



# Camden Council

## Attachments

**Ordinary Council Meeting**  
**24 February 2015**

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**Camden Civic Centre**  
**Oxley Street**  
**Camden**





# ORDINARY COUNCIL

## ATTACHMENTS - ORDINARY COUNCIL

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# SWIMMING POOL INSPECTION PROGRAM

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## 1. PURPOSE

- 1.1 The *Swimming Pools Act 1992*, Section 22B requires the Council to develop and implement a swimming pool inspection program in consultation with the community that increases pool safety awareness, and reduces infant drowning and near drowning events by ensuring compliance with the requirements of Part 2 of the Act - access to swimming pools – of the *Swimming Pools Act 1992*.
- 1.2 This program must be in place to commence implementation by 29 October 2013. Councils are then required to inspect swimming pools in accordance with the adopted program.

## 2. RELEVANT LEGISLATION AND STANDARDS

- 2.1 The legislation, regulation and standards that apply to the swimming pool inspection program include:
- *Swimming Pools Act 1992*
  - *Swimming Pools Regulations 2008*
  - *Swimming Pools Amendment Act 2012*
  - *Swimming Pools Amendment (Consequential Amendments) Regulation 2013*
  - Building Code of Australia
  - Australian standards AS 1926.1
  - Australian standards AS 1926.2

## 3. RELEVANT DEFINITIONS

- 3.1 **Certificate of Compliance-** in respect of swimming pools means a certificate issued under section 22D of the *Swimming Pools Act*.
- 3.2 **Multi-occupancy Development** – a building or buildings that is, or are, situated on premises that consists of two or more dwellings.
- 3.3 **Relevant Occupation Certificate** – in respect of a swimming pool, which means an occupation certificate issued under the *Environmental Planning and Assessment Act 1979* that is less than 3 years old and that authorises the use of the swimming pool.
- 3.4 **Swimming Pool-** means an excavation, structure or vessel:
- a. that is capable of being filled with water to a depth greater than 300 mm and
  - b. that is solely or principally used, or that is designed, manufactured or adapted to be solely or principally used, for the purpose of swimming, wading, paddling or any other human aquatic activity, and includes a spa pool but does not include a spa bath, anything that is situated within a bathroom or anything declared by regulations not to be a swimming pool for the purposes of this Act.

- 3.5 **Tourist and Visitor Accommodation-** means a building or place that provides temporary or short-term accommodation on a commercial basis and includes backpackers accommodation, bed and breakfast accommodation, farm stay accommodation and serviced apartments.

#### **4. THE IMPORTANCE OF POOL SAFETY**

- 4.1 Swimming pools offer a social amenity that is of great benefit to those who have use and access to it. With this however goes an obligation outlined in legislation to maintain the pool in a safe manner.
- 4.2 The regulatory regime of pools on private property has been the subject of ongoing legislative review due to the tragic infant and toddler injury and death in swimming pools.
- 4.3 Children aged 4 years of age and under are the most vulnerable. They are dependent on their parents or carers for their safety. The personal and social cost associated with the death of a child is enormous and cannot be adequately described. The death of a young child in circumstances that could have been prevented is a tragedy for all.

#### **5. THE INSPECTION PROGRAM**

- 5.1 From October 2013 all councils are required to have in place and implement a program of swimming pool inspections. The purpose of inspections is to issue a certificate indicating that pool barriers in place comply with the pool safety legislative requirements.

#### **6. WHAT IS A POOL CERTIFICATE OF COMPLIANCE?**

- 6.1 A Pool Certificate of Compliance is issued once a pool has been inspected against the relevant pool safety requirements. The certificate is valid for three years. A pool may be inspected more frequently than three years if a complaint has been received with respect to pool safety or there is good reason to suspect the pool no longer complies with the pool safety requirements.

#### **7. WHAT HAPPENS IF A POOL CERTIFICATE OF COMPLIANCE CANNOT BE ISSUED?**

- 7.1 A Pool Certificate of Compliance cannot be issued if the pool is not passed at inspection as meeting the various requirements under the applicable standards. In such a case either Council or an accredited certifier must issue a notice specifying the works required. If the works are not undertaken or the pool cannot pass a subsequent inspection then a Penalty Infringement Notice will be issued. Continuing refusal to comply will result in legal action.

