & Corporate Planning.

Council's Investment Report is an **attachment to this report**.

### **RECOMMENDED**

**That Council:**

- i. **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. **note the list of investments for June 2015 and;**
- iii. **note the weighted average interest rate return of 3.67% p.a. for the month of June 2015.**

### ATTACHMENTS

1. Investment Report - June 2015



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**ORD07**

ORD07



Attachment 1

# Monthly Report

# Camden Council

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June 2015

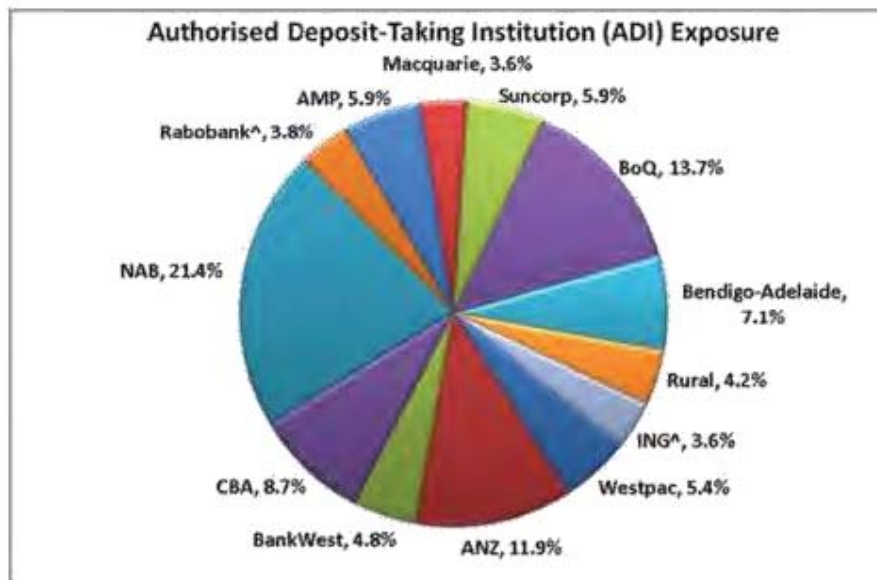
## Investment Exposure

Council's investment portfolio is mainly directed to the higher rated ADIs. Council remains close to capacity limits with NAB, Rabobank, BoQ and ING. Council will continue to diversify the investment portfolio across the higher rated ADIs (A1 or higher).

ADI	Exposure \$M	Rating	Policy Limit	Actual	Capacity
Westpac	\$4.50M	A1+	25.0%	5.4%	\$16.51M
ANZ	\$10.00M	A1+	25.0%	11.9%	\$11.01M
BankWest	\$4.00M	A1+	25.0%	4.8%	\$17.01M
CBA	\$7.35M	A1+	25.0%	8.7%	\$13.66M
NAB	\$18.00M	A1+	25.0%	21.4%	\$3.01M
Rabobank <sup>^</sup>	\$3.20M	A1	5.0%	3.8%	\$1.00M
AMP	\$5.00M	A1	15.0%	5.9%	\$7.61M
Macquarie	\$3.00M	A1	15.0%	3.6%	\$9.61M
Suncorp	\$5.00M	A1	15.0%	5.9%	\$7.61M
BoQ	\$11.50M	A1	15.0%	13.7%	\$1.11M
Bendigo-Adelaide	\$6.00M	A1	15.0%	7.1%	\$6.61M
Rural	\$3.50M	A1	15.0%	4.2%	\$9.11M
ING <sup>^</sup>	\$3.00M	A2	5.0%	3.6%	\$1.20M
<b>Total</b>	<b>\$84.05M</b>			<b>100.0%</b>	

<sup>^</sup>Foreign subsidiary banks are limited to 5% of the total investment portfolio as per Council's investment policy.

Apart from investments with the regional ADIs, the investment portfolio is predominately directed to the higher rated entities led by NAB and BoQ.





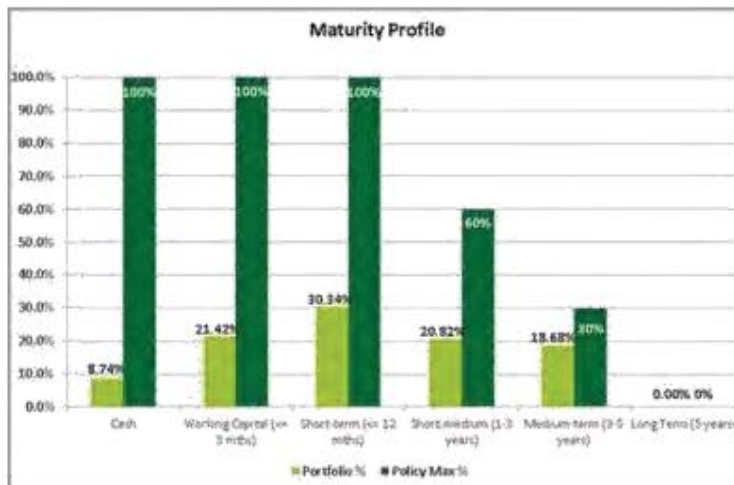
## Credit Quality

A1+ (the domestic majors) and A1 (the higher rated regionals) rated ADIs are the largest share of Council's investments. There is still capacity to invest across the entire credit spectrum.



## Term to Maturity

The portfolio remains adequately liquid with approximately 9% of investments at-call and around another 21% of assets maturing within 3 months. There is still substantial capacity to invest in terms greater than 1 year. In consultation with its investment advisors, Council has strategically diversified its investments across various maturities up to 5 years.



In the historic low interest rate environment, as existing deposits mature, they will generally be reinvested at much lower rates than preceding years. A larger spread of maturities in medium-term assets would help income pressures over future financial years. This is becoming increasingly difficult with the RBA's latest interest rate cut in May.

## 2014-15 Budget

Current Budget Rate	3.50%
<b>Source of Funds Invested</b>	<b>June</b>
Section 94 Developer Contributions	\$40,561,789
Restricted Grant Income	\$529,895
Externally Restricted Reserves	\$8,900,819
Internally Restricted Reserves	\$27,207,028
General Fund	\$6,850,469
<b>Total Funds Invested</b>	<b>\$84,050,000</b>
Council's investment portfolio has decreased by \$2.8m since the May reporting period. The decrease primarily relates to payments for capital works and operational expenses prior to the end of the financial year.	
The source of funds invested are indicative only, due to Council's annual financial reports still being finalised for 30 June 2015.	

INTEREST RECEIVED DURING 2014/15 FINANCIAL YEAR				
	June	Cumulative	Revised Budget	*Original Budget
General Fund	\$73,196	\$1,267,671	\$1,312,700	\$899,200
Restricted	\$172,967	\$1,771,833	\$1,711,574	\$871,900
<b>Total</b>	<b>\$246,163</b>	<b>\$3,039,504</b>	<b>\$3,024,274</b>	<b>\$1,771,100</b>

\*The Original Budget is reviewed on a quarterly basis as part of the Budget Process

## Interest Summary

The portfolio's interest summary as at 30 June 2015 is as follows:

NUMBER OF INVESTMENTS	58
AVERAGE DAYS TO MATURITY	528
AVERAGE PERCENTAGE	3.71% p.a.
WEIGHTED PORTFOLIO RETURN	3.67% p.a.
CBA CALL ACCOUNT *	1.85% p.a.
HIGHEST RATE	5.10% p.a.
LOWEST RATE	2.85% p.a.
BUDGET RATE	3.50% p.a.
AVERAGE BBSW (30 Day)	2.04% p.a.
AVERAGE BBSW (90 Day)	2.15% p.a.
AVERAGE BBSW (180 Day)	2.25% p.a.
OFFICIAL CASH RATE	2.00% p.a.
AUSBOND BANK BILL INDEX	2.16% p.a.

\*Note: CBA call account is not included in the investment performance calculations

ORD07

Attachment 1



Heading into FY2016, the portfolio's outperformance over the benchmark AusBond Bank Bill Index will continue to be attributed to the longer-dated deposits in the portfolio (particularly early investments placed above 4.5%). Deposits invested close to or above 4% will also contribute to outperformance over future financial years. As existing deposits mature, performance will generally fall as deposits will be reinvested at much lower prevailing rates.

With the adoption of a longer term strategy, the FY15 budget return of 3.50% was comfortably achieved. However with financial markets pricing in the possibility of another interest rate cut again over the next 6-9 months, FY16 budgets and beyond should be adjusted to reflect a longer period of low interest rates.

