



Camden Council

Attachments

Ordinary Council Meeting
22 August 2017

Camden Council
Administration Centre
70 Central Avenue
Oran Park



ORDINARY COUNCIL

ATTACHMENTS - ORDINARY COUNCIL

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Details of Conditions:**1.0 - General Conditions of Consent**

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

- (1) **Approved Plans and Documents** - Development shall be carried out in accordance with the following plans and documentation, and all recommendations made therein, except where amended by the conditions of this development consent:

Plan Reference/ Drawing No.	Name of Plan	Prepared by	Date
2871/A010 Issue F	Site Plan	Ramakers Architects	29 June 2017
2871/A011 Issue F	Site Plan – Dimensioned	Ramakers Architects	29 June 2017
2871/A012 Issue E	Site – Signage Plan	Ramakers Architects	29 June 2017
2871/A014 Issue E	Site – Landscape Plan	Ramakers Architects	29 June 2017
2871/A017 Issue C	Car Turn Path Eastern Side of D/Thru	Ramakers Architects	29 May 2017
2871/A018 Issue A	Truck Turn Path 8.8m Medium Rigid Truck	Ramakers Architects	4 April 2017
2871/A019 Issue A	Car Turn Path Western Side of D/Thru	Ramakers Architects	29 May 2017
2871/A020 Issue A	10.1m Front Load Waste Truck	Ramakers Architects	29 May 2017
2871/A100 Issue D	Proposed Floor Plan	Ramakers Architects	23 March 2017
2871/A201 Issue F	Elevations Sheet 2	Ramakers Architects	14 June 2017
2871/A200 Issue F	Elevations Sheet 1	Ramakers Architects	14 June 2017
2871/A300 Issue C	Sections	Ramakers Architects	29 May 2017
2871/A900 Rev D	3D Views Sheet 1	Ramakers Architects	15 June 2017
2871/A901 Rev C	3D Views Sheet 2	Ramakers Architects	15 June 2017
DAC.101 Issue P2	Siteworks, Grading and Services plan	Acor Consultants Pty Ltd	9 June 2017
DAC1.02 Issue P2	Soil and Erosion Control Concept Plan, Notes and Details	Acor Consultants Pty Ltd	9 June 2017
2871/A013 Rev C	Signage Details	Ramakers Architects	24 February 2017
2871/A002 Rev B	Site Survey Plan	Ramakers	24 February

Document Title	Prepared by	Date
Waste Management Plan Ref 2871wmp	Ramakers Architects	May 2017
Traffic Report Ref 10482	Colston Budd Rogers & Kafes Pty Ltd	March 2017
Noise Impact Assessment Report No. 17-2058-R1	Reverb Acoustics	April 2017
CPTED Report	Yum Restaurants International	Submitted with DA Documentation
Bushfire Protection Assessment	Ecological Australia	9 January 2017

- (2) **Modified Documents and Plans** - The development shall be modified as follows:
- a) An additional designated hand wash basin is to be located opposite the drink dispenser, at the entrance to the food preparation area. The hand wash basin is in addition to the provided wash sink.
- Amended plans or documentation demonstrating compliance shall be provided to the Certifying Authority and Council prior to the issue of a Construction Certificate.
- (3) **Building Code of Australia** - All building work shall be carried out in accordance with the BCA. In this clause, a reference to the BCA is a reference to that Code as in force on the date the application for the relevant Construction Certificate is made.
- (4) **Engineering Specifications** - The entire development shall be designed and constructed in accordance with Council's Engineering Specifications.
- (5) **General Terms of Approval/Requirements of State Authorities** - The general terms of approval/requirements from state authorities shall be complied with prior to, during, and at the completion of the development.
- The general terms of approval/requirements are:
1. NSW Rural Fire Service Letter, Ref D17/315, dated 7 February 2017;
 2. Camden Local Area Command Letter, dated 30 March 2017; and,
 3. Endeavour Energy Emails, 3 April 2017 and 30 May 2017.
- (6) **Works in Road Reserves** - Where any works are proposed in a public road reservation, a Road Opening Permit shall be obtained from Council in accordance with Section 138 of the *Roads Act 1993* prior to works commencing.
- (7) **Outdoor Lighting** - The approved development must include lighting in all areas that complies with AS 1158 and AS 4282.

- (8) **Roof Mounted Equipment** - All roof mounted equipment such as air conditioning units, etc., required to be installed shall be integrated into the overall design of the building and not appear visually prominent or dominant from any public view.
- (9) **Noxious Weeds Management** - Any noxious or environmentally invasive weed infestations that occur during or after works must be fully and continuously suppressed and destroyed by appropriate means. New infestations must be reported to Council.

Pursuant to the *Noxious Weeds Act 1993*, the applicant must at all times ensure that any machinery, vehicles or other equipment entering or leaving the site are clean and free from any noxious weed material.

Earth moved containing noxious weed material must be disposed of at any approved waste management facility and be transported in compliance with the *Noxious Weeds Act 1993*.

- (10) **Graffiti Resistant Materials and Finishes** – Graffiti resistant materials and finishes must be used where possible.
- (11) **Safer By Design** - The following safer-by-design features shall be incorporated into the approved development:
- a) CCTV cameras to be installed in and around car parking areas, and to be installed by licensed, qualified security professionals;
 - b) A closed circuit television system (CCTV) which complies with the Australian Standard - Closed Circuit Television System (CCTV) AS:4806:2006 needs to be implemented to receive, hold or process data for the identification of people involved in anti-social or criminal behaviour. The system is obliged to conform with Federal, State or Territory Privacy and Surveillance Legislation. This system should consist of surveillance cameras strategically located in and around the development to provide maximum surveillance coverage of the area, particularly in areas which are difficult to supervise;
 - c) Recording equipment should be secured away from public access areas to restrict tampering with the equipment and data. This equipment needs to be checked and maintained on a regular basis;
 - d) The CCTV cameras are installed as soon as power is available to the site;
 - e) Effective lighting to be installed in and around the car parking areas as well as the public areas;
 - f) Lighting should be designed to the Australian and New Zealand Lighting Standards;
 - g) Australia and New Zealand Lighting Standard 1158.1 - Pedestrian, requires lighting engineers and designers to consider crime risk and fear when selecting lamps and lighting levels;
 - h) All lighting should be vandal proof throughout the complex;
 - i) Public area lighting must be bright and even (to permit facial recognition of approaching persons at 15 metres);

- j) A limited amount of internal lighting should be left on at night to enable patrolling police, security guards and passing people to monitor activities within the business;
- k) Store and Electrical Meter Rooms in and around the restaurant need to have doors locked at all times;
- l) Doors into Electrical Meter Rooms, to have approved Power Company locks and doors to be kept locked at all times;
- m) Ensure all barriers and panels around the restaurant are transparent;
- n) Warning signs should be strategically posted around the restaurant to warn intruders of what security treatments have been implemented to reduce opportunities for crime. Warning, trespassers will be prosecuted. Warning, these premises are under electronic surveillance;
- o) Directional signage should be posted at decision making points (e.g. entry/egress points) to provide guidance to the uses of the development. This can also assist in access control and reduce excuse making opportunities by intruders;
- p) A Fire Safety Statement must be prominently displayed within the development to comply with the Environmental Planning & Assessment Regulations (1994) Clause 80GB. The annual fire safety statement is a statement issued by the owner of a building;
- q) Signage needs to be provided at fire exits to assist occupants to identify exits in emergency situations;
- r) A graffiti management plan needs to be incorporated into the maintenance plan for the development; and,
- s) Graffiti resistant materials and anti-graffiti coating should be utilised throughout the development.

2.0 – Prior to Issue of a Construction Certificate

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

- (1) **Detailed Landscape Plan** - A detailed landscape plan must be prepared and include the following landscape elements:
 - a) Six additional trees capable of reaching a mature height greater than 6m;
 - b) The additional tree species and placement shall be consistent with 3.1 of the Bushfire Protection Assessment prepared by Ecological, dated 9 January 2017 and where possible species selection shall be derived from Council's preferred tree list:

<http://www.camden.nsw.gov.au/assets/pdf/Environment/Biodiversity/2015/15-67558-Final-Tree-Management-Policy-Appendix-A-Tree-and-Landscape-Species-List.pdf>

- c) Detailed landscape plans must be prepared in accordance with Appendix B of Council's Engineering Design Specifications prior to the release of a construction certificate.

Details demonstrating compliance shall be provided to the Certifying Authority.

- (2) **Sydney Water Trade Waste** - The applicant shall contact the Commercial Trade Waste section of Sydney Water regarding the trade waste requirements. A written response from Sydney Water demonstrating compliance shall be provided to the Certifying Authority and Council.
- (3) **Food Premises** - The design, construction, fit-out, use and ongoing operation of the food premises and/or food storage area shall comply with all applicable Acts, Regulation, codes and standards including:
 - a) the *Food Act 2003*;
 - b) the Food Regulation 2015;
 - c) Food Standards Australia and New Zealand – Food Standards Code 2003;
 - d) Council's Food Premises Code;
 - e) AS 1668.1-2015 and 1668.2-2012;
 - f) the BCA; and
 - g) AS 4674-2004 Design, construction and fitout of food premises

Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

- (4) **Mechanical Ventilation** - Any room or area not provided with natural ventilation in accordance with the relevant requirements of the Building Code of Australia must be provided with a system of mechanical ventilation that complies with the requirements of Australian Standard 1668, Parts 1 & 2. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.
- (5) **Salinity** – A salinity assessment must be undertaken for the approved development in accordance with the EPA Booklet "Site Investigation For Urban Salinity". Where soils or ground water are aggressive to building materials a separate salinity management plan (SMP) that incorporates the construction requirements of the relevant Australian Standards shall be provided to the Certifying Authority with the Construction Certificate application.

Alternatively, the approved development must comply with the salinity design/management requirements of Council's Engineering Specifications in lieu of a separate SMP.

- (6) **Civil Engineering Plans** - Civil engineering plans indicating drainage, roads, accessways, earthworks, pavement design, details of line-marking, traffic management, water quality and quantity facilities including stormwater detention and disposal, shall be prepared in accordance with the approved plans and Council's Engineering Design and Construction Specifications. Details demonstrating

compliance shall be provided to the Certifying Authority with the Construction Certificate application.

A stormwater plan is to be submitted to the Certifying Authority prior to the augmentation of the existing drainage system to accommodate drainage from the approved development and to protect other property to the satisfaction of the Certifying Authority.

Note – Under the *Roads Act 1993*, only the Roads Authority can approve commencement of works within an existing road reserve.

- (7) **Soil, Erosion, Sediment and Water Management** - An erosion and sediment control plan shall be prepared in accordance with Council's Engineering Specifications. Details demonstrating compliance shall be provided to the Certifying Authority with the Construction Certificate application.

- (8) **Damages Bonds** - The applicant is to lodge a bond with Council to ensure any damage to existing public infrastructure is rectified in accordance with Council's Development Infrastructure Bonds Policy.

Note – An administration fee is payable upon the lodgement of a bond with Council.

- (9) **Garbage Room** - Plans showing the location and details of garbage room(s) and room(s) used for the washing and storage of garbage receptacles shall be provided to the Certifying Authority for approval. Garbage room(s) are to be constructed of solid material, cement rendered and trowelled to a smooth even surface. Floors are to be impervious, coved, graded and drained to an appropriate floor waste connection. Walls are to be smooth impervious surfaces. Ventilation, pest proofing and a hose tap must be provided.

- (10) **Detailed Lighting Plan** – A detailed lighting plan shall be submitted to the Certifying Authority with the Construction Certificate application. The plan must demonstrate that the orientation and intensity of lighting will comply with AS 4282 and AS 1158.

3.0 - Prior to Commencement of Works

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

- (1) **Public Liability Insurance** - The owner or contractor shall take out a Public Liability Insurance Policy with a minimum cover of \$20 million in relation to the occupation of, and works within, public property (i.e. kerbs, gutters, footpaths, walkways, reserves, etc) for the full duration of the proposed works. Evidence of this Policy shall be provided to Council and the Certifying Authority.
- (2) **Notice of PCA Appointment** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 103 of the EP&A Regulation 2000. The notice shall include:
- a) a description of the work to be carried out;
 - b) the address of the land on which the work is to be carried out;
 - c) the registered number and date of issue of the relevant development consent;

- d) the name and address of the PCA, and of the person by whom the PCA was appointed;
 - e) if the PCA is an accredited certifier, his, her or its accreditation number, and a statement signed by the accredited certifier consenting to being appointed as PCA; and
 - f) a telephone number on which the PCA may be contacted for business purposes.
- (3) **Notice of Commencement of Work** - Notice shall be given to Council at least two (2) days prior to subdivision and/or building works commencing in accordance with Clause 104 of the EP&A Regulation 2000. The notice shall include:
- a) the name and address of the person by whom the notice is being given;
 - b) a description of the work to be carried out;
 - c) the address of the land on which the work is to be carried out;
 - d) the registered number and date of issue of the relevant development consent and construction certificate;
 - e) a statement signed by or on behalf of the PCA/developer (only where no PCA is required) to the effect that all conditions of the consent that are required to be satisfied prior to the work commencing have been satisfied; and
 - f) the date on which the work is intended to commence.
- (4) **Construction Certificate Required** - In accordance with the provisions of Section 81A of the *EP&A Act 1979*, construction or subdivision works approved by this consent shall not commence until the following has been satisfied:
- a) a Construction Certificate has been issued by a Certifying Authority;
 - b) a Principal Certifying Authority (PCA) has been appointed by the person having benefit of the development consent in accordance with Section 109E of the *EP&A Act 1979*;
 - c) if Council is not the PCA, Council is notified of the appointed PCA at least two (2) days before building work commences;
 - d) the person having benefit of the development consent notifies Council of the intention to commence building work at least two (2) days before building work commences; and
 - e) the PCA is notified in writing of the name and contractor licence number of the owner/builder intending to carry out the approved works.
- (5) **Sign of PCA and Contact Details** - A sign shall be erected in a prominent position on the site stating the following:
- a) that unauthorised entry to the work site is prohibited;

- b) the name of the principal contractor (or person in charge of the site) and a telephone number on which that person can be contacted at any time for business purposes and outside working hours; and
- c) the name, address and telephone number of the PCA.

The sign shall be maintained while the work is being carried out, and shall be removed upon the completion of works.

- (6) **Site is to be Secured** - The site shall be secured and fenced.
- (7) **Soil Erosion and Sediment Control** - Soil erosion and sediment controls must be implemented prior to works commencing on the site in accordance with 'Managing Urban Stormwater – Soils and Construction ('the blue book') and any Sediment and Erosion plans approved with this development consent.
- (8) **Dilapidation Report – Council Property** - A dilapidation report prepared by a suitably qualified person, including a photographic survey of existing public roads, kerbs, footpaths, drainage structures, street trees and any other existing public infrastructure within the immediate area of the site shall be prepared. The report must be submitted to the PCA and Council at least 2 days prior to the commencement of works.
Should any public property or the environment sustain damage during the course of and as a result of construction, or if the construction works put Council's assets or the environment at risk, Council may carry out any works necessary to repair the damage or remove the risk. The costs incurred will be deducted from the applicant's damages bond.
- (9) **Traffic Management Plan** - A traffic management plan shall be prepared in accordance with Council's Engineering Specifications and AS 1742.3. The plan must be submitted to the PCA.
- (10) **Construction Waste Management Plan** - A construction waste management plan must be prepared for all construction work on the site. The plan must incorporate the following:
 - (a) the concept of recycling and reuse where practicable;
 - (b) include the requirement to dispose of material not suitable for reuse or recycling at a licenced waste facility;
 - (c) remove adding plasterboard directly to landscaping on site as a reuse option; and,
 - (d) specify a waste contractor.

The plan must be kept on site for compliance until the completion of all construction works.

4.0 - During Works

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

- (1) **Construction Hours** - All work (including delivery of materials) shall be restricted to the hours of 7.00am to 5.00pm Monday to Saturday inclusive. Work is not to be carried out on Sundays or Public Holidays.
- (2) **Compliance with BCA** - All building work shall be carried out in accordance with the requirements of the BCA.
- (3) **Excavations and Backfilling** - All excavations and backfilling associated with this development consent shall be executed safely, and be properly guarded and protected to prevent them from being dangerous to life or property, and in accordance with the design of a suitably qualified structural engineer.

If an excavation extends below the level of the base of the footings of a building on an adjoining allotment, the person causing the excavation shall:

- a) preserve and protect the building from damage;
- b) if necessary, underpin and support the building in an approved manner; and
- c) give at least seven (7) days notice to the adjoining owner before excavating, of the intention to excavate.

The principal contractor, owner builder or any person who needs to excavate and undertake building work, shall contact "Dial Before You Dig" prior to works commencing, and allow a reasonable period of time for the utilities to provide locations of their underground assets.

This condition does not apply if the person having the benefit of the development consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying.

- (4) **Retaining Walls** - The following restrictions apply to any retaining wall erected within the allotment boundaries:
 - a) retaining walls shall be constructed a minimum of 300mm from any property boundary to ensure all associated drainage and backfill remain wholly within the subject property;
 - b) adequate provisions shall be made for surface and subsurface drainage of retaining walls and all water collected shall be diverted to, and connected to, a stormwater disposal system within the property boundaries;
 - c) retaining walls shall not be erected within drainage easements; and
 - d) retaining walls shall not be erected in any other easement present on the land without the approval of the relevant authority benefited.
- (5) **Site Management** - The following practices are to be implemented during construction:
 - a) stockpiles of topsoil, sand, aggregate, spoil or other material shall be kept clear of any drainage path, easement, natural watercourse, kerb or road surface and shall have measures in place to prevent the movement of such material off site;

- b) builder's operations such as brick cutting, washing tools, concreting and bricklaying shall be confined to the building allotment. All pollutants from these activities shall be contained on site and disposed of in an appropriate manner;
 - c) waste shall not be burnt or buried on site or any other properties, nor shall wind-blown rubbish be allowed to leave the site. All waste shall be disposed of at a licenced waste disposal facility;
 - d) a waste control container shall be located on the site;
 - e) all building materials, plant, equipment and waste control containers shall be placed on the building site. Building materials, plant and equipment (including water closets), shall not to be placed on public property (footpaths, roadways, public reserves, etc);
 - f) toilet facilities shall be provided at, or in the vicinity of, the work site at the rate of 1 toilet for every 20 persons or part thereof employed at the site. Each toilet shall:
 - i) be a standard flushing toilet connected to a public sewer; or
 - ii) have an on-site effluent disposal system approved under the *Local Government Act 1993*; or
 - iii) be a temporary chemical closet approved under the *Local Government Act 1993*.
- (6) **Removal of Waste Materials** - Where there is a need to remove any identified materials from the site that contain fill/rubbish/asbestos, the waste material shall be assessed and classified in accordance with the NSW EPA Waste Classification Guidelines 2014 (refer to: www.epa.nsw.gov.au/wasteregulation/classify-guidelines.htm)
- Once assessed, the materials shall be disposed of to a licensed waste facility suitable for that particular classification of waste. Copies of tipping dockets shall be retained and supplied to Council upon request.
- (7) **Noise During Work** - Noise levels emitted during works shall be restricted to comply with the construction noise control guidelines set out in Chapter 171 of the NSW Environment Protection authority's Environmental Noise Control Manual.
- (8) **Fill Material (VENM)** - Prior to the importation and/or placement of any fill material on the subject site, a validation report and sampling location plan for such material must be provided to and approved by the PCA.
- The validation report and associated sampling location plan must:
- a) be prepared by a person with experience in the geotechnical aspects of earthworks; and
 - b) be endorsed by a practising engineer with Specific Area of Practice in Subdivisional Geotechnics; and
 - c) be prepared in accordance with;

Virgin Excavated Natural Material (VENM):

- i) the Department of Land and Water Conservation publication "Site investigation for Urban Salinity;" and
 - ii) the Department of Environment and Conservation - Contaminated Sites Guidelines "Guidelines for the NSW Site Auditor Scheme (Second Edition) - Soil Investigation Levels for Urban Development Sites in NSW."
- d) confirm that the fill material;
- i) provides no unacceptable risk to human health and the environment;
 - ii) is free of contaminants;
 - iii) has had salinity characteristics identified in the report, specifically the aggressiveness of salts to concrete and steel (refer Department of Land and Water Conservation publication "Site investigation for Urban Salinity");
 - iv) is suitable for its intended purpose and land use; and
 - v) has been lawfully obtained.

Sampling of VENM for salinity of fill volumes:

- e) less than 6000m³ - 3 sampling locations; and
- f) greater than 6000m³ - 3 sampling locations with 1 extra location for each additional 2000m³ or part thereof.

For e) and f) a minimum of 1 sample from each sampling location must be provided for assessment.

Sampling of VENM for contamination and salinity must be undertaken in accordance with the following table:

Classification of Fill Material	No of Samples Per Volume	Volume of Fill (m ³)
Virgin Excavated Natural Material	1 (see Note)	1000 or part thereof

Note – Where the volume of each fill classification is less than that required above, a minimum of 2 separate samples from different locations must be taken.

- (9) **Offensive Noise, Dust, Odour and Vibration** - All work shall not give rise to offensive noise, dust, odour or vibration as defined in the *Protection of the Environment Operations Act 1997* when measured at the property boundary.
- (10) **Erosion and Sedimentation Control** - Soil erosion and sedimentation controls are required to be maintained for the duration of the works. The controls must be undertaken in accordance with version 4 of the *Soils and Construction – Managing Urban Stormwater manual (Blue Book)*.

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

- (11) **Unexpected Finds Contingency (General)** - Should any suspect materials (identified by unusual staining, odour, discolouration or inclusions such as building rubble, asbestos, ash material, etc.) be encountered during any stage of works (including earthworks, site preparation or construction works, etc.), such works shall cease immediately until a qualified environmental specialist has been contacted and conducted a thorough assessment.

In the event that contamination is identified as a result of this assessment and if remediation is required, all works shall cease in the vicinity of the contamination and Council shall be notified immediately.

Where remediation work is required, the applicant will be required to obtain consent for the remediation works.

- (12) **Traffic Management Plan Implementation** - All traffic management procedures and systems identified in the approved traffic management plan shall be introduced and maintained during construction of the development to ensure safety and to minimise the effect on adjoining pedestrian and traffic systems.
- (13) **Site Signage** - A sign shall be erected at all entrances to the development site and be maintained until the construction works are completed. The sign shall be constructed of durable materials, be a minimum of 1200mm x 900mm, and read as follows:

"WARNING UP TO \$8,000 FINE. It is illegal to allow soil, cement slurry or other building materials to enter, drain or be pumped into the stormwater system. Camden Council (02 4654 7777) – Solution to Pollution."

The wording shall be a minimum of 120mm high and the remainder a minimum of 60mm high. The warning and fine details shall be in red bold capitals and the remaining words in dark coloured lower case letters on a white background, surrounded by a red border.

- (14) **Vehicles Leaving the Site** - The construction supervisor must ensure that:
- g) all vehicles transporting material from the site cover such material so as to minimise sediment transfer;
 - h) the wheels of vehicles leaving the site:
 - iv) do not track soil and other waste material onto any public road adjoining the site; and
 - v) fully traverse the site's stabilised access point.
- (15) **Soil, Erosion, Sediment and Water Management – Implementation** - All requirements of the erosion and sediment control plan and/or soil and water management plan shall be maintained at all times during the works and any measures required by the plan shall not be removed until the site has been stabilised.

5.0 - Prior to Issue of an Occupation Certificate

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

- (1) **Occupation Certificate Required**- An Occupation Certificate shall be obtained prior to any use or occupation of the development.
- (2) **Compliance Certificate** - Once the installation of the mechanical ventilation system is completed, a Certificate of Compliance prepared by a suitably qualified mechanical engineer with details of tests carried out shall be provided to the PCA. Verification shall be provided that the air handling system as installed has been tested and complies with the approved plans and specifications, including ventilation requirements and fire precautions.
- (3) **Fire Safety Certificates** - A Fire Safety Certificate shall be provided to the PCA in accordance with the requirements of the EP&A Regulation 2000.
- (4) **Survey Certificate** - A registered surveyor shall prepare a Survey Certificate to certify that the location of the building in relation to the allotment boundaries complies with the approved plans or as specified by this consent. The Survey Certificate shall be provided to the satisfaction of the PCA.
- (5) **Services** - Certificates and/or relevant documents shall be obtained from the following service providers and provided to the PCA:
 - a) Energy supplier – A Notice of Arrangement for the provision of distribution of electricity from Endeavour Energy to service the proposed development;
 - b) Telecommunications – Evidence demonstrating that satisfactory arrangements have been made with a telecommunications carrier to service the proposed development; and
 - c) Water supplier – A Section 73 Compliance Certificate demonstrating that satisfactory arrangements have been made with a water supply provider to service the proposed development.

The assessment will determine the availability of water and sewer services, which may require extension, adjustment or connection to Sydney Water mains. Sydney Water will assess the development and if required will issue a Notice of Requirements letter detailing all requirements that must be met. Applications can be made either directly to Sydney Water or through a Sydney Water accredited Water Servicing Coordinator (WSC). Go to www.sydneywater.com.au/section73 or phone 1300 082 746 to learn more about applying through an authorised WSC or Sydney Water.
- (6) **Completion of Landscape Works** - All landscape works, including the removal of noxious weed species, are to be undertaken in accordance with the approved landscape plan and conditions of this development consent.
- (7) **Food Premises** - The following notifications shall occur:
 - a) Council shall be notified that the premises is being used for the preparation, manufacture or storage of food for sale and an inspection of the completed fit

out is to be conducted. A 'Food Business Registration' form can be found on Council's website; and

- b) the NSW Food Authority shall be notified and a copy of the notification shall be provided to Council. Notification can be completed on the NSW Food Authority website.
- (8) **Mechanical Exhaust System** - A Certificate of Compliance prepared by a suitably qualified engineer confirming that the mechanical exhaust systems have been designed, constructed and installed in accordance with the relevant requirements of Clause F4.12 of the BCA and AS1668 Parts 1 and 2, shall be provided to the PCA. Certification shall be provided that the air handling system as installed has been tested and complies with the approved plans and specifications, including ventilation requirements and fire precautions.
- (9) **Acoustic Compliance Report** – A report shall be prepared by an independent acoustic consultant and be submitted to the PCA certifying that noise levels from the use of the ventilation equipment, kitchen exhausts and any other plant associated with the building comply with the following criteria when measured at the nearest residential boundary:
- 40 dB(A) 7am – 6pm;
 - 38 dB(A) 6pm – 10pm; and
 - 35 dB(A) 10pm – 7am.

All noise attenuation materials and structures used for the mitigation control of noise must be compliant with the conditions of this development consent.

For any non-compliance, the report must make recommendations for compliance or further attenuation of noise sources and these recommendations will be enforced by Council at the cost of the owner/occupier.

The owner/occupier must then provide a supplementary acoustic report to the PCA certifying that all compliance works have been completed and that noise levels comply with the above criteria.

- (10) **Storage Of Waste Oil** - The premises shall contain adequate holding facilities for the reception of waste oil and a contract for the recycling of this oil shall be provided to the PCA.
- (11) **Reinstate Verge** - The applicant shall construct and/or reconstruct the unpaved verge area with grass, species and installations approved by Council.
- (12) **Waste Management Plan** - The PCA shall ensure that all works have been completed in accordance with the approved waste management plan referred to in this development consent.
- (13) **Waste Collection Contract** - The building owner shall ensure that there is a contract with a licensed contractor for the removal of all waste. A copy of the contract is to be held on the premises at all times.

6.0 – Ongoing Use

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

- (1) **Maintenance of Landscaping** - Landscaping shall be maintained in accordance with the approved landscape plan.
- (2) **Landscaping Maintenance Establishment Period** - Commencing from the date of practical completion, the applicant will have the responsibility to establish and maintain all hard and soft landscaping elements associated with this consent.

The 12 month maintenance and establishment period includes the applicant's responsibility for the establishment, care and repair of all landscaping elements including all street tree installations, plantings, lawn and hardscape elements including paths, walls, bins, seats, BBQs, shelters, playground equipment and soft fall treatments.

The date of practical completion is taken to mean completion of all civil works, soil preparation and treatment and initial weed control, and completion of all planting, turf installation, street tree installation and mulching.

At the completion of the 12 month landscaping maintenance and establishment period, all hard and soft landscaping elements (including any nature strip and road verge areas, street trees, street tree protective guards and bollards, etc) shall be in an undamaged, safe and functional condition and all plantings have signs of healthy and vigorous growth.

At the completion of the maintenance and establishment period, the landscaping works shall comply with the approved landscape plans and all improvements be in full working order.

- (3) **Display of Goods on Footpath** - No goods are to be displayed outside the confines of the building.
- (4) **Discharge into Waterways** - No wastewater, chemicals or other substances shall be permitted to discharge to the waterway that runs through the site or Council's stormwater system. Only clean, unpolluted water is permitted to discharge. All liquids (such as oils lubricants, hydraulic fluids, fuel, paints, detergents and any other chemicals) shall be stored in a covered and suitably bunded area.
- (5) **Liquid Spills** - Sufficient supplies of appropriate absorbent materials and other spill prevention and clean-up materials shall be kept on site to recover any liquid spillage. Liquid spills shall be cleaned up using dry methods, by placing absorbent material on the spill and sweeping or shovelling the material into a secure bin. Materials used to clean up shall be disposed of to an appropriately licensed waste facility.
- (6) **Storage of goods** - The storage of goods and materials shall be confined within the building. At no time shall goods, materials or advertising signs be displayed or placed within the designated car parking spaces, landscaped areas or road reserve.
- (7) **Amenity** - The approved development shall be conducted and patrons controlled at all times so that no interference occurs to the amenity of the area, the footpath, adjoining occupations or residential/business premises.
- (8) **Offensive Noise** - The use and occupation of the premises including all plant and equipment shall not give rise to any offensive noise within the meaning of the *Protection of the Environment Operations Act 1997* and shall comply with the NSW Industrial Noise Policy 2000 (as amended).

- (9) **Food Premises** - All equipment (including pie warmers, hot food display units, etc) used for the display or storage of hot food shall maintain the food at a temperature of not less than 60°C.

All equipment used for the display or storage of cold food shall maintain the food at a temperature of not more than 5°C.

A food business must, at food premises where potentially hazardous food is handled, have a temperature measuring device (eg probe thermometer) that:

- a) Is readily accessible; and
- b) Can accurately measure the temperature of potentially hazardous food to +/-1oC

A suitable waste contractor(s) must be engaged for the removal of wastes generated at the premises. All bins and waste storage facilities at the premises are to be sealed and emptied on a regular basis to prevent odour, vermin and fire hazards from occurring.

- (10) **Music and/or Amplifiers** - Music and other amplified sound, including recorded or broadcast programmes or the like, played on the premises, shall be controlled so as not to cause any distraction or disturbance to nearby or adjacent residents, pedestrians or motorists, and shall only be audible within the property boundaries.

- (11) **Manoeuvring of Vehicles** - All vehicles shall enter and exit the site in a forward direction.

- (12) **Parking – Signage (Loading docks)** - Proposed parking areas, service bays, truck docks, driveways and turning areas shall be maintained clear of obstructions and be used exclusively for purposes of car parking, loading/ unloading, and vehicle access respectively for the life of the development. Under no circumstances are such areas to be used for the storage of goods or waste materials.

- (13) **Disposal of Waste Oil and By-Products** - All waste oil, grease and associated products shall be transferred to a waste disposal depot or recycling facility, approved for the reception of such materials by an appropriate liquid waste contractor.

All waste disposal shall be in accordance with the EPA's waste tracking requirements. Under the waste tracking requirements all documentation relating to waste disposal shall be kept for 4 years. This documentation shall be made available at the request of Council.

- (14) **Number of Employees** - The number of people working on the premises shall not exceed 8 at any given time.

- (15) **Removal of Graffiti** - The owner/manager of the site is responsible for the removal of all graffiti from the building and fences within 48 hours of its application.

- (16) **Hours of Operation** - The property is only to be open for business and used for the purpose approved within the following hours:

24 hours, 7 days a week.

- (17) **Loading to Occur on Site** - All loading and unloading operations are to be carried out wholly within the building/site.

The loading dock (if provided) shall be used for loading and unloading operations in connection with the approved use.

- (18) **Occupant Capacity – Restaurant** - The seating capacity of the restaurant is restricted to a maximum of 38 patrons at any one time. A notice is to be displayed in the premises stating that:

- a) the maximum total occupancy of the premises allowed by this consent is 38 persons/seats; and

Footpath seating is not to be provided unless separate approval and a licence under the *Roads Act 1993* is obtained from Council.

- (19) **Approved Signage Maintenance** - The approved sign(s) shall be maintained in a presentable and satisfactory state of repair. Where illumination has been approved, the level of illumination and/or lighting intensity used to illuminate the sign/s shall comply with AS 1158 and AS 4282.

- (20) **Driveways to be Maintained** - All access crossings and driveways shall be maintained in good order for the life of the development.

- (21) **Parking Areas to be Kept Clear of Litter** - At all times, the loading, car parking spaces, driveways and footpaths shall be kept clear of litter. KFC litter must be collected by staff from within the site and the immediate area on a daily basis.

- (22) **Largest Waste Service Vehicle** – The largest waste vehicle to service the site shall be a heavy rigid vehicle up to 10.1m long.

- (23) **Collection of Waste** – The site shall only be serviced by waste collection vehicles outside of core business hours between the hours of 7:00am-9:00am on weekdays and 8:00am-10:00am on Saturdays.

- (24) **Largest Delivery Vehicle** – The largest delivery vehicle to service the site shall be a medium rigid vehicle up to 8.8m long.

- (25) **Store Deliveries** – Store deliveries must be restricted to the 7:00am-10:00pm, 7 days a week. No deliveries are to occur between 10:00pm and 7:00am.

- (26) **Plant Equipment** – All air conditioning plant and refrigeration plant equipment is to be located to the west of the building at ground level within the designated 'Plant Area' identified on the Proposed Ground Floor Plan drawing no. 2871/A100 Rev D, dated 23 March 2017.

Reasons for Conditions:

- (1) To ensure that the development complies with statutory requirements including the *Environmental Planning and Assessment Act 1979*, the *Environmental Planning and Assessment Regulation 2000*, the *Building Code of Australia* and applicable Australian Standards.

ORD01

- (2) To ensure that the development meets the aims, objectives and requirements of the environmental planning instruments, development controls plans, Council policies and Section 94 contribution plans that apply to the site and development.
- (3) To ensure that the development complies with the submitted plans and supporting documentation.
- (4) To ensure that the development will be constructed/operated in a manner that will minimise impacts upon the environment.

Attachment 1



FOR THE PURPOSES OF THE LOCAL GOVERNMENT ACT 2002, THIS PLAN IS A PROPOSED SITE PLAN FOR THE DEVELOPMENT OF A RESTAURANT AND CAR PARK AT THE SITE OF THE FORMER WOOLWORTHS CAR PARK, 107 WIMBORNE ROAD, SPRING PARK, NEWCASTLE UPON TYNE, NORTH EAST ENGLAND, NE11 1JG.

NO.	DATE	DESCRIPTION
1	15/01/2017	PRELIMINARY SITE PLAN
2	15/01/2017	REVISED SITE PLAN FOR APPROVAL
3	15/01/2017	REVISED SITE PLAN FOR APPROVAL
4	15/01/2017	REVISED SITE PLAN FOR APPROVAL
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- GENERAL**
- EXISTING BUILDINGS
 - NEW BUILDINGS
 - EXISTING PARKING
 - NEW PARKING
 - EXISTING LANDSCAPE
 - NEW LANDSCAPE
 - EXISTING FENCING
 - NEW FENCING
 - EXISTING LIGHTING
 - NEW LIGHTING
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LEGEND

- EXISTING BUILDINGS
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Flannikens Architects

107 WIMBORNE ROAD, SPRING PARK, NEWCASTLE UPON TYNE, NE11 1JG. TEL: 0191 277 1111. WWW.FLANNIKENS.CO.UK

KFC

KFC SPRING FARM
107 WIMBORNE ROAD, SPRING PARK, NEWCASTLE UPON TYNE, NE11 1JG.

SITE PLAN - PROPOSED

NO.	DATE	DESCRIPTION
1	15/01/2017	PRELIMINARY SITE PLAN
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PROPERTY DESCRIPTION

107 WIMBORNE ROAD, SPRING PARK, NEWCASTLE UPON TYNE, NE11 1JG.

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Attachment 2



GENERAL NOTES:
 1. ALL WORK TO BE ACCORDANCE WITH THE NEW ZEALAND BUILDING ACT 2004 AND THE BUILDING REGULATIONS 2004.
 2. THE DESIGNER HAS CONSIDERED THE EFFECTS OF THE PROPOSED DEVELOPMENT ON THE SURROUNDING ENVIRONMENT AND HAS TAKEN REASONABLE STEPS TO MINIMIZE ANY ADVERSE EFFECTS.
 3. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL COUNCIL.
 4. THE DESIGNER HAS CONSIDERED THE EFFECTS OF THE PROPOSED DEVELOPMENT ON THE SURROUNDING ENVIRONMENT AND HAS TAKEN REASONABLE STEPS TO MINIMIZE ANY ADVERSE EFFECTS.
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PROPERTY DESCRIPTION:
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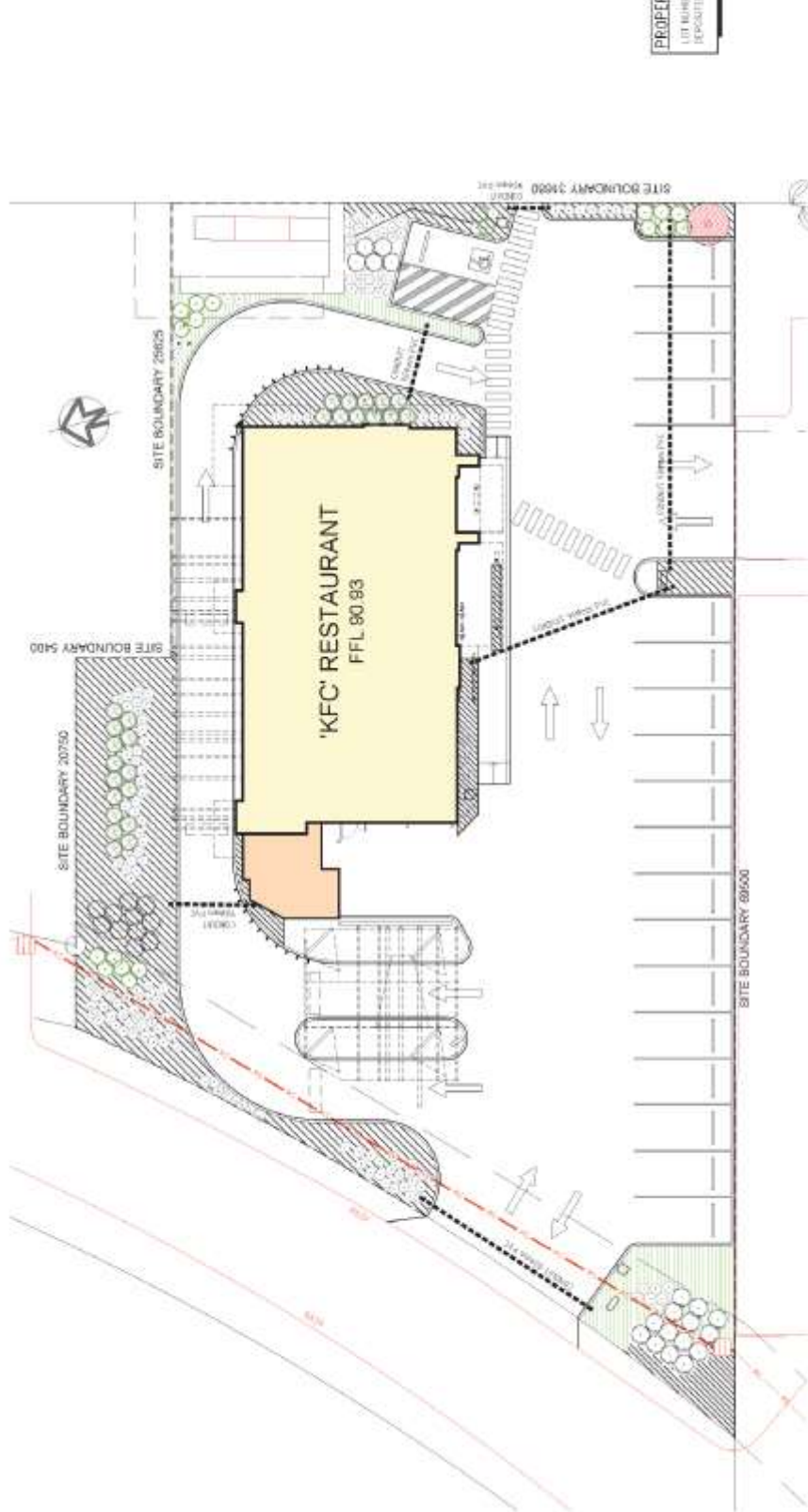
FLAMMABLES Architects
 ARCHITECTS

KFC
 RESTAURANT

KFC SPRING FARM
 LOT 2 RICHARDSON ROAD
 SPRING FARM NSW

SITE - LANDSCAPE PLAN

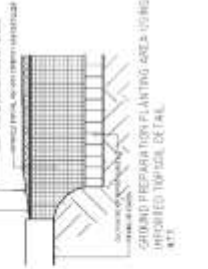
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PLANT SCHEDULE:

TYPE	QUANTITY	SIZE
1. TREE (MATURE)	10	1000mm
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NOTES:
 1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
 2. ALL WALLS ARE 100MM THICK UNLESS OTHERWISE SPECIFIED.
 3. ALL DOORS ARE 2100MM HIGH AND 900MM WIDE UNLESS OTHERWISE SPECIFIED.
 4. ALL WINDOWS ARE 1200MM HIGH AND 1500MM WIDE UNLESS OTHERWISE SPECIFIED.
 5. ALL FLOORS ARE TO BE FINISHED TO THE FINISH LEVEL INDICATED ON THE PLAN.
 6. ALL ROOFS ARE TO BE FINISHED TO THE FINISH LEVEL INDICATED ON THE PLAN.
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Reinakers Architects

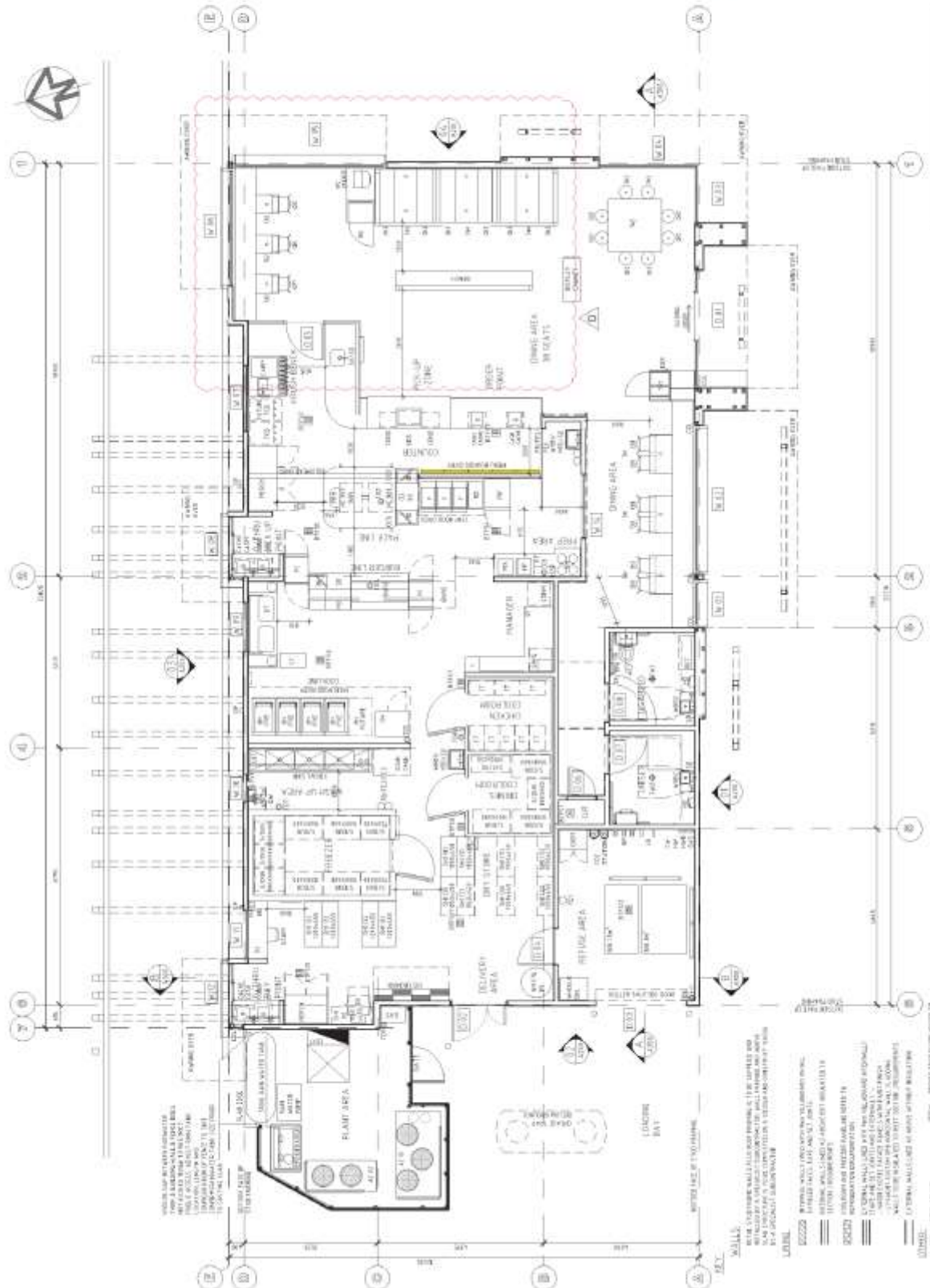
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 TEL: 09 308 8888
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100/100 COLLEGE STREET, SUITE 100
 AUCKLAND, NEW ZEALAND
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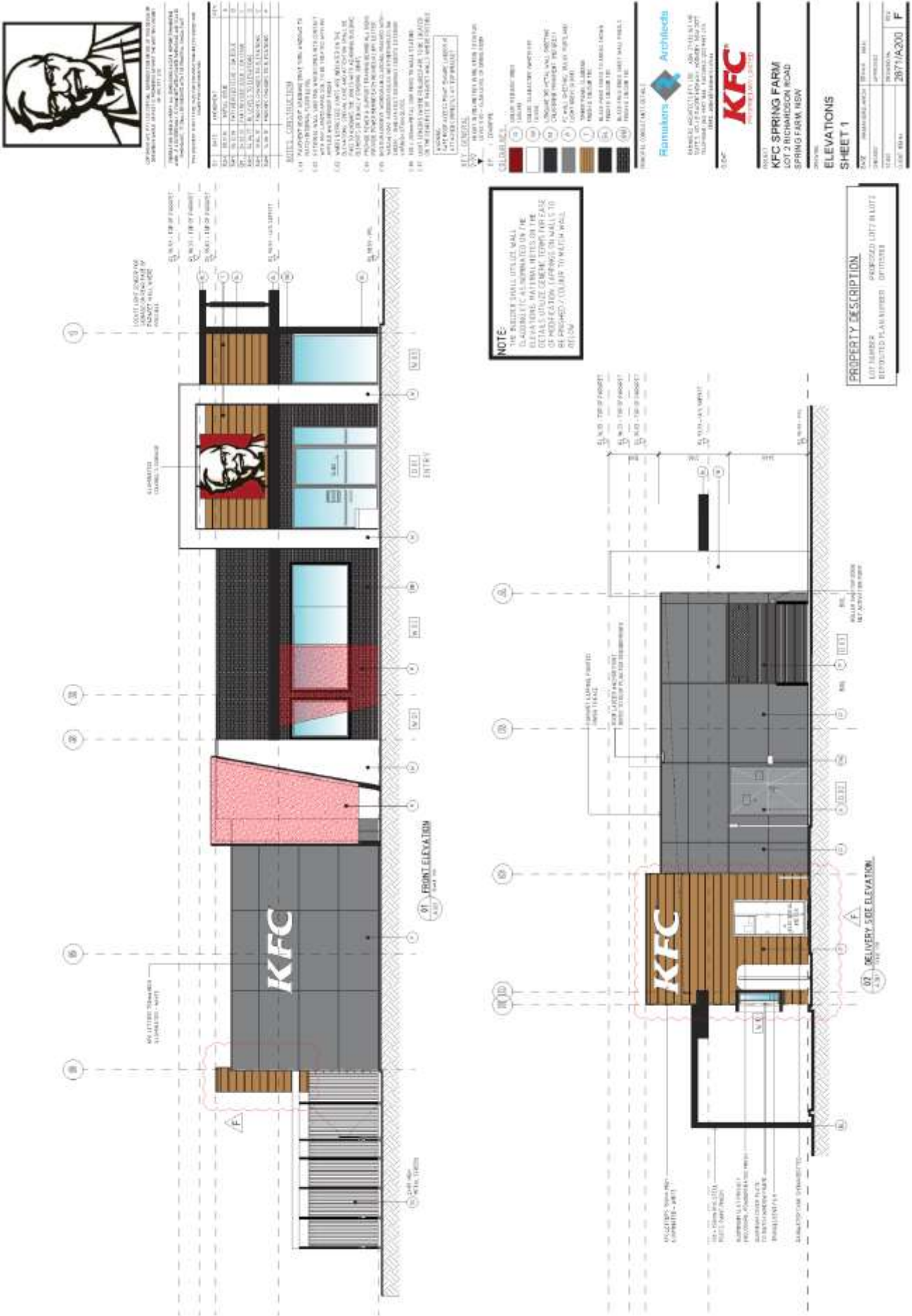
PROPOSED FLOOR PLAN

PROJECT NAME	PROPOSED FLOOR PLAN
CLIENT	REINAKERS ARCHITECTS
DATE	2017/10/10
DRAWN BY	D



PROPERTY DESCRIPTION

LOT NUMBER	PROPOSED LOT 1 UNIT
OPERATED BY	REINAKERS ARCHITECTS





NOTES:

1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN METERS.
2. FINISH FLOOR LEVEL IS INDICATED BY 'FL'.
3. FINISH FINISHES ARE AS SHOWN ON THE DRAWING.
4. ALL WORK IS TO BE ACCORDING TO THE NZS 3601:2011 BUILDING CODE.
5. ALL WORK IS TO BE ACCORDING TO THE NZS 3602:2011 BUILDING CODE.
6. ALL WORK IS TO BE ACCORDING TO THE NZS 3603:2011 BUILDING CODE.
7. ALL WORK IS TO BE ACCORDING TO THE NZS 3604:2011 BUILDING CODE.
8. ALL WORK IS TO BE ACCORDING TO THE NZS 3605:2011 BUILDING CODE.
9. ALL WORK IS TO BE ACCORDING TO THE NZS 3606:2011 BUILDING CODE.
10. ALL WORK IS TO BE ACCORDING TO THE NZS 3607:2011 BUILDING CODE.

NOTES - CONSTRUCTION

1. ALL WORK IS TO BE ACCORDING TO THE NZS 3601:2011 BUILDING CODE.

2. FINISH FLOOR LEVEL IS INDICATED BY 'FL'.

3. FINISH FINISHES ARE AS SHOWN ON THE DRAWING.

4. ALL WORK IS TO BE ACCORDING TO THE NZS 3602:2011 BUILDING CODE.

5. ALL WORK IS TO BE ACCORDING TO THE NZS 3603:2011 BUILDING CODE.

6. ALL WORK IS TO BE ACCORDING TO THE NZS 3604:2011 BUILDING CODE.

7. ALL WORK IS TO BE ACCORDING TO THE NZS 3605:2011 BUILDING CODE.

8. ALL WORK IS TO BE ACCORDING TO THE NZS 3606:2011 BUILDING CODE.

9. ALL WORK IS TO BE ACCORDING TO THE NZS 3607:2011 BUILDING CODE.

FINISHES

1	PAINT	WHITE
2	PAINT	BLACK
3	PAINT	GREY
4	PAINT	BROWN
5	PAINT	RED
6	PAINT	ORANGE
7	PAINT	YELLOW
8	PAINT	GREEN
9	PAINT	BLUE
10	PAINT	PURPLE
11	PAINT	PINK
12	PAINT	TEAL
13	PAINT	LAVENDER
14	PAINT	MAUVE
15	PAINT	PEACH
16	PAINT	PLUM
17	PAINT	SLATE
18	PAINT	NAVY
19	PAINT	CHARCOAL
20	PAINT	IRON OXIDE
21	PAINT	ANTHRACITE
22	PAINT	SLATE GREY
23	PAINT	SLATE BLUE
24	PAINT	SLATE BLACK
25	PAINT	SLATE GREY
26	PAINT	SLATE BLUE
27	PAINT	SLATE BLACK
28	PAINT	SLATE GREY
29	PAINT	SLATE BLUE
30	PAINT	SLATE BLACK

PROJECT INFORMATION

Project Name: KFC Spring Farm

Client: KFC

Architect: Ramblers Architects

KFC

RAMBLERS ARCHITECTS LTD. 1001 FITZROY ROAD, AUCKLAND 1010, NEW ZEALAND

PHONE: 09 308 6666 FAX: 09 308 6667

WWW.RAMBLERSARCHITECTS.CO.NZ

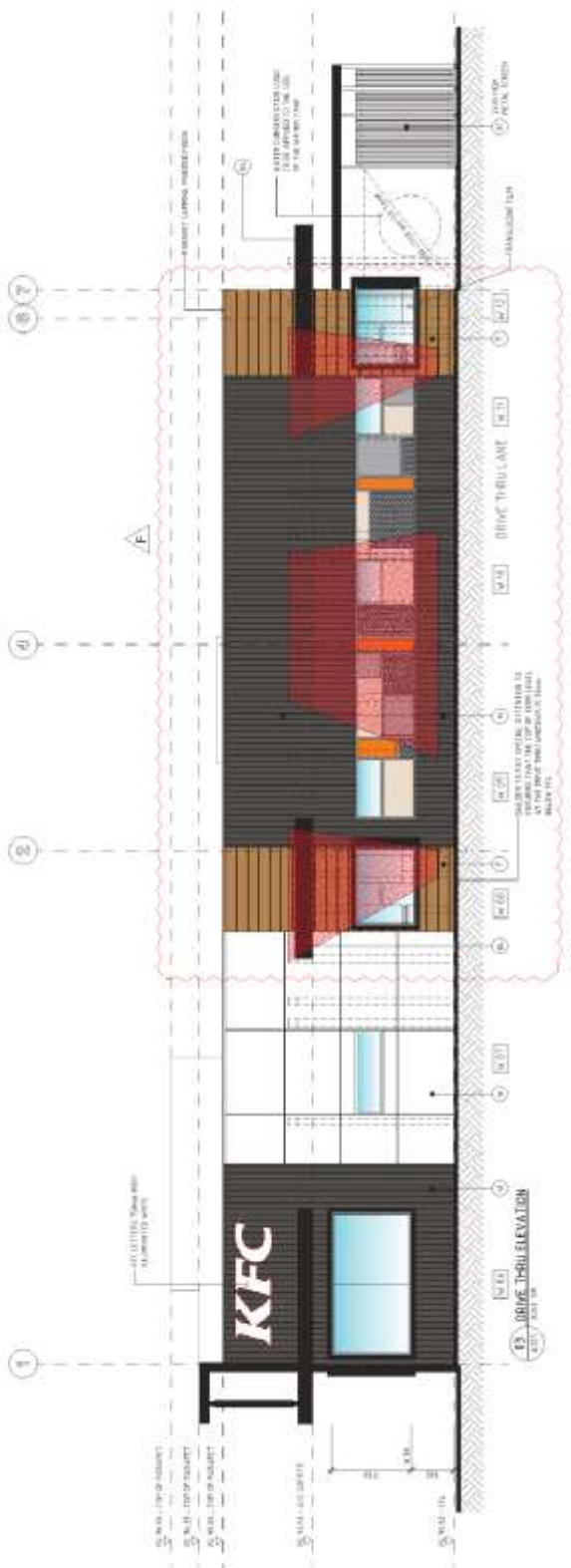
KFC SPRING FARM

2 BUCHANAN ROAD, SPRING FARM, HBN

ELEVATIONS

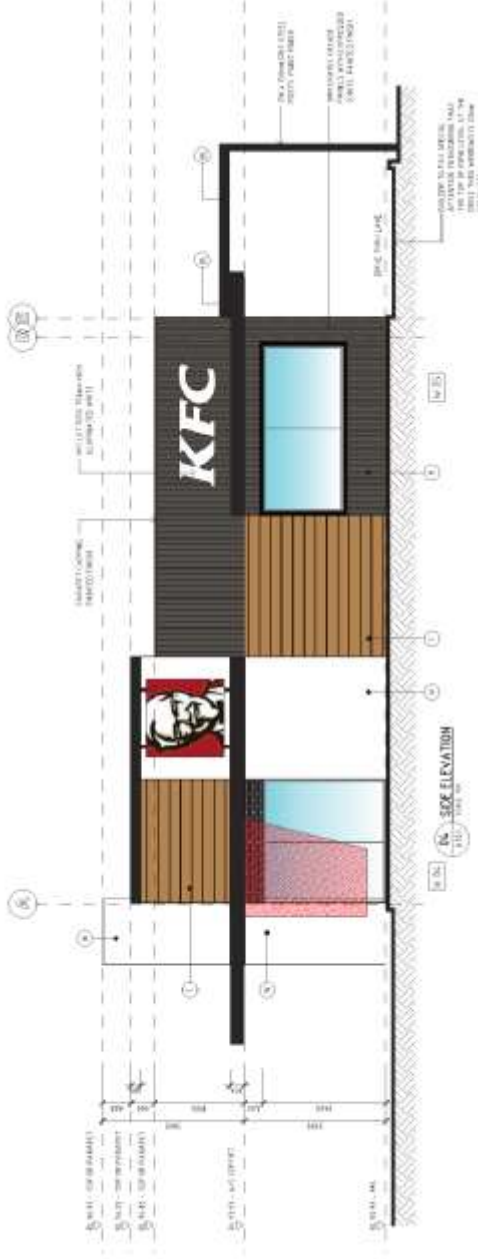
SHEET 2

DATE	2017/10/20
BY	RAMBLERS ARCHITECTS
FOR	KFC
PROJECT	2877/A/2017
SHEET	F



NOTE:

THE RUBBER SHELL OF THE WALL CLADDING IS AS SHOWN IN THE SECTION. THE RUBBER SHELL OF THE CLADDING IS AS SHOWN IN THE SECTION. THE RUBBER SHELL OF THE CLADDING IS AS SHOWN IN THE SECTION.



PROPERTY DESCRIPTION

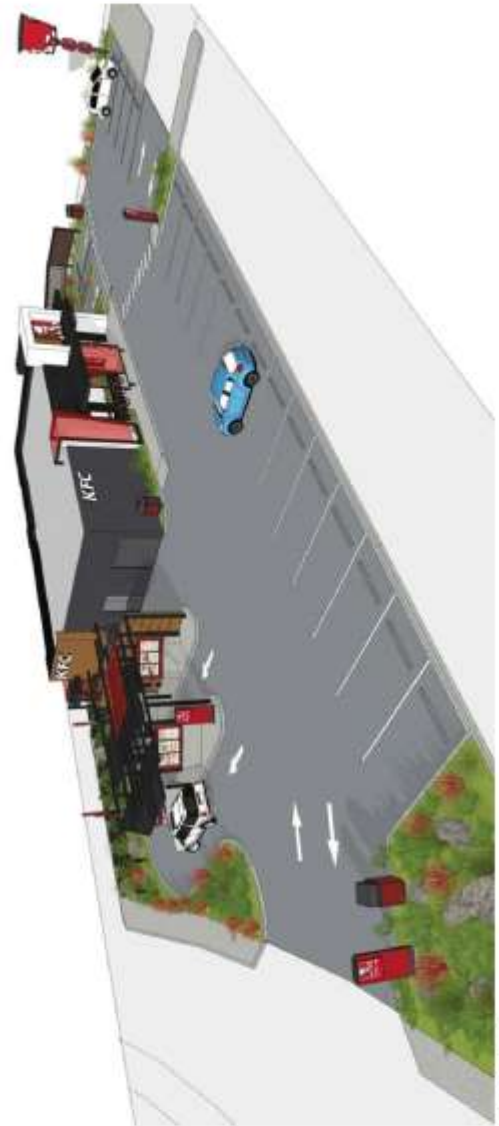
LOT NUMBER: 2877/A/2017

PROPOSED LOT IN LOT 1

PROPOSED LOT NUMBER: 2877/A/2017



AERIAL VIEW 01
NOT TO SCALE



AERIAL VIEW 02
NOT TO SCALE



PROPOSED 3D RENDERING OF THE PROPOSED DEVELOPMENT TO BE CONSTRUCTED ON THE PROPOSED LOT 2 OF THE PROPOSED DEVELOPMENT. THIS 3D RENDERING IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REPRESENT THE EXACT APPEARANCE OF THE PROPOSED DEVELOPMENT. THE PROPOSED DEVELOPMENT IS SUBJECT TO APPROVAL BY THE LOCAL COUNCIL AND THE NSW GOVERNMENT.

ITEM NO.	DESCRIPTION	UNIT	QTY.
1	GRASS	M ²	100
2	FLORA	NO.	10
3	PAVING	M ²	500
4	CONCRETE	M ²	100
5	ROOF	M ²	200
6	WALLS	M ²	300
7	GLASS	M ²	100
8	MECHANICAL	NO.	5
9	ELECTRICAL	NO.	10
10	PLUMBING	NO.	5
11	LANDSCAPING	NO.	1
12	PAVING	M ²	500
13	CONCRETE	M ²	100
14	ROOF	M ²	200
15	WALLS	M ²	300
16	GLASS	M ²	100
17	MECHANICAL	NO.	5
18	ELECTRICAL	NO.	10
19	PLUMBING	NO.	5
20	LANDSCAPING	NO.	1
21	PAVING	M ²	500
22	CONCRETE	M ²	100
23	ROOF	M ²	200
24	WALLS	M ²	300
25	GLASS	M ²	100
26	MECHANICAL	NO.	5
27	ELECTRICAL	NO.	10
28	PLUMBING	NO.	5
29	LANDSCAPING	NO.	1
30	PAVING	M ²	500

PROPERTY DESCRIPTION
PROPOSED LOT 2 (LOT 2)
CORPORATE PLAN NUMBER - DP10580

PROPOSED DEVELOPMENT
Renderworks  **Architects**

PROPOSED DEVELOPMENT
PROPOSED LOT 2 (LOT 2)
CORPORATE PLAN NUMBER - DP10580
PROPOSED DEVELOPMENT
PROPOSED LOT 2 (LOT 2)
CORPORATE PLAN NUMBER - DP10580

KFC
RESTAURANT DEVELOPMENT

PROPOSED DEVELOPMENT
KFC SPRING FARM
LOT 2 RICHARDSON ROAD
SPRING FARM NSW

PROPOSED DEVELOPMENT
3D VIEWS
SHEET 1

PROPOSED DEVELOPMENT
PROPOSED LOT 2 (LOT 2)
CORPORATE PLAN NUMBER - DP10580
PROPOSED DEVELOPMENT
PROPOSED LOT 2 (LOT 2)
CORPORATE PLAN NUMBER - DP10580
PROPOSED DEVELOPMENT
PROPOSED LOT 2 (LOT 2)
CORPORATE PLAN NUMBER - DP10580
PROPOSED DEVELOPMENT
PROPOSED LOT 2 (LOT 2)
CORPORATE PLAN NUMBER - DP10580
PROPOSED DEVELOPMENT
PROPOSED LOT 2 (LOT 2)
CORPORATE PLAN NUMBER - DP10580
PROPOSED DEVELOPMENT
PROPOSED LOT 2 (LOT 2)
CORPORATE PLAN NUMBER - DP10580



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NO.	DATE	DESCRIPTION	BY
1	01/11/17	ISSUED FOR PERMIT	RAMMOCK
2	01/11/17	ISSUED FOR PERMIT	RAMMOCK
3	01/11/17	ISSUED FOR PERMIT	RAMMOCK
4	01/11/17	ISSUED FOR PERMIT	RAMMOCK
5	01/11/17	ISSUED FOR PERMIT	RAMMOCK
6	01/11/17	ISSUED FOR PERMIT	RAMMOCK
7	01/11/17	ISSUED FOR PERMIT	RAMMOCK
8	01/11/17	ISSUED FOR PERMIT	RAMMOCK
9	01/11/17	ISSUED FOR PERMIT	RAMMOCK
10	01/11/17	ISSUED FOR PERMIT	RAMMOCK

PROPERTY DESCRIPTION:
 LOT NUMBER: PROPOSED LOT IN LOT 2
 REFERENCE PLAN NUMBER: 04550000

RAMMOCK ARCHITECTS

ARCHITECTS

1000 WEST 10TH AVENUE
 SUITE 200
 DENVER, CO 80202

KFC

PROJECT:
 KFC SPRING FARM
 10022 SPRING FARM ROAD
 SPRING PARK, NEB

SHEET NO.:
 3D VIEWS
 SHEET 2

DATE:
 01/11/17

SCALE:
 AS SHOWN

PROJECT NUMBER:
 16001

DATE:
 01/11/17

SCALE:
 AS SHOWN

DATE:
 01/11/17

SCALE:
 AS SHOWN



DELIVERY BAY VIEW
 NOT TO SCALE



DRIVE THRU ENTRY VIEW
 NOT TO SCALE



AERIAL VIEW 03
 NOT TO SCALE



DRIVE THRU ORDER VIEW
 NOT TO SCALE



FRONT ENTRY VIEW
 NOT TO SCALE



NOTE: SIGNAGE
 ANY SIGNAGE SHALL COMPLY TO CHAPTER 21.06
 ANY SIGNAGE SHALL COMPLY TO CHAPTER 21.06
 ANY SIGNAGE SHALL COMPLY TO CHAPTER 21.06

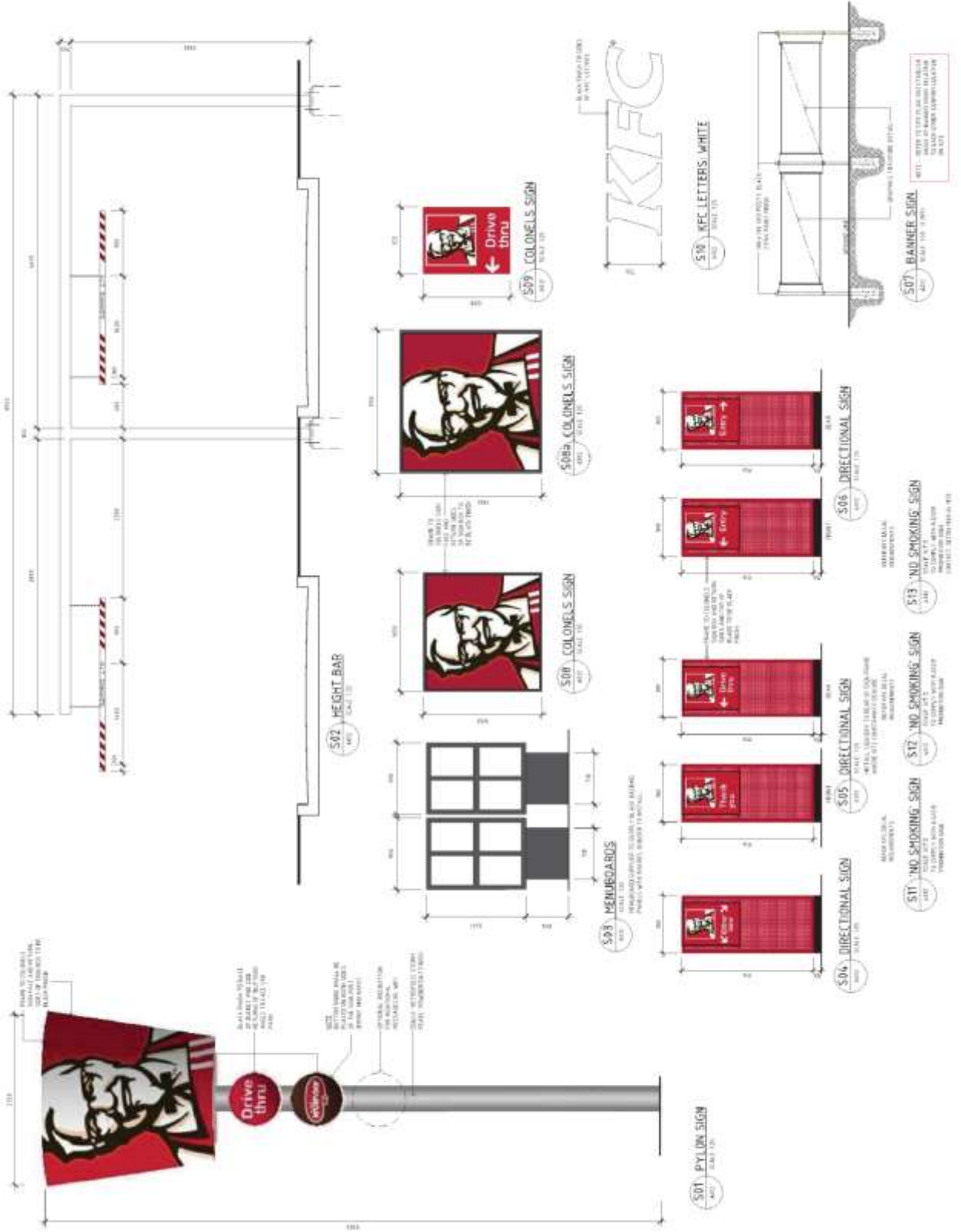
NOTE: COORDINATION
 1. ALL SIGNAGE SHALL BE COORDINATED WITH THE
 LOCAL HEALTH DEPARTMENT AND THE
 LOCAL FIRE DEPARTMENT. (ORD01)

Rainmakers Architects
 3300 W. 15TH AVENUE, SUITE 200
 DENVER, CO 80202-1455
 TEL: (303) 755-1100
 FAX: (303) 755-1101
 WWW.RAINMAKERSARCHITECTS.COM

KFC
 1100 W. 14TH AVENUE, SUITE 100
 DENVER, CO 80202-1455
 TEL: (303) 755-1100
 FAX: (303) 755-1101
 WWW.KFC.COM

SIGNAGE DETAILS

NO.	REVISION
1	ISSUE FOR PERMIT
2	ISSUE FOR PERMIT
3	ISSUE FOR PERMIT
4	ISSUE FOR PERMIT
5	ISSUE FOR PERMIT
6	ISSUE FOR PERMIT
7	ISSUE FOR PERMIT
8	ISSUE FOR PERMIT
9	ISSUE FOR PERMIT
10	ISSUE FOR PERMIT



Sensitive – Law Enforcement

D/2017/331281

ORD01



NSW Police Force
www.police.nsw.gov.au



Mrs J Mesiti
Camden Council
37 John Street
Camden NSW 2570

30th March 2017.