## 8. HIGH RISK POOLS INSPECTED EVERY THREE YEARS

8.1 The legislation requires properties considered high risk to have their pool inspected every 3 years. This includes pools associated with:

- a moveable dwelling, hotel, motel, tourist / visitor accommodation, serviced apartments and other multi-occupancy developments.
- backpackers, bed and breakfast, farm stay accommodation, serviced apartments and residences of more than 2 occupancies.
- Child car centre / Family day car or premises accessed regularly by children for other than domestic purposes

## 9. PROPERTIES BEING SOLD OR RENTED / LEASED

9.1 From 29 April 2015 all properties with a pool being sold or rented / leased must have a current Pool Certificate of Compliance. Where a property with a pool is being sold or rented / leased, the pool owners must request an inspection and comply with the requirements of the inspection before a Pool Certificate of Compliance can be issued.

## 10. NUMBER OF POOLS THAT WILL BE INSPECTED

10.1 Council will undertake the inspection of a minimum of 400 swimming pools per year. The proactive inspection program will incorporate a risk based approach whereby the following swimming pools will be given priority.

- High risk pools that are required to be inspected every 3 years as specified in Section 8.
- Properties that require a Pool Certificate of Compliance because the property is being sold or rented / leased.
- All other swimming pools in the local government such as older pools, pools that have never been inspected or any other pool where Council has reasonable concern regarding the safety of a swimming pool barrier. Such pools may be required to obtain a Pool Compliance Certificate once the pool barrier complies with the relevant requirements.

## 11. FEES

11.1 The *Swimming Pool Act* provides that Council may charge a fee the inspection conducted by an authorised officer, being a fee that is no greater than the maximum fee prescribed by the *Swimming Pool Regulation*. At the time of gazettal of the *Swimming Pool Regulation* (April 2013) the maximum initial inspection of \$150 is payable and a second inspection fee of \$100 is payable. No fee may be charged for further inspection.

11.2 Council will charge a fee of \$150 for an initial inspection (which includes the issue of a Certificate of Compliance for complying pool fences) and \$100 for one follow-up inspection.

## 12. EDUCATION AND AWARENESS

- 12.1 Pool owner education and awareness is essential in contributing to the success of the inspection program.
- 12.2 An ongoing complimentary community education and awareness program will be delivered through community publications, media releases, website information, owner self-assessment pool fence checklists and pool safety officer interaction with the public.
- 12.3 The importance of pool barrier maintenance and adult supervision a key messages to be delivered in a program.
- 12.4 The rates of pool barrier compliance are expected to progressively increase as a result of the inspection program and the gradual improvement of the level of community education awareness.

## 13. PENALTIES

- 13.1 There are a number of offences under that Act which attract fines, as follows:

Offence under the Act	Penalty Notice (issued by Council)	Court Maximum Penalty
<b>Section 7(1):</b> Failure to comply with general requirements for outdoor pools associated dwellings	\$550	50 penalty units = \$5500
<b>Section 12:</b> Failure to comply with general requirements were comfortable pools associated with movable dwellings and tourist and visitor accommodation	\$550	50 penalty units = \$5500
<b>Section 14:</b> Failure to comply with general requirements for indoor pools	\$550	50 penalty units = \$5500
<b>Section 15(1):</b> Failure to maintain child resistant barrier	\$550	50 penalty units = \$5500
<b>Section 16:</b> Failure of occupier to keep access to pool securely closed	\$550	50 penalty units = \$5500
<b>Section 17(1):</b> Failure to display or maintain a prescribed warning notice people	\$110	5 penalty units= \$550
<b>Section 23 (3):</b> Failure to comply direction (pool safety order)	\$550	50 penalty units= \$5500
<b>Section 30B(1):</b> Failure to register a pool	\$220	20 penalty units= \$2200

ORD01

**14. THE ROLE OF CERTIFIERS**

- 14.1 Pool owners may request an Accredited Certifier to provide a pool certificate of compliance. Accredited Certifiers may set their own fees. Having conducted an inspection, if the pool does not meet the applicable standard, the Accredited Certifier may allow a pool owner six (6) weeks to rectify deficiencies before advising Council, or if considered to be a significant public hazard a certifier may notify Council immediately. Upon notification Council may commence compliance action.