# Appendix A – List of Investments

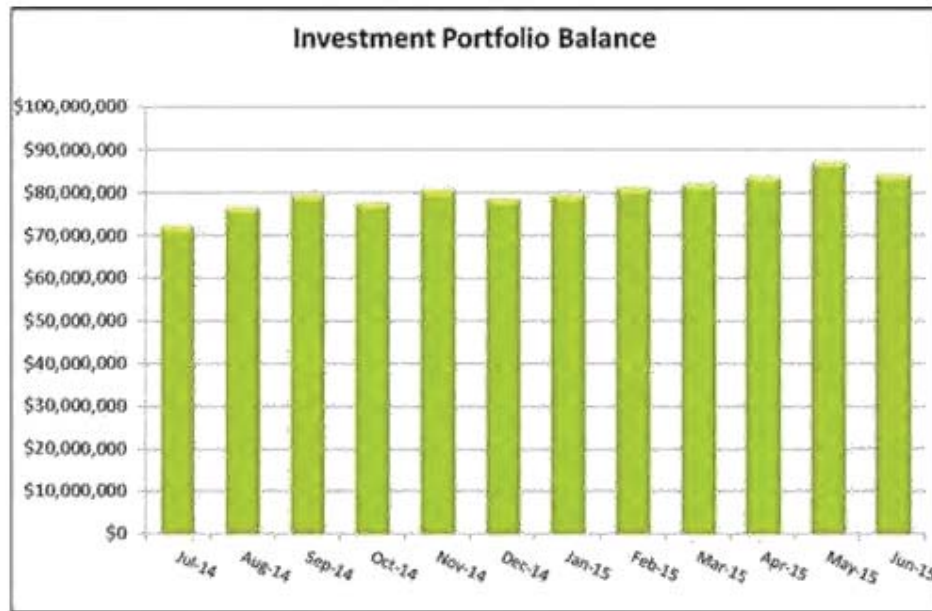
ORD07

Camden Council Investment Portfolio as at 30 June 2015								
Investment	Type	Amount	Interest rate	Term (months)	Repayment term	Original Term of Investment (days)	Days to Maturity	Current Amount as at 30/06/2015
Westpac	TD	\$298,000.00	4.50%	17/05/2013	15/05/2016	1039	224	\$2,804.79
BOQ	TD	\$2,500,000.00	5.00%	4/01/2013	3/11/2016	1829	1220	\$84,848.32
BOQ	TD	\$2,500,000.00	4.50%	7/11/2013	2/11/2016	1095	491	\$43,641.88
BOQ	TD	\$1,800,000.00	5.20%	25/11/2013	22/11/2018	1830	1343	\$20,469.27
ING Bank	TD	\$1,600,000.00	4.50%	28/11/2013	28/11/2017	1456	877	\$17,232.60
BOQ	TD	\$1,800,000.00	4.80%	28/11/2013	27/11/2017	1406	877	\$28,548.49
BOQ	TD	\$1,600,000.00	4.50%	28/11/2013	28/11/2016	1092	513	\$26,506.40
Macquarie Bank	TD	\$1,800,000.00	4.10%	20/01/2014	20/01/2016	730	204	\$18,418.18
BOQ	TD	\$1,800,000.00	4.50%	27/02/2014	22/02/2018	1456	140	\$15,397.20
Naborsbank	TD	\$1,800,000.00	5.00%	28/02/2014	28/02/2018	1826	1359	\$26,741.00
Rydsbank	TD	\$1,200,000.00	5.00%	3/03/2014	6/03/2019	1829	1340	\$18,226.03
Westpac	TD	\$1,500,000.00	4.50%	13/03/2014	13/03/2019	1826	1415	\$8,708.76
Westpac	TD	\$1,500,000.00	4.50%	22/03/2014	22/03/2019	1827	1422	\$7,664.44
Bendigo Adelaide Bank	TD	\$1,500,000.00	4.00%	22/03/2014	24/03/2017	1039	594	\$6,857.53
Bendigo Adelaide Bank	TD	\$1,500,000.00	4.00%	27/05/2014	23/05/2017	1100	301	\$3,861.36
Bendigo Adelaide Bank	TD	\$2,500,000.00	4.50%	30/05/2014	31/05/2017	1092	701	\$7,105.37
NAB	TD	\$2,000,000.00	4.00%	3/06/2014	7/06/2017	1039	708	\$5,434.63
Macquarie Bank	TD	\$1,800,000.00	4.00%	03/07/2014	30/07/2017	1036	762	\$16,712.33
BOQ	TD	\$1,800,000.00	4.10%	0/08/2014	1/08/2019	1487	1322	\$12,528.50
ANZ	TD	\$2,500,000.00	3.64%	2/08/2014	3/08/2015	365	44	\$66,234.52
ANZ	TD	\$1,500,000.00	3.64%	10/08/2014	9/08/2015	364	71	\$29,313.45
ANZ	TD	\$1,000,000.00	3.64%	16/08/2014	16/08/2015	365	79	\$28,723.10
ANZ	TD	\$1,000,000.00	3.50%	13/12/2014	13/04/2015	273	44	\$12,054.79
ANZ	TD	\$2,000,000.00	3.40%	28/11/2014	18/09/2015	264	50	\$40,054.79
Rydsbank	TD	\$1,000,000.00	4.10%	25/11/2014	23/11/2019	1826	1411	\$24,243.01
ING Bank	TD	\$1,000,000.00	3.50%	27/11/2014	3/07/2015	214	3	\$1,244.13
Bendigo Adelaide Bank	TD	\$1,500,000.00	4.20%	26/11/2014	4/12/2019	1932	1439	\$27,051.37
ANZ	TD	\$1,800,000.00	3.40%	4/12/2014	28/08/2015	267	39	\$19,468.40
BOQ	TD	\$1,500,000.00	3.00%	3/12/2014	6/07/2015	217	8	\$12,868.40
ANZ	TD	\$1,000,000.00	3.40%	11/02/2014	30/2/2015	363	162	\$18,614.44
NAB	TD	\$1,500,000.00	4.00%	15/02/2014	11/2/2019	1821	1425	\$47,383.56
Macquarie Bank	TD	\$1,000,000.00	3.00%	19/12/2014	19/12/2019	1826	1510	\$16,463.61
ING Bank	TD	\$1,000,000.00	3.50%	6/01/2015	15/07/2015	188	15	\$14,644.90
Rural Bank	TD	\$2,000,000.00	3.70%	8/01/2015	8/01/2018	1094	924	\$25,873.57
Rural Bank	TD	\$1,500,000.00	3.70%	14/01/2015	15/01/2018	1097	890	\$25,546.11
NAB	TD	\$500,000.00	3.40%	28/01/2015	12/07/2015	175	22	\$7,278.08
Westpac	TD	\$1,800,000.00	3.00%	2/02/2015	2/02/2020	1826	1478	\$15,000.30
NAB	TD	\$1,500,000.00	2.90%	4/02/2015	29/07/2015	175	29	\$19,331.51
NAB	TD	\$1,500,000.00	3.20%	11/02/2015	5/08/2015	175	26	\$18,418.56
Suncorp Metway	TD	\$1,000,000.00	3.10%	16/02/2015	28/09/2015	217	85	\$11,295.89
NAB	TD	\$1,000,000.00	3.10%	25/02/2015	2/02/2016	371	246	\$4,873.97
NAB	TD	\$1,000,000.00	2.14%	24/02/2015	26/09/2015	217	92	\$18,839.45
NAB	TD	\$1,000,000.00	3.10%	27/02/2015	1/03/2017	233	410	\$18,201.37
Suncorp Metway	TD	\$1,500,000.00	3.08%	2/03/2015	27/03/2015	210	59	\$15,714.14
NAB	TD	\$2,000,000.00	3.20%	4/03/2015	14/06/2015	224	106	\$10,304.64
Suncorp Metway	TD	\$1,500,000.00	3.00%	12/03/2015	21/03/2015	233	113	\$13,913.05
NAB	TD	\$1,500,000.00	3.20%	02/04/2015	28/10/2015	263	120	\$10,046.48
ANZ	TD	\$2,000,000.00	2.80%	15/04/2015	4/11/2015	263	127	\$12,834.65
ANZ	TD	\$2,000,000.00	2.90%	22/04/2015	11/11/2015	293	134	\$11,176.19
BOQ	TD	\$1,000,000.00	2.90%	23/04/2015	25/11/2015	217	148	\$5,697.53
ANZ	TD	\$2,000,000.00	2.90%	23/04/2015	18/11/2015	263	141	\$10,964.08
NAB	TD	\$2,000,000.00	2.90%	29/04/2015	16/11/2015	251	149	\$10,010.90
NAB	TD	\$1,500,000.00	2.90%	6/05/2015	16/11/2015	224	160	\$6,744.01
NAB	TD	\$1,000,000.00	2.90%	16/11/2015	16/11/2015	0	160	\$4,214.79
Bankwest	TD	\$2,000,000.00	3.00%	20/05/2015	23/09/2015	126	93	\$6,904.11
Bankwest	TD	\$2,000,000.00	3.00%	26/05/2015	14/10/2015	147	106	\$6,904.11
NAB	TD	\$1,000,000.00	2.90%	20/05/2015	18/11/2015	232	141	\$3,194.52
Suncorp Metway	TD	\$1,000,000.00	2.90%	25/05/2015	2/12/2015	191	108	\$2,835.79
<b>IFD Investments</b>	<b>SB</b>	<b>\$26,706,000.00</b>	<b>3.67%</b>					<b>\$4,123,769.97</b>
OSA	Call Account	\$1,350,000.00	1.00%					
		<b>\$28,056,000.00</b>						

Attachment 1

ORD07

Attachment 1



## Appendix B – Ratings Definitions

### Standard & Poor's Ratings Description

Standard & Poor's (S&P) is a professional organisation that provides analytical services. An S&P rating is an opinion of the general credit worthiness of an obligor with respect to particular debt security or other financial obligation – based on relevant risk factors.

Credit ratings are based, in varying degrees, on the following considerations:

- Likelihood of payment
- Nature and provisions of the obligation
- Protection afforded by, and relative position of, the obligation in the event of bankruptcy, reorganisation or other laws affecting creditors' rights
- The issue rating definitions are expressed in terms of default risk.

### S&P Short-Term Obligation Ratings are:

- **A-1:** This is the highest short-term category used by S&P. The obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial commitment on these obligations is extremely strong.
- **A-2:** A short-term obligation rated A-2 is somewhat more susceptible to the adverse changes in circumstances and economic conditions than obligations in higher rating categories. However the obligor's capacity to meet its financial commitment on the obligation is satisfactory.
- **A-3:** A short-term obligation rated A-3 exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.

ORD07

Attachment 1

**S&P Long-Term Obligations Ratings are:**

- **AAA:** An obligation/obligor rated AAA has the highest rating assigned by S&P. The obligor's capacity to meet its financial commitment on the obligation is extremely strong.
- **AA:** An obligation/obligor rated AA differs from the highest rated obligations only in small degree. The obligor's capacity to meet its financial commitment on the obligations is very strong.
- **A:** An obligation/obligor rated A is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations/obligors in higher rated categories. However the obligor's capacity to meet its financial commitment on the obligation is strong.
- **BBB:** A short-term obligation rated BBB exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.
- **Unrated:** Financial Institutions do not necessarily require a credit rating from the various ratings agencies such as Standard & Poor's and these institutions are classed as "Unrated". Most Credit Unions and Building societies fall into this category. These institutions nonetheless must adhere to the capital maintenance requirements of the Australian Prudential Regulatory Authority (APRA) in line with all authorised Deposit Taking Institutions (Banks, Building societies and Credit Unions).
- **Plus (+) or Minus(-):** The ratings from "AA" to "BBB" may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories

Fitch and Moody's have similar classifications.

## Appendix C – Recently Invested ADIs

### Rural Bank

Historically, the Bank was formed as Elders Rural Bank and received its banking licence in 2000. In August 2009, Elders Rural Bank Limited changed its name to Rural Bank Limited and, in December 2010, Rural Bank became a fully-owned subsidiary of the Bendigo and Adelaide Bank Group.

In December 2010, Bendigo and Adelaide Bank announced that it would increase its shareholding in Rural Bank from 60% to 100% for \$165m, or approximately 1.2 times book value. As such, Rural Bank takes on its parent's company's long-term credit rating of A- by S&P.

Over the years, the bank's business model has expanded, but its core business has not changed. They specialise in lending to the agricultural sector in rural and regional centres across the country. Rural Bank's products and services are now available at more than 400 locations nationally.

#### Financial Results

As at 31 March 2015, Bendigo-Adelaide Bank's Tier 1 Capital Ratio stood at 9.8% and its Total Capital Ratio at 11.7%, well above Basel III minimum capital requirements.

At a group level, Bendigo-Adelaide Bank Ltd announced a statutory profit after tax of \$191.6 million for the 6 months ending 30 June 2014, an 6.0% decrease on the prior corresponding period. The cash earnings result is \$196.4 million for the 6 months ending 30 June 2014, a 5.7% increase on the prior corresponding period. Retail deposits stood at \$44.84 billion (up from \$42.65 billion in December 2013), an increase of 5.0%.

### Rabobank Australia

With over 110 years of history, the Rabobank Group is a leading provider of financial services around the world and has a strong historical presence for the global food and agriculture industry. Headquartered in Utrecht, the Netherlands, Rabobank is a cooperative bank with over AUD\$926.4 billion in assets (€732 billion)<sup>1</sup>, approximately 10 million clients, more than 59,000 employees, and a presence in 48 countries. Rabobank is one of the 30 largest financial institutions in the world based on Tier 1 Capital.

Rabobank established an office in Australia in 1990 and acquired the Primary Industry Bank of Australia (PIBA) operating in Australia and New Zealand in 1994. With headquarters in Sydney, Rabobank has 61 branches throughout Australia and 32 branches in New Zealand. As at December 2011, the Group employed more than 1,000 people in Australia and New Zealand, with more than half based in regional locations.

In early November, ratings agency Standard & Poor's downgraded the Dutch Rabobank group, and therefore Australia's long-term credit rating from AA- to A+ (short-term rating from A-1+ to A-1). Rabobank Australia itself remains financially solid with a Tier 1 Capital of 11.38% and Total Capital Ratio of 13.16% as at March 2015.

<sup>1</sup> As a comparison, CBA has approximately AUD\$750 billion in total assets and 45,000 employees



ORD07

From May 2015, new Rabobank Australia deposits will not be guaranteed by the global group, but existing deposits will have their guarantee grandfathered.

**BankWest**

Bankwest is an ADI based in Perth, Western Australia. Formerly a wholly owned subsidiary of HBOS plc but was sold in October 2008 to the Commonwealth Bank of Australia (CBA) for \$2.1 billion. BankWest continues to operate independently of its parent company but has the same long-term credit rating of CBA, being "AA-" by ratings agency S&P.

At a group level, as at 31/03/2015, CBA had a Tier 1 Capital of 11.0% and Total Capital Ratio of 12.1%.

Attachment 1



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## ORDINARY COUNCIL

ORD08

ORD08

**SUBJECT:** 2014/15 LOAN BORROWING NEGOTIATIONS - LOCAL  
INFRASTRUCTURE RENEWAL SCHEME (ROUND 3)  
**FROM:** Director Customer & Corporate Services  
**TRIM #:** 15/181640

---

### PURPOSE OF REPORT

This report is to advise Council of the outcome of recent loan borrowing negotiations to secure a \$2.25 million loan as part of the funding package for Council's Community Infrastructure Renewal Program.

### BACKGROUND

Council at its Ordinary meeting 24 September 2013 (ORD 06) approved the following:

*That Council:*

- i. give delegated authority to the General Manager to negotiate and accept the most competitive loan interest rate for all future loan borrowings upon the borrowing of money being approved by the Council, and*
- ii. upon the completion of the negotiation process and acceptance of the loan, be provided with a report advising the outcome of those negotiations*

Council at its Ordinary meeting 24 June 2014 (ORD 05) approved the following:

*That Council:*

- i. approve the level of loan borrowings identified within the 2014/15 budget of \$2,250,000 being Council's 2014/15 and 2015/16 Loan Borrowing Program which is subject to a successful outcome of Council's application under Round 3 of the Local Infrastructure Renewal Scheme, execute the agreement between Council and Division of Local Government via Council's Power of Attorney, granted on 27 August 2013, Minute Number ORD215/13.*

Council was advised in October 2014 that its application for a loan interest subsidy of 3.00% under the NSW Local Infrastructure Renewal Scheme (Round 3) was approved.

### MAIN REPORT

Council adopted a \$4.7 million Community Infrastructure Renewal Program (CIRP) as part of adopting the 2014/15 Operational Plan (budget). This program included funding of \$2.25 million from loans which was eligible for an interest subsidy of 3% under the Local Infrastructure Renewal Scheme (Round 3). The program and funding package is provided in the table below:



ORD08

Community Infrastructure Renewal Program	Amount
<b>Works Package</b>	
2014/15 Road Reconstruction Program	\$1,955,300
2015/16 Road Reconstruction Program	\$2,014,000
Camden Town Centre Asset Renewal Works	\$759,500
<b>Total Program Costs</b>	<b>\$4,728,800</b>
<b>Funding Source</b>	
Loan Borrowings – LIRS Scheme (Round 3)	\$2,250,000
Asset Renewal – Transfer from Reserve	\$759,500
General Fund Contributions	\$1,719,300
<b>Total Funding Available</b>	<b>\$4,728,800</b>

The loan borrowing of \$2.25 million formed part of the market sounding and expression of interest process for loan borrowings for the Central Administration Centre (\$23 million). The market sounding process provides Council an opportunity to meet with each financial institution to explain Council's financing requirements, the project and gauge the level of interest in being part of the EOI process.

Following the market sounding which consisted of nine (9) major financial institutions an expression of interest (EOI) was issued to five (5) banks of which Council received four (4) responses. The expression of interest included the requirement to borrow \$2.25 million with a drawdown before 30 June 2015 and a line of credit to borrow up to \$23 million as part of the funding package for the Central Administration Centre.

Council has accepted an offer from the ANZ Bank for a \$2.25 million fixed interest loan over ten (10) years with bi-annual principal and interest repayments at a rate of 4.17% per annum. The responses to the EOI are provided in **Supporting Documents**. The information is commercial in confidence.

Council has also secured a line of credit for up to \$23 million with the ANZ Bank. While Council has secured a most competitive interest rate margin of 1.12% (margin is set) on this loan as part of the EOI, the structure of the loan and timing of drawdown is still being negotiated. Once this process is finalised the final interest rate (base + margin) will be provided to Council.

It is also important to note that the Local Government Act does not require Councils to go through a market sounding or EOI process for the borrowing of money. Officers were of the opinion that a better outcome would be achieved through a more extensive borrowing process.

### **FINANCIAL IMPLICATIONS**

The borrowing of \$2.25 million was made as part of the NSW Local Infrastructure Renewal Scheme (LIRS). As a result of the 3.00% interest subsidy offered under this scheme Council will achieve interest savings over the life of the loan of approximately \$371,000. The savings from the Local Infrastructure Renewal Scheme (LIRS) will be transferred to the Asset Renewal Reserve to fund future asset renewal projects as endorsed by Council at its Ordinary Meeting 13 May 2014 (ORD 91/14).

A further report will be provided to Council on the financial implications of the Central Administration Centre loan once negotiations have been completed. It should be noted that the loan borrowing required for the Central Administration Centre is not eligible for the LIRS subsidy.