DA: 2016/1473/1. LOT 2 Resub LOT: 2 DP: 1175908.

On Thursday 30th March 2017, a Safer by Design Evaluation was conducted on 630/2016/1, for the proposed construction of the new KFC Restaurant at 254 Richardson Road Spring Farm.

In April 2001 the NSW Minister for Planning introduced Crime Prevention Guidelines to Section 79C of the Environmental Planning and assessment Act, 1979. These guidelines require consent authorities to ensure that development provides safety and security to users and the community. 'If a development presents a crime risk, the guidelines can be used to justify modification of the development on the grounds that crime risk cannot be appropriately minimised'.

The Guidelines contain two parts. 'Part A details the need for a formal crime risk assessment (Safer by Design Evaluation) to be done in conjunction with trained police, and Part B outlines basic Crime Prevention Through Environmental Design (CPTED) principles and strategies that can be used by consent authorities to justify the modification proposals to minimise risk'. (DUAP 2001:2)

Crime Prevention Through Environmental Design (CPTED)

Crime Prevention Through Environmental Design (CPTED) is a crime prevention strategy that focuses on the planning, design and structure of cities and neighbourhoods. It reduces opportunities for crime by using design and place management principles that reduce the likelihood of essential crime ingredients from intersecting in time and space.

CAMDEN Local Area Command

Narellan Police Station

278 Camden Valley Way, NARELLAN NSW 2567

Telephone 02 46324459 Facsimile 02 46324455 ENet 84459 EFax 84455 TTY 9211 3776 (Hearing/Speech impaired)

ABN 43 408 613 180

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Attachment 3

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Predatory offenders often make cost-benefit assessments of potential victims and locations before committing crime. CPTED aims to create the reality (or perception) that the costs of committing crime are greater than the likely benefits. This is achieved by creating environmental and social conditions that:

- Maximise risk to offenders (increasing the likelihood of detection, challenge and apprehension).
- Maximise the effort required to commit crime (increasing the time, energy and resources required to commit crime)
- Minimise the actual and perceived benefits of crime (removing, minimising or concealing crime attractors and rewards) and
- Minimise excuse making opportunities (removing conditions that encourage/facilitate rationalisation of inappropriate behaviour)

CPTED employs four key strategies. These are surveillance, access control, territorial re-enforcement and space/activity management.

- Surveillance
- Access Control,
- Territorial re-enforcement and
- Space/activity management.

Site Description

The proposed development is for the construction of the new KFC Restaurant at 254 Richardson Road Spring Farm.

Site Risk Rating

The NSW Police Safer by Design Evaluation process is based upon Australia and New Zealand Risk Management Standard ANZS4360:1999. It is a contextually flexible, transparent process that identifies and quantifies crime hazards and location risk. Evaluation measures include crime likelihood (statistical probability), consequence (crime outcome), distributions of reported crime (hotspot analysis), socio-economic conditions (relative disadvantage), situational hazards and crime opportunity.

After conducting this process the rating for this development has been identified as, **low Crime Risk.**

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Sensitive – Law Enforcement**Surveillance**

Natural surveillance is achieved when normal space users can see and be seen by others. This highlights the importance of building layout, orientation and location; the strategic use of design; landscaping and lighting. *Natural surveillance* is a by-product of well-planned, well-designed and well-used space. *Technical/mechanical*

Surveillance is achieved through mechanical/electronic measures such as CCTV, help points and mirrored building panels. *Technical/mechanical Organised* *Surveillance* is achieved through the tactical positioning of guardians. An example would be the use of on-site supervisors at higher risk locations.

Natural surveillance is an important element capable guardianship. When supervision is lacking, the perception of surveillance can be created to deter opportunistic criminals. Offenders often scan their surroundings to see if they are being watched. Objects, areas and structures capable of concealing an offender (especially near pedestrian routes) increase crime risk.

Natural surveillance opportunities during construction for this development in the day will be acceptable with the substantial amount of workers required. The issues will come overnight and the weekend. Building materials including copper wiring and piping are highly sought after as scrap metal due to their value, therefore measures should be put in place to deter offenders when there are no persons around. With this in mind it may be necessary to increase surveillance opportunities by using either technical/mechanical (Closed Circuit Television Systems etc) or organised (using people to supervise areas) treatment options.

Recommendations:

- 1) Entry points should be designed so as to maximize surveillance opportunities to and from these areas from both inside, as well as outside. Advertising material needs to in areas so as to not block the coverage of the CCTV cameras.
- 2) Residential setbacks (such as front yards) act as a transition or buffer between private and public space. These areas require good sight lines from private vantage points to public areas.
- 3) Store and Electrical Meter Rooms in and around the restaurant need to have doors locked at all times.
- 4) Doors into Electrical Meter Rooms, to have approved Power Company locks and doors to be kept locked at all times
- 5) Ensure all barriers and panels around the restaurant are transparent.

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- 6) CCTV cameras to be installed in and around car parking areas, and to be installed by licensed, qualified security professionals.
- 7) Effective lighting to be installed in and around the car parking areas as well as the public areas. Persons attending restaurants need to feel safe whilst walking to and from their vehicles, during the hours of darkness.
- 8) As the proposed development may be exposed to Break Enter and Steals, Stealing, Steal from persons, Malicious Damage and Steal from Motor Vehicle offences, a closed circuit television system (CCTV) which complies with the Australian Standard – Closed Circuit Television System (CCTV) AS:4806:2006 needs to be implemented to receive, hold or process data for the identification of people involved in anti social or criminal behaviour. The system is obliged to conform with Federal, State or Territory Privacy and Surveillance Legislation. This system should consist of surveillance cameras strategically located in and around the development to provide maximum surveillance coverage of the area, particularly in areas which are difficult to supervise.
- 9) CCTV Cameras should be strategically mounted outside the restaurant and within the car parking areas to monitor activity within these areas.
- 10) Digital technology should be used to receive, store and process data. Recording equipment should be secured away from public access areas to restrict tampering with the equipment and data. This equipment needs to be checked and maintained on a regular basis.
- 11) It is crucial even in the development stage that the CCTV cameras are installed as soon as power is available to the site.

Lighting (Surveillance)

There is a proven correlation between poor lighting, fear of crime, the avoidance of public places and crime opportunity (Painter, 1997). Good lighting can assist in increasing the usage of an area. Further information is required within the plans, which were reviewed to indicate the lighting proposals for the street lighting and car park, i.e the positioning of the lights next to vegetation is of a concern due to reducing the spread of the lighting.

Lighting should meet minimum standards. Crime and fear reduction are specified as key objectives in Australian lighting standard AS1158 for public streets, car parks and pedestrian areas.

Effective lighting contributes to public safety by reducing fear, increasing community activity, improving visibility and increasing the chance that offenders will be detected and apprehended. The Canadian METRAC Group (Toronto City Council) recommends a 15 metre facial recognition test in public places. This yardstick is often

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applied as a non-technical measure of lighting effectiveness.

Walking from overtly bright places into dark places, or dark to light places can lessen a pedestrian's ability to see and recognize people, objects and colours. Transition lighting can help to reduce (night) vision impairment.

Recommendations:

- 1) Lighting should be designed to the Australian and New Zealand Lighting Standards.
- 2) Australia and New Zealand Lighting Standard 1158.1 – Pedestrian, requires lighting engineers and designers to consider crime risk and fear when selecting lamps and lighting levels.
- 3) Lighting layout for the outdoor areas should be Anti Vandal type lights which are a better option, for both lighting and maintenance.
- 4) Australian and New Zealand Lighting Standard 1158 – Car Parks, must be used especially in undercover type parking in each block.
- 5) Public area lighting must be bright and even (to permit facial recognition of approaching persons at 15 metres
- 6) All lighting should be vandal proof throughout the complex.
- 7) A limited amount of internal lighting should be left on at night to enable patrolling police, security guards and passing people to monitor activities within the business.
- 8) Improved lighting needs to extend from the development towards adjacent streets. Consideration must be given to pedestrians walking from the development to surrounding streets for the purpose of catching public transport etc. Areas adjoining pathways should be illuminated to avoid opportunities for concealment and entrapment.

Landscaping (Surveillance)

Landscaping can be used to enhance the appearance of the development and assist in reducing opportunities for vandalism. However, landscaping can also provide concealment or entrapment areas for people involved in ***criminal behaviour***.

Recommendations:

- 1) Some predatory offenders seek pockets and enclosures created by vegetation/landscaping. When selecting and maintaining vegetation,

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consideration should be given to the possibility of areas becoming entrapment sites in the future especially at rear open space areas.

- 2) A safety convention for vegetation is: lower tree limbs should be above average head height, and shrubs should not provide easy concealment.
- 3) Landscaping can greatly interfere with residential setbacks (such as front yards). These areas require good sight lines from private vantage points to public areas therefore it is important that landscaping does not inhibit surveillance.
- 4) Warning signs should be strategically posted around the restaurant to warn intruders of what security treatments have been implemented to reduce opportunities for crime. Warning, trespassers will be prosecuted. Warning, these premises are under electronic surveillance.
- 5) Directional signage should be posted at decision making points (eg. Entry/egress points) to provide guidance to the uses of the development. This can also assist in access control and reduce excuse making opportunities by intruders.
- 6) A Fire Safety Statement must be prominently displayed within the development to comply with the Environmental Planning & Assessment Regulations (1994) Clause 80GB. The annual fire safety statement is a statement issued by the owner of a building.
- 7) Signage needs to be provided at fire exits to assist occupants to identify exits in emergency situations.
- 8) A graffiti management plan needs to be incorporated into the maintenance plan for the development. Research has shown that the most effective strategy for reducing graffiti attacks is the quick removal of such material generally within **24 hours**.

Access Control

Access control should be designed to limit the opportunity for crime by taking steps to clearly delineate public, semi-public and private space. This can be achieved by using physical and symbolic barriers to attract, channel or restrict the movement of people into and throughout the development. By making it clear where people are permitted to go or not go, it becomes difficult for potential offenders to reach and victimise people and their property. Illegal boundary markers and confusing spatial definition make it easy for criminals to make excuses for being in restricted areas.

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However, care needs to be taken to ensure that the barriers are not tall or hostile, creating the effect of a compound.

Effective access control can be achieved by creating:

- Landscapes and physical locations that channel and group people into target areas
- Spaces which attract, rather than discourage people from gathering.
- Restricted access to internal areas or high risk areas (like car parks or other rarely visited areas). This is often achieved through the use of physical barriers.

Territorial Re-enforcement

Territorial re-enforcement promotes control through increased definition of space and improved proprietary controls. An environment designed to clearly delineate private and public spaces does a number of things. Owners have a vested interest in the space and are more likely to take the appropriate action to protect such space. Strangers or intruders stand out in that space and are more easily identified. Buildings, fences, footpaths, signs, lighting and landscape can be used to delineate space and express ownership of space. Space which is not clearly defined may encourage anti-social or criminal behaviour.

Territorial reinforcement can be achieved through:

- Design that encourages people to gather in space and to feel some responsibility for its use and condition.
- Design with clear transitions and boundaries between public and private space
- Clear design cues on who is to use the space and what it is to be used for. Care is needed to ensure that territorial reinforcement is not achieved by making public spaces, private spaces through gates and enclosures.

Landscaping : Can be an effective and pleasant instrument to define space. Hedges and trees should not cause an area to be enclosed, restricting natural surveillance. Landscaping should lead pedestrians onto the nominated pathways.

Vegetation: Hedges and shrubs should not be higher than 900mm. Large high branching trees provide shade, shelter and add to the attraction of environments. The lower tree limbs should be above average head height so they do not restrict vision. The use of thorny bushes may aid in restricting access to areas while still appealing to the eye.

Recommendations:

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- 1) The boundaries of the development to be well defined and re-enforced by fencing and landscaping.
- 2) Car park design and definitional legibility can help (or hinder) way finding. Knowing how and where to enter/exit and find assistance can impact perceptions of safety, victim vulnerability and crime opportunity. Signage should reinforce (not be an alternative to effective design).
- 3) Signage needs to be provided at entry/exit points indicating public and private access points and areas throughout the development, to assist users and warn intruders that they will be prosecuted.
- 4) A graffiti management plan needs to be incorporated into the maintenance plan for the development. Research has shown that the most effective strategy for reducing graffiti attacks is the quick removal of such materials generally with a forty-eight hour period.
- 5) Graffiti resistant materials and anti-graffiti coating should be utilised throughout the development

Space / Activity Management

Popular space is often attractive, well maintained and well used space. Linked to the principle of territorial reinforcement, space activity management ensures that space is appropriately utilised and well cared for.

Space/activity management strategies should include activity coordination, maintenance, rapid repair of vandalism and graffiti and the replacement of burned out lighting and the removal or refurbishment of decayed physical elements.

Space/activity management should support and increase the use of the built environment for safe activities with the intent of increasing the risk of detection to criminals and undesirable activities.

Highly functional areas are susceptible to opportunistic crime when inactive. CBDs and large developments often experience high levels of night time burglary, theft of commuter vehicles and other crime.

Recommendations:

The key recommendations from the assessment include:

- Installation of CCTV cameras within and around the restaurant.
- Improved lighting around the footpaths and car park areas within the development
- Landscaping that promotes natural surveillance of common areas

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- 1) As residents within this area have been targeted for malicious damage, break enter and steal, and stealing's, it is important that access to and from the development be established and maintained.
- 2) Natural ladders are building features, trees or nearby structures that can help a criminal to climb to balconies, rooftops, ledges and window

We would like to thank you for the opportunity of inspecting the plans for this development and should you require further information on the subjects mentioned within this report feel free to contact Senior Constable Greg Louden, Crime Prevention Officer, Camden Local Area Command, phone 46324459 or Email loud1gre@police.nsw.gov.au

Yours faithfully,

Ward Hanson.
Superintendent
Commander
Camden Local Area Command.

7.4.17

Disclaimer

The New South Wales Police have a vital interest in ensuring the safety of members of the community and their property. By using the recommendations contained in this evaluation, any person who does so acknowledges that:-

1. It is not possible to make areas evaluated by the New South Wales Police, absolutely safe for members of the community or their property.
2. It is based upon the information provided to the New South Wales Police, at the time the evaluation was made.
3. The evaluation is a confidential document and is for use by the consent authority or organization referred to on page 1 only.
4. The contents of this evaluation are not to be copied or circulated otherwise that for the purposes of the consent authority or organization referred to on page 1.

The New South Wales Police hopes that by using the recommendations contained in this document, criminal activity will be reduced and the safety of members of the community and their property will be increased. However, it does not guarantee that all risks have been identified, or that the area evaluated will be free from criminal activity if its recommendations are followed.

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ORD02

Attachment 1

Part B:
Site Specific DCPs

Part B of the DCP is proposed to incorporate the site specific DCP amendments. As each DCP amendment is adopted, ~~Table 1~~ ~~Table 1~~ below is to be updated. Appendix B sets out the matters to be addressed within the Part B DCP for each special area.

Table 1: Adoption Dates of Part B DCP Amendments

Special area	Date adopted
B1 The Entertainment Precinct	20 May 2009 (amended TBA)
B2 Riparian Protection Area	20 May 2009
B3 Turner Road Employment Area	26 August 2009
The Neighbourhood Centre	11 November 2013

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B1 The Entertainment Precinct

1.0 Introduction

1.1 Land to which this Part applies

This part of the DCP applies to all development on the land shown at Figure 1 enclosed by a dashed yellow line cross hatched in red





Figure 1: Land to which this Part applies

1.2 The Purpose of this Part

The purpose of this Part is to:

- Establish the planning, design and environmental objectives and controls against which Camden Council will assess future development applications (DAs) for land within The Entertainment Precinct;
- Provide the detailed planning and design controls for The Entertainment Precinct;
- Provide a framework to facilitate high quality urban design outcomes, for the public and private spaces within the Precinct;
- Provide a structure for preferred land uses and activities within the Entertainment Precinct.

1.3 Structure of this Part

This Part is structured as follows:

Section 1: sets out the administrative provisions of this section of the DCP.

Section 2: sets out the vision and development objectives for The Entertainment Precinct.

Section 3: outlines the access and movement requirements for The Entertainment Precinct.

Section 4: outlines the design principles for the public domain for The Entertainment Precinct.

Section 5: outlines the design principles for the land uses and built form for The Entertainment Precinct.

Notes

This Part B DCP contemplates that development may extend beyond the northern boundary of The Entertainment Precinct and that development within the Precinct may have an inter-relationship with future development to the north. Development that extends beyond the precinct into the land to the north should ensure that the Urban Design Principles of this DCP guiding built form, views and vistas, public spaces and circulation and movement are carried through into any elements outside the precinct. Development of the lands to the north will be subject to a separate planning process.

2.0 Vision and Development Objectives

2.1 Vision and Development Objectives

The vision and objectives are:

- (a) To support the provision of a variety of recreation, entertainment, residential and support uses within the precinct;
- (b) To provide the opportunity for the provision of support retail and commercial facilities within the precinct;
- (c) To create a mixed use entertainment, leisure, support retail and amenity services and residential precinct focused around and adjacent to the Entertainment Precinct;
- (d) To ensure that the detailed design of the precinct is undertaken in a co-ordinated manner in order to achieve a high quality urban design outcome;
- (e) To provide a structure for preferred uses and activities within the precinct;
- (f) To provide a structure plan for the interface between the public and private domain that maximises the outlook and orientation for all uses;
- (g) To reinforce the "hilltop" location of the precinct as a focal point for development within the locality;
- (h) To reinforce the potential private and public domain vistas through the provision of a strong north south axis through the precinct;
- (i) To provide and reinforce a strong visual link to the Gledswood Estate to the north of the precinct;
- (j) To provide a structure for the management of transport and service vehicle access.

2.2 Controls

- (1) Development of The Entertainment Precinct is to respond to and demonstrate achievement of the design outcomes depicted in Figures 2 and 3.
- (2) Development shall be generally consistent with the following development outcomes:

Layout

- A central 20m wide north south axis is to be provided to [the north of The Heritage Way](#) to protect and reinforce the view cone that broadens out down the valley [and](#) towards the Gledswood Estate [and the district views to the south](#);
- The location of buildings, streets and open spaces is to reinforce the central north south axis;
- The secondary view axes align with the ridges to the north as depicted in Figure 2. These secondary axes are to be reinforced by the provision of 10m wide visual corridors within which can provide secondary access roads to service future development within the precinct;
- All development and built form that abuts the central north south axis are to address the axis alignment.

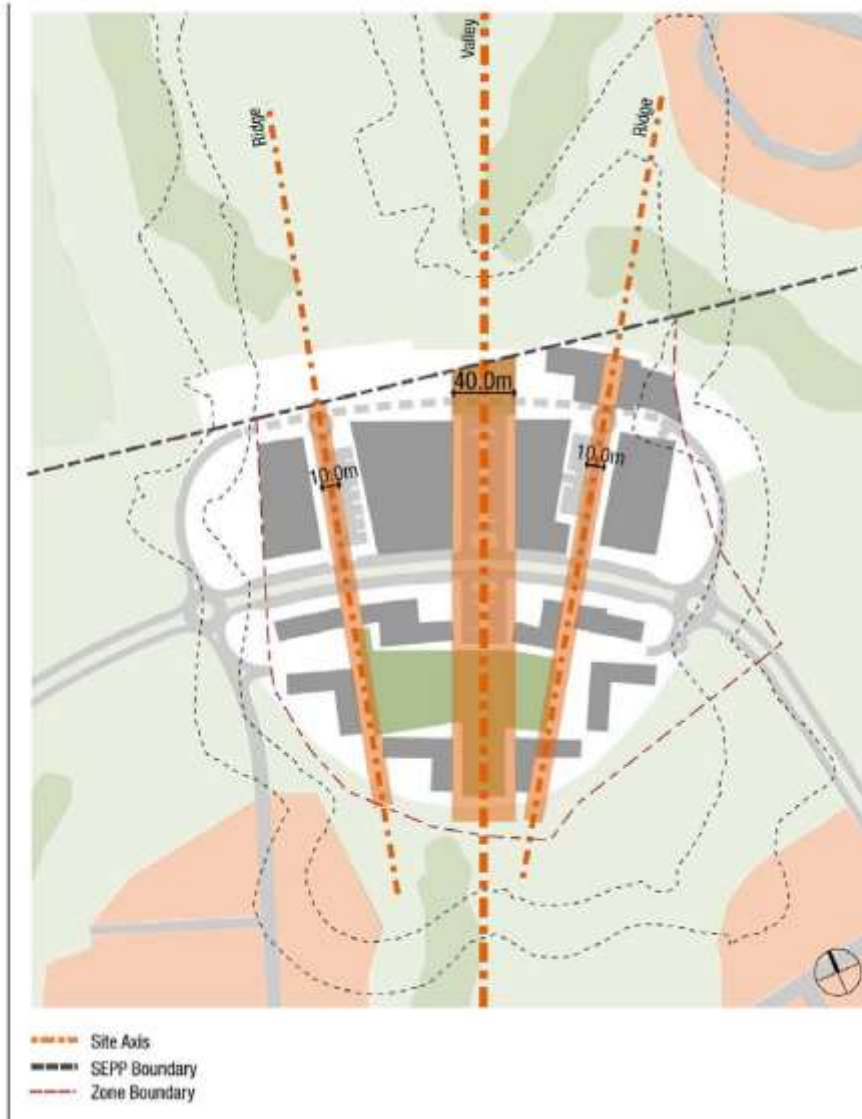
Public Domain

- The central 20m wide north south axis is to form the focal point of the precinct with a public plaza or open area component;
- Car parking can be provided within or under the central north south axis;
- Building orientation and location is to maximise opportunities to utilise the available district views from the public domain areas;

Note: "Public Domain" in this Part of the DCP refers to areas that will be accessible to the public and not necessarily in public ownership.

Private Domain

- Development should maximise the available northerly aspect and district outlooks;
- Development must be located to reinforce the primary central axis and secondary axes;
- Transparent elements 10m wide at ground level and above, such as atria or undercrofts, are to be provided in buildings within the precinct where a secondary view axis intersects with the proposed building location (Figures 2 and 3). Such transparent building elements are to retain and reinforce the visual linkages along the secondary alignments;
- The location of buildings at the northern extremity of the precinct shall ensure that a separation of [9035m](#) over the central north south axis is provided to ensure the expansive view cone to the north is reinforced (Refer to Figure 42 [at Section 5](#)).



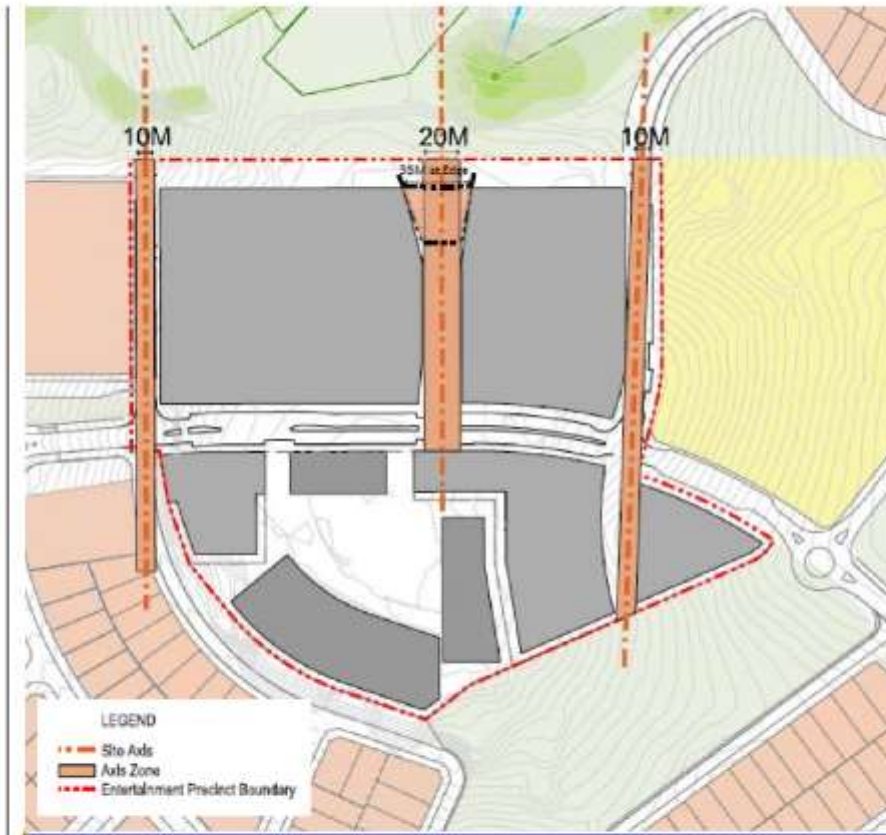


Figure 2: Principle north south axis along the Valley and secondary axes along the ridgelines providing view corridors and view cone

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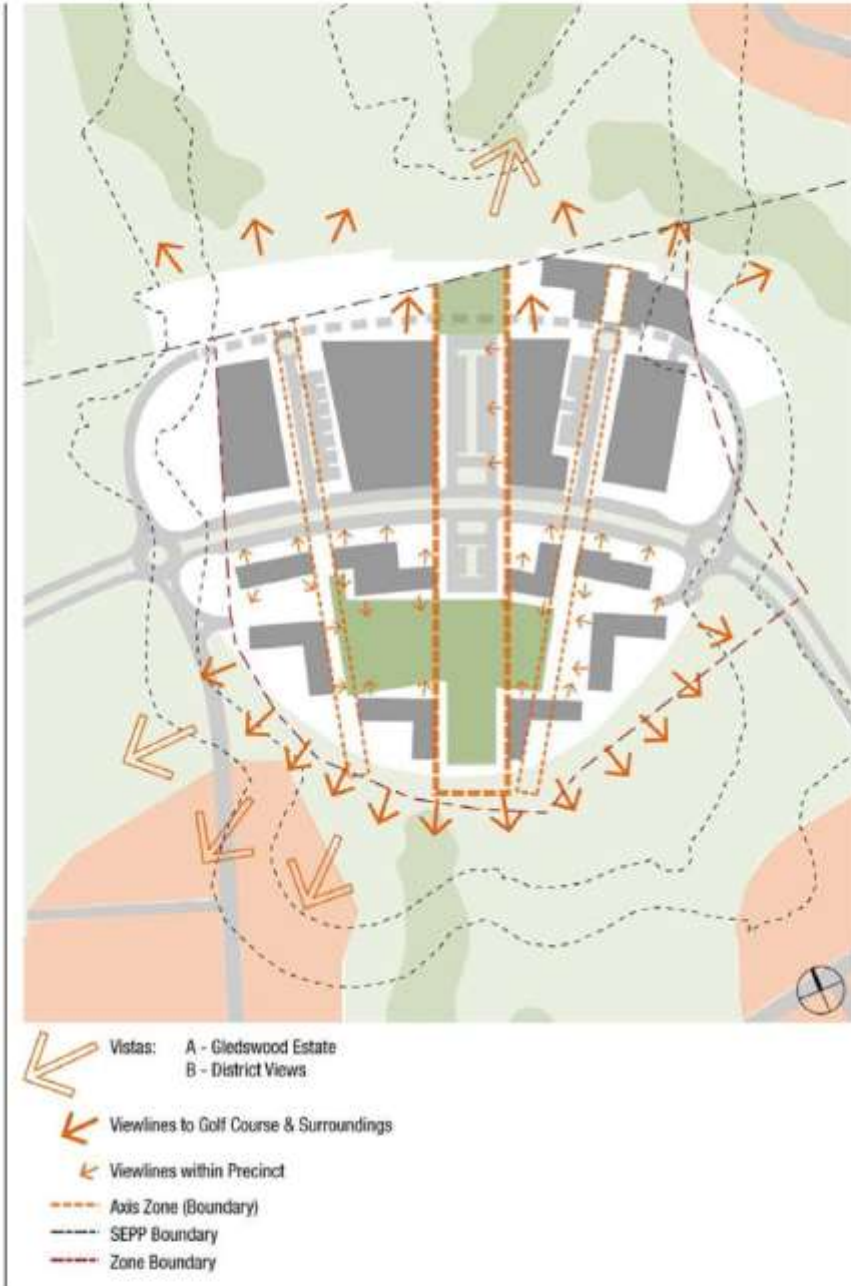




Figure 3 Views and vistas available from The Entertainment Precinct

3.0 Access and Movement

3.1 Introduction

Part A of the DCP identifies the arterial and sub-arterial road network for the whole of the Turner Road Precinct. This part of the DCP provides lower order circulation patterns to provide servicing for the future development within The Entertainment Precinct.

3.2 Objectives

The objectives for access and movement are:

- (1) Provide safe and clearly defined vehicular access points off The Hermitage Way ~~the east-west sub-arterial access road~~;
- (2) To provide opportunities for servicing of future development that minimises the number of connections required onto ~~The Hermitage Way the sub-arterial access road~~;
- (3) To integrate pedestrian and cycle access options into the development of the Precinct;
- (4) To ensure ~~The Hermitage Way the sub-arterial access road through the precinct~~ can accommodate public transport services;
- (5) To clearly delineate a transition into The Entertainment Precinct to signify the dominance of pedestrian traffic in the vicinity by the creation of a slow zone through The Entertainment Precinct;
- (6) To provide appropriately located car parking areas and on street car parking opportunities on ~~The Hermitage Way the sub-arterial access road~~ that traverses the Precinct; ~~and~~
- (6)(7) To promote street activation through the provision of outdoor dining;

3.3 Controls

- (1) Development of The Entertainment Precinct is to respond to and demonstrate achievement of the design outcomes depicted in Figures 4, 5, and 6
- (2) Development shall be generally consistent with the following design outcomes:

Layout

- ~~Two north-south~~ Access roads and service streets off the east west road are to be ~~provided~~ oriented along the secondary axes as shown in Figure 4. These access and service roads are to be located to provide rear service and access for development within the precinct and to minimise disruption and conflict with pedestrian circulation throughout the precinct by avoiding the need for individual site access points from ~~The Hermitage Way the east-west road~~;
- The road treatment through The Entertainment Precinct is to incorporate appropriate traffic calming, threshold slow zones and pedestrian crossings to maximise pedestrian safety and amenity;
- The provision of cycleways and pedestrian pathways are to be integrated into the precinct planning to provide safe and attractive options for users;
- ~~The Hermitage Way The east-west road through the precinct~~ is to be designed to accommodate public transport access and provision for bus stops.

Public Domain Treatment

- The road reserve treatments are to be generally in accordance with Section 3.0 of Part A of this DCP, except where specific guidance is provided by this Part for ~~The Hermitage Way the east-west road~~ and the north-south centre ~~axis/street~~;
- The treatment of ~~The Hermitage Way the east-west road~~ through and within the precinct is to be in accordance with the typical ~~layout~~ section at Figure 5 and is to include an appropriate transition for the cycleways entering and exiting the precinct;
- ~~Footpaths along the Hermitage Way are to be designed to allow for the provision of future outdoor dining areas, including extended footpath widths between parking bays~~;
- A break in the median along ~~The Hermitage Way the east-west road~~ is permissible to facilitate vehicular access between ~~The Hermitage Way the east-west road~~ and the existing country club on Lot 3 DP 11754881215911
- The north south access roads are to ~~comply with the minimum cross section requirements of Part A 3.0 of this DCP~~.

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Private Domain

- All development loading areas are to be serviced from the rear, away from The Hermitage Way the east-west road and the north south axis street;
- Driveways, service docks and waste storage areas are to be appropriately treated and designed to maximise safety and minimise their visual appearance and detract from the quality of the public domain environment;

Car parking provision

- Car parking is to be designed and allocated to land uses in accordance with Camden Development Control Plan 2006.
- Car parking for development within the Entertainment Precinct is ideally to be provided in below grade (i.e. undercroft or basement parking).
- Any variations to proposed parking configurations within The Entertainment Precinct must consider the following:
 - Minimise the impact of the visual appearance of car parking areas (i.e. where viewed from The Hermitage Way) to maintain the quality of the public domain environment;
 - Parking areas (whether at-grade or multi-storey above ground) are to be appropriately treated, screened, landscaped and designed to maximise safety and passive surveillance opportunities; and
 - Access to proposed car parking areas is to be generally in accordance with Figure 4.

Note: Development of The Entertainment Precinct is dependent upon improved access being provided to Camden Valley Way via the North Spine Road or by an appropriate alternative route.



- Cycleway
- Slowzone
- ▲ Access Point
- ▷ Access to Parking / Servicing
- - - Axis Zone (Boundary)
- - - SEPP Boundary
- - - Zone Boundary
- Services/Access Ramps
- Belvedere/Parking

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Figure 4: Access configurations and cycleway provision

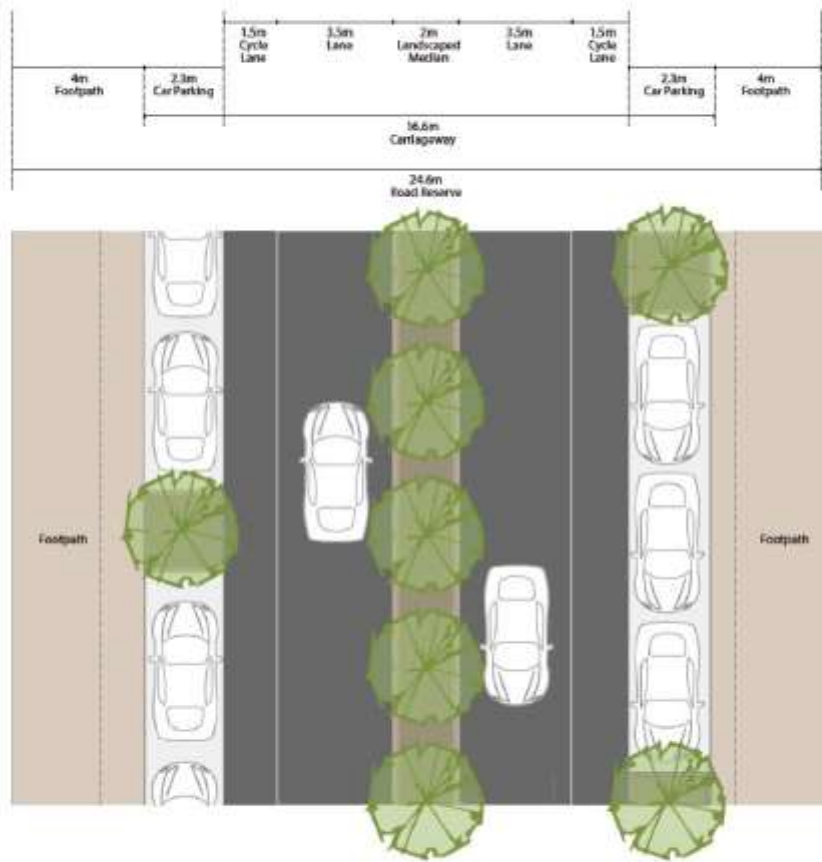


Figure 5: Typical Layout of the Heritage Way Cross section of the east-west road treatment

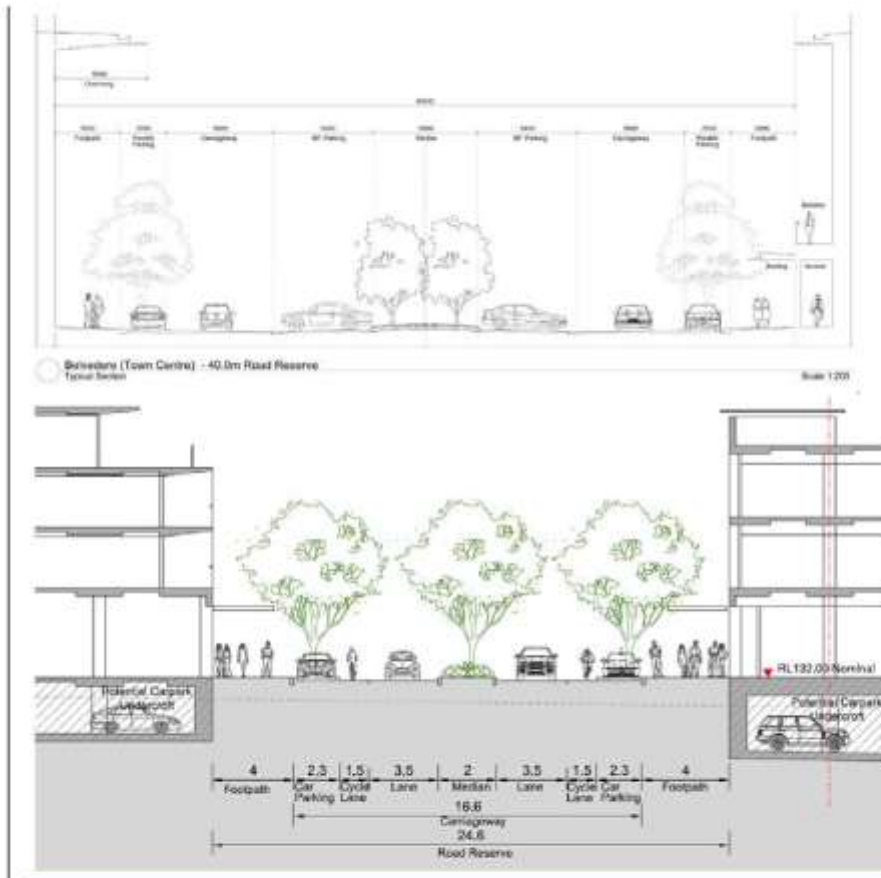


Figure 6: Indicative cross section of The Heritage Way, the north-south on-bed street treatment

4.0 Public Domain

4.1 Introduction

For the purpose of this section of the DCP the public domain is taken to be areas that are open to be accessed, utilised and viewed by the public and includes areas such as footpaths, open landscaped areas, cycleways and circulation spaces whether or not they are owned by a public authority.

4.2 Objectives

The public domain objectives are:

- (1) To create a vibrant and attractive precinct for entertainment, recreation, residential and support retail and commercial services;
- (2) To create a civic space along the central north south axis as a central focus for the precinct;
- (3) To create an area that encourages active and casual interaction;
- (4) To create an entertainment and mixed use precinct that is a focus for the needs and demands of future residents in the immediate and broader locality;
- (5) To encourage pedestrian and cycle circulation through and around the precinct;
- (6) To provide a combination of active and casual entertainment destinations and locations;
- (7) To provide a built environment with strong visual linkages to the developed landscape of surrounding land uses;

- (8) To provide open space areas that reinforce the division of the precinct into development quadrants that respond to the desire to provide strong visual linkages to the surrounding landscape.

4.3 Controls

- (1) Development of The Entertainment Precinct is to respond to and demonstrate achievement of the design outcomes depicted in Figures 6-7, 8 and 9.
- (2) Development shall be generally consistent with the following outcomes:

Layout

- Development is to provide open, unbuilt upon areas generally consistent with Figure 7;
- The open unbuilt upon areas can be above car parking and vehicle circulation structures;
- The layout of buildings is to respect and reinforce the required central and secondary axis alignments;
- Open space areas should be configured to provide high levels of amenity and utility for adjoining development;
- Development should be configured to provide casual surveillance of the open space areas to avoid the creation of unsafe environments;



Figure 7: Open unbuilt upon areas within The Entertainment Precinct

Public Domain Levels

- The central north south axis and adjoining areas as depicted in Figure 8 is to be provided at a preferred RL 132.00 with variation permitted between RL 131 and RL 133 (Figure 8).
- The development of the precinct should grade down from the north-south axis to the perimeter of the precinct to respect the topography of the site and optimise district views RL-127.00 at the perimeters with variation permitted between RL-126 and RL-128.

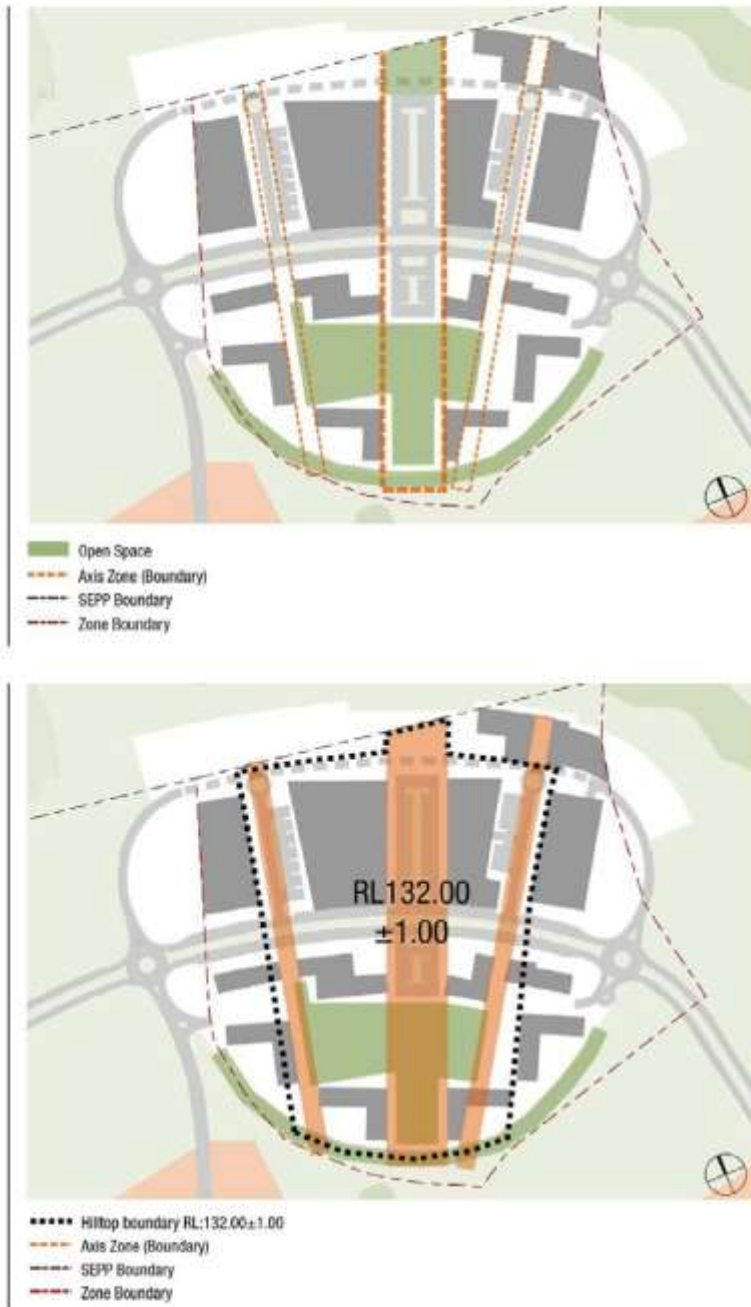




Figure 8: Target contour levels for The Entertainment Precinct

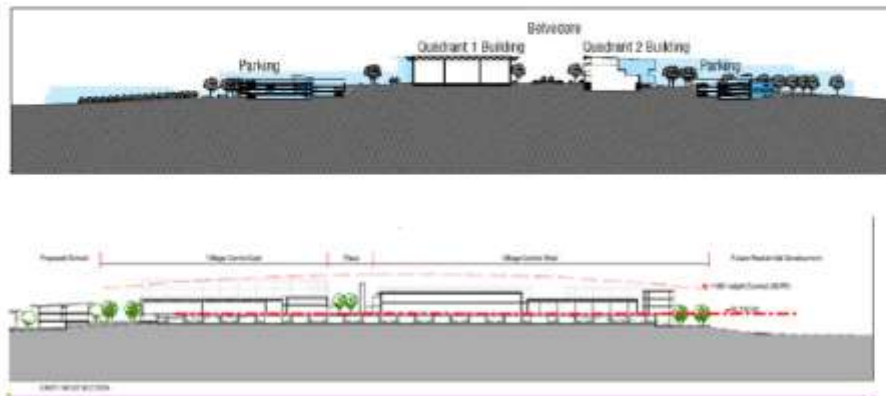


Figure 9: Typical east west and north south section through quadrants 1 and 2.

Figure 9 provides a typical cross section across the central street East-West axis and the wider precinct to demonstrate the intended relationship of buildings and the public domain spaces. The typical section does not represent required building uses or forms but clarifies the relationship of car parking access off the service roads and the built form to the central north south axis.

4.4 Public Domain Principles

A public domain and landscape palette is to be developed in conjunction with Camden Council prior to the commencement of any works in the public domain of the Entertainment Precinct.

The public domain and landscape palette is to address the following issues:

- Provision of a unifying landscape treatment for the precinct.
- Guidelines for the provision of street furniture, paving treatments, signage and public art.
- Integration of public domain landscaping with private domain landscaping.
- Providing amenity and shaded areas.
- Safety by design.

Note: The public domain and landscape palette may be an element of a broader urban design strategy for the entertainment precinct that addresses matters such as building materials and finishes and roof forms.

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5.0 Landuse and Built Form

5.1 Objectives

The land use and built form objectives are:

- (1) To provide a layout and configuration that reinforces the objectives and desired future character of the precinct;
- (2) To provide guidelines for the allocation of land uses that responds to the site characteristics and zoning that applies to the site;
- (3) To provide setback and orientation controls that reinforce the view axes and sight lines available from the precinct;
- (4) To provide setbacks that frame the public areas and provide an amenity and landscaped setting for residential development within the precinct;
- (4)(5) To encourage active street frontages in suitable locations

5.2 Controls

General Controls

- (1) The development of The Entertainment Precinct is to respond to and demonstrate achievement of the development outcomes depicted in Figures 10, 11, 12, 13 and 14;
- (2) Development within the precinct can contain a maximum aggregate of 3,500m² GLAR of "shop" premises. Any individual "shop" premises is to be no more than 1,8500m² GLAR;
- (3) All non-residential development must include a signage strategy that demonstrates the integration of business and building identification signage into the overall building design;
- (4)(4) Any large format "shop" (i.e. small supermarket) is to be located within zone 2 in figure 11
- (4)(5) Development shall be generally consistent with the following outcomes:

Layout Active Frontages

- Active frontages are to be provided generally in accordance with Figure 10.
 - A building has an 'active street frontage' if all premises on the ground floor of the building facing the street or the north-south plaza are primarily used for the purposes of business premises or retail premises. This doesn't preclude other uses such as residential, community facilities or entertainment, provided they are designed to create a positive relationship with the street and public domain.
 - An active street frontage is not required for any part of a building that is used for any of the following:
 - entrances and lobbies (including as part of mixed use development);
 - access for fire services; and
 - vehicular access.
 - Where an active street frontage is not identified, buildings are to be designed to create a positive relationship with the street and public domain. Buildings are to be articulated through architectural treatments and materials.
- Development is to address the central north-south axis and the east-west road to reinforce the provision of active frontages to these public areas.

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Figure 10: Active Frontages

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Land uses within the precinct

The Entertainment Precinct is divided into four development zones quadrants (Figure 110) comprising:

1. Zone 1- North The north-western quadrant;
2. Zone 2- Central The north-eastern quadrant;
3. Zone 3 – South West The south-western quadrant;
4. Zone 4- South East The south-eastern quadrant.

The preferred and alternate land uses within each zone quadrant are provided below and are grouped into land use categories. This will allow for the flexible delivery of permissible uses in accordance with the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. All land uses must demonstrate that the key built form objectives and principles to reinforce the axis alignments through the precinct are achieved.

Development Sequence

- The north-south central axis street, indicative east-west service road and The Hermitage Way the sub-arterial main access road divide the precinct into four development zones quadrants. The development of these zones quadrants can be undertaken in any sequence. Completion of any zone quadrant is not a pre-requisite for the commencement of development within any other zone quadrant.

Zone 1 North-western quadrant (1)

Preferred land uses:

- Residential, retail/commercial (adjoining open/space plaza area) car-park, club, community use building, mixed use development, residential office premises, retail premises, tourist accommodation

Alternate land uses:

- hotel, residential flat building,

Zone 2 North-eastern quadrant (2)

Preferred land uses:

- Mixed used development – which may include entertainment, community, commercial, retail and residential car park, hotel, mixed use development, office premises, retail premises, tourist accommodation

Alternate land uses:

- club, community use building, residential flat building,

Zone 3 South-western quadrant (3)

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Preferred land uses:

- Club, mixed use development –residential (including seniors housing), multi-dwelling housing, residential flat building, seniors housing, mixed use development, retail (maximum aggregate GLAR of "shop" space of 350m² on Lot 3 DP1215911), commercial (i.e. business and office premises).

Alternate land uses:

- business premises

Zone 4 South eastern quadrant (4)

Preferred land uses:

- Mixed use development – which includes retail, commercial and residential.

Alternate land uses:

- business premises



- 1 Precinct Zone 1: Community, Commercial, Retail, Recreation
- 2 Precinct Zone 2: Mixed Use, Commercial, Retail, Residential
- 3 Precinct Zone 3: Residential
- 4 Precinct Zone 4: Residential
- Axis Zone (Boundary)
- SEPP Boundary
- Zone Boundary

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Figure 110: Quadrants within The Entertainment Precinct

Public Domain Relationship

Development in [zones/quadrants 1 or 2](#) is to:

- Provide articulation / special treatment to identify the entry lobby;
- Provide transparent elements where a view axis intersects with the building (e.g. atrium, under-croft);
- Utilise transparent materials to provide sightlines into internal public spaces (e.g. atrium);
- Cloister or awning treatments are required to provide shading to public domain. The awning or cloister is to provide a minimum 2.0m overhang encroachment;
- Where a building frames a view axis a straight-edge treatment is required to the perimeter of the building along that alignment (Figure 132 and 14);
- Provide a 6.0m setback for levels 1 to 3 fronting the east-west road, allowing the overhang of the fourth level above the setback area to create a cloister effect;
- Buildings located on the primary building alignments as identified under Figure 13 are to be a minimum height of three storeys and are to be built on a nil setback to the street edge.
- Incorporate shading to the central e street (north south axis) public domain with either extended eave lines or a lower level awning/cloister structure treatment
- Blank walls are to be avoided
- Any community building should be of flat roof design incorporating shade structures to facilitate a number of different uses
- Mixed-use buildings should avoid the use of traditional hipped or gabled roof forms and be of single pitch or multi-pitch roof design. Alternate roof shapes may be considered on a merit basis.

Development in Zone 3

- Buildings located on the primary building alignments as identified under Figure 13 are to be a minimum height of three storeys and are to be built on a nil setback to the street edge
- Any fifth (or more) storey is to be setback a minimum of 3.6m from the street edge to The Hermitage Way.
- Any fifth (or more) storey element on the eastern boundary within Lot 3 DP1215911 (the existing club) is to be setback a minimum of 3.0m from the floor below along its eastern side to provide an appropriate transition to the eastern boundary.

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- Buildings along the southern boundary are to step down in height to the southern boundary to protect the amenity of the adjacent residential land to the south and south-east in terms of overshadowing and visual dominance.
- The building located on the southern boundary on Lot 3 DP1215911 (the existing club) is to be a maximum height of 2 storeys and provide a landscaped setback in accordance with Figure 14 to mitigate visual and acoustic impacts on adjoining residential development to the south and south-west.
- All new commercial premises are to comply with Council's Environmental Noise Policy, the EPA's Industrial Noise Policy and where applicable, the Office of Liquor and Gaming Regulations standard conditions.

Residential flat buildings and multi dwelling housing

Residential flat building or multi dwelling housing in any zone quadrant is to:

- Recognise the importance of view lines to vistas and district views;
- Provide transparent elements where view axis intersects with the building (e.g. atrium, under-croft);
- Buildings should frame the view axis by referencing or aligning with the axis boundary;
- The use of integrated balconies is preferred. The use of cantilevered balconies may be considered on a merit basis;
- Provide eaves to shade upper balcony areas. Large eave overhangs are encouraged for architectural expression and enhanced passive solar design;
- Apartment buildings should avoid the use of hipped or gabled roof forms and should be of single pitch or multi-pitch design;
- Blank walls are to be avoided;
- Parking is to be provided below grade where possible. Alternatively, other parking configurations may be provided but are to be appropriately treated and designed to maximise safety and minimise their detracting from the quality of the public domain environment;
- Private dwellings should provide casual surveillance to public domain areas;
- Private dwelling entry points should respect and respond to adjoining public domain areas.
- Address the requirements of Section 7.12 of Part A of this DCP.

Private domain building form

Buildings should reflect the form and scale outlined in Figure 124, represents indicative developable zones and not necessarily the form and scale of buildings

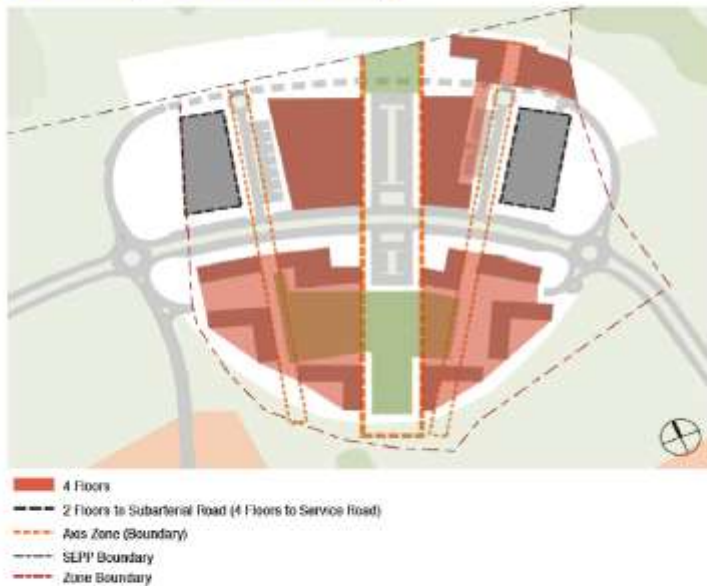


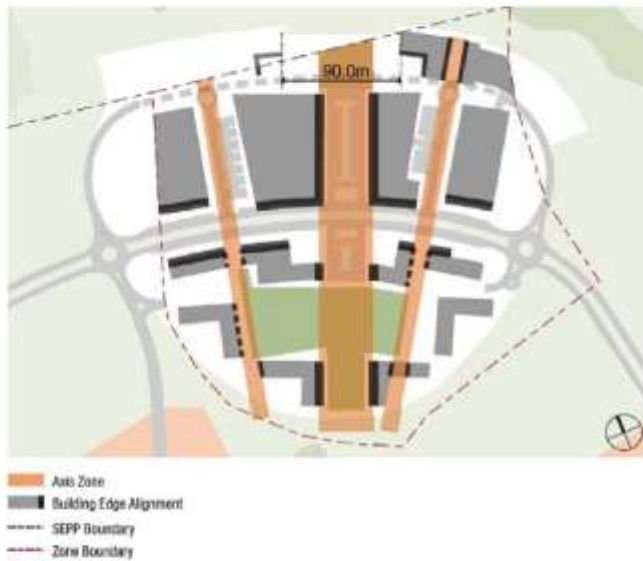


Figure 12. Developable Zones

Building alignment and setbacks

Buildings alignments are to reflect the setbacks and alignments allocated in Figures 132 and 143. The setbacks required are to be measured from the lot boundary fronting the public roads created by future subdivision and development.

Figure 132 identifies building edge locations where buildings should be designed to reinforce the axis alignments created through the precinct and the locations where buildings should front and address these edges.



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Figure 132 Primary building alignments and building transparency locations



- Axis Zone
- On Setback (Ground Floor)
- On Setback (Upper Floors)
- Fire Setback
- SCPP Secondary
- Zone Boundary



Figure 143: Building setbacks requirements for The Entertainment Precinct.

Materials finishes and Colours

All applications for the construction of new buildings are to include a proposed schedule of materials and finishes. Any schedule of materials and finishes is to demonstrate that the following concepts are achieved.

- Tripartite stratification of building elements (e.g. Base, middle, top-roof); and
- Distinct identities for retail/community uses as compared with residential uses.

Environmental Management in non-residential development

Applications for non-residential buildings are encouraged that are ecologically sustainable and minimises waste production. As a minimum this is to be demonstrated by all development for non residential purposes being required to achieve a minimum 4 star rating under the Australian Building Greenhouse Rating (ABGR) scheme.

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lindsaytaylorlawyers
planning • environment • local government

Third Deed of Variation
Gledswood Hills Planning Agreement

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Camden Council

**SH Camden Valley Pty Limited (As Trustee for the
SH Camden Valley Unit Trust)**

Date:

© Lindsay Taylor Lawyers

lindsaytaylorlawyers
Level 9, Suite 3, 420 George Street, Sydney NSW 2000, Australia
T 02 8235 9700 • F 02 8235 9799 • W www.lindsaytaylorlawyers.com.au • E mail@lindsaytaylorlawyers.com.au
ABN 29 682 671 304

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Third Deed of Variation to Gledswood Hills Planning Agreement
Camden Council
SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)



ORD02

Third Deed of Variation
Gledswood Hills Planning Agreement

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Attachment 2

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**Third Deed of Variation to Gledswood Hills Planning Agreement
Camden Council**



SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)

Third Deed of Variation to Gledswood Hills Planning Agreement

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, Oran Park, NSW 2570
(Council)

and

SH Camden Valley Pty Limited ABN 37 137 331 376 of 68 Waterloo Road,
Macquarie Park, New South Wales as Trustee for the SH Camden Valley Unit Trust (ABN 46
767 052 801) (**Landowner**)

Background

- A The Parties are Parties to the Planning Agreement.
- B Pursuant to clause 45 of the Planning Agreement, the Parties agree to amend the Planning Agreement to, amongst other things, to include a new Stage E for the Entertainment Precinct of the Development and to amend the timing and amount of monetary contributions to be paid for the part the Land that will become the Entertainment Precinct if the *Turner Road Precinct Development Control Plan 2007* is amended, to update title details, to amend the location and layout of open space areas, roads and drainage facilities to be provided by the Landowner and to amend the staging boundaries.

Operative provisions

1 Interpretation

- 1.1 In this Deed the following definitions apply:
 - Deed** means this Deed of Variation and includes any schedules, annexures and appendices to this Deed.
 - Planning Agreement** means the Gledswood Hills Planning Agreement pursuant to s93F of the *Environmental Planning and Assessment Act 1979* entered into between the Parties on 8 February 2013 as amended on 14 February 2014 and 12 October 2015.
- 1.2 All other capitalised words used in this Deed have the meanings given to those words in the Planning Agreement.
- 1.3 Clauses 1.2, 38, 40, 42, 43 and 44 of the Planning Agreement apply as if they form part of this Deed with any necessary changes.

**Third Deed of Variation to Gledswood Hills Planning Agreement
Camden Council**



SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)

ORD02

2 Status of this Deed

- 2.1 This Deed is an amendment to the Planning Agreement within the meaning of clause 25C(3) of the Regulation.
- 2.2 This Deed is not 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 Warranties

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

5 Amendment to Planning Agreement

5.1 On and from the date this Deed takes effect the Planning Agreement is amended:

5.1.1 in accordance with the marking-up shown on the copy of the Planning Agreement contained in the Schedule, and

5.1.15.1.2 such that the plans in Schedule 1 of the Planning Agreement are replaced by the plans contained in Schedule 1 of the Planning Agreement contained in the Schedule to this Deed.

6 Registration of this Deed

6.1 The parties agree that this Deed should be registered on that part of the Land:

6.1.1 which is not a Final Lot or Service Lot; and

6.1.2 for which the Landowner is still the registered proprietor as at 15 August 2017.

6.2 Each party will co-operate with each other in good faith to achieve the objective set out in clause 6.1.

6.3 For avoidance of doubt, clause 30 of the Planning Agreement applies to this Deed in the same way that it applies to the Planning Agreement.

Attachment 2

**Third Deed of Variation to Gledswood Hills Planning Agreement
Camden Council**



SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)

67 Costs

6.17.1 The Landowner is to pay to the Council the Council's reasonable 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.

6.27.2 This clause continues to apply after expiration or termination of this Deed.

78 Explanatory Note

7.18.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.

7.28.2 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 Deed.

Third Deed of Variation to Gledswood Hills Planning Agreement
Camden Council
SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)



ORD02

Schedule

(Clause 5)

Amended Planning Agreement

The Planning Agreement as amended by this Deed appears on the following pages.

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Attachment 2

Third Deed of Variation to Gledswood Hills Planning Agreement
Camden Council
SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)



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

Third Deed of Variation to Gledswood Hills Planning Agreement
Camden Council
SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)



ORD02

Appendix

(Clause 7)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Third Draft Deed of Variation to Gledswood Hills VPA

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, Oran Park, NSW 2570
(Council)

SH Camden Valley Pty Limited ABN 37 137 331 376 As Trustee for the SH Camden Valley Unit Trust (ABN 46 767 052 801) of 68 Waterloo Road, Macquarie Park, New South Wales (Landowner)

Description of the Land to which the Draft Deed of Variation Applies

The Draft Deed of Variation applies to the same Land the subject of the Planning Agreement.

Description of Proposed Development

The Draft Deed of Variation applies to the same Development the subject of the Planning Agreement.

Attachment 2

**Third Deed of Variation to Gledswood Hills Planning Agreement
Camden Council**



SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)

Summary of Objectives, Nature and Effect of the Draft Deed of Variation

Objectives of Draft Deed of Variation

The objective of the Draft Deed is to amend the Planning Agreement.

Nature of Draft Deed of Variation

The Draft Deed is a variation to the Planning Agreement under cl25C(3) of the Environmental Planning and Assessment Regulation 2000.

Effect of the Draft Deed of Variation

The Draft Deed of Variation varies the Planning Agreement to, amongst other things, amend the staging plan for the Development to include a new Stage E for the Entertainment Precinct of the Development and to amend the timing and amount of monetary contributions to be paid for the part the Land that will become the Entertainment Precinct if the *Turner Road Precinct Development Control Plan 2007* is amended, to update title details, to amend the location and layout of open space areas, roads and drainage facilities to be provided by the Landowner and to amend the staging boundaries.

Assessment of the Merits of the Draft Deed of Variation

The Planning Purposes Served by the Draft Deed of Variation

The Draft Deed provides for an amendment to the timing of monetary contributions to be paid for a part of the Land which will become the Entertainment Precinct. It also includes minor amendments to the location and layout of land to be dedicated and work to be carried out by the Landowner. The changes enable the subject land to be developed in a timely and efficient manner.

It does not change the Planning Agreement's provision of local infrastructure:

- to meet the demands generated by the Development for new public infrastructure, and
- to mitigate the potential impacts of the Development.

How the Draft Deed of Variation Promotes the Public Interest

The Draft Deed of Variation promotes the Public Interest by ensuring that Planning Agreement properly reflects the timing, nature and extent of the works and monetary contributions to be provided by the Landowner.