\* \* \*

Attachment 1



# SIGNS & BANNERS

## POLICY 2.8

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ORD02

Attachment 1

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## SIGNS & BANNERS IN A PUBLIC PLACE

**DIVISION:** DEVELOPMENT & HEALTH

**PILLAR:** GOVERNANCE; ACCESSIBILITY; ECONOMIC & COMMUNITY DEVELOPMENT

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**FILE / BINDER:**

**OBJECTIVE:**

- I. To provide an avenue for the promotion of community events and functions that contribute to the Camden Community; and
- II. To manage the erection of signage in all public places to prevent inappropriate or inappropriately positioned signage on roadsides and reserves.

**BACKGROUND:**

In acknowledgment of the need for non-profit community groups, and Council to publicise local community events, a Policy is needed to put in place control measures on banners and signs erected in a public place within Camden Local Government Area.

The Policy primarily aims to provide an approval mechanism for the erection of non-commercial, temporary advertising such as banners and signs on roads and reserves. Such approval is generally restricted to community, non-profit groups and organisations for the erection and placement of such signage so as to preserve public amenity and safety. Any other organisation that purports to serve the community benefit but does not achieve compliance with the definition of non-profit, consideration may be given to approval of an application based on a written justification as to the community benefit. Any such approval may be granted no more than 2 weeks prior to the event and in any case all conforming non-profit applications will be given precedent.

To assist non-profit and community organisations Council does not currently charge a fee for the use of the approved locations, however this is subject to change as determined by the annual fees and charges schedule adopted by Council.

There are thirteen (13) sites in the Local Government Area where the erection of banners or signs may be approved within a public place.

The approved sites are:

Suburb	Location	Number of banners
Camden	South western corner of Old Hume HWY and Camden Bypass	2
Camden	Northern corner of Old Hume HWY and Camden Bypass	2
Camden	Rotary Cowpasture Reserve, Argyle Street near Cowpasture Bridge	1



Catherine Field	Catherine Field Road corner of Barry & Deepfields Road	2
Catherine Field	Catherine Field Road next door to the Rural Fire Service building <i>(see below diagram – behind copper logs)</i>	1
Gregory Hills	Intersection of Camden Valley Way and Gregory Hills Drive on the south east side of the intersection	1
Harrington Park	The Northern Road north of Hillside Drive	2
Kirkham	Kirkham Park, Kirkham opposite Kirkham Lane	2
Leppington	Camden Valley Way north east of Denham Court Rd	2
Mount Annan	Narellan Road, east of Mount Annan Drive	2
Narellan	Intersection of Narellan Road and Camden Bypass	2
Narellan	Southern side of The Northern Road, south east of Porrenede Street	2
Rossmore	Bringelly Road corner of Masterfield Road	1

#### POLICY STATEMENT:

To develop and maintain a register and booking system of banners and signs approved by Council to be erected in/on a public place for the advertising of community events and functions.

The primary aim of the Policy is to permit applications for the erection of signs and banners by eligible organisations that achieve the "non-profit" status. However should any party or organisation that does not satisfy the definition of "non-profit" be able to adequately justify why they should be permitted access to the Policy then consideration will be given to that request. Any such request must be made in writing justifying the benefit to the community of Camden.

Banners or signs should not interfere with pedestrian or vehicular movement and must not encroach over the kerb toward the carriageway.

A maximum of two banners or signs may be displayed at any approved location at the same time with the exception of three sites that only allow 1 banner to be erected. Approval will be given for a **maximum of three banners or signs from each organisation** to be displayed at any of the approved sites per event. A further application may be made to Council two weeks prior to the event for additional sites and this request will be reviewed subject to current demand.

#### LIABILITY:

Any damage to public land as a result of the erection of any banner or sign will be repaired at the expense of the organisation displaying the banner or sign.

It should also be noted that Council is not liable or responsible for banners or signs, which are lost, stolen or damaged.

All organisations must have their own Public Risk Insurance Policy which nominates Camden Council as an interested party. The subject policy must provide insurance coverage for the display of the banner and any such incident which may arise from having that banner erected in a public place.

**DEFINITIONS:****Banner**

A soft plastic/canvas/polycanvas material bearing letters and numbers and/or pictures, and visible from or on a public place. Banners are usually longer than they are high and fixed to a solid frame or posts using rope, wire or cable ties.