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## **CONCLUSION**

To comply with the conditions of the scheme the loan was drawndown on 25 June 2015 (before 30 June 2015) which means Council's total works package of \$4.7 million under Round 3 of this scheme is fully cash funded. It is also pleasing to note that after successful negotiations Council will pay a fixed interest rate of just 1.17% (net of the 3% subsidy) on \$2.25 million for next 10 years.

## **RECOMMENDED**

**That the information within the report be noted.**

## **ATTACHMENTS**

1. LIRS Loan Funding Round 3 - EOI assessment - *Supporting Document*

**ORD08**



ORD09

## ORDINARY COUNCIL

ORD09

**SUBJECT: COUNCILLOR FEES - 2015/2016 - LOCAL GOVERNMENT REMUNERATION TRIBUNAL**

**FROM:** Director Customer & Corporate Services

**TRIM #:** 15/205717

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### PURPOSE OF REPORT

The purpose of this report is to advise Council of the determination by the Local Government Remuneration Tribunal for the level of Councillor fees payable for the 2015/2016 financial year. This report is submitted for Council's determination.

### BACKGROUND

The Local Government Remuneration Tribunal ("the Tribunal") sets the range of annual fees payable to Councillors and Mayors in NSW each year. Under the *Local Government Act 1993* ("LG Act"), Council may fix the annual fees paid to the Councillors and the Mayor. The annual fees must be in accordance with the range determined by the Tribunal. Under section 249 of the *LG Act*, the Mayor must be paid an annual fee in addition to the fee paid to the Mayor as a Councillor. Section 249 also provides that Council may pay the Deputy Mayor a fee for such time as the Deputy Mayor acts in the office of the Mayor. The amount of the fee so paid – which is determined by Council – must be deducted from the Mayor's annual fee.

Should Council decide not to fix the annual fees payable to the Councillors and the Mayor, it must pay the appropriate minimum fee determined by the Remuneration Tribunal.

### MAIN REPORT

The Tribunal has concluded its annual review and, having regard to key economic data and the views of the assessors, it has determined that an increase of 2.5% in fees for Councillors and the Mayor is appropriate. The Office of Local Government informed Council of the increase on 26 June 2015 and any increase is effective on and from 1 July 2015.

Section 239 of the *LG Act* requires the Tribunal to determine the categories of Councils and to place each Council in a category at least every three years. In accordance with the Act, the Tribunal reviewed the categories as part of its 2015 annual review and determined that no change to the existing categories is warranted at this time. As such, Camden Council is still categorised as a Metropolitan Council and the revised fees payable for a Metropolitan Council for 2015/16 are as follows:



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COUNCILLOR / MEMBER Annual Fee		MAYOR Additional Fee	
<i>Minimum</i>	<i>Maximum</i>	<i>Minimum</i>	<i>Maximum</i>
\$8,330	\$18,380	\$17,740	\$40,090

The current Councillor fees are \$15,573.60 per annum for Councillors and \$34,000.30 per annum for the Mayor.

Based on the present level of fees payable to the Mayor and Councillors as above, a 2.5% increase would amount to an increase of \$389.34 per annum for each Councillor, bringing the total to \$15,962.94 per annum, and an increase of \$850.01 for the Mayor, totalling \$34,850.31 per annum. Alternatively, Council may adopt the maximum amount payable in each case.

**FINANCIAL IMPLICATIONS**

A 2.5% increase to Councillors' fees would result in additional expenditure totalling \$4,354.07. The 2015/16 Operational Plan (including budget) includes a provision for an increase of expenditure of 3.0%, which represents an amount of \$5,224.90. If Council elects to increase Councillor fees by 2.5%, this will represent a saving to the 2015/16 Operational Plan of \$870.83 which could be adjusted at the September Quarterly Budget Review.

**RECOMMENDED**

**That Council determine the level of fees payable to Councillors and Mayor for the 2015/2016 financial year.**



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## ORDINARY COUNCIL

ORD10

ORD10

**SUBJECT: SOUTH WEST RAIL LINK EXTENSION AND OUTER SYDNEY ORBITAL - PUBLIC TRANSPORT CORRIDOR PRESERVATION**  
**FROM: Director Community Infrastructure**  
**TRIM #: 15/171495**

---

### PURPOSE OF REPORT

To advise Council of the NSW Government's plan to preserve a recommended public transport corridor as part of a proposed South West Rail Link (SWRL) Extension project, and identify a study area for a suitable corridor for the Outer Sydney Orbital. Council's endorsement is sought for the lodgement of submissions in response to the SWRL Extension and Outer Sydney Orbital community consultation process.

### BACKGROUND

On 28 April 2014, the NSW Government announced its intention to investigate a future public transport corridor (passenger rail line) to serve Western Sydney, including the South West Growth Centre, the Broader Western Sydney Employment Area and the planned second Sydney airport at Badgerys Creek. As a continuation of the new Glenfield to Leppington rail line recently constructed, a key objective of the SWRL Extension is to connect communities, businesses, jobs and services, across Sydney's west.

As part of the first stage of consultation, at its ordinary meeting of 24 June 2014, Council resolved to approve a submission to Transport for NSW in response to the SWRL Extension exhibition. As part of Council's submission, the headline issues raised included:

- Transport for the South West
- Connecting Centres
- South West Growth Centre and Precinct Planning
- Sydney's Major Transport Corridors
- SWRL Extension Corridor – Potential Constraints
- Community Engagement

On 6 June 2015, a second stage of consultation was announced by the NSW Government, involving the SWRL Extension, and expanded brief including the Outer Sydney Orbital. This current consultation stage seeks to investigate and seek feedback on the following issues:

- A recommended corridor alignment for the southern section, between Leppington and Narellan, inclusive of station locations at Rossmore, Bringelly, Maryland, Oran Park and Narellan;
- A study area for the northern section between Bringelly and the T1 Western Line;
- A study area from Narellan to the T2 South Line; and
- Suitable corridors for the Outer Sydney Orbital and Bells Line of Road – Castlereagh Connection.

In delivering transport options for Western Sydney, a key component of the NSW Government's approach is to protect transport corridors in the short term and to ensure the effective development of future transport systems. The second stage in the consultation process, conducted by Transport for NSW, is to continue discussions with affected stakeholders in confirming a recommended corridor for the SWRL Extension. In this regard,



Council officers continue to engage with representatives of Transport for NSW on a range of key issues.

Council has received a number of representations from potentially affected residents, property owners and developers, all of whom have expressed their concern as to the proposed 'at-grade' corridor alignment. Beyond the individual issues identified, the recurring point of concerns relate to the degree of un-certainty generated by Transport for NSW's current proposal regarding the recommended corridor. Council also received a petition at its Ordinary Council Meeting of 14 July 2015 from the residents of Allenby and McCann Roads Rossmore with 27 signatures, primarily seeking a re-alignment of the proposed corridor.

In response to the issues raised in the petition, and other representations received, Council's submission strongly advocates that any adverse impact is mitigated for all property owners along the recommended corridor alignment. Council's submission also recommends that Transport for NSW engages directly with impacted residents, and that they negotiate further opportunities available in limiting the potential of severing properties. Further, that Transport for NSW prepare a Masterplan for Rossmore station, Maryland station, Oran Park station and Narellan station precincts, in conjunction with the Department of Planning & Environment and Camden Council.

Separate submissions have been prepared on behalf of Council in response to the SWRL Extension and Outer Sydney Orbital projects, and are provided as **Attachments 1 and 2** respectively.

### MAIN REPORT

With the rate of growth throughout the Camden local government over the previous 10 years, the issue of delivering effective and efficient integrated planning and transport infrastructure in South West Sydney remains a considerable challenge for all tiers of government. In particular, the NSW Government's recommended corridor preservation for the SWRL Extension highlights both the significant implications, as well as the opportunities, associated with the preservation of a transport corridor. Similarly, identification and preservation of a corridor for the Outer Sydney Orbital will provide strategic north/south connections affecting the wider region.

Transport for NSW has invited feedback from all stakeholders by way of submissions as part of their consultation process on the SWRL Extension and Outer Sydney Orbital projects. Submissions for the second stage of consultation for the SWRL Extension close on 7 August 2015, while submissions for the Outer Sydney Orbital close on 20 July 2015. Transport for NSW has advised they will accept Council's submission on the Outer Sydney Orbital after the due date.

Further consultation for the SWRL Extension project is anticipated for late 2015 into early-mid 2016, following a review of the consultation outcomes.

An overview of the key issues identified in Council's submission on the SWRL Extension and Outer Sydney Orbital projects is provided below, including implications, opportunities and recommendations.

### **Public Transport**

Council's submission strongly supports the provision of rail transport into the South West Growth Centre, including extensions to Narellan, and to the 'T2 South Line', to facilitate connectivity with Campbelltown/Macarthur, as well as the future Macarthur South area.





ORD10

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## Proposed Corridor Alignment

Council's submission recommends part of the corridor alignment identified between Leppington and Narellan needs to be reconsidered, inclusive of part undergrounding through already established areas within the Oran Park, Harrington Park and Harrington Grove precincts, as well as a 'Y-link' connection between the future Rossmore and Maryland stations.

The detailed planning of the route in these areas should also maximise the use of existing public land to reduce impacts on existing residential properties, including the issue of property severance.

The route from Oran Park Town Centre through to Narellan is generally supported on the basis of considering undergrounding arrangements to reduce severance issues for the community, mitigate noise and amenity impacts on existing developed areas, and to reduce impacts on property owners directly affected by acquisitions for the above ground option.

The Narellan Sports Hub is directly affected by the proposed route which is located immediately adjacent to the proposed widening of The Northern Road. The nominal corridor width is 60m, while the rail line itself is likely to be in a viaduct arrangement above the Hub site. The 60m corridor width does impact directly on the proposed netball courts within the current adopted master plan. It is suggested that the viaduct arrangement does not necessarily warrant a 60m zone, and that a 25m to 40m zone may be more appropriate given the corridor location immediately adjacent to the future widening of The Northern Road.

It is noted that alternate alignments through the Hub are being considered by Transport for NSW to minimise impact and maximise opportunities. In this regard, ongoing dialogue between Council and Transport for NSW is required.

The extension through to the 'T2 South Line' is supported in principle, with stations suggested at Mt Annan Botanic Gardens and at Spring Farm, subject to key considerations around undergrounding of the line and actual station locations.

### **Undergrounding through existing residential and commercial precincts**

The route through Oran Park, Harrington Grove, Harrington Park, Narellan and Spring Farm **can only be supported if delivered through an underground solution, in view of the residential and environmental impacts of an above ground rail line.**

### **Timing of corridor decisions and associated works**

In view of the current lack of residential development within the South West Growth Centre between Leppington and Oran Park there is an urgent need to progress the corridor preservation for an above ground route to provide certainty. An urgent review of the South West Growth Centre Structure Plan is also required (supported by a review of the South West Growth Centre Road Network Strategy); these steps should maximise the opportunities for future development around the new stations.

Further to issues on land use planning, on reserving the SWRL Extension corridor via statutory planning controls, the NSW Government should proceed to implement a timely land acquisition strategy, and clarify permissible interim uses once the corridor is confirmed, with a view to circumventing any adverse planning outcome on any impacted landowner. Clarification and direction is also required regarding any approach to development applications within and adjacent to the corridor.



The corridor preservation between Oran Park and Narellan should be determined urgently on the basis of an underground solution where current residential development exists or is in the final planning stages, as well as protection of identified high value vegetation communities. This also applies to the extension at least in part for the proposed link between Narellan and the 'T2 South Line'.

### **Timing of works and implications for other infrastructure**

In view of the status of development north of the Oran Park precinct, priority should be given to the early delivery of the rail infrastructure works to the Oran Park Town Centre.

Council's submission also recommends having the other connections to Narellan and to the 'T2 South Line' delivered in a similar timeframe.

However if there are delays anticipated to the following stages, there should be the recognition of the need to facilitate road network connections such as the Spring Farm Link Road (Liz Kernohan Drive link), which would improve access to the existing train facilities at Macarthur and Campbelltown for the new communities at Spring Farm and Elderslie.

Additionally, the rail link and stations are anticipated to have a significant impact on the existing South West Growth Centre road links, in terms of physical separation, as well as changed destinations associated with the Western Sydney Airport and Western Sydney Employment Area.

### **Outer Sydney Orbital Corridor**

With regard to the Outer Sydney Orbital, the preservation of this corridor has the potential to provide a visible, defensible boundary to Sydney's outer western city limit. This factor amongst others would need to be robustly assessed through the development of the Outer Sydney Orbital corridor alignment. Such an assessment should include consideration of the future direction of growth of Sydney to ensure the Outer Sydney Orbital alignment enhances and doesn't stifle anticipated future growth in Sydney.

A range of significant constraints within the Outer Sydney Orbital study area will require consideration, including (but not limited to) heritage, visual amenity, noise, sterilisation of land, existing agricultural uses, flooding, existing rivers/waterways, topography and areas of environmental significance.

The ultimate destination for the Outer Sydney Orbital could be linked directly to Appin Road, to provide a direct route to Wollongong and the South Coast, while the future Macarthur South area would have a direct link to the Western Sydney Airport and the Western Sydney Employment Area.

### **FINANCIAL IMPLICATIONS**

There are currently no identified direct financial implications for Council resulting from the preservation of a corridor for the future alignment of the SWRL Extension and Outer Sydney Orbital. Notwithstanding, there may be future indirect financial implications arising for Council, once the recommended corridor is confirmed. For example, there remains the potential for impact on Council projects such as the Narellan Hub Sporting Precinct, as well as some of Council's existing asset base e.g. roads, drainage, open space etc., subject to the transport corridors final alignment. A more detailed analysis of the financial implications once known will be subject to a future report to Council.



**ORD10**

## **CONCLUSION**

The SWRL Extension and Outer Sydney Orbital projects provide a significant opportunity for the Camden local government area to acquire a sustainable connection to the broader metropolitan Sydney, and in part realise the vision of Camden 2040 through the opportunities presented by urban development and population growth.