The Draft Deed of Variation does not amend the Landowner's obligation to make development contributions towards the cost of public amenities and public services to meet the demand created by the Development and to carry out works and dedicate land in that regard. This enables the subject land to be developed in a timely and efficient manner to promote residential housing development, which in turn promotes

**Third Deed of Variation to Gledswood Hills Planning Agreement
Camden Council**



SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)

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the following objectives of the *Environmental Planning and Assessment Act, 1979* as contained in s5 of that Act:

- promotes and co-ordinates the orderly and economic use and development of the land,
- achieves the provision of land for public purposes, and
- achieves the provision and co-ordination of community services and facilities

For Planning Authorities:

Development Corporations - How the Draft Deed of Variation Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Deed of Variation Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Deed of Variation Promotes the Elements of the Council’s Charter (now the Guiding Principles for Local Government in s8 of the Local Government Act 1993)

The Draft Planning Agreement promotes the guiding principles for Councils by:

- enabling the Council to manage lands and other assets so that current and future local community needs can be met in an affordable way,
- enabling the Council to work with the Landowner to secure appropriate services for local community needs, and
- enabling the Council, through public notification of this Deed, to actively engage with local communities.

The Draft Deed does not amend the continued provision of various public facilities the need for which is created by the Development.

All Planning Authorities – Whether the Draft Deed of Variation Conforms with the Authority’s Capital Works Program

The Draft Deed does not change the general nature of Works to be provided by the [Developer-Landowner](#) under the Planning Agreement. All Works are as a consequence of the Development and are to be provided by the Landowner in-kind. As such, the Draft Deed of Variation conforms with Council’s Works Program and other Authorities. **[Drafting Note: Council to confirm]**

All Planning Authorities – Whether the Draft Deed of Variation specifies that certain requirements must be complied with before a

Attachment 2

**Third Deed of Variation to Gledswood Hills Planning Agreement
Camden Council**



SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)

construction certificate, occupation certificate or subdivision certificate is issued

The Draft Deed of Variation amends the Planning Agreement to specify that certain monetary contributions under the Planning Agreement must be paid before the issuing of occupation certificates for Dwellings in the Entertainment Precinct.

DRAFT

**Gledswood Hills
Planning Agreement**

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

Camden Council

**SH Camden Valley Pty Limited (As Trustee for the
SH Camden Valley Unit Trust)**

Date:



Gledswood Hills Planning Agreement

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Gledswood Hills Planning Agreement – As amended ~~October 2015~~August 2017

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Gledswood Hills Planning Agreement

Summary Sheet

Council:

Name: Camden Council

Address [70 Central Avenue, Oran Park, NSW 2570](#) ~~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: SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust)

Address: 68 Waterloo Road Macquarie Park NSW 2113

Telephone: (02) 8817 1400

Facsimile: (02) 8817 4801

Email: Craig.D'Costa@sekisuihouse.com.au

Representative: Craig D'Costa

Land:

See definition of *Land* in clause 1.1 and see clause 2.

Development:

See definition of *Development* in clause 1.1 and clause 2.

Development Contributions:

See Part 2 and Schedule 2.

Application of s94, s94A and s94EF of the Act:

See clause 5.

Enforcement:

See clauses 11, 21, 27, 28, 31, 32 and Part 5.

Registration:

Yes. See clause 30.

Restriction on dealings:

See clause 32.

Dispute Resolution:

Expert determination and mediation. See clauses 28 and 29.

Gledswood Hills

Planning Agreement

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

Parties

Camden Council ABN 31 117 341 764 of [70 Central Avenue, Oran Park, NSW 257037 John Street, Camden, New South Wales](#) (**Council**)

and

SH Camden Valley Pty Limited ABN 37 137 331 376 of 68 Waterloo Road Macquarie Park NSW 2113 As trustee for the **SH Camden Valley Unit Trust** (ABN 46 767 052 801) (**SH Camden Valley**) (**Landowner**)

Background

- A The Landowner is the owner of the Land.
- B The Landowner has commenced to carry out the Development.
- C The Landowner proposes to apply to modify the Existing Development Consents in relation to the Development so as to delete the existing section 94 conditions on those Development Consents.
- D The Landowner proposes to apply for one or more further Development Consents in relation to the Development.
- E The Parties agree that the Development Contributions required under this Agreement are a suitable replacement for the obligations imposed by the existing section 94 conditions in the Existing Development Consents and for section 94 or section 94A conditions that might otherwise be imposed under one or more further Development Consents for the Development.
- F The Landowner proposes to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

- 1.1 In this Agreement the following definitions apply:

Gledswood Hills Planning Agreement – As amended ~~October 2015~~ [August 2017](#)

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

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

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) an Australian bank, non-bank-financial institution, or insurance company subject to prudential supervision by the Australian Prudential Regulatory Authority and has a credit rating of "A" or above (as assessed by Standard and Poors) or "A2" or above (as assessed by Moody's Investors Service) or "A" or above (as assessed by Fitch Ratings);
- (b) any other financial institution approved by the Council in its absolute discretion.

Calendar month means a period commencing at the beginning of a day of one of the 12 named months and ending:

- (a) immediately before the beginning of the corresponding day of the next named month, or
- (b) if there is no such corresponding day, at the end of the next named month.

Construction Certificate has the same meaning as in the Act.

Contribution Item or **Item** means an item or part of an item specified or described in Column 1 of Schedule 2.

Contribution Value means:

- (a) the amount contained in Column 6 of Schedule 2, in respect of Contribution Items contained in Schedule 2 as at December 2007; or
- (b) the amount agreed between the Parties under clause 34 in respect of any Contribution Items not included in Schedule 2 at the date of this Agreement,

indexed in the same way as monetary contributions under clause 9.3 and subject to any other necessary modifications.

CP means the *Oran Park and Turner Road Precincts Section 94 Contributions Plan* as at 1 June 2012.

CPI means the index numbers published for the "All groups CPI; Sydney" as part of the Consumer Price Index by the Australian Bureau of Statistics.

Defects Liability Period means the period commencing on the date of Works Completion and ending 12 months after that date.

Deferred Work Security means the Security provided under clause 11.1.2 of this Agreement.

Development means development of the Land for urban purposes, including:

- (a) subdivision of the Land (other than the Entertainment Precinct) to accommodate approximately 1,200 Dwellings;
- (b) the construction, occupation and use of approximately 400 Dwellings on the Entertainment Precinct and strata subdivision of some of the land within the Entertainment Precinct;
- (cb) establishment of a road, utilities and stormwater management network, including the construction of a creek crossing over South Creek;

- (de) the provision of various types of open space and creation of recreation areas;
 - (ed) the rehabilitation and embellishment of the South Creek riparian corridor;
 - (e) the construction and use of buildings, including buildings for the purposes of residential accommodation and commercial premises within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006*; and
 - (gf) development authorised by the Existing Development Consents.
- but does not include the construction or use of a Secondary Dwelling on a Final Lot if that Secondary Dwelling was not the subject of a Development Consent granted prior to the creation the Final Lot:

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.

Dwelling means a dwelling (within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement), but does not include a Secondary Dwelling.

Entertainment Precinct means the part the Land shown hatched in red in Sheet 1B of Schedule 1.

Excluded Land means the land depicted as Lot 3 [DP 1215911](#) identified in the plan titled "[Plan of Subdivision of Lot 3 in DP 1175488 & Easements within Lot 5 in DP 1175488](#)" in Sheet 1A of Schedule 1.

Existing Development Consents means all of the following Development Consents:

- (a) the Development Consent granted as a result of DA 199/2011;
- (b) the Development Consent granted as a result of DA 1182/2011;
- (c) the Development Consent granted as a result of DA 406/2012,

as modified from time to time.

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

- (a) a Service Lot; or
- (a)(b) [common property within the meaning of the Strata Schemes Development Act 2015](#).

Final Lot Area means the area of the ground (measured in hectares or fractions thereof) in Final Lots for which Subdivision Certificates have been issued, but excluding land:

- (a) that cannot be used for residential, retail, commercial, business, industrial, education or other employment purposes;
- (b) that has been identified by the Growth Centres Commission or the Department of Planning and Infrastructure for the provision of infrastructure utilising special infrastructure contributions under section 94EF of Act;

- (c) set aside for publicly owned community facilities or community services provided, or to be provided, under the CP, another contributions plan prepared under the Act or this Agreement;
- (d) set aside for roads provided, or to be provided, under the CP, another contributions plan prepared under the Act or this Agreement;
- (e) used as regional Roads and Maritime Services roads;
- (f) used as existing roads to be included as part of the proposed road network;
- (g) identified as being set aside for public open space;
- (h) that is flood affected, below the one in 100 year flood level;
- (i) that is within a core riparian zone or riparian buffer area;
- (j) for public schools or TAFE colleges;
- (k) for publicly owned health facilities;
- (l) for ambulance stations, fire stations or police stations;
- (m) for bus depots or bus/rail interchanges;
- (n) for rail corridors, rail stations or associated parking facilities; or
- (o) for facilities provided by Sydney Water, Endeavour Energy or equivalent water, sewer or energy providers.

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 ~~Lots 2000 and 2076 DP 1161618, Lots 1, 2, 3 and 5, DP 1175488, Lots 1, 2 and 3 DP1193179, all land within the boundaries of DP 1166622, DP 1173178, DP 1177172 (except Lot 5026 DP1177172), DP1185494, DP1185515, DP1185517 and DP1190626 and all land within the boundaries of DP1166622, DP1173178, DP1177172, DP1185494, DP1194288, DP1185515, DP1195220, DP1185517, DP1195221, DP1185518, DP1213934, DP1224532, DP1224533, DP1226363, DP1200894, DP1221783, DP1193054, DP1217951, Lot 1 & 2 DP1222128, DP1190626, DP1209496, DP1197381, Lot 2000 & 2076 DP1161618, Lot 2 DP1175488, Lot 1 DP1175488, Lots 1 to 8 in DP1227491, Lot 1 DP1193179, DP1202307, DP 1214986 and DP1231842, except the Excluded Land.~~

Note: The general location of the above allotments is identified as the "Existing Lot Information Diagram" on Sheet 1 of in Schedule 1.

LG Act means the *Local Government Act 1993*.

LPI means Land and Property Information.

Maintenance Period means a period of 5 years from the date of Works Completion.

Novation Deed means the draft deed in Schedule 3.

Occupation Certificate has the same meaning as in the Act.

Party means a party to this agreement, including its successors and assigns and a person bound by the Agreement under section 93H(3) of the Act.

Plan of Management means a plan of management within the meaning of section 36 of the LG Act.

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

Registrar-General means the Registrar-General referred to in the *Real Property Act 1900*.

Registration Security means a Security provided under clause 30.4.4 of this Agreement.

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

Relevant Stage means:

- (a) the Stage identified Column 3 of Schedule 2; or
- (b) in respect of any Contribution Items not included in Schedule 2 at the date of this Agreement but are Contribution Items as a result of clause 34 -
 - (i) if the Contribution Item is located wholly within a Stage - the Stage within which that Contribution Item is located; or
 - (ii) in respect of a part of a Contribution Item where that Item is located in more than one Stage - the Stage within which the part of the Contribution Item is located.

Secondary Dwelling means a secondary dwelling within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement.

Security means a Bank Guarantee, or such other kind of security as is agreed to by the Council in its absolute discretion.

Service Lot means a lot that is created for one or more of the following purposes:

- (a) to be dedicated or otherwise transferred to the Council;
 - (b) for any public utility undertaking (within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement);
 - (c) for roads, open space, recreation, environmental conservation, water cycle management or riparian land management,
- but does not include a lot which is intended to be further subdivided by or behalf of the Landowner but does include association property within the meaning of the *Community Land Development Act 1989*; used for a purpose mentioned in (c) above.

Stage means a stage of the Development, as shown on the **Staging Overview Plan**, but, despite that drawing, does not include any part of the Entertainment Precinct.

Staging Overview Plan means the plan identified as the "Staging Overview Plan" on Sheet 2 of Schedule 1.

Subdivision Certificate has the same meaning as in the Act and includes a strata certificate.

Superlot means any part of the Land in relation to which the Landowner proposes to sell Final Lots which are not yet created.

VPA Facilities – Stage A Plan means the plan identified as the "VPA Facilities – Stage A" on Sheet 3 of Schedule 1.

VPA Facilities – Stage B Plan means the plan identified as the "VPA Facilities – Stage B" on Sheet 4 of Schedule 1.

VPA Facilities – Stage C Plan means the plan identified as the "VPA Facilities – Stage C" on Sheet 5 of Schedule 1.

VPA Facilities – Stage D Plan means the plan identified as the "VPA Facilities – Stage D" on Sheet 6 of Schedule 1.

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

- (a) in relation to a Contribution Item; and
- (b) required to be carried out by the Landowner under this Agreement.

Works Completion means in relation to a Work, the date on which the Council gives the Landowner a notice under clause 19.3.

- 1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
 - 1.2.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
 - 1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.7 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
 - 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
 - 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
 - 1.2.13 A reference to this Agreement includes the agreement recorded in this Agreement.
 - 1.2.14 A provision in this Agreement that imposes a liability on a Party, or disentitles a Party to a benefit, extends to imposing that liability on the

Party, or disentitling the Party of that benefit, in respect of the acts or omissions of servants, agents and contractors of the Party.

- 1.2.15 Any schedules, appendices and attachments form part of this Agreement.
- 1.2.16 Notes appearing in this Agreement are operative provisions of this Agreement.

2 Application of this Agreement

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

3 Further agreements relating to this Agreement

- 3.1 The Parties may, at any time, enter into such other agreements relating to the subject-matter of this Agreement that they consider are necessary or desirable in order to give effect to this Agreement.
- 3.2 An agreement or arrangement referred to in clause 3.1 is not to be inconsistent with this Agreement.

Note: This clause is not intended to prevent amendment of this Agreement as authorised under the Act.

4 Surrender of right of appeal, etc.

- 4.1 A Party is not to commence or maintain, or cause to be commenced or maintained, any proceedings in the Land and Environment Court involving an appeal against, or questioning the validity of, a Development Consent relating to the Development or an approval under section 96 of the Act to modify a Development Consent relating to the Development to the extent that it relates to the existence of this Agreement or requires any aspect of this Agreement to be performed according to the terms of this Agreement.

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

- 5.1 This Agreement excludes the application of section 94 to the Development.
- 5.2 This Agreement excludes the application of section 94A to the Development.
- 5.3 This Agreement does not exclude the application of section 94EF to the Development.
- 5.4 For avoidance of doubt, clauses 5.1 to 5.3 do not cease to apply merely because this Agreement is not registered on the title of a Final Lot (as provided under clause 30.2) or because the owner of a Final Lot is not a Party to this Agreement.

6 Conditions of Consent

- 6.1 Nothing in this Agreement, other than clauses 5.1 and 5.2, limits or restricts the ability of Council to impose a condition of Development Consent.

Part 2 – Development Contributions

7 Commencement of Development Contributions obligations

- 7.1 The Landowner is under no obligation to make the Development Contributions in accordance with this Agreement unless:
- 7.1.1 the Existing Development Consents are all modified such that they contain no condition under either section 94 or section 94A of the Act but rather a condition requiring this Agreement to be entered into prior to the issuing of the first Subdivision Certificate for the respective developments; or
- 7.1.2 Development Consent is granted after the date of this Agreement to any part of the Development subject to a condition requiring this Agreement to be entered into and that Development Consent is physically commenced in accordance with section 95(4) of the Act.
- 7.1A The Landowner is under no obligation to make the Development Contributions in relation to the Entertainment Precinct unless the *Turner Road Precinct Development Control Plan 2007* has been amended by a draft development control plan prepared:
- 7.1A.1 pursuant to the Landowner's proposal submitted to the Council as varied and adopted by Council for public exhibition on **[Drafting Note Insert date of Council meeting on which Council decides to publicly exhibit the DCP amendment]**, or
- 7.1A.2 pursuant to a variation to the publicly exhibited draft development control plan referred to in clause 7.1A.1 but only if the Landowner has given Council written notice that it agrees to that variation, provided that the Landowner cannot unreasonably withhold the agreement to the variation if it is of materially the same effect as the publicly exhibited draft development control plan.
- 7.2 For the avoidance of doubt, nothing in this Agreement shall be taken to require the Landowner:
- 7.2.1 to carry out or complete works in relation to any Stage before or after the carrying out or completion of works in relation to another Stage;
- 7.2.2 to make a monetary Development Contribution in relation to Final Lots for which a Subdivision Certificate or Occupation Certificate was issued prior to the date of this Agreement;
- 7.2.3 if the Development has not been physically commenced - to carry out all or part of the Development; and
- 7.2.4 if the Development has been physically commenced - to produce any particular number of Final Lots.
- 7.3 However, nothing in this clause 7 shall be taken to exempt the Landowner from the obligation to comply with the provisions of this Agreement that impose obligations other than the making of Development Contributions including those that require:
- 7.3.1 the submission of plans, reports and the like; and

7.3.2 other facilitation of the implementation of the Agreement including for registration of this Agreement and the provision of Security as and when specified.

7.4 The Landowner agrees to expeditiously submit applications to modify each of the Existing Development Consents so that they contain neither conditions under section 94 or section 94A of the Act but rather a condition requiring this Agreement to be entered into prior to the issuing of the first Subdivision Certificate.

8 Provision of Development Contributions

8.1 The Landowner is to make Development Contributions in accordance with this Agreement to the reasonable satisfaction of the Council.

8.2 Schedule 2 has effect in relation to Development Contributions to be made by the Landowner under this Agreement according to its terms. Nothing in Schedule 2 prevents a Landowner from electing to make a Development Contribution prior to the time it is required to do so.

8.3 The Council is to apply each Development Contribution made by the Landowner under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.

8.4 Despite clause 8.3, the Council may apply a Development Contribution made under this Agreement towards a public purpose other than the public purpose specified in this Agreement if the Council considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified having regard to town planning conditions prevailing at the time.

9 Procedures relating to payment of monetary Development Contributions

9.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

9.2 The Landowner is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution.

9.3 Monetary Development Contributions are to be indexed in accordance with the methodology for indexing contributions under the relevant portions of section 2.15.1 of the CP (annexed to this Agreement and marked "A") subject to the following modifications:

9.3.1 "all work schedule items (other than land yet to be acquired)" should be read as "monetary contributions";

9.3.2 a reference to "development consent" should be read as a reference to this Agreement; and

9.3.3 "the issue of the development consent" should be read as December 2007, except in relation to a monetary Development Contribution in relation to the Entertainment Precinct, in which case it should be read as March 2017.

10 Procedures relating to the dedication of land

- 10.1 A Development Contribution comprising the dedication of land is made for the purposes of this Agreement when:
- 10.1.1 a deposited plan is registered in the register of plans maintained by the Registrar-General, that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* or creates a public reserve or drainage reserve under the LG Act, or
 - 10.1.2 the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the land to the Council when registered.
- 10.2 For the purposes of clause 10.1.2:
- 10.2.1 the Landowner is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the land to be dedicated,
 - 10.2.2 the Council is to execute the instrument of transfer and return it to the Landowner within 7 days of receiving it from Landowner,
 - 10.2.3 the Landowner is to lodge the instrument of transfer for registration with the Registrar-General within 7 days of receiving it from the Council duly executed, and
 - 10.2.4 the Landowner and the Council are to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 10.3 If this Agreement requires the Landowner to dedicate land on which the Landowner is required to carry out a Work under this Agreement, the Landowner is to give to the Council the instrument of transfer of the land under clause 10.2.1 not later than the time specified in Column 5 of Schedule 2 in relation to the relevant "dedication of land" Contribution Item.

Part 3 - Provisions regarding the Carrying out of Work

11 Deferral of Work

- 11.1 Notwithstanding any other provision of this Agreement, 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 Schedule 2, then:
- 11.1.1 the Landowner must provide written notice to the Council to that effect;
 - 11.1.2 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 date on which the application for the relevant Subdivision Certificate is made;
 - 11.1.3 the Landowner must provide to Council, for Council's approval, a revised completion date for the Work;
 - 11.1.4 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
- 11.1.5 the time for completion of the Work under this Agreement will be taken to be the revised completion date approved by the Council under clause 11.1.4.
- 11.2 If the Landowner complies with clause 11.1, then it will not be considered to be in breach of this Agreement as a result of a failure to complete a Work by the time for completion of the Work specified in Column 5 of Schedule 2.
- 11.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 11.1.4, then the Council may call on the Security to meet any of its reasonable costs incurred under this Agreement in respect of the failure to complete the Work by the revised date for completion.
- 11.4 The amount of Security is to be indexed annually in the same way as monetary Development Contributions under clause 9.3, and subject to any other necessary modifications.
- 11.5 The Landowner is to ensure that a Security held by the Council at all times equals the amount of the Security so indexed.
- 11.6 The Landowner need not provide any additional Security under this clause 11 if at the time the Security would be payable under this clause:
- 11.6.1 Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause; and
- 11.6.2 the Landowner consents to the use of the Security being held under the other provisions of the Agreement being held under the provisions of this clause 11.6.

12 Approval of Works

- 12.1 Council must approve the design and specifications for each Work.
- 12.2 Prior to requesting approval for the design and specifications for each Work, the Landowner must request that Council provide the Landowner with any requirements the Council may have for the design, materials, specifications and capacity of the Work.
- 12.3 Any such requirements must:
- 12.3.1 be consistent with the nature and extent of the Contribution Item set out in Column 4 of Schedule 2;
- 12.3.2 be reasonable, having regard to the Contribution Value for the Work; and
- 12.3.3 be otherwise reasonable.
- 12.4 If the Council does not provide any requirements to the Landowner within one calendar month of a request being made under clause 12.2, the Council will be taken to have no such requirements.
- 12.5 Once the Landowner receives Council's requirements for the Work under clause 12.2, the Landowner must provide the design and specifications for the Work to Council for Council's approval.
- 12.6 The design and specifications submitted to Council under clause 12.5 must be accompanied by:
- 12.6.1 a draft Plan of Management for the land on which the Work is to be located (which may also be prepared for all or any other land to be

- dedicated), but only if Column 7 of Schedule 2 provides that a Plan of Management is required for that land; and
- 12.6.2 a maintenance regime for the Work, and costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 12.7 Council must approve or refuse the design and specifications of a Work and the proposed maintenance regime, and advise the Landowner accordingly within 2 calendar months of its receipt. The Council is not to unreasonably refuse the design and specifications or maintenance regime.
- 12.8 A decision by Council to approve the design, specifications or maintenance regime may require a change to the design and specifications or the maintenance regime, provided the change:
- 12.8.1 is consistent with the nature and extent of the Contribution Item set out in Column 4 of Schedule 2;
- 12.8.2 is reasonable, in relation to the design and specifications, having regard to the Contribution Value for the Work; and
- 12.8.3 is otherwise reasonable.
- The Landowner will make any such change to the design, specifications and maintenance regime for the Work required by the Council.
- 12.9 The Landowner must not lodge any Development Application for a Work unless
- 12.9.1 the Council has first approved of the design and specifications for the Work; and
- 12.9.2 the Development Application is consistent with the approved design and specifications of the Work, including any change required in accordance with clause 12.8.
- 12.10 For the avoidance of doubt, nothing in this clause can be construed as fettering the Council's discretion, as consent authority, in determining any Development Application for a Work.
- 12.11 The Landowner is to bear its own costs associated with obtaining the Council's approval to the detailed design of a Work under this clause.

13 Staging of Works

- 13.1 In order to ensure that the Landowner can provide the Contribution Items comprising Works at the time required under this Agreement, the Landowner must ensure that a Development Application or Development Applications are lodged which seek consent for so much of the ~~the~~ Works as are relevant, in conjunction with the Relevant Stage.

14 Carrying out of Work

- 14.1 Except as otherwise specifically provided by this Agreement, any Work that is required to be carried out by a Landowner under this Agreement is to be carried out in accordance with:
- 14.1.1 any relevant Development Consent;
- 14.1.2 any other applicable law; and
- 14.1.3 in a good and workmanlike manner and accepted industry standards.

15 Access to the Land

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

16 Protection of people and property

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

17 Damage and repairs to Work

- 17.1 The Landowner, at its own cost, is to repair and make good to the reasonable satisfaction of the Council any loss or damage to a Work from any cause whatsoever which occurs before Works Completion. This does not apply to the extent that the loss or damage occurs as a consequence of a negligent or intentional act or omission of the Council.

18 Variation of Work

- 18.1 A Work is not to be varied unless:
- 18.1.1 the Parties agree in writing to the variation;
- 18.1.2 any consent or approval required under the Act or any other law to the variation is first obtained; and
- 18.1.3 if the variation was initiated by the Landowner - the Landowner agrees to meet Council's reasonable costs of and incidental to agreeing to the variation.
- For the purposes of clause 18.1 a variation may relate to any matter in relation to the Work that is dealt with by this Agreement.
- 18.2 Council may, acting reasonably having regard to the Contribution Value for the Contribution Item, direct a Landowner, in writing, to:
- 18.2.1 vary a Work; or
- 18.2.2 carry out additional works which the Council considers are necessary in order for the Work to operate effectively.
- 18.3 If Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council shall be liable to pay to the

Landowner an amount equal to the increase in the costs of completing the Work, which results from the variation requested by the Council.

- 18.4 Council shall pay the amount referred to in clause 18.3 to the Landowner after the Work is complete, and within 28 days of receipt of:
- 18.4.1 a tax invoice for the amount claimed by the Landowner; and
- 18.4.2 documentation which demonstrates to Council's reasonable satisfaction the increase in costs as a result of the variation requested by the Council.
- 18.5 For the avoidance of doubt, a variation to a Work under this clause 18 does not require the variation of this Agreement, provided the Council is satisfied that the variation is generally consistent with the intended objectives and outcomes of this Agreement at the date of this Agreement.

19 Procedures relating to the completion of Work

- 19.1 A Development Contribution comprising the carrying out of Work is made for the purposes of this Agreement on Works Completion.
- 19.2 The Landowner may request the Council to give a notice to the Landowner that:
- 19.2.1 a Work has been completed for the purposes of this Agreement; or
- 19.2.2 in relation to Contribution Items 5, 6, 7, 8,9, 10, 11, 13, 14, 15 and 28 - a part of the Work has been completed for the purposes of this Agreement.
- 19.3 A Work or a part of a Work is completed for the purposes of this Agreement when the Council, at the request of the Landowner under clause 19.2, gives a notice to the Landowner to that effect. The Council, acting reasonably, must either give the notice or refuse to give the notice.
- 19.4 On giving of a notice under clause 19.3, the Council accepts responsibility for the Work (or the discrete part of the Work) subject to anything to the contrary in this Agreement.
- 19.5 The Landowner will maintain Contribution Items 13, 14 and 15 during the Maintenance Period for each item, or part of the item.
- 19.6 In clause 19.5 **maintain** means the approved maintenance regime for the Work under clause 12 and includes damage to same as a result of adverse weather or other act of God.

20 Procedures relating to the rectification of defects

- 20.1 During the Defects Liability Period for a Work, the Council may, acting reasonably, give to the Landowner one or more Rectification Notices.
- 20.2 Subject to clause 28 and clause 29, the Landowner is to comply with a Rectification Notice at its own cost according to its terms and to the reasonable satisfaction of the Council.
- 20.3 If the Landowner breaches clause 20.2, the Council may have the relevant defect rectified and may recover its reasonable costs of so doing as a debt due in a court of competent jurisdiction.
- 20.4 This clause 20 does not apply to Contribution Items 13, 14 and 15.

21 Failure to carry out Work

Gledswood Hills Planning Agreement – As amended ~~October 2015~~ August 2017

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- 21.1 If the Council reasonably considers that a Landowner is in breach of any obligation under this Agreement relating to a Work, including compliance with a Rectification Notice or maintenance during the Maintenance Period, the Council may give the Landowner a written notice requiring the breach to be rectified to the Council's reasonable satisfaction.
- 21.2 A notice given under clause 21.1 is to allow the Landowner a period of not less than 28 days or such further period as the Council considers reasonable in the circumstances to rectify the breach.
- 21.3 The Council may carry out and complete the Work the subject of a notice under clause 21.1 if the Landowner fails to comply with the notice to the Council's reasonable satisfaction.
- 21.4 The Landowner is to do all things reasonably necessary to enable the Council to exercise its rights under clause 21.3.
- 21.5 If, following the exercise by the Council of its rights under clause 21.3, the Council incurs a cost in carrying out, completing or rectifying a defect in a Work resulting from non-compliance by the Landowner with this Agreement that is not met by calling-up the Security, the Council may recover the reasonable cost from the Landowner in a court of competent jurisdiction.
- 21.6 For the purpose of clause 21.5, the Council's costs of carrying out, completing or rectifying a defect in a Work are the Council's reasonable costs including, but not limited to:
- 21.6.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - 21.6.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
 - 21.6.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Landowner's failure to comply with this Agreement.

22 Works-As-Executed-Plan

- 22.1 No later than 28 days after a Work is taken to have been completed in accordance with this Agreement, the Landowner is to submit to the Council the following:
- 22.1.1 a full works-as-executed plan in respect of the Work;
 - 22.1.2 any warranties associated with any products used in the carrying out of the Work; and
 - 22.1.3 copies of the relevant documentation associated with quality monitoring during the carrying out of the Work.

Part 4 – Indemnities and Insurances

23 Indemnity and Insurance

- 23.1 The Landowner indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with a negligent act or omission of

the Landowner in carrying out any Work or the performance of any other obligation under this Agreement. . . :

- 23.2 Before physical commencement of a Work the Landowner is to take out and keep current to the reasonable satisfaction of the Council the following insurances in relation to work required to be carried out by the Landowner under this Agreement up until the Work is taken to have been completed in accordance with this Agreement:
- 23.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Work (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 Work,
- 23.2.2 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,
- 23.2.3 workers compensation insurance as required by law, and
- 23.2.4 any other insurance required by law.
- 23.3 If the Landowner fails to comply with clause 23.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Landowner to the Council and may be recovered by the Council as it deems appropriate including:
- 23.3.1 by calling upon any Security provided by the Landowner to the Council under this Agreement, or
- 23.3.2 recovery as a debt due in a court of competent jurisdiction.
- 23.4 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 23.2.

Part 5 - Security

24 Provision of Security

- 24.1 In this clause 24 the following definitions apply:

FLA Subdivision Certificate means a subdivision certificate within the meaning of the *Environmental Planning and Assessment Act 1979* or a strata certificate within the meaning of the *Strata Schemes (Freehold Development) Act 1973* that:

- (a) authorises the registration of a plan of subdivision or strata plan which, on registration, will create additional Final Lot Area; and
- (b) is able to be issued because one of the Existing Development Consents, or a Development Consent for the Development granted after the date of this Agreement, is in force with respect to the proposed subdivision.

Satoyama Open Space means Contribution Items 5, 6 and 7.

South Creek Crossing means Contribution Item 12.

Security Amount:

- (a) in relation to the South Creek Crossing—means:
 - (i) Security to the value of \$14,083.12 per hectare or part thereof of Final Lot Area created as a consequence of each FLA Subdivision Certificate that has been issued; or
 - (ii) such other amount as the Landowner and the Council agree in writing;
 - (b) in relation to the Satoyama Open Space – means:
 - (i) Security to the value of \$42,041.77 per hectare of Final Lot Area or part thereof created as a consequence of each FLA Subdivision Certificate that has been issued;
 - (ii) less \$500,000 per hectare or part thereof of those parts of the Satoyama Open Space that have been completed for the purposes of this Agreement,
or such other amount as the Landowner and the Council agree in writing.
- 24.2 In relation to the South Creek Crossing, the Landowner is to provide the Council with:
- 24.2.1 the Security Amount- immediately before the issuing of the first FLA Subdivision Certificate; and
 - 24.2.2 the difference between previous Security Amount(s) provided and held by the Council and the new Security Amount - immediately before the issuing of each further FLA Subdivision Certificate.
- 24.3 In relation to the Satoyama Open Space, the Landowner is to provide the Council with:
- 24.3.1 the Security Amount (if the amount is not zero or negative) - immediately before the issuing of the first FLA Subdivision Certificate; and
 - 24.3.2 the difference between previous Security Amount(s) provided and held by the Council and the new Security Amount (if the amount is not zero or negative) - immediately before the issuing of each further FLA Subdivision Certificate.
- 24.4 In clause 24.2 and clause 24.3, the Security Amount must be calculated on the assumption that the relevant FLA Subdivision Certificate sought has been issued.
- 24.5 The Landowner may, at any time, elect to provide the Council with a replacement Security in the amount of the Security Amount actually required to be provided under this clause 24 if:
- 24.5.1 the relevant FLA Subdivision Certificate application relied on for the purpose of clause 24.5 is withdrawn or is refused; or
 - 24.5.2 in relation to the Satoyama Open Space - the value of the Security Amount has reduced.
- 24.6 Nothing in clause 24.2 and clause 24.3 above prevents a Landowner from electing to provide a Security Amount prior to the time it is required to do so, or for at a greater value than it is required to do, and such action:
- 24.6.1 does not prejudice any rights the Landowner has under this Agreement, including those rights under clause 24; and

24.6.2 does not, despite clause 24.2 and clause 24.3, oblige the Landowner to provide any additional Security beyond that required by this Agreement.

- 24.7 Nothing in clause 24.2 and clause 24.3 requires a Security Amount to be provided if the relevant Contribution Item has been completed and the Defects Liability Period or Maintenance Period for the Item (if any) has expired.
- 24.8 The amount of the Security is to be indexed annually in the same way as monetary contributions under clause 9.3 and subject to any other necessary modifications.
- 24.9 The Landowner must ensure that the Security held by the Council at all times equals the indexed amount notified to the Landowner by Council.

25 Release & return of Security

- 25.1 The Council is to release and return a Security or any unused part of it to the Landowner within 14 days of compliance by the Landowner with its Development Contribution obligations to which the Security relates.
- 25.2 At any time following the provision of the Security, the Landowner may elect to provide the Council with a replacement Security in the amount of the Security required to be provided under this Agreement.
- 25.3 On receipt of a replacement Security, the Council is to release and return to the Landowner as directed, the Security it holds which has been replaced.
- 25.4 The Council and the Landowner may agree to roll-over any unused Security or unused part of a Security for a different purpose under this Agreement than the purpose for which the Security was originally given.
- 25.5 On receipt of written advice from a suitably qualified person independent of the Parties that a Security required under this Agreement is in excess of the necessary Security for the obligations to which the Security relates, the Council may (but is not obliged to) so notify the Landowner; and if so the relevant requirement for Security is taken to be reduced accordingly and the Council is to release or return to the Landowner any relevant Security it holds to that extent.

26 Call-up of Security

- 26.1 The Council may call-up a Security if it considers, acting reasonably, that the Landowner has not complied with its Development Contributions obligations under this Agreement to which the Security relates.
- 26.2 However, the Council is not to call-up a Security unless it has given the Landowner not less than 30 days written notice of its intention to do so and the Landowner have not rectified the non-compliance to the Council's reasonable satisfaction before that period has expired.
- 26.3 If the Council calls-up a Security, it may only use the amount paid to it in satisfaction of any reasonable costs incurred by it in remedying the non-compliance including:
- 26.3.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose;
- 26.3.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified; and

- 26.3.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Landowner's non-compliance.
- 26.4 If the Council calls on the Security, the Council may, by notice in writing to the Landowner, require the Landowner to provide a further or replacement Security in an amount that, when added to any unused portion of the Security held by the Council, equals, but does not exceed the amount of the Security the Council is entitled to hold under this Agreement relating to the relevant Development Contribution obligation.
- 26.5 Notwithstanding clause 26.1 or any other provision of this Agreement:
- 26.5.1 a Deferred Work Security can only be called-up in relation to a breach of this Agreement in respect of the carrying out of the Work in relation to which the Deferred Work Security was provided; and
- 26.5.2 a Registration Security can only be called-up in relation to a breach of this Agreement in respect of the Development Contributions required in relation to the Superlot for which the Registration Security was provided.
- 26.6 If:
- 26.6.1 a Landowner who has provided Security gives written notice to Council under this subclause 26.6 that it will not make an application for a Subdivision Certificate for the creation of a threshold lot which would create an obligation to provide a development contribution to which the Security relates; or
- 26.6.2 it is otherwise apparent in the opinion of the Council, on reasonable grounds, that a Landowner will not be proceeding to make such an application at any time in the foreseeable future,
- the Council may elect to accept the Security for the Development Contribution as the Development Contribution itself.
- 26.7 However, the Council is not to accept a Security under clause 26.6 unless it has given the Landowner not less than 30 days written notice of its intention to do so and the Landowner has not demonstrated to the Council's reasonable satisfaction that it will make such an application in the foreseeable future before that period has expired.
- 26.8 The dispute resolution provisions of this Agreement do not apply to a matter the subject of this clause 26.

Part 6 - Other Provisions

27 Enforcement in a court of competent jurisdiction

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

28 Dispute Resolution – expert determination

- 28.1 This clause 28 applies to:
- 28.1.1 a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert; and
- 28.1.2 any dispute as to whether the dispute referred to in clause 28.1.1 can be determined by an appropriate qualified expert.
- 28.2 A dispute referred to in clause 28.1.2 is to be determined in accordance clauses 28.3 to 28.10 prior to any attempt to determine the substantive issue under this clause.
- 28.3 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.
- 28.4 If a notice is given under clause 28.3, the Parties are to meet within 14 days of the notice, or resolution of dispute under clause 28.2, in an attempt to resolve the dispute.
- 28.5 If the dispute is not resolved within a further 28 days, the dispute must be determined by expert determination.
- 28.6 The expert determination shall be performed by an independent and appropriately qualified expert agreed by the Parties. If an expert is not agreed and appointed within five days from the date of referral of the dispute to expert determination, the expert shall be appointed by the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter).
- 28.7 The Parties agree that the expert determination will be conducted in accordance with and subject to The Institute of Arbitrators & Mediators Australia Expert Determination Rules. Any variation or amendment to those rules must be agreed in writing by the Parties
- 28.8 Unless otherwise determined by the expert, each Party will pay its own costs incurred in connection with the expert determination together with the relevant proportion of the expert's fees and hearing allocation costs.
- 28.9 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.

29 Dispute Resolution – mediation

- 29.1 This clause 29 applies to any dispute under this Agreement other than a dispute to which clause 28 applies.
- 29.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 29.3 If a notice is given under clause 29.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 29.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 29.5 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.

30 Registration of this Agreement

- 30.1 Subject to clauses 30.2 and 30.3, and subject to the Landowner obtaining the agreement of the persons specified in section 93H(1) of the Act, the Parties agree that this Agreement will be registered as a planning agreement with the Registrar-General on the title to the Land as permitted by s93H of the Act.
- 30.2 The Parties agree that:
- 30.2.1 this Agreement will not be registered on the title to any part of the Land which is a Final Lot or a Service Lot; and
- 30.2.2 on lodgement of any plans of subdivision of the Land with the LPI that create Final Lots or Service Lots, the LPI will be directed not to register this Agreement on the title to the Final Lots or Service Lots being created by that plan.
- 30.3 In the event that through error or other reason this agreement is registered on the title to any Final Lot or Service Lot, each Party is to do such things as are reasonably necessary as requested by the other to facilitate the lodging and grant of a request for the registration of this Agreement to be removed from the title to the Final Lot or Service Lot.
- 30.4 The Parties also agree that the registration of the Agreement will be removed from the title to a Superlot, before the Landowner has met its obligations under this Agreement in relation to the Superlot, if:
- 30.4.1 the Landowner has notified the Council that it wishes to commence selling prospective Final Lots to be created on the Superlot;
- 30.4.2 the Landowner has provided Council with a copy of the proposed plan of subdivision for the Superlot;
- 30.4.3 the Landowner is not in breach of this Agreement; and
- 30.4.4 the Landowner provides the Council with a Security in an amount equal to the Contribution Value of all Contribution Items involving the carrying out of Work plus the monetary Development Contributions which must be made under this Agreement, in connection with the proposed creation of Final Lots on that Superlot.
- 30.5 The Parties further agree that while a Security is held relating to a Superlot as referred to in clause 30.4, the Landowner may not sell any such prospective Final Lot to be located on the Superlot if it is not identified on the proposed plan of subdivision of the Superlot except:
- 30.5.1 as agreed by the Council in its absolute discretion; or
- 30.5.2 following the provision of a revised proposed plan of subdivision that identifies the proposed Final Lot and all other previously sold Final Lots.
- 30.6 Following the provision of a revised proposed plan of subdivision under clause 30.5.2 above the Security referred to in clause 30.4.4 is to be recalculated with reference to that revised plan and:
- 30.6.1 if the value of the required Security is lowered – the Landowner may elect to provide the Council with a replacement Security in accordance with the recalculated value and the Council is to release and return a Security so replaced; and

- 30.6.2 if the value of the required Security is increased – the Landowner must either:
- (a) provide the Council with additional Security such that the Security held by Council equals the recalculated value; or
 - (b) the Landowner may elect to provide the Council with a replacement Security in accordance with the recalculated value and the Council is to release and return a Security so replaced.
- 30.7 The Landowner agrees to sign all forms necessary, and do all things reasonably necessary to allow this Agreement to be registered under clause 30.1 including using its best endeavours to obtain the consent of any mortgagee or other person with an interest in the Land to that registration, and having the certificates of title for the Land delivered to the Registrar-General.
- 30.8 If the agreement of the persons specified in s93H(1) of the Act to registration of this Agreement is obtained, the Council is to do such things as are reasonably necessary to enable registration to occur.
- 30.9 The Parties agree to sign such documents and do such things as may be required to achieve the said registration within seven (7) days of:
- 30.9.1 the execution of this Agreement; or
 - 30.9.2 the obtaining the agreement of the persons specified in section 93H(1) of the Act,
- (whichever is the later).
- 30.10 Upon completion of the obligations of the Landowner and Landowner pursuant to this Agreement, the Parties must do such things as may be required to remove the recording of this Agreement as a planning agreement from the title of the Land, including removing the registration of the Agreement from the title to part of the Land in respect of which the Landowner has met its obligations.
- 30.11 The Landowner need not provide any additional Security under this clause 30 if:
- 30.11.1 at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Agreement in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause; and
 - 30.11.2 the Landowner consents to the use of the Security being held under the other provisions of the Agreement being held under this provisions of this clause 30.10

31 Compulsory Acquisition

- 31.1 In the event that the Landowner does not dedicate any land required to be dedicated under this Agreement, at the time at which it is required to be dedicated, the Landowner consents to the Council compulsorily acquiring that land, for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 31.2 Council must only acquire land pursuant to clause 31.1 if to do so is reasonable, having regard to the circumstances surrounding the failure by the Landowner to dedicate the land required to be dedicated under this Agreement.

- 31.3 Clause 31.1 constitutes an agreement for the purposes of section 30 of the Just Terms Act.
- 31.4 If, as a result of the acquisition referred to in clause 31.1, the Council must pay compensation to any person other than the Landowner, the Landowner reimburse the Council for that amount, upon a written request being made by the Council, or the Council can call on any Security.
- 31.5 Except as otherwise agreed between the Parties, the Landowner must ensure that the land to be dedicated under this Agreement is free of all encumbrances and affectations (whether registered or unregistered and including any charge or liability for rates, taxes and charges), on both the date that the Landowner is liable to transfer that land to the Council under this Agreement, and the date on which the Council compulsorily acquires the whole or any part of that land in accordance with the Just Terms Act.
- 31.6 The Landowner indemnifies and keeps indemnified the Council against all claims made against the Council as a consequence of the acquisition by the Council of the whole or any part of the Land except in relation to any claim that arises from the manner in which the land so acquired is used or managed by the Council.
- 31.7 The Landowner will promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 31, including without limit:
- 31.7.1 signing any documents or forms;
 - 31.7.2 giving land owner's consent for lodgement of any Development Application;
 - 31.7.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*; and
 - 31.7.4 paying the Council's reasonable costs arising from clause 31.
- 31.8 Notwithstanding clause 31.5, if, despite having used its best endeavours, the Landowner cannot ensure that the land to be dedicated is free from all encumbrances and affectations, then the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, and:
- 31.8.1 Council cannot withhold its agreement unreasonably if the encumbrance or affectation does not prevent the future use of the land for the public purpose for which it is to be dedicated under this Agreement, unless the encumbrance or affectation is a charge arising as a result of unpaid taxes or charges; and
 - 31.8.2 in all other cases, Council may withhold its agreement in its absolute discretion.

32 Assignment, sale of Land, etc

- 32.1 Unless the matters specified in clause 32.2 are satisfied:
- 32.1.1 Landowner is not to transfer any part of the Land, other than a Final Lot or a Service Lot, to any person, or
 - 32.1.2 the Landowner is not to assign to any person the Landowner's rights or obligations under this Agreement or novate the Agreement to any person.
- 32.2 The matters required to be satisfied for the purposes of clause 32.1 are as follows:

- 32.2.1 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 are to be assigned, or this Agreement is to be novated, of a deed generally in accordance with the Novation Deed satisfactory to the Council;
- 32.2.2 the Landowner has also executed that deed;
- 32.2.3 the Council, by notice in writing to the Landowner, has stated that evidence satisfactory to the Council has been produced to show that the transferee, assignee or novatee, is reasonably capable of performing its obligations under the Agreement (and Council is not to unreasonably withhold such a notice);
- 32.2.4 the Landowner is not in breach of this Agreement; and
- 32.2.5 the Council, acting reasonably, otherwise consents to the transfer, assignment or novation.
- 32.3 Clause 32.1 and clause 32.2 do not apply in relation to any sale or transfer of any land if this Agreement is registered on the title of that land at the time of the sale.
- 32.4 A Landowner who has sold or transferred land in accordance with clause 32.1 or when clause 32.3 applies is thereafter no longer bound by this Agreement in respect of the land sold or transferred and is released from all future obligations imposed by this Agreement that arise after the sale or transfer in respect of the Land.

33 Monitoring & review of this Agreement

- 33.1 Subject to this clause, the Landowner is to submit to the Council a written report on the progress of the carrying out of Work required to be carried out by the Landowner under this Agreement on an annual basis and date specified by the Council.
- 33.2 A report does not need to be submitted under clause 33.1:
 - 33.2.1 before the Development is physically commenced on the Landowner's land;
 - 33.2.2 following the expiry the Defects Liability Period or Maintenance Period for the Work or if there is no such period, following Works Completion for the Work.
- 33.3 The Parties agree to review this Agreement annually, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.
- 33.4 For the purposes of clause 33.3, 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.
- 33.5 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 33.3, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 33.6 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.

- 33.7 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 33.3 is not a dispute for the purposes of clauses 28 and 29 and is not a breach of this Agreement.

34 Variations to Contribution Items and Staging

- 34.1 The Landowner may request that the Council approve a variation to the Contribution Items to be provided under this Agreement.
- 34.2 The Council may, in its absolute discretion agree to a variation of the Contribution Items, provided that the variation does not result in the sum of the Contribution Values of all Contribution Items falling below the sum of the Contributions Values of all Contribution Items as at the date of this Agreement and the variation is generally consistent with the intended objectives and outcomes of this Agreement at the date of this Agreement.
- 34.3 The Landowner may request that the Council approve a variation to the staging of the provision of the Contribution Items.
- 34.4 The Council must act reasonably in determining whether to grant a variation to the staging of the provision of the Contribution Items.
- 34.5 The Landowner may request, and the Council may, in its absolute discretion, agree to a variation to some or all monetary Development Contributions, provided for under Contribution Item 26 such that the contributions are not linked to the number of Final Lots developed on the Land.
- 34.6 If a variation is made to the Contribution Items or staging pursuant to this clause 34, then Schedule 2 will be deemed to be amended to include the varied Contribution Items and their Contribution Values and their staging.
- 34.7 A variation to the Contribution Items or the staging of the provision of Contribution Items under this clause 34 does not require a variation to this Agreement.

35 Notices

- 35.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- 35.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
- 35.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
- 35.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 35.2 If a Party gives the other Party 3 business days notice of a change of its address, fax number or email address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address, fax number or email address.
- 35.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 35.3.1 delivered, when it is left at the relevant address,
- 35.3.2 sent by post, 2 business days after it is posted,
- 35.3.3 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

35.3.4 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.

- 35.4 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.

36 Approvals and Consent

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

37 Legal costs

- 37.1 The Landowner is to pay to the Council the Council's legal costs of preparing, negotiating, executing and stamping this Agreement, and any documents related to this Agreement within 7 days of a written demand by the Council for such payment. All costs that have been disclosed by the Council to the Landowner prior to the date of this Agreement are deemed to be reasonable for the purposes of this clause 37.1.
- 37.2 The Landowner is also to pay to the Council the Council's reasonable costs of enforcing a breach of this Agreement by the Landowner within 7 days of a written demand by the Council for such payment.
- 37.3 A Party who has requested an amendment to this Agreement is to pay the other Party's reasonable costs of preparing, negotiating executing and stamping any amendment to this Agreement.

38 Entire Agreement

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

39 Further acts

- 39.1 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 Agreement and all transactions incidental to it.

40 Governing law and jurisdiction

- 40.1 This Agreement is governed by the law of New South Wales.

- 40.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 40.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

41 Joint and individual liability and benefits

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

42 No fetter

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

43 Representations and Warranties

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

44 Severability

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

45 Modification

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

46 Waiver

- 46.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 46.2 A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given.

- 46.3 It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

47 GST

- 47.1 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).
- 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.
- 47.2 Subject to clause 47.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 47.3 Clause 47.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 47.4 No additional amount shall be payable by the Council under clause 47.2 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.
- 47.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 47.5.1 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;
- 47.5.2 that any amounts payable by the Parties in accordance with clause 47.2 (as limited by clause 47.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 47.6 No payment of any amount pursuant to this clause 47, 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.
- 47.7 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.

- 47.8 This clause continues to apply after expiration or termination of this Agreement.

48 Explanatory Note relating to this Agreement

- 48.1 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note required under clause 25E(1) of the Regulation is not to be used to assist in construing this Planning Agreement.

49 Sydney Catchment Authority Canal Crossing

- 49.1 The Landowner is not to unreasonably refuse to allow the Neighbouring Landowner to:
- enter that portion of the Land that forms part of the intended site of the proposed Sydney Catchment Authority Canal Crossing;
 - to pass and repass through the Land, via an appropriate route, in order to access that portion of the Land;
 - take items on to that portion of the Land; and
 - carry out work on that portion of the Land,
- for the purposes of designing, constructing, placing, repairing or maintaining the Sydney Catchment Authority Canal Crossing.

- 49.2 Without limiting the generality of clause 49.1, the Landowner is entitled to insist on any reasonable provisions necessary to protect the Landowner's interests.

- 49.3 The Landowner is not to unreasonably refuse consent to the making of a development application for the construction of the Sydney Catchment Authority Canal Crossing by, or on behalf of, the Neighbouring Landowners under clause 49(1)(b) of the Environmental Planning and Assessment Regulation 2000.

- 49.4 If not already done so, at the request of Council, the landowner must dedicate the site of the proposed Sydney Catchment Authority Canal Crossing that is situated on the land to Council. This dedication is to occur within 3 months of such a request, or such other time as necessary authority approvals require.

- 49.5 Clause 10.1 and clause 10.2 applies to a dedication of land under clause 49.4.

- 49.6 In this clause 49,

Neighbouring Land means:

- Strata Plan 36786 Common Property Land;
- Strata Plan 36786 Lot 1 Land;
- Strata Plan 36786 Lot 2 Land;
- Strata Plan 36786 Lot 3 Land; and
- Strata Plan 36786 Lot 4 Land.

Neighbouring Landowner means the owner or owners of the Neighbouring Land.

Sydney Catchment Authority Canal Crossing means a two lane vehicular crossing connecting the Neighbouring Land and the Land, in the location marked on the map in Sheet 1 of Annexure H, and generally in accordance with the drawing in Sheet 2 of Annexure H.

50 Golf Course Connection

- 50.1 The Landowner is not to unreasonably refuse the provision of a golf cart path through the Land connecting the Neighbouring Land (East Side Golf Course) and the ECB Land (Golf Course) (as referred to in the El Caballo Blanco, Gledswood and East Side Planning Agreement). Any such connection is to be as close as practical to the Sydney Catchment Authority Canal Crossing and be aligned within existing or proposed public land, determined by the Turner Road Development Control Plan 2007, as amended from time to time.

Schedule 1

(Clause 1.1)

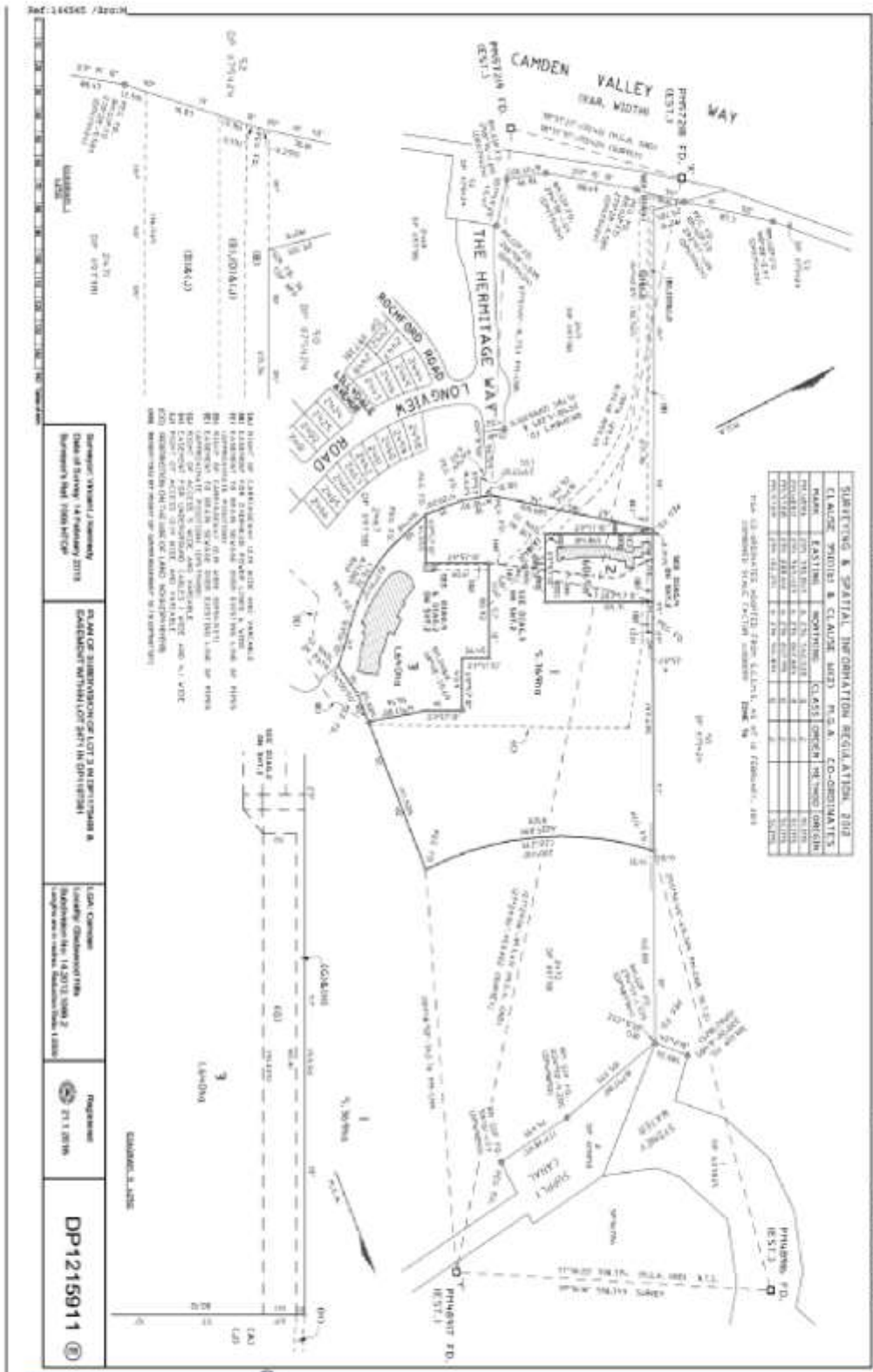
Plans

Sheet 1

Existing Lot Information Diagram

Sheet 1 A

Excluded Land



Gledswood Hills Planning Agreement – As amended October 2015 August 2017

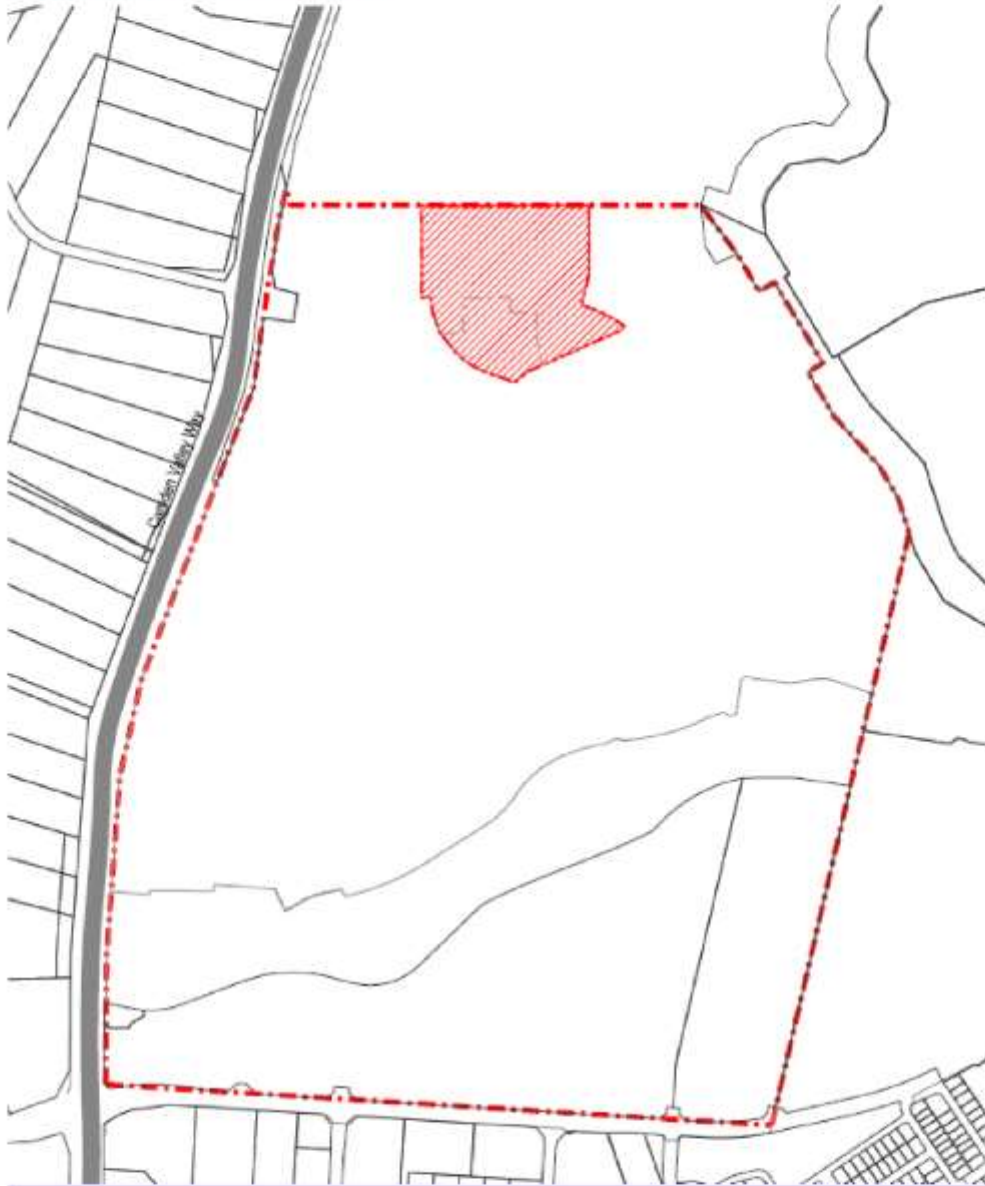
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Sheet 1B

Entertainment Precinct



Sheet 2

Staging Overview Plan



Sheet 3

VPA Facilities – Stage A



Sheet 4

VPA Facilities – Stage B



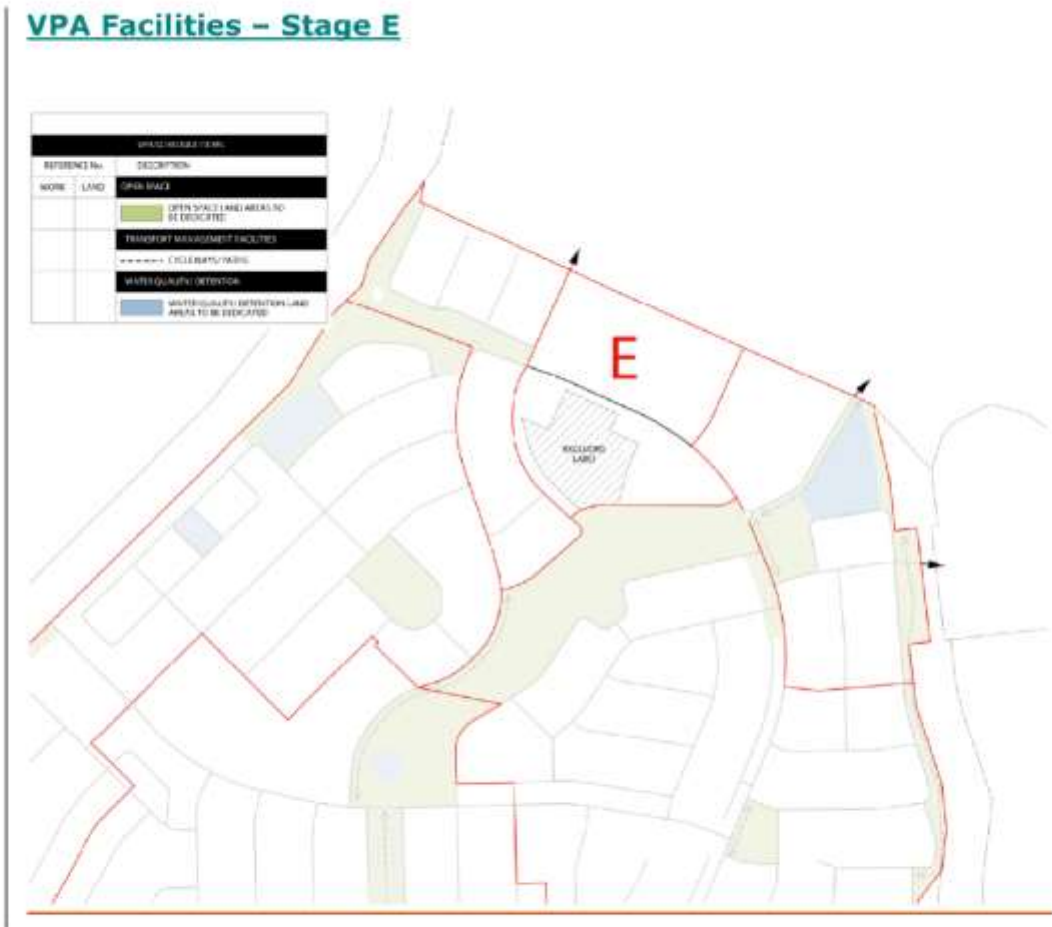
Sheet 5

VPA Facilities – Stage C



Sheet 6 VPA Facilities – Stage D





Schedule 2
(Clause 8.2)

Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
Carrying out of works						
1. Playground	Open space and recreation	A	One playground in a location generally consistent with that marked "play ground" on the VPA Facilities – Stage A Plan and that is otherwise in accordance with the relevant portions of the specification for Item OSR 3.2 included in the CP that are annexed to this Agreement and marked "B".	Immediately prior to the issuing of a Subdivision Certificate that creates the 340 th Final Lot within Stage A.	\$203,050	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
2. Fitness station	Open space and recreation	A	Fitness equipment situated within a central pocket park comprising approximately 400m ² in a location generally consistent with that marked "fitness station" on the VPA Facilities – Stage A Plan.	Immediately prior to the issuing of a Subdivision Certificate that creates the 340 th Final Lot within Stage A.	\$90,000	
3. Play-space	Open space and recreation	B	One play space in a location generally consistent with that marked "play space" on the VPA Facilities – Stage B Plan and that is otherwise in accordance with the relevant portions of the specification for Item OSR 3.3 in the CP that are annexed to this Agreement and marked "C".	Immediately prior to the issuing of a Subdivision Certificate that creates the 370 th Final Lot within Stage B.	\$203,050	
4. Basketball courts	Open space and recreation	B	Two (2) basketball courts comprising approximately 2,600m ² in a location generally consistent with that marked "2 x hard courts" on the VPA	Immediately prior to the issuing of a Subdivision Certificate that creates the 370 th Final Lot within Stage B.	\$210,000	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
			Facilities – Stage B Plan.			
5. Passive Open Space Embellishment – Stage B	Open space and recreation	B	Embellishment of passive open space of a size and location that is generally consistent with the area identified as "other passive open space" on the VPA Facilities – Stage B Plan and that is otherwise in accordance with the relevant portions of the specifications proposed in the CP, as annexed to this Agreement and marked "D".	Immediately prior to the issuing of a Subdivision Certificate that creates the 370 th Final Lot within Stage B.	\$2,110,000	
6. Passive Open Space Embellishment – Stage C	Open space and recreation	C	Embellishment of passive open space of a size and location that is generally consistent with the area identified as "other passive open space" on the VPA Facilities – Stage C Plan	Immediately prior to the issuing of a Subdivision Certificate that creates the 320 th Final Lot within Stage C.	\$900,000	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
7. Passive Open Space Embellishment – Stage D	Open space and recreation	D	and that is otherwise in accordance with the relevant portions of the specifications proposed in the CP, as annexed to this Agreement and marked "D". Embellishment of passive open space of a size and location that is generally consistent with the area identified as "other passive open space" on the VPA Facilities – Stage D Plan and that is otherwise in accordance with the specifications proposed in the relevant portions of the CP, as annexed to this Agreement and marked "D".	Immediately prior to the issuing of a Subdivision Certificate that creates the 155 th Final Lot within Stage D.	\$740,000	
8. Cycleway – Stage A	Roads and traffic management	A	A cycleway in a location generally consistent with that marked "cycleway/paths" on the VPA Facilities – Stage A Plan and otherwise in accordance with the	Immediately prior to the issuing of a Subdivision Certificate that creates the 340 th Final Lot within Stage A.	\$57,750	

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
9. Cycleways – Stage B	Roads and traffic management	B	requirements of Item T3.1 in the relevant portions of the CP, as annexed to this Agreement and marked "E". Cycleways in locations generally consistent with that marked "cycleway/paths" on the VPA Facilities – Stage B Plan and otherwise in accordance with the requirements of Item T3.1 in the relevant portions of the CP, as annexed to this Agreement and marked "E".	Immediately prior to the issuing of a Subdivision Certificate that creates the 370 th Final Lot within Stage B.	\$173,250	
10. Cycleways – Stage C	Roads and traffic management	C	Cycleways in locations generally consistent with that marked "cycleway/paths" on the VPA Facilities – Stage C Plan and otherwise in accordance with the requirements of Item T3.1 in the relevant portions of	Immediately prior to the issuing of a Subdivision Certificate that creates the 320 th Final Lot within Stage C.	\$269,500	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
11. Cycleways – Stage D	Roads and traffic management	D	the CP, as annexed to this Agreement and marked "E". Cycleways in locations generally consistent with that marked "cycleway/paths" on the VPA Facilities – Stage D Plan and otherwise in accordance with the requirements of Item T3.1 in the relevant portions of the CP, as annexed to this Agreement and marked "E".	Immediately prior to the issuing of a Subdivision Certificate that creates the 155 th Final Lot within Stage D.	\$115,500	
12. Road crossing of South Creek	Roads and traffic management	C	Two-lane road crossing of South Creek: <ul style="list-style-type: none"> in a location generally consistent with that marked "riparian crossing structure" on the VPA Facilities – Stage C Plan; and 	Immediately prior to the issuing of a Subdivision Certificate that creates the 320 th Final Lot within Stage C.	\$1,256,172.50	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
			<ul style="list-style-type: none"> generally consistent with plans annexed to this Agreement and marked "F". 			
13. Embellishment of Riparian Land – Stage A	Open space, recreation, and environmental conservation	A	Embellishment of land to be dedicated under Item 21.	Immediately prior to the issuing of a Subdivision Certificate that creates the 340 th Final Lot within Stage A.	\$1,326,000	
14. Embellishment of Riparian Land – Stage B	Open space, recreation, and environmental conservation	B	Embellishment of land to be dedicated under Item 22.	Immediately prior to the issuing of a Subdivision Certificate that creates the 370 th Final Lot within Stage B.	\$645,000	
15. Embellishment of Riparian Land – Stage C	Open space, recreation, and environmental conservation	C	Embellishment of land to be dedicated under Item 23.	Immediately prior to the issuing of a Subdivision Certificate that creates the 320 th Final Lot Within Stage C.	\$2,757,000	
Dedication of land						

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
16. Open space with play ground and fitness station	Open space and recreation		Dedication of the site, approximately 7,200 square metres in size, on which Item 1 and Item 2 is located, whose boundaries are generally consistent with the area identified as being the location of those items and marked as "open space land to be dedicated" on the VPA Facilities – Stage A Plan.	Within 28 days of Works Completion for Item 1 or Item 2 (whichever is the later) or at such later date as agreed between the Parties.		Yes
17. Open space with play space	Open space and recreation		Dedication of the site, approximately 3,400 square metres in size, on which Item 3 is located, whose boundaries are generally consistent with the area identified as being the location of that item and marked as "open space land to be dedicated" on the VPA Facilities – Stage B Plan.	Within 28 days of Works Completion for Item 3 or at such later date as agreed between the Parties.		Yes

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
18. Passive Open Space – Stage B (with basketball courts)	Open space and recreation		Dedication of the site, approximately 41,400 square metres in size, on which Item 4 and Item 5 are located, whose boundaries are generally consistent with the area identified as being the location of that item and marked as "open space land to be dedicated" on the VPA Facilities – Stage B Plan.	Within 28 days of Works Completion for Item 4 and Item 5 (whichever is the later) or at such later date as agreed between the Parties.		Yes
19. Passive Open Space – Stage C	Open space and recreation		Dedication of the site, approximately 26,500 square metres in size, on which Item 6 is located, including the land within the boundaries of that site that is identified as "water quality/detention land areas to be dedicated" on the VPA Facilities – Stage C Plan.	Within 28 days of Works Completion for Item 6 or at such later date as agreed between the Parties.		Yes

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
20. Passive Open Space— Stage D	Open space and recreation		Dedication of the site, approximately 24,400 square metres in size, on which Item 7 is located, including the land within the boundaries of that site that is identified as "water quality/detention land areas to be dedicated" on the VPA Facilities – Stage D Plan.	Within 28 days of Works Completion for Item 7 or at such later date as agreed between the Parties.		Yes
21. Riparian Land - stage A	Open space, recreation, and environmental conservation		Dedication of an area of land, approximately 62,000 square metres in size, whose boundaries are generally consistent with those identified on the VPA Facilities – Stage A Plan as: <ul style="list-style-type: none"> • "riparian corridor land areas to be dedicated and embellished"; and • "water quality/detention land areas to be dedicated". 	Within 28 days of Works Completion for Item 13 or at such later date as agreed between the Parties.	Nil	Yes

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
22. Riparian Land - stage B	Open space, recreation, and environmental conservation		<p>Dedication of an area of land, approximately 33,250 square metres in size, whose boundaries are generally consistent with those identified on the VPA Facilities – Stage B Plan as:</p> <ul style="list-style-type: none"> • "riparian corridor land areas to be dedicated and embellished"; and • "water quality/detention land areas to be dedicated". 	Within 28 days of Works Completion for Item 14 or at such later date as agreed between the Parties.	Nil	Yes

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
23. Riparian Land - stage C	Open space, recreation, and environmental conservation		<p>Dedication of an area of land, approximately 111,800 square metres in size, whose boundaries are generally consistent with those identified on the VPA Facilities – Stage C Plan as:</p> <ul style="list-style-type: none"> • "riparian corridor land areas to be dedicated and embellished"; and • "water quality/detention land areas to be dedicated". 	Within 28 days of Works Completion for Item 15 or at such later date as agreed between the Parties.	Nil	Yes
24. Water cycle management land - stage A	Water cycle management		<p>Dedication of an area of land whose boundaries are generally consistent with those identified as "water quality/detention land areas to be dedicated" on the VPA Facilities – Stage A Plan, but not including land to be dedicated as part of item 21, and only to the extent that the land is required for the purposes of item 28.</p>	Within 28 days of the Works Completion for that part of Item 28 that relates to Stage A.	Nil	Yes

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
25. Water cycle management land - stage D	Water cycle management		Dedication of an area of land whose boundaries are generally consistent with those identified as "water quality/detention land areas to be dedicated" on the VPA Facilities – Stage D Plan, but not including land to be dedicated as part of item 20 and only to the extent that the land is required for the purposes of item 28.	Within 28 days of the Works Completion for that part of item 28 that relates to Stage D.	Nil	Yes
Monetary contribution						
26. Monetary contribution - general	Open space and recreation, community, and transport management facilities		An amount of \$20,241 for each of the Final Lots developed on the Land (other than the Entertainment Precinct) from the 1001st to 1200th Final Lot, then an amount of \$3,373 for each Final Lot over 1200 Final Lots.	Immediately prior to the issue of each Subdivision Certificate for Final Lots referred to in column 4, but only for the Final Lots that are to be the subject of the relevant Subdivision Certificate.	\$20,241 per Final Lot between 1001 – 1200 Final Lots and \$3,373 per Final Lot over 1200 Final Lots.	
27. Monetary contribution - administration	Administration		An amount of \$707 per hectare of Final Lot Area to be newly created on	Immediately prior to the issue of each relevant Subdivision Certificate.	\$63,053	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
27A. Monetary contribution - <u>Entertainment Precinct</u>	<u>Open space and recreation and community facilities</u>		<u>land other than the Entertainment Precinct</u>) as consequence of the issue of a Subdivision Certificate up to a maximum of \$63,053.	<u>Immediately prior to the issue of the first Occupation Certificate for each Dwelling referred to in Column 4 to this item.</u>	<u>\$5,059.24 per Dwelling</u>	
Miscellaneous Works						
28. Water Cycle Management	Water cycle management	A, B, C and D	Deployment of a water management system which: <ul style="list-style-type: none"> achieves the water outcomes and objectives (as described in Annexure G of this Agreement) for each sub-catchment on the Land; insofar as the deployment of the system requires the 	Immediately prior to the issuing of a Subdivision Certificate for any Final Lot or Service Lot, but only to the extent as is necessary for the Final Lot(s) or Service Lot(s) concerned to be serviced by the system.	\$8,884,700	

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Contribution Item	Public Purpose	Relevant Stage	Nature / Extent	Timing	Contribution Value	Plan of Management
			dedication of land it is to be generally consistent with the VPA Facilities – Stage A Plan; the VPA Facilities – Stage B Plan; the VPA Facilities – Stage C Plan; and the VPA Facilities – Stage D Plan; and <ul style="list-style-type: none"> may incorporate a range of engineering devices including open water bodies, bioretention and dry basins. 			