**Sign**

A rigid article made of wood/coreflute/ paper etc, bearing letters and numbers characters and/or pictures, and visible from or on a public place. Signs are usually affixed to one or two posts.

**Non- Profit Organisation**

*Is an organisation that is not operating for the profit or gain of its individual members, whether these gains would have been direct or indirect. Any profit made by the organisation goes back into the operation of the organisation to carry out its purposes and is not distributed to any of its members.*

(Definition as defined by the Australian Tax Office)

**BANNER DESIGN:**

This Policy applies to all banners and signs erected in a public place within the Camden Local Government Area. Council reserves the right to refuse the application of any banner or sign in which Council feels is inappropriate and does not reflect the amenity of Camden Local Government Area or if it is believed the organisation is dominating the area with requests for advertising. Banners that contain any but not limited to the following will not be approved or permitted:-

- Projects an offensive message
- Displays an offensive image
- Contains offensive language
- Incites hatred or aggression in any form
- Is unlawful under local, state or federal law
- Is considered as promotion of a political, racial or religious nature; and
- Is of a commercial nature that provides benefit to a private entity or person.

With the erection of banners and signs close to roads, Council needs to consider the safety of all road users. With the potential of banners and signs detaching from their anchor point during strong winds, banners must contain at least one of the below measures:

- Be constructed from a "breeze through material"
- Be constructed from heavy gauge sign vinyl
- Contain at least 3 air holes of not less than 12cm diameter

Council has the discretion to remove immediately any banner or sign which Council feels is a safety threat to road users and members of the community. The owner will be contacted to collect the banner or sign and it will be the discretion of Council as to whether the approval is to be rescinded at that time.

**1. TEMPORARY SIGNAGE THAT WILL NOT BE CONSIDERED**

In accordance with Council's Development Control Plan 2011 the following temporary signs in a public place are prohibited and will not be considered for approval:

- (a) Advertising on parked cars, trailers, shipping containers, whether or not registered where the principal purpose is for advertising (other than vehicles used for the primary purpose of conveying passengers or goods)
- (b) Flashing, electronic, running or moving signs (other than those signs authorised for traffic management)
- (c) Any temporary advertising placed on the footpath or roadway (includes "A" frame signage)
- (d) Inflatable balloons or other inflatable devices
- (e) Any temporary advertising attached to power poles, trees, street lights, guide posts or the like.
- (f) Real Estate signs on public land – All Real Estate signs must be within the boundary of the advertised property.

## 2. STANDARDS FOR APPROVAL

- a) No banner or sign will be permitted to be placed, displayed or exposed in, on or over any public place without the prior approval of Council, where Council is the appropriate authority.
- b) Advertising will only be approved where the advertised event provides benefit to a community within the Camden Local Government Area, and does not in any way profit a single commercial entity.
- c) The person or organisation erecting the banner:
  - a) Is responsible for maintaining the banner during its display and for its removal;
  - b) Is responsible for the banner to be securely fastened at each end to the supports that will not collapse in the wind;
- d) The person/ organisation erecting a banner or sign at a location is to be considerate of other banners or signs already erected at the approved site. Any banner or sign that has been placed in front of another sign may have their approval rescinded and be asked to remove the banner or sign immediately from the location. Failure to remove the banner or sign may result in the banner or sign being impounded.
- e) A sign or banner observed on public land without the required approval may be impounded under the *Impounding Act 1993* and held by Council for a period of twenty-eight (28) days.
 

Where possible, the owner of the article will be contacted and informed of the impounding. The article may be claimed by its owner and will be released, subject to the payment of the appropriate impounding fees. Fees for the removal and storage of the impounded article are determined in accordance with Council's "Adopted Pricing Schedule of Miscellaneous Fees & Charges" so as to recover Council's costs in providing these services.
- f) If the article is not claimed by the owner within 28 days after being notified then Council will dispose of the article at its absolute discretion by either selling the article or destroying the article in accordance with the *Impounding Act 1993*.
- g) A sign or banner that has been approved by Council but breaches any conditions contained in this Policy may be immediately impounded under the *Impounding Act 1993* and held by Council for a period of twenty-eight (28) days.