Quality infrastructure should support and facilitate all aspects of quality of life in a local area. The SWRL Extension and Outer Sydney Orbital has the potential to provide that quality through access to places, employment, social and recreational opportunities, while underpinning the potential for a prosperous local and regional economy.

While the intent of the SWRL Extension and Outer Sydney Orbital projects is supported, there remains a significant body of work in engaging with the NSW Government, to ensure the issues of concern raised by the community are adequately addressed.

## **RECOMMENDED**

### **That Council:**

- i. approve the submissions attached to this report, in response to the South West Rail Link Extension and Outer Sydney Orbital – Public Transport Corridor Preservation;**
- ii. lodge submissions with Transport for NSW in response to the stakeholder consultation for the South West Rail Link Extension and Outer Sydney Orbital projects;**
- iii. forward copies of Council’s final submissions to the State Member for Camden, Mr Chris Patterson, for information and support for Council; and**
- iv. continue to engage with Transport for NSW and the NSW Department of Planning & Environment on the implications and responses to the South West Rail Link Extension and Outer Sydney Orbital.**

## **ATTACHMENTS**

DRAFT Camden Council Submission - South West Rail Link Extension - July 2015  
DRAFT Camden Council Submission - Outer Sydney Orbital - July 2015

ORD10

Attachment 1



# Camden Council

Submission to South West Rail Link Extension  
Corridor Preservation 2015





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## Executive Summary

The NSW Government's South West Rail Link Extension (SWRL Extension) project has the potential to, in part, transform the Camden Local Government Area, bringing with it a range of facilities, services, employment and other exciting opportunities for the community. Consequently, the first stage of this project, as reflected in Transport for NSW's 'South West Rail Link Extension – Public Transport Corridor Preservation' report, is critical in establishing a framework to facilitate an integrated approach to transport and land use planning, particularly in the South West Growth Centre.

While the project is a positive initiative for South-Western Sydney, including the Camden Local Government Area, through the public exhibition/consultation period of June/July 2015, Council has received multiple representations from concerned residents, property owners and developers, regarding the proposed corridor alignment. It is important that the NSW Government continues to effectively engage with the affected stakeholders and broader community, by acknowledging and taking on board the specific feedback provided. *Furthermore, Council strongly advocates on behalf of potentially affected property owners that any adverse impacts are limited as much as possible, and that alternate options are thoroughly explored by Transport for NSW through engagement with these property owners.*

The issue of delivering effective and efficient integrated planning and transport infrastructure in South-West Sydney remains a considerable challenge for all tiers of government. Camden Council has identified a number of key issues regarding preservation of a corridor for the SWRL Extension, highlighting points of concern, implications and recommendations for project outcomes. Council's submission is structured in response to 'headline issues' identified in Transport for NSW's published document, 'South West Rail Link Extension Public Transport Corridor Preservation June 2015 – Consultation on Southern Section'. Following is an overview of the key messages identified by Council.

### Key Messages

#### Public Transport

Council strongly supports the provision of rail transport into the South West Growth Centre, including extensions to Narellan, and to the 'T2 South Line', to facilitate connectivity with Campbelltown/Macarthur, as well as the future Macarthur South area.



### **Proposed Corridor Alignment**

Council seeks the provision of a "Y-Link" between Rossmore and Maryland Stations to facilitate direct access to the Glenfield and the East Hills line for commuters originating in the South West Growth Centre.

Council recommends part of the corridor alignment identified between Leppington and Oran Park also needs to be reconsidered, particularly to avoid the major farm dams which provide significant flood management benefits to downstream areas of the Upper South Creek Catchment, while also needing to avoid the recently approved extension to the Anglicare Retirement Facility.

The detailed planning of the route in these areas should also maximise the use of existing public land, to reduce impacts on existing residential properties, and seek to reduce severance issues on individual properties.

The route from Oran Park Town Centre through to Narellan is generally supported on the basis of considering undergrounding arrangements to reduce the severance of communities, mitigate noise and amenity impacts on the existing developed areas, and to reduce impacts on the community directly affected by acquisitions for the above ground option.

The Narellan Sports Hub is directly affected by the proposed route which is located immediately adjacent to the proposed widening of The Northern Road. The nominal corridor width is 60m, while the rail line itself is likely to be in a viaduct arrangement above the Hub site. The 60m corridor width impacts directly on a number of proposed netball courts within the current adopted master plan. It is suggested that the viaduct arrangement does not necessarily warrant a 60m zone, and that a 25m to 40m zone may be more appropriate given the corridor location immediately adjacent to widening of The Northern Road. Ongoing dialogue between Council and Transport for NSW is strongly recommended to confirm an appropriate route through the Narellan Sports Hub complex.

The extension through to the 'T2 South Line' is supported in principle, with stations suggested at Mt Annan Botanic Gardens and at Spring Farm, however subject to key considerations around undergrounding of the line and actual station locations.

### **Undergrounding through existing residential and commercial precincts**

The route through Oran Park, Harrington Park, Harrington Grove, Narellan and Spring Farm can only be supported if this is delivered through an underground solution, in view of the residential and environmental impacts of an above ground line.

Further, the cost implications for acquisition and major cuttings would be significant, which should be assessed through a robust financial analysis.



### **Timing of corridor decisions and associated works**

In view of the current lack of residential development within the South West Growth Centre between Leppington and Oran Park there is an urgent need to progress the corridor preservation for an above ground route to provide certainty. An urgent review of the South West Growth Centre Structure Plan is also required (supported by a review of the South West Growth Centre Road Network Strategy). These steps should maximise the opportunities for future development around the new stations.

Consideration should also be given, to entering into arrangements with key developers along the corridor to undertake bulk earthworks, ensuring that future development and the rail corridor works are facilitated to deliver the lowest cost delivery option, including road bridge works.

The corridor preservation between Oran Park and Narellan should be determined urgently, on the basis of an underground solution where current residential development exists or is in the final planning stages. This also applies to the extension (at least in part) for the proposed link between Narellan and the 'T2 South Line'.

### **Timing of works and implications for other infrastructure**

In view of the status of development north of Oran Park, priority should be given to the early delivery of the rail infrastructure works to the Oran Park Centre.

Council would also seek to have the other connections to Narellan and to the 'T2 South Line' delivered in the same timeframe.

However, if there are delays anticipated to the following stages, there should be recognition of the need to facilitate road network connections such as the Spring Farm Link Road (Liz Kernohan Drive link), which would improve access to the existing train facilities at Macarthur and Campbelltown for the new communities at Spring Farm and Elderslie.

A commuter car parking strategy is required to consider the delivery of improved commuter car parking capacity across the region, to recognise current demand as well as facilitate access to existing stations until such time as the rail line is constructed.

Additionally, the rail link and stations are anticipated to have a significant impact on the existing South West Growth Centre road links, in terms of physical location, as well as changed travel destinations associated with the Western Sydney Airport and Western Sydney Employment Area. Further transport planning is urgently required to ensure that the cumulative impacts of the airport, Outer Sydney Orbital, SWRL Extension and ongoing growth are identified and an appropriate response developed, including certainty around the delivery of supporting infrastructure.





### Ongoing engagement

Council considers that Transport for NSW should have an ongoing commitment to engage with Council, key stakeholders and the community, to ensure that the future corridor minimises impacts as much as possible.

## Accommodating Sydney's Growth

Council acknowledges the NSW Government's priorities reflected in *NSW 2021*, as supported by the *NSW Long Term Transport Master Plan* and *A Plan for Growing Sydney*. The resulting strategic planning framework, in collaboration and consultation with the community, will facilitate the future for the South West Growth Centre and the Camden Local Government Area.

The Camden community's vision for the future is reflected in *Camden 2040*, which identifies the principal activities in creating a sustainable Camden Local Government Area. In particular, the vision for effective and sustainable transport is:

*"...to reflect on the possibility to move around the Camden area, and beyond, conveniently, safely and using a variety of transport options. This means that people are connected with their local community and places, and the local economy is effectively supported"*

It is acknowledged that the Broader Western Sydney Employment Area and the Western Sydney Airport will have a crucial role in generating future employment and economic benefits, which is important to sustaining future communities in the Camden Local Government Area. In this regard, the *Camden Council Economic Development Strategy – July 2013* states:

- *It will be critical to secure infrastructure to support economic development in line with population growth. The development of a large major centre in the north serviced by a train line and the upgrading of major roads are key underpinnings for economic development for the LGA.*
- *Opening up the transport system will help encourage the relocation of businesses, particularly for those businesses requiring access to Sydney CBD, Port Botany, the coast and the south of the State.*
- *The planned development of the rail link, improved roads and increased public transportation will support growth of the tourism sector for the Camden region.*
- *A more diverse population in the future may lead to an increase in the number of international visitors coming to the Camden region.*



The SWRL Extension project is a significant catalyst toward realising the Camden community's vision and strategies, particularly as it relates to providing effective and sustainable transport (in easing congestion on strategic transport corridors) and generating employment and economic opportunities. In this regard, the preservation of a future public transport corridor provides an excellent opportunity to achieve the objectives of *NSW 2021* and *Camden 2040*. However, as previously noted, further transport planning by the NSW Government is urgently required to ensure that the cumulative impacts of the airport, Outer Sydney Orbital, SWRL Extension and ongoing growth are identified and an appropriate response developed, including certainty around the delivery of supporting infrastructure.

## Feedback on the Corridor to Date

### Key Issues for Council

- Opportunity for the community to understand potential implications to make informed comment.
- Opportunity for concurrent consultation with community on a review of the South-West Sub-Regional Strategy.
- Sterilisation of land once the SWRL Extension corridor is confirmed. Need to determine a clear timetable for acquisition, beyond the statutory planning protections, and provide greater certainty around the approach to development applications involving significant capital investment.

### Implications & Opportunities

- Council acknowledges that the current round of consultation for the SWRL Extension corridor preservation project reflects a staged approach. However, Council has received several representations from affected stakeholders that the current consultation phase is the first advice they have received (i.e. some property owners and residents claim to have been unaware of the consultation conducted by Transport for NSW in 2014). Given the significance and implications of the project, extensive consultation with key stakeholders is very important. An extended consultation period would have enabled Transport for NSW more time in which to conduct meaningful engagement with stakeholders, thus capitalising on the most effective means of informed comment on the strategic alignment of a future rail corridor.
- Whilst Council acknowledges review of the South-West Sub-Regional Strategy is beyond the remit of the SWRL Extension project (and Transport for NSW), the NSW Government have acknowledged a need for an integrated planning approach in NSW.



This issue could largely be addressed through an appropriate land-use strategy to accompany the identification and delivery of the SWRL Extension corridor. This strategy could provide a broad timescale and sequence for the release and development of the rail link and its associated stations. Recent workshops between Council and the Department of Planning and Environment (as part of the South West Growth Centre Structure Plan Review currently being undertaken), have revealed the potential for the identification of the release sequence of South West Growth Centre precincts. This review provides an ideal opportunity to align the phased release of South West Growth Centre precincts with that of the delivery of the SWRL Extension and stations. In conjunction, the land-use strategy and structure plan could align to provide a phased/staged release of higher density zonings around train stations which do not come on-line until the delivery of the associated train station, enabling them to grow and develop in line with transport and service provision.

The land-use strategy also has the ability to highlight potential acceptable land uses and developments within the rail protection corridor which could be effectively utilised in the short to medium term. This would (depending on the range of permissible uses) largely avoid the sterilisation of land, potentially enabling landowners to productively utilise their land in the interim.

- In proceeding with the identification of a preferred alignment of the SWRL Extension, pursuant to preservation of a corridor via statutory planning controls, the need for a clear and timely program for land acquisition is important. Implications for the sterilisation of land resulting from corridor preservation will be significant for certain landowners. Transport for NSW would be aware that some landowners had only recently purchased land within the exhibited corridor alignment, and now face resulting challenges such as securing finance for dwelling construction. Coupled with other associated issues, such as a potential change in how the subject land is valued (thus having an impact on the value of Council Rates), may create a potentially adverse circumstance for certain landowners.

Preservation of a corridor via statutory planning controls should also ensure provision of a clear statement as to permissible interim use of affected land. This will provide landowners, particularly in existing rural areas, with a degree of certainty as to the ways their land can be used until such time as it is acquired by the NSW Government.

In addition, clarification and direction is also required on the approach to be taken toward development applications, particularly those which involve major investment, prior to finalisation of the recommended corridor.



## Recommendations

*Council recommends the following activities be undertaken:*

- As part of the current stage of consultation, that Transport for NSW conduct an extended round of consultation with directly affected stakeholders, to enable a comprehensive response in advance of proceeding with the preservation of a rail corridor alignment.
- Transport for NSW work in conjunction with the Department of Planning & Environment and Council on a review of the South-West Sub-Regional Strategy, concurrently with the SWRL Extension corridor preservation project. A joint approach to these projects (such as a land-use strategy) will ensure integrated land use and transport planning outcomes within the Camden Local Government Area.
- On reserving the SWRL Extension corridor via statutory planning controls, the NSW Government should proceed to implement a timely land acquisition strategy, and clarify permissible interim uses, with a view to circumventing any adverse planning outcome on any impacted landowner. Clarification and direction is also required regarding any future approach to development applications.



### Southern Section:

### Transport for NSW's Recommended Corridor



#### Key Issues for Council

- Need to re-visit the South West Growth Centre Structure Plan, with a revised focus on integrated land use planning and transit orientated development
- Important to re-visit the hierarchy of Centres identified in the South West Growth Centre Structure Plan
- If population is a key driver for the SWRL Extension south to Narellan, it is crucial there is greater certainty of population projection and location
- Potentially problematic issue of proposed higher density development in key centres, before the rail line is constructed, resulting in dis-orderly rate of development and potentially adverse urban planning outcomes (whether temporary or permanent)
- Advanced strategy for sale or re-development of residual land within corridor

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- Investigation into a staged release of precincts, concurrently with staged construction of the SWRL Extension (i.e. one station and rail for every one precinct released)
- Cost Benefit Analysis for the SWRL Extension

### Implications & Opportunities

- The SWRL Extension project provides a significant opportunity for a targeted approach to integrated land use planning and transit orientated development. However, based on the existing South West Growth Centre Structure Plan, the project may potentially result in planning outcomes inconsistent with this approach.