Schedule 3

(Clause 1.1 and Clause 32.2)

Execution

Executed as an Agreement

Dated:

Executed on behalf of the Council by affixing the SEAL in accordance with a resolution passed at a duly convened meeting held on:

General Manager

Mayor

Executed on behalf of SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust) in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

ORD02

Attachment 2

Name/Position

Novation Deed

[Novation/Assignment] Deed

Camden Council

and

[Drafting Note: Insert name of Original Developer]

and

[Drafting Note: Insert name of New Developer]

Novation/Assignment Deed

DATE

Parties

Camden Council ABN 31 117 341 764 of 37 John Street Camden, NSW 2150
(Council)

and

[Drafting Note. Insert name, ABN & address of Developer](Original Developer)

and

##[Drafting Note. Insert name, ABN & address of Developer] (New Developer)

Background

A The Council and the Original Developer are parties to the Original Agreement.

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- B The Original Agreement relates to the whole of the Land.
- C The Original Developer wishes to transfer *[the whole of] [part or parts of]* the Land comprising Lot *[insert Lot number]* in DP (Transferred Land) *[insert Deposited Plan number]* to the New Developer. *[Drafting Note: to be included where all or part of the land is to be transferred to the New Developer and the Original Agreement is to be novated in relation to the Transferred Land].*

OR

The Original Developer wishes to novate all of its rights and obligations under the Original Agreement to the New Developer. *[Drafting Note: to be included where there is no transfer of the Land to the New Developer, but the Original Developer has entered into a separate arrangement with the New Developer that requires a novation of all the Original Developer's rights and obligations under the Original Agreement to the New Developer].*

OR

The Original Developer wishes to assign its rights and interests under the Original Agreement to the New Developer. *[Drafting Note: to be included where the Original Developer has entered into a separate arrangement with the New Developer and the Original Developer's rights and interests in the Original Agreement are to be assigned].*

Agreed terms

1 Interpretation

1.1 Definitions

1.1.1 In this document:

Effective Date means *[insert]*.

Council means Camden Council *[Drafting Note: Only to be included where the Original Agreement is assigned to the New Developer].*

Land has the meaning given to that term in the Original Agreement.

Original Agreement means the voluntary planning agreement dated *[insert]* and made between the Council the Original Developer and other parties.

1.2 Construction

1.2.1 Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put

forward the clause or would otherwise benefit from it;
and

- (f) a reference to:
- (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation.

1.3 Headings

1.3.1 Headings do not affect the interpretation of this document.

2 Novation in respect of Transferred Land [Drafting Note - Delete clauses 2, 3 and 4 if novation is not applicable]

2.1 Original Agreement

2.1.1 Subject to clause 3 and with effect from the Effective Date:

- (a) the New Developer is substituted for the Original Developer as a party to the Original Agreement;
- (b) the New Developer will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the New Developer was a party to the Original Agreement instead of the Original Developer in relation to the Transferred Land; and
- (c) the Original Developer is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement in relation to the Transferred Land.

2.2 Reference in Original Agreement

2.2.1 All references to the Original Developer in the Original Agreement are to be construed as references to the New Developer in relation to the Transferred Land.

2.3 Address for notices

2.3.1 The Council must address all notices and communications to be given or made by it in relation to the Transferred Land to the New Developer under the Original Agreement to the following address:

New Developer: [Insert details]

Address: [Insert details]

Fax: [Insert details]

Contact Person: **[Insert details]**

Email: **[Insert details]**

3 Novation [Drafting Note - Delete clauses 2, 3 and 4 if novation is not applicable]

3.1 Original Agreement

3.1.1 Subject to clause 3 and with effect from the Effective Date:

- (a) the New Developer is substituted for the Original Developer as a party to the Original Agreement;
- (b) the New Developer will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the New Developer was a party to the Original Agreement instead of the Original Developer; and
- (c) the Original Developer is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement.

3.2 Reference in Original Agreement

3.2.1 All references to the Original Developer in the Original Agreement are to be construed as references to the New Developer.

3.3 Address for notices

3.3.1 The Council must address all notices and communications to be given or made by it to the New Developer under the Original Agreement to the following address:

New Developer: [Insert details]

Address: **[Insert details]**

Fax: **[Insert details]**

Contact Person: **[Insert details]**

Email: **[Insert details]**

4 Affirmation of the Original Agreement

4.1 The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

5 Assignment [Drafting Note - Delete if assignment is not applicable]

5.1 Assignment of Rights

5.1.1 The Original Developer assigns to the New Developer absolutely all of the Original Developer's rights (both present, future, actual and contingent) under the Original Agreement

or which arise as a result of the Original Developer exercising any right under the Original Agreement.

- 5.1.2 The New Developer accepts the assignment of the Original Developer's rights (both present, future, actual and contingent) under the Original Agreement on the terms of this deed.

5.2 Assumption of obligations

- 5.2.1 On and from the Effective Date, the New Developer must properly and punctually observe and perform all of the Original Developer's obligations (both present, future, actual and contingent) under the Original Agreement or which arise as a result of the Council exercising any right under the Original Agreement and which are due to be performed on or after the Effective Date.

6 Indemnities

- 6.1 The New Developer indemnifies the Original Developer on demand against all liabilities, claims, damages and loss which the Original Developer suffers or incurs in relation to the Original Agreement including those which arise or relate to acts or omissions occurring on or after the Effective Date.

7 Warranties and representations

7.1 Warranties

- 7.1.1 Each party represents and warrants that, at the time of execution, and at the Effective Date:
- (a) it has capacity unconditionally to execute, deliver and comply with its obligations under this document;
 - (b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this document;
 - (c) this document is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and
 - (d) its unconditional execution and delivery of, and compliance with its obligations under, this document do not contravene:
 - (i) any law or directive from a government entity;
 - (ii) its constituent documents;
 - (iii) any agreement or instrument to which it is a party; or
 - (iv) any obligation of it to any other person.

7.2 Survival of warranties

- 7.2.1 The warranties and representations in clause 7.1 survive the execution of this document and the [novation/assignment] of the Original Agreement.

8 GST

- 8.1 Where a supply made under this deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) shall be increased by an additional amount equal to the GST payable on the supply. The additional amount must be paid, and the supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

9 Stamp duty and costs

- 9.1 The Original Developer and the New Developer are jointly and severally responsible for the Council's legal costs incidental to the negotiation, preparation and execution of this deed. **[Drafting Note: To be included where the Original Agreement is being assigned.]**
- 9.2 The New Developer will pay all stamp duty arising directly or indirectly from this deed.

10 Further acts

- 10.1 Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.
- 10.2 This deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

11 Amendment

- 11.1 This document may only be varied or replaced by a document executed by the parties.

12 Governing law

- 12.1 This deed is governed by the law in force in the place specified in the New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that place.

13 Counterparts

- 13.1 This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

Execution

Executed as a Deed

Dated:

Executed on behalf of the Council by affixing the SEAL in accordance with a resolution passed at a duly convened meeting held on:

General Manager

Mayor

Executed on behalf of the Original Developer in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position

Executed on behalf of the New Developer in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Name/Position

Annexure A

(Clause 10.3)

2.15.1 Contributions for all works schedule items (other than land yet to be acquired)

The total contribution for all works schedule items (other than land yet to be acquired) at the time of payment is determined by the following formula:

$$\frac{\$C_C \times CPI_P}{CPI_C}$$

CPI_C

Where:

$\$C_C$ is the contribution amount for all works schedule items (other than land yet to be acquired) shown in the development consent expressed in dollars

CPI_P is the *Consumer Price Index (All Groups Index) for Sydney* as published by the Australian Statistician at the time of the payment of the contribution

CPI_C is the *Consumer Price Index (All Groups Index) for Sydney* as published by the Australian Statistician which applied at the time of the issue of the development consent

Note: The contribution payable will not be less than the contribution specified on the development consent.

Annexure B

(Schedule 2, Item 1, Column 4)

Table 4.1 (relevant extract only)

Facility

[C]hildren's... [playground] suitable for 0-4 years and fenced with equipment.

Oran Park & Turner Road Precincts: Summary of Assumptions and Information Used in the section 94 contribution plan: January 2008 – page 2 (relevant extract only)

...[S]oft fall, shade cloths, fence and children's play equipment.

Annexure C

(Schedule 2, Item 3, Column 4)

Table 4.1 (relevant extracts only)

Facility

[P]lay ... [space] suitable for 5-12 year olds to allow for more independent play, skill development and cognitive development.

Guidelines

[Play space] may...[have one the following features:] bouldering features, climbing areas, 'learn to' cycleways through to cycle obstacle course... [or]skate facility ...

Annexure D

(Schedule 2, Items 5-7, Column 4)

Table 4.1 (relevant extracts only)

Facility

Community parks and green spaces

Guidelines

... [G]reen space suitable for informal recreation use. Spaces can act as nodes along cycleways to provide passive surveillance.

May include walking, exercise, dog walking area, community gardens, picnic areas, picnic tables..... Water features and public art provide interest and props for users.

May be used for children's training, and lunchtime activities but not designed for competitions. ...

Oran Park & Turner Road Precincts: Summary of Assumptions and Information Used in the section 94 contribution plan: January 2008 – page 2 (relevant extract only)

[P]aving, planting gardens, turf, seats, rubbish bins, lighting, water features, picnic areas ... [and]shelter

Annexure E

(Schedule 2, Items 8-11, Column 4)

Table 4.1 (relevant extracts only)

Facility**Cycleway – walkway**

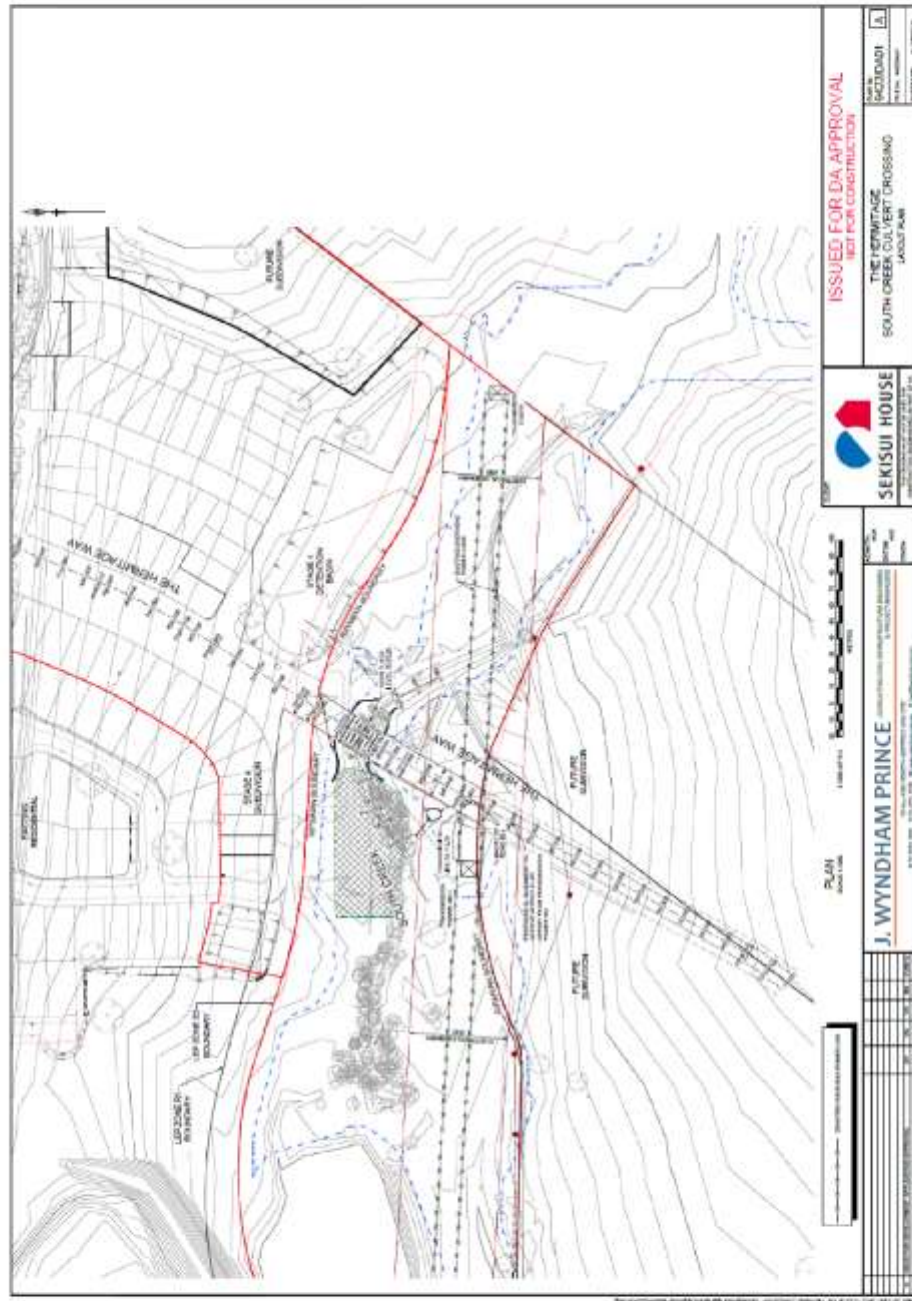
Oran Park & Turner Road Precincts: Summary of Assumptions and Information Used in the section 94 contribution plan: January 2008 – page 3 (relevant extract only)

2.5m for cycle-ways ... 100mm reinforced concrete footpath [on an appropriate basecourse]

Annexure F

(Schedule 2, Item 12, Column 4)

Sheet 1

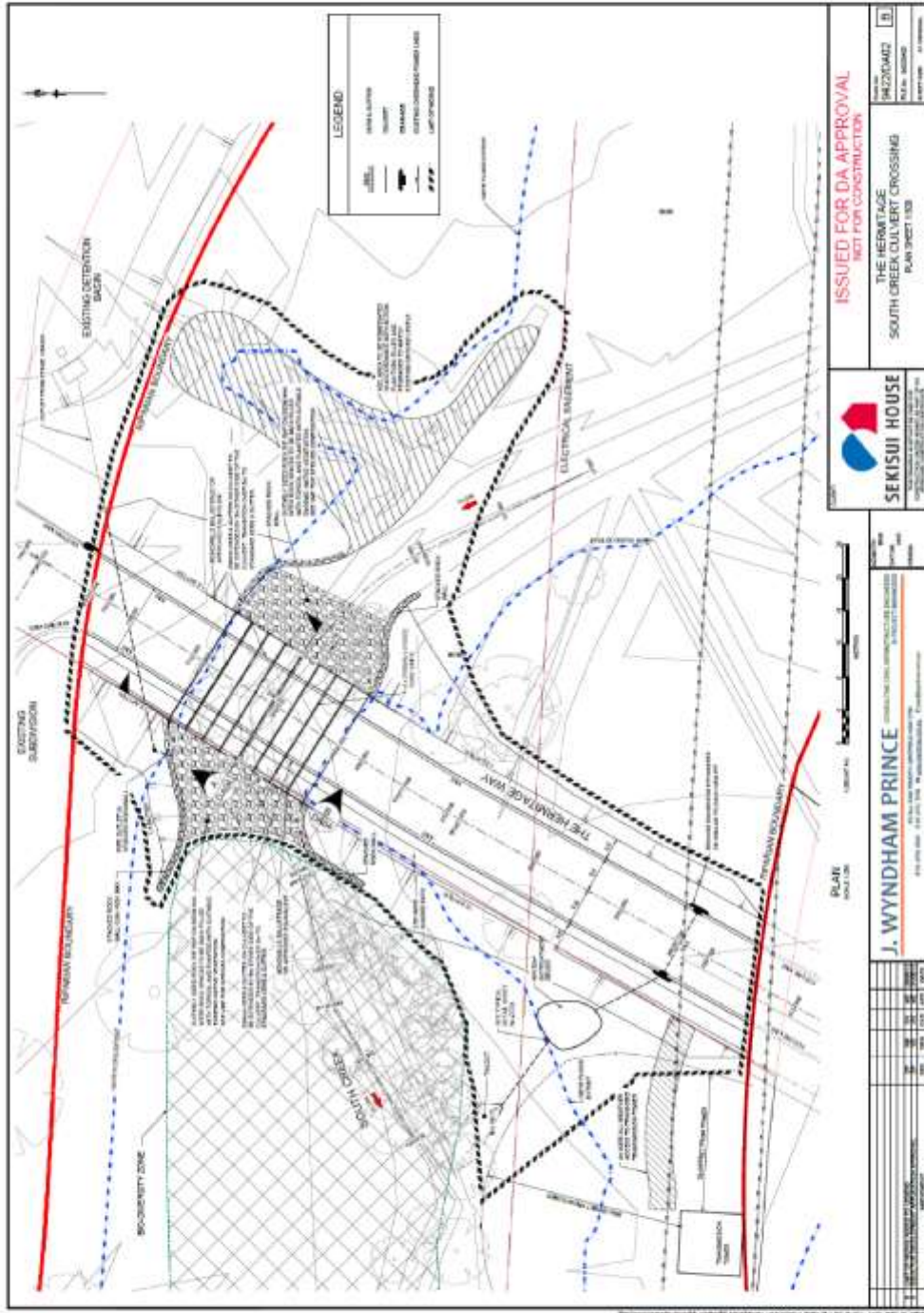


[Layout Plan](#)

Sheet 2

Plan Sheet 1:500

(Showing, among other things, the limit of works)



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Annexure G

(Schedule 2, Item 28, Column 4)

Note: This is the relevant text extracted from the Turner Road Precinct Development Control Plan as in existence on 1 June 2012.

6.2 Flooding and Watercycle Management

Objectives

- (1) To minimise the potential impact of flooding on development.
- (2) To incorporate best practice stormwater management principles and strategies in development proposals.
- (3) To mitigate the impacts of urban development on stormwater quality.
- (4) To control the impacts of urban development on channel bed and bank erosion by controlling the magnitude and duration of sediment-transporting flows.
- (5) Limit changes in flow rate or flow duration within the receiving waterway as a result of development.

Controls

- (1) No residential allotments are to be located at a level lower than the 1% Annual Exceedance Probability (AEP) flood level plus a freeboard of 500mm (i.e. within the 'flood planning area'). Pedestrian and cycle pathways and open space may extend within the 1% AEP flood level, provided that the safe access criteria contained in the *NSW Floodplain Manual* are met.
- (2) Management of 'minor' flows using piped systems for the 20% AEP (residential land use) and 10%AEP (commercial land use) shall be in accordance with Camden Council's *Engineering Design Specification – Subdivision and Development Works*. Management measures shall be designed to:
 - prevent damage by stormwater to the built and natural environment,
 - reduce nuisance flows to a level which is acceptable to the community,
 - provide a stormwater system which can be economically maintained and which uses open space in a compatible manner,
 - control flooding,
 - minimise urban water run-off pollutants to watercourses, and
 - meet the standards for a 20% AEP flood level.
- (3) Management of 'major' flows using dedicated overland flow paths such as open space areas, roads and riparian corridors for all flows in excess of the pipe drainage system capacity and above the 20%AEP shall be in accordance with Camden Council's *Engineering Design Specification*. Management measures shall be designed to:
 - prevent both short term and long term inundation of habitable dwellings,
 - manage flooding to create lots above the designated flood level with flood free access to a public road located above the 1% AEP flood level,
 - control flooding and enable access to lots, stabilise the land form and control erosion,
 - provide for the orderly and safe evacuation of people away from rising floodwaters,
 - stabilise the land form and control erosion, and
 - meet the standards for a 1% AEP flood level.

(4) Where practical, development shall attenuate up to the 50% AEP peak flow for discharges into the local tributaries, particularly Category 1 and 2 creeks. This will be achieved using detention storage within water quality features and detention basins.

(5) The developed 1% AEP peak flow is to be reduced to pre-development flows through the incorporation of stormwater detention and management devices.

(6) All development is to incorporate water sensitive urban design (WSUD). WSUD is to be adopted throughout the development to promote sustainable and integrated management of land and water resources incorporating best practice stormwater management, water conservation and environmental protection. A WSUD Strategy is to be submitted as part of any subdivision DA and shall include:

- identification of water management and other relevant objectives (relating, for example, to salinity hazard),
- identification and assessment of relevant site characteristics and constraints, including flood evacuation routes,
- identification of potentially feasible (storm) water management strategies, which may comprise stormwater reuse options, best planning practices, stormwater treatment measures (in both public and private domain),
- assessment of the potential strategies, including the nature, basis and outcomes of stormwater modelling used to assess alternative solutions. This assessment of alternative strategies should address compliance with management objectives, life cycle costs, ongoing operations and maintenance requirements, land take requirements, expected reliability and future management responsibilities,
- assessment of the likely construction costs associated with the WSUD strategy as well as maintenance framework addressing maintenance strategies and costs, and
- a suitably detailed description of the preferred WSUD strategy and elements therein, in the form of documents, plans and conceptual diagrams (as appropriate).

(7) The WSUD Strategy shall demonstrate how the stormwater quality targets set by the Department of Environment and Climate Change (DECC) (**Table 10**) will be achieved and shall be consistent with *Technical Note: Interim Recommended Parameters for Stormwater Modelling – North-West and South-West Growth Centres* and *Managing Urban Stormwater: Stormwater Planning* (DECC) and *Australian Runoff Quality* (Engineers Australia). ...

(8) Compliance with the targets at **Table 10** is to be determined through stormwater quality modelling in accordance with the parameters outlined in the relevant technical guidance from DECC.

(9) The WSUD strategy is to take into account riparian zone and creek management and include the following measures:

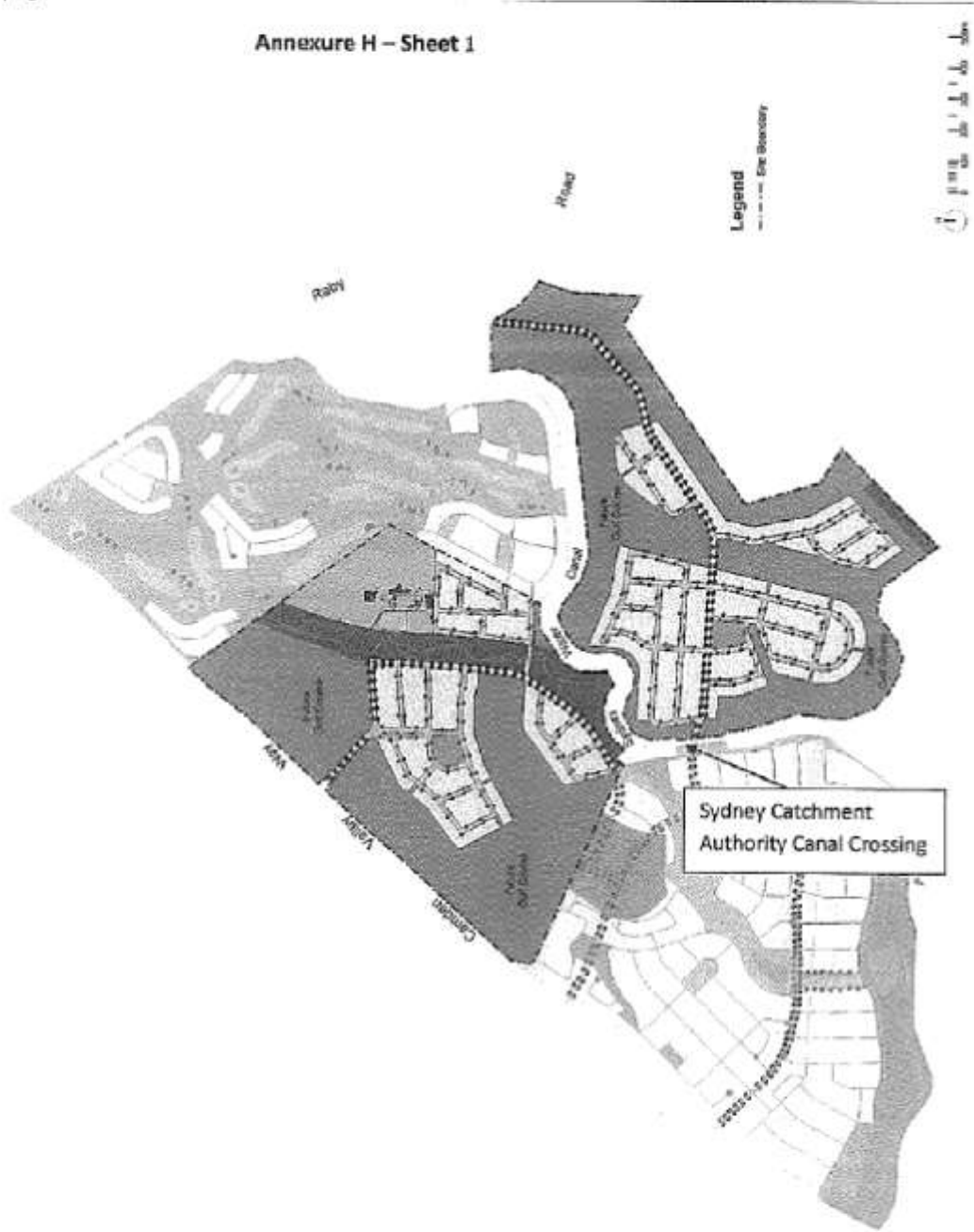
- the ephemeral hydrology of creeks is to be maintained or restored, where possible, by diverting excess flow via intercepting stormwater pipes to downstream storages for reuse,
- flow attenuation and/or diversion via the intercepting stormwater pipes will be required to meet the stream erosion index objectives established by DECC (**Table 10**),
- flow in excess of the 20% AEP peak flow may flow into the creek and be conveyed to detention basins that form part of the major drainage system, and
- erosion control and bank stabilisation measures shall be incorporated within the waterway where required.

Annexure H

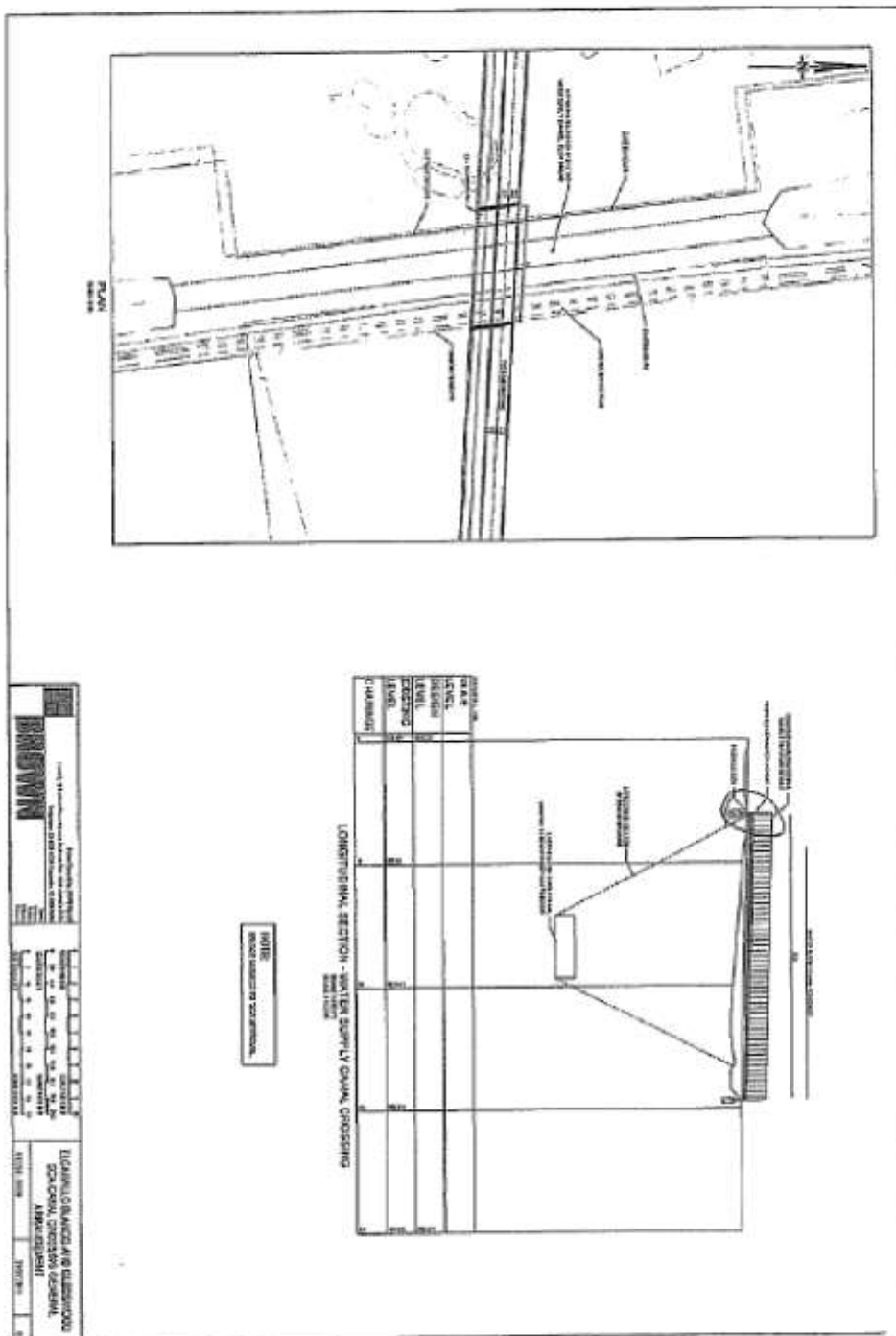
(Clause 49.6)

See next two (2) pages.

Annexure H – Sheet 1



Annexure H – Sheet 2



ORD02

Attachment 3

LOCATION

**The Entertainment Precinct, The Hermitage
Economic Impact Assessment**

Prepared for Sekisui House

March 2015



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INTRODUCTION

This report presents an independent assessment of the demand and likely economic impacts that would result from the development of the proposed The Entertainment Precinct at The Hermitage in the south-western Sydney suburb of Gledswood Hills. The report also outlines the likely implications of the existing floorspace cap for individual retail shops of 500 sq.m at the site and if the cap was increased to 1,800 sq.m.

The Entertainment Precinct is zoned B4 - Mixed Use according to the SEPP (Sydney Region Growth Centres) (2006). The principal objectives of the zone are as follows:

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To encourage development that supports or complements the primary office and retail functions of the Neighbourhood Centre Zone and the Local Centre Zone.
- To encourage development providing services to the surrounding community.
- To permit development that adds to the vitality and diversity of commercial and retail centres while not prejudicing their principal function.

The Entertainment Precinct site at The Hermitage is situated within the Turner Road precinct which forms part of the South West Growth Centre. As such, the controls for the site in this precinct are outlined in the Turner Road Development Control Plan (DCP) 2007. The site is identified as the 'Entertainment Precinct', which is defined as follows:

"The Entertainment Precinct is located in the northern portion of the precinct and will provide a range of entertainment, leisure and accommodation functions and local retail facilities. The following floorspace restrictions apply:

- *A maximum aggregate of 3,500 sq.m GLAR of shops. Any individual shop is to be no more than 500 sq.m GLAR in floorspace area."*



Sekisui House now propose a modern, high quality development that would incorporate 3,500 sq.m of shops in accordance with the DCP 2007. A grocery store of up to 1,800 sq.m is planned to anchor the site and as such, the likely implications of an increase in the individual shop floorspace cap from 500 sq.m to 1,800 sq.m for one shop at the site is undertaken.

'Need' or 'Community Need' in a planning sense is a relative concept that relates to the overall wellbeing of a community. A use is needed, for example, if it would, on balance, improve the services and facilities available in a locality. The reasonable demands and expectations of a community are important, therefore, in assessing need.

The report is structured and presented in **five (5) sections** as follows:

- **Section 1** details the location of the planned The Entertainment Precinct at The Hermitage and discusses the context of the site within the surrounding region. The planning environment and the proposed development scheme are also reviewed.
- **Section 2** examines the trade area which is relevant to the proposal, including current and projected population and retail spending levels. A review of the socio-economic profile of the trade area population by sector is also provided.
- **Section 3** provides an overview of the retail environment within the surrounding region, including planned facilities.
- **Section 4** outlines an assessment of the sales potential for the proposed The Entertainment Precinct and then presents an Economic Impact Assessment. Likely trading impacts on other retailers throughout the surrounding region are considered, as are the other economic impacts, both positive and negative, of the proposal.
- **Section 5** outlines the key findings of the analysis and provides a summary of the likely impacts of capping individual retail shops at 500 sq.m. The implications of increasing the maximum retail shop size floorspace cap from 500 sq.m to 1,800 sq.m for one shop at the site, is also assessed.

1 LOCATION AND PLANNING OVERVIEW

This section of the report reviews the regional and local context of The Entertainment Precinct at The Hermitage site and provides an overview of the planning environment and proposed development scheme.

1.1 Regional and Local Context

- i. Gledswood Hills is situated some 55 km to the south-west of the Sydney Central Business District (CBD) and 13 km to the north-west of the Campbelltown City Centre (refer Map 1.1). This developing suburb is provided along Camden Valley Way and forms part of the South West Growth Centre.
- ii. The South West Growth Centre comprises 18 precincts and is expected to accommodate 110,000 new dwellings, or some 350,000 persons, once fully developed.
- iii. The Hermitage at Gledswood Hills is the first master planned community to be developed by Sekisui House in Australia and upon completion, the 300 hectare site will provide approximately 1,760 dwellings (5,400 persons). The Hermitage comprises three main precincts as follows:
 - Turner Road will provide approximately 1,200 dwellings.
 - El Caballo Blanco will provide approximately 230 dwellings; and
 - Lakeside will provide approximately 330 dwellings.
- iv. Part of The Hermitage, including The Entertainment Precinct, is provided within the designated Turner Road precinct which was one of the first release precincts of the South West Growth Centre. The first homes at The Hermitage estate were constructed in 2012.
- v. The Turner Road precinct was officially rezoned in December 2007 and at this time was indicated to provide some 4,020 new dwellings (some 12,000 persons).

- vi. Map 1.2 illustrates the local context of The Hermitage and also indicates the planned location of The Entertainment Precinct (subject of this report) which will provide a high quality retail, commercial and entertainment offer to serve local residents.
- vii. As shown, The Entertainment Precinct site is provided at the northern end of the Turner Road Precinct with access to be provided via a traffic lighted intersection at The Hermitage Way. Other key points to note regarding the local context of the site include:
- The site would be situated less than 500 metres to the east of Camden Valley Way.
 - A 9-hole golf course is proposed to the immediate north of The Entertainment Precinct, in conjunction with the proposed 230 dwellings within the El Caballo Blanco Precinct.
 - Currently, The Hermitage together with Gregory Hills to the south, Oran Park and Harrington Grove provides the focus of new residents within the immediate region. Other lands in the surrounding area are still occupied by largely rural properties, however, this is likely to change in the future reflecting the continued development of the South West Growth Centre.
- viii. Overall, the proposed The Entertainment Precinct at The Hermitage site would enjoy an easily accessible location that is a short distance to the east of Camden Valley Way. The planned site is in close proximity to existing and future residents in the immediate surrounding region with easy access for the current and future residents of The Hermitage.

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MAP 1.1 – THE ENTERTAINMENT PRECINCT REGIONAL CONTEXT



MAP 1.2 – THE ENTERTAINMENT PRECINCT LOCAL CONTEXT



1.2 Planning Overview

- i. The Entertainment Precinct is zoned B4 - Mixed Use according to the SEPP (Sydney Region Growth Centres) (2006). The principal objectives of the zone is as follows:
 - To provide a mixture of compatible land uses.
 - To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
 - To encourage development that supports or complements the primary office and retail functions of the Neighbourhood Centre Zone and the Local Centre Zone.
 - To encourage development providing services to the surrounding community.
 - To permit development that adds to the vitality and diversity of commercial and retail centres while not prejudicing their principal function.
- ii. The majority of The Hermitage is situated within the Turner Road precinct which forms part of the South West Growth Centre. As such, the controls for the site in this precinct are outlined in the Turner Road Development Control Plan (DCP) 2007.
- iii. Figure 1.1 provides an illustration of the Turner Road precinct – indicative layout plan with The Entertainment Precinct site highlighted. The site is indicated as 'Entertainment Precinct'.
- iv. In sub-section 2.5 of the *Turner Road Precinct DCP (2007) – Hierarchy of Centres and Employment Areas*, the objectives are listed as:
 - (a) *To ensure an appropriate supply, distribution, and mix of retail, commercial and employment floorspace across the precinct.*
 - (b) *To ensure that the retail floor-space within the Turner Road precinct does not undermine the potential of existing and proposed centres within the region.*

(c) To encourage the early investment and delivery of employment generated development and retail uses to serve the population.

- v. As presented in Table 1 on page 18 of the Turner Road Precinct DCP (2007), the 'Entertainment Precinct' is described as follows:

"The Entertainment Precinct is located in the northern portion of the precinct and will provide a range of entertainment, leisure and accommodation functions and local retail facilities. The following floorspace restrictions apply:

- *A maximum aggregate of 3,500 sq.m GLAR of shops. Any individual shop is to be no more than 500 sq.m GLAR in floorspace area."*

- vi. The definition of a shop is as follows (as defined in the Growth Centres SEPP):

"Retail premises that sell groceries, personal care products, clothing, music, homewares, stationary, electrical goods, or other items of general merchandise, and may include a neighbourhood shop, but does not include food and drink premises or restricted premises."

- vii. Overall, the proposed The Entertainment Precinct can include retail shop GLA of 3,500 sq.m with each individual shop capped at 500 sq.m. The implications of the floorspace cap for an individual shop of 500 sq.m is discussed in the following sections of this report.

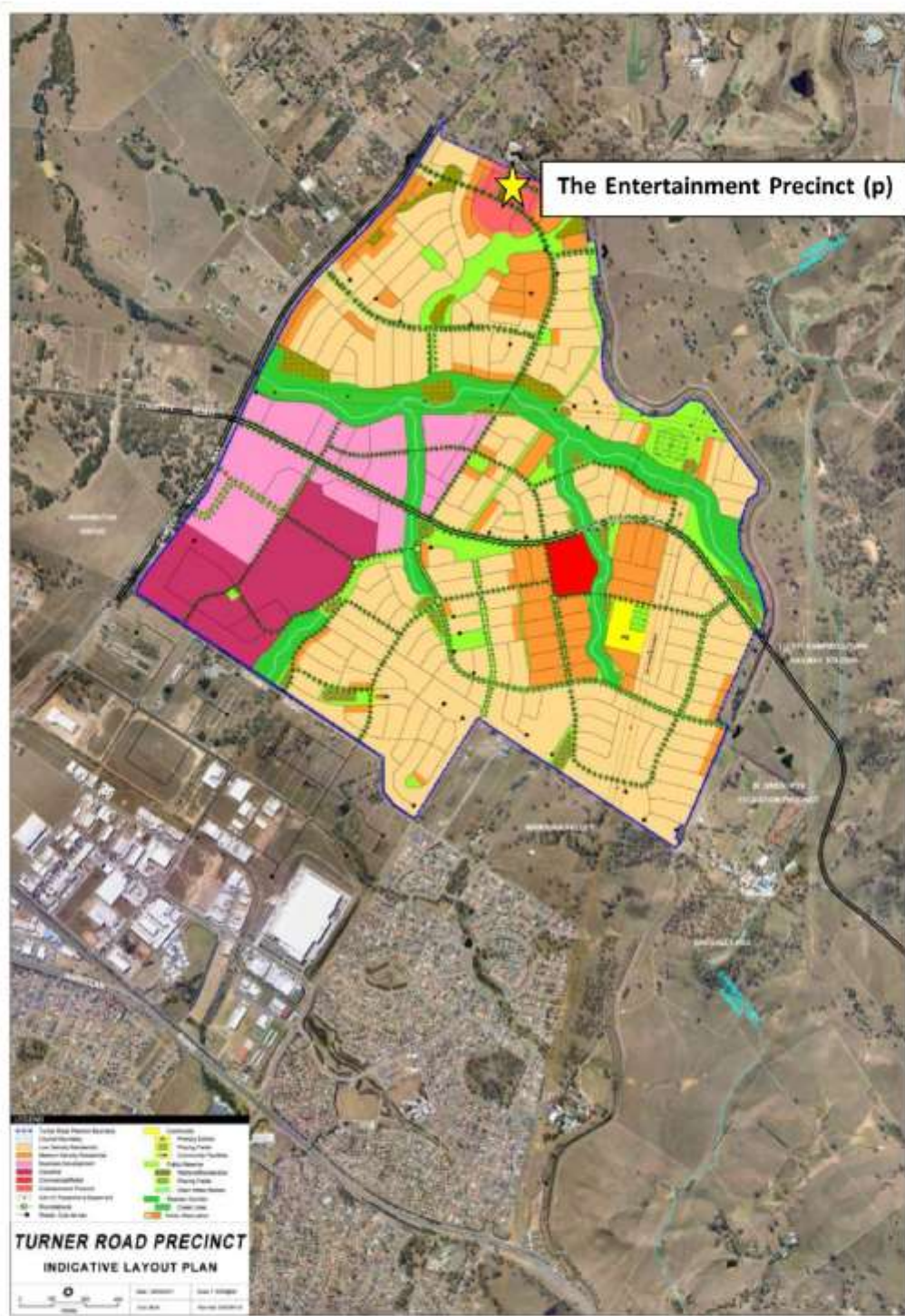
- viii. The Turner Road DCP (2007) also indicates a list of land use "objectives" for the Entertainment Precinct and wider Turner Road employment area. Details of relevant objectives are summarised as follows:

- *To provide a layout and configuration that reinforces the objectives and desired future character of the precinct.*
- *To provide guidelines for the allocation of land uses that responds to the site characteristics and zoning that applies to the site.*

- *To provide for a range of employment generating development with high employment levels preferred.*
 - *To maximise opportunities for local employment.*
 - *To provide local convenience retail and business uses that serve the needs of the local workforce.*
- ix. Part B1 of the Turner Road DCP applies specifically to The Entertainment Precinct with the stated vision and objectives as follows:
- *(a) To support the provision of a variety of recreation, entertainment, residential and support uses within the precinct;*
 - *(b) To provide the opportunity for the provision of support retail and commercial facilities within the precinct;*
 - *(c) To create a mixed use entertainment, leisure, support retail and amenity services and residential precinct focused around and adjacent to the Entertainment Precinct;*
 - *(d) To ensure that the detailed design of the precinct is undertaken in a co-ordinated manner in order to achieve a high quality urban design outcome;*
 - *(e) To provide a structure for preferred uses and activities within the precinct;*
 - *(f) To provide a structure plan for the interface between the public and private domain that maximises the outlook and orientation for all uses;*
 - *(g) To reinforce the “hilltop” location of the precinct as a focal point for development within the locality;*
 - *(h) To reinforce the potential private and public domain vistas through the provision of a strong north south axis through the precinct;*
 - *(i) To provide and reinforce a strong visual link to the Gledswood Estate to the north of the precinct;*

- (j) *To provide a structure for the management of transport and service vehicle access.*
- x. The now proposed development by Sekisui House at the site would be consistent with the objectives outlined for The Entertainment Precinct in the Turner Road DCP (2007). Further, the development would be a high quality facility in this region of Sydney, offering a high level of design, a significant investment and would be consistent with the needs of the current and future immediate population.
- xi. The Turner Road DCP was prepared in 2007. Since this time, a number of changes have occurred to both the retail environment and also the development of the South Western Growth Centre. On this basis, the limited flexibility afforded by the DCP particularly in relation to floorspace caps does not allow for the developers of The Entertainment Precinct to provide a viable retail and entertainment offer to meet the needs of The Hermitage current and future population.

FIGURE 1.1 – TURNER ROAD PRECINCT – INDICATIVE LAYOUT PLAN



1.3 Indicative Development Plan

- i. Sekisui House propose a high quality commercial precinct for the 7.4 hectare site that is The Entertainment Precinct at The Hermitage. The vision for the precinct is to be at the forefront of urban design, seamlessly interconnected to the master planned community.
- ii. The aspirations for the Entertainment Precinct project are to:
 - Create a vibrant precinct focused on commercial, entertainment and some retail uses that is activated both in the day and evening.
 - Incorporate a retail mix that includes a combination of convenience and boutique businesses that deliver amenity to the residents of The Hermitage.
 - Provide a mix of uses offering high quality and authentic experiences.
 - Provide medium density residential to contribute to the mix of uses and activation of the precinct outside of traditional hours.
- iii. The retail component of The Entertainment Precinct would be a high quality development providing a range of facilities to meet the needs of the immediate current and future population of The Hermitage. Sekisui House is committed to providing a development that is befitting The Hermitage and that also provides a high level of design and urban form.
- iv. Sekisui House propose a development that would be consistent with the shop floorspace cap for the site of 3,500 sq.m, however, Sekisui House now seek to increase the size of the individual shop floorspace cap from 500 sq.m to 1,800 sq.m for one shop at the site. On this basis, the indicative development plan would be as follows:
 - Grocery store: 1,800 sq.m.
 - Retail shop floorspace: 1,700 sq.m.

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- Total retail shop development: 3,500 sq.m.

2 TRADE AREA ANALYSIS

This section of the report outlines the trade area likely to be served by the proposed The Entertainment Precinct at The Hermitage, including current and projected population and retail spending levels.

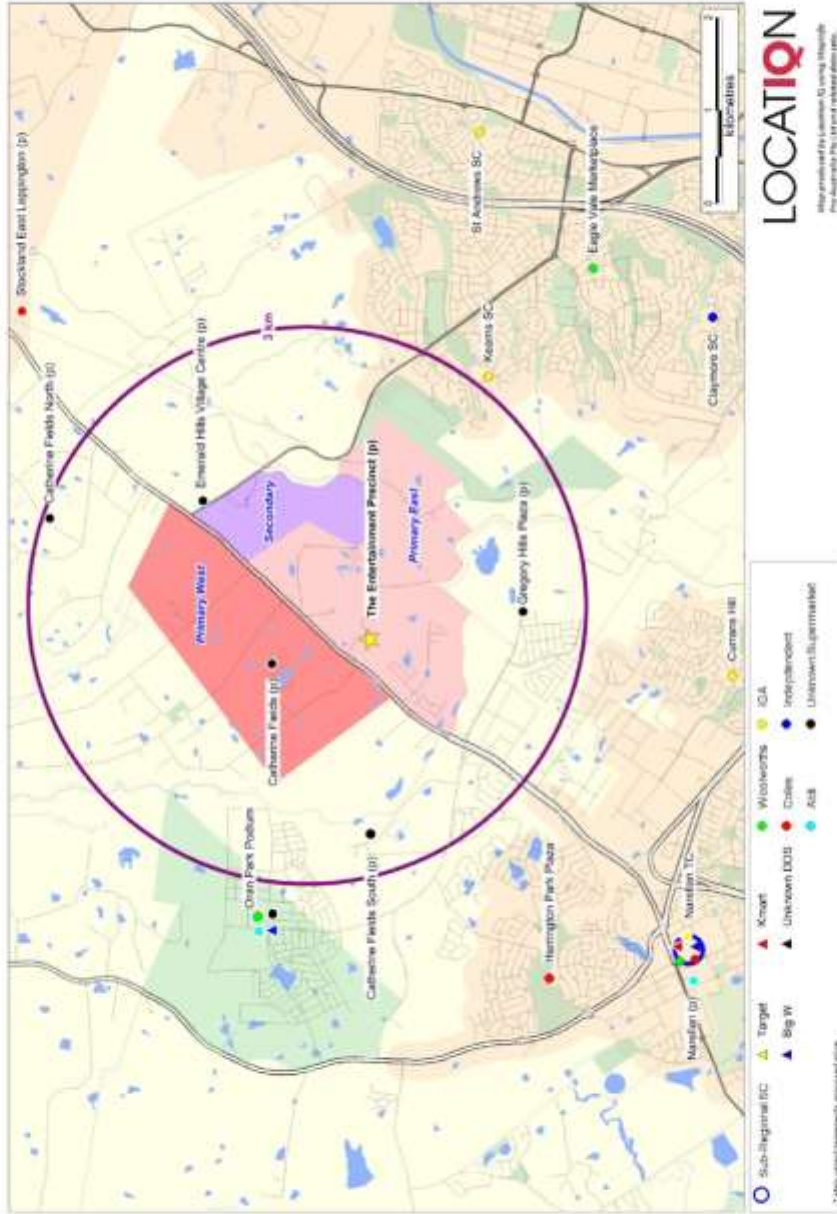
2.1 Trade Area Definition

- i. The trade area defined for The Entertainment Precinct at The Hermitage takes into account the following considerations:
 - The scale and composition of the proposed development which is allowed to encompass some 3,500 sq.m of shop floorspace. For the purposes of this assessment, the trade area is reflective of the inclusion of a grocery store of 1,800 sq.m.
 - The provision of current and future retail facilities throughout the surrounding area.
 - Regional and local accessibility, including along Camden Valley Way.
 - The pattern of current and future urban development.
 - Significant physical barriers in the surrounding area.
- ii. Map 2.1 outlines the defined main trade area for The Entertainment Precinct at The Hermitage, which includes two primary sectors and one secondary sector as follows:
 - The **primary east sector** encompasses the majority of The Hermitage residential estate on the eastern side of Camden Valley Way and generally extends 1 – 2 km from the site to the north, east and south.
 - The **primary west sector** extends 1 – 1.5 km to the west of Camden Valley Way and includes parts of Catherine Fields.
 - The **secondary sector** is to the north of the site and is bounded by Raby Road, generally comprising the Lakeside Precinct of The Hermitage.

- iii. The combination of the two primary sectors and the secondary sector is referred to as the main trade area throughout the remainder of this report and generally extends 1 – 2 km around the site reflecting a localised catchment only. The development would primarily serve the convenience needs of the immediate current and future population of The Hermitage.

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MAP 2.1 – THE ENTERTAINMENT PRECINCT MAIN TRADE AREA AND COMPETITION



2.2 Main Trade Area Population

- i. Table 2.1 details the main trade area current and projected population levels based on the following:
 - The 2006 and 2011 Census of Population and Housing undertaken by the Australian Bureau of Statistics (ABS);
 - Information provided on residential sales at The Hermitage by Sekisui House.
 - Population projections prepared at the Small Area Level by Forecast .id for the Camden Local Government Area (LGA).
- ii. The Entertainment Precinct main trade area population is currently estimated at 1,400 in 2014, including 970 persons within the primary east sector. Over the period to 2026, the main trade area population is projected to increase at a rate of 1,600 persons per annum, reflecting an increase of 25.1%, to 20,485. The primary east sector population is projected to increase by some 6,585 persons to 7,555 by 2026.
- iii. Key information relating to residential development within the main trade area is as follows:

Primary East Sector

- The Hermitage by Sekisui House will encompass approximately 1,760 lots, or some 5,400 persons upon completion. To date, some 800 lots have been sold with 320 homes completed. This estate is expected to be finished by 2019/20. Of the total of 1,800 lots, some 1,430 will be provided in the Turner Road and El Caballo Blanco precincts that fall within this sector.
- Mirvac is developing a future residential estate to the immediate east of The Hermitage that will include some 600 dwellings (1,800 persons). First homes are due for completion in 2017, with the estate expected to be developed over five years, which implies a rate of around 100 - 150 lots per annum.

- Gledswood residential comprises circa 140 dwellings and adjoins the El Caballo Blanco land.

Primary West Sector

- Residential development on the western side of Camden Valley Way near The Entertainment Precinct site has not yet commenced. The primary west sector falls across the Catherine Fields (Part) and Catherine Fields precincts. Currently, the Catherine Fields (Part) precinct has been rezoned with the Catherine Fields area still designated as a future precinct which will need to be rezoned and then released (refer Figure 2.1). The existing properties on the western side of Camden Valley Way are generally larger, residential properties.
- Catherine Fields (Part) was rezoned for development in March 2013 and covers an area of 320 hectares. The ultimate dwelling capacity is some 3,200 lots with an indicative future population of 10,000. For the purposes of this assessment, we have assumed development beginning from 2020 with the number of lots completed each year increasing from 250 at the start of this period to 420 post 2023.
- Within the Catherine Fields precinct, first homes are assumed by 2023, with a dwelling yield of 250 dwellings per annum for the purposes of this assessment.

Secondary Sector

- Lakeside, which is the final precinct that makes up The Hermitage, is planned to include 330 dwellings and is likely to proceed once the southern areas of The Hermitage are complete. First homes are assumed from 2017.
- iv. It is important to note that the projected population levels outlined in this report rely on residential development occurring at the rates outlined above. If residential development were to occur at a slower rate, then population growth will be lower.

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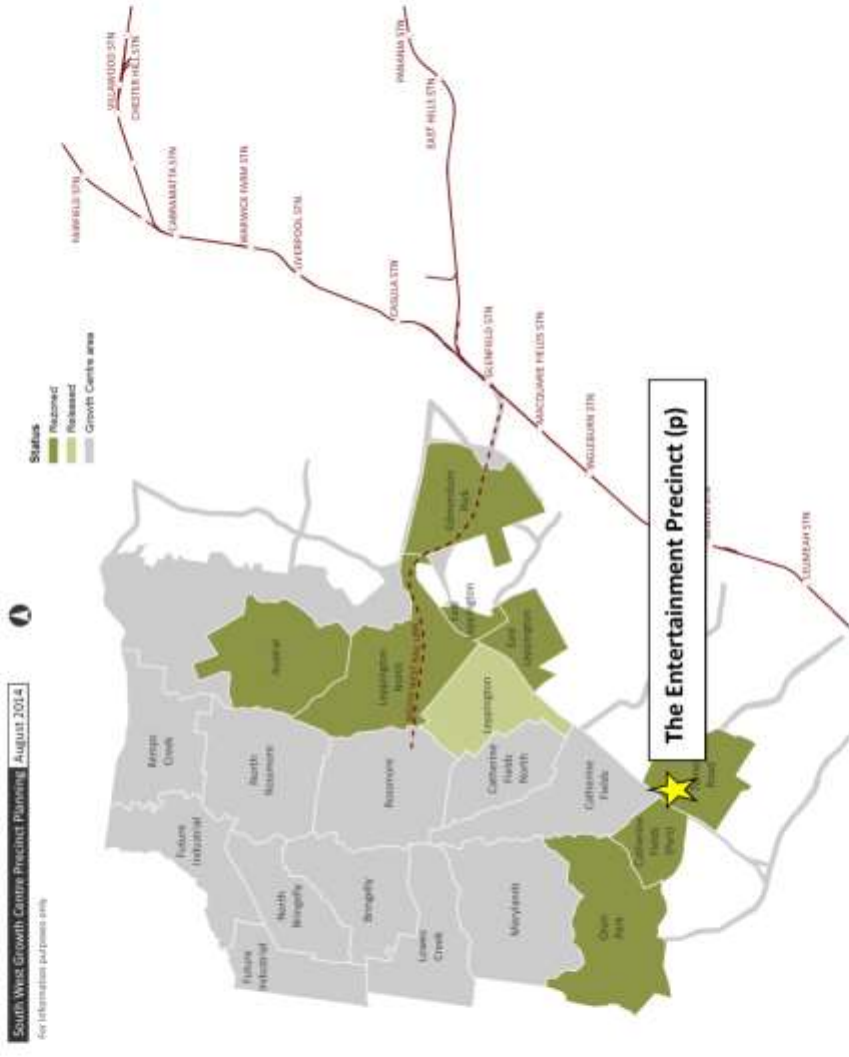
TABLE 2.1 – THE ENTERTAINMENT PRECINCT MAIN TRADE AREA POPULATION, 2011-2026

Trade Area Sector	Estimated Resident Population		Forecast Population		
	2011	2014	2016	2021	2026
Primary Sectors					
• East	10	970	1,930	5,305	7,555
• West	<u>430</u>	<u>430</u>	<u>430</u>	<u>2,030</u>	<u>11,930</u>
Total Primary	440	1,400	2,360	7,335	19,485
Secondary Sector	0	0	0	750	1,000
Main Trade Area	440	1,400	2,360	8,085	20,485
		Average Annual Change (No.)			
		2011-2014	2014-2016	2016-2021	2021-2026
Primary Sectors					
• East		320	480	675	450
• West		0	0	320	1,980
Total Primary		320	480	995	2,430
Secondary Sector		0	0	150	50
Main Trade Area		320	480	1,145	2,480
		Average Annual Change (%)			
		2011-2014	2014-2016	2016-2021	2021-2026
Primary Sectors					
• East		n.a.	41.1%	22.4%	7.3%
• West		<u>0.0%</u>	<u>0.0%</u>	<u>36.4%</u>	<u>42.5%</u>
Total Primary		47.1%	29.8%	25.5%	21.6%
Secondary Sector		n.a.	n.a.	n.a.	5.9%
Main Trade Area		47.1%	29.8%	27.9%	20.4%
<i>Australian Average</i>		<i>1.5%</i>	<i>1.4%</i>	<i>1.3%</i>	<i>1.2%</i>
<p><i>All figures as at June</i> <i>All figures are based on 2011 SAI boundary definition with the exception of 2006 which is based on 2006 CCD boundary definition. 2006 and 2011 ERP is calculated using 2011 enumeration factor.</i> <i>Sources : ABS; forecast .id</i></p>					

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FIGURE 2.1 – SOUTH WEST GROWTH CENTRE PRECINCT PLANNING



2.3 Socio-economic Profile

- i. Table 2.2 summarises the socio-economic characteristics of The Entertainment Precinct main trade area population compared with the Sydney and Australian benchmarks, based on the 2011 Census of Population and Housing. Given new residential housing in the main trade area was limited to 2011, the figures essentially reflect the rural residential development prevailing at that time. Therefore, the socio-economic profile of residents of Harrington Park and Mount Annan are also provided as a proxy of the likely change in the socio-economic profile of the main trade area population as more residents purchasing a new home in a master planned residential community move into the area.
- ii. Overall, the socio-economic profile of The Entertainment Precinct main trade area currently (2011 Census) reflects a younger, family based population who earn below average per capita income levels. Over time, the socio-economic profile is expected to reflect a more affluent, family based population who own their own homes.