ORD02

Attachment 1

- h) Where it is considered that any one organisation is dominating the available advertising areas to the detriment of the broader community, Council may limit the number of banner applications approved for that one organisation in a calendar year. The organisation will be notified in writing by Council of any such decision.
- i) If the situation arises where Council receives two (2) or more applications where the site is limited to available numbers on a requested date, the first applicant to confirm their booking as per the Policy will take precedence over the others. The unsuccessful applicant/s will be advised of any alternate banner locations.
- j) Failure to comply with any of the above conditions may result in the impounding of the article, and/or a fine of \$330.

### 3. CONDITIONS OF APPROVAL

- a) Applications for the erection of signs or banners must be submitted at least fourteen (14) working days prior to the intended date of display.
- b) Applications will only be approved once the application form has been completed and returned to Council.
- c) A photograph/plan/drawing of the article must be accompanied with the application. (Photograph will only need to be submitted on one (1) occasion as Council will store on file. Note: Any new photograph/plan will need to be submitted if changes are made prior to being erected)
- d) Applications will not be accepted more than 12 months in advance of the intended date of display. The decision of Council is final and not open to appeal.
- e) Articles may be erected for a maximum of fourteen (14) days prior to the advertised event.
- f) Articles shall be removed within two (2) days of the conclusion of the event. If any banner or sign is not removed within this time frame, Council may impound the article and the owner will be subjected to all charges incurred. (refer to 1.2 & 1.3)
- g) Where events are sponsored, any corporate sponsor's logos on any sign or banner **shall not exceed 25% of the total area** of the subject article.
- h) Dimensions of banners shall not exceed 6000mm long, and 1000mm high, and dimension of rigid signs shall not exceed 1000mm by 1000mm.
- i) All articles erected must be safely secured with either rope or wire to star pickets with protective caps, embedded at least 500mm into the soil. Freestanding articles of any nature will not be permitted.
- j) Banners should have appropriate number and sized holes to ensure that they do not trap the wind and tear away from the anchor points.
- k) Articles shall be positioned close and parallel to fences where possible, or otherwise positioned so as not to cause vehicular or pedestrian obstruction, or impede traffic sight lines.

- l) Maximum overall height allowed shall not exceed 1.5m above ground level.
- m) No banner or sign shall be erected on or over any enforceable road sign which may inhibit the ability to enforce that sign in accordance with any Act or regulation.
- n) No person shall move or remove any other banner or sign erected at a site in which they do not have the authority to do so.

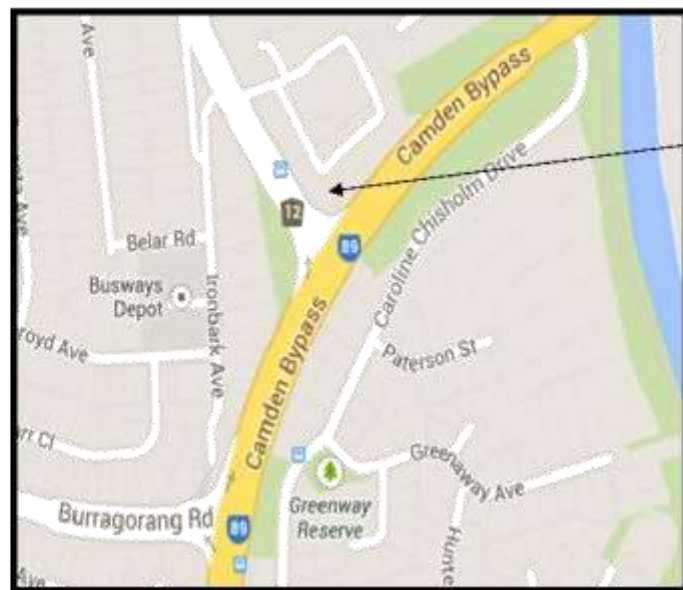
**4. LOCATIONS WHERE ADVERTISING MAY BE APPROVED**

**CAMDEN**

- a) South Western corner of Old Hume Highway and Camden Bypass (2 x banners/signs at the site will be approved)