For example, the existing 'Growth Centres Model' of achieving 15 dwellings per hectare may be considerably altered throughout parts of the Camden Local Government Area, particularly in proximity to future rail station locations. For example, Rossmore, Maryland, Oran Park etc. Given development yields around the Leppington rail station are projected at 25-30 dwellings per hectare, the onset of 4-6 new stations resulting from the SWRL Extension may potentially alter development densities.

An additional element to this issue is the period of transition in time between when the corridor is identified, and when the SWRL Extension is constructed. It may be reasonable to expect that development will proceed in anticipation of future rail station locations, without the rail line actually being in place. This is further complicated by applying existing planning controls that may be inconsistent with future land use. The potential implications of this issue should warrant a concurrent review of the South West Growth Centre Structure Plan, ensuring that adequate planning arrangements are confirmed as part of a rail corridor preservation.

- Further to the issue of reviewing the South West Growth Centre Structure Plan, a key element of this issue is the need to re-visit the hierarchy of Centres identified. For example, the provision of heavy rail for passenger access to the Camden Local Government Area may advocate its emergence as a higher order Centre; conversely, there may be cause to reflect on the status of the Leppington Major Centre, given it is no longer situated as a pivotal origin/destination station at the end of the rail line. These examples, combined with the other Centres that may soon benefit from direct rail access, should warrant a concurrent review of the Centres hierarchy, and how they relate to each other.
- As previously noted, the need for a review of the South West Growth Centre Structure Plan will influence future population projections and locations, particularly as it will be subject to some variation by the provision of heavy rail for passenger use. For example, the recent work



conducted by the Department of Planning & Environment on housing diversity (*Planning Report – Supporting Housing Choice and Affordability in Growth Areas*) seeks to establish consistent planning controls that reflect market demand and contribute to affordable housing. Through the drafting of a dwelling density guide, the NSW Government has sought to promote an innovative housing type mix to achieve prescribed residential densities. It is important that these objectives consistently reflect the desired planning outcomes for the South West Growth Centre, inclusive of an extension of (passenger) heavy rail into the area.

- The issue of timing in delivery of the SWRL Extension is critical as to its potential impact on development, particularly for pre-empting re-zonings in the South West Growth Centre. For example, permitting higher density development in key centres such as Oran Park before the rail line is constructed may be problematic (i.e. from low density to high density, in the absence of the necessary supporting transport infrastructure).

As part of a concept plan for delivery of the SWRL Extension, a strategy is required to determine how the orderly rate of development may be managed to mitigate any adverse urban planning outcomes resulting from this phenomenon, whether temporary or permanent. For example, residential areas adjacent to rail stations feature an option to up-lift zoning once the station is constructed.

- As noted elsewhere in Council's submission, the issue of reserving a future rail corridor triggers the need for a timely land acquisition strategy, with a view to circumventing any adverse planning outcome on any impacted landowner. If a strategy is not put in place, it may unnecessarily limit potential sales or redevelopment of residual land within the corridor.
- Further to the issue of timely land acquisition, Council recommends investigation of the options to construct the extension of the SWRL in stages, with a view for timely roll-out of the rail line. For example, an option of releasing a new precinct in the South West Growth Centre to correspond with staged construction of the rail line, may promote an orderly release of land for development supported by infrastructure. An approach of one rail station constructed for every one precinct released may warrant further investigation.
- The currently proposed rail corridor alignment requires a number of road and waterway crossing points (including over the dam to the north of Oran Park), the demolition of existing, recently developed properties and the acquisition of undeveloped lots. These costs in addition to the construction, maintenance and operation of the rail link are likely to be considerable. Transparency of costs and an understanding of where the majority of these costs lay, balanced with the expected social and



economic benefit is considered key information for Councils to convey to their service users and provide a clear rationale for the development.

A cost benefit analysis should not only be conducted and made public for the proposed surface alignment, but should also be completed for a potential underground route which avoids precincts currently under development. It is recognised that an option which undergrounds a section of track under developing precincts of Oran Park, Catherine Fields (Part) Precinct (South) and Harrington Grove is likely to be a more costly approach to that proposed, but this cost must be directly balanced against the following considerations:

- A shorter run of track which brings operational cost savings;
- Lower levels of compensation costs as minimal land and property acquisition would be required
- Avoidance of construction costs associated with spanning the railway line over the dam to the north and avoid numerous road crossing points
- Reduce adverse impacts on the amenity of existing and future residents of Oran Park, Catherine Field (Part) Precinct (South) and Harrington Grove
- Increased support from the public and Council due to reduced visual and amenity impacts and lower levels of general disturbance from construction to existing residents
- Avoidance of harm to the Cumberland Plain significant vegetation around Harrington Grove

A comparative cost benefit analysis between the surface and underground approaches through the abovementioned precincts would enable an open and transparent public conversation on the costs and benefits between the two options.

This cost benefit analysis should be complemented with an employment strategy, which highlights the job creation benefits of both the construction and operation of the rail link, to reinforce both the economic and employment benefits generated by the proposal.

It is important to note that Council, whilst supporting development of the SWRL Extension and its proposed stations, would also seek to avoid the compulsory land acquisition of recently developed land parcels, wherever possible, to reduce the impact on existing and developing communities. Notwithstanding, Council would not want the viability and deliverability of the proposed route and stations to be undermined to such an extent as to





risk non-delivery or result in the repositioning of Town Centre stations to more peripheral locations.

### Recommendations

*Council recommends the following activities be undertaken:*

- In proceeding with the SWRL Extension corridor preservation project, Transport for NSW work collaboratively with the NSW Department of Planning and Environment, in facilitating a concurrent review of the South West Growth Centre Structure Plan, to ensure an integrated outcome of urban and transport planning objectives.
- As part of the collaborative review of the South West Growth Centre Structure Plan, that Transport for NSW and the NSW Department of Planning and Environment re-visit the hierarchy of Centres identified, to reflect any influence by the SWRL Extension.
- As part of the further investigation into an extension of the South West Rail Link, that Transport for NSW work collaboratively with the NSW Department of Planning and Environment, in determining the impact of dwelling densities reflect any influence by the SWRL Extension, particularly in proximity to stations located at Rossmore, Maryland, Oran Park etc.
- Need for a strategy to address potentially problematic issues such as proposed higher density development in key centres, before the rail line is constructed. A strategy is needed to determine how the orderly rate of development may be managed to mitigate any adverse urban planning outcomes, whether temporary or permanent.
- A concurrent approach in the development of a strategy to realise any potential derived from the subsequent sale or re-development of residual land.
- As part of the further investigation into an extension of the South West Rail Link, that Transport for NSW work collaboratively with the NSW Department of Planning and Environment, in determining options for a staged approach to rail line construction concurrent with precinct release in the South West Growth Centre.
- As part of the further investigation into an extension of the South West Rail Link, that Transport for NSW develop a thorough cost benefit analysis for the proposed project, and that this information be made publicly available as part of a subsequent consultations stage with affected stakeholders.



## Transport for NSW's Recommended Corridor: Leppington to Bringelly



### Key Issues for Council

- Y-link connection between Rossmore and Maryland stations

### Implications & Opportunities

- Council notes the recommended corridor provides no direct link between the proposed Rossmore and Maryland stations. This omission prohibits an efficient rail service from areas such as Narellan, Oran Park and Maryland, in not providing a direct connection ultimately to the East Hills line (via Glenfield). Commuters from these areas travelling to the City would need to continue to Bringelly and change trains to make such a journey.

By identifying a 'Y-link' alignment between Rossmore and Maryland as part of the current corridor preservation project, Transport for NSW will 'future-proof' the South West Rail Link corridor, promoting an efficient and effective rail network in South-Western Sydney.

### Recommendations

*Council recommends the following activities be undertaken:*

- Transport for NSW consider identifying an additional 'Y-link' corridor connection between the proposed Rossmore and Maryland stations, to enable efficient future operational network capacity between Oran



Park/Narellan and the City, while limiting any adverse impact on property owners in doing so.

### Transport for NSW's Recommended Corridor: Bringelly to Narellan



Camden Council Submission – South West Rail Link Extension (July 2015)



Camden Council Submission – South West Rail Link Extension (July 2015)

ORD10

Attachment 1



**Key Issues for Council**

- Underground link to Oran Park Town Centre with options through to Narellan
- Catherine Fields (Part) Precinct (South)
- Two stage option for Bringelly to Narellan
- Connection to Narellan Town Centre
- Narellan Sporting Precinct - masterplanned development of sporting precinct on western side of The Northern Road, Narellan
- Heritage items within the proposed SWRL Extension corridor

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- Environmentally significant issues within the proposed SWRL Extension corridor

### Implications & Opportunities

- In a precinct projected to accommodate over 7,000 dwellings, Oran Park Town Centre will be comprised of major facilities including schools, leisure centre, large retail centre, health facilities and open space areas. An integral part of this planning will be the future Civic precinct, which will include Council's new Administration Centre.

To date, a significant amount of development has occurred (with more planned and in progress), including a cross-section of residential development types, a retail centre, schools, and churches. Council has also recently commenced construction on its new Administration Building, scheduled for completion in 2016. The extent of masterplanning would require a considerable investment on the part of the developer and Council by way of any subsequent amendments resulting from an 'at-grade' corridor.

Council has received a considerable number of representations from residents, community groups, the business sector, not-for-profit organisations; all of whom have expressed their concern as to the proposed 'at-grade' corridor alignment. Beyond the individual issues identified, the recurring points of concern relate to the degree of uncertainty generated by Transport for NSW's current proposal regarding the recommended corridor.

Council recommends part of the corridor alignment identified between Leppington and Oran Park needs to be reconsidered, particularly to avoid the major farm dams which provide significant flood management benefits to downstream areas of the upper South Creek Catchment, while also needing to avoid the recently approved extension to the Anglicare Retirement Facility.

Given the pivotal role of the Oran Park Town Centre in the South West Growth Centre into the future, access to the centre, particularly by public transport, will have a significant influence as to its level of success from an urban planning perspective. However, the current proposal of an 'at-grade' corridor will likely have significant adverse impact on a considerable number of stakeholders. Such an approach may unwittingly divide a community, in a literal sense, by creating a physical barrier between integral parts of the community. In this regard, to avoid such outcomes, undergrounding of the corridor through the Oran Park, Harrington Park, Harrington Grove (with options through to Narellan) precincts is strongly recommended.



In addition to the previous points regarding the Oran Park to Narellan section, it is noteworthy that an underground line is likely to lessen the visible impact it would have to the areas between Oran Park and Narellan (i.e. Harrington Park). If there is a visible rail line then community impact and attitudes of who lives over what side of the rail line determines class structures, impact on house prices, threat of anti-social behaviour around visible train lines.

In view of the significant cutting required, particularly for the Wildfire Development located in Harrington Grove, it is expected that the cost implications for the above ground route would be substantial. In this regard, it is expected that a robust financial analysis would be undertaken to confirm these costs. These would also need to be considered against the significant issues around the impact of residents and the broader community.

- The Catherine Fields (part) Precinct (South) is a released and rezoned precinct, with the developer currently preparing to submit subdivision applications on site. The proposed rail corridor alignment south from Oran Park Station, enters the northern boundary of the precinct and curves to the west towards Harrington Grove. The proposed 60-metre corridor would dissect a corner portion of R2 zoned land on the north western corner from the remainder of the precinct.

The dissection of this Precinct corner has the potential to sever the planned road and pedestrian connections with the remainder of Catherine Fields (Part) Precinct (South), which in turn would reduce permeability and lead to less favourable urban design outcomes. Detailed consideration is sought on how these challenges may be overcome. In addition, the proposed corridor is identified to pass across a proposed primary school on the Catherine Fields (Part) Precinct (South) Indicative Layout Plan (ILP).

It should also be noted that, whilst the currently exhibited recommended rail corridor is yet to be determined (i.e. whether the alignment is to be surfaced or undergrounded), the master planning and delivery of this precinct is likely to be delayed due to required changes to land-uses and road and servicing networks. These may also prove to be abortive should the alignment be amended. The delay and uncertainty resulting from the identification, but not the determination of the rail corridor alignment may therefore have adverse impacts on the land supply in the South West Growth Centre (this concern also applies to development in Oran Park).

In addition, as the corridor exits the Precinct into Harrington Grove it does so adjacent to the road junction of Oran Park Drive, Dan Cleary Drive and the central east/west road planned for the Precinct. Further detailed consideration should be given to the relationship of this junction with the corridor alignment and any potential crossing point which may be required.



- Notwithstanding the recommended corridor alignment for the SWRL Extension, Council notes for the consideration of Transport for NSW, a two staged approach for construction of the future rail line.

Stage One would involve a phased construction between Bringelly and Oran Park, aligned with future precinct release sequencing in the South West Growth Centre (as expanded further upon, elsewhere in this submission). A critical consideration of Stage One would be the urgent advancement by the NSW Government toward construction of the Spring Farm Link Road. With a statement made by the NSW Premier, the Hon. Mike Baird MP, on 11 March 2015 acknowledging the importance of the Spring Farm Link Road (between Narellan and Campbelltown), and its advancement in planning within 12 months of that date, construction of the road connection must be a priority immediately thereafter.

Stage Two of the SWRL Extension, from Narellan to the 'T2 South Line', should be located underground, given the extent of urban development through areas such as Narellan and Spring Farm. A staged approach to construction may support a benefit/cost analysis of the SWRL Extension, while future proofing a corridor.