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TABLE 2.2 – MTA SOCIO-ECONOMIC PROFILE, 2011 CENSUS

Characteristics	Main TA	Harrington Park	Mount Annan	Syd Metro Average	Aust Average
Income Levels					
Average Per Capita Income	\$27,516	\$37,054	\$34,377	\$36,941	\$34,201
Per Capita Income Variation	-25.5%	0.3%	-6.9%	n.a.	n.a.
Average Household Income	\$96,931	\$126,899	\$110,715	\$99,586	\$87,928
Household Income Variation	-2.7%	27.4%	11.2%	n.a.	n.a.
Average Household Size	3.5	3.4	3.2	2.7	2.6
Age Distribution (% of Pop'n)					
Aged 0-14	20.4%	28.7%	26.7%	19.2%	19.3%
Aged 15-19	7.5%	7.8%	8.4%	6.3%	6.5%
Aged 20-29	14.5%	9.8%	11.6%	14.7%	13.8%
Aged 30-39	12.0%	17.3%	16.9%	15.3%	13.8%
Aged 40-49	13.8%	16.8%	16.6%	14.2%	14.2%
Aged 50-59	13.0%	10.4%	10.6%	12.3%	12.8%
Aged 60+	18.7%	9.2%	9.2%	18.0%	19.6%
Average Age	36.6	31.2	31.4	37.2	37.9
Housing Status (% of H'holds)					
Owner/Purchaser	81.0%	87.0%	82.8%	67.4%	69.3%
Renter	19.0%	13.0%	17.2%	32.6%	30.7%
Birthplace (% of Pop'n)					
Australian Born	74.1%	81.5%	84.1%	63.7%	73.9%
Overseas Born	25.9%	18.5%	15.9%	36.3%	26.1%
• Asia	5.5%	2.9%	2.6%	13.7%	7.6%
• Europe	14.5%	8.3%	6.9%	9.1%	9.4%
• Other	6.0%	7.3%	6.4%	13.6%	9.1%
Family Type (% of Pop'n)					
Couple with dep't children	52.4%	65.0%	61.4%	48.2%	45.3%
Couple with non-dep't child.	14.9%	9.1%	8.9%	9.1%	7.7%
Couple without children	17.1%	14.1%	14.8%	20.1%	23.0%
Single with dep't child.	6.3%	7.1%	9.1%	8.5%	9.2%
Single with non-dep't child.	4.7%	1.8%	2.3%	3.9%	3.5%
Other family	0.8%	0.5%	0.4%	1.2%	1.1%
Lone person	3.9%	2.4%	3.1%	9.0%	10.2%

Sources : ABS Census of Population and Housing 2011

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2.4 Main Trade Area Retail Spending

- i. The estimated retail expenditure capacity of the main trade area population is based on information sourced from MDS Market Data Systems. MDS utilises a detailed micro-simulation model of household expenditure behaviour for all residents of Australia.
- ii. The MDS model takes into account information from a wide variety of sources, including the regular ABS Household Expenditure Survey, National Accounts Data, Census Data and other information.
- iii. In New South Wales, Queensland and Victoria, the MarketInfo estimates of retail spending that are prepared independently by MDS are commonly used by all parties in Economic Impact Assessments.
- iv. Main trade area retail expenditure is currently estimated at \$17.5 million and is projected to increase to \$289.5 million by 2026, representing an average annual growth rate of 26.3% (refer Table 2.3). All figures presented in this report are in constant 2014 dollars and include GST.
- v. The projected growth rate of the main trade area retail spending market of 26.3% per annum takes into account the following:
 - Real growth in retail spending per capita of 0.5% annually for food retail and 1.0% for non-food retail over the period to 2017, increasing to 1.0% and 1.4%, respectively from 2018 to 2026. This is in-line with the national averages. Real growth in retail spending refers to the increase in retail sales consumption of a household adjusted for changes in prices.
 - Main trade area population growth of 25.1% per annum.
- vi. Table 2.4 presents a breakdown of retail spending by key commodity group, indicating the largest spending market is food and liquor at \$7.3 million, representing 41.7% of the total retail spending market.

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TABLE 2.3 – MAIN TRADE AREA RETAIL EXPENDITURE, 2014 – 2026

Y/E June	Primary Sector		Secondary Sector	Main TA
	East	West		
2014	11.5	6.0	0.0	17.5
2015	16.1	6.0	0.0	22.1
2016	22.9	6.1	0.0	28.9
2017	30.3	7.1	0.3	37.7
2018	37.6	9.8	2.5	49.9
2019	46.5	13.6	4.7	64.8
2020	57.7	18.8	6.9	83.4
2021	71.5	25.9	9.3	106.7
2022	83.0	36.6	11.7	131.2
2023	90.1	52.8	12.5	155.4
2024	97.9	76.1	13.4	187.5
2025	106.4	109.8	14.4	230.6
2026	115.6	158.4	15.4	289.5
Expenditure Growth				
2014-2017	18.8	1.2	0.3	20.3
2017-2021	41.2	18.8	9.0	68.9
2021-2026	44.1	132.5	6.1	182.8
2014-2026	104.1	152.5	15.4	272.0
Average Annual Growth Rate				
2014-2017	38.0%	6.1%	n.a.	29.2%
2017-2021	23.9%	38.1%	n.a.	29.7%
2021-2026	10.1%	43.6%	10.7%	22.1%
2014-2026	21.2%	31.4%	n.a.	26.3%
*Constant 2013/14 dollars & Including GST Source : MarketInfo				LOCATIONIQ

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TABLE 2.4 – MTA RETAIL EXPENDITURE BY KEY COMMODITY GROUP, 2014 – 2026

Y/E June	Food & Liquor	Food Catering	Apparel	H'hold Goods	Leisure	General Retail	Retail Services
2014	7.3	2.2	1.9	3.3	0.8	1.5	0.5
2015	9.2	2.8	2.4	4.2	1.0	1.9	0.6
2016	12.0	3.6	3.2	5.5	1.3	2.5	0.8
2017	15.6	4.7	4.2	7.2	1.7	3.3	1.1
2018	20.5	6.3	5.5	9.5	2.2	4.4	1.4
2019	26.6	8.2	7.2	12.3	2.9	5.7	1.8
2020	34.2	10.5	9.3	15.9	3.7	7.4	2.3
2021	43.6	13.5	11.9	20.4	4.8	9.4	3.0
2022	53.5	16.6	14.7	25.1	5.9	11.6	3.7
2023	63.3	19.7	17.4	29.8	7.0	13.8	4.4
2024	76.2	23.8	21.0	36.0	8.5	16.7	5.3
2025	93.5	29.4	25.9	44.4	10.4	20.6	6.5
2026	117.0	36.9	32.5	55.8	13.1	25.8	8.2
Expenditure Growth							
2014-2017	8.3	1.4	1.3	2.2	0.5	1.0	0.3
2017-2021	28.1	8.8	7.7	13.2	3.1	6.1	1.9
2021-2026	73.4	23.4	20.6	35.4	8.3	16.4	5.2
2014-2026	109.8	34.7	30.6	52.5	12.4	24.3	7.7
Average Annual Growth Rate							
2014-2017	28.8%	29.5%	29.5%	29.5%	29.5%	29.5%	29.5%
2017-2021	29.4%	29.9%	29.9%	29.9%	29.9%	29.9%	29.9%
2021-2026	21.8%	22.3%	22.3%	22.3%	22.3%	22.3%	22.3%
2014-2026	26.0%	26.6%	26.6%	26.6%	26.6%	26.6%	26.6%
*Constant 2013/14 dollars & including GST Source : Marketinfo							

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3 COMPETITIVE ENVIRONMENT

This section of the report reviews the competitive retail environment within which the proposed The Entertainment Precinct would operate, as well as future planned retail facilities. Retail facilities were illustrated on Map 2.1 and are summarised in Table 3.1.

TABLE 3.1 – COMPETITIVE RETAIL FACILITIES

Centre	Shopfront GLA (sq.m)	Anchor Tenants	Dist. From Site (km)
Sub-regional Shopping Centres			
Narellan Town Centre	34,900	Big W (6,900), Woolworths (3,800), Coles (3,400)	5.0
Supermarket Based Shopping Centres			
Oran Park Podium	9,800	Woolworths (4,600)	5.3
Harrington Park Plaza	4,900	Coles (2,300)	5.7
Kearns SC	1,600	IGA (500)	6.9

Source: Australian Shopping Centre Council Database

3.1 Sub-Regional Shopping Centres

- i. A sub-regional shopping centre is anchored by one or more discount department stores.
- ii. The nearest sub-regional shopping centre to the planned The Entertainment Precinct site is Narellan Town Centre, situated some 5 km to the south. This centre is based on a Big W discount department store, Woolworths and Coles supermarkets and some 140 specialty shops.
- iii. According to the *Shopping Centre News - Little Guns 2014*, Narellan Town Centre totals 34,860 sq.m and achieves Moving Annual Turnover (MAT) of \$239 million. This shopping centre is a key destination for food and non-food shopping for the surrounding population, reflecting the high profile location of the centre along Camden Valley Way.

- iv. The largest development proposed to occur throughout the Camden/Campbelltown area is the redevelopment of the Narellan Town Centre. The sub-regional centre is currently proposed for a major expansion which will result in the extension of the centre across Camden Valley Way and into the block bounded by The Northern Road to the north and east, Camden Valley Way to the south and The Old Northern Road to the west.
- v. In terms of major future competitors, the expansion of Narellan Town Centre is the most relevant, with the next stage of development at around 30,000 sq.m increasing the total size of the centre to 65,000 sq.m. Once expanded, the centre would incorporate three discount department stores, full-line supermarkets as well as an extensive array of mini-majors and specialty stores. This development is in the early stages of construction and is assumed to open in early 2016.

3.2 Supermarket Based Shopping Centres

- i. There are currently no existing supermarkets within the defined main trade area, with the nearest existing supermarkets beyond the defined main trade area described as follows:
 - Oran Park Podium opened in September 2014 and is anchored by a Woolworths supermarket of 4,600 sq.m and some 27 specialty shops as well as a provision of non-retail facilities. The centre is located 5.3 km to the west of The Entertainment Precinct site and serves the recent and growing population around Oran Park.

The Oran Park Town Centre is expected to support around 50,000 sq.m of retail and commercial floorspace over the longer term, including a sub-regional retail centre, offices, education, community and recreational facilities.

 - Harrington Park Plaza is a Coles supermarket based shopping centre situated 5.7 km to the south of The Entertainment Precinct site. The centre also includes a provision of some 14 specialty shops as well as commercial tenants including a medical centre.

- Kearns Shopping Centre is situated on Epping Forest Drive, 6.9 km to the east. This small convenience centre is based on a small IGA foodstore of 500 sq.m, together with a small provision of 10 supporting shops including a liquor store, butcher, bakery, hairdresser and some takeaway food retailers.
- ii. On this basis, residents of The Entertainment Precinct main trade area would have to undertake a round trip of 10 km or more to frequent the nearest supermarket/grocery store facilities in the surrounding area.

3.3 Planned Retail Facilities

- i. Reflecting the significant population growth expected to occur throughout the South West Growth Centre, there are a number of planned retail facilities in the surrounding area. The most relevant of these are described as follows:

Within the Main Trade Area

- Supermarkets are planned throughout the Catherine Fields and Catherine Fields North release areas (primary west sector). For the purposes of this report, these supermarkets are not assumed to proceed over the forecast period to 2017/18 given the assumed rate of population growth. However, at least one supermarket is likely to open over the period to 2026.

Beyond the Main Trade Area

- To the north, Emerald Hills Village is being developed by Macarthur Developments. The site has received rezoning approval and is likely to include a maximum of 10,000 sq.m of floorspace, likely including a full-line supermarket and possibly a smaller second supermarket. The development of this site will be in accordance with future population growth around the site and for the purposes of this assessment, is assumed to occur post the Entertainment Precinct opening. Similar to the planned Gregory Hills Town Centre, this larger centre will serve a different function within the retail hierarchy compared to the now planned The

Entertainment Precinct. A full-line supermarket will not be provided at The Entertainment Precinct.

- A major full-line supermarket is planned at the Gregory Hills Town Centre site. For the purposes of this report, a supermarket of 4,200 sq.m is assumed to proceed at the site post the opening year of the Entertainment Precinct. A total of some 15,000 sq.m of floorspace is planned for this centre over future stages, likely including a second supermarket. This planned centre would be significantly larger than The Entertainment Precinct providing a full-line supermarket and a range of specialty shops. On this basis, the two centres would in effect serve different functions within the retail hierarchy.
- An Aldi supermarket was previously refused by Council as part of the Gregory Hills Corporate Park. For the purposes of this report, an Aldi supermarket is not assumed to proceed at the site over the forecast period.
- The Turner Road precinct also comprises employment land (INI and B5) which already accommodates a Masters Hardware of 13,000 sq.m. A major bulky goods node is expected to develop around Gregory Hills Drive. The Central Hills Business Park has DA approval for around 20,000 sq.m of bulky goods retail, which will be developed over two stages, and the adjacent Gregory Hills Corporate Park will accommodate a similar amount of floorspace.
- A Coles supermarket of 4,200 sq.m is assumed to open in the Stockland owned Willowdale estate (East Leppington) by 2016/17.

3.4 Summary

- i. The Entertainment Precinct will serve the convenience needs of the immediate current and future population of The Hermitage.
- ii. Main trade area residents currently have to undertake a round trip of some 10 km or more to frequent supermarket and convenience based facilities at Narellan Town Centre, Oran Park and Harrington Park Plaza.

- iii. There are a number of larger planned supermarket facilities in the surrounding area to serve new growth areas. These facilities all generally enjoy high profile locations along major traffic routes. These larger centres are also to include full-line supermarkets which would not be provided at The Entertainment Precinct and thus would function differently in the retail hierarchy. These centres are also larger than the planned The Entertainment Precinct and would include a greater range of floorspace and facilities that would serve surrounding population growth and draw from a wider catchment area.
- iv. In terms of the possible implications for the centres hierarchy, key points to note include:
- The Entertainment Precinct would include a maximum of 3,500 sq.m of retail shop floorspace which would be smaller than most of the other nearby current and future planned centres.
 - All other existing and planned centres include at least one full-line supermarket. Oran Park, Gregory Hills and Emerald Hills Village are likely to include two supermarkets in the longer term.
 - Given the location, scale and composition of the planned The Entertainment Precinct, the development would be unlikely to impact on the retail hierarchy.

4 ASSESSMENT OF POTENTIAL FOR RETAIL FACILITIES

This section of the report considers the sales potential for an indicative mix of retail floorspace as part of the proposed The Entertainment Precinct. The likely trading and other impacts that can be anticipated following the construction of the proposal are also reviewed.

4.1 Indicative Development Schemes

- i. In order to assess the potential economic benefits and impacts that may arise from the development of the proposed The Entertainment Precinct retail component, the sales level which the development is projected to achieve is outlined. On this basis, two approaches are undertaken as follows:
 - The **Base Case** scenario assumes 3,500 sq.m of retail shops with a maximum individual shop size of 500 sq.m. On this basis, the major grocery tenant is limited to 500 sq.m in size, together with a supporting provision of shops.
 - The **Preferred Development** scenario assumes that the maximum individual shop floorspace cap of 500 sq.m is increased to 1,800 sq.m for one shop. On this basis, a retail centre of 3,500 sq.m is assumed, anchored by a grocery store of 1,800 sq.m.
- ii. Table 4.1 provides a summary of the composition of the two indicative development schemes that are assumed for the purposes of this assessment.
- iii. The Preferred Development scenario would allow more flexibility for the developers of the site to provide a retail offer that is viable and attractive to retailers to ensure that local residents are provided with the facilities that they are likely to demand now and in the future. This option would also allow the developers to provide a facility that would be more in accordance with the vision for the site as presented in planning documents.

- iv. The individual shop floorspace cap of 500 sq.m currently provides limited flexibility for the provision of retail floorspace at the site which is potentially detrimental to the ability of the developer to provide a viable provision of floorspace.
- v. There are few, if any examples of retail centres in Australia that are provided in a similar location to The Entertainment Precinct site that include 30 shops with a major tenant of only 500 sq.m. Anchor tenants act as key customer generators for small shops to benefit from customer flows.

TABLE 4.1 – INDICATIVE DEVELOPMENT SCENARIOS

Component	Base Case		Preferred Development	
	GLA (sq.m)	% of Total	GLA (sq.m)	% of Total
Grocery Store	500	14.3%	1,800	51.4%
Retail Specialty	3,000	85.7%	1,700	48.6%
Total Retail	3,500	100.0%	3,500	100.0%

4.2 Grocery Store Potential

- i. Two possible grocery store major tenant options are considered for the proposed The Entertainment Precinct, namely a grocery store of 500 sq.m that complies with the current maximum individual shop floorspace cap, or a grocery store of 1,800 sq.m which is the preferred development scheme.
- ii. Projected sales for a grocery store of 500 sq.m at the proposed The Entertainment Precinct are \$3.2 million in 2016/17, or \$6,422 per sq.m (refer Table 4.2). Projected sales for a grocery store of 1,800 sq.m are \$10.6 million, or \$5,873 per sq.m in the same year.
- iii. On this basis, projected sales for a grocery store of 1,800 sq.m would be around \$7.4 million higher than the projected sales for a grocery store of 500 sq.m. The 1,800 sq.m grocery store would better meet the needs of the current and growing immediate population base who currently have to undertake a round trip of some 10

km to visit the nearest supermarkets and grocery facilities. The inclusion of a grocery store of 1,800 sq.m would provide an offering that improves the range of local convenience goods for residents of the main trade area

- iv. In comparison, a 500 sq.m grocery store would provide for only the most basic convenience top-up shopping needs of the population.
- v. A grocery store of 1,800 sq.m could accommodate a range of possible tenants that would all be likely to achieve a similar projected sales volume. Types of tenants that could consider a grocery store of this size would include IGA, FoodWorks, Supabarn and Spar as well as popular fresh produce stores such as Harris Farm Markets. In addition, an independent operator could also be secured at the site.

4.3 Total Centre Potential

- i. The sales performance of any particular retail facility, be it an individual store or a collection of stores provided in a shopping centre or precinct, is determined by a combination of the following critical factors:
 - The composition and quality of the facility, including the major trader or traders; the specialty mix; centre layout and configuration; ease of accessibility and parking; and the overall feel of the centre.
 - The size of the available catchment which the facility serves.
 - The location and strength of competitive retail facilities.
- ii. The sales potential for the two indicative development schemes for the proposed The Entertainment Precinct is now reviewed taking into account these factors.
- iii. Table 4.2 provides a summary of the total projected sales for the two indicative development schemes. Overall, under the Base Case, projected sales are \$15.2 million in 2016/17, with projected sales some \$3.4 million higher for the Preferred Development scenario at \$18.6 million.

- iv. As shown, under the Base Case scenario, 3,000 sq.m of retail shop floorspace would be provided. Under the Preferred Development scenario, a significantly reduced provision of retail shop floorspace totalling 1,700 sq.m would be provided. In new growth areas, the ability to lease a significant provision of retail shop floorspace can often be difficult as the population is not established to support this retail floorspace in the first instance.
- v. If a large provision of retail shop floorspace is provided, there is the very real possibility that this floorspace may not be leased which would detract from the overall appeal and amenity of the offer. The viability of the development would also be compromised and there may be a delay in the delivery of the project which is important given the established and growing population base.
- vi. A smaller provision of retail shop floorspace would be developed under the Preferred Development scheme. Under this scheme, a range of 17 shops could still be provided, assuming an average floor space of 100 sq.m.
- vii. Overall, projected retail shop sales for the Base Case scenario would average around \$4,000 per sq.m, or a total of \$12 million in 2016/17. The average productivity level under the Preferred Development scenario would likely be higher at \$4,750 per sq.m, reflecting the following:
 - The increased attraction of the centre given an improved anchor grocery store of 1,800 sq.m.
 - The reduced provision of retail shop floorspace which would likely trade at higher levels.
 - The quality urban form, layout and design of the precinct.
- viii. The projected sales under the Base Case scenario represent a best case scenario for this development scheme. There is the very real possibility, as discussed previously, that the provision of 3,000 sq.m of shop floorspace (approximately 30 shops) may be difficult to lease and vacant floorspace would result, or very low trading tenants

could likely only be secured. Possible implications of failing to lease all the shops include poor activation, limited after hours activation, anti-social behaviour, higher policing costs, a decline in public health and reduced community wellbeing. This is a risk above and beyond the projected sales outlined for this scenario. The ability to provide an improved anchor tenant and also a smaller provision of shop floorspace would go some way to ensuring a viable, vibrant and fully leased retail development upon opening.

- ix. There are few, if any examples of retail centres in Australia that are provided in a similar location to The Entertainment Precinct site that include 30 shops with a major tenant of only 500 sq.m. Anchor tenants act as key customer generators for small shops to benefit from customer flows.
- x. Taking the above into consideration, the difference in sales of \$3.4 million is now reviewed in terms of the implications on surrounding existing and proposed facilities. This reflects the incremental projected sales and impacts likely as a result of the increase of the individual shop floorspace from 500 sq.m to 1,800 sq.m that would allow for an improved anchor grocery store.

TABLE 4.2 – THE ENTERTAINMENT PRECINCT TOTAL CENTRE POTENTIAL

Component	GLA (sq.m)	Base Case		Preferred Development		
		Projected Sales \$M	\$/sq.m	GLA (sq.m)	Projected Sales \$M	\$/sq.m
Grocery Store	500	3.2	6,422	1,800	10.6	5,873
Retail Shops	3,000	12.0	4,000	1,700	8.1	4,750
Total Retail	3,500	15.2	4,346	3,500	18.6	5,327

**Constant 2013/14 dollars & including GST*

4.4 Projected Sales Impacts

- i. This sub-section of the report outlines the likely sales impacts on existing and proposed retail facilities as a result of the development of the retail component of the proposed The Entertainment Precinct under the Preferred Development scenario.
- ii. It is important to note that impacts outlined in this report are indicative as it is difficult to precisely project the sales impact of the opening of a new store/centre on existing retail facilities. A number of factors can influence the impact on individual centres/retailers, including but not limited to:
 - Refurbishment/improvements to existing centres.
 - Expansions to existing centres.
 - Loyalty programs of existing retailers.
 - The existing centre mix and how it competes with the proposed development.
- iii. For all these reasons and other similar factors, sales impacts outlined in this report should be used as a broad indication.
- iv. For the purposes of this assessment, only the incremental impacts as a result of the increase in the individual shop floorspace cap of 500 sq.m to 1,800 sq.m for one shop at the site is reviewed. On this basis, the incremental sales are \$3.4 million. This is the impact above and beyond the level that would be likely on existing and proposed retail facilities as a result of a centre of 3,500 sq.m with a 500 sq.m individual shop floorspace cap.
- v. The incremental sales of around \$3.4 million would represent around 39% of the projected increase in retail spending for the main trade area population in one year, i.e. from 2016 – 2017 (\$17.3 million). On this basis, around 61% of the total increase in retail spending from The Entertainment Precinct main trade area population in that year would still be available for other existing and proposed retail facilities.

- vi. Overall, with projected sales of \$18.6 million under the Preferred Development scenario, this is equivalent to only 49.4% of total main trade area retail expenditure. 50.6% of main trade area resident retail expenditure would still be directed to other larger facilities beyond the main trade area including Oran Park Podium, Narellan Town Centre and future centres including Gregory Hills Plaza, Emerald Hills Village and others.
- vii. Overall, the projected sales under the Preferred Development scenario would reflect that of a localised centre serving the immediate and growing population base. Impacts on surrounding centres as a result of an increase in the maximum individual shop floorspace cap from 500 sq.m to 1,800 sq.m would be negligible.
- viii. The increase in the individual shop floorspace cap for one shop at the site would likely provide a more vibrant and viable retail precinct for the local population. There is the very real threat that if the individual shop maximum floorspace cap for one tenant is not increased from 500 sq.m to 1,800 sq.m that the developer may find it difficult to lease the quantum of shops both now and in the future as the ability to provide a major anchor tenant, which would then be to the benefit of supporting shops, would be compromised.
- ix. In growth areas, it is very important that retail facilities are supported by an anchor tenant which draws customers in a regular basis. These customer flows then provide flow-on benefits to shop floorspace.

5 KEY CONCLUSIONS

This section of the report summarises the key conclusions of the impact analysis for the proposed The Entertainment Precinct.

‘Need’ or ‘Community Need’ in a planning sense is a relative concept that relates to the overall wellbeing of a community. A use is needed, for example, if it would, on balance, improve the services and facilities available in a locality. The reasonable demands and expectations of a community are important, therefore, in assessing need.

A number of important factors that relate to need, particularly economic need, include:

- Population and supermarket demand.
- Consumer trends.
- Location and Alternative Sites.
- Impacts on existing retail facilities.
- Impacts on retail hierarchy.
- Net community benefits.

5.1 The Retail Property Model

- i. The retail property model, unlike other sectors, is far more complex due to the broader range of stakeholders. Unlike other property sectors, the success of retail property is driven by visitation and the expenditure of those visitors. What is far more complex is how to deliver a precinct or retail offering that meets the “needs, wants and aspirations” of the desired customers and to engender a sense of pride and “emotional connection” driving visitation and the success of a retail precinct.
- ii. In its simplest form, the retail property model works by:
 - Providing an appropriate sized retail anchor that will act as the major attractor to bring customers to the precinct. Examples of anchors could include a

supermarket or department store. As anchors tend to work on a high volume low margin model, the rents per square metre will be lower than that of smaller format, higher margin stores. The anchor tenant is critical to any retail development as it draws customers into the precinct that in turn supports the adjoining “specialty” or small format retailers which feed off the customer flows generated.

- A range of other retailers and services are then provided to “hang off” the anchor. The rents paid by “specialties” are typically much higher than anchors as the supportable rents are aligned with the typically larger profit margins. The amount of specialty floorspace is critical to the success of a retail project.
- If the mix of specialties to anchors is not appropriate, the retail property model is at risk of failure. If the anchor is too small, or inappropriate to act as a “lure” to attract enough customer, the specialties will not achieve sustainable sales. This will result in businesses failing, vacant shops, declining visitation and urban decay from antisocial behaviour. If the anchor tenant is too large or there are insufficient complementary shops, the retail model is unlikely to succeed as the total income from the retail shops will not justify the investment.
- A broad indicative ratio of anchor tenant to specialty floorspace is 60:40. This ratio can vary depending on the market and anchor but provides an indication of the breakdown in floorspace required to achieve a successful retail project.
- Food and beverage operators tend to work best in clusters of 5-6 operators so as to create a destination with a “critical mass” to attract customers
- Other elements that impact the retail property model include the retail category mix that meets the needs of the local community, micro climate to create a comfortable environment for customers, convenience to access the retail offer such as parking, ongoing research and engagement with the community, presentation and merchandising of the retailers, sight lines for passing traffic, access to key road networks, the quality of the retailers other amenities such

services and playgrounds and soft elements such as a program of events and a precinct “brand” that resonates with the local community.

- As an indication, the national supermarket chains in suburban locations require a supermarket size ranging from 2,500 sq.m to 5,000 sq.m. The independent and smaller supermarket groups operate from smaller formats due to less company overheads and improved profit margins negating the need for larger formats and volumes. They also tend to be more flexible in product range and offering that suits the customer base.

5.2 Floorspace Cap

- i. A shop floorspace cap for the site of 3,500 sq.m is outlined in the Turner Road precinct DCP (2007). An individual shop is also limited to a maximum size of 500 sq.m. A shop is defined in the Growth Centres SEPP as follows:

“Retail premises that sell groceries, personal care products, clothing, music, homewares, stationary, electrical goods, or other items of general merchandise, and may include a neighbourhood shop, but does not include food and drink premises or restricted premises.”

- ii. Floorspace caps are an outdated and inflexible method of restricting possible retail uses and the size of retail tenants. Floorspace caps have been repealed across many states of Australia, both for retail tenancies and also for the permitted overall size of shopping centres. Most recently, in Western Australia, floorspace caps have been removed from planning documentation with the ultimate size of facilities now based on the markets they serve and the merits of the development being justified through a need and impact assessment.
- iii. The Turner Road DCP was prepared in 2007. Since this time, a number of changes have occurred to both the retail environment and also the development of the South Western Growth Centre. On this basis, the limited flexibility afforded by the DCP particularly in relation to floorspace caps does not allow for the developers of The

Entertainment Precinct to provide a viable retail and entertainment offer to meet the needs of The Hermitage current and future population.

- iv. The individual shop maximum floorspace cap at The Entertainment Precinct site would be likely to have the following consequences:
- It may be difficult to secure an anchor tenant as the 500 sq.m shop size is unlikely to be the preferred size for a grocery store operator.
 - It is unlikely that another significant customer attractor would show strong interest in a store of a maximum of 500 sq.m in size, given the range of offer able to be provided at this location and the market to support such a store. Consequently, residents will not be provided with facilities they need. An anchor tenant will support the centre better than a smaller store.
 - The viability of the proposed The Entertainment Precinct would likely be compromised if a large provision of shop floorspace would have to be provided and if a large anchor tenant could not be secured. The retail shops would be difficult to lease and/or achieve very low sales levels and would detract from the precinct as a whole.
 - Possible implications of failing to lease all the shops include poor activation, limited after hours activation, anti-social behaviour, higher policing costs, a decline in public health and reduced community wellbeing.
 - The possible delivery of The Entertainment Precinct may be compromised if the individual shop maximum floorspace cap is not increased as a potential to lease a large provision of shop floorspace that is 500 sq.m or smaller for an individual tenancy would be difficult. An improved 1,800 sq.m tenancy would provide the opportunity to secure an anchor tenant which would then allow for a complementary provision of shop floorspace to benefit from the customer flows generated by this tenancy.

- A floorspace cap would also limit the flexibility of the tenancy in the future to adapt to meet changing consumer needs and retailer formats.
- v. Overall, the increase in the individual shop maximum floorspace cap from 500 sq.m to 1,800 sq.m for a single shop would promote a more vibrant and viable precinct for the current and future population.
- vi. The increase of the individual shop size for one shop at The Entertainment Precinct site would also assist the developer in achieving the outcomes defined in the *Turner Road Precinct DCP (2007) – Hierarchy of Centres and Employment Areas*, including:
 - a) *To ensure an appropriate supply, distribution, and mix of retail, commercial and employment floorspace across the precinct.*
 - b) *To ensure that the retail floor-space within the Turner Road precinct does not undermine the potential of existing and proposed centres within the region.*
 - c) *To encourage the early investment and delivery of employment generated development and retail uses to serve the population.*
- xii. In particular, the ability of the developer to provide a retail centre as an early investment that would be viable and generate employment opportunities would be compromised if a single, larger sized tenant could not be accommodated at the site.
- xiii. The Turner Road DCP (2007) also indicates a list of land use “objectives” for the Entertainment Precinct and wider Turner Road employment area. Details of relevant objectives are summarised as follows:
 - *To provide a layout and configuration that reinforces the objectives and desired future character of the precinct.*
 - *To provide guidelines for the allocation of land uses that responds to the site characteristics and zoning that applies to the site.*
 - *To provide for a range of employment generating development with high employment levels preferred.*

- *To maximise opportunities for local employment.*
 - *To provide local convenience retail and business uses that serve the needs of the local workforce.*
- xiv. Part B of the Turner Road DCP applies specifically to the Entertainment Precinct with the stated vision and objectives as follows:
- *(a) To support the provision of a variety of recreation, entertainment, residential and support uses within the precinct;*
 - *(b) To provide the opportunity for the provision of support retail and commercial facilities within the precinct;*
 - *(c) To create a mixed use entertainment, leisure, support retail and amenity services and residential precinct focused around and adjacent to the Entertainment Precinct;*
 - *(d) To ensure that the detailed design of the precinct is undertaken in a co-ordinated manner in order to achieve a high quality urban design outcome;*
 - *(e) To provide a structure for preferred uses and activities within the precinct;*
 - *(f) To provide a structure plan for the interface between the public and private domain that maximises the outlook and orientation for all uses;*
 - *(g) To reinforce the “hilltop” location of the precinct as a focal point for development within the locality;*
 - *(h) To reinforce the potential private and public domain vistas through the provision of a strong north south axis through the precinct;*
 - *(i) To provide and reinforce a strong visual link to the Gledswood Estate to the north of the precinct;*
 - *(j) To provide a structure for the management of transport and service vehicle access.*

- xv. The “objectives” outlined above would be more achievable with the increase in the individual shop maximum floorspace cap from 500 sq.m to 1,800 sq.m for a single shop, particularly in terms of the ability to *“provide a layout and configuration that reinforces the objectives and desired future character of the precinct.”*

5.3 Consumer Trends

- i. There is a strong need for convenient shopping facilities and a wider choice of facilities within close proximity to the homes of main trade area residents. Consumers visit supermarkets/grocery stores, on average, two to three times a week.
- ii. Over the past 5 - 10 years, there has been an increasing trend towards convenience shopping. This trend has been largely driven by broader social trends that have resulted in consumers becoming more time poor. These social trends include:
 - Longer working hours.
 - An increase in the number of women in the labour force.
- iii. Time pressures are ranked at the top of the list of issues that consumers face when undertaking their regular food and grocery shopping. As a result of the increasing time pressures that consumers face when it comes to food and grocery shopping, there is a growing demand for convenient shopping facilities to meet the needs of local residents.

5.4 Impacts on Existing and Proposed Retailers

- i. The proposed The Entertainment Precinct retail development would not impact on the viability or continued operation of any retail centre within the main trade area and surrounding region. Further, the viability of planned future centres would also not be adversely affected.

- ii. The increase in the individual shop maximum floorspace cap of 500 sq.m to 1,800 sq.m would help to establish a viable retail development for current and future residents. The incremental sales from this development in comparison to if the anchor shop was 500 sq.m would be in the order of \$3.4 million. On this basis, projected impacts would likely be low and the viability of other existing and proposed retail developments would not be detrimentally impacted.
- iii. The incremental sales around \$3.4million would represent around 39% of the projected increase in retail spending for the main trade area population in one year , i.e. from 2016 – 2017 (\$8.8 million). On this basis, around 61% of the total increase in retail spending from The Entertainment Precinct main trade area population in that year would still be available for other existing and proposed retail facilities.
- iv. Overall, with projected sales of \$18.6 million under the Preferred Development scenario, this is equivalent to only 49.4% of total main trade area retail expenditure. 50.6% of main trade area resident retail expenditure would still be directed to other larger facilities beyond the main trade area including Oran Park Podium, Narellan Town Centre and future centres including Gregory Hills Plaza, Emerald Hills Village and others.
- v. A large supermarket, namely Woolworths or Coles, is not being considered for the site. The developer wishes to have the flexibility to provide one grocery store of up to 1,800 sq.m in size, to anchor a quality development at the site that will have a high level of urban design. Woolworths and Coles are understood to have secured other sites in the surrounding area that will accommodated major, full-line supermarkets of 3,200 sq.m in size or larger.
- vi. There is the very real possibility as discussed previously, that the provision of 3,000 sq.m of shop floorspace (approximately 30 shops) may be difficult to lease and vacant floorspace would result or very low trading tenants could only likely be secured. This is a risk above and beyond the projected sales outlined for this scenario. The ability to provide an improved anchor tenant and also a smaller

provision of shop floorspace would go some way to ensuring a viable, vibrant and fully leased retail development upon opening.

5.5 Impacts on Retail Hierarchy

- i. In terms of the possible implications for the centres hierarchy, key points to note include:
 - The Entertainment Precinct would include a maximum of 3,500 sq.m of retail shop floorspace which would be smaller than most of the other nearby current and future planned centres.
 - All other existing and planned centres include at least one full-line supermarket. Oran Park, Gregory Hills and Emerald Hills Village are likely to include two supermarkets in the longer term.
 - Given the location, scale and composition of the planned The Entertainment Precinct, the development would be unlikely to impact on the retail hierarchy.
- ii. The overall shop floorspace indicated for The Entertainment Precinct of 3,500 sq.m would remain consistent with Sekisui House aspiring to deliver a retail precinct that is viable and attractive to current and future residents.
- iii. The retail hierarchy would not be impacted as the main trade area from which the majority of sales would be generated would not extend more than 1 – 2 km around the site. Given the quality of offer proposed, if customers were also drawn from the wider region, impacts would be spread thinly across a range of other centres.
- iv. Main trade area residents would still have to frequent existing and planned retail facilities in the surrounding area that include large supermarkets such as Oran Park, Narellan, Gregory Hills Plaza and Emerald Hills Village. Main trade area residents would have to frequent these facilities on a regular basis to undertake a full range of both convenience and non-food shopping.

- v. With future population growth, there will be significant demand for supermarkets in this region, including at the planned Gregory Hills, Catherine Fields and Emerald Hills Village Centres, among others. Further, the ability of Oran Park Podium to expand in the future would not be compromised as this centre enjoys a higher classification in the retail hierarchy.

5.6 Net Community Benefits

- i. It is the conclusion of this report that a substantial net community benefit would result from the development of the proposed The Entertainment Precinct to include an improved anchor tenant of 1,800 sq.m.
- ii. If the existing shop floorspace cap of 500 sq.m was increased to 1,800 sq.m, this would be unlikely to detrimentally impact the viability of any existing or future retail facilities in the surrounding precinct. Offsetting the trend impacts on existing and future retailers, there are substantial positive impacts, including the following:
 - Significant improvement in the range of retail facilities available to serve current and future residents.
 - The reduced travel time and petrol cost savings for current residents who do not have any convenience base retail facilities in the main trade area. Main trade area residents currently have to undertake a round trip of some 10 km to frequent convenience based retail facilities.
 - Sekisui House is committed to providing a high quality facility that provides a mix of tenants to meet the needs of the local population.
- iii. It is concluded that the combination of the substantial positive impacts serve to more than offset the trading impacts that would be anticipated for a small number of existing and proposed facilities in the region. Further, the impacts would not threaten the viability of any centres.

- iv. The increase in the shop floorspace cap from 500 sq.m to 1,800 sq.m for a single shop would provide increased flexibility for Sekisui House to develop a viable centre in the immediate term for the local residents who are under provided in terms of retail facilities currently. Other planned centres which would include supermarkets would not be compromised from this development which would complement these other future facilities, but would provide required retail services for the current and growing population base in the short term.

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Attachment 3



OPEN SPACE TABULATION

L.S.D.	Rd	Rd	LOCAL OPEN SPACE				PASSIVE OPEN SPACE				TOTALS
			LANDSCAPED PLAY	LANDSCAPED SHARED	FORMAL PLAY	FORMAL PLAY	FORMAL PLAY	FORMAL PLAY	FORMAL PLAY	FORMAL PLAY	
C	7 037	6 952	6 952	0	0	0	0	0	0	0	6 952
D	8 143	8 143	8 143	0	0	0	0	0	0	0	8 143
E	9 249	9 249	9 249	0	0	0	0	0	0	0	9 249
F	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
G	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
H	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
I	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
J	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
K	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
L	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
M	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
N	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
O	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
P	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
Q	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
R	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
S	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
T	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
T*	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
U	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
V	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
W	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
X	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
Y	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
Z	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
AA	1 000	1 000	1 000	0	0	0	0	0	0	0	1 000
TOTAL	15 000	15 000	15 000	0	0	0	0	0	0	0	15 000



ACTIVE OPEN SPACE AREAS

- PASSIVE OPEN SPACE
- SURFACED GAMES COURTS
- HARD PAVED GAMES ZONE
- KICKABOUT AREAS
- FORMAL PLAY ZONES
- EXERCISE STATIONS
- DRAINAGE & BASIN
- RAIN GARDENS
- SHARED PATH
- RIPIARIAN CORRIDOR NODES

GENERAL NOTES

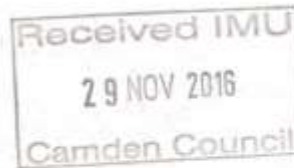
1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE FINAL APPROVAL OF THE COUNCIL.
2. THE COUNCIL RESERVES THE RIGHT TO AMEND THIS PLAN AT ANY TIME WITHOUT NOTICE.
3. THIS PLAN IS NOT VALID UNLESS IT IS APPROVED BY THE COUNCIL.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
5. THE BOUNDARIES SHOWN ARE APPROXIMATE.

PROJECT: The Hermitage

OPEN SPACE DIAGRAM OVERALL & AREA SCHEDULES

DRAWING NO.	REV	DATE	BY	CHK	APP
201021.00_SK_07	05	MAY 14	ML	ML	ML

Traci Landscapes Architects
Urban Designer
Town Planner



PO Box 295
CAMDEN NSW 2570
Suite 5 Level 1 Harrington Plaza
Fairwater Drive
HARRINGTON PARK NSW 2567

Phone: 46 480677

Mobile: 0418620718
Email: michael@michaelbrown.com.au
ABN 52 162 313 895

27 November 2016

Your Ref:
Our Ref: 83/16

The General Manager
Camden Council
37 Johns Street
Camden NSW 2570

Attention: Tina Chappell

Dear Tina

RE: No 278 Camden Valley Way, Narellan - Planning Proposal - Submission

Reference is made to discussions held this year regarding the submission of a Planning Proposal (PP) for the abovementioned site to develop the land for a carwash. The proposal is described within the PP.

Attached is the required Planning Proposal, which addresses the requirements for lodging such applications and it is noted that the required fee has not been paid and it would be appreciated if you could provide a fee so that we can arrange for the client to make the payment. The client is Carwash Builders Australia and the owner of the subject property is Mr V Surace.

Should you require clarification of any aspect of this correspondence please do not hesitate to contact me.

Sincerely yours,

M J BROWN
DIRECTOR
MICHAEL BROWN PLANNING STRATEGIES PTY LTD

Planning Proposal - No 278 Camden Valley Way, Narellan

**SUBMISSION TO CAMDEN COUNCIL - PLANNING
PROPOSAL**

**Amendment to Camden LEP 2010 in relation to Lot in DP, No
2 Richardson Road, Narellan**

ORD03

Attachment 1

Prepared For:
Carwash Builders Australia

Prepared By:



November 2016

Post: PO Box 295, Camden NSW 2570 • **Ph:** 02 46480877 • **Mob:** 0418620718
Email: michael@michaelbrown.com.au • **Web:** www.michaelbrown.com.au

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Planning Proposal – No 2 Richardson Road, Narellan

1 Executive Summary

The Camden LGA has been the subject of a number of planning documents and studies. Early planning for the area commenced in 1974 with the release of the “Three Cities of Campbelltown, Camden and Appin Structure Plan”. Over the ensuing years studies have informed the release of new housing estates, including the South West Growth area SEPP.

1.1 PREAMBLE

This submission identifies a number of strategic documents which have been prepared by State and local government that are generally applicable to the south west subregion of Sydney and/or Camden Council itself. It is emphasised that these reports are only summarised as a contextual reference to the development that may occur at Narellan.

A number of State and local strategic plans have been prepared to address future urban development and growth in the south-west sub-region of Sydney. The South West sub-region includes the Liverpool, Campbelltown, Camden and Wollondilly Local Government Areas and is one of the few significant, unconstrained greenfield areas available for new urban development in the south west portion of the Sydney Basin.

This planning proposal refers to the land identified as Lot in DP, No 2 Richardson Road, Narellan (refer to **Figure 1**). The subject site has a dual frontage to Richardson Road and Camden Valley Way. The subject site is generally level and is vacant, being a ‘residue’ parcel from the development on part of the site for a child care centre. There are properties in the vicinity of the site that are listed in Camden Council Local Environmental Plan 2010 as heritage items. In this respect, a heritage assessment has been undertaken by Tropman and Tropman Architects (**Annexure B**).

The landowners are prepared to work cooperatively with Camden Council to prepare the required technical studies that would support the rezoning of the land to allow an additional use (carwash).

The zoning of the Site under the Camden Local Environmental Plan 2010 (LEP 2010) is R2 - Low Density Residential and it is proposed that the land be included in Schedule 1 for an additional use, being a carwash.

Council expects that it will not need to undertake consultation with a range of State Government agencies.

Council is seeking a Gateway Determination to indicate whether there is support for proceeding with the Planning Proposal. It is therefore suggested that the Gateway Determination should provide 9 months for Council to finalise the Planning Proposal and submit to the Department for the plan to be made, on the basis that there will only be a few technical studies needed to be prepared, traffic and drainage reports.

Planning Proposal - No 2 Richardson Road, Narellan

FIGURE 1 - CONTEXT OF SUBJECT SITE



1.2 OVERVIEW

This Report represents the formative phase in the development of a Planning Proposal geared toward the rezoning of the lands, described and shown below (Figure 1), at Richardson Road, Narellan for additional uses, as detailed in this submission.

The rezoning is to be effected through the preparation of a relevant Local Environmental Plan (LEP) amendment, it being proposed to amend Camden Local Environmental Plan (LEP) 2010.

1.3 SCOPE OF REPORT

The preparation of a local environmental plan now starts with a Planning Proposal (PP). The PP is a document which explains the objectives, intended effect of, and justification for a rezoning proposal.

This PP has been prepared in accordance with section 55 of the *Environmental Planning and Assessment Act 1979* (EP&A Act) and relevant Department of Planning and Infrastructure Guidelines including "*A Guide to Preparing Local Environmental Plans*" and "*A Guide to Preparing Planning Proposals*".

As outlined in '*A Guide to Preparing Planning Proposals*' the Planning Proposal will evolve throughout the course of preparing the amending LEP as relevant sections will be updated and amended in response to the outcomes of any technical investigations and consultation.

The latter document requires the Planning Proposal to be provided in six (6) parts, being:

- Part 1 - A statement of the objectives or intended outcomes of the proposed instrument;
- Part 2 - An explanation of the provisions that are to be included in the proposed instrument;

Planning Proposal – No 2 Richardson Road, Narellan

- Part 3 – The justification for those objectives, outcomes and provisions and the process for their implementation;
- Part 4 – Maps, where relevant, to identify the intent of the Planning Proposal and the area to which it applies
- Part 5 – Details of the community consultation that is to be undertaken on the Planning Proposal.
- Part 6 – Project Timeline.

The justification for the Planning Proposal can also be understood in the context of recent trends towards carwash facilities, which are more environmentally friendly and efficient.

1.4 REPORT STRUCTURE

This report, in preparing an outline Planning Proposal (PP), is structured in the following manner:

Section A - Need for the Planning Proposal.
 Section B - Relationship to strategic planning framework.
 Section C - Environmental, social and economic impact.
 Section D - State and Commonwealth interests.

These Guidelines will be addressed below under the various headings. This report is the initial Planning Proposal report to be submitted to enable Council to formally resolve to proceed with the rezoning of the land in accordance with the requirements of the EP& A Act.

2 The Subject Land

2.1 LAND DESCRIPTION

The subject site is described as Lot DP No 2 Richardson Road, Narellan. The property has a dual frontage to Camden Valley Way; however, the vehicular access to the proposal will be from Richardson Road.

2.2 PRELIMINARY LAYOUT

A preliminary Carwash Plan is attached in **Annexure A**.

2.3 CURRENT ZONING

The subject lands are zoned R2 – Low Density Residential under the provisions of Camden LEP 2010 (refer to **Figure 2** below). The minimum lots size for subdivision is 450m².

Planning Proposal – No 2 Richardson Road, Narellan

FIGURE 2 - CURRENT ZONE



3 Part 1 – Statement of Objectives or Intended Outcomes of the Planning Proposal

This section of the Planning Proposal sets out the objectives and intended outcomes of the proposed amendment to Camden LEP 2010. This Planning Proposal has the express purpose of facilitating the development of the land for urban purposes generally in accordance with the Concept Plan.

It is intended to allow the Site to be developed for a carwash essentially in accordance with the attached plans.

The objective of the proposal is to facilitate value adding to the Site in a way that sensitively interfaces with surrounding development, which includes Narellan Police Station, Narellan Hotel, two primary schools, child care centre, two service stations and a number of commercial developments. The planning proposal as submitted to Council rezone the land amend Schedule 1 - Additional Permitted Uses (No 28), as follows:

28 Use of certain land at No 2 Richardson Road, Narellan

- (1) This clause applies to land at No 2 Richardson Road, Narellan, being Lot, DP.
- (2) Development for the purposes of a carwash.

Planning Proposal – No 2 Richardson Road, Narellan

The intended outcomes of the proposal include:

- Allow the land to be developed for a carwash, instead of single dwellings, having regard to the location of the land to the Narellan Town Centre and towards other similarly zoned land in Narellan; and
- Preserve the heritage significance of the immediate area and view corridors.

4 Part 2 - Explanation of Provisions

The site is currently zoned '*R2 Low Density Residential*' under Camden LEP 2010. An extract of the LEP map as it relates to the subject site is provided in **Figure 2** above. It is proposed to amend Camden LEP 2010 by permitting the Site to be developed for a carwash as an amendment to Schedule 1. All associated Maps, remain unchanged.

5 Part 3 - Justification

5.1 INTRODUCTION

This overview establishes the case for the zoning change proposed in the LEP amendment. It should be noted that the level of justification is commensurate with the impact of the rezoning proposal and an acknowledgement of the need for future preparation of the specific studies, if required by the Gateway Determination.

The proposed rezoning would ensure that there was additional development potential for the land, as the land is 'isolated' and not conducive to residential development, particularly given the strategic location of the Site close to transport and other facilities in the immediate area.

The Site is ideally located being near the corner of an intersection of Richardson Road and Camden Valley Way. The following uses are permissible in the R2 zone:

Bed and breakfast accommodation; Boarding houses; Dual occupancies; Dwelling houses; Group homes; Home industries; Medical centres; Places of public worship; Roads; Seniors housing; Any other development not specified in item 2 or 4

Whilst the following landuses are prohibited.

Advertising structures, Agriculture; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Extractive industries; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industries; Mortuaries; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Retail premises; Rural industries; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

Planning Proposal - No 2 Richardson Road, Narellan

It is proposed to amend the existing planning controls to allow the land to be development for a carwash facility. The current uses permit one dwelling house or a dual occupancy and given the size of the parcel, this results in an underdevelopment of the land. The Council does not support medium density, as there is only a small portion of the land that can be development having regard to the required view lines. Other permitted uses such as a medical centre have the same issues. The proposed carwash structure does not impact on the view lines and is a small structure that is able to retain views to and from St Thomas Church.

The heritage aspects of the view lines and how they are maintained are addressed below in Section 5.4.2.

5.2 SECTION A - NEED FOR THE PLANNING PROPOSAL**5.2.1 IS THE PLANNING PROPOSAL A RESULT OF ANY STRATEGIC STUDY OR REPORT****5.2.1.1 CAMDEN2040**

The Camden Strategic Plan portrays a vision of Camden in the year 2040, as adopted at the Council meeting of 14 December 2010. To realise this vision 6 key direction areas are established around which strategies and actions are fashioned. The areas of most relevance include:

- Actively Managing Camden's Growth.
- Healthy Urban and Natural Environments.
- A Prosperous Economy.
- Effective and Sustainable Transport.
- An Enriched and Connected Community
- Strong Local Leadership

5.2.2 ACTIVELY MANAGING CAMDEN'S GROWTH

The development proposal is consistent with the relevant aspects of the Growing Pains - Key Challenges Objectives. The subject site is located within a mixed use area and development is consistent with these mixed uses.

5.2.3 HEALTHY URBAN AND NATURAL ENVIRONMENTS

The proposal will not impact on any nearby natural systems. The proposal is environmentally friendly and efficient.

5.2.4 A PROSPEROUS ECONOMY

The development proposal is focused upon contributing to the local economy, with jobs being provided within the carwash facility.

Planning Proposal – No 2 Richardson Road, Narellan

5.2.5 EFFECTIVE AND SUSTAINABLE TRANSPORT

The development site provides for future development that is readily accessible to public transport. A bus service operates along Richardson Road and Camden Valley Way.

5.2.6 AN ENRICHED AND CONNECTED COMMUNITY

Not applicable to this development proposal.

5.2.7 A STRONG LOCAL LEADERSHIP

Not applicable to this development proposal.

5.2.8 IS THE PLANNING PROPOSAL THE BEST MEANS OF ACHIEVING THE OBJECTIVES OR INTENDED OUTCOMES, OR IS THERE A BETTER WAY?

The current zoning permits limited residential activities. The proposed rezoning importantly can be stylised as an amendment to Camden LEP 2010, by adding to Schedule 1, as detailed in Section 3 above.

This represents the most logical way of achieving the intended objectives and outcomes under the prevailing legislation to amend the zoning of the land. This is consistent with a number of Strategies discussed below.

5.3 SECTION B - RELATIONSHIP TO STRATEGIC PLANNING FRAMEWORK

5.3.1 IS THE PLANNING PROPOSAL CONSISTENT WITH THE OBJECTIVES AND ACTIONS CONTAINED WITHIN THE APPLICABLE REGIONAL OR SUB-REGIONAL STRATEGY?

5.3.2 METROPOLITAN PLANNING - METROPOLITAN PLAN FOR SYDNEY 2036

"The Metropolitan Strategy seeks to strategically locate employment, ensure good management of existing land resources, ensure there is sufficient supply of suitable commercial sites and employment lands and efficiently utilising existing infrastructure".

The Metropolitan Strategy City of Cities: A Plan for Sydney's Future was released in 2005 and set the overall strategic vision for the Growth Centres. In December 2010, the NSW Government released Metropolitan Plan for Sydney 2036 - updating the Metropolitan Strategy and integrating it with the \$50.2 billion Metropolitan Transport Plan.

As a 25 year planning strategy, the aims and objectives of City of Cities remain integral to the delivery of new communities in the Growth Centres under the Metropolitan Plan:

- More jobs are expected to be located in the regional cities and specialised centres of Western Sydney, including areas that will have direct access to and from the Growth Centres.
- Major Centres, including Leppington in the South West Growth Centre and Rouse Hill in the North West Growth Centre, will be a focus for shopping, health and tertiary education and some medium and high density housing.
- Improved suburban towns, villages and neighbourhoods will provide healthier environments and access to high quality and suitable housing, jobs, transport choices and open space.

Planning Proposal – No 2 Richardson Road, Narellan

- The Sydney Metropolitan region's transport network will be expanded and improved to provide access to jobs and services. Investment in the rail network and strategic bus corridors will provide faster and direct public transport linking towns, villages and neighbourhoods to areas where jobs are concentrated.
- By concentrating the bulk of new development in the Growth Centres, valued rural and resource lands will be protected. Green areas will be preserved to provide habitat for native animals and recreational opportunities for residents and visitors.
- Subregional planning will incorporate the plans for the Growth Centres in the wider North West and South West subregions. Planning for new jobs and population growth in the Growth Centres will be considered alongside Sydney-wide objectives.

The PP is broadly consistent with the intended outcomes and actions of the Metropolitan Strategy. The following **Table 1** identifies the actions that are directly relevant to the PP and discusses whether the PP is consistent with those actions.

TABLE 1 – CONSISTENCY WITH METROPOLITAN STRATEGY

Actions	Consistency	Response
A – Economy and Employment		
A1. Provide suitable commercial sites and employment lands in strategic locations	Y	The PP will provide for employment and retain expenditure within the Camden LGA.
A3. Improve opportunities and access to jobs for disadvantaged communities	Y	The PP will provide employment positions for persons with various skills.
D – Transport		
D3. Influence travel choices to encourage more sustainable travel.	N/A	This action is not directly relevant to the PP. However, the land is readily accessible to transport.
G. Implementation and Governance		
G1. Align sub-regional and local planning with strategy aims.	Y	The Metropolitan strategic directions flow into the Planning Proposal as discussed in the relevant actions.

The New South Wales Government in December 2010 released a Metropolitan Plan for Sydney titled "Metropolitan Plan for Sydney 2036". The Plan outlines a vision for Sydney over the next twenty five (25) years and includes directions to achieve this vision. This Metropolitan Plan will address the challenges facing Sydney through an integrated, long-term planning framework based on the following strategic directions and key policy settings:

Strengthening a City of Cities

- *Make Sydney a more resilient, compact, connected, multi-centred and networked city*
- *Strengthen Sydney's role as a globally competitive city*
- *Strengthen Parramatta's role as the premier Regional City and second CBD*
- *Support key economic gateways with integrated land use, infrastructure and transport planning*
- *Plan to grow global businesses, investment, innovation and research & development*
- *Strengthen links to Regional Cities, Australian capital cities and South East Asia*

Planning Proposal – No 2 Richardson Road, Narellan

The Planning Proposal is consistent in strengthening the economy.

Growing and renewing centres

- *Locate at least 80 per cent of all new homes within the walking catchments of existing and planned centres of all sizes with good public transport*
- *Focus activity in accessible centres and limit out-of-centre commercial development*
- *Plan for centres to grow and change over time*
- *Plan for new centres in existing urban areas and greenfield release areas*
- *Plan for urban renewal in identified centres*
- *Support clustering of businesses and knowledge-based activities in Major and Specialised Centres*

The Planning Proposal allows growth to occur in the Narellan area.

Transport for a connected city

- *Implement the Metropolitan Transport Plan's \$50.2 billion in projects and enhancements*
- *Target development around existing and planned transport capacity*
- *Improve passenger rail capacity for Sydney's South West and North West and the Sydney-Parramatta-Penrith corridor*
- *Enhance freight rail paths and intermodal terminals*
- *Enhance capacity on Sydney's motorways at key locations*
- *Identify long-term transport corridors for passengers and freight*
- *Improve local opportunities for walking, cycling and using public transport*

The subject site is located on a main road with access to public transport.

Housing Sydney's population

- *Plan for 770,000 additional homes with a range of housing types, sizes and affordability levels for a growing and ageing population*
- *Locate at least 70 per cent of new homes in existing suburbs and up to 30 per cent in greenfield areas*
- *Drive delivery through subregional targets and Local Environment Plans with follow-through on outcomes and yield*

Not applicable.

Growing Sydney's economy

- *Plan for 760,000 new jobs, with half in Western Sydney and most in cities or centres*
- *Extend Sydney's Global Economic Corridor to Parramatta from Macquarie Park*
- *Develop detailed land use, transport and infrastructure plans for Western Sydney employment areas*
- *Support high growth and high value industries through clustering*
- *Increase the proportion of homes within 30 minutes by public transport of jobs in a major centre, ensuring more jobs are located closer to home*

The site is located close to existing employment within the immediate area, being the Narellan Industrial Estate.

Balancing land uses on the city fringe

- *Contain Sydney's urban footprint by focusing greenfield development in the North West and South West Growth Centres*

Planning Proposal – No 2 Richardson Road, Narellan

- *Maintain and protect Sydney's rural and resource lands*

The subject site is zoned for residential purposes. The rezoning will permit the land being developed for a carwash, with such a use listed under Schedule 1 of LEP 2010.

Tackling climate change and protecting the natural environment

- *Reduce greenhouse gas emissions from the manufacturing and commercial sectors*
- *Expand BASIX to include further measures for the residential sector*
- *Prepare a climate change adaptation strategy for Sydney*
- *Integrate environmental targets into land use and infrastructure decisions*
- *Implement water, air and biodiversity plans for Sydney*

The carwash recycles water to be energy and water efficient.

Achieving equity, liveability and social inclusion

- *Consider social impacts in planning and assessment*
- *Protect places of special cultural, open space and heritage value*
- *Strengthen the State's lead on best practice urban renewal for improved liveability*
- *Set affordable housing targets for State urban renewal projects*

The Planning Proposal has noted that the subject property is within the vicinity of a number of heritage items. A heritage assessment has been undertaken to ensure that the proposed development does not impact of view lines and the heritage items.

Delivering the Plan

- *Establish new mechanisms to achieve urban renewal (Sydney Metropolitan Development Authority and the Urban Renewal State Environmental Planning Policy)*
- *Continue to identify transport capacity and opportunities for residential and employment growth*
- *Strengthen strategic infrastructure planning processes*
- *Prioritise nationally significant infrastructure*
- *Drive implementation through subregional strategies*
- *Simplify the land release process to ensure sufficient land is available for development*
- *Prepare an annual Metropolitan Plan Update Report with councils*

The provision of employment will assist in delivering the Plan.

It is considered having regard to the above that the Planning Proposal is consistent with the Metropolitan Strategy.

5.3.3 A PLAN FOR GROWING SYDNEY

This Plan was announced on 14 December 2014. Some of the Plan's key actions include:

- *Shifting the city's gravity from east to west by establishing Parramatta as a major CBD, alongside the Sydney CBD, for jobs and world-class shopping and entertainment.*
- *Creating vibrant new neighbourhoods with access to local jobs and first-class local amenities by renewing the area between Greater Parramatta and the Olympic Peninsula.*
- *Delivering the Sydney Green Grid project to link open space across the Greater Metropolitan area.*
- *Transforming Western Sydney by delivering more jobs closer to home, including confirming Penrith, Campbelltown and Liverpool as Regional City Centres*

Planning Proposal – No 2 Richardson Road, Narellan

There are four Goals and the following Goal is applicable.

Goal 1: A competitive economy with world-class services and transport.

Under Goal 1 there are eleven Directions and following:

Direction 1.4: Transform the productivity of Western Sydney through growth and investment.

The Planning Proposal is consistent with providing employment land within an established area of Narellan.

5.3.4 SUB REGIONAL PLANNING

The Department of Planning & Infrastructure (DoPI) has reinforced its expectations of future urban growth over recent years and most recently in the South West Subregional Strategy.

Subregional planning is an important aspect of the planning and implementation of the 2005 Metropolitan Strategy, *City of Cities: A Plan for Sydney's Future*. The metropolitan area is too large and complex to resolve all the planning aims and directions down to a detailed local level through one Metropolitan Strategy.

Subregional planning is an intermediate step in translating the Metropolitan Strategy to a local level, and recognises that some issues extend beyond local government boundaries and require a 'subregional' approach.

The Subregional Strategy follows the direction of the Metropolitan Plan and provides a focused planning approach for the Sydney South West Region (which includes Camden). The Strategy identifies that the South West Subregion is earmarked for substantial growth.

The government's focus for the subregion is to plan for population growth, particularly along the urban-rural fringe in the South West Growth Centre, and to provide the subregion with developed regional open space as an alternative to current provision. Key directions relating to this study are to:

- Consolidate and strengthen Liverpool as the subregion's Regional City;
- Enhance local centres (in line with the hierarchy of centres and direction proposed in the Metropolitan Plan for Sydney 2036);
- Improve access to retail, office, health, education, leisure, entertainment and cultural facilities and community and personal services;
- Ensure equitable access to parks and public places for all residents in the subregion;
- Ensure open space areas and facilities are managed sustainably to cater for residents and visitors to the subregion;
- Ensure opportunities exist for all residents to pursue cultural activities in the subregion;
- Increase access to quality parks and public places and provide a diverse mix of parks and public places; and
- Improve Sydney's major sporting and cultural event facilities.

Consistency with this Draft Strategy is provided below in **Table 2**

Planning Proposal – No 2 Richardson Road, Narellan

TABLE 2 – APPLICABLE STATE POLICIES

Action	Compliance
Economy and Employment	Consistent – provides additional employment opportunities.
Centres and Corridors	Not inconsistent – land located within a road corridor, being Camden Valley Way.
Housing	Not inconsistent – land remains zoned for residential purposes.
Transport	Consistent – located close to transport services.
Environment, Heritage and Resources	Not inconsistent – land located within the vicinity of heritage items and this matter addressed in heritage assessment.
Parks, Public Places and Culture	Not inconsistent – parks are located within the immediate area.
Implementation and Governance	Consistent – the proposal has been prepared in accordance with the Standard Instrument.

5.3.5 METROPOLITAN TRANSPORT PLAN (2010)

The Metropolitan Transport Plan, *Connecting the City of Cities*, sets out a 25 year vision for Sydney's transport planning and is supported by a 10 year funded package of transport infrastructure. The Plan is intended to be read in conjunction with the Metropolitan Plan.

Key to this assessment is the vision that,

“Much of Sydney's growth challenge will be met by making the most of the city's existing urban areas. New housing, workplaces, public spaces and improved transport will be integrated to achieve genuine renewal.”

Under the Plan, the State Government will set up a Sydney Metropolitan Development Authority to coordinate future transit-oriented development and urban renewal.

The Metropolitan Transport Plan uses the NSW Department of Planning's (DoP) latest employment and dwelling targets for the Sydney Metropolitan Region over the period from 2006-2036. To accommodate the forecast population growth, Sydney is likely to require the development of 699,800 dwellings and generate an additional 713,920 jobs by 2036.

The Strategy has been replaced by the Draft Metropolitan Strategy for Sydney 2031.

5.3.6 NSW STATE PLAN 2021

The NSW State Plan, 'NSW 2021: A plan to make NSW number one' was published in September 2011 and is the NSW Government's 10 year plan to rebuild the economy, return quality services, renovate infrastructure, restore accountability to government, and strengthen the local environment and communities in NSW. The plan sets immediate priorities for action and guides NSW Government resource allocation in conjunction with the NSW Budget.

Goal 4 of the NSW State Plan is to 'Increase the competitiveness of doing business in NSW'. Relevant targets to deliver this goal include:

Planning Proposal – No 2 Richardson Road, Narellan

- Improve development approval and plan making processes.
- Reduce Federal / State duplication of environmental regulations to streamline approvals to boost the State's economy while protecting the environment.
- Grow knowledge businesses.

Goal 5 of the NSW 2021 State plan is to 'Place downward pressure on the cost of living'. Two targets to deliver this goal include:

- Facilitate the delivery of 25,000 new dwellings in Sydney per year.
- Increase the available green field 'zoned and trunk serviced' lots to always be above 50,000

Goal 19 of the NSW State Plan is to 'invest in critical infrastructure'.

A relevant target to deliver this goal is to 'Increase investment in regional infrastructure'.

A priority Action to achieve this target is to 'Establish a local infrastructure renewal scheme that will provide interest subsidies to local councils to assist in unlocking resources for councils to upgrade urban and economic infrastructure for roads, community halls, libraries, parks, sports grounds and water infrastructure'.

Goal 20 of the NSW State Plan is to 'Build liveable Centres'. A relevant target to deliver this goal is 'Planning policy to encourage job growth close to where people live and to provide access by Public transport'.

Goal 21 of the NSW State Plan is to 'Secure Potable Water Supplies' with a target to 'Secure long term potable water supplies for towns and cities supported by effective effluent management.'

Goal 22 of the NSW State Plan is to 'Protect our Natural Environment' with a target to 'Protect and restore priority land, vegetation and water habitats'.

Goal 23 of the NSW State Plan is to 'Increase opportunities for people to look after their own neighbourhoods and environments' with a target to increase the devolution of decision making, funding and control to groups and individuals for local environmental and community activities.

Goal 24 of the NSW State Plan is to 'Make it easier for people to be involved in their communities' with relevant targets to:

- Increase community participation; and
- Improve our sense of community.

Goal 27 of the NSW State Plan is to 'Enhance cultural, creative, sporting and recreation opportunities' with a target to 'Increase participation in sport, recreational, arts and cultural activities in Sydney from 2010 to 2016 by 10%'.

This Planning Proposal is consistent with the Goals identified above and seeks to have the land rezoned to permit a carwash on part of the land.

Planning Proposal - No 2 Richardson Road, Narellan

ORD03

Attachment 1

5.3.7 DRAFT METROPOLITAN STRATEGY FOR SYDNEY 2031

This Metropolitan Strategy sets the framework for Sydney's growth and prosperity to 2031 and beyond. It lays a strong and ambitious strategic planning foundation for all 41 councils in the metropolitan region that will put Sydney on course to cement its position as Australia's pre-eminent city. To achieve this, the focus of the Strategy is on boosting housing and jobs growth across all of Sydney. The Strategy supports the key goals, targets and actions contained in NSW 2021, the NSW Government's business plan to make NSW number one. It has been prepared in conjunction with the NSW Long Term Transport Master Plan and the State Infrastructure Strategy to fully integrate land use and infrastructure outcomes.