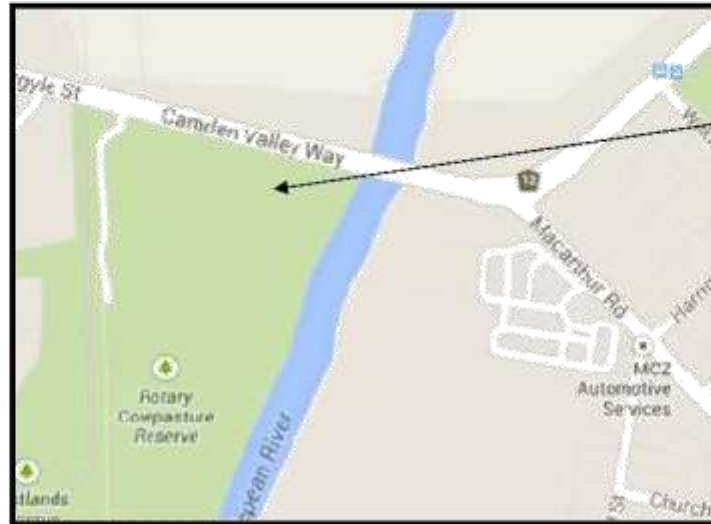
- b) Northern corner of Old Hume Highway and Camden Bypass (2 x banners/signs at the site will be approved)



ORD02

Attachment 1

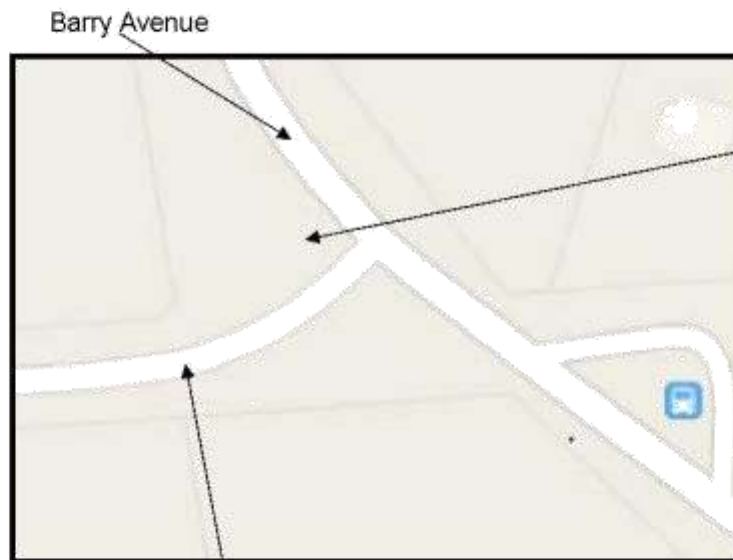
- c) Rotary Cowpasture Reserve, Argyle St near Cowpasture Bridge (2 x banners/signs at the site will be approved)



Area available for display

**CATHERINE FIELD**

- a) Catherine Field Road corner of Barry Ave & Deepfields Road (2 x banners/signs at the site will be approved)

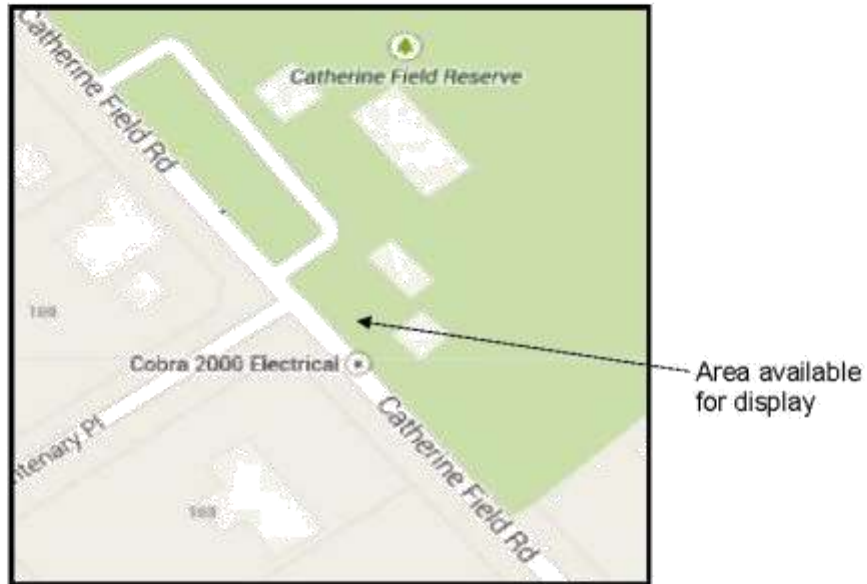


Area available for display

Catherine Field Road



- b) Catherine Field Road next door to the Rural Fire Service Building (1 x banner/sign at the site will be approved)