- Further to the issues identified for the Oran Park Town Centre, Narellan Town Centre is similar in that any disconnection between the Centre and a future station may result in poor urban and transport planning outcomes. It is noted that Narellan may also assume origin/destination status, resulting in a need for supporting infrastructure such as 'park-and-ride' facilities. In this regard, Council strongly recommends that the Narellan station precinct is the subject of masterplanning through the corridor preservation process.
- Council is currently in the advanced stages of developing a masterplan for a major (regional) sporting precinct at Narellan, located on the western side of The Northern Road, between Porrende Street (to the south) and Narellan Creek (to the north). This masterplanned facility will host a range of different sports, such as netball and athletics, combined with existing use (hockey and rugby league), to serve as a regional precinct beyond the Camden Local Government Area.

In addition to the masterplanning process, Council has also commissioned an economic analysis report, which will in part, identify the projected positive economic impacts the Narellan sporting precinct will have on the region. This information will also support Councils submission for 'National Stronger Regions Funding', highlighting the significance of the anticipated level of economic activity for the Camden Local Government Area.





The current proposed alignment of the corridor preservation inhibits the Narellan Sporting Precincts capacity to function as a major sporting precinct, in that it reduces the extent of masterplanned facilities which can be accommodated on the site. In this regard, a reduced corridor width to 40 metres through the Narellan Sporting Precinct is strongly recommended, to mitigate any adverse impacts.

- Through identifying the recommended alignment of a SWRL Extension corridor, any heritage listed items (as noted in 'Camden Local Environmental Plan 2010', and 'Camden Development Control Plan 2011') should be taken into account. Examples are noted as follows:
  - Orielson Homestead - the corridor is within the State Heritage Curtilage and may affect identified European buildings and archaeology, as well as its setting and views.
  - Oran Park House - the corridor is very close to the State Heritage Curtilage and affects the nominated single storey dwellings areas which abut the curtilage, and are planned as a buffer to the curtilage.
  - Ben Linden House is a local heritage item at 1311 Camden Valley Way, Narellan. The Narellan railway station will be on the opposite side of the road from this relatively small house.
  - View corridors of The Northern Rd and Bringelly Rd are identified as Cultural Landscapes in Table B5 of the *Camden DCP 2011* – although these roads are undergoing widening, this matter needs consideration.
  - It appears that the heritage items unaffected are: Rossmore School (item 138), Allenby (item 139) and 1186 The Northern Rd (item 2), as referenced in *Camden DCP 2011*.
  - The railway corridor and its associated infrastructure, which is approximately 60m wide, has the potential to have significant impact on the settings of the above items, and with Orielson, the heritage fabric itself. This impact must be considered and mitigated as far as possible.
  - Orielson and Oran Park House form part of masterplanned precincts for which many heritage reports have been prepared analysing their heritage significance. These should be considered in any assessment.
- The recommended corridor traverses a number of currently unsewered properties. During the property acquisition phase of the existing SWRL, a number of problems were encountered where dwellings became separated from their effluent disposal areas. For example on Byron Road



and Bringelly Road, a number of long parcels of land with a dwelling at the front and effluent disposal area at the rear, have the rail line running through the middle of the property. The acquisition undertaken only included the land that was required for the rail line, leaving the owners with their dwellings at the front of the property and insufficient land for effluent disposal. To reduce the chances of a repeat situation, as part of a land acquisition strategy for the recommended corridor, all of the affected property should be acquired except where it is clear that there will be sufficient land left for effluent disposal (e.g. larger lots with little impact from the proposed corridor, or farming land used for dairy/grazing operations).

A conservative estimate of how much undeveloped land would be required for effluent disposal would be in the order of 4,000m<sup>2</sup>. An area of this size will have sufficient space to allow for the required setbacks and buffer distances (from houses, sheds, pools, driveways, adjacent property boundaries, dams, watercourses and the like), and provide a reserve area should the effluent disposal area fail and a new system need to be installed.

As a result of the recommended SWRL Extension Corridor, a total of 14.0 ha of *Cumberland Plain Woodland* (CPW), 3.6 ha of CPW /part CPW *Derived Native Grassland*, 0.5 ha of *River-flat Eucalypt Forest* and 0.5 ha of *Swamp Oak Floodplain Forest* will be lost. Details of the location and background of the loss of remnant vegetation is provided as follows, with recommendations provided on further surveys, approvals and offsetting considerations.

- Within the South West Growth Centre, for the major part, the recommended corridor travels through open pasture and a small number of associated dwellings on mostly rural residential lots. It also passes through residential and business areas currently being constructed at Oran Park and across the South Creek riparian corridor. Most of the recommended corridor through the South West Growth Centre is biodiversity certified, except where the corridor crosses South Creek which is non-certified.
- The proposed corridor passes through several large "Existing Native Vegetation" areas identified in the draft South West Growth Centres Conservation Plan and in biodiversity certified areas near the Rossmore Stabling Yards and Oran Park. It is estimated that approximately 9.0 ha of the Critically Endangered Ecological Community (CEEC) *Cumberland Plain Woodland* will be lost near the Rossmore Stabling Yards and 0.5 ha of the EEC *Swamp Oak Floodplain Forest* will be lost at Oran Park.
- Approximately 3.5 ha of the CEEC CPW and 0.5 ha of the EEC *River-flat Eucalypt Forest* will be lost at the non-certified area on South Creek (Rossmore). This remnant vegetation is identified as "Existing Native Vegetation Area".



- Under the Order to Confer Biodiversity Certification on the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, a minimum of 2,000 ha of "Existing Native Vegetation" must be retained and protected within the South West Growth Centres. Where "Existing Native Vegetation" is cleared in non-certified areas for essential infrastructure proposals, such clearing of vegetation must be offset by a range of matters set out in Section 8 of the Order to Confer Biodiversity Certification including demonstration by way of information provided during the public exhibition of a precinct plan. While there is no precinct plan being presented as part of this consultation, Transport for NSW should demonstrate how the loss of Existing Native Vegetation in non-certified areas will be offset as per Section 8.
- In addition to the "Existing Native Vegetation" a considerable number of remnant trees outside "existing Native Vegetation Areas" will be lost, although this has not been quantified.
- The major impact on native vegetation outside the South West Growth Centre occurs in the north western area of Harrington Park (Harrington Grove East), where the proposed rail corridor cuts through the 'Harrington Grove East Bushland Conservation Area'. This area along with bushland in Harrington Grove West and Mater Dei forms part of the only 'Priority Conservation Lands' in the Camden Local Government Area under the 'Cumberland Plain Recovery Plan'. 'Priority Conservation Lands' are identified as lands that represent the best remaining opportunities and regional priorities in the Cumberland Plain to secure long term biodiversity benefits for the lowest possible cost. This bushland corridor forms part of the Harrington – Wivenhoe Regional Biodiversity Corridor under the Local Biodiversity Strategy for Camden local government area.
- The remnant bushland at Harrington Grove East is contained within the development area referred to as Precinct J. It is estimated that approximately 1.5 ha of the *CEEC CPW* will be destroyed and 3.6 ha of the *CEEC CPW / CPW part Derived Native Grassland* will be destroyed as a result of the proposed rail corridor. Most of this vegetation is on Community Title Land (less than 10% occurs on Council Community Land) and is identified for conservation purposes and on-site vegetation offsets as part of the overall development of the Harrington Grove Release Area.
- Development application 367/2014 was approved in December 2014 including the requirement that: *The recommendation of the report "Harrington Grove, Precinct J – Ecological Report" dated 1 May 2014 are to be complied with.* This included bush regeneration



works being undertaken in accordance with the Conservation Management Plan.

- An environmental approval under the Commonwealth's *Environmental Protection and Biodiversity Conservation Act 1999* was issued on 24 June 2010, by the Department of Sustainability, Environment, Water, Population and Communities (now Department of Environment (DOE)). DOE sought an environmental outcome for Precinct J that consolidated the Cumberland Plain Woodland within a single management and tenure agreement, which is to be offset by allowing a greater concentration of residential development within a defined development footprint.
- The destruction of CPW vegetation in the rail corridor will require the consideration of offsite/offsetting of Cumberland Plain Woodland. Additionally, approval under the *Environmental Protection and Conservation Act 1999* should be obtained.
- The recommended rail corridor in Harrington Grove East passes in close proximity (40 to 150 metres) to two populations of the nationally and NSW listed Endangered flora species *Pimelia Spicata* and the NSW Endangered fauna species *Meridolum corneovirens* (Cumberland Land Snail). Ecological Australia in its ecological study for Precinct J has identified the remnant vegetation is likely to provide habitat for Nationally and NSW listed Vulnerable species *Pteropus poliocephalus* (Grey Headed Flying-Fox) and potential habitat for five (5) NSW listed threatened Microbat species and one Nationally listed Microbat species. These include *Falsistrellus tasmaniensis* (Eastern False Pipistrelle), *Miniopterus schreibersii oceanensis* (Eastern Bent-wing Bat), *Mormopterus norfolkensis* (East Coast Freetail Bat), *Myotis macropus* (Southern Myotis), *Scoteanax ruepelli* (Greater Broad-nosed Bat) and *Chalinolobus dwyeri* (Large-eared Bat). These species will occupy dry sclerophyll forest and open woodland for varying reasons, such as either utilising tree hollows or loose bark to roost for shelter or foraging above and below the tree canopy on small insects. A fauna survey including a Microbat survey should be undertaken to determine the presence and impact on fauna in Harrington Grove East Precinct J.
- It is estimated that an approximate area of 0.5 ha of the EEC Swamp Oak Floodplain Forest will be lost where the recommended rail corridor crosses the Narellan Creek.



### Recommendations

*Council recommends the following activities be undertaken:*

- There currently exists a potential opportunity for achieving a functional Oran Park Town Centre, integrating communities within walking distance of a transit node that provides a range of residential, commercial, open space and public opportunities. To realise this opportunity, Council strongly recommends the undergrounding of the rail line and station through the already urban developed sections of the recommended corridor from Bringelly to Narellan (to the extent of already planned/developed areas from Oran Park to Narellan). Further, Council recommends part of the corridor alignment identified, needs to be reconsidered to avoid the major farm dams which provide significant flood management benefits to downstream areas of the upper South Creek Catchment, while also needing to avoid the recently approved extension to the Anglicare Retirement Facility.
- Transport for NSW, in consultation with affected property owners and Council, further investigate the implications of the recommended corridor for the Catherine Fields (part) Precinct (South), and in doing so incorporate the points raised in Council's submission in any amendment to the recommended corridor.
- Transport for NSW consider a two staged approach to the SWRL Extension, while preserving the recommended corridor in its entirety (including an underground option between Narellan and the 'T2 South Line'). As part of this staged planning approach, the project brief should be expanded to include concept planning, EIS (and the like) for a future Spring Farm Link Road, to support integrated transport planning outcomes in South-Western Sydney.
- The SWRL Extension, and particularly a future station at Narellan, has the potential to support well designed development in promoting the quality of existing centres. To achieve this potential, location of the future station is crucial. It is recommended that further consultation by Transport for NSW with Council and key stakeholders occurs, to facilitate a masterplanned approach to the station precinct.
- In light of the extensive planning to date for the Narellan Sporting Precinct, Council would advocate further dialogue with Transport for NSW in seeking a viable solution regarding the proposed alignment and corridor width through the Narellan Sporting Precinct.
- In preserving the corridor alignment, and any 'Review of Environmental Factors', that Council is consulted on heritage-related matters in contributing toward the project.



- In preserving the corridor alignment, and any 'Review of Environmental Factors', that Transport for NSW undertake appropriate studies to determine the impact of the recommended corridor, and that Council is consulted on environmental-related matters in contributing toward the project.

## Transport for NSW's Recommended Corridor: Station Locations



### Key Issues for Council

- Rossmore Station
- Maryland Station
- Oran Park Station
- Narellan Station

### Implications & Opportunities

- A number of residents from the Rossmore area attended the Council Meeting of 23 June 2015 (and tabled a petition at the Council Meeting of 14 July 2015), to address Councillors in regard to the SWRL Extension corridor preservation. In their address, the residents noted their initial engagement with Transport NSW occurred in June 2015. That being, they had not received any communication as part of the June 2014 consultation. The issues they raised included the potential impact on their property, including recently constructed dwellings, and the possible limited alignment with public land/road corridors utilised by Transport for NSW, in planning for the corridor alignment.



One of the key concerns raised in their petition related to the severance of properties. Based on an alignment of the recommended corridor, a number of properties were severed through the middle, resulting in residual parcels severely constrained with limited potential use. In this regard, the petitioners requested that a corridor alignment be either to the front or rear of property boundaries, to facilitate a usable residual portion of the impacted properties.

In addition to the issues raised by the aforementioned Rossmore residents, Council also notes the need for a masterplanned approach to identifying the future station at Rossmore. At a recent presentation, Transport for NSW officers noted the Rossmore Station would be located in a considerable degree of 'cut'. To ensure an integrated planning outcome, a masterplan of the Rossmore station precinct would ensure critical elements such as commuter car parking, are adequately planned for.

- The inclusion of the proposed additional Maryland train station from the earlier consultation is a welcome addition to the proposed SWRL Extension. The Maryland Precinct stands within the South West Growth Centre and is identified for significant housing growth, however is yet to be released and rezoned. This presents an excellent opportunity to identify the rail corridor alignment before masterplanning and development, enabling the train station to be integrated into the design of the development from the outset.

Council acknowledges the considered spacing of Maryland station (relative to the Bringelly and Oran Park stations), and the notation of Transport for NSW that it presents an opportunity for a park and ride facility. In regard to the latter, Council notes the need for a masterplanned approach to ensure critical elements such as commuter car parking, are adequately planned for. In light of the proposed Lowes Creek/Maryland PAP currently under assessment by the Department of Planning & Environment, a coordinated approach would facilitate integrated land use and transport planning outcomes for the area.

- The indicative Station locations situated within the Oran Park Town Centre is generally supported. A town centre location for this station ensures the full benefits of this key piece of infrastructure is recognised and integrated into future precinct planning. The location provides for walkable access to these main service centres which are currently expanding. This in turn creates opportunities for transport hubs with intermodal options such as buses and park and ride facilities.
- The indicative Station locations situated in proximity to the Narellan centre are generally supported. As mentioned previously, Town Centre locations ensure the full benefits of key infrastructure are recognised and integrated



into future precinct planning. One site of note in proximity of the station/recommended corridor for further consideration is the former service station and fuel depot at 31 The Old Northern Road, Narellan (Lot 456 DP787032 - bound by Campbell Street, Kirkham Street and The Old Northern Road). There is a contaminated groundwater plume at this site and Council has received a Site Audit Statement for the site that prohibits basements due to hydrocarbon contamination.