The Strategy will be delivered within a new planning system that will make NSW the first choice for business investment. This will drive the sustainable growth of Sydney, and ensure planning and environmental outcomes reflect community and business expectations.

The Metropolitan Strategy has been informed by what the community has told us is important to them. For the first time, the community also has the opportunity to comment on a draft of this important Strategy before it is adopted.

This is consistent with the government policy of early community engagement in the planning process.

To drive the sustainable growth of Sydney to 2031 and beyond, the Metropolitan Strategy is built around achieving five key outcomes for Sydney:

- Balanced growth - Opportunity exists for an 'infill' parcel of land to be developed for residential purposes.
- A liveable city - Opportunity for new and additional housing.
- Productivity and prosperity - Provision of satisfactory infrastructure.
- Healthy and resilient environment - Protection of part of the land for large lot residential.
- Accessibility and connectivity - Accessible to existing services.

Camden is located within the South West Subregion. The PP is consistent with the Plan for increasing employment growth.

5.3.8 SYDNEY OVER THE NEXT 20 YEARS - A DISCUSSION PAPER 2012

This Discussion Paper is the precursor to generate a new Metropolitan Strategy concurrently with a long term transport Master Plan and State Infrastructure strategy with a view to revitalising Sydney and New South Wales.

The paper sets out principles to shape Sydney and includes:

- Linking land use planning and transport;
- strengthening the economic and employment opportunities that come from growth;
- Protecting the natural environment and cultural heritage;
- Providing housing across the City that provides for a range of needs and budgets;
- Providing access to a range of jobs, particularly to balance growth in Western Sydney;
- Supporting regional cities with services and infrastructure;
- Making it easier to access public transport;
- Providing access to economic and recreational opportunities;

Planning Proposal – No 2 Richardson Road, Narellan

- Building new places and improving places through design and promote healthy, active lifestyles; and
- Adapt to climate change.

The paper canvasses the need to provide additional jobs in the region.

5.3.9 IS THE PLANNING PROPOSAL CONSISTENT WITH LOCAL COUNCIL'S LOCAL STRATEGY OR OTHER LOCAL STRATEGIC PLAN?

The local strategic planning context was summarised at 5.2.1.1 and 5.2.1.2 above and clearly identifies the growth that will occur in Camden in the ensuing years. With growth there is a need for jobs close to where people live to limit the need for the journey to work outside of the region.

The subject planning framework has importantly identified opportunities for the development in Camden, leveraging off the existing infrastructure and the prevailing sense of community, but does not identify the subject land given the location outside nominated growth areas and is already zoned for residential purposes.

5.3.10 IS THE PLANNING PROPOSAL CONSISTENT WITH APPLICABLE STATE ENVIRONMENTAL PLANNING POLICIES?

The lands are subject to the provisions of a raft of State Environmental Planning Policies. The subject policies are noted below in **Table 3** and importantly do not prohibit and/or significantly constrain the Planning Proposal.

TABLE 3 – APPLICABLE STATE POLICIES

SEPP	Requirement	Proposal	Complies
SEPP 55 - Remediation of Land	SEPP 55 requires a planning authority to consider whether land is contaminated, and if so whether it is, or can be made suitable for proposed residential development.	As part of the final Planning Proposal, appropriate investigation would be undertaken to confirm that there is no contamination on the site and confirm its suitability for the proposed development.	Yes
SEPP No 60 - Exempt and Complying Development	The SEPP aims to provide for exempt and complying development for types of development.	The proposal will be based on the Standard Instrument. Clause 1.9 - Application of SEPPs is a compulsory clause within the Standard LEP, which states that SEPP 60 will not apply.	Yes
SEPP (Building Sustainability Index: BASIX) 2004	This Policy achieves its aim by overriding provisions of other environmental planning instruments and	The carwash will recycle water.	Yes

Planning Proposal - No 2 Richardson Road, Narellan

SEPP	Requirement	Proposal	Complies
	development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.		
SEPP (Exempt and Complying Codes) 2008	This Policy aims to streamline the assessment process.	The proposal would not contain any provisions that would be inconsistent with the SEPP.	Yes
SEPP (Housing for Seniors or People with a Disability) 2004	This Policy aims to encourage the provision of housing to meet the needs for seniors or persons with a disability.	Seniors housing is permissible on the land.	Yes
SEPP (Affordable Rental Housing) 2009	This Policy aims to provide opportunities for affordable housing.	Affordable housing is permissible on the land with development consent.	Yes
Deemed SEPP No 2 - Hawkesbury Nepean River.	The Policy aims to maintain or improve water quality within the River system.	Any building works would need to ensure that sediment does not leave the site and impact on the River.	Yes

5.3.11 IS THE PLANNING CONSISTENT WITH APPLICABLE MINISTERIAL DIRECTIONS (S 117 DIRECTIONS)?

The planning proposal is consistent with the applicable Ministerial Directions (s.117 Directions) see **Table 4** below.

TABLE 4 - CONSIDERATION OF MINISTERIAL DIRECTIONS

s.117 Direction Title	Applicable	Consistent	Comments
2. Environment & Heritage			
2.1 Environment Protection Zones		Y	Refer to comments below in Section 5.4.2 regarding the heritage items.
3. Housing Infrastructure & Urban Development			
3.1 Residential Zones	Y	The objectives of this direction are: <ul style="list-style-type: none"> to encourage a variety and choice of housing types to provide for 	It is proposed to rezone land to permit a carwash, under Schedule 1 of the LEP.

Planning Proposal – No 2 Richardson Road, Narellan

s.117 Direction Title	Applicable	Consistent	Comments
		<p>existing and future housing needs,</p> <ul style="list-style-type: none"> to make efficient use of existing infrastructure and services and ensure that new housing has appropriate access to infrastructure and services, and to minimise the impact of residential development on the environment and resource lands. <p>3.1 (5) (b) states a Planning Proposal must not contain provisions which will reduce the permissible residential density of land.</p>	
3.3 Home Occupations	Y	The objective of this direction is to encourage the carrying out of low-impact small businesses in dwelling houses.	Y
3.4 Integrating Land Use & Transport	Y	<p>The objective of this direction is to ensure that urban structures, building forms, land use locations, development designs, subdivision and street layouts achieve the following planning objectives:</p> <ul style="list-style-type: none"> improving access to housing, jobs and services by walking, cycling and public transport, increasing the choice of available transport and reducing dependence on cars, reducing travel demand including the number of trips generated by development and the distances travelled, 	The land is located close to existing transport networks.

Planning Proposal - No 2 Richardson Road, Narellan

s.117 Direction Title	Applicable	Consistent	Comments
		especially by car, <ul style="list-style-type: none"> supporting the efficient and viable operation of public transport services, and providing for the efficient movement of freight. 	
4. Hazard & Risk			
4.1 Acid Sulphate Soils	Y		Subject land is not identified as being subject to acid soils.
6. Local Plan Making			
6.1 Approval and Referral Requirements	Y	The objective of this direction is to ensure that LEP provisions encourage the efficient and appropriate assessment of development.	Yes
6.3 Site Specific Provisions	N	The objective of this direction is to discourage unnecessarily restrictive site specific planning controls. 6.3 (4) (c) states a Planning Proposal that will amend another environmental planning instrument in order to allow a particular development proposal to be carried out must either: <ul style="list-style-type: none"> allow that land use to be carried out in the zone the land is situated on, or rezone the site to an existing zone already applying in the environmental planning instrument that allows that land use without imposing any development standards or requirements in addition to those already contained in that zone, 	It is not proposed to introduce controls for these lands, other than to maintain view lines from St Thomas Church.

Planning Proposal - No 2 Richardson Road, Narellan

s.117 Direction Title	Applicable	Consistent	Comments
		or allow that land use on the relevant land without imposing any development standards or requirements in addition to those already contained in the principal environmental planning instrument being amended.	
7. Metropolitan Planning			
Implementation of the Metropolitan Strategy	Y	The objective of this direction is to give legal effect to the vision, transport and land use strategy, policies, outcomes and actions contained in the Metropolitan Plan for Sydney 2036. (Please note: The State Government has exhibited a Draft Metropolitan Strategy for Sydney to 2031 for community input).	Yes

5.4 SECTION C - ENVIRONMENTAL, SOCIAL AND ECONOMIC IMPACT**5.4.1 IS THERE ANY LIKELIHOOD THAT CRITICAL HABITAT OR THREATENED SPECIES, POPULATIONS OR ECOLOGICAL COMMUNITIES, OR THEIR HABITATS, WILL BE ADVERSELY AFFECTED AS A RESULT OF THE PROPOSAL?****5.4.1.1 THREATENED SPECIES**

At this stage, no assessment of potential threatened species has been undertaken as the land is clear of vegetation.

5.4.2 HERITAGE

The subject lands are not listed as containing a heritage item. However, the land is located within the vicinity of a number of heritage items. A heritage impact assessment has been prepared by Tropman & Tropman Architects (**Annexure B**). The report provides the following conclusion and recommendations:

1. All new works should be the most sustainable solution for the present and foreseeable future demands for the building on the site.
2. All significant views and vistas to existing heritage items must be maintained and not obstructed with any new development.
3. The installation of new services should be designed in such a way as to provide minimal impact on the existing fabric, especially original and early fabric.

 Planning Proposal - No 2 Richardson Road, Narellan

4. The new work should be set back from the original works.

5.4.3 TRAFFIC IMPACTS

It is proposed that no vehicular access would be from Camden Valley Way and that all vehicles would enter and exit using Richardson Road. At this stage, a traffic report has not been undertaken, but would be undertaken at the post Gateway Determination.

5.4.4 ARE THERE ANY OTHER LIKELY ENVIRONMENTAL EFFECTS AS A RESULT OF THE PLANNING PROPOSAL AND HOW ARE THEY PROPOSED TO BE MANAGED?

The Planning Proposal will adopt the local provisions to the Standard Instrument Local Environmental Plan (SI LEP) to minimise the likely environmental impacts of future development. In this regard, it is proposed to adopt the provisions of LEP 2010.

5.4.5 HOW HAS THE PLANNING ADEQUATELY ADDRESSED ANY SOCIAL AND ECONOMIC EFFECTS?

The proposal has positive social and economic contributions as discussed above in the various Strategies by providing employment in the LGA. Indeed, under the proposed scenario, no adverse social and/or economic impacts are foreshadowed, but rather positive impacts will accrue in this regard.

5.5 SECTION D - STATE AND COMMONWEALTH INTERESTS

5.5.1 IS THERE ADEQUATE PUBLIC INFRASTRUCTURE FOR THE PLANNING PROPOSAL?

Public infrastructure will be required to be augmented to support the development of the subject land as communicated in this PP. The nature and extent of augmentation will be finally determined having regard to more detailed investigations as part of the continued "evolution" of this PP.

Amplification/enhancement of offsite infrastructure, including community infrastructure, will involve relevant contributions pursuant to Section 94 (EP&A Act). Such contributions will be determined in response to more detailed planning actions as the PP progresses.

5.5.2 WHAT ARE THE VIEWS OF STATE AND COMMONWEALTH PUBLIC AUTHORITIES CONSULTED IN ACCORDANCE WITH THE GATEWAY DETERMINATION?

The Gateway determination will identify any consultation required with State or Commonwealth Public Authorities. This will include:

- Consultation required in accordance with a Ministerial Direction under section 117 of the EP&A Act; and
- Consultation that is required because in the opinion of the Minister (or delegate), a State or Commonwealth public authority will or may be adversely affected by the proposed LEP.

Consultation is required with the following public authorities under section 56(2)(d) of the EP&A Act 1979, as amended.

6 Mapping

An indicative concept plan is submitted with this application as **Annexure A**. The required Maps have been prepared in accordance with the Standard Technical Requirements for LEP maps.

7 Part 5 – Community Consultation

Community consultation remains an important element of the Plan making process. The companion document “A Guide to Preparing Local Environmental Plans” outlines community consultation parameters. The subject provisions in respect of notification and the exhibition materials to support the consultation will be observed.

Before proceeding to public exhibition, the Director General of Planning (or delegate) must approve the form of the Planning Proposal as being consistent with the “Gateway” determination (EP&A Act 57(2)).

It is envisaged that further community consultation would occur through the public exhibition of detailed documents lodged with the development application for the development proposal.

This further consultation will, at a minimum include, advertising in local papers, exhibition material provided at Camden Council administration buildings and libraries and Camden Council’s webpage and the required written notifications that would ordinarily be required.

Once Council is satisfied with the amended Planning Proposal following determination at the Gateway, it is recommended that it will be publicly exhibited for a period of 28 days, as it is considered that the PP falls within the definition of “low impact” Planning Proposals. The exhibition would include letters to nearby and adjoining landowners.

The written notice will:

- Give a brief description of the objectives and intended outcomes of the Planning Proposal;
- Identify the land the subject of the Planning Proposal;
- Provide information of when and where the details of the Planning Proposal can be inspected;
- Give the contact details of Council for the receipt of submissions and for any enquiries;
- Indicate the last date for submissions to be received by Council; and
- Include any other information as instructed by the Gateway process.

Any submissions received in response to the community consultation would need to be fully considered, in accordance with the prevailing statutory provisions. Should there emerge any issues which occasion a significant amendment/s to the PP and proposed LEP amendment, re-exhibition and further consultation may be required.

8 Indicative Project Timeline

The following project timeline is advanced in **Table 5** below.

Planning Proposal - No 2 Richardson Road, Narellan

TABLE 5 - PROJECT TIMELINE

Project Detail	Timeframe	Timeline
Lodgement	November 2016	
Council Review/Reporting	3 months	March 2017
Anticipated commencement date (Gateway determination)	2 months from submission to DoPE	May 2017
Anticipated timeframe for the completion of required technical information - after specialist study requirements determined	2 month period	July 2017
Amendment of Planning Proposal, if needed	2 months	September 2017
Commencement and completion dates for public exhibition period & government agency consultation - after amending Planning Proposal, if required	2 months	November 2017
Dates for public hearing, if required	Not required	N/A
Timeframe for consideration of submissions	2 months	January 2018
Timeframe for the consideration of proposal post exhibition, including amendments and maps and report to Council	2 months	March 2018
Date of submission to the Department to finalise the LEP (including 6 week period for finalisation)	2 months	May 2018
Anticipated date RPA will make the plan, if delegated	Not applicable	N/A
Anticipated date RPA will forward to the Department for notification	N/A	N/A

9 Conclusion

The preceding commentary has clearly established a case for the limited review the planning provisions as they pertain to the subject lands. It is proposed that the subject land be added to Schedule 1 of LEP 2010.

Planning Proposal - No 2 Richardson Road, Narellan

Detailed environmental and infrastructure investigations will need to be undertaken and broad commitments to infrastructure provision made as the PP is advanced.

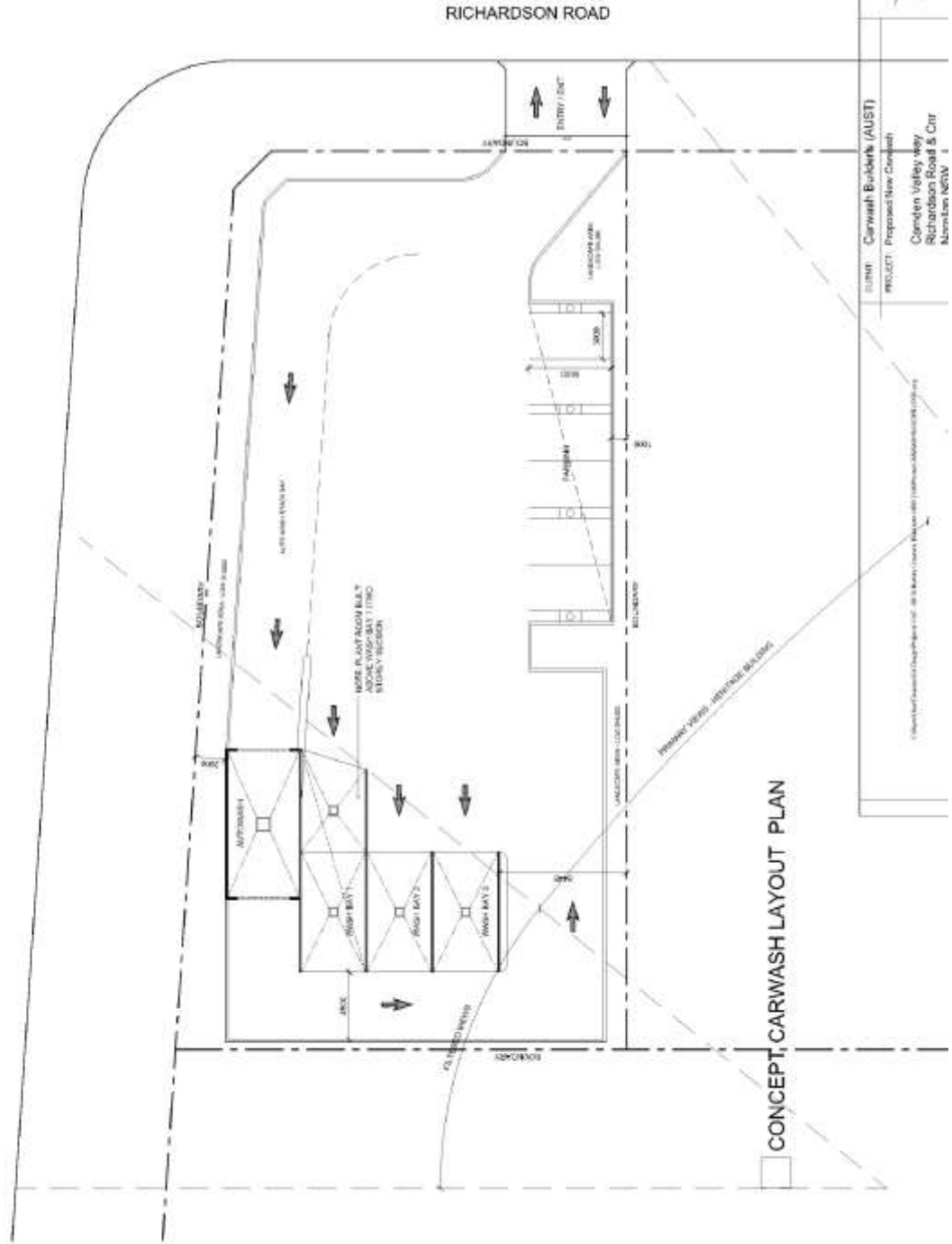
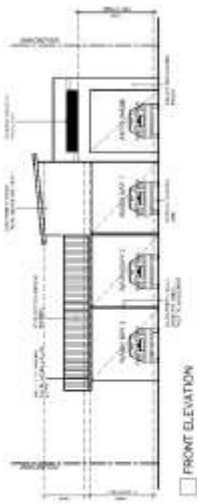
Council, as the responsible Planning Authority, is requested to support and forward this PP to the Department of Planning and Infrastructure for progressing through the "Gateway" in an expedient manner.

SINCERELY YOURS,



M J BROWN
DIRECTOR
MICHAEL BROWN PLANNING STRATEGIES PTY LTD

ON BEHALF OF THE CLIENT, THE ARCHITECT PROVIDES THIS CONCEPT DESIGN AND LAYOUT PLAN AS A SERVICE TO THE CLIENT. THE CLIENT IS ADVISED THAT THIS CONCEPT DESIGN AND LAYOUT PLAN IS NOT A CONTRACT DOCUMENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. ALL WORKS SHALL BE TO BE COMPLETED IN ACCORDANCE WITH THE RELEVANT LOCAL AUTHORITY'S REQUIREMENTS AND STANDARDS. ALL MATERIALS AND WORKMANSHIP TO BE COMPLETED IN ACCORDANCE WITH THE RELEVANT LOCAL AUTHORITY'S REQUIREMENTS AND STANDARDS.



JOB NUMBER	1543	PAGE	1 of 1
DATE	15/04/2017	REV	1
SCALE	1:200 & 1:100	PROWSE	C.A



SUBJECT: Carwash Bunkers (AUST)
 PROJECT: Proposed New Carwash
 Camden Valley Way
 Richardson Road & Cnr
 Narellan NSW

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Planning Proposal - No 2 Richardson Road, Narellan

Annexure "A"
Concept Plan

Planning Proposal - No 2 Richardson Road, Narellan

Annexure "B"
Heritage Impact Assessment

ORD03

Attachment 1

CARWASH
2 Richardson Road
 Narellan, NSW

Heritage Impact Statement (HIS)



Prepared on behalf of
 Michael Brown Planning Strategies Pty Ltd
 for Camden Council

To accompany
 Development Application

25th November 2016
 REF: 1643: HIS
 Issue 02

Tropman & Tropman Architects

Architecture Conservation Landscape Interiors Urban Design Interpretation
 55 Lower Fort Street Sydney NSW 2000 Phone: (02) 9251 3250 Fax: (02) 9251 6109
 Website: www.tropmanarchitects.com.au Email: tropman@tropmanarchitects.com.au
 TROPMAN AUSTRALIA PTY LTD ABN 71 088 542 885 INCORPORATED IN NEW SOUTH WALES
 Lester Tropman Architects Registration: 3786 John Tropman Architects Registration: 5152



Tropman & Tropman Architects
Carwash 2 Richardson Road, Narellan
Heritage Impact Statement

Ref: 1643: HIS: 02
25th November 2016

Report Register

The following table is a report register tracking the issues of the *Heritage Impact Statement for the Carwash proposed at 2 Richardson Road Narellan, NSW* by Tropman & Tropman Architects. Tropman & Tropman Architects operate under a quality management system, and this register is in compliance with this system.

TTA Project Ref No.	Issue No.	Description	Issue Date	Prepared By	Checked By	Issued To
1643:HIS	01 DRAFT	<i>Heritage Impact Statement for the Carwash proposed at 2 Richardson Road Narellan, NSW</i>	27 th October 2016	Lester Tropman Nica Javadi	Lester Tropman	Client Via Email
1643:HIS	02	Heritage Impact Statement for the Carwash proposed at 2 Richardson Road Narellan, NSW	25 th November 2016	Lester Tropman Nica Javadi	Lester Tropman	Client Via Email

Tropman & Tropman Architects
Carwash 2 Richardson Road, Narellan
Heritage Impact Statement

Ref: 1643: HIS: 02
25th November 2016

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Tropman & Tropman Architects
Carwash 2 Richardson Road, Narellan
Heritage Impact Statement

Ref: 1643; HIS: 02
25th November 2016

1.0 INTRODUCTION

1.1 Background

This Heritage Impact Statement has been prepared for the proposed Carwash to the site of 2 Richardson Road, Narellan, which is an empty lot.

This report has been prepared for Camden Council to accompany the Development Application on behalf of Michael Brown Planning Strategies Pty Ltd for a development application for the proposal of new carwash facility at the north east end of the site. The aim of this report is to assess the impact of the works proposed relating to heritage issues for the existing buildings around the site and proposed works.

The site is not listed as a heritage item nor listed as a conservation zone according to the map in the Camden Council LEP.

The proposed works involve constructing one auto wash, three wash bays, six new car park spaces, drive through, low shrub landscaped areas and a new driveway from Richardson Road. The proposed works are modest and have little impact on the streetscape.

The works have been designed in response to the Camden Council design requirements described in the Camden Council Development Control Plan 2011 Part B Section B3.1.4 St Thomas Chapel, Narellan- View Corridors. St Thomas Anglican Church Narellan- Conservation Plan by Paul Davies and Macarthur Anglican School Site Analysis (Heritage) & Proposed Development Guidelines by DESIGN 5.

1.2 Author Identification

This report has been prepared by:

Lester Tropman Director, Architect,
Heritage Conservation Consultant

Nica Javadi Project Officer

All drawings and architectural designs have been prepared by Carwash Builders Australia on behalf of Michael Brown Planning Strategies Pty Ltd for Camden Council.

Unless otherwise stated, all images are by Tropman & Tropman Architects and were taken during the course of this study.

The method for the Statement of Heritage Impact follows that set out in the "NSW Heritage Manual" Update August 2000 produced by the NSW Heritage Office. The method required by the City of Sydney is outlined below

1.3 Heritage Mapping

2 Richardson Road, Narellan is not listed as a Heritage Item nor is it located in a conservation area.

Tropman & Tropman ArchitectsCarwash 2 Richardson Road, Narellan
Heritage Impact StatementRef: 1643: HIS: 02
25th November 2016**1.4 Study Area**

The study area is limited to the adjacent and opposite houses. The following items are listed as heritage items:

- Narellan Hotel 279 Camden Valley Way Lot A, DP 393370 Local I129
- Narellan Public School (including 1877 administration building and school building, and the significant setting around these buildings including the historic plantings, but excluding all other buildings and grounds) 290 Camden Valley Way Lot 1, DP 808100 Local I130
- St Thomas' Cemetery 6 Richardson Road Lot 4, DP 737284 Local I134
- St Thomas' Church Chapel Group (including church school) 1A Wilson Crescent Lot 1, DP 882155 Local I136



Figure 1 Camden Council LEP mapping for Heritage Map Sheet HER_012

Tropman & Tropman Architects
Carwash 2 Richardson Road, Narellan
Heritage Impact Statement

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Subject Site 2 Richardson Road,
Narellan



Figure 2 Location of Carwash 2 Richardson Road, Narellan. *Image from Six Map*

Subject Site 2 Richardson Road, Narellan



Figure 3 Location of Carwash 2 Richardson Road, Narellan. *Image from Six Map*

Tropman & Tropman Architects
 Carwash 2 Richardson Road, Narellan
 Heritage Impact Statement

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2.0 BRIEF HISTORICAL SUMMARY

The subject site sits in the vicinity of St Thomas chapel, the school church, cemetery and Narellan Hotel. These are items of significance within the original township of Narellan. The school church is a rare example of a rural colonial church and the cemetery the earliest in the district. The location of St Thomas Chapel and the School Church on a hill surrounded by open space is a classic setting of early settlement. The views from St Thomas Chapel and the School Church are of significance are indicated on the plan below.

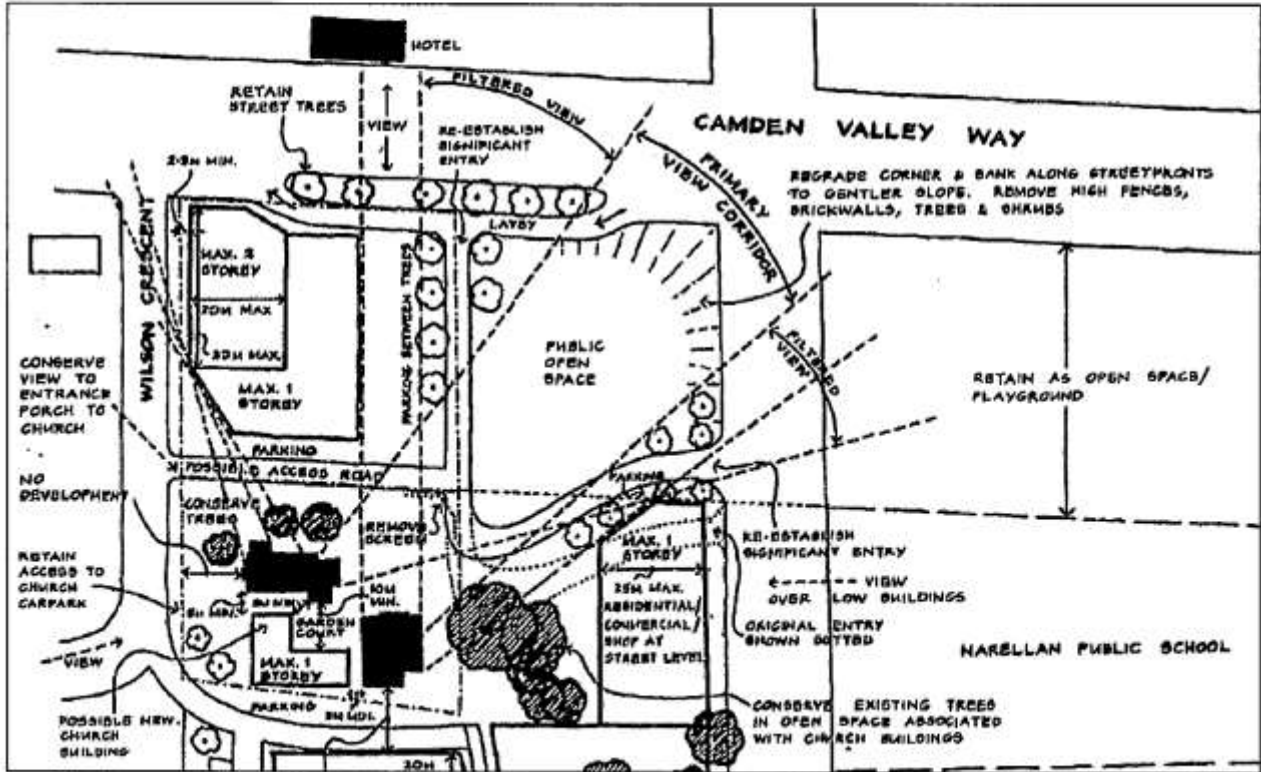


Figure 4 Image from Macarthur Anglican School Site Analysis (Heritage) & Proposed Development Guidelines by DESIGN 5

Originally the school Church was built in 1839 by Rev. Thomas Hassall and later extended in 1850. In 1970 the hardwood floors were further replaced and in 1995 a maintenance programme for both buildings was undertaken. The church building was completed in 1884.

Open space were established along Camden Valley Way linking the significant buildings of the town. These buildings included the School church (1830's), St Thomas church (1880's), Narellan Public School, commercial town centre and tramway.

For further detailed information refer to 9.0 Appendix A.

Tropman & Tropman Architects
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 Heritage Impact Statement

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3.0 PHYSICAL EVIDENCE

3.1 Physical Description

The proposed Car wash will be situated in the Northeast corner of the site 2 Richardson Road, Narellan. With a entry and exit driveway into the property from Richardson Road. To the Northeast boundary the Carwash is offset by approximately 8 meters to allow for a landscape area of low shrubs. The design materials used for the Carwash bays that sit outside the indicative primary view line are full height glazed walls to allow views through the building. Where the Auto wash, Plant room, WC and Storage are located outside the inductive line for filtered views the material is to be select external sheeting.

3.2 Site Inspection

Tropman and Tropman Architects inspected the site proposed for development on the 26th September 2016. During the inspection photographs were taken of the allocated view corridors filtered and primary from the School Church, St Tomas chapel looking northeast and from the opposite direction looking back through the high fencing and car park, driveway of the Police Station. These photos show clearly that the existing fencing and carport structures in the police car park are located within the primary view corridor and filtered view corridor indicated on Figure B7 St Thomas Chapel, Narellan- view Corridors from the Camden Council Development Controls Plan 2011. Refer to Figures 3-12 in section 3.4 of the HIS.

3.3 Proposed Scope of Works

The following items are the works proposed to be carried out in this application:

Note: To be read along with submitted architectural drawings

- 1) 3 x Car wash bays
- 2) 1 x Auto wash
- 3) 1 x Plant room
- 4) 1 x Storage.
- 5) 1 x WC
- 6) Footpath to the Plant room, WC and Storage.
- 7) Kerbing between the carwash ground surface and landscaped areas.
- 8) New asphalt ground surface with brick pavers for patterning and delineating carparks spaces, to car parking and drainage.
- 9) New fencing
**maximum 1250mm high to match existing adjacent fence*
- 10) Bollards
- 11) Landscape area of low shrubs
**to break up and soften the appearance of car park*

** Additional comments*

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3.4 Existing photographs



Figure 5 View corridors Northeast of School Church.



Figure 6 View corridors Northeast of School Church.

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Figure 7 View corridors Northwest of School Church straight down the primary view corridor to the Narellan Hotel.



Figure 8 View corridors west of School Church towards St Thomas Chapel.

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Figure 9 Narellan Hotel



Figure 10 Close up of view corridors south through Police Station car park School Church and St Thomas Chapel.

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Figure 11 View corridors south through Police Station car park School Church and St Thomas Chapel.
Showing the impact of high fencing and carport structure.



Figure 12 Close up of view corridors southwest through Police Station car park School Church and St Thomas Chapel.

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Figure 13 View corridors south through Police Station carport adjacent site where Carwash development proposed. Note impact of Carwash will be minimal in comparison.



Figure 14 View corridors south through Police Station carport adjacent site where Carwash development proposed. Note impact of Carwash will be minimal in comparison.

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3.5 Proposed drawings (Prepared by Carwash Builders Australia on behalf of Michael Brown Planning Strategies Pty Ltd for Camden Council.)

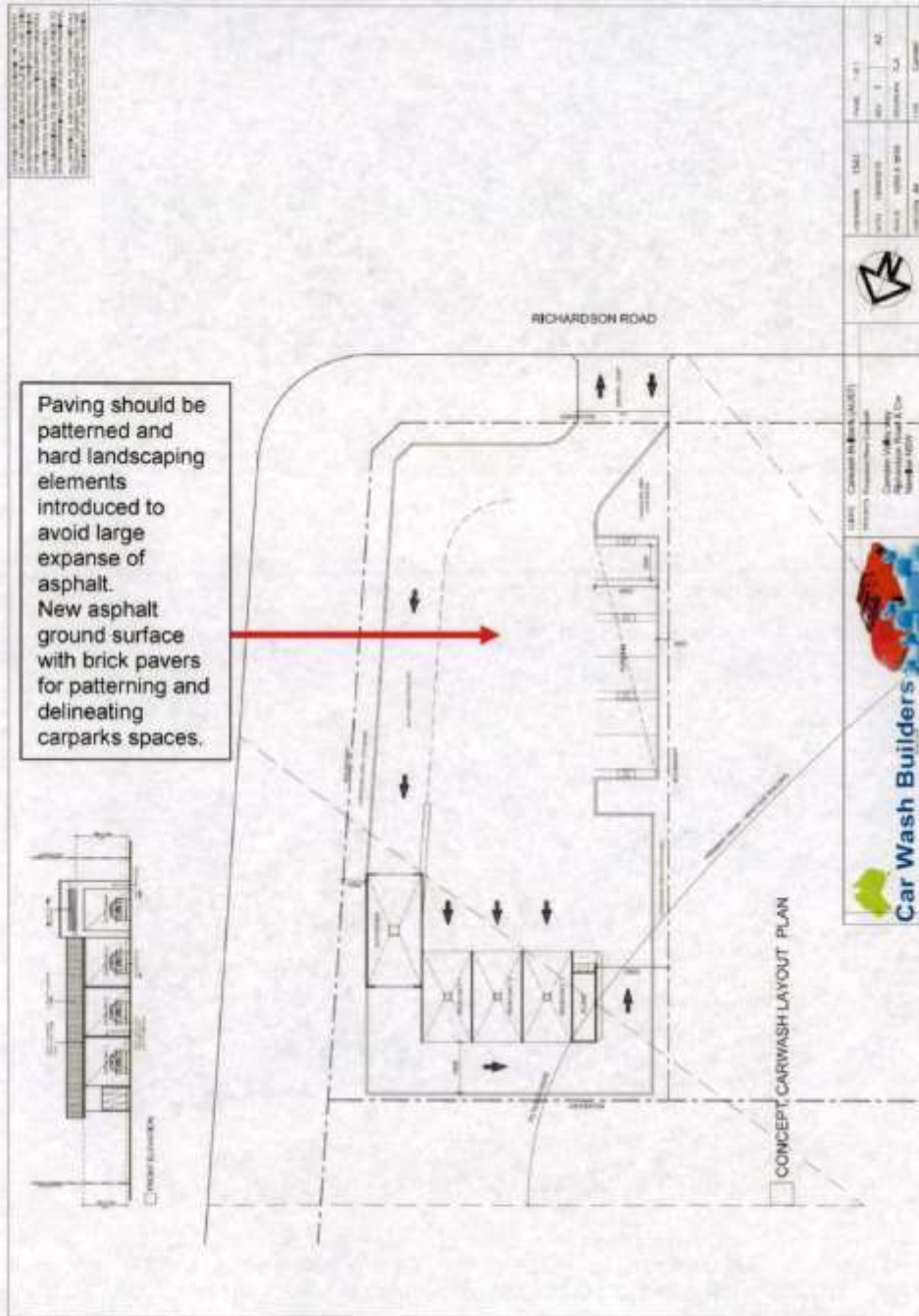


Figure 15 Carwash Design by Carwash Builders Australia, showing minimal impact on the view corridor.

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4.0 HERITAGE LISTINGS AND SIGNIFICANCE

4.1 Heritage Listings

Municipal Council Local Heritage Listing

- **Is not listed** in a conservation zone.

National Trust of Australia NSW

- **Is not included** in any listing of the National trust of Australia

NSW State Heritage Register

- **Is not included** in the NSW State Heritage Register.

Register of the National Estate

- **Is not included** in the Register of the National Estate

4.2 Statement of Significance

The significance of the site is that it is located within the view corridor of Camden Valley Way and Richardson Road. In regards to views and settings there is an principal view from the St Thomas Church from the intersection of Camden valley Way and Richardson Road, allowing the church to be seen in its semi rural setting. Known as the church on the hill, the visual connection to from the intersection to the church has been considered important to the community of Narellan. Another significant view that the site falls into is from the church and the historic hotel across Camden valley way. The centre line of the hotel appears to be the midpoint of the school church and St Thomas Church buildings.

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5.0 ASSESSMENT

5.1 Planning Context

The proposal has taken consideration of the guidelines in the St Thomas Anglican Church Narellan-Conservation Plan by Paul Davies, Macarthur Anglican School Site Analysis (Heritage) & Proposed Development Guidelines by DESIGN 5 and Camden DCP section B3.1.4, in particular the following sections:

Objectives of section B3.1.4 St Thomas Chapel, Narellan- View corridors

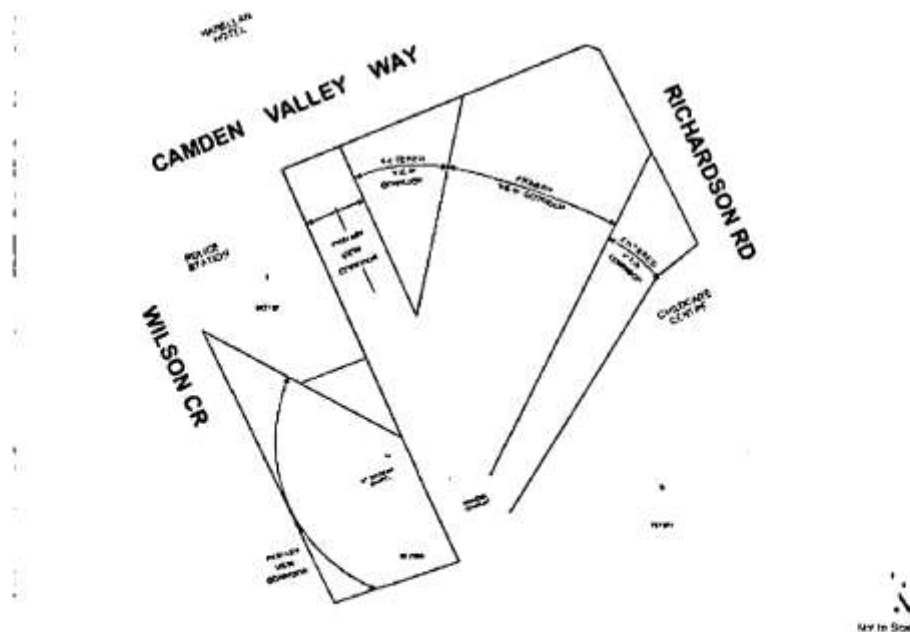


Figure B7 St Thomas Chapel, Narellan – View Corridors

Objective

1. The buildings, surrounding open space and the significant view corridors between St Thomas Chapel, the School Church, Narellan Hotel, cemetery and Camden Valley Way, shall be retained.

Controls

1. St Thomas Chapel, the School Church, Narellan Hotel, the cemetery and associated significant elements, including the open space and the semi-rural setting shall be retained and conserved as outlined in 'St Thomas' Anglican Church and School Church, Narellan – Conservation Plan by Paul Davies Pty Ltd (CMP).

2. No building, structures, signage, trees or shrubs are permitted within the primary view corridors identified in figure B10.

3. No development of the ovals/open space fronting Camden Valley Way, within the MacArthur Anglican School (now Hope School), and Narellan School is permitted. These areas should be retained as open space and a view corridor.

4. New development within the filtered view corridors or within the vicinity of the site (as identified on figure B7); must be in accordance with the relevant provisions of the 'Macarthur Anglican School Site

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– Site Analysis (Heritage) and Proposed Development Guidelines" by Design 5Architects Pty Ltd, draft, dated 2 April 2003 and the CMP.

5. New development must be lower than and/or not dominate St Thomas Chapel, the School Church or the cemetery.

6. The cemetery shall continue to be used as a cemetery and shall retain its semi-rural character and heritage significance in accordance with the CMP.

7. Any development of the Hope School site must ensure the physical reconnection of the cemetery with the Church buildings via the Hope School site. This may be achieved by way of pathways roads or open parklands.

8. All other relevant general heritage provisions of subsection B3.1.1 must be complied with.

Extracted from Part B of General Land Use Controls Camden Council DCP 20011, page B55

5.2 Burra Charter

"Article 22. New work

22.1 New work such as additions to the place may be acceptable where it does not distort or obscure the cultural significance of the place, or detract from its interpretation and appreciation

New work may be sympathetic if its sitting, bulk, form, scale, character, colour, texture and material are similar to the existing fabric, but imitation should be avoided.

22.2 New work should be readily identifiable as such" Reference Australian ICOMOS Burra Charter.

The new proposed work is able to be defined as new in accordance with the ICOMOS Burra Charter and is low key and recessive in form.

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6.0 IMPACT ON HERITAGE VALUES

6.1 Assessment

The proposed carwash design is modest and similar to the existing police station in regards to height mass and scale of the police station car parking building with security fencing. The Carwash will be comprised of a skillion roof with select colour bond roofing and select metal panelling for the walls.

The works are of minor nature and seeks to improve access and amenities of the site. The proposed construction of the Carwash and the building will have no effect on the adjacent building or surrounding heritage listed items.

6.2 Positive and Negative effects

Design proposal	Positive effects	Negative effects
Car wash bay, Auto wash, Plant room, WC, Storage and driveway access from Richardson Road	<ul style="list-style-type: none"> The proposal utilises the existing unused space at the northeast corner of the site and converting it into usable amenity. 	We consider there to be no negative effects
Landscape areas of low shrub to the front and side boundaries of the Car Wash	<ul style="list-style-type: none"> Improve the appearance of the proposed and existing site. A sympathetic approach towards breaking up and softening the extent of the proposed Carwash and where it intersects with view corridors. 	We consider there to be no negative effects
Proposed security fencing, and kerbing to the proposed front entry	<ul style="list-style-type: none"> To provide security to drainage basin and entry gate. Proposed fence is to be of maximum 1250mm high. Kerbing to Australian Standards. 	We consider there to be no negative effects
New asphalt ground surface with brick pavers for patterning and delineating carparks spaces, to car parking and drainage.	<ul style="list-style-type: none"> Improve the appearance of the proposed and existing site. 	We consider there to be no negative effects

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7.0 RECOMMENDATIONS

- i. All new works should be the most sustainable solution for the present and foreseeable future demands for the building on the site.
- ii. All significant views and vistas to existing heritage items must be maintained and not obstructed with any new development.
- iii. The installation of new services should be designed in such a way as to provide minimal impact on the existing fabric, especially original and early fabric.
- iv. The new work should be set back from the original works.
- v. The paving should be patterned and hard landscaping elements introduced to avoid large expanse of concrete or bitumen.

8.0 CONCLUSION

- i. The proposed works to 2 Richardson Road, Narellan are reasonable and positive with no impact to the street frontage.
- ii. The works are improving the amenity of the property and there will be no impact to the existing building on site.
- iii. The works are subservient to the existing building and its surroundings.
- iv. The proposed works are considered to be sympathetic and minor in nature.
- v. The proposal amendments are not conjectural and are identifiable as contemporary in accordance with the Burra Charter.
- vi. The proposal generally complies with the Camden Council DCP and LEP.

Tropman & Tropman Architects support this proposal and confirm that the approach is both logical and adheres to the Burra Charter principals.

We recommend that the works described in this development application be approved.

9.0 APPENDIX A

9.1 St Thomas Anglican Church Narellan- Conservation Plan by Paul Davies (excerpts below)

St Thomas Anglican Church Narellan - Conservation Plan

although it retains more elements of its original setting than the church site. Its physical isolation from the church site presents a problem and this should be addressed in any long term programmes for both sites.

3.8.2 The School Church

The School Church, originally a combined school and church, was built in 1839 by Rev. Thomas Hassall. Its form appears to have been a single room combining the two uses; this room now forms the main hall space. The walls are brick, the roof gabled and moderately pitched and the ceiling formed from timber planks with timber battens which remain in situ. The surviving material from the early building appears to be the perimeter walls, the ceiling and roof framing, the west window, other windows and several doors. A former central fireplace is likely to date from the original construction but it is now infilled and newer fireplaces have been constructed at the rear.

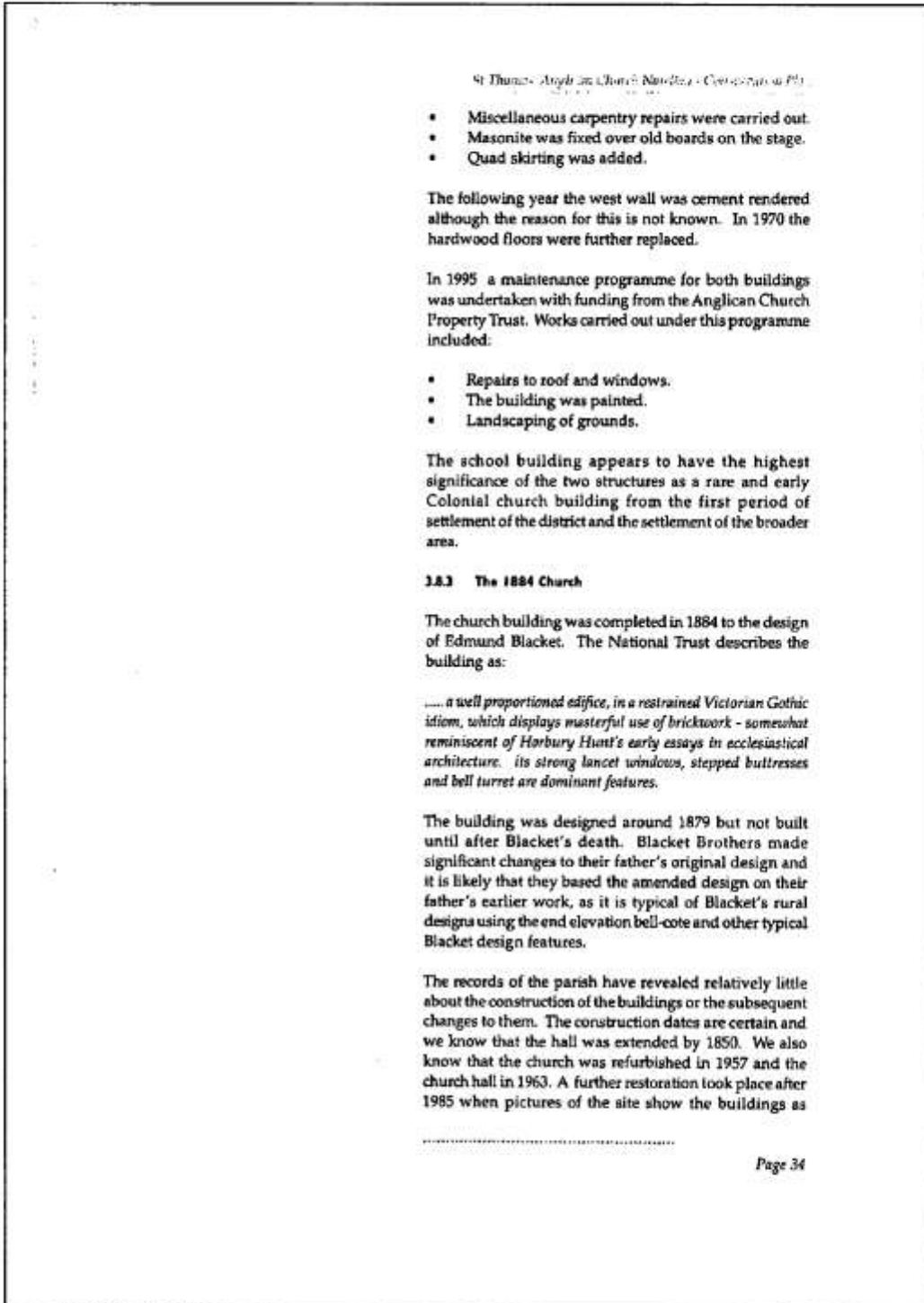
The building was extended in 1850 and it appears that the sanctuary with its raised floor was added (possibly with the window relocated from the previous end wall) and the four corner buttresses were added. It is likely that the buttresses were added, at least in part, to dignify the building as a church. The end walls were also rendered at this time, to simulate stonework. Other additions included:

- A western brick skillion wing which provided accommodation for teachers and church with two fireplaces. This involved changes to doors and windows in the earlier building and the dominant chimney on the west elevation.
- A timber verandah to the western addition.
- A timber framed eastern verandah.
- Infilling of the ends of the eastern verandah to form two rooms.
- Construction of a brick rear addition along the length of the main building divided into three rooms, two with corner fireplaces backing onto the fireplace in the main hall. The third room (the timber wall now removed) was separated by a light weight timber wall.
- A verandah extending along the western facade (collapsed in 1985 and now removed).
- A timber skillion addition now containing a kitchen, added to the south corner.
- A small store room (now toilet) added adjacent to the kitchen with a covered verandah.

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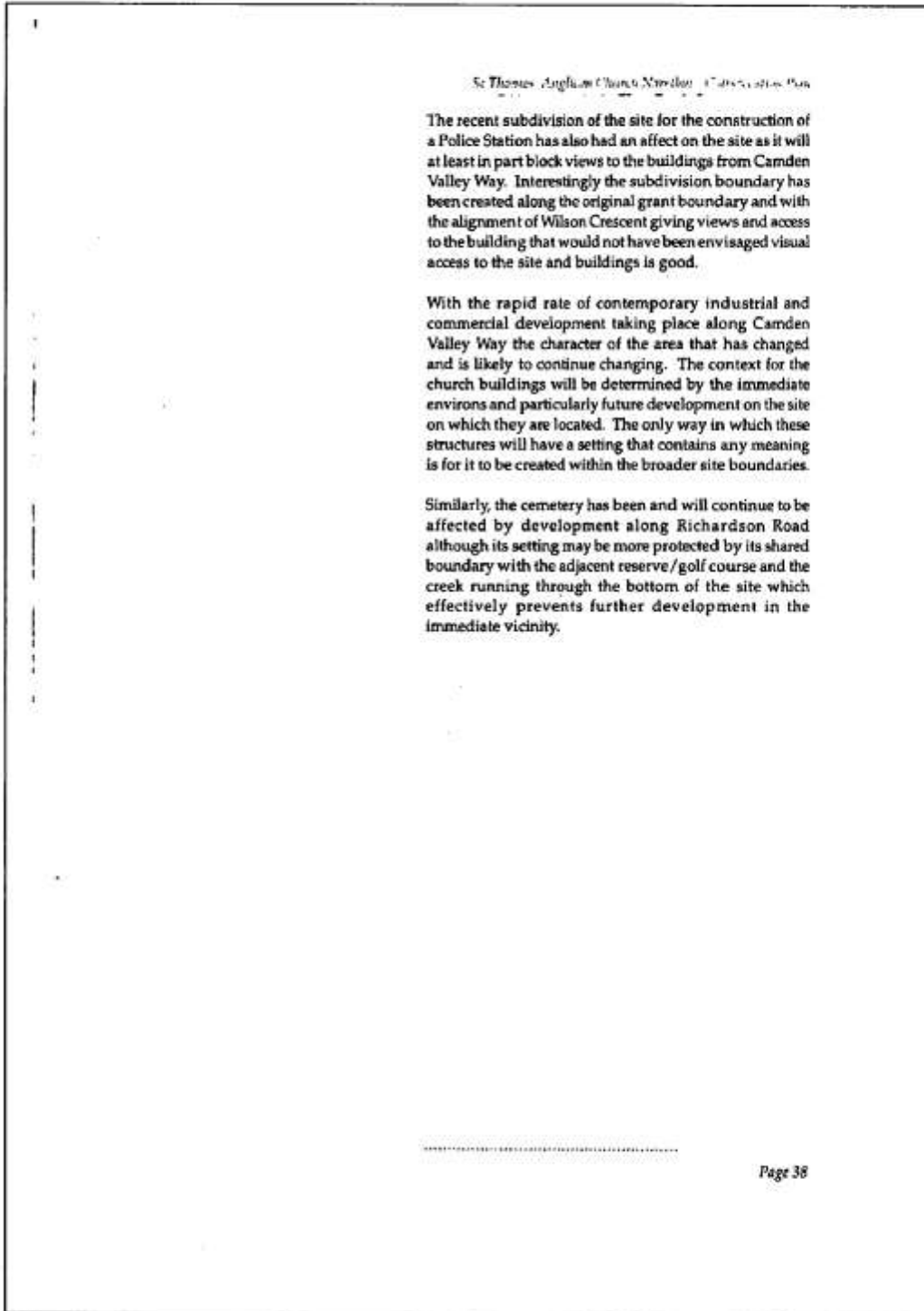
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	<p>1924 cont.</p> <ul style="list-style-type: none"> • varnishing of seats, • new guttering and • new roof shingles. <p>1926 Existing gas lights replaced with Aladdin mantle lamps. Original lectern given to St Mark's Elderslie.</p> <p>1967 13 leadlight windows (dating from construction of the church) removed and replaced with existing windows.</p> <p>1968 Oval leadlight window installed.</p> <p>1977 Electric heaters installed.</p> <p>1995 General repairs including:</p> <ul style="list-style-type: none"> • repairs to roof and floor, • sale of all but six of the original pews, • repairs to all windows including stained glass • painting, • tiling, • landscaping of grounds, • installation of new heaters and ceiling fans, • new fence to church grounds separating it from school, • all remnants of original interior removed and • floor infilled to form one continuous level. <p>The building is a good typical example of the rural work of Edmund Blacket and the Blacket Brothers.</p> <p>3.8.4 Context</p> <p>It is important to understand the location of the buildings and cemetery within the framework of the Narellan village and how that relationship has changed over time to now understand the setting of the church, hall and cemetery.</p> <p>Narellan was a small village with a narrow main road fronted by a range of buildings dating from the early settlement of the area through its various phases of development. Only remnant buildings survive in the main street due to road widenings and policy decisions on the development of the area over a long period of time.</p>
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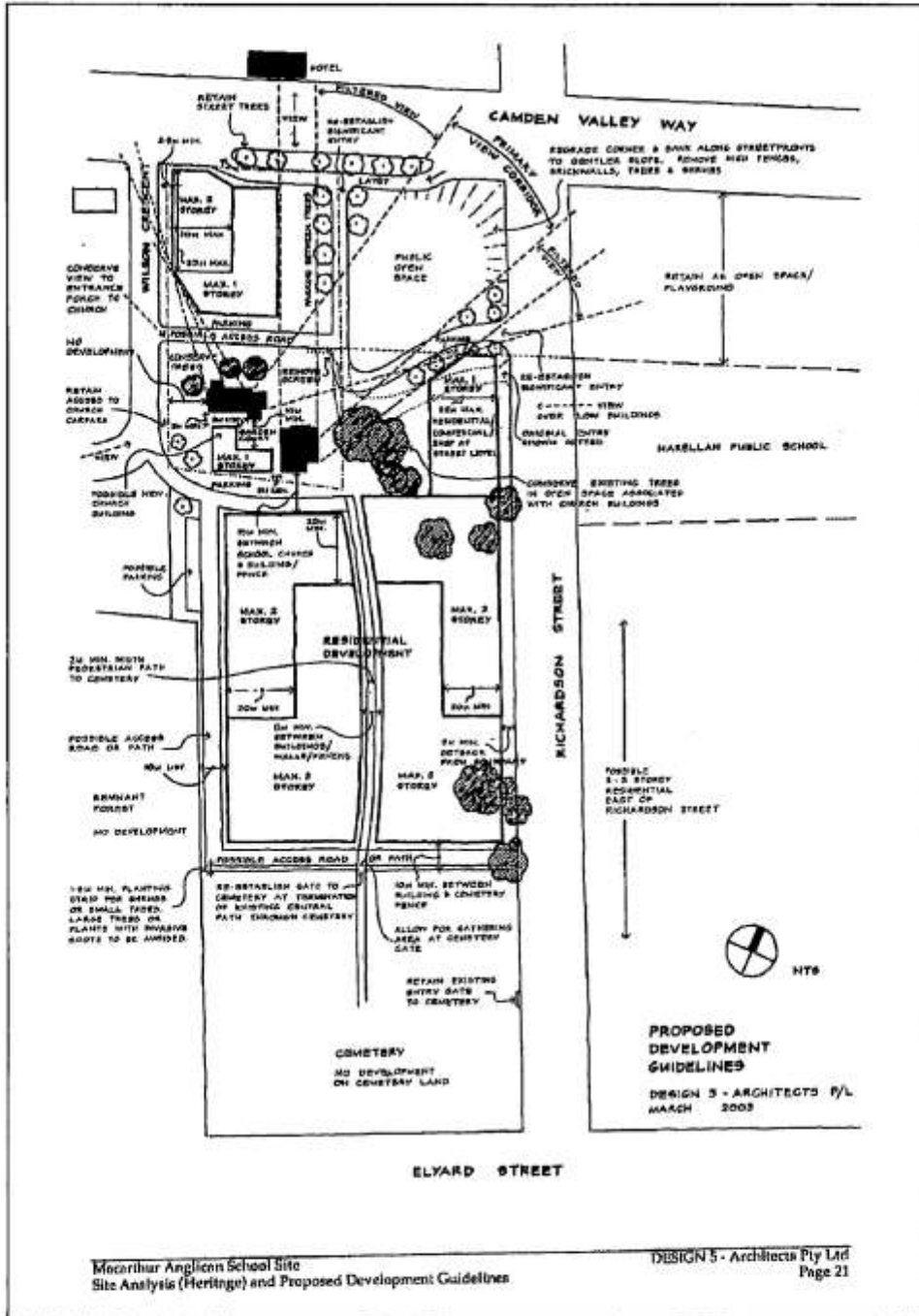
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9.2 Macarthur Anglican School Site Analysis (Heritage) & Proposed Development Guidelines by DESIGN 5 (excerpts below)



Macarthur Anglican School Site
Site Analysis (Heritage) and Proposed Development Guidelines

DESIGN 5 - Architects Pty Ltd
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1. HISTORIC OPEN CHARACTER OF THE TOWN OF NARELLAN

Town layout of Narellan

The earliest surveys of the village of Narellan (from as early as 1827) show the town laid out in a grid extending to the south-east of the Cow Pasture Road (now Camden Valley Way). The current streets of Richardson, Coghill and Queen running approximately north-south, and Elyard, Hume, Howell and Mowatt Streets running approximately east-west, were laid out at this time.

Public land was reserved along Cow Pastures Road. Land was set aside for the church, school and burial ground within the subdivision, as well as for a courthouse to the east immediately across the road from the church.

It would appear that the intention was that the church and courthouse would form the centre of the new town. This did not eventuate. It should be noted that Narellan Public School was built on the site formerly designated for the courthouse.

Public open space in Narellan

The early village of Narellan, right up until the second half of the twentieth century, grew along Camden Valley Way rather than as initially surveyed. It was established around its public open spaces, which primarily occurred along Camden Valley Way, linking the significant buildings of the town. These buildings initially included the School Church (1830s), and then later St Thomas' Church (1880s) and Narellan Public School, and the commercial centre of town, located closer to the tramway.

The land between St Thomas' Church and Camden Valley Way, including the site on the corner of Camden Valley Way and Richardson Street (now the Macarthur Anglican School oval), together with the adjacent vacant site owned by the Police Department, has remained open ground since the initial survey and establishment of the village of Narellan. This land has been a significant part of the open space linking the main buildings of the village.

St Thomas' Church was built on the highest part of the site, as traditionally was the case in the nineteenth century. Set on its hill and viewed across the open space between it and Camden Valley Way, the church marked the termination of the early village of Narellan.

Likewise, the area occupied by the playground of Narellan Public School, bordering Camden Valley Way, was also originally set aside as public open space, common or reserve. Aerial photographs show it criss-crossed by pedestrian paths up until at least the middle of the twentieth century. Although this playground is now fenced, it still contributes visually to the historic open character of the township along Camden Valley Way.

Specific objectives and recommendations:

- 1.1 These open spaces are significant elements of the historic township of Narellan and should be conserved as such.
- 1.2 It may be possible to build on a portion of the land set aside for the police station, without impacting too greatly on the setting of the church as long as the principal view corridors are respected and the new development allows the church buildings to remain dominant. It must not dwarf the church buildings.
- 1.3 No development should occur on the land occupied by the Macarthur Anglican School oval at the corner of Camden Valley Way and Richardson Street. This land should be retained and used as public open space, visually linking the church buildings to the town of Narellan.
- 1.4 The land between Camden Valley Way and the existing building line of Narellan Public School should be retained as open space or playground, so that the open feel of this site and its relationship to the church is retained and respected. Although the

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playground is now fenced, it still contributes visually to the historic open character of the township along Camden Valley Way.

2. SETTING AND VIEWS

The most important view of the St Thomas' Church is that from the intersection of Camden Valley Way and Richardson Street. This view allows the church to be seen in its semi-rural setting, as the church on the hill, the historical spiritual focus of the town.

Historically, this view has been considered very important to the people of Narellan. When the Government subdivided the public reserve in front of the church which included a portion for the creation of Church Street, half of this reserve was bought by the church in order to retain its broader visual connection to Camden Valley Way, and the other half was donated to the church by a parishioner, probably for the same reason. This view has been diminished somewhat by the intrusive fencing placed at this part of the site.

When Macarthur Anglican School was established on the site during the late 1970s, the setting of the church was again taken into consideration in the planning for the site. The new school buildings were set back behind the line of the church and School Church so as not to obstruct the view of the church buildings from Camden Valley Way. The space between the school buildings, the church buildings and Camden Valley Way was laid out as an open playing field, a modern version of a paddock, so that the church buildings could still be seen from the road.

The land at the corner of Camden Valley Way and Richardson Street has been graded for the construction of a flat playing field for Macarthur Anglican School, creating a high bank at the corner of the site. This, in combination with the brick walls, high metal fences and hedges planted since 1975, partially obscures the view of the church buildings from the street.

Other significant views of the church include:

- The visual link between the church site and the historic hotel on the opposite side of Camden Valley Way. The centre line of the hotel appears to be on the midpoint between the School Church and St Thomas' Church buildings.
- The view of the entrance porch and bellcote to St Thomas' Church, located on the north and western side of the building, is very significant when travelling south along Wilson Crescent.
- The view of St Thomas' Church and the School Church from Richardson Street, as well as the setting of the School Church behind the existing group of trees.
- The views of the church from the south-west along Wilson Crescent.

These views are all from areas in relatively close proximity to the church. Although there are some more distant views of St Thomas' Church, these closer views are the most significant.

Distant views of the church include:

- Distant views of the church from the top of Kirkham Lane, Macquarie Grove Road and the new Kirkham Estate clearly show the church set on the hill above the town. Any new development surrounding the church buildings will impact on this view.
- The bellcote of St Thomas' Church stands out against the sky when viewed across the Camden Golf Course (Studley Park) from as far away as Hilder Street.

Specific objectives and recommendations:

- 2.1 There should be no trees, shrubs or structures of any kind within the primary view corridor indicated on the attached Proposed Development Guidelines plan.
- 2.2 Low simple timber rail fences may be used to define the boundaries of the public space. These should be no higher than 1000mm, and must be able to be seen through and over.

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- 2.3 The street trees planted along Camden Valley Way within the primary view corridor should be thinned or substantially removed, as well as those within the view corridor existing between the School Church and the hotel on the opposite side of the road.
- 2.4 Trees may be planted sparsely around the edges of the space outside the primary view corridor, to assist in framing it. These trees should be either local eucalypts similar to those existing on the site adjacent the School Church, or eucalypts with tall straight trunks such as those currently planted along Camden Valley Way. The trees should not obscure the view of the church from Camden Valley Way, and in particular from the intersection of Camden Valley Way and Richardson Street.
- 2.5 The existing trees planted along Camden Valley Way and not in a primary view corridor, should be conserved in a planting strip between the main road and the proposed layby.
- 2.6 The land at the corner of Camden Valley Way and Richardson Street should be regraded to a much gentler slope. This will re-establish the gentle rise in land up to the church, emphasising the church on the hill.
- 2.7 The high metal fences, brick walls and hedges at the corner of Camden Valley Way and Richardson Street should be removed to re-establish the view lines to the church buildings so that they can be appreciated in their semi-rural setting.
- 2.8 The lattice screen erected at the corner of the current church site should be removed as it obstructs views of the church buildings from the intersection of Camden Valley Way and Richardson Road. Landscaping and other elements in this crucial view corridor should be minimal and respect the open paddock setting of the church buildings.
- 2.9 New signage erected on the church land should not be located within the primary view corridor, but may be located to one side.
- 2.10 The alignment of the former Church Street needs to be surveyed to determine exactly how wide this corridor should be. A view corridor which includes Church Street should be established to retain a full axial view of the School Church from Camden Valley Way and a partial view of the hotel from the church site. The western edge of this corridor should follow the alignment of the west side of the School Church as a minimum, as shown on the attached Proposed Development Guidelines plan.
(The 10m wide set back recommended along the north-east boundary of the Police Station site in the Proposed Narellan Police Station Guidelines (31 May 1999) supports the retention of this view corridor, although it is not really wide enough to allow full views of the buildings.)
- 2.11 The view from the corner of Camden Valley Way and Wilson Crescent, of the entrance porch towards St Thomas' Church should be retained and respected by development of the vacant police site.
The Proposed Narellan Police Station Guidelines (31 May 1999) recommend a 10m wide setback from the boundary between the two sites in order to retain this view corridor. These guidelines also recommend that any new building on the police site should only extend hard along the site boundary to Wilson Crescent for the northern portion of its length (distance not indicated, but possibly half), and that it should then be cut back to the same building line as that of the church. This would assist in maintaining the view of the church entry porch from Wilson Crescent.
- 2.12 The filtered view of the church buildings from Richardson Street taken obliquely across the site from the north-east, as well as the setting of the School Church behind the existing group of trees (as shown on the attached Proposed Development Guidelines plan) should be retained and respected by any development between the School Church and Richardson Road. Any development here should only be single storeyed to retain an appropriate scale for the setting of the church buildings.