**GREGORY HILLS**

- Intersection of Camden Valley Way and Gregory Hills Drive on the south east side of the intersection (1 x banner/sign at the site will be approved)



ORD02

Attachment 1

**HARRINGTON PARK**

The Northern Road Harrington Park, north of Hillside Drive  
(2 x banners/signs at the site will be approved)



Area available for display

**KIRKHAM**

Kirkham Park, Kirkham, opposite Kirkham Lane  
(2 x banners/signs at the site will be approved)



Area available for display



**LEPPINGTON – (Please note site is currently unavailable)**

Camden Valley Way north east of Denham Court Road  
(2 x banners/signs at the site will be approved)



Area available for display

**MOUNT ANNAN**

Southern side of Narellan Road, East of Mt Annan Dr  
(2 x banners/signs at the site will be approved)



Area available for display

ORD02

Attachment 1

**NARELLAN**

- a) Intersection of Narellan Road and Camden Bypass  
(2 x banners/signs at the site will be approved)

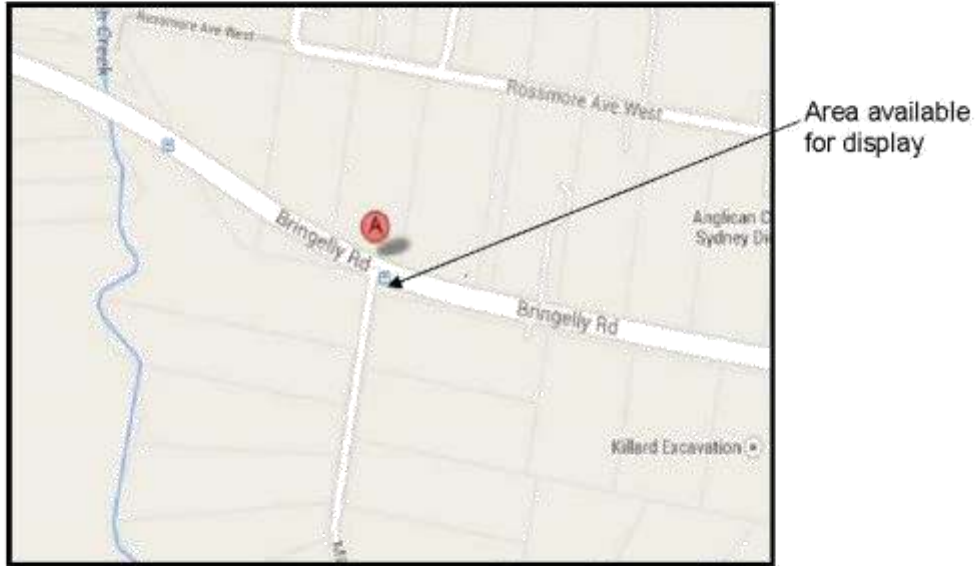


- b) Southern side of The Northern Road, south east of Porrenede Street Narellan  
(2 x banners/signs at the site will be approved)



**ROSSMORE**

Bringelly Road corner of Masterfield Road  
(1 x banner/sign at the site will be approved)



ORD02

Attachment 1

**RELEVANT LEGISLATION:**

**RELEVANT LEGISLATION:**

Local Government Act 1993 no30  
Impounding Act 1993  
Road and Transport Act 2013

**RELATED POLICIES:**

Camden Council Development Control Plan 2011 Chapter B4 Advertising & Signage

**DELEGATIONS:** Yes

**SUSTAINABILITY ELEMENT:** No

**STAFF TRAINING REQUIRED?** No

**POLICY ADOPTED:**

Date:

**NEXT REVIEW DATE:**

**PREVIOUS POLICY**

**ADOPTED:** 27 August 2001



## Application Form Policy 2.8

Please ensure you have read the policy before filling out this form

Name \_\_\_\_\_ Phone \_\_\_\_\_

Organisation \_\_\_\_\_ Address \_\_\_\_\_

Date of event \_\_\_\_\_ Start date for display \_\_\_\_\_ End date for display \_\_\_\_\_