### **Recommendations**

*Council recommends the following activities be undertaken:*

- Transport for NSW engages with directly impacted residents from the Rossmore area, and negotiate further as to the opportunities available in limiting the potential of severing properties through the middle. Following this engagement Transport for NSW shall prepare and exhibit a Masterplan for the Rossmore station precinct, in conjunction with the Department of Planning & Environment and Camden Council.
- Transport for NSW prepare and exhibit a Masterplan for the Maryland station, Oran Park station and Narellan station precincts, in conjunction with the Department of Planning & Environment and Camden Council.



## Southern Section: Study Area for the Narellan to T2 South Line



### Key Issues for Council

- Potential connection to 'T2 South Line' (i.e. Campbelltown/Macarthur)
- Future freight rail connections between the 'Southern Sydney Freight Line' and the future Western Sydney Airport.

### Implications & Opportunities

- As Transport for NSW would be aware, the issue of functional east/west connections between the centres of Camden/Narellan and Campbelltown/Macarthur continue as an infrastructure issue for discussion. Notwithstanding the NSW Government's commitment to the upgrading of Narellan Road, investigation into the broader regional transport network (e.g. Spring Farm Link Road) remains a challenge for all tiers of Government. The opportunity of connecting the SWRL Extension to the 'T2 South Line' is an option that requires detailed investigation with a view to preserving a corridor as part of the current process. It is important to note that any such corridor to the 'T2 South Line' should be underground.

The further investigation of the extension of the rail link past Narellan to link in with the 'T2 South Line' is encouraged, as this link would provide excellent east/west connectivity between the existing service and employment centre of Campbelltown/Macarthur and enable broader



network synergies. It would link this strategic centre, which includes the University of Western Sydney and TAFE NSW campuses, with the rapidly expanding residential population of Oran Park, the existing population of Narellan and employment opportunities at Western Sydney Airport and the Western Sydney Employment Area.

This additional connection may also present benefits linked with the Greater Macarthur Investigation Area, which should be identified and placed within the public domain. This additional connection is considered to ensure the rapidly growing residential population in the South West Growth Area will be able to flourish in a more integrated and sustainable way, supporting people to live, work and access facilities and education by providing an alternative to the private car.

- Further to the workshop conducted by Transport for NSW at Camden, for Council officers on 16 June 2015, it was noted at this meeting that the SWRL Extension would not be used for the purpose of transporting freight via heavy rail. In this regard, it was noted by Transport for NSW that an alternate corridor would be identified for the purposes of future freight rail connections between the Southern Sydney Freight Line and the future Western Sydney Airport.

#### **Recommendations**

*Council recommends the following activities be undertaken:*

- As part of the SWRL Extension corridor preservation project, further detailed investigation into an underground connection of a rail line between Narellan and the 'T2 South Line' should be explored, involving direct consultation with Council, and potentially affected stakeholders. For example, existing rail infrastructure at Glenlee may provide an opportunity for a future rail link.
- As part of the current investigation of the SWRL Extension and Outer Sydney Orbital corridor preservation project, Transport for NSW broaden the project scope to include a future freight rail corridor between the Southern Freight Rail Line and the future Western Sydney Airport. Note, it is acknowledged that part of this future freight rail corridor may be encapsulated in a multi-modal Outer Sydney Orbital. However, certainty is required as to whether this is the case, and if so, that a corridor linkage is identified between the Outer Sydney Orbital and the Western Sydney Airport site at Badgerys Creek.



## Northern Section: Bringelly to the T1 Western Line



*Notwithstanding station opportunities will be explored.*

### Key Issues for Council

- Sydney's second airport at Badgerys Creek.

### Implications & Opportunities

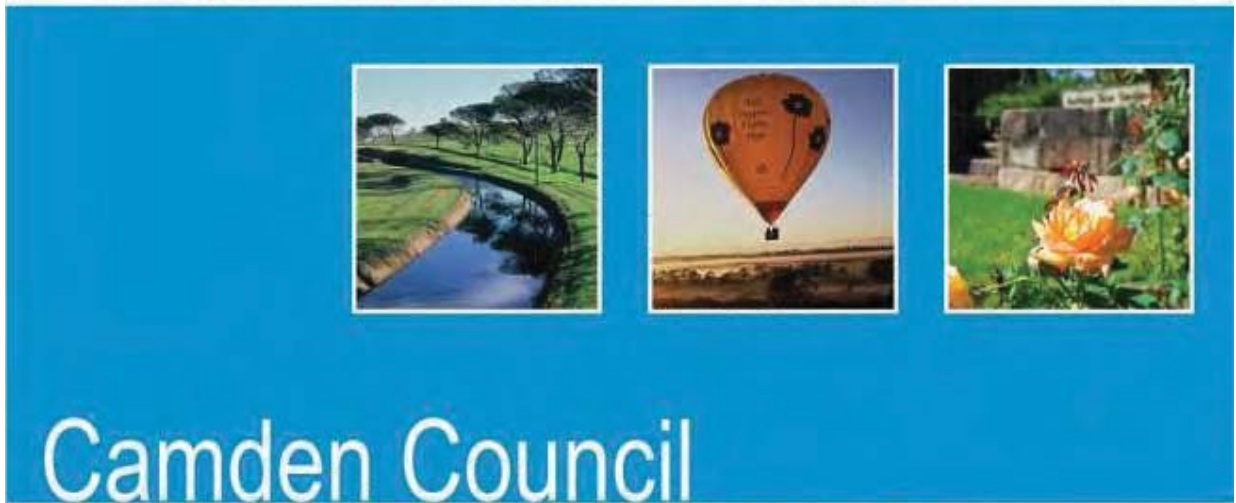
- On several occasions, dating back to 1996, Council has resolved to oppose a second Sydney airport located at Badgerys Creek and/or in the Sydney basin. The locating of an airport at Badgerys Creek remains a significant concern for Council, including the associated environmental, social and health issues. This concern applies to any associated supporting infrastructure, including the SWRL Extension.

### Recommendations

*Council recommends the following activities be undertaken:*

- Notwithstanding Council's opposition to a second Sydney airport at Badgerys Creek (or in the Sydney Basin), there remains a significant role for the SWRL Extension connecting to an airport, as well as the Broader Western Sydney Employment Area (and the Western Line). Focus on preserving a public transport corridor for these connections should continue.

Camden Council Submission – South West Rail Link Extension (July 2015)



# Camden Council

Submission to Outer Sydney Orbital Corridor  
Preservation 2015



ORD10

Attachment 2



## General

The NSW Government's Outer Sydney Orbital Corridor Preservation project has the potential to, in part, transform the Camden Local Government Area, bringing with it a range of facilities, services, employment and other exciting opportunities for the community. Consequently, the first stage of this project is critical in establishing a framework to facilitate an integrated approach to transport and land use planning throughout South-West Sydney.

While the project is a positive initiative for South-Western Sydney, including the Camden Local Government Area, as in the case of South West Rail Link (SWRL) Extension project, it is important that the NSW Government continues to effectively engage with stakeholders and broader community, by acknowledging and taking on board the specific feedback provided. Furthermore, Council strongly advocates on behalf of potentially affected property owners that any adverse impacts are limited as much as possible, and that alternate options are thoroughly explored by Transport for NSW through engagement with these property owners.

The issue of delivering effective and efficient integrated planning and transport infrastructure in South-West Sydney remains a considerable challenge for all tiers of government. Camden Council has identified a number of key issues regarding preservation of a corridor for the Outer Sydney Orbital, highlighting points of concern, implications and recommendations for project outcomes.

## Outer Sydney Orbital

The principle of development of a north/south motorway connection through Western Sydney is supported. This type of connection is currently limited to the M31 and M7 with poor north/south linkages to the north of Western Sydney. The Outer Sydney Orbital would therefore increase connectivity between the northern and southern sections of Western Sydney and ultimately through to areas in Wollondilly. This will create benefits associated with access to a wider range of jobs, services, health care, education, retail and access to the Western Sydney Airport. The need for this type of connection is considered to become more acute with the extensive residential developments in the South West Growth Centre.

## Regional Planning and Transport Context

The development of an Outer Sydney Orbital road has the potential to provide a boundary to Sydney's outer western city limit. This has the ability to define and contain Sydney's growth within this boundary through appropriate policy provisions. This could have a number of implications for development rates, future development locations, their accessibility and the value of land. As such these factors, amongst others, should be robustly assessed through the



development of the Outer Sydney Orbital alignment. This assessment should also include consideration of the future direction of growth of Sydney to ensure the Outer Sydney Orbital alignment enhances and doesn't stifle anticipated future growth in Sydney.

As part of the Outer Sydney Orbital study area investigation project, it is imperative that Transport for NSW work in conjunction with the Department of Planning & Environment and Council on a review of the South-West Sub-Regional Strategy.

Future growth areas such as the 'Macarthur South' investigation in the Campbelltown and Wollondilly local government areas, require an integrated approach to land-use and transport planning, with the Outer Sydney Orbital project being a pivotal transport corridor driving direct implications as to the success of planning outcomes.

As in the case of the SWRL Extension, detailed consideration should be given to the preparation of a land-use strategy to address the issue for short to medium term. This is considered particularly important given the potential requirement for a considerably larger protection corridor than that being proposed for the SWRL Extension and the extensive risk of land sterilisation.

## Passenger Rail Services

As one of the 19 major transport corridors across Sydney identified in the 'NSW Long Term Transport Master Plan', the 'Outer Sydney Orbital' has potentially significant implications for the Camden local government area.

Given the potential that the Outer Sydney Orbital may be a multi-modal corridor (i.e. inclusive of road and rail), consideration must be made as to how this may relate to the Sydney metropolitan rail network; making the extension of the SWRL one of the closest connection points.

In this regard, Council strongly advocates that Transport for NSW ensure that any future planning of this multi-modal corridor would include passenger rail (as well as freight), to ensure the communities throughout the Camden Local Government Area, and South-Western Sydney more broadly, are adequately supported by this infrastructure.

## Heritage Issues

Given the conceptual position of the Outer Sydney Orbital corridor, no specific heritage items are identified as being impacted upon. As such, the impact on all known heritage items and as yet unidentified items of European, Indigenous and visual significance must be considered.



## General Constraint Issues

Further to the issue of heritage items, there will be a range of other significant constraints that will require identification and extensive investigation, including visual amenity, noise, sterilization of land, flooding related to the Nepean River, existing creeks and waterways, topography and areas of environmental significance.

Council should be consulted further with regard to specific issues around these constraints, prior to further determination of preferred routes.

## Agricultural Land Uses

Throughout the extent of the study area, there exists the potential for impact on land currently subject to a variety of agricultural based uses. This includes supporting facilities such as the University of Sydney agricultural campus farms. Given the historical and ongoing significance of agriculture in these areas of South-West Sydney, sensitivity analysis is required as to the implications for agri-business activity, as well as future operation of agricultural educational institutions in the area.

## Overall Transport Planning

An urgent review of the South West Growth Centre Road Network Strategy is required, in conjunction with any ongoing investigation into the Outer Sydney Orbital. Coupled with the South-West Sub-Regional Strategy under preparation by the Department of Planning & Environment, it is important that a coordinated transport planning approach is taken in identifying future transport corridors in South-West Sydney. Currently there is dis-connect between each of the strategy documents. The existing Road Network Strategy is based on the SWRL terminating at Leppington, and makes no provision for extended east/west connections to the Outer Sydney Orbital (and generalised north/south connections to the Western Sydney Airport site). In this regard, a coordinated approach is required between Transport for NSW, the Department of Planning & Environment and Council, to work collaboratively in maximising opportunities for good transport planning outcomes.

The ultimate destination for the Outer Sydney Orbital could be linked directly to Appin Road, to provide a direct route to Wollongong and the South Coast, while the future Macarthur South area would have a direct link to the Western Sydney Airport and the Western Sydney Employment Area. Alternatively, the preferred link to Wollongong and the South Coast could also be via the M31 and Picton Road route, acknowledging that Picton Road has been substantially upgraded over the last several years, and provides a safer route compared to Appin Road.



## Mining Issues

The vast majority of the Outer Sydney Orbital study area is subject to issues associated with the activity of sub-surface mining of natural resources; whether in the form of existing mine subsidence areas or areas where resources are identified for future mining resources. Any investigation conducted in the study area should give due consideration to these issues.

## Ongoing Engagement

It is imperative that that Transport for NSW consider as part of the SWRL Extension public transport corridor preservation project, how it will relate to a multi-modal corridor for the 'Outer Sydney Orbital'; and in doing do, consult further with Council in preparing a strategic response to the land use and transport planning related issues identified.

Engagement processes should also extend to engaging with the affected community on an ongoing basis, to identify a structured consultation process that ensures strong community support for the link.





ORD11

## ORDINARY COUNCIL

ORD11

**SUBJECT:** CAMDEN TOWN FARM APPOINTMENT OF COMMITTEE MEMBERS  
**FROM:** Director Community Infrastructure  
**TRIM #:** 15/138303

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### PURPOSE OF REPORT

The purpose of this report is to endorse the appointment of three new Committee members to the Camden Town Farm, Section 355 Committee (s355).

### BACKGROUND

On 13 November 2012 Council resolved to appoint 13 members to the Town Farm Committee, to undertake the dedicated responsibilities for activities and functions of Council under Section 355 of the Local Government Act 1993.

Council appoints Community members to service on s355 Community Management Committees following each general Council election. Committee members serve for the period of Council, however in some cases are unable to complete the term.