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2.13 Any new development in the vicinity of the church should be lower than the church so that the church continues to be seen against the sky, reinforcing its setting on top of the hill.

2.14 Any new development near the church and to the south-west should be set back in the same building alignment as the church from Wilson Crescent. It should not compete with the church visually, so that the church remains the dominant building at the visual termination of Wilson Crescent.

3. RE-ESTABLISHING THE HISTORIC APPROACHES TO THE CHURCH SITE

The historic approaches to the church were along the original path from Oxley Street (later Richardson Street) as well as along Church Street from Cow Pasture Road (later Camden Valley Way).

Specific objectives and recommendations:

3.1 The historic approaches to the church should be considered for re-establishment, providing access to the church site as well as to the public open space at the corner of Camden Valley Way and Richardson Street. The character of these approach/drives should retain a rural scale and verge treatment.

3.2 The approach to the church from Camden Valley Way should be re-established on the approximate line of the former Church Street. From the aerial photographs this appears to be approximately along the boundary line between the school site and the police station site. There may be some trees planted sparsely along this approach, provided they do not extend into the primary view corridor indicated on the attached Proposed Development Guidelines plan.

3.3 The original approach to the church from Richardson Street extended in a curve from the corner of the original church site. However, this may be relocated approximately 10m further to the north, taking into consideration the development that has occurred on the public school site in recent years.

4. RE-ESTABLISHING THE HISTORIC LINKS BETWEEN THE CHURCH AND THE CEMETERY

Historically, the church and burial ground have been very closely linked. Until the Macarthur Anglican School was built on the site between the church and the cemetery, a footpath linked the two, which traversed an open field. A gate existed in the fence to the cemetery centred on the path within the cemetery. This footpath was gradually widened over time and became more formalised around this main entrance gate to the cemetery.

With the construction of Macarthur Anglican School, the link between the church and the cemetery was broken, with the entrance gate in the northern boundary of the cemetery being removed.

Specific objectives and recommendations:

4.1 A pedestrian link should be re-established between the church and the cemetery, which should follow the original path alignment, which was slightly curved and not straight. This path should be suitable for a funeral procession to use it.

4.2 The main entry to the cemetery should be re-established at the end of this connecting path, through a gate on the centre line of the original central path to the cemetery. The recent entry to the cemetery from Richardson Street could also be retained.

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5. SIGNIFICANT TREES AND REMNANT FOREST

The group of trees to the east of the School Church is an historic group of trees which, from the aerial photographs, appears to be an original planting or a remnant of the forest formerly existing on the site.

The group of trees immediately adjacent to St Thomas' Church appear from the aerial photographs to be an original planting to the church and are part of its significant landscape setting.

From aerial photographs it would appear that there are several trees within the proposed development area that are over 50 years old and have existed on the site from before the development of Macarthur Anglican School.

The remnant forest to the west of the school site appears to be a rare remnant of the natural vegetation that grew in the area prior to development.

Specific objectives and recommendations:

- 5.1 The group of trees to the east of the School Church should be conserved. They provide an appropriate setting to the School Church and should be conserved as part of an open area adjacent the building. No development of surface treatment should be introduced which will pose a threat to their viability and survival.
- 5.2 The group of trees adjacent to St Thomas' Church should be conserved.
- 5.3 Other mature trees on the Macarthur Anglican School site should be conserved if possible. A full arboricultural survey should be conducted of all the trees on the site to determine the age and condition of the trees. The new development should be designed to work around any significant trees identified.
- 5.4 The remnant forest to the west of the school site should be conserved, and no development allowed there.

6. TYPES OF USE

Specific objectives and recommendations:

- 6.1 Generally, the Macarthur Anglican School site should be used for residential development.
- 6.2 The church site and its buildings should only be used for church or related community uses.
- 6.3 The police station site may be used for either residential or commercial use. If it is to be used for commercial development, this should ideally face the park as well as Camden Valley Way, Wilson Crescent and the church, that is, it should be designed in the round, and should be outward looking and not inward looking.
- 6.4 The part of the development site between the School Church and Narellan Public School may be used for community use, such as for a preschool or day care centre, or a light commercial use. It should not be used for commercial uses that require intense servicing and extensive car parking. Uses may include a coffee shop and/or newsagent addressing the open space and church buildings.
- 6.5 The cemetery should not be subdivided or developed. It should remain as a burial ground for the people of Narellan, the population of which is increasing.

7. NEW BUILDINGS ON THE CHURCH SITE

Specific objectives and recommendations:

- 7.1 The site plan should allow for new buildings on the church site. With the expansion of the community at Narellan, it is likely that the needs of the church will increase.
- 7.2 No new buildings should be built in the primary view corridor indicated on the attached Proposed Development Guidelines plan. Any new building should be located behind the existing buildings when seen from Camden Valley Way and Richardson Street, on or around the current car park.
- 7.3 Any new building on the church site should only be single storey. The height of the ridge of any new building should be no higher than half way between the height of the ridge on the School Church and the height of the ridge on the 1880s church.
- 7.4 Any new building should stand alone from the existing buildings, but may be linked with the existing buildings by way of simple covered ways. The link to the church may be similar in scale to the north-western entrance porch and balance it on the south-eastern side of the church. The link to the School Church should preferably be no higher than the skillion roof on the south-western side of the building.
- 7.5 A garden court should be established between the existing buildings and any new building. It would form the termination of the primary view corridor.

8. CURTILAGE / SETBACKS

Specific objectives and recommendations:

- 8.1 Minimum setbacks as shown on the attached Proposed Development Guidelines plan should be observed so that other objectives of this plan can be achieved (setbacks shown on this plan refer to walls and kerbs of roads).
- 8.2 Apart from a new building on the church site itself, no new building should be closer than 15m from the School Church. A new church building on the church site should be no closer than 3m from the School Church and 5m from the 1880s church. A courtyard should be established between the buildings allowing each structure to stand alone.

9. DENSITY AND HEIGHT OF DEVELOPMENT

Specific objectives and recommendations:

- 9.1 The development on the Macarthur Anglican School site may range from houses on individual lots to townhouses or SEPP (State Environmental Planning Policy) 5 type development. Blocks of flats are not desirable in this context, unless well articulated to break down their bulk.
- 9.2 Any development should allow the church to be seen on the hill above surrounding buildings (refer to the attached Proposed Development Guidelines plan).
- 9.3 Denser or higher (up to 3 storeys) development should be restricted to the southern end of the Macarthur Anglican School site. This portion of the site is much lower than the northern end of the site.

10. ACCESS ROADS TO THE NEW DEVELOPMENT

Specific objectives and recommendations:

- 10.1 Access roads to the new development may be located as shown on the attached Proposed Development Guidelines plan for the site.

Tropman & Tropman Architects

Carwash 2 Richardson Road, Narellan
Heritage Impact Statement

Ref: 1643: HIS: 02
25th November 2016

- 10.2 There should be an access road between the proposed new development and the remnant forest on the western side of the site. This would provide a street front to the forest as well as protection for the development in case of bush fire.
- 10.3 There may be a road or path adjacent to the cemetery site, provided a 1.5m wide planting strip is maintained between the road or path and the cemetery fence. Large trees should not be planted along the cemetery fence as their roots are likely to disturb the graves and attendant structures. Preferably shrubs or small trees with non-invasive roots should be planted.
- 10.4 There needs to be sufficient space at the cemetery gate for people to gather before they enter.
- 10.5 There may be an access road provided in association with the pedestrian path linking the church to the cemetery. This road should allow for the curve of the path.
- 10.6 There may be an access road developed along the south-eastern edge of the police station site as indicated on the *Proposed Narellan Police Station Guidelines* (31 May 1999). This may connect through to Church Street or just provide access to parking and for deliveries to the site.

11. PARKING

Specific objectives and recommendations:

- 11.1 Car parking may be accommodated along the sides of the roads around the public open space on the corner of Camden Valley Way and Richardson Road between the trees, but preferably not within the primary view corridor. This parking may be at right angles to the road. The semi-rural qualities of street/road verges should be respected.
- 11.2 Additional parking may be accommodated around the police station site as indicated on the attached Proposed Development Guidelines plan, and may be at right angles to the road.
- 11.3 No parking should occur within the canopies of the existing trees adjacent to the church and the School Church. This would stress the trees.
- 11.4 The new parking provided around the park should be considered as suitable for use by the patrons of the church, as its activities tend to operate at times when the demand for parking for other activities in the area would be less.
- 11.5 Consideration could be given to providing parking under any new building on the church site.



PO Box 295
CAMDEN NSW 2570
Unit 19/151 Harley Road
SMEATON GRANGE NSW 2567

Phone: 46 490677

Mobile: 0418620718
Email: michael@michaelbrown.com.au
ABN 52 162 313 895

13 April 2017

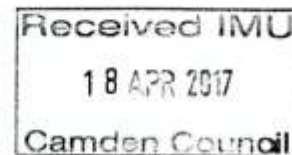
Your Ref: 17/44295

Our Ref: 83/16

The General Manager
Camden Council
37 Johns Street
Camden NSW 2570

Attention: Ms H Gilvear

Dear Hannah



RE: No 2 Richardson Road, Narellan - Planning Proposal - Response

Reference is made to Council's letter dated 27 March and the subsequent meeting held on 31 March 2017 to discuss this issues.

At the meeting it was discussed that the application cannot be supported due to non-compliance with Section 3.1.4 St Thomas Chapel, Narellan - View Corridors as stated in Camden Development Control Plan (DCP) 2011, as follows:

- No building, structures, signage, trees or shrubs are permitted within the primary view of corridors identified in *Figure B7 St Thomas Chapel Narellan - View Corridors*; and
- No development of the oval/open space fronting Camden Valley Way. These areas should be retained as open space and a view corridor.

At the meeting it pointed out that the provisions in the DCP were no longer applicable due to the location and the development of the Narellan Police Station Building and structures. In fact the structures and carparking now encroach within the primary view corridor. As discussed, the provisions of the DCP, in our opinion need to be amended and Mr Wilson agreed that there were elements of the controls that required the DCP to be reviewed.

It was indicated at the meeting that trees and shrubs that are currently within the primary view corridor were non-compliant with the above control. It was suggested that if Council wanted to be compliant with the control, then firstly it (the Council) should remove the trees within the footpath, as this is Council land and that it should serve an Order on the owner of the subject land to remove shrubs.

In our opinion this will not occur, as it is unlikely that Council will remove the trees due to the likely public uproar.

1

No 2 Richardson Road, Narellan

If one looks at the subject site, the only view corridor that remains is on the corner of Richardson Road and Camden Valley Way. This view corridor has been in place for a number of years, when the property was a public school, which was subsequently sold and a child care centre was constructed on part of the site. It is noted that the fence line is compliant with the primary view corridor.

The clear fact that the police station has now encroached upon the primary view corridor would suggest that the DCP needs to be amended to reflect what has been developed. To state that the police station was constructed, without Council approval, does not abrogate the clear fact that the structures, including carparking and fencing have now diminished the view corridor and that Council has a responsibility to amend the DCP accordingly. This is demonstrated by the attached aerial photograph.

The fact remains that this land is privately owned and is zoned for residential purposes. What the Council is doing is sterilising the land, but at the same time receiving rates from land, that according to the DCP has no development potential.

Clearly there is a case for Council to review the DCP and we respectfully request that Council, as part of the Planning Proposal amend the DCP to reflect the current situation, noting that the requirements were developed in 2003 and development of the police station has significantly impacted on the primary view corridor. A review would clearly indicate that the proposed carwash structure would not encroach within this corridor.

As such, we respectfully request that Council proceed with the Planning Proposal, with an amended DCP applying to the subject land.

Should you require clarification of any aspect of this correspondence please do not hesitate to contact me.

Sincerely yours,



M J BROWN
DIRECTOR
MICHAEL BROWN PLANNING STRATEGIES PTY LTD



ORD03

Attachment 1

Submissions Table - 2 Richardson Road, Narellan

Ref No.	Issue/Comment	Response
Submission 1		
1.01	Not in Accordance with the St Thomas Anglican Church and School Church Conservation Plan – "no building, no structures, no signage, no trees, no shrubs within the primary view corridor	The Conservation Management Plan (CMP) prepared by Paul Davies Pty Ltd in July 2000 identifies a primary view corridor on the subject land which should be clear of all built structures. The current proposal does not comply with the CMP for the St Thomas Group heritage items.
1.02	Concern over access and distance to traffic lights on the corner, and increased danger to pedestrians and school children.	No detailed traffic advice has been received in conjunction with the proposal at this stage. A preliminary assessment has identified concerns with the proposed access and egress arrangements for the site.
Submission 2		
2.01	Allowing a carwash or any other building in this location will cut the view of the historic church	The Conservation Management Plan (CMP) prepared by Paul Davies Pty Ltd in July 2000 identifies a primary view corridor on the subject land which should be clear of all built structures. The current proposal does not comply with the CMP for the St Thomas Group heritage items.
2.02	Concerns regarding the entry/exit location near the intersection of	No detailed traffic advice has been received

Ref No.	Issue/Comment	Response
	Camden Valley Way and Richardson Road	in conjunction with the proposal at this stage. A preliminary assessment has identified concerns with the proposed access and egress arrangements for the site.
2.03	<p>Planning Proposal Page 22 – Concerns regarding the provision of a traffic study "post gateway"</p> <p>Some of the pictures within the draft planning proposal are deceptive and quite old:-</p> <p>Heritage Impact Statement</p> <ul style="list-style-type: none"> Page 7 Drawing shows Graham Hill Rd and Richardson Rd aligning – this is incorrect. Page 7 Identification of "Public Open Space" this is incorrect 	Noted Noted The land is not public open space, and is in private ownership.
Submission 3		
3.01	<p>Concerns regarding vehicular access close to the existing busy intersection.</p> <p>Concerns regarding conflict between adjacent uses i.e. school and childcare and traffic accessing and exiting the subject site.</p>	No detailed traffic advice has been received in conjunction with the proposal at this stage. A preliminary assessment has identified concerns with the proposed access and egress arrangements for the site.
3.02	Impact on the primary view corridor from Camden Valley Way	The Conservation Management Plan (CMP) prepared by Paul Davies Pty Ltd in July 2000 identifies a primary view corridor on the subject land which should be clear of all built structures.

Ref No.	Issue/Comment	Response
		<p>The conservation plan identified both the St Thomas Church (1884) and Church School (1839) buildings, as having heritage significance. These two buildings are amongst the few remaining elements of the original Narellan Township. The conservation plan also identified the high aesthetic values associated with the prominent position of the sites and the relationship to the former Cowpasture Road and surrounding district.</p> <p>The current proposal does not comply with the CMP for the St Thomas Group heritage items.</p>
3.03	Concerns regarding potential health concerns of car exhaust fumes from the development on the childcare centre	Noted, the planning proposal does not address health concerns in conjunction with this proposal.
3.04	Recommends that Council acquire the subject site as community open space.	There are no plans to acquire the subject land for public open space. The current planning controls allow for the retention of the land in private ownership and protection of key heritage and visual outcomes.
Submission 4		
4.01	<p>The open space on the corner of Camden Valley Way and Richardson Rd are significant elements of the historic township of Narellan and should be conserved as such.</p> <p>No development should occur on the land at the corner of Camden Valley Way and Richardson Road</p>	<p>The Conservation Management Plan (CMP) prepared by Paul Davies Pty Ltd in July 2000 identifies a primary view corridor on the subject land which should be clear of all built structures. This includes the open space on the corner of CVW and Richardson Road.</p> <p>The current proposal does not comply with the CMP for the St Thomas Group heritage items.</p>

Ref No.	Issue/Comment	Response
4.02	The land between CVW and the existing building line of Narellan Public School should be retained and used as public open space, visually linking the church buildings to the town of Narellan.	There are no plans to acquire the subject land for public open space. The current planning controls allow for the retention of the land in private ownership and protection of key heritage and visual outcomes.
4.03	The Heritage Impact Statement submitted with the proposal is minimalistic and its assessment of heritage values questionable. There is insufficient evidence presented in the HIS to support an amendment to the LEP.	Noted.
4.04	Not in accordance with the existing Conservation Plan or Council's DCP.	Camden DCP 2011 contains the recommended controls from the CMP (Davies 2000). The CMP identifies a primary view corridor from the group of church buildings to the corner of CVW and Richardson Road. The proposal is not in accordance with the CMP or DCP.
4.05	The proposed development exacerbates, not excuses the impact of the Police Station development – it should never be used as a precedent.	The Planning Proposal must be considered on its planning merit as lodged.
4.06	A carwash would clearly detract from the semi-rural setting and would do nothing towards interpretation of the early history of Narellan.	Noted.
4.07	Concerns regarding traffic impacts of the proposed development.	No detailed traffic advice has been received in conjunction with the proposal at this stage. A preliminary assessment has identified concerns with the proposed access and egress arrangements for the site.
4.08	Concerns regarding potential health impacts on adjacent school students from increase in car emissions.	Noted, the planning proposal does not address health concerns in conjunction with this proposal.

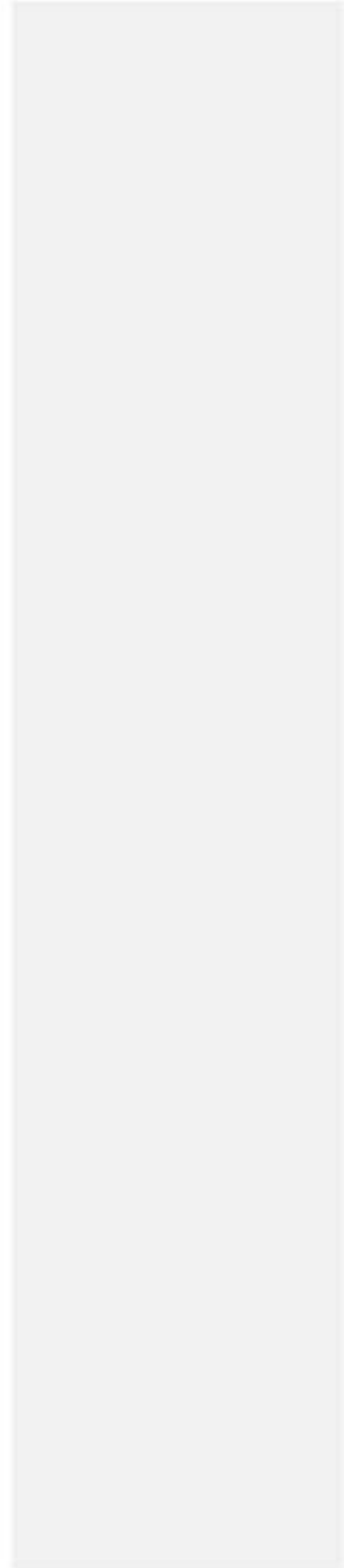
Ref No.	Issue/Comment	Response
Submission 5		
5.01	Concern raised at the impact of the proposed development on the ongoing use and financial viability of the church for events that contribute towards the funding of restoration works for both the Church and School Church buildings.	Noted.
5.02	Impact on property values within the heritage precinct	Noted.
5.03	Concerns regarding impact on the historical context and view corridors	The Conservation Management Plan (CMP) prepared by Paul Davies Pty Ltd in July 2000 identifies a primary view corridor on the subject land which should be clear of all built structures. This includes the open space on the corner of CWV and Richardson Road. The current proposal does not comply with the CMP for the St Thomas Group heritage items.
5.04	Proposed amendment to LEP diminishes the objectives of the Conservation Management Plan applying to the St Thomas Precinct.	The current proposal does not comply with the CMP for the St Thomas Group heritage items.
5.05	The proposal is clearly in direct conflict to the Part B3.1.4 of the DCP 2011 <ul style="list-style-type: none"> • Compromises the open space and semi rural nature of the setting • Establishes non –permitted structures within the view corridor • Diminishes the relationship between Narellan Hotel and the Church • Impact on the open space fronting Camden Valley Way Concerns regarding the Heritage Impact Statement prepared by Tropman and Tropman.	Noted. The proposal is not in accordance with the CMP or Camden DCP 2011.
5.06	<ul style="list-style-type: none"> • The HIS identifies that the subject site is not listed in the 	The land subject to the Planning Proposal is not part of the heritage listing for the St

Ref No.	Issue/Comment	Response
	<p>Camden LEP – The St Thomas Group is listed as a heritage item in addition the St Thomas Group is identified as an area of European Heritage at section B3.1.4 of Camden DCP.</p> <ul style="list-style-type: none"> The HIS includes photos that show that structures associated with the police station are in the primary view corridor – The development of the Police Station was under State Government Critical Infrastructure and as such was subject to different requirements and should therefore not be used as a precedent. The HIS identifies "the proposed carwash design is modest and similar to the existing police station in regards to height mass and scale." – The Narellan Police Station should not be considered as a precedent. Any development within the identified view corridors will have a negative impact and is contrary to the Camden DCP requirements. The HIS identifies " the carwash building proposal utilises the existing unused space at the northeast corner of the site" – The report clearly fails to recognise the significance of the open space at the corner of CVW and Richardson Road in preserving the setting and linkages to the Narellan Hotel and Narellan Public School. The proposal will have a negative impact and are contrary to the objective of the Camden DCP to retain the open space. The HIS identifies that the proposal will "improve the appearance of the proposed and existing site" – Improving the appearance of the site does not justify this proposal. The current open space conserves the semi-rural setting in a way landscaping cannot. The HIS identifies that "the proposed works are reasonable and positive with no impacts on the street frontage – The report fails to recognise the significant historic facts in 	<p>Thomas Group heritage items. The site is however in the vicinity of the listed St Thomas Group items and has specific development controls within the Camden DCP 2011 to protect the items.</p> <p>Noted.</p> <p>The Planning Proposal must be considered on its planning merit as lodged..</p> <p>Noted.</p> <p>Noted.</p> <p>Noted.</p>

Ref No.	Issue/Comment	Response
	<p>relation to this precinct.</p> <ul style="list-style-type: none"> <li data-bbox="400 779 501 1420">• The HIS identifies that "the works are subservient to the existing building and its surrounding" – By locating in the view corridors the proposed building assume dominance of the St Thomas Group <li data-bbox="523 779 624 1420">• The HIS identifies that "the proposed works are considered to be sympathetic and minor in nature" – the proposed development is unsympathetic to the St Thomas group in size, form and design. <li data-bbox="646 779 746 1420">• The HIS identifies "that the proposal generally complies with the Camden DCP and LEP". This is wrong, the proposal is in direct conflict with the DCP. 	<p>Noted</p> <p>Noted</p> <p>Noted. The Planning Proposal is not in accordance with the Camden DCP 2011.</p> <p>The proposal seeks to amend the CLEP 2010 to enable compliance.</p>
5.07	The current zoning does not allow for the proposed use.	Noted. No detailed traffic advice has been received in conjunction with the proposal at this stage. A preliminary assessment has identified concerns with proposed access and egress arrangements for the site.
5.08	Traffic Management – It is noted that there is no information provided in relation to traffic management. Concerns raised regarding traffic management and parking impacts.	Noted. The Planning Proposal provided by the proponent does not address potential noise impacts.
5.09	Concerns raised regarding the potential impact of noise on the St Thomas Precinct and the lack of consideration in the documentation.	The Planning Proposal must be considered on its planning merit as lodged.
5.10	Concerns raised regarding existing non-compliances with the existing Childcare site	



**PAYMENT OF
EXPENSES &
PROVISION OF
FACILITIES TO THE
MAYOR &
COUNCILLORS
POLICY
P3.0111.3**



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P3.0111.3 Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy
Adopted by Council/ELG date:

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PAYMENT OF EXPENSES & PROVISION OF FACILITIES

DIVISION: CUSTOMER & CORPORATE STRATEGY

BRANCH: GOVERNANCE & RISK

Policy summary

This policy enables the reasonable and appropriate reimbursement of expenses and provision of facilities to councillors to help them undertake their civic duties.

It ensures accountability and transparency, and seeks to align Councillor expenses and facilities with community expectations. Councillors must not obtain private or political benefit from any expense or facility provided under this policy.

The policy has been prepared in accordance with the *Local Government Act 1993* (the Act) and *Local Government (General) Regulation 2005* (the Regulation), and complies with the Office of Local Government's Guidelines for the payment of expenses and provision of facilities to Mayors and Councillors in NSW.

The policy sets out the maximum amounts Council will pay for specific expenses and facilities. Expenses not explicitly addressed in this policy will not be paid or reimbursed.

The main expenses and facilities are summarised in the table below. All monetary amounts are exclusive of GST.

Monetary limits

Expense or facility	Maximum amount	Frequency	Policy clause
General travel expenses	Private vehicle use - rates set out in Local Government State Award	Per year	6.1
Interstate, overseas and long distance intrastate travel expenses	N/A Council resolution required to approve travel and all expenses to be personally funded (or paid from the Councillor's annual allowance)	As required	6.2
Accommodation	To be personally funded (or paid from the Councillor's allowance) if for a conference; if for a civic event and appropriate approval is sought,	As required	6.4

P3.0111.3 Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy
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Expense or facility	Maximum amount	Frequency	Policy clause
	accommodation costs may be reimbursed by Council		
Professional development	Expenses for professional development are allocated within the annual budget	Per year	6.6
Conferences and seminars	To be personally funded (or paid from the Councillor's allowance)	As required	6.7
Information and communications technology (ICT) expenses	<p>The Mayor and Councillors are provided with the below options:</p> <ul style="list-style-type: none"> • A tablet device up to \$1,200 (excl GST) • Desktop computer device or mobile computer device (laptop) up to \$2,000 (excl GST) • Mobile phone up to \$1,000 (excl GST) • Multi function printer up to \$450 (excl GST) • Mobile computer device data charges up to \$50 (incl GST) • Mobile phone up to \$200 (incl GST) call charges 	<p>Per year term</p> <p>Per month</p>	6.8
Carer expenses	Up to \$31,0095 per hour per Councillor	Per year	6.9
Home office expenses, facilities and stationery	\$500 per Councillor	Per year	6.10 & 9.2
Access to facilities in a Councillor common room	Provided to all Councillors	Not relevant	9.1
Council vehicle and fuel card	Not relevant	Not relevant	10.1
Reserved parking space at Council offices	Provided to the Mayor	Not relevant	10.1
Furnished office	Provided to the Mayor	Not relevant	10.1
Number of staff supporting Mayor and Councillors	In addition to the support provided to Councillors, secretarial support is provided to the Mayor.	Not relevant	9.3

Additional costs incurred by a Councillor in excess of these limits are considered a personal expense that is the responsibility of the Councillor.

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Councillors must provide claims for reimbursement within three months of an expense being incurred. Claims made after this time cannot be approved.

Detailed reports on the provision of expenses and facilities to Councillors will be reported as required by legislation, publicly tabled at a Council meeting every six months and published in full on Council's website. These reports will include expenditure summarised by individual Councillor and as a total for all Councillors.

Comment [CW1]: Deleted OLG wording.

Part A – Introduction

1. INTRODUCTION

- 1.1 The purpose of this policy is to:
 - Ensure that there is accountability and transparency in the reimbursement of expenses incurred, or to be incurred, by Councillors; and
 - Clearly state the facilities and support that are available to Councillors to assist them in fulfilling their civic duties.
- 1.2 Expenses and facilities provided by this policy are in addition to fees paid to Councillors. The minimum and maximum fees a council may pay each Councillor are set by the Local Government Remuneration Tribunal as per Section 241 of the Local Government Act 1993 and reviewed annually.
- 1.3 The community is entitled to know the extent of expenses paid to Councillors, as well as the facilities provided.
- 1.4 Council staff are empowered to question or refuse a request for payment from a Councillor when it does not accord with this policy.
- 1.5 Within the first 12 months of each term of Council, this policy must be adopted, even if the proposed changes that are considered 'not substantial' are proposed. The required annual initial adoption of this policy must still be subject to the public notification process outlined above and allow at least 28 days for public submissions.
- 1.6 At any time, other than the required annual adoption of this policy within the first 12 months of each term of Council of this policy, if the proposed amendment is not substantial then Council is not required to provide public notice. The term 'not substantial' should be taken to mean minor changes to the wording of the policy, or changes to monetary provisions or rates that are less than five (5) per cent. It also means minor changes to the standard of the provision of equipment

P3.0111.3 Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy Adopted by Council/ELG date:

Next Review Date: Within 12 months of the next ordinary elections TRIM #:

and facilities. Any new category of expenses, facilities and equipment included in the policy will require public notice.

This document is to be referred to as the 'Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy'.

The policy will commence from 24 November, 2015.

The policy comprises four parts, being:

- **Part 1 Introduction - defines key terms and describes the legislative and reporting requirements that prescribe the policy's purpose, objectives and scope;**
- **Part 2 Payment of Expenses - describes the general and specific provisions and the circumstances and Council procedures related to the payment of allowable expenses;**
- **Part 3 Provision of Facilities - outlines the general and specific provisions, circumstances concerning Councillor use of Council facilities and resources; and**
- **Part 4 Other Matters - provides guidance on issues related to Councillor acquisition, and return, of facilities and dispute resolution.**

This policy is made under sections 252-254 of the *Local Government Act 1993* ('the Act'), section 403 of the *Local Government (General) Regulation 2005*, and in accordance with the Guidelines issued by the then-Division of Local Government (October 2009) under section 23A of the Act. The Act requires that the Council must annually adopt a policy concerning the payment of expenses incurred or to be incurred by, and the provision of facilities to, the Mayor and Councillors in relation to discharging the functions of civic office.

The *Local Government Act 1993* ('the Act') requires Council to review and submit its policy to the Director-General of the Office of Local Government within 28 days of adoption by the Council, even if it proposes to adopt an unchanged policy. Current policies must be submitted by 30 November each year.

Before adopting or amending this policy, the Council must give public notice of its intention and allow at least 28 days for public submissions. Any public submissions received will be considered, and appropriate changes made, prior to the adoption of the policy.

Comment [DT2]: Either no longer applicable or not in line with the OLG template and layout

Comment [DT3]: Refer 1.5

P3.0111.3 Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy
Adopted by Council/ELG date:

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2. POLICY OBJECTIVES

2.1 The objectives of this policy are to:

- enable the reasonable and appropriate reimbursement of expenses incurred by Councillors while undertaking their civic duties;
- enable facilities of a reasonable and appropriate standard to be provided to Councillors to support them in undertaking their civic duties;
- ensure accountability and transparency in reimbursement of expenses and provision of facilities to Councillors;
- ensure facilities and expenses provided to Councillors meet community expectations;
- support a diversity of representation; and
- fulfil Council's statutory responsibilities.

2.2 This policy applies equally to the Mayor and all Councillors.

3. PRINCIPLES

3.1 Council commits to the following principles:

- **Proper conduct:** Councillors and staff acting lawfully and honestly, exercising care and diligence in carrying out their functions;
- **Reasonable expenses:** providing for Councillors to be reimbursed for expenses reasonably incurred as part of their role as Councillor;
- **Participation and access:** enabling people from diverse backgrounds, underrepresented groups, those in carer roles and those with special needs to serve as a Councillor;
- **Equity:** there must be equitable access to expenses and facilities for all Councillors;
- **Appropriate use of resources:** providing clear direction on the appropriate use of Council resources in accordance with legal requirements and community expectations; and
- **Accountability and transparency:** clearly stating and reporting on the expenses and facilities provided to Councillors.

4. PRIVATE OR POLITICAL BENEFIT

4.1 Council will provide facilities, equipment and services that are appropriate to support the Mayor and Councillors in undertaking the role of elected members.

4.2 Councillors should not obtain private benefit from the reimbursement of expenses, provision of equipment and facilities, nor from travel bonuses or any other loyalty schemes.

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- 4.3 It is acknowledged that incidental use of council equipment and facilities may occur from time to time. Such incidental private use is not subject to compensatory payment.
- 4.4 Where more substantial private use occurs, Councillors will be expected to make a payment to cover the level of private use. This payment will be made on a full cost recovery basis.
- 4.5 Councillors must be scrupulous in their use of Council property, including intellectual property, official services and facilities and should not permit misuse by any other person or body.
- 4.6 Councillors should avoid any action or situation, which could create the appearance that Council property, official services or public facilities are being improperly used for their benefit or the benefit of any other person or body.
- 4.7 Councillors must not convert any property of the Council to their own use unless properly authorised.
- 4.8 Council facilities, equipment and services are not to be used to produce election material or for any other political purposes. Councillors should not generally obtain private benefit from the provision of equipment or facilities, nor from any travel bonus or other such loyalty scheme.
- 4.9 The interests of a Councillor in their re-election is considered to be a personal interest and as such the reimbursement of travel expenses incurred on election matters is not appropriate. Council letterhead, council crests and other information that could give the impression it is official council material must not be used for these purposes.

Part B – Expenses

5. GENERAL EXPENSES

- 5.1 Council is committed to ensuring that Councillors are reimbursed for expenses reasonably incurred in their role of Councillor so that they are not financially or otherwise disadvantaged in undertaking their civic duties.
- 5.2 To ensure consistency and transparency all expenses and costs claimed must be done so in accordance with the requirements of this policy.

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5.3 For the purpose of clarity, it is noted that Councillor-related business refers to functions and duties that Councillors are required to undertake to fulfill their legislated role and responsibilities for Council that should result in a direct benefit for Council and/or the local government area.

5.4 Expenses not explicitly addressed in this policy will not be paid or reimbursed.

Any expenses for Councillors attending conferences, including travel to the conference venue, registration costs and incidental conference costs, will not be reimbursable under this Policy. Instead, Councillors are to personally fund (or utilise their Councillor annual allowance) any expenses incurred with respect to conference attendance.

Comment [DT4]: Refer to 6.7.4

Any expenses claimed for other meetings must be related to representing Council at official or ceremonial functions or Council related meetings as set out in this policy and in carrying out the civic duties of a Councillor.

Comment [DT5]: Refer to 6.7.8 and 5.3

For the purpose of clarity, a conference typically involves registration costs, accommodation, travel to and from the conference, sustenance and incidental costs such as taxi fares, telephone calls, etc.

Comment [DT6]: Refer to 6.7.5

This restriction on reimbursement for conferences does not apply to other Council related meetings. Examples of such other meetings may include external committee meetings, MACROC meetings, civic and ceremonial functions, citizenship ceremonies, Australia Day ceremonies, community group events and Chamber of Commerce meetings which relate to the interests of the local government area.

Comment [DT7]: Refer to 6.7.5

6. SPECIFIC EXPENSES

6.1 General travel arrangements and expenses

6.1.1 All travel by Councillors should utilise the most direct route and the most practicable and economical mode of transport subject to any personal medical conditions.

6.1.2 Councillors will be reimbursed for travel expenses incurred relating to Council business and/or representing Council at civic events, ceremonial functions and Council related meetings. Reimbursement may include the use of a private motor vehicle, public transport, taxi, parking fees and road tolls.

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- 6.1.3 Councillors using private vehicles will be paid the mileage allowance at the then-current rate set by the appropriate Local Government State Award, but subject to any such payment not exceeding economy class air fares to and from the particular destination. The mode and method of transportation to be used shall be agreed with the Mayor (or Deputy Mayor in case of a claim by the Mayor) and the General Manager prior to the travel taking place, and where possible Councillors should attempt to travel with other representatives from Council in order to minimise costs.
- 6.1.4 For the purposes of clarification in this policy, the ACT is taken to be included as part of NSW due to the proximity and ease of travel.

6.2 Interstate, overseas and long distance intrastate travel expenses

- 6.2.1 Full Council resolution approval is required prior to any interstate or overseas travel being undertaken by Councillors (excluding travel to ACT which may be authorised by the Mayor and General Manager approval). The report to Council should include all details of the travel, including itinerary, expected costs and expected benefits. Travel will be approved on an individual trip basis.
- 6.2.2 Council will not undertake any overseas travel unless a direct and tangible benefit for Council and the local community can be established.
- 6.2.3 Any costs incurred relating to interstate or overseas travel for Council business are to be personally funded (or paid from the Councillor's annual allowance).
- 6.2.4 Before a proposal for overseas travel is approved, a detailed proposal, including nomination of the Councillor(s) undertaking the trip, purpose of the trip, expected benefits, duration, itinerary and approximate detailed costs, will be furnished to Council as part of the Council Business Paper.
- 6.2.5 After returning from overseas, Councillors or an accompanying member of staff will provide a detailed report to a meeting of Council on the aspects of the trip relevant to council business and/or the local community.
- 6.2.6 Councillors wishing to extend their stay in a destination they have visited for Council purposes, or to travel to an alternative location, will require the prior approval of the Mayor (or the Deputy Mayor in the case of a claim by the Mayor) and the General Manager. In such instances Councillors should recognise that Council's responsibility for their travel ends when the business activity ends and not when they return home. Any additional costs incurred following the completion of the business

activity, including accommodation, are not considered to be reimbursable expenses.

- 6.2.7 Bookings for approved air travel are to be made through the General Manager's office.
- 6.2.8 For interstate and long distance intrastate journeys by air of less than three hours, the class of air travel is to be economy class.
- 6.2.9 For journeys by air of more than three hours, the class of air travel may be premium economy.

6.3 Travel expenses not paid by Council

- 6.3.1 Under this policy, Councillors are personally responsible for all administrative charges for road toll accounts and traffic or parking fines incurred while travelling in private or Council vehicles on Council business.

6.4 Accommodation and meals

- 6.4.1 Councillors are to personally fund (or use their Councillor annual allowance) any accommodation costs incurred as a result of conference attendance.
- 6.4.2 In the rare occasion that accommodation is required as part of a civic event, ceremonial function or other Council related meeting, accommodation costs may be reimbursed by Council subject to approval by the General Manager and Mayor (or Deputy Mayor in the case of a claim by the Mayor).

6.4.3 The daily limits for accommodation and meal expenses within Australia are to be consistent with those set out in Part B Monetary Rates of the NSW Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as adjusted annually.

6.4.4 The daily limits for accommodation and meal expenses outside Australia are to be determined in advance by the General Manager, being mindful of Clause 6.4.3.

6.4.5 Councillors will not be reimbursed for alcoholic beverages.

Comment [CWS]: Deleted OLG wording.

6.5 Refreshments for Council-related meetings

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6.5.1 Appropriate refreshments will be available for Council meetings, Council Committee meetings, Councillor briefings, approved meetings and engagements, and official Council functions as approved by the General Manager.

6.5.2 As an indicative guide for the standard of refreshments to be provided at Council related meetings, the General Manager must be mindful of Part B Monetary Rates of the NSW Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as adjusted annually.

Comment [CW9]:
Deleted OLG wording.

6.6 Professional development

6.6.1 Council provides an amount in the annual budget for 'Councillor **Professional Development Training and Education**' expenses to support and encourage active learning and skill development. **Expenses for this item are limited to the annual budget allocation in any one year and are separate to this policy.** Payment of additional expenses/costs in relation to such training will be as per this policy.

6.6.2 In the first year of a new council term, Council will provide a comprehensive induction program for all Councillors which considers any guidelines issued by the Office of Local Government (OLG). The cost of the induction program will be in addition to the ongoing professional development funding.

6.6.3 Annual membership of professional bodies will only be covered where the membership is relevant to the exercise of the Councillor's civic duties, the Councillor actively participates in the body and the cost of membership is likely to be fully offset by savings from attending events as a member.

6.6.4 Approval for professional development activities is subject to a prior written request to the General Manager outlining the:

- details of the proposed professional development
- relevance to Council priorities and business
- relevance to the exercise of the Councillor's civic duties.

6.6.5 In assessing a Councillor request for a professional development activity, the General Manager must consider the factors set out in Clause 6.6.4, as well as the cost of the professional development in relation to the Councillor's remaining budget.

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6.7 Conferences and seminars

- 6.7.1 Councillors are encouraged to attend conferences as a formal representative of Council as part of discharging their functions of civic office.
- 6.7.2 Requests to attend conferences interstate or overseas must be approved by a Council resolution prior to attendance. The report to Council should outline the benefits of attendance by the Councillor.
- 6.7.3 The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager may approve attendance by Councillors at conferences within the State (ACT is taken to be included as part of NSW due to the proximity and ease of travel) without the need for Council resolution.
- 6.7.4 Any costs incurred relating to conference attendance, including registration fees, transport to and from the conference, accommodation, official lunches and dinners relevant to the conference and incidental expenses are to be personally funded (or paid from the Councillor's annual allowance) and are not reimbursable under this Policy.
- 6.7.5 For the purpose of clarity, the definition of a 'conference' relates to a formal meeting designed for consultation, exchange of information or discussion. Typically, conferences will involve registration costs, accommodation, travel to and from the conference, sustenance and incidental costs such as taxi fares, telephone calls, etc.
- 6.7.6 The conferences, and training and development opportunities, that Councillors will generally attend are:
- (a) Local Government NSW Annual Conference;
 - (b) special 'one-off' conferences called by Local Government NSW;
 - (c) annual conferences and seminars of the major professions in Local Government; and
 - (d) seminars which assist Councillors in increasing their awareness and improving their understanding of their legal & other obligations and responsibilities as elected representatives.
- 6.7.7 Any Councillor who does attend a conference must report back to Council with a full written report on the beneficial aspects of the conference. A report may be submitted via a mayoral minute, a notice of motion or a memorandum via the General Manager. One report may be submitted on behalf of a number of Councillors in attendance.

- 6.7.8 It is noted that this restriction on reimbursement for conferences does not apply to other Council related meetings. Examples of such other meetings may include external Committee meetings, MACROC meetings, civic and ceremonial functions, citizenship ceremonies, Australia Day ceremonies, ceremonial functions, community group events and Chamber of Commerce meetings relating to the interests of the local government area.

6.8 Information and communications technology (ICT) expenses

- 6.8.1 Council will provide a mobile phone for use in order to carry out the Councillor's civic functions and responsibilities **as provided in this policy under 'Provision of Equipment' below**. Call charges and mobile phone data usage costs incurred for Council related business will be **processed reimbursed** in accordance with **the monetary limits table within this policy subject to increases in the Consumer Price Index (CPI) (Sydney All Groups) figures for the full year to 30 June Annexure B per month (inclusive of GST)**. Councillors are responsible for disclosing any personal calls made on their monthly statement and are to reimburse Council for such personal calls accordingly.
- 6.8.2 Council will provide the following equipment to Councillors, if requested, subject to the reimbursement of expenses **in accordance with the monetary limits table within limitations mentioned elsewhere in this policy subject to increases in the Consumer Price Index (CPI) (Sydney All Groups) figures for the full year to 30 June:**
- mobile phone (standard as provided to staff), **Blackberry or smart-phone with internet and email capability;**
 - computer desktop computer device equipment or laptop mobile computer device** (standard as provided to staff) and a **wireless capable printer/fax multi-function machine with router, together with printer cartridges and replacements consumables as needed;**
 - a tablet iPads** will be provided to Councillors **and areas** the preferred mechanism for distribution of Council's Business Paper; and

Council will also provide necessary ongoing maintenance to ensure all Council issued technology equipment is operational, and printer cartridges and consumables as needed.

- internet and iPad data usage for Council related business up to the value of in accordance with Annexure B per month (inclusive of GST).**

Comment [DT10]: Refer to 6.8.1

6.8.3 Council provides **three (3) options** for Councillors to the use **iPads of ICT devices** for Council related business (as per Council's '**iPad Usage Policy**' '**Acceptable Use of Technology and Systems Policy**'). **as follows:**

- (a) a Council-issued iPad;
- (b) bring-your-own-iPad, where Councillors wish to use their own personal iPad for Council related business; and
- (c) provision of a SIM card where Councillors chose to use their own personal iPad for Council related business.

6.8.4 In the case of a Councillor using their own personal iPad for Council related business, Council will reimburse data usage costs relevant to Council business, in accordance with the monetary limits table within this policy.

6.8.5 If a Councillor decides to use their own personal mobile phone for Council related business, Council will reimburse an amount in accordance with the monetary limits table within this policy for Council related business call costs and mobile phone data usage costs. Call charges associated with private use must be met by the Councillor.

It is expected that where Councillors use Council issued iPads or Council issued SIM cards, that the iPads are used primarily for Council related business.

Comment [DT11]: Refer 6.8.3

Council will reimburse an amount up to in accordance of Annexure B per month (inclusive of GST) to Councillors for internet usage incurred primarily for Council related business. It is noted that where the same internet plan is used for internet and iPad connection, Council will only reimburse up to the value of Annexure B (inclusive of GST) in total.

Comment [DT12]: Refer 6.8.4 and 6.8.5. Finance has advised that there have never been any claims for internet use and IT confirmed that the internet usage is all on Council supplied devices

6.8.6 Councillors must complete a 'Councillor Travel and/or Expense Claim Form' for each billing period in relation to telecommunication charges associated with Council related business. All claims for reimbursement for phone, iPad and internet costs must be made within **one** three months of the date of the provider's invoice. Any amounts exceeding the limit must be approved for payment by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.

If an individual landline is installed to the Councillor's premises, Council will reimburse in accordance with Annexure B per month (inclusive of GST) to cover line rental as well as call charges for Council related business. Call charges associated with private business must be met by the Councillor.

Comment [DT13]: No landlines installed – all business completed on Council-issued devices.

6.9 Special requirement and carer expenses

- 6.9.1 Councillors will be reimbursed for the reasonable cost of care arrangements including child care expenses and the care of immediate family members who are elderly, disabled and/or sick in order to allow Councillors to attend Council and other official meetings/functions or to attend to their responsibilities and duties as a Councillor. Carer costs will be paid to cover the period 30 minutes prior to the scheduled commencement time of the meeting/function and one hour after the conclusion of the meeting/function.
- 6.9.2 The rate of reimbursement for care will be up to **\$31.00 per hour** the amount in accordance with the monetary limits table within this policy, or as varied by Council from time to time, payable on the provision of receipts or a declaration by the Councillor for such payments ('Councillor Travel and/or Expense Claim Form'), within **1 three months** of the period being claimed. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of care and other related expenses.

6.10 Home office expenses

- 6.10.1 Each Councillor may be reimbursed, **up to in accordance with the monetary limits table within this policy**, per year for costs associated with the maintenance of a home office, such as minor items of consumable stationery **and printer ink cartridges**.

6.11 Spouse and Partner Expenses

- 6.11.1 Where a Councillor is accompanied to a civic event, ceremonial function, conference or Council related meeting by a spouse/partner, costs incurred for the attendance of the spouse/partner shall be the responsibility of the Councillor. These costs relate to travel, partner's programme and out of pocket expenses.
- 6.11.2 There may be limited instances where certain costs incurred by a Councillor on behalf of their spouse/partner are properly those of the Councillor expended in the performance of civic duties. Accordingly, Council will reimburse reasonable expenses in attending these functions and meetings. Such functions could include those which a Councillor's spouse/partner would be reasonably expected to attend such as Council civic and ceremonial receptions, Australia Day ceremonies or, on occasion, citizenship ceremonies.

Comment [DT14]: This is not in the OLG template however it was covered in the existing Council policy.

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- 6.11.3 Any further expenses incurred in relation to spouses/partners will not be reimbursed by Council. For the purposes of clarification, costs for a spouse/partner attending a conference and ancillary conference costs are not reimbursable under this policy.
- 6.11.4 Outside of these provisions, the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager may approve payment for the attendance of a spouse/partner as part of a Council group booking to a local charity event or similar function as may occur from time to time.

7. INSURANCES

- 7.1 Councillors will receive the benefit of insurance cover to the limit specified in Council's insurance policies for the following matters arising out of the performance of their civic duties and/or exercise of their council functions:
- (a) Public Liability – public liability and professional indemnity insurances apply in relation to claims arising out of a Councillor's (alleged) negligent performance of civic duties or exercise of their functions as a Councillor, subject to any limitations or conditions set out in the policy.
 - (b) Professional Indemnity – for matters arising out of a Councillor's performance of civic duties or exercise of functions provided the performance or exercise of the relevant civic duty or function is, in the opinion of Council, bona fide and/or proper.
 - (c) Personal accident – coverage where personal injury occurs whilst on Council business Australia wide.
- 7.2 Travel insurance, if considered appropriate, for any approved overseas travel on Council business is to be personally funded (or paid from the Councillor's annual allowance).

8. LEGAL ASSISTANCE

- 8.1 Council may, by way of resolution specifying the amount involved, indemnify or reimburse the reasonable legal expenses:
- (a) of a Councillor defending an action arising from the performance in good faith of a function under the *Local Government Act 1993* or any other Act for and on behalf of Council; or
 - (b) of a Councillor defending an action in defamation provided the statements complained of were made in good faith in the course of exercising a function under the *Local Government Act 1993*; or

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(c) of a Councillor for proceedings before the Local Government Pecuniary Interest Tribunal, the Independent Commission Against Corruption, Office of Ombudsman, Office of Local Government, Department of Premier and Cabinet, NSW Police Force, Director of Public Prosecutions or Council's Conduct Review Committee / Reviewer, provided, the subject of the proceedings arises from the performance in good faith by the Councillor of a function under the *Local Government Act 1993*.

- 8.2 If points 8.1(a), (b) or (c) have been satisfied, Council will reimburse the reasonable legal expenses only if the enquiry, investigation, hearing or proceedings taken against a Councillor results in a finding substantially favorable to the Councillor.
- 8.3 In addition, the amount of such reimbursement shall be reduced by the amount of any monies that may be or are recouped by the Councillor on any basis.
- 8.4 Legal costs will not be met for legal proceedings that do not involve a Councillor performing their role as a Councillor.
- 8.5 Council must not meet the legal costs of legal proceedings initiated by a Councillor under any circumstance.
- 8.6 Council must not meet the legal costs of a Councillor seeking advice in respect of possible defamation or in seeking a non-litigious remedy for possible defamation.
- 8.7 No legal expenses may be incurred by a Councillor without the express resolution of Council prior to the expense being incurred.

Part C – Facilities

9. GENERAL FACILITIES FOR ALL COUNCILLORS

9.1 Facilities

9.1.1 Council will provide the following facilities to Councillors to assist them to effectively discharge their civic duties:

- (a) a Councillors' Room is provided in the Council Offices to assist Councillors in dealing with resident and ratepayer matters and Council business generally; **and**
- (b) Councillors' letter-head;**
- (c) sustenance is only provided to Councillors at**

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Comment [CW15]: Refer to 6.5.3 re refreshments

Comment [DT16]: Refer to 9.2.1

Council/Committee meetings. Meals are provided at civic functions and the like for Councillors and/or partners; and
(d)(b) the provision of an Executive Development & Support Coordinator**Executive Services Coordinator** to assist and support Councillors.

9.2 Stationery

9.2.1 Council will provide the following stationery to Councillors each year **in accordance with the monetary limits within this policy:**

- letterhead, to be used only for correspondence associated with civic duties;
- business cards;
- **up to** ordinary postage stamps;
- **up to** Christmas or festive cards**for Councillors and [insert] for the Mayor.**

9.2.2 As per Section 4, stamps shall only be used to support a Councillor's civic duties. Councillor mail will only be posted using the stamps provided. Any stamps not used will not be carried over to the next year's allocation.

9.3 Administrative support

9.3.1 Council will provide administrative support to Councillors to assist them with their civic duties only. Administrative support will be provided by the Executive Services Coordinator.

9.3.2 As per Section 4, Council staff are expected to assist Councillors with civic duties only, and not assist with matters of personal or political interest, including campaigning.

10. ADDITIONAL FACILITIES FOR THE MAYOR

10.1 In order to reflect the additional time and commitment required to carry out the responsibilities of the Mayor, in addition to the support provided to Councillors, the following is provided to the Mayor:

- (a) Mayoral Office - to assist in carrying out the Mayoral functions;
- (b) secretarial support is provided by the **Executive Development & Support Coordinator****Executive Services Coordinator**;
- (c) a dedicated Mayoral car-parking space in the Council car-park adjacent to the Council Offices; and
- (d) a dedicated Mayoral vehicle is currently not provided for private or

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Council use, however the Mayor may request the use of a Council pool vehicle or, if a Council pool vehicle is unavailable, a hire vehicle, similar to the current Council fleet vehicles, for official Council business, if a vehicle is required.

- 10.2 As per Section 4, staff in the Mayor's office are expected to work on official business only, and not for matters of personal or political interest, including campaigning.

The role of the Mayor is:

- (a) to exercise, in the case of necessity, the policy making functions of the governing body of the Council between meetings;
- (b) to exercise such other functions of the Council as the Council determines;
- (c) to preside at meetings of the Council; and
- (d) to carry out the civic and ceremonial functions of the mayoral office.

Part D – Processes

11. APPROVAL, PAYMENT AND REIMBURSEMENT ARRANGEMENTS

11.1 Approvals

- 11.1.1 Various approval arrangements are indicated throughout this policy and vary from full Council resolution approval to approval by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.
- 11.1.2 The **Executive Development & Support Coordinator Executive Services Coordinator** will assist Councillors with respect to seeking reimbursement of expenses incurred in their role as a Councillor, assisting with travel and accommodation arrangements, attendance at civic events, training and education, and the provision of facilities under this policy.
- 11.1.3 All claims for reimbursement must be made within **three one (1)** months of the date of the receipt and on the appropriate 'Councillor Travel and/or Expense Claim Form' (**Annexure A**), together with production of relevant supporting evidence.
- 11.1.4 Any claim will be reconciled with the relevant supporting evidence and authorised as follows:
- (a) authorised by the General Manager and Mayor (or Deputy Mayor where the claim is made by the Mayor) for spouse and partner

Comment [DT17]: This is not in the OLG template and does not appear directly relevant to this policy.

Comment [DT18]: As per OLG template.

- expenses, incidental expenses, advance payments, travel, accommodation, childcare and carer fees;
- (b) authorised by two of the 'Authorised Officers' as set out in clause 11.1.5 if the particular expense category does not require approval by the General Manager and Mayor (or Deputy Mayor in the case of a claim by the Mayor).

11.1.5 The General Manager, Mayor, Director Customer & Corporate Services Strategy, Manager Customer Service & Governance & Risk, Senior Governance Officer and Executive Development & Support Coordinator Executive Services Coordinator are 'Authorised Officers' for the purpose of completing the 'Councillor Travel and/or Expense Form'.

Claims for reimbursement of expenses less than \$75.00 (exclusive of GST) should be accompanied by a receipt, tax invoice, statutory declaration, or some other form of supporting evidence. Claims for reimbursement of expenses over \$75.00 (exclusive of GST) must be accompanied by a tax invoice.

Comment [DT19]: Duplicate of 11.3.2 and 11.3.3

11.2 Direct payment

11.2.1 Council may approve and directly pay expenses. Requests for direct payment must be submitted to the manager [insert relevant council division] for assessment against this policy using the prescribed form, with sufficient information and time to allow for the claim to be assessed and processed.

11.3 Reimbursement

- 11.3.1 Claims for reimbursement of expenses will only be made on production of receipts for such amounts where indicated in this policy and on completion of the appropriate 'Councillor Travel and/or Expense Claim Form', itemising the expenses. Reimbursement of general expenses will not be allowed.
- 11.3.2 Claims for reimbursement of expenses less than \$75.00 (exclusive of GST) should be accompanied by a receipt, tax invoice, statutory declaration, or some other form of supporting evidence.
- 11.3.3 Claims for reimbursement of expenses over \$75.00 (exclusive of GST) must be accompanied by a tax invoice.
- 11.3.4 Payment of expenses will not be made to support a Councillor's attendance at political fundraising functions. Participation in Council elections is also a private matter and Councillors must not use Council

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resources in the course of this participation.

11.3.5 Out of pocket expenses or incidental expenses associated with attending civic events, ceremonial functions or Council related meetings will be reimbursed on presentation of receipts and completion of a claim form as provided above.

11.3.6 Examples of incidental expenses include telephone or facsimile calls, taxi fares, parking fees or meals where not part of the Council related meeting or function. Councillors may claim such expenses by completing the 'Councillor Travel and/or Expense Claim Form' (**Annexure A**) and attaching the relevant receipts. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of incidental expenses.

For the purpose of clarification under this paragraph, incidental expenses incurred for and during Councillor-attended conferences are not reimbursable under this policy. Any incidental expenses incurred by a Councillor regarding conference fees and incidental charges are to be personally funded (or be paid out of the Councillor's annual allowance).

Comment [DT20]: Refer 5.7.4

11.4 Advance payment

11.4.1 Councillors may request, **through the General Manager**, payment in advance in anticipation of expenses being incurred for such matters as attending civic events, ceremonial functions and Council related meetings.

11.4.2 On return Councillors must produce all receipts for the expenditure of those funds, with a full reconciliation to be completed and authorised by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.

11.4.3 Councillors are to produce the receipts and complete the reconciliation within one month of the expenditure being incurred.

11.5 Reimbursement to council

11.5.1 If Council has incurred an expense on behalf of a Councillor that exceeds a maximum limit, exceeds reasonable incidental private use or is not provided for in this policy:

- Council will invoice the Councillor for the expense
- the Councillor will reimburse Council for that expense within 14 days of the invoice date.

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- 11.5.2 If the Councillor cannot reimburse Council within 14 days of the invoice date, they are to submit a written explanation to the General Manager. The General Manager may elect to deduct the amount from the Councillor's allowance.

12. DISPUTES

- 12.1 Should a dispute arise as to payment of a claim for reimbursement of expenses or provision of facilities, the matter should be submitted in writing by the Councillor to the General Manager, who will determine the matter in conjunction with the Mayor (or Deputy Mayor in the case of a claim by the Mayor) in accordance with the terms of this policy.

13. RETURN OR RETENTION OF FACILITIES

- 13.1 On completion of the term of office, extended leave of absence or at the cessation of civic duties and where requested, Councillors are required to return all equipment and facilities issued by Council within 28 days. This includes unused consumables.
- 13.2 Any internet allowance provided under this policy is only applicable up until the last month of term of office held by a Councillor.
- 13.3 All equipment provided to Councillors contained in this policy, remain the property of Camden Council.
- 13.4 The General Manager will consider requests from Councillors to purchase equipment previously allocated to them (including **Blackberry, iPhone and iPad**) at an agreed fair market price.
- 13.5 The prices for all equipment purchased by Councillors will be recorded in Council's annual report.

14. REPORTING

- 14.1 Section 428 of the **Local Government Act 1993 (the Act) and Clause 217 of the Local Government (General) Regulation 2005 (the Regulations)** requires Councils to include in their annual report:
- Council's policy on the provision of facilities for, and the payment of expenses to, Mayors and Councillors;
 - the total amount of money expended during the year on providing those facilities and paying those expenses; and
 - additional information as required by the **Regulations, Local Government (General) Regulation 2005.**

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14.2 Detailed reports on the provision of expenses and facilities to Councillors will be **reported as required by legislation, publicly tabled at a Council meeting every six months and published in full on Council's website. These reports will include expenditure summarised by individual Councillor and as a total for all Councillors.**

15. AUDITING

15.1 The operation of this policy, including claims made under the policy, will be included in Council's audit program and an audit undertaken at least every two years.

Comment [DT21]: To be included in draft audit program for 2018-19.

16. BREACHES

16.1 Suspected breaches of this policy are to be reported to the General Manager.

16.2 Alleged breaches of this policy shall be dealt with by following the processes outlined for breaches of the Code of Conduct.

[OLG template items removed:

Notification

~~If a claim is approved, council will make payment directly or reimburse the councillor through accounts payable.
If a claim is refused, council will inform the councillor in writing that the claim has been refused and the reason for the refusal.~~

Comment [DT22]: Not necessary as self-explanatory.

Timeframe for reimbursement

~~Unless otherwise specified in this policy, councillors must provide all claims for reimbursement within three months of an expense being incurred. Claims made after this time cannot be approved.~~

Comment [DT23]: This is addressed in 11.1.3.

Publication

~~This policy will be published on council's website.~~

Comment [DT24]: Not necessary as all Council adopted policies are placed on Council's website.

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RELEVANT LEGISLATIVE INSTRUMENTS:	<p><i>Local Government Act 1993 - sections 252-254, 428</i></p> <p><i>Local Government (General) Regulation 2005 - clauses 217, 403</i></p> <p><i>'Guidelines for the payment of expenses and the provision of facilities for Mayors and Councillors', Office of Local Government, October 2009</i></p> <p><i>DLG Circular 10/26, Misuse of Council resources</i></p> <p><i>DLG Circular 11/27, Findings from review of Councillor expenses and facilities policies</i></p> <p><i>LG Circular 09-36 Guidelines for Payment of Expenses and Facilities</i></p> <p><i>LG Circular 05-08 legal assistance for Councillors and Council Employees</i></p>
RELATED POLICIES, PLANS AND PROCEDURES:	P3.0109.8 Code of Conduct
RESPONSIBLE DIRECTOR:	Director Customer & Corporate Strategy
APPROVAL:	Council

Comment [DT25]: This information replaces point 5 of Council's policy and Appendix 1 of the DLG template

HISTORY:

Version	Approved by	Changes made	Date	TRIM Number
P3.0111.3		Changes to be in line with OLG Circular 17-17 – Better Practice Template Report (exhibit policy) – DATE – TRIM ref Report (adopt policy) – DATE – TRIM ref		
P3.0111.2	Council	Minor formatting and editing changes Report (exhibit policy) – (06 Oct 2015) – 15/324922 Report (adopt policy) – (09 Nov 2015) – 15/317244	24/11/2015	ORD317/15 15/32843
P3.0111.1	Council	Changes to value of allowances; formatting changes; updates to position titles Report (exhibit policy #1) (28 Oct 2014) – 14/163269 Report (exhibit policy #2) (09 Dec 2014) – 14/195752	10/02/2015	ORD41/15 15/8739
5.57	Council	Report (exhibit policy) (22 Oct 2013) – 13/43837	26/11/2013	ORD322/13 13/56178
5.57	Council	Report (exhibit policy) (23 Oct 2012) – 13/52080	27/11/2012	ORD295/12 13/52362
5.57	Council	Report (adopt policy) – 13/51099	08/11/2011	ORD270/11
5.57	Council		23/11/2010	ORD262/10
5.57	Council		27/10/2009	ORD252/09
5.57	Council		25/11/2008	ORD302/08
5.57	Council		11/09/2007	ORD238/07
5.57	Council		12/02/2007	ORD25/07

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Definitions

The following definitions apply throughout this policy.

Term	Definition
accompanying person	Means a spouse, partner or de facto or other person who has a close personal relationship with or provides carer support to a Councillor
appropriate refreshments	Means food and beverages, excluding alcohol, provided by Council to support Councillors undertaking official business
Code of Conduct	Means the Code of Conduct adopted by Council
Councillor	Means a person elected or appointed to civic office as a member of the governing body of Council who is not suspended, including the Mayor
General Manager	Means the General Manager of Council and includes their delegate or authorised representative
incidental personal use	Means use that is infrequent and brief and use that does not breach this policy or the Code of Conduct
long distance intrastate travel	Means travel to other parts of NSW of more than three hours duration by private vehicle
maximum limit	Means the maximum limit for an expense or facility provided in the text and summarised in Appendix 1 the monetary limits table within the policy summary
official business	Means functions that the Mayor or Councillors are required or invited to attend to fulfil their legislated role and responsibilities for Council or result in a direct benefit for Council and/or for the local government area, and includes: <ul style="list-style-type: none"> meetings of Council and Committees of the whole meetings of Committees facilitated by Council civic receptions hosted or sponsored by Council meetings, functions, workshops and other events to which attendance by a Councillor has been requested or approved by Council
professional development	Means a seminar, conference, training course or other development opportunity relevant to the role of a Councillor or the Mayor
year	Means the financial year, that is the 12 month period commencing on 1 July each year

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ANNEXURE A
COUNCILLOR TRAVEL &/OR EXPENSE CLAIM
 SECTION 252 LOCAL GOVERNMENT ACT 1993

COUNCILLOR:	
MONTH:	

TRAVEL EXPENSES				
MEETING DETAILS	DATE	KMS	RATE *	VALUE
SUB TOTAL:				\$

* Kilometre rate (cents per kilometre) depending on vehicle capacity and current Local Government (State) Award.

OTHER EXPENSES		
DETAILS	VALUE	
SUB TOTAL:		\$

If additional space is required, please include attachment.
 Note: For amounts over \$75.00 (exclusive of GST) a Tax Invoice **must** be provided.

TOTAL VALUE FOR REIMBURSEMENT: \$

CERTIFICATION
 I hereby certify that this claim is in accordance with Section 252 of the Local Government Act and Council's **5.57P3.0111.3** Payment of Expenses & Provision of Facilities to the Mayor and Councillors Policy'.

SIGNATURE OF CLAIMANT:	
DATE:	

Payment of this claim will be made by Electronic Funds Transfer (EFT), through Council's normal Creditor payment facility. Claimants should ensure that correct banking details are held by Council.

Mayor/Deputy Mayor	Authorised Officer (if within limits provided by the Policy)
General Manager	Authorised Officer (if within limits provided by the Policy)



PAYMENT OF
EXPENSES &
PROVISION OF
FACILITIES TO THE
MAYOR &
COUNCILLORS
POLICY
P3.0111.3

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PAYMENT OF EXPENSES & PROVISION OF FACILITIES

DIVISION: CUSTOMER & CORPORATE STRATEGY

BRANCH: GOVERNANCE & RISK

Policy summary

This policy enables the reasonable and appropriate reimbursement of expenses and provision of facilities to councillors to help them undertake their civic duties.

It ensures accountability and transparency, and seeks to align Councillor expenses and facilities with community expectations. Councillors must not obtain private or political benefit from any expense or facility provided under this policy.

The policy has been prepared in accordance with the *Local Government Act 1993* (the Act) and *Local Government (General) Regulation 2005* (the Regulation), and complies with the Office of Local Government's Guidelines for the payment of expenses and provision of facilities to Mayors and Councillors in NSW.

The policy sets out the maximum amounts Council will pay for specific expenses and facilities. Expenses not explicitly addressed in this policy will not be paid or reimbursed.

The main expenses and facilities are summarised in the table below. All monetary amounts are exclusive of GST.

Monetary limits

Expense or facility	Maximum amount	Frequency	Policy clause
General travel expenses	Private vehicle use - rates set out in Local Government State Award	Per year	6.1
Interstate, overseas and long distance intrastate travel expenses	N/A Council resolution required to approve travel and all expenses to be personally funded (or paid from the Councillor's annual allowance)	As required	6.2
Accommodation	To be personally funded (or paid from the Councillor's allowance) if for a conference; if for a civic event and appropriate approval is sought,	As required	6.4

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Expense or facility	Maximum amount	Frequency	Policy clause
	accommodation costs may be reimbursed by Council		
Professional development	Expenses for professional development are allocated within the annual budget	Per year	6.6
Conferences and seminars	To be personally funded (or paid from the Councillor's allowance)	As required	6.7
Information and communications technology (ICT) expenses	<p>The Mayor and Councillors are provided with the below options:</p> <ul style="list-style-type: none"> • A tablet device up to \$1,200 (excl GST) • Desktop computer device or mobile computer device (laptop) up to \$2,000 (excl GST) • Mobile phone up to \$1,000 (excl GST) • Multi function printer up to \$450 (excl GST) • Mobile computer device data charges up to \$50 (incl GST) • Mobile phone up to \$200 (incl GST) call charges 	Per term Per month	6.8
Carer expenses	Up to \$31.95 per hour per Councillor	Per year	6.9
Home office expenses, facilities and stationery	\$500 per Councillor	Per year	6.10 & 9.2
Access to facilities in a Councillor common room	Provided to all Councillors	Not relevant	9.1
Council vehicle and fuel card	Not relevant	Not relevant	10.1
Reserved parking space at Council offices	Provided to the Mayor	Not relevant	10.1
Furnished office	Provided to the Mayor	Not relevant	10.1
Number of staff supporting Mayor and Councillors	In addition to the support provided to Councillors, secretarial support is provided to the Mayor.	Not relevant	9.3

Additional costs incurred by a Councillor in excess of these limits are considered a personal expense that is the responsibility of the Councillor.