At the ordinary meeting of Council held 23 September 2014, Council endorsed the recruitment of two new members at the request of the Camden Town Farm Committee;

- i. accept the resignation of Mr John Drinnan from the Camden Town Farm Management Committee; and*
- ii. write and thank Mr Drinnan for his contribution to this Committee.*
- iii. endorse the recruitment of two positions as requested by the President, Mr David Buckley.*
- iv. receives a further report to endorse the new members of the Town Farm Committee at the completion of the recruitment process.*

### MAIN REPORT

In December 2014, the recruitment process for the two new positions commenced. An information evening was held for potential applicants in January 2015 with applications closing end January 2015.

During February 2015 the Committee received a further resignation, from Ms Joceline Gruar, which has further reduced the Committee to 9 members. Due to the resignation of Ms Gruar, it is requested that Council endorse the approval for the recruitment of third new member to the Committee, to maintain the membership at 12 members. 12 members is considered by the Committee to be adequate to undertake the current management requirements of the Camden Town Farm, leaving one vacancy to be considered at the commencement of the new Council term. The additional member is proposed to be recruited from applications received during January 2015.

Five applications for membership to the Camden Town Farm Committee have been received from the following applicants:



1. Mr Michael Lee
2. Mr Steve Cooper
3. Mr John Jarvis
4. Mr Syd Hyatt
5. Ms Helen Byfield

Interviews with each applicant were conducted by the President of the Camden Town Farm Committee and Council's Community Committees Support Officer. As a result of these interviews and ratification by the Committee, approval is sought for the appointment of Mr Michael Lee, Mr Steve Cooper and Mr John Jarvis as members of the Camden Town Farm Committee. These applicants were identified as having the skills, attributes and availability required to assist the Town Farm Committee at this time.

The Committee would also like to extend an invitation to Mr Syd Hyatt and Ms Helen Byfield the remaining applicants, to attend Committee meetings as observers and volunteers of the Camden Town Farm, as it is felt that their skills and attributes would be of assistance in the areas of project/program development.

In accordance with the Procedural Manual for Community Management Committees Section 2.1 (f) members must be appointed by Council before they are able to vote or take part in the meetings of the Committee.

All Committee members are elected for the term of the Council. As these representatives are being sought during mid-term, newly appointed members resulting from this process will hold their position until the end of the current Council term. Appointment or reappointment of all members will occur in accordance with the provisions of the Local Government Act 1993, as stated in Councils Procedural Manual for Community Management Committees point 2.1.1 (a).

### **FINANCIAL IMPLICATIONS**

There are no financial implications as a result of this report.

### **CONCLUSION**

In September 2014, the Camden Town Farm Committee received Council approval to recruit two new members. The recruitment process has been finalised with applications received from five applicants.

Unfortunately a further resignation was received from Ms Joceline Gruar during the recruitment period requiring approval for the appointment of a third new member to the Committee.

Therefore approval is sought for the appointment of three new members to the Camden Town Farm Committee being Mr Michael Lee, Mr Steve Cooper and Mr John Jarvis.

### **RECOMMENDED**

**That Council:**

- i. accept the resignation from Ms Joceline Gruar;**



## ORD11

- 
- ii. write and thank Ms Joceline Guar for her contribution to Camden Town Farm Committee;
  - iii. appoint Mr Michael Lee, Mr Steve Cooper and Mr John Jarvis to the Camden Town Farm Committee; and
  - iv. write and thank all applicants for their applications to be a part Camden Town Farm Committee.



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## ORDINARY COUNCIL

ORD12

ORD12

**SUBJECT: CO-FUNDING COMMUNITY BUILDING PARTNERSHIP GRANT - METS  
BASEBALL CLUB**  
**FROM:** Director Community Infrastructure  
**TRIM #:** 15/184378

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### PURPOSE OF REPORT

The purpose of this report is to request Council's co-funding of the NSW Community Partnership Grant 2013, awarded to Mets Baseball Club for the installation of floodlighting.

### BACKGROUND

In 2013, the Mets Baseball Club was successful in obtaining a grant through the NSW Community Building Partnership Program in the sum of \$26,850.

The Club advised the State Government that they have matching funds to the value of \$26,850 to contribute to a flood lighting upgrade for their home ground at Catherine Field Reserve.

Initial quotes obtained by the club have indicated that the combination of the Grant and their own contributions equate to two thirds of the expected cost associated with these works totaling \$80,550 (excl. GST).

### MAIN REPORT

Council has been approached by the Mets Baseball Club requesting Council contribute up to \$26,850, being the remaining third of the costs associated with the flood lighting installation project.

Should the contribution be approved, Council will work with the club to ensure that the project is delivered within budget and with all of the appropriate approvals in place to complete these works.

### FINANCIAL IMPLICATIONS

The financial implication associated with this report is the contribution by Council of up to \$26,850 which is proposed to be funded from Council's Capital Works Reserve.

### CONCLUSION

The Mets Baseball Club was successful in achieving grant funding in the sum of \$26,850 through the NSW Community Building Partnership Program 2013. The club will be contributing a further \$26,850 to the project and they have requested, for Council to contribute the remaining third to the flood lighting up-grade project being up to \$26,850. The Council contribution will not exceed \$26,850.



## ORD12

It is recommended that Council contribute the remaining third of the project funds to complete the floodlighting up-grade at Catherine Field Reserve up to \$26,850, which is proposed to be funded from Council's Capital Works Reserve.

### **RECOMMENDED**

**That Council:**

- i. endorse the allocation of up to \$26,850 to the Mets Baseball for the completion of the floodlighting upgrade at Catherine Field Reserve, Catherine Field and fund from Council's Capital Works Reserve; and**
- ii. write to the State Member for Camden, Chris Patterson MP thanking him for his support for this project.**



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## ORDINARY COUNCIL

ORD13

ORD13

**SUBJECT: TENDER T015/2015 - ARGYLE STREET STREETScape UPGRADE -  
SUPPLY OF LIGHT POLES**

**FROM:** Director Community Infrastructure

**TRIM #:** 15/197027

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### PURPOSE OF REPORT

To provide details of tenders received for contract T015/2015, being the Supply of Light Poles for Argyle Street Streetscape Improvements, Camden and to recommend that Council accept the tender submitted by JSB Lighting.

### BACKGROUND

In preparation for the construction works on the upgrade of the Argyle Street Streetscape, Council has sought to ensure supply of the Light Poles is secured for completion of Stage 1 and for future stages up until 2020.

### MAIN REPORT

#### **Invitation to Tender**

The tender for the Supply of Light Poles for the Argyle Street Streetscape Improvements, was advertised in the Camden Advertiser, Sydney Morning Herald and the NSW e-tendering website. Tenders opened on 30 June, 2015 and closed on 21 July, 2015. Tenderers were asked to provide a combination of lump sum and schedule of rates. This was based on a specified quantity of Light Poles for supply of Stage 1 and future stages up until 2020.

#### **Tender Submissions**

Tenders were received from companies listed below in alphabetical order:

<u>Name of Tenderer</u>	<u>Location</u>
Hub Street Equipment Pty Ltd	Chippendale
JSB Lighting	Darlinghurst
MFP Systems Pty Ltd	Tempe

A summary of the submissions is provided in the **Supporting Documents**. Please note this information is Commercial in Confidence.



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## Tender Evaluation

The intention of the tender process is to appoint a supply contractor with proven capacity and experience in similar scale projects as well as providing good value and quality services to Council.

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 weighting of 80% and non-price factors a weighting of 20%.

Non Price Factors considered for this project include:

- Conformity to the specification and tender documents
- Previous experience in supplying materials of a similar nature, quality and quantity
- Proposed team, reliability and capacity
- Time period rates are held firm
- Program
- WH&S

JSB Lighting has provided the most competitive tender in terms of cost and meeting all requirements of Council's tender documentation.

JSB Lighting has demonstrated a proven track record in delivering projects of a similar scale and nature.

The panel members all agreed that the tender by JSB Lighting represented the best value to Council.

## 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

JSB Lighting has submitted a program in conformance with the tender requirements.

The date for supply to future stages will be dependent on future budget allocations.

## FINANCIAL IMPLICATIONS

Council has sufficient funds currently allocated to this project in the 2015/16 Capital Works Program, to proceed initially with the supply of Light Poles for Stage 1, based on the tendered lump sum tender and schedule of rates.

The tendered rates for supply of Light Poles for future stages will be applied within budgets approved by Council. These supply rates have been offered as fixed until 30 September 2015 and rise by 5% every year thereafter.



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## **CONCLUSION**

JSB Lighting has provided a conforming tender. The tender assessment concludes that the offer by JSB Lighting represents best value to Council and the company has a proven track record of performance on projects of a similar nature.

## **RECOMMENDED**

**That Council:**

- i. accepts the supply tender provided by JSB Lighting for Stage 1 for the lump sum value of \$57,733.20 (GST exclusive);**
- ii. accepts the supply tender provided by JSB Lighting for future stages of work based on the Schedule of Rates offered as fixed until 30 September 2015 and rise by 5% every year; and**
- iii. authorise the relevant documentation to be completed under Council's Power of Attorney, granted on 27 August 2013, Minute Number ORD215/13.**

## **ATTACHMENTS**

- 1. Tender T015/2015 - Supply of Light Poles for the Argyle Street Streetscape Improvements - *Supporting Document***





## ORDINARY COUNCIL

ORD14

**SUBJECT: TENDER T014/2015 - ARGYLE STREET STREETScape UPGRADE - STAGE 1A**

**FROM:** Director Community Infrastructure

**TRIM #:** 15/197649

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### PURPOSE OF REPORT

To provide details of the tenders received for contract T014/2015, being Stage 1A of the Argyle Street Streetscape Upgrade, Camden, and to recommend that Council accept the tender submitted by Hargraves Urban Pty Ltd.

### BACKGROUND

Council recently completed the detailed design and approvals phase of this project, and is committed to undertaking improvements required in Argyle Street Camden.

#### **The aims of these works are to:**

- create an environment that will encourage a slower speed environment;
- create an environment which upgrades and enhances pedestrian mobility safety and access;
- enhance the main street of Camden so that it can continue to be relevant in a growing and changing LGA, as well as the broader region; and
- facilitate the continued retail and commercial success of the Town Centre.

The scope of works for Stage 1A generally comprises the section of road between Oxley Street and John Street, and will include traffic signals at Oxley Street. The proposed upgrade will include construction of new footpath pavements, kerb and gutter, drainage works, granite path paving, vehicle access driveways, installation of traffic signals, installation of new street lighting, fencing, signage, line marking, adjustment of road pavement levels and landscape works.

A contractor is required to act as the Principal Contractor for the site and be responsible for the construction works. The Contractor will manage and coordinate all sub-contractors and integrate their output at all stages.

Procurement of a contractor for the works has been undertaken in two stages. The first stage was to issue an open Expression of Interest (EOI) to select suitable firms to participate in a Tender. This EOI was issued on 24 February, 2015, with no restrictions as to those organisations that may respond. The closing date for submissions was 17 March, 2015. Fourteen (14) firms responded to the EOI and seven (7) firms were assessed by the evaluation panel as suitable for participating in the tender. The recommended companies were approved by the Director Community Infrastructure.

The second stage of procurement was to issue Tender invitations to the selected firms. This was issued on 24 June, 2015 with tender returns required by 20 July, 2015.



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## MAIN REPORT

### **Invitation to Tender**

The tender for Stage 1A of the Argyle Street Streetscape Upgrade, Camden, was advertised in the Camden Advertiser, Sydney Morning Herald and the NSW e-tendering website. Tenderers were asked to provide a lump sum price for the Stage 1A works.

### **Tender Submissions**

Tenders were received from companies listed below in alphabetical order:

<u>Name of Tenderer</u>	<u>Location</u>
CA&I Pty Ltd	Chippendale NSW
Ford Civil Contracting Pty Ltd	Arncliffe NSW
Hargraves Urban Pty Ltd	Gordon NSW
J.K Williams Contracting Pty Ltd	Penrith NSW
Quality Management & Constructions Pty Ltd	Bella Vista NSW
Statewide Civil Pty Ltd	Norwest NSW

Glascott Group did provide a tender for the project.

A summary of the submissions is provided in the **Supporting Documents**. Please note this information is Commercial in Confidence.

### **Tender Evaluation**

The intention of the tender process is to appoint a contractor with proven capacity and experience in similar scale projects, as well as providing good value and quality services to Council.

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 weighting of 50% and non-price factors a weighting of 50%

Non Price Factors considered for this project include:

- Conformity to the specification and tender documents
- Previous experience
- Proposed team, reliability and capacity
- Program
- Methodology for undertaking the works.
- WH&S

Hargraves Urban Pty Ltd has provided the most competitive tender in terms of cost and meeting all requirements of Council's tender documentation. Past clients were contacted and provided positive feedback for Hargraves Urban Pty Ltd.

Hargraves Urban Pty Ltd has demonstrated a proven track record in delivering projects of a similar scale and nature for Local Government.

The panel members all agreed that the tender by Hargraves Urban Pty Ltd represented the best value to Council.



**ORD14**

### **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**

Hargraves Urban Pty Ltd has submitted a program to complete the works in 15 weeks from acceptance of this tender. This program does not include any allowance for wet weather which would extend the completion date.

### **FINANCIAL IMPLICATIONS**

Council has sufficient funds currently allocated to this project in the 2015/16 Capital Works Program to accept this tender offer.

### **CONCLUSION**

Hargraves Urban Pty Ltd has provided a conforming tender. The tender assessment concludes that the offer by Hargraves Urban Pty Ltd represents best value to Council and the company has a proven track record of performance on projects of a similar nature.

### **RECOMMENDED**

**That Council:**

- i. accept the tender provided by Hargraves Urban Pty Ltd for Stage 1A, between John and Oxley Streets, for the lump sum value of \$1,894,383.49 (GST exclusive); and**
- ii. authorise the relevant documentation to be completed under Council's Power of Attorney, granted on 27 August 2013, Minute Number ORD215/13.**

### **ATTACHMENTS**

- 1. Tender Evaluation - T014/2015 - Argyle Street Streetscape Upgrade - Stage 1A - *Supporting Document***