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Councillors must provide claims for reimbursement within three months of an expense being incurred. Claims made after this time cannot be approved.

Detailed reports on the provision of expenses and facilities to Councillors will be reported as required by legislation.

Part A – Introduction

1. INTRODUCTION

- 1.1 The purpose of this policy is to:
 - Ensure that there is accountability and transparency in the reimbursement of expenses incurred, or to be incurred, by Councillors; and
 - Clearly state the facilities and support that are available to Councillors to assist them in fulfilling their civic duties.
- 1.2 Expenses and facilities provided by this policy are in addition to fees paid to Councillors. The minimum and maximum fees a council may pay each Councillor are set by the Local Government Remuneration Tribunal as per Section 241 of the *Local Government Act 1993* and reviewed annually.
- 1.3 The community is entitled to know the extent of expenses paid to Councillors, as well as the facilities provided.
- 1.4 Council staff are empowered to question or refuse a request for payment from a Councillor when it does not accord with this policy.
- 1.5 Within the first 12 months of each term of Council, this policy must be adopted, even if the proposed changes are considered 'not substantial'. The initial adoption of this policy must be subject to public notification and allow at least 28 days for public submissions.
- 1.6 At any time, other than the required adoption of this policy within the first 12 months of each term of Council, if the proposed amendment is not substantial then Council is not required to provide public notice. The term 'not substantial' should be taken to mean minor changes to the wording of the policy, or changes to monetary provisions or rates that are less than five per cent. It also means minor changes to the standard of the provision of equipment and facilities. Any new category of expenses, facilities and equipment included in the policy will require public notice.

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2. POLICY OBJECTIVES

2.1 The objectives of this policy are to:

- enable the reasonable and appropriate reimbursement of expenses incurred by Councillors while undertaking their civic duties;
- enable facilities of a reasonable and appropriate standard to be provided to Councillors to support them in undertaking their civic duties;
- ensure accountability and transparency in reimbursement of expenses and provision of facilities to Councillors;
- ensure facilities and expenses provided to Councillors meet community expectations;
- support a diversity of representation; and
- fulfil Council's statutory responsibilities.

2.2 This policy applies equally to the Mayor and all Councillors.

3. PRINCIPLES

3.1 Council commits to the following principles:

- **Proper conduct:** Councillors and staff acting lawfully and honestly, exercising care and diligence in carrying out their functions;
- **Reasonable expenses:** providing for Councillors to be reimbursed for expenses reasonably incurred as part of their role as Councillor;
- **Participation and access:** enabling people from diverse backgrounds, underrepresented groups, those in carer roles and those with special needs to serve as a Councillor;
- **Equity:** there must be equitable access to expenses and facilities for all Councillors;
- **Appropriate use of resources:** providing clear direction on the appropriate use of Council resources in accordance with legal requirements and community expectations; and
- **Accountability and transparency:** clearly stating and reporting on the expenses and facilities provided to Councillors.

4. PRIVATE OR POLITICAL BENEFIT

4.1 Council will provide facilities, equipment and services that are appropriate to support the Mayor and Councillors in undertaking the role of elected members.

4.2 Councillors should not obtain private benefit from the reimbursement of expenses, provision of equipment and facilities, nor from travel bonuses or any other loyalty schemes.

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- 4.3 It is acknowledged that incidental use of council equipment and facilities may occur from time to time. Such incidental private use is not subject to compensatory payment.
- 4.4 Where more substantial private use occurs, Councillors will be expected to make a payment to cover the level of private use. This payment will be made on a full cost recovery basis.
- 4.5 Councillors must be scrupulous in their use of Council property, including intellectual property, official services and facilities and should not permit misuse by any other person or body.
- 4.6 Councillors should avoid any action or situation, which could create the appearance that Council property, official services or public facilities are being improperly used for their benefit or the benefit of any other person or body.
- 4.7 Councillors must not convert any property of Council to their own use unless properly authorised.
- 4.8 Council facilities, equipment and services are not to be used to produce election material or for any other political purposes. Councillors should not generally obtain private benefit from the provision of equipment or facilities, nor from any travel bonus or other such loyalty scheme.
- 4.9 The interests of a Councillor in their re-election is considered to be a personal interest and as such the reimbursement of travel expenses incurred on election matters is not appropriate. Council letterhead, council crests and other information that could give the impression it is official council material must not be used for these purposes.

Part B – Expenses

5. GENERAL EXPENSES

- 5.1 Council is committed to ensuring that Councillors are reimbursed for expenses reasonably incurred in their role of Councillor so that they are not financially or otherwise disadvantaged in undertaking their civic duties.
- 5.2 To ensure consistency and transparency all expenses and costs claimed must be done so in accordance with the requirements of this policy.

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- 5.3 For the purpose of clarity, it is noted that Councillor-related business refers to functions and duties that Councillors are required to undertake to fulfill their legislated role and responsibilities for Council that should result in a direct benefit for Council and/or the local government area.
- 5.4 Expenses not explicitly addressed in this policy will not be paid or reimbursed.

6. SPECIFIC EXPENSES

6.1 General travel arrangements and expenses

- 6.1.1 All travel by Councillors should utilise the most direct route and the most practicable and economical mode of transport subject to any personal medical conditions.
- 6.1.2 Councillors will be reimbursed for travel expenses incurred relating to Council business and/or representing Council at civic events, ceremonial functions and Council related meetings. Reimbursement may include the use of a private motor vehicle, public transport, taxi, parking fees and road tolls.
- 6.1.3 Councillors using private vehicles will be paid the mileage allowance at the then-current rate set by the appropriate Local Government State Award, but subject to any such payment not exceeding economy class air fares to and from the particular destination. The mode and method of transportation to be used shall be agreed with the Mayor (or Deputy Mayor in case of a claim by the Mayor) and the General Manager prior to the travel taking place, and where possible Councillors should attempt to travel with other representatives from Council in order to minimise costs.
- 6.1.4 For the purposes of clarification in this policy, the ACT is taken to be included as part of NSW due to the proximity and ease of travel.

6.2 Interstate, overseas and long distance intrastate travel expenses

- 6.2.1 Full Council resolution approval is required prior to any interstate or overseas travel being undertaken by Councillors (excluding travel to ACT which may be authorised by the Mayor and General Manager). The report to Council should include all details of the travel, including itinerary, expected costs and expected benefits. Travel will be approved on an individual trip basis.

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- 6.2.2 Council will not undertake any overseas travel unless a direct and tangible benefit for Council and the local community can be established.
- 6.2.3 Any costs incurred relating to interstate or overseas travel for Council business are to be personally funded (or paid from the Councillor's annual allowance).
- 6.2.4 Before a proposal for overseas travel is approved, a detailed proposal, including nomination of the Councillor(s) undertaking the trip, purpose of the trip, expected benefits, duration, itinerary and detailed costs, will be furnished to Council as part of the Council Business Paper.
- 6.2.5 After returning from overseas, Councillors or an accompanying member of staff will provide a detailed report to a meeting of Council on the aspects of the trip relevant to council business and/or the local community.
- 6.2.6 Councillors wishing to extend their stay in a destination they have visited for Council purposes, or to travel to an alternative location, will require the prior approval of the Mayor (or the Deputy Mayor in the case of a claim by the Mayor) and the General Manager. In such instances Councillors should recognise that Council's responsibility for their travel ends when the business activity ends and not when they return home. Any additional costs incurred following the completion of the business activity, including accommodation, are not considered to be reimbursable expenses.
- 6.2.7 Bookings for approved air travel are to be made through the General Manager's office.
- 6.2.8 For interstate and long distance intrastate journeys by air of less than three hours, the class of air travel is to be economy class.
- 6.2.9 For journeys by air of more than three hours, the class of air travel may be premium economy.

6.3 Travel expenses not paid by Council

- 6.3.1 Under this policy, Councillors are personally responsible for all administrative charges for road toll accounts and traffic or parking fines incurred while travelling in private or Council vehicles on Council business.

6.4 Accommodation and meals

- 6.4.1 Councillors are to personally fund (or use their Councillor annual allowance) any accommodation costs incurred as a result of conference attendance.
- 6.4.2 In the rare occasion that accommodation is required as part of a civic event, ceremonial function or other Council related meeting, accommodation costs may be reimbursed by Council subject to approval by the General Manager and Mayor (or Deputy Mayor in the case of a claim by the Mayor).
- 6.4.3 Councillors will not be reimbursed for alcoholic beverages.

6.5 Refreshments for Council-related meetings

- 6.5.1 Appropriate refreshments will be available for Council meetings, Council Committee meetings, Councillor briefings, approved meetings and engagements, and official Council functions as approved by the General Manager.

6.6 Professional development

- 6.6.1 Council provides an amount in the annual budget for 'Councillor Professional Development' expenses to support and encourage active learning and skill development.. Payment of additional expenses/costs in relation to such training will be as per this policy.
- 6.6.2 In the first year of a new council term, Council will provide a comprehensive induction program for all Councillors which considers any guidelines issued by the Office of Local Government (OLG). The cost of the induction program will be in addition to the ongoing professional development funding.
- 6.6.3 Annual membership of professional bodies will only be covered where the membership is relevant to the exercise of the Councillor's civic duties, the Councillor actively participates in the body and the cost of membership is likely to be fully offset by savings from attending events as a member.
- 6.6.4 Approval for professional development activities is subject to a prior written request to the General Manager outlining the:

- details of the proposed professional development
- relevance to Council priorities and business
- relevance to the exercise of the Councillor's civic duties.

6.6.5 In assessing a Councillor request for a professional development activity, the General Manager must consider the factors set out in Clause 6.6.4, as well as the cost of the professional development in relation to the Councillor's remaining budget.

6.7 Conferences and seminars

- 6.7.1 Councillors are encouraged to attend conferences as a formal representative of Council as part of discharging their functions of civic office.
- 6.7.2 Requests to attend conferences interstate or overseas must be approved by a Council resolution prior to attendance. The report to Council should outline the benefits of attendance by the Councillor.
- 6.7.3 The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager may approve attendance by Councillors at conferences within the State (ACT is taken to be included as part of NSW due to the proximity and ease of travel) without the need for Council resolution.
- 6.7.4 Any costs incurred relating to conference attendance, including registration fees, transport to and from the conference, accommodation, official lunches and dinners relevant to the conference and incidental expenses are to be personally funded (or paid from the Councillor's annual allowance) and are not reimbursable under this Policy.
- 6.7.5 For the purpose of clarity, the definition of a 'conference' relates to a formal meeting designed for consultation, exchange of information or discussion. Typically, conferences will involve registration costs, accommodation, travel to and from the conference, sustenance and incidental costs such as taxi fares, telephone calls, etc.
- 6.7.6 The conferences, and training and development opportunities, that Councillors will generally attend are:
- (a) Local Government NSW Annual Conference;
 - (b) special 'one-off' conferences called by Local Government NSW;
 - (c) annual conferences and seminars of the major professions in Local Government; and
 - (d) seminars which assist Councillors in increasing their awareness and improving their understanding of their legal & other obligations and responsibilities as elected representatives.

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- 6.7.7 Any Councillor who does attend a conference must report back to Council with a full written report on the beneficial aspects of the conference. A report may be submitted via a mayoral minute, a notice of motion or a memorandum via the General Manager. One report may be submitted on behalf of a number of Councillors in attendance.
- 6.7.8 It is noted that this restriction on reimbursement for conferences does not apply to other Council related meetings. Examples of such other meetings may include external Committee meetings, MACROC meetings, civic and ceremonial functions, citizenship ceremonies, Australia Day ceremonies, ceremonial functions, community group events and Chamber of Commerce meetings relating to the interests of the local government area.

6.8 Information and communications technology (ICT) expenses

- 6.8.1 Council will provide a mobile phone for use in order to carry out the Councillor's civic functions and responsibilities. Call charges and mobile phone data usage costs incurred for Council related business will be processed in accordance with the monetary limits table within this policy subject to increases in the Consumer Price Index (CPI) (Sydney All Groups) figures for the full year to 30 June. Councillors are responsible for disclosing any personal calls made on their monthly statement and are to reimburse Council for such personal calls accordingly.
- 6.8.2 Council will provide the following equipment to Councillors, if requested, subject to the reimbursement of expenses in accordance with the monetary limits table within this policy subject to increases in the Consumer Price Index (CPI) (Sydney All Groups) figures for the full year to 30 June:
- (a) mobile phone (standard as provided to staff);
 - (b) desktop computer device or mobile computer device (standard as provided to staff) and a printer/fax multi-function machine;
 - (c) a tablet will be provided to Councillors as the preferred mechanism for distribution of Council's Business Paper; and

Council will also provide necessary ongoing maintenance to ensure all Council issued technology equipment is operational, and printer cartridges and consumables as needed.

- 6.8.3 Council provides Councillors the use of ICT devices for Council related business (as per Council's 'Acceptable Use of Technology and Systems Policy').

- 6.8.4 In the case of a Councillor using their own personal iPad for Council related business, Council will reimburse data usage costs relevant to Council business, in accordance with the monetary limits table within this policy.
- 6.8.5 If a Councillor decides to use their own personal mobile phone for Council related business, Council will reimburse an amount in accordance with the monetary limits table within this policy for Council related business call costs and mobile phone data usage costs. Call charges associated with private use must be met by the Councillor.
- 6.8.6 Councillors must complete a 'Councillor Travel and/or Expense Claim Form' for each billing period in relation to telecommunication charges associated with Council related business. All claims for reimbursement for phone, iPad and internet costs must be made within three months of the date of the provider's invoice. Any amounts exceeding the limit must be approved for payment by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.

6.9 Special requirement and carer expenses

- 6.9.1 Councillors will be reimbursed for the reasonable cost of care arrangements including child care expenses and the care of immediate family members who are elderly, disabled and/or sick in order to allow Councillors to attend Council and other official meetings/functions or to attend to their responsibilities and duties as a Councillor. Carer costs will be paid to cover the period 30 minutes prior to the scheduled commencement time of the meeting/function and one hour after the conclusion of the meeting/function.
- 6.9.2 The rate of reimbursement for care will be up to the amount in accordance with the monetary limits table within this policy, or as varied by Council from time to time, payable on the provision of receipts or a declaration by the Councillor for such payments ('Councillor Travel and/or Expense Claim Form'), within three months of the period being claimed. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of care and other related expenses.

6.10 Home office expenses

- 6.10.1 Each Councillor may be reimbursed, in accordance with the monetary limits table within this policy, per year for costs associated with the maintenance of a home office, such as minor items of consumable stationery.

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6.11 Spouse and Partner Expenses

- 6.11.1 Where a Councillor is accompanied to a civic event, ceremonial function, conference or Council related meeting by a spouse/partner, costs incurred for the attendance of the spouse/partner shall be the responsibility of the Councillor. These costs relate to travel, partner's programme and out of pocket expenses.
- 6.11.2 There may be limited instances where certain costs incurred by a Councillor on behalf of their spouse/partner are properly those of the Councillor expended in the performance of civic duties. Accordingly, Council will reimburse reasonable expenses in attending these functions and meetings. Such functions could include those which a Councillor's spouse/partner would be reasonably expected to attend such as Council civic and ceremonial receptions, Australia Day ceremonies or, on occasion, citizenship ceremonies.
- 6.11.3 Any further expenses incurred in relation to spouses/partners will not be reimbursed by Council. For the purposes of clarification, costs for a spouse/partner attending a conference and ancillary conference costs are not reimbursable under this policy.
- 6.11.4 Outside of these provisions, the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager may approve payment for the attendance of a spouse/partner as part of a Council group booking to a local charity event or similar function as may occur from time to time.

7. INSURANCES

- 7.1 Councillors will receive the benefit of insurance cover to the limit specified in Council's insurance policies for the following matters arising out of the performance of their civic duties and/or exercise of their council functions:
- (a) Public Liability – public liability and professional indemnity insurances apply in relation to claims arising out of a Councillor's (alleged) negligent performance of civic duties or exercise of their functions as a Councillor, subject to any limitations or conditions set out in the policy.
 - (b) Professional Indemnity – for matters arising out of a Councillor's performance of civic duties or exercise of functions provided the performance or exercise of the relevant civic duty or function is, in the opinion of Council, bona fide and/or proper.

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(c) Personal accident – coverage where personal injury occurs whilst on Council business Australia wide.

7.2 Travel insurance, if considered appropriate, for any approved overseas travel on Council business is to be personally funded (or paid from the Councillor's annual allowance).

8. LEGAL ASSISTANCE

8.1 Council may, by way of resolution specifying the amount involved, indemnify or reimburse the reasonable legal expenses:

(a) of a Councillor defending an action arising from the performance in good faith of a function under the *Local Government Act 1993* or any other Act for and on behalf of Council; or

(b) of a Councillor defending an action in defamation provided the statements complained of were made in good faith in the course of exercising a function under the *Local Government Act 1993*; or

(c) of a Councillor for proceedings before the Local Government Pecuniary Interest Tribunal, the Independent Commission Against Corruption, Office of Ombudsman, Office of Local Government, Department of Premier and Cabinet, NSW Police Force, Director of Public Prosecutions or Council's Conduct Review Committee / Reviewer, provided, the subject of the proceedings arises from the performance in good faith by the Councillor of a function under the *Local Government Act 1993*.

8.2 If points 8.1(a), (b) or (c) have been satisfied, Council will reimburse the reasonable legal expenses only if the enquiry, investigation, hearing or proceedings taken against a Councillor results in a finding substantially favorable to the Councillor.

8.3 In addition, the amount of such reimbursement shall be reduced by the amount of any monies that may be or are recouped by the Councillor on any basis.

8.4 Legal costs will not be met for legal proceedings that do not involve a Councillor performing their role as a Councillor.

8.5 Council must not meet the legal costs of legal proceedings initiated by a Councillor under any circumstance.

8.6 Council must not meet the legal costs of a Councillor seeking advice in respect of possible defamation or in seeking a non-litigious remedy for possible defamation.

- 8.7 No legal expenses may be incurred by a Councillor without the express resolution of Council prior to the expense being incurred.

Part C – Facilities

9. GENERAL FACILITIES FOR ALL COUNCILLORS

9.1 Facilities

- 9.1.1 Council will provide the following facilities to Councillors to assist them to effectively discharge their civic duties:
- (a) a Councillors' Room is provided in the Council Offices to assist Councillors in dealing with resident and ratepayer matters and Council business generally; and
 - (b) the provision of an Executive Services Coordinator to assist and support Councillors.

9.2 Stationery

- 9.2.1 Council will provide the following stationery to Councillors each year in accordance with the monetary limits within this policy:
- letterhead, to be used only for correspondence associated with civic duties;
 - business cards;
 - ordinary postage stamps;
 - Christmas or festive cards.
- 9.2.2 As per Section 4, stamps shall only be used to support a Councillor's civic duties. Councillor mail will only be posted using the stamps provided. Any stamps not used will not be carried over to the next year's allocation.

9.3 Administrative support

- 9.3.1 Council will provide administrative support to Councillors to assist them with their civic duties only. Administrative support will be provided by the Executive Services Coordinator.
- 9.3.2 As per Section 4, Council staff are expected to assist Councillors with civic duties only, and not assist with matters of personal or political interest, including campaigning.

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10. ADDITIONAL FACILITIES FOR THE MAYOR

- 10.1 In order to reflect the additional time and commitment required to carry out the responsibilities of the Mayor, in addition to the support provided to Councillors, the following is provided to the Mayor:
- (a) Mayoral Office - to assist in carrying out the Mayoral functions;
 - (b) secretarial support is provided by the Executive Services Coordinator;
 - (c) a dedicated Mayoral car-parking space in the Council car-park adjacent to the Council Offices; and
 - (d) a dedicated Mayoral vehicle is currently not provided for private or Council use, however the Mayor may request the use of a Council pool vehicle or, if a Council pool vehicle is unavailable, a hire vehicle, similar to the current Council fleet vehicles, for official Council business, if a vehicle is required.
- 10.2 As per Section 4, staff in the Mayor's office are expected to work on official business only, and not for matters of personal or political interest, including campaigning.

Part D – Processes

11. APPROVAL, PAYMENT AND REIMBURSEMENT ARRANGEMENTS

11.1 Approvals

- 11.1.1 Various approval arrangements are indicated throughout this policy and vary from full Council resolution approval to approval by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.
- 11.1.2 The Executive Services Coordinator will assist Councillors with respect to seeking reimbursement of expenses incurred in their role as a Councillor, assisting with travel and accommodation arrangements, attendance at civic events, training and education, and the provision of facilities under this policy.
- 11.1.3 All claims for reimbursement must be made within three months of the date of the receipt and on the appropriate 'Councillor Travel and/or Expense Claim Form' (**Annexure A**), together with production of relevant supporting evidence.

11.1.4 Any claim will be reconciled with the relevant supporting evidence and authorised as follows:

- (a) authorised by the General Manager and Mayor (or Deputy Mayor where the claim is made by the Mayor) for spouse and partner expenses, incidental expenses, advance payments, travel, accommodation, childcare and carer fees;
- (b) authorised by two of the 'Authorised Officers' as set out in clause 11.1.5 if the particular expense category does not require approval by the General Manager and Mayor (or Deputy Mayor in the case of a claim by the Mayor).

11.1.5 The General Manager, Mayor, Director Customer & Corporate Strategy, Manager Governance & Risk, Senior Governance Officer and Executive Services Coordinator are 'Authorised Officers' for the purpose of completing the 'Councillor Travel and/or Expense Form'.

11.2 Direct payment

11.2.1 Council may approve and directly pay expenses. Requests for direct payment must be submitted to the manager [insert relevant council division] for assessment against this policy using the prescribed form, with sufficient information and time to allow for the claim to be assessed and processed.

11.3 Reimbursement

11.3.1 Claims for reimbursement of expenses will only be made on production of receipts for such amounts where indicated in this policy and on completion of the appropriate 'Councillor Travel and/or Expense Claim Form', itemising the expenses. Reimbursement of general expenses will not be allowed.

11.3.2 Claims for reimbursement of expenses less than \$75.00 (exclusive of GST) should be accompanied by a receipt, tax invoice, statutory declaration, or some other form of supporting evidence.

11.3.3 Claims for reimbursement of expenses over \$75.00 (exclusive of GST) must be accompanied by a tax invoice.

11.3.4 Payment of expenses will not be made to support a Councillor's attendance at political fundraising functions. Participation in Council elections is also a private matter and Councillors must not use Council resources in the course of this participation.

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- 11.3.5 Out of pocket expenses or incidental expenses associated with attending civic events, ceremonial functions or Council related meetings will be reimbursed on presentation of receipts and completion of a claim form as provided above.
- 11.3.6 Examples of incidental expenses include telephone or facsimile calls, taxi fares, parking fees or meals where not part of the Council related meeting or function. Councillors may claim such expenses by completing the 'Councillor Travel and/or Expense Claim Form' (**Annexure A**) and attaching the relevant receipts. The Mayor (or Deputy Mayor in the case of a claim by the Mayor) and the General Manager will authorise payment of incidental expenses.

11.4 Advance payment

- 11.4.1 Councillors may request, through the General Manager, payment in advance in anticipation of expenses being incurred for such matters as attending civic events, ceremonial functions and Council related meetings.
- 11.4.2 On return Councillors must produce all receipts for the expenditure of those funds, with a full reconciliation to be completed and authorised by the Mayor (or Deputy Mayor in the case of a claim by the Mayor) and General Manager.
- 11.4.3 Councillors are to produce the receipts and complete the reconciliation within one month of the expenditure being incurred.

11.5 Reimbursement to council

- 11.5.1 If Council has incurred an expense on behalf of a Councillor that exceeds a maximum limit, exceeds reasonable incidental private use or is not provided for in this policy:
- Council will invoice the Councillor for the expense
 - the Councillor will reimburse Council for that expense within 14 days of the invoice date.
- 11.5.2 If the Councillor cannot reimburse Council within 14 days of the invoice date, they are to submit a written explanation to the General Manager. The General Manager may elect to deduct the amount from the Councillor's allowance.

12. DISPUTES

- 12.1 Should a dispute arise as to payment of a claim for reimbursement of expenses or provision of facilities, the matter should be submitted in writing by the Councillor to the General Manager, who will determine the matter in conjunction with the Mayor (or Deputy Mayor in the case of a claim by the Mayor) in accordance with the terms of this policy.

13. RETURN OR RETENTION OF FACILITIES

- 13.1 On completion of the term of office, extended leave of absence or at the cessation of civic duties and where requested, Councillors are required to return all equipment and facilities issued by Council within 28 days. This includes unused consumables.
- 13.2 Any internet allowance provided under this policy is only applicable up until the last month of term of office held by a Councillor.
- 13.3 All equipment provided to Councillors contained in this policy, remain the property of Camden Council.
- 13.4 The General Manager will consider requests from Councillors to purchase equipment previously allocated to them at an agreed fair market price.
- 13.5 The prices for all equipment purchased by Councillors will be recorded in Council's annual report.

14. REPORTING

- 14.1 Section 428 of the *Local Government Act 1993* (the Act) and Clause 217 of the *Local Government (General) Regulation 2005* (the Regulations) require Council to include in its annual report:
- (a) Council's policy on the provision of facilities for, and the payment of expenses to, Mayors and Councillors;
 - (b) the total amount of money expended during the year on providing those facilities and paying those expenses; and
 - (c) additional information as required by the Regulations.
- 14.2 Detailed reports on the provision of expenses and facilities to Councillors will be reported as required by legislation.

15. AUDITING

- 15.1 The operation of this policy, including claims made under the policy, will be included in Council's audit program and an audit undertaken at least every two years.

16. BREACHES

- 16.1 Suspected breaches of this policy are to be reported to the General Manager.
- 16.2 Alleged breaches of this policy shall be dealt with by following the processes outlined for breaches of the Code of Conduct.

RELEVANT LEGISLATIVE INSTRUMENTS:	Local Government Act 1993 - sections 252-254, 428 Local Government (General) Regulation 2005 - clauses 217, 403 'Guidelines for the payment of expenses and the provision of facilities for Mayors and Councillors', Office of Local Government, October 2009 DLG Circular 10/26, <i>Misuse of Council resources</i> DLG Circular 11/27, <i>Findings from review of Councillor expenses and facilities policies</i> LG Circular 09-36 Guidelines for Payment of Expenses and Facilities LG Circular 05-08 legal assistance for Councillors and Council Employees.
RELATED POLICIES, PLANS AND PROCEDURES:	P3.0109.8 Code of Conduct
RESPONSIBLE DIRECTOR:	Director Customer & Corporate Strategy
APPROVAL:	Council

HISTORY:

Version	Approved by	Changes made	Date	TRIM Number
P3.0111.3		Changes to be in line with OLG Circular 17-17 – Better Practice Template Report (exhibit policy) – DATE – TRIM ref Report (adopt policy) – DATE – TRIM ref		
P3.0111.2	Council	Minor formatting and editing changes Report (exhibit policy) – (06 Oct 2015) – 15/324922 Report (adopt policy) – (09 Nov 2015) – 15/317244	24/11/2015	ORD317/15 15/332843
P3.0111.1	Council	Changes to value of allowances; formatting changes; updates to position titles. Report (exhibit policy #1) (28 Oct 2014) – 14/163299 Report (exhibit policy #2) (09 Dec 2014) – 14/195752	10/02/2015	ORD41/15 15/8739
5.57	Council	Report (exhibit policy) (22 Oct 2013) – 13/43837	26/11/2013	ORD322/13 13/56178
5.57	Council	Report (exhibit policy) (23 Oct 2012) – 13/52080	27/11/2012	ORD296/12 13/52362
5.57	Council	Report (adopt policy) – 13/51099	08/11/2011	ORD270/11
5.57	Council		23/11/2010	ORD262/10
5.57	Council		27/10/2009	ORD252/09
5.57	Council		25/11/2008	ORD302/08
5.57	Council		11/09/2007	ORD238/07
5.57	Council		12/02/2007	ORD25/07

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Definitions

The following definitions apply throughout this policy.

Term	Definition
accompanying person	Means a spouse, partner or de facto or other person who has a close personal relationship with or provides carer support to a Councillor
appropriate refreshments	Means food and beverages, excluding alcohol, provided by Council to support Councillors undertaking official business
Code of Conduct	Means the Code of Conduct adopted by Council
Councillor	Means a person elected or appointed to civic office as a member of the governing body of Council who is not suspended, including the Mayor
General Manager	Means the General Manager of Council and includes their delegate or authorised representative
incidental personal use	Means use that is infrequent and brief and use that does not breach this policy or the Code of Conduct
long distance intrastate travel	Means travel to other parts of NSW of more than three hours duration by private vehicle
maximum limit	Means the maximum limit for an expense or facility provided in the text and summarised in the monetary limits table within the policy summary
official business	Means functions that the Mayor or Councillors are required or invited to attend to fulfil their legislated role and responsibilities for Council or result in a direct benefit for Council and/or for the local government area, and includes: <ul style="list-style-type: none"> meetings of Council and Committees of the whole meetings of Committees facilitated by Council civic receptions hosted or sponsored by Council meetings, functions, workshops and other events to which attendance by a Councillor has been requested or approved by Council
professional development	Means a seminar, conference, training course or other development opportunity relevant to the role of a Councillor or the Mayor
year	Means the financial year, that is the 12 month period commencing on 1 July each year



<p>ANNEXURE A</p> <p>COUNCILLOR TRAVEL &/OR EXPENSE CLAIM</p> <p>SECTION 252 LOCAL GOVERNMENT ACT 1993</p>
--

COUNCILLOR:	
MONTH:	

TRAVEL EXPENSES				
MEETING DETAILS	DATE	KMS	RATE *	VALUE
SUB TOTAL:				\$

* Kilometre rate (cents per kilometre) depending on vehicle capacity and current Local Government (State) Award.

OTHER EXPENSES		
DETAILS	VALUE	
SUB TOTAL:		\$

If additional space is required, please include attachment.
 Note: For amounts over \$75.00 (exclusive of GST) a Tax Invoice **must** be provided.

TOTAL VALUE FOR REIMBURSEMENT: \$
--

CERTIFICATION
 I hereby certify that this claim is in accordance with Section 252 of the *Local Government Act* and Council's 'P3.0111.3 Payment of Expenses & Provision of Facilities to the Mayor and Councillors Policy'.

SIGNATURE OF CLAIMANT:	
DATE:	

Payment of this claim will be made by Electronic Funds Transfer (EFT), through Council's normal Creditor payment facility. Claimants should ensure that correct banking details are held by Council.

<p>_____</p> <p>Mayor/Deputy Mayor</p>	<p>_____</p> <p>Authorised Officer (if within limits provided by the Policy)</p>
<p>_____</p> <p>General Manager</p>	<p>_____</p> <p>Authorised Officer (if within limits provided by the Policy)</p>

ORD05

Attachment 1



Monthly Report

Camden Council

July 2017

Investment Exposure

Standard & Poor's downgraded much of the Australian bank sector in May. This was followed in June by Moody's downgrading a smaller number of banks (including the majors).

This again reflected a reduction in "standalone credit profiles" – largely due to a fear that a property market correction was becoming more likely.

Council's investment portfolio is directed to the higher rated ADIs, and this is expected to continue.

Banks such as Rabobank and ING have a reduced capacity due to being a foreign subsidiary. A-2 banks have lower counterparty limits.

It is noted that while BoQ has a higher long-term rating at Moody's, all agencies currently rate it an equivalent to A-2 (Moody's P-2 / Fitch F-2) short-term.

ING Bank (Australia) has been upgraded to A/A-1 in July, followed by an upgrade to ING Bank N.V. to A+/A-1.

Separating long and short-term assets shows the following capacity:

Short Term Institutional Exposure By Credit Rating					
ADI	Exposure \$M	Rating	Policy Limit	Actual	Capacity
BankWest	\$5.0M	A-1+	25.0%	4.9%	\$20.58M
CBA	\$11.1M	A-1+	25.0%	10.9%	\$14.48M
NAB	\$13.0M	A-1+	25.0%	12.7%	\$12.58M
AMP	\$5.0M	A-1	15.0%	4.9%	\$10.35M
Suncorp	\$14.5M	A-1	15.0%	14.2%	\$0.85M
Macquarie	\$1.0M	A-1	15.0%	1.0%	\$14.35M
ING^	\$4.5M	A-1	5.0%	4.3%	\$0.72M
BoQ	\$4.0M	A-2	10.0%	3.9%	\$6.23M
Bendigo-Adelaide	\$3.0M	A-2	10.0%	2.9%	\$7.23M
Rural	\$9.0M	A-2	10.0%	8.8%	\$1.23M
Total	\$70.10M			68.5%	

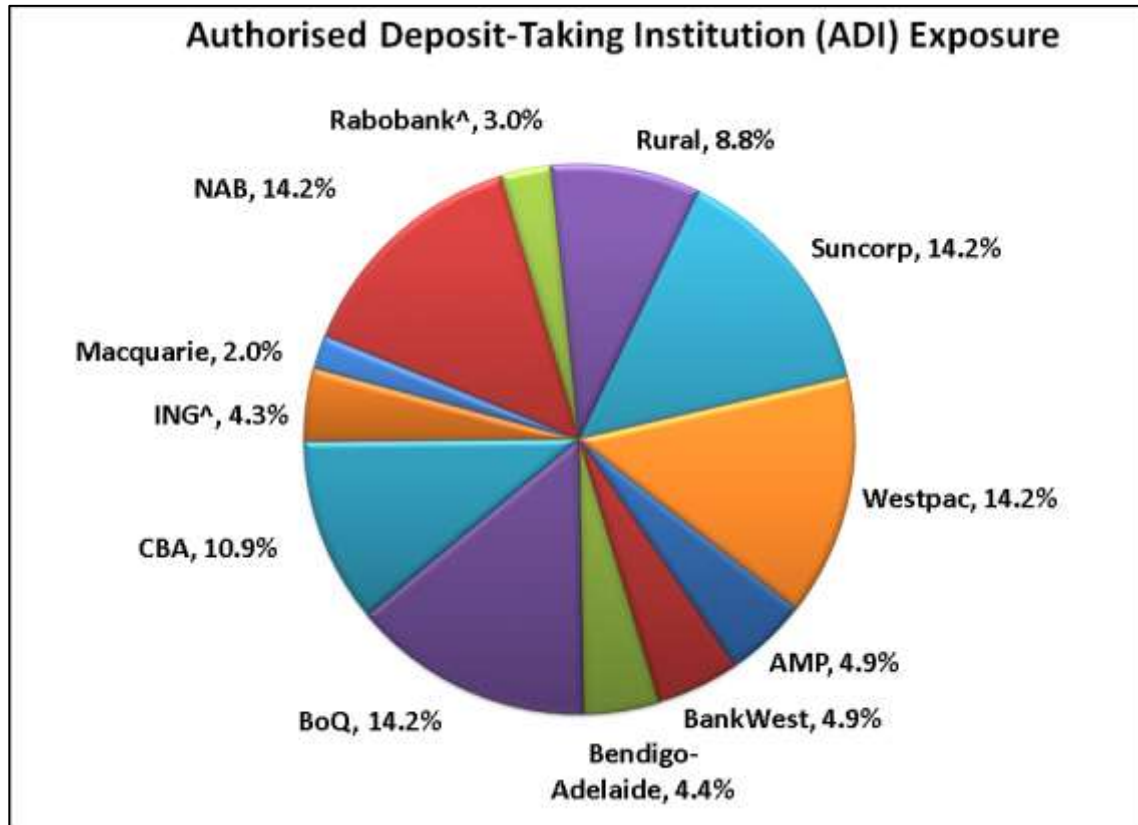
Long Term Institutional Exposure by Credit Rating					
ADI	Exposure \$M	Rating	Policy Limit	Actual	Capacity
Westpac	\$14.5M	AA-	15.0%	14.2%	\$0.85M
NAB	\$1.5M	AA-	15.0%	1.5%	\$13.85M
Rabobank^	\$3.2M	A+	5.0%	3.0%	\$2.05M
Macquarie	\$1.0M	A	15.0%	1.0%	\$14.35M
BoQ	\$10.5M	BBB+	5.0%	10.3%	-\$5.39M
Bendigo-Adelaide	\$1.5M	BBB+	5.0%	1.5%	\$3.62M
Total	\$32.20M			31.5%	

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

Rural Bank maintains a separate ADI licence, and is therefore a legally separate counterparty. However should they merge assets with Bendigo-Adelaide, Council may be temporarily overweight with the combined entity and will be mindful of this with future investments.

BoQ has no further maturities scheduled until Q4. Over time, long-dated deposits will reclassify as short-term and portfolio targets will be restored. The current intention is not to break excess deposits, but to halt new purchases.

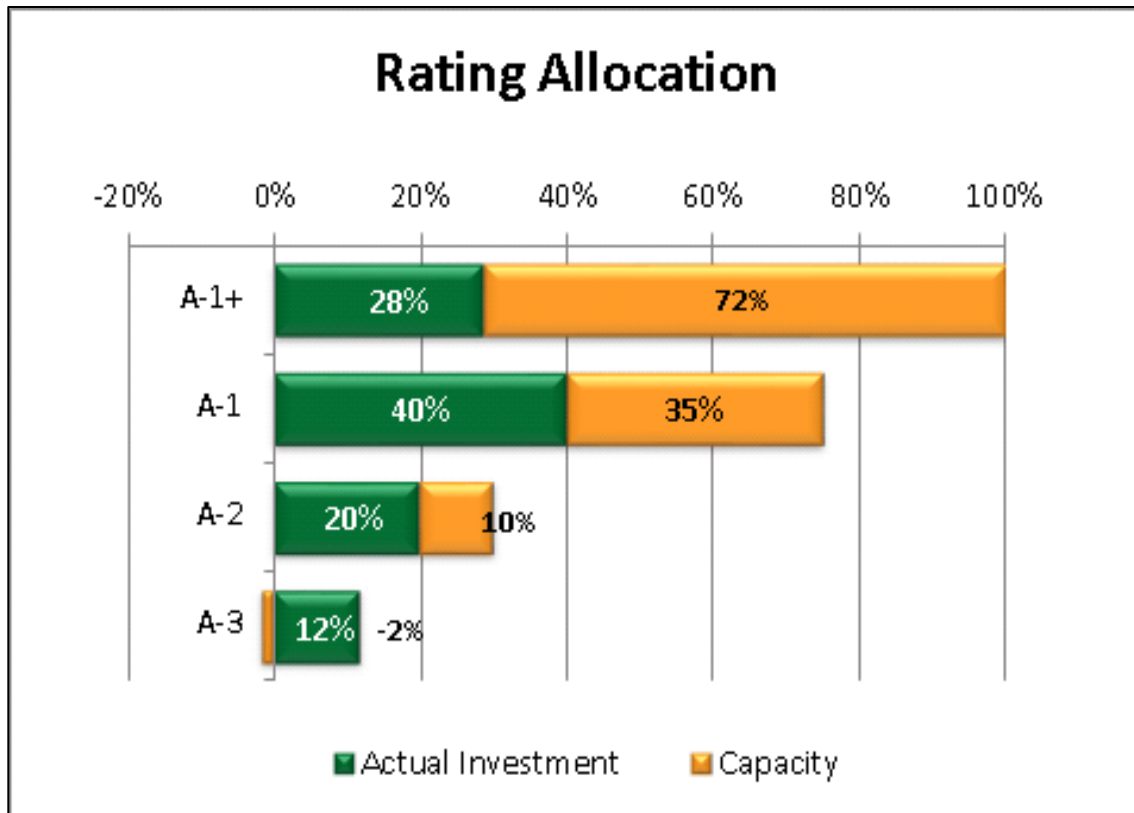
The counterparties are quite diverse across the larger banks (notably NAB and Suncorp, which were unaffected by the S&P downgrades):



With Suncorp too within \$800k of Policy limit, new investments are further constrained.

Credit Quality

A-1+ (the domestic majors) and A-1 (the higher rated regional) rated ADIs are the largest share of Council's investments.

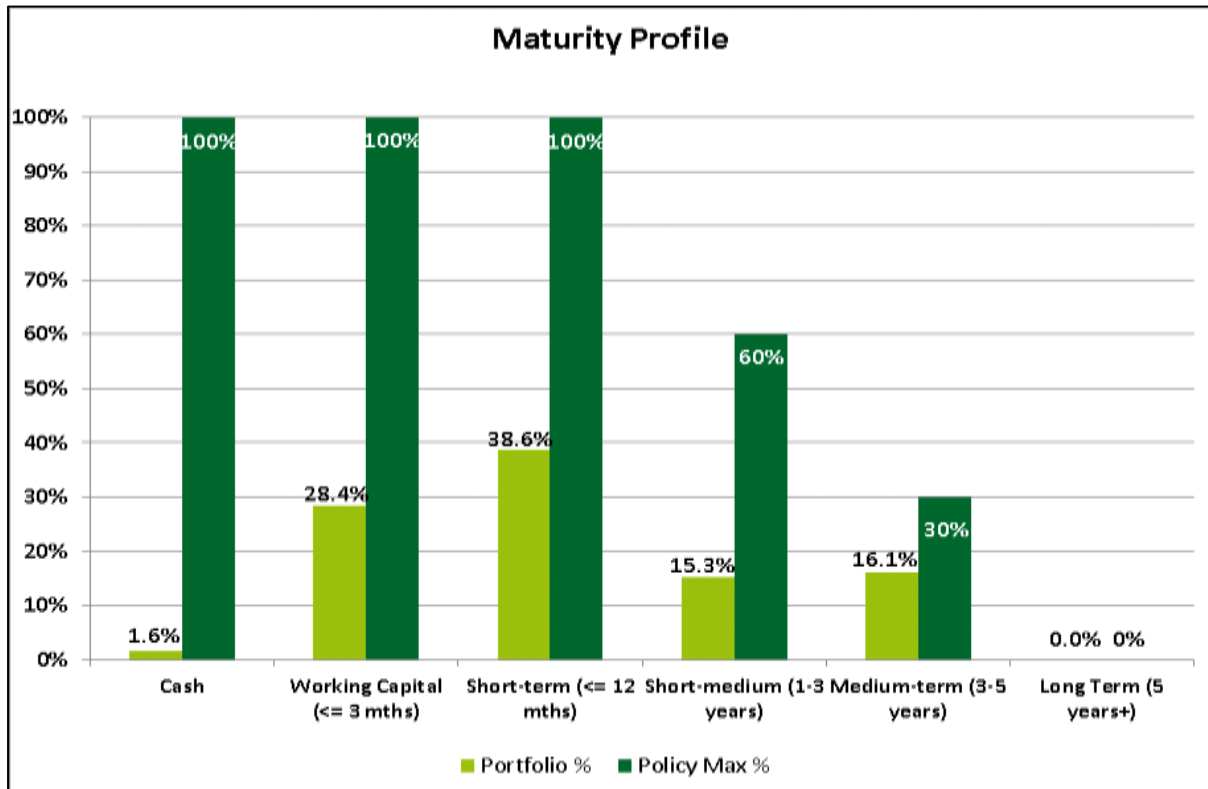


Collectively, and when grouping by long or short term, each category is in line with target levels:

Total Exposure By Credit Rating				
S & P Long Term Rating	S & P Short Term Rating	Exposure \$M	Policy limit	Actual
AAA	A-1+	\$29.1M	100.0%	28.5%
AA	A-1	\$41.0M	75.0%	40.1%
A	A-2	\$20.2M	30.0%	19.7%
BBB	A-3	\$12.0M	10.0%	11.7%
Total		\$102.30M		100.0%

Term to Maturity

The portfolio remains adequately liquid with approximately 1.6% of investments at-call and another 28.4% of assets maturing within 3 months. This is well above the minimum of approximately 15% of near-term pipeline required. There is high capacity to lengthen investments, and particularly to invest at terms greater than 1 year. Council purchased some longer-term maturities up to 5 years during March, resulting in the following mix currently:



Consecutive months of very strong employment data followed long-term malaise in the labour market, and was seen as supporting a rate increase. The RBA admitted they consider the “neutral” rate to be around 3½%, but could not advance the discussion as the \$A spiked almost 5% in the month against the \$US.

2017-18 Budget

Source of Funds Invested	
Section 94 Developer Contributions	\$45,000,000
Restricted Grant Income	\$1,500,000
Externally Restricted Reserves	\$18,000,000
Internally Restricted Reserves	\$26,000,000
General Fund	\$11,800,000
Total Funds Invested	\$102,300,000

Council's investment portfolio has decreased by \$3.1 million since the June reporting period. The decrease primarily relates to payments for capital works and operational expenses for the July period. The source of funds invested are indicative only, due to Council's annual financial reports still being finalised for 30 June 2017.

INTEREST RECEIVED DURING 2017/18 FINANCIAL YEAR				
	July	Cumulative	Original Budget	*Revised Budget
General Fund	\$125,294	\$125,294	\$1,400,000	\$1,400,000
Restricted	\$144,000	\$144,000	\$1,220,000	\$1,220,000
Total	\$269,294	\$269,294	\$2,620,000	\$2,620,000

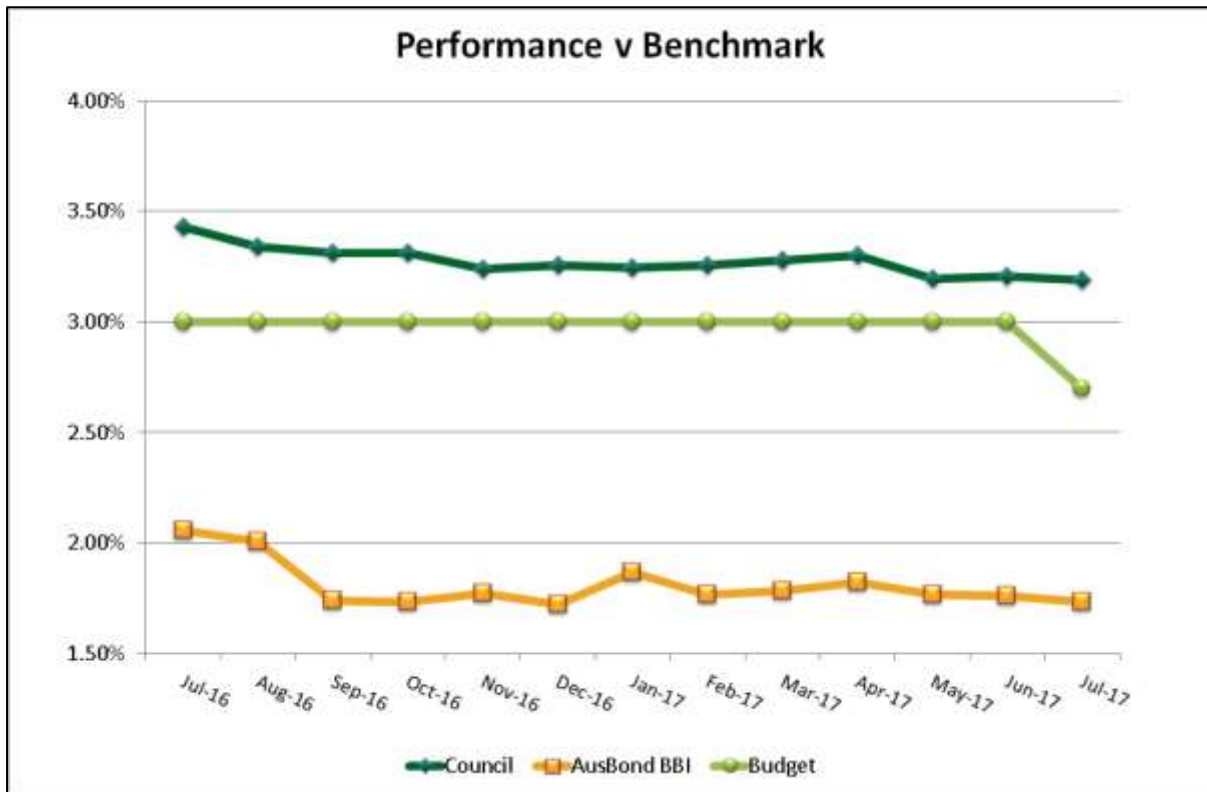
*The Revised Budget is reviewed on a quarterly basis as part of the Budget Process

Interest Summary

The portfolio's interest summary as at 31st July 2017 is as follows:

NUMBER OF INVESTMENTS	83
AVERAGE DAYS TO MATURITY	468
AVERAGE PERCENTAGE	3.18% p.a.
WEIGHTED PORTFOLIO RETURN	3.19% p.a.
CBA CALL ACCOUNT *	1.20% p.a.
HIGHEST RATE	5.10% p.a.
LOWEST RATE	2.41% p.a.
BUDGET RATE	2.70% p.a.
AVERAGE BBSW (30 Day)	1.60% p.a.
AVERAGE BBSW (90 Day)	1.70% p.a.
AVERAGE BBSW (180 Day)	1.83% p.a.
OFFICIAL CASH RATE	1.50% p.a.
AUSBOND BANK BILL INDEX	1.73% p.a.

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



The portfolio's outperformance over the benchmark (AusBond Bank Bill Index) continues to be attributed to the longer-dated deposits in the portfolio, and Council has been widening the gap between returns and the benchmark recently. **While 3% was an aggressive budget at a time when rates were falling rapidly, it has been exceeded in every month.**

As existing deposits mature, performance will generally fall as deposits will be reinvested at much lower prevailing rates compared to previous years.

Floating rate investments offer the potential to participate in rising interest rates, while current margins are captured.

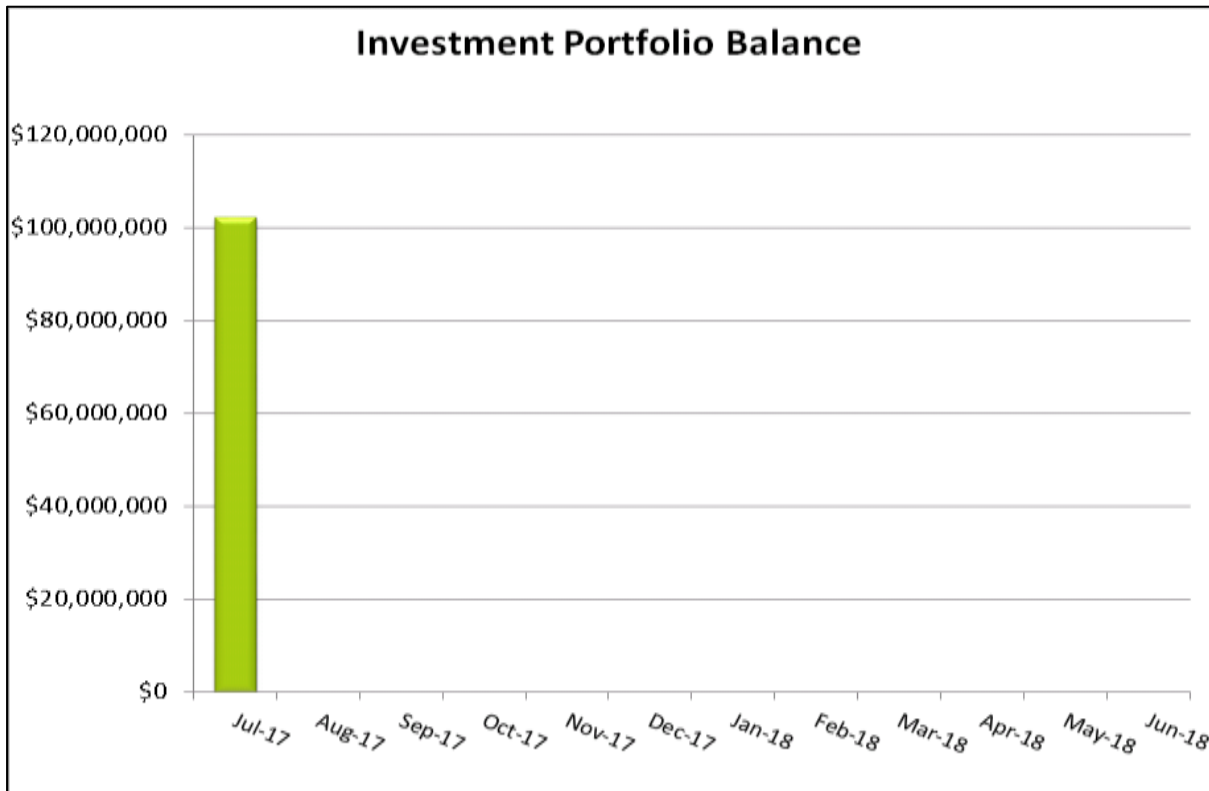
Appendix A – List of Investments

ORD05

Camden Council Investment Portfolio as at 31 Jul 2017								
Institution	Type	Amount	Interest Rate	Date Invested	Maturity Date	Original Term of Investment (days)	Days to Maturity	Interest Accrued as at 31/07/2017
BOQ	TD	\$2,500,000.00	5.00%	4/11/2013	1/11/2018	1823	458	\$92,465.75
BOQ	TD	\$1,000,000.00	5.10%	25/11/2013	22/11/2018	1823	479	\$34,791.78
ING Bank	TD	\$1,000,000.00	4.63%	28/11/2013	23/11/2017	1456	115	\$31,839.18
BOQ	TD	\$1,000,000.00	4.85%	28/11/2013	23/11/2017	1456	115	\$33,352.05
BOQ	TD	\$1,000,000.00	4.65%	27/02/2014	22/02/2018	1456	206	\$19,746.58
Rabobank	TD	\$1,000,000.00	5.00%	28/02/2014	28/02/2019	1826	577	\$21,095.89
Rabobank	TD	\$1,200,000.00	5.00%	3/03/2014	6/03/2019	1829	583	\$24,821.92
Westpac	TD	\$1,500,000.00	4.55%	15/05/2014	15/05/2019	1826	653	\$14,584.93
Westpac	TD	\$1,500,000.00	4.55%	21/05/2014	22/05/2019	1827	660	\$13,276.03
Macquarie Bank	TD	\$1,000,000.00	4.00%	1/08/2014	1/08/2017	1096	1	\$109.59
BOQ	TD	\$1,000,000.00	4.15%	5/08/2014	1/08/2018	1457	366	\$41,500.00
Rabobank	TD	\$1,000,000.00	4.10%	27/11/2014	27/11/2019	1826	849	\$27,745.21
Bendigo Adelaide Bank	TD	\$1,500,000.00	4.25%	28/11/2014	4/12/2019	1832	856	\$42,965.75
NAB	TD	\$1,500,000.00	4.00%	16/12/2014	11/12/2019	1821	863	\$37,479.45
Macquarie Bank	TD	\$1,000,000.00	3.85%	19/12/2014	19/12/2019	1826	871	\$23,732.88
Rural Bank	TD	\$2,000,000.00	3.70%	9/01/2015	9/01/2018	1096	162	\$41,358.90
Rural Bank	TD	\$1,500,000.00	3.70%	14/01/2015	15/01/2018	1097	168	\$30,258.90
Westpac	TD	\$1,000,000.00	3.90%	2/02/2015	2/02/2020	1826	916	\$19,232.88
Bendigo Adelaide Bank	TD	\$1,000,000.00	3.00%	14/10/2015	18/10/2017	735	79	\$23,917.81
Bendigo Adelaide Bank	TD	\$2,000,000.00	3.00%	20/11/2015	22/11/2017	733	114	\$41,589.04
BOQ	TD	\$1,000,000.00	3.05%	25/11/2015	29/11/2017	735	121	\$20,806.85
NAB	TD	\$1,000,000.00	2.70%	14/09/2016	28/08/2017	348	28	\$23,745.21
NAB	TD	\$1,000,000.00	2.75%	5/10/2016	2/08/2017	301	2	\$22,602.74
NAB	TD	\$1,000,000.00	2.80%	19/10/2016	4/10/2017	350	65	\$21,939.73
NAB	TD	\$1,500,000.00	2.75%	26/10/2016	25/09/2017	334	56	\$31,530.82
NAB	TD	\$1,500,000.00	2.80%	2/11/2016	30/10/2017	362	91	\$31,298.63
CBA	TD	\$2,000,000.00	2.75%	3/01/2017	3/01/2018	365	156	\$31,643.84
BOQ	TD	\$1,000,000.00	2.75%	4/01/2017	9/10/2017	278	70	\$15,746.58
Westpac	TD	\$1,000,000.00	3.60%	1/02/2017	1/02/2022	1826	1646	\$9,073.97
Westpac	TD	\$1,500,000.00	3.57%	2/02/2017	2/02/2022	1826	1647	\$13,350.82
Westpac	TD	\$1,000,000.00	3.56%	10/02/2017	10/02/2022	1826	1655	\$8,192.88
BOQ	TD	\$1,500,000.00	3.75%	15/02/2017	15/02/2022	1826	1660	\$25,736.30
Westpac	TD	\$2,000,000.00	3.64%	22/02/2017	22/02/2022	1826	1667	\$14,161.10
Suncorp Metway	TD	\$2,000,000.00	2.62%	20/02/2017	21/08/2017	182	21	\$23,256.99
BOQ	TD	\$1,000,000.00	3.75%	27/02/2017	28/02/2022	1827	1673	\$15,924.66
Westpac	TD	\$1,000,000.00	3.55%	28/02/2017	28/02/2022	1826	1673	\$6,224.66
Bankwest	TD	\$1,000,000.00	2.60%	28/02/2017	8/08/2017	161	8	\$10,969.86
Westpac	TD	\$1,000,000.00	3.58%	1/03/2017	1/03/2022	1826	1674	\$5,983.01
NAB	TD	\$1,000,000.00	2.56%	1/03/2017	9/08/2017	161	9	\$10,730.96
Westpac	TD	\$1,000,000.00	3.60%	3/03/2017	3/03/2022	1826	1676	\$5,621.92
NAB	TD	\$1,500,000.00	2.60%	8/03/2017	14/08/2017	159	14	\$15,600.00
Westpac	TD	\$1,000,000.00	3.61%	9/03/2017	9/03/2022	1826	1682	\$5,241.92
ING Bank	TD	\$1,000,000.00	2.70%	13/03/2017	11/09/2017	182	42	\$10,430.14
BOQ	TD	\$1,000,000.00	3.60%	15/03/2017	15/03/2021	1461	1323	\$13,709.59
Suncorp Metway	TD	\$2,000,000.00	2.60%	20/03/2017	11/09/2017	175	42	\$19,090.41
BOQ	TD	\$500,000.00	3.80%	23/03/2017	23/03/2022	1826	1696	\$6,819.18
Suncorp Metway	TD	\$1,000,000.00	2.58%	27/03/2017	18/09/2017	175	49	\$8,976.99
AMP	TD	\$1,000,000.00	2.75%	29/03/2017	20/09/2017	175	51	\$9,417.81
BOQ	TD	\$1,000,000.00	3.50%	3/04/2017	7/04/2021	1465	1346	\$11,506.85
Suncorp Metway	TD	\$1,000,000.00	2.62%	5/04/2017	27/09/2017	175	58	\$8,470.14
NAB	TD	\$1,000,000.00	2.59%	10/04/2017	10/04/2018	365	253	\$8,018.36
CBA	TD	\$1,000,000.00	2.55%	12/04/2017	11/10/2017	182	72	\$7,754.79
Rural Bank	TD	\$1,500,000.00	2.65%	19/04/2017	4/09/2017	138	35	\$11,326.03
Suncorp Metway	TD	\$1,000,000.00	2.58%	24/04/2017	23/10/2017	182	84	\$6,997.81
Suncorp Metway	TD	\$1,500,000.00	2.60%	1/05/2017	16/10/2017	168	77	\$9,830.14
Suncorp Metway	TD	\$1,500,000.00	2.60%	3/05/2017	25/10/2017	175	86	\$9,616.44

Attachment 1

Camden Council Investment Portfolio as at 31 Jul 2017								
Institution	Type	Amount	Interest Rate	Date Invested	Maturity Date	Original Term of Investment (days)	Days to Maturity	Interest Accrued as at 31/07/2017
BOQ	TD	\$1,000,000.00	3.60%	8/05/2017	4/05/2022	1822	1738	\$8,383.56
Bankwest	TD	\$1,000,000.00	2.55%	10/05/2017	1/11/2017	175	93	\$5,798.63
Rural Bank	TD	\$1,000,000.00	2.55%	15/05/2017	4/10/2017	142	65	\$5,449.32
Rural Bank	TD	\$1,000,000.00	2.65%	15/05/2017	6/11/2017	175	98	\$5,663.01
Westpac	TD	\$1,000,000.00	3.10%	16/05/2017	17/05/2021	1462	1386	\$6,539.73
Suncorp Metway	TD	\$1,000,000.00	2.60%	17/05/2017	8/11/2017	175	100	\$5,413.70
Suncorp Metway	TD	\$1,000,000.00	2.60%	22/05/2017	13/11/2017	175	105	\$5,057.53
Suncorp Metway	TD	\$1,500,000.00	2.59%	25/05/2017	15/11/2017	174	107	\$7,237.81
ING Bank	TD	\$1,500,000.00	2.60%	30/05/2017	27/11/2017	181	119	\$6,731.51
CBA	TD	\$1,500,000.00	2.55%	30/05/2017	26/02/2018	272	210	\$6,602.05
Bankwest	TD	\$1,000,000.00	2.45%	5/06/2017	6/09/2017	93	37	\$3,826.03
NAB	TD	\$2,000,000.00	2.45%	7/06/2017	4/12/2017	180	126	\$7,383.56
CBA	TD	\$1,000,000.00	2.55%	9/06/2017	28/02/2018	264	212	\$3,702.74
CBA	TD	\$1,000,000.00	2.55%	9/06/2017	5/03/2018	269	217	\$3,702.74
CBA	TD	\$1,000,000.00	2.55%	9/06/2017	7/03/2018	271	219	\$3,702.74
NAB	TD	\$1,000,000.00	2.48%	14/06/2017	6/12/2017	175	128	\$3,261.97
AMP	TD	\$2,000,000.00	2.60%	21/06/2017	21/06/2018	365	325	\$5,841.10
AMP	TD	\$1,000,000.00	2.60%	21/06/2017	25/06/2018	369	329	\$2,920.55
Suncorp Metway	TD	\$1,000,000.00	2.50%	3/07/2017	11/12/2017	161	133	\$1,986.30
Rural Bank	TD	\$2,000,000.00	2.55%	4/07/2017	18/12/2017	167	140	\$3,912.33
CBA	TD	\$1,000,000.00	2.60%	4/07/2017	2/05/2018	302	275	\$1,994.52
CBA	TD	\$1,000,000.00	2.60%	4/07/2017	7/05/2018	307	280	\$1,994.52
AMP	TD	\$1,000,000.00	2.60%	5/07/2017	11/12/2017	159	133	\$1,923.29
ING Bank	TD	\$1,000,000.00	2.59%	17/07/2017	16/04/2018	273	259	\$1,064.38
Bankwest	TD	\$1,000,000.00	2.45%	20/07/2017	13/12/2017	146	135	\$805.48
Bankwest	TD	\$1,000,000.00	2.41%	27/07/2017	13/12/2017	139	135	\$330.14
NAB	TD	\$500,000.00	2.41%	31/07/2017	13/12/2017	135	135	\$33.01
# TD Investments	83	\$100,700,000.00	3.19%					\$1,238,474.30
CBA	Call Account	\$1,600,000.00	1.70%					
		\$102,300,000.00						



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.

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, recently downgraded with 22 other banks to BBB+ by S&P. However, it is noted that Rural Bank maintains a separate ADI licence from APRA and does not provide cross guarantees with the parent – it is treated as a separate counterparty.

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 31st March 2017, Rural Bank's Tier 1 Capital Ratio stood at 15.31% and its Total Capital Ratio at 16.07%, well above Basel III minimum capital requirements and above those of its parent.

At a group level, Bendigo-Adelaide Bank Ltd earns just over \$200 million each half yearly reporting period. Retail deposits exceeded \$50 billion in the latest period (up from \$48.45 billion in June 2016).

Suncorp Metway Bank

The bank is part of the Suncorp Group, which includes a number of major insurance brands.

It was formed by a merger of three financial institutions, with the Queensland government selling the bulk of its shares in a public offering in 1997.

The insurance group has continued to grow by acquisition since then, with the bank primarily growing organically.

Financial Results

The bank generated similar earnings to Rural Bank, earning \$208 million in the December 2016 half (+0.5%). The Group as a whole earned \$537 million (+1.3%).

The bank has a Tier 1 Capital Ratio of 9.2%, with Total Capital of 13.48% typical of the largest banks.

Its long-term credit rating was affirmed at A+ in the recent S&P review.

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. It was founded in 1898 as a unique network of cooperative banks in the Netherlands, combining their capital strength – this replicated a German innovation. Headquartered in Utrecht, the Netherlands, Rabobank is a cooperative of 123 banks. Today, Rabobank has over AUD\$984 billion in assets (€662 billion)¹, 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.

In early November 2014, ratings agency Standard & Poor's downgraded the Dutch Rabobank group, and therefore Rabobank Australia's long-term credit rating from AA- to A+ (short-term rating from A-1+ to A-1). It remains AA range with the other agencies.

The group has lifted its Tier 1 Capital to 14% and Total Capital Ratio to 25% as at December 2016. Group net profit was EUR2bn in 2016,

From May 2015, new Rabobank Australia deposits are guaranteed only by the Australian subsidiary, not cross guaranteed globally (conversely, there is no cross-claim on Australian assets).

Bank of Queensland

Founded in 1874, BoQ has around 200 branches nationally. Total lending in Queensland is now exceeded by the rest of the country, with NSW now 24% of assets.

BoQ increased its national footprint with the acquisition of the Australian assets of Investec (Australia), rebranded BoQ Specialist Bank.

Financial Results

BoQ earned around \$175m at the latest half year, down from a peak of \$190m. It has been somewhat affected by the slowdown in mining states. However, loan impairments are trending down over time.

Tier 1 Capital is 9.29%, up from 9.0% at the previous half. Its overall capital is in line with Bendigo-Adelaide and above the other large retail banks.

BankWest

Bankwest is a brand of Commonwealth Bank – it no longer holds a separate banking licence and so all deposits are liabilities of CBA.

¹ As a comparison, CBA has approximately AUD\$933 billion in total assets and 45,000 employees