Proposed location of advertising (please tick) **Maximum 3 sites**

Suburb	Location	<input checked="" type="checkbox"/>	Suburb	Location
Camden	South western corner of Old Hume HWY and Camden Bypass	<input type="checkbox"/>	Camden	Northern corner of Old Hume HWY and Camden Bypass
Camden	Rotary Cowpasture Reserve, Argyle Street near Cowpasture Bridge	<input type="checkbox"/>	Catherine Field	Catherine Field Road corner of Barry & Deepfields Road
Catherine Field	Catherine Field Road next door to the Rural Fire Service building	<input type="checkbox"/>	Gregory Hills	Intersection of Camden Valley Way and Gregory Hills Drive on the south east side of the intersection
Harrington Park	The Northern Road north of Hillside Drive	<input type="checkbox"/>	Kirkham	Kirkham Park, Kirkham opposite Kirkham Lane
Leppington	Camden Valley Way north east of Denham Court	<input type="checkbox"/>	Narellan	Intersection of Narellan Road and Camden Bypass
Narellan	The Northern Road, south east of Porrenede Street	<input type="checkbox"/>	Narellan	Southern side of The Northern Road, south east of Porrenede Street
Rossmore	Bringelly Road corner of Masterfield Road	<input type="checkbox"/>		

*I, agree that my banner is no larger than 6000mm long and 1000mm high (or rigid sign 1000mm by 1000mm) and will not exceed 1.5m above ground level when constructed. I have attached a clear photograph/diagram with the measurements marked. I also declare that the event is organised by a non-profit organisation as defined in the Policy and no member or private person will make a direct profit from such event. I, the undersigned, have read and understood the attached policy, and agree to the conditions within. I am aware the proposed banner may be impounded, any further requests denied and a fine of up to \$330 may result if I fail to comply with the conditions contained in the policy.*

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section below to be completed by Council employees only who are applying for sign/banner approval**

Has the sign/banner been approved by Councils Public Relations Officer prior to the submission of this form  Yes  No

**Note: Approval will not be granted until the sign/banner has been approved by Public Relations.**

**How to lodge your application:** - Hand deliver – Camden Council 37 John St Camden / Post - PO Box 183 Camden / FAX: 02 4654 7829 or Email: [mailbox@camden.nsw.gov.au](mailto:mailbox@camden.nsw.gov.au)

**POLICY 2.8**  
Adopted by Council:  
Minute No. \_\_\_\_\_





ORD03

Attachment 1

## ORDINARY COUNCIL

ORD03

**SUBJECT:** FOOD INSPECTION FEES FOR SCHOOL CANTEENS  
**FROM:** Acting Director Planning and Environmental Services  
**TRIM #:** 14/132034

### PURPOSE OF REPORT

The purpose of this report is for Council to consider a request from Camden Public School to refund the food inspection fees and for Council to consider amending its Fees and Charges for not-for-profit school canteens.

### BACKGROUND

Council officers undertake routine inspections of all food premises. These inspections are undertaken in line with the recommendations set by the NSW Food Authority and fees are charged on a 'user pay' basis.

The fees are set each year in Council's adopted Fees and Charges Schedule as part of the budget process.

Council has received a request from Camden Public School seeking a waiver or refund of their canteen inspection fees, on the basis that the canteen is operated on a not-for-profit basis.

There are two components of fees currently charged to a food premises. One is an annual administration fee introduced by the *Food Act 2003* and the other component relates to the inspection of the premises by Council staff.

The adopted fees for 2014/15 are as follows:

- Annual administration fee - \$29 (exclusive of GST) ; and
- High risk inspection fee - \$140 (exclusive of GST)

All school canteens in Camden LGA are classified as high risk and are subject to two routine inspections per year. Inspection frequencies are based on the risks associated with the food prepared at the premises, as recommended by NSW Food Authority guidelines.

There may be reinspections if the routine inspection identifies problems that require further attention or if complaints are received.

There are currently 28 schools in the LGA. Council's records indicate there are 16 schools (6 public and 10 private) that operate on a not-for-profit basis.

In the last financial year, the public not-for-profit canteens paid a total of \$937 and the private not-for-profit schools paid a total of \$1,604.50 in food inspection fees to Council (\$2541.50). The remaining 12 schools have leased out the operation of the canteen to private companies. Some of the canteens were not operational last year, as such may not have been subject to inspection/fees.



The term not-for-profit in this report refers to canteens whose sole purpose is to raise funds for the school, being a community group, and are generally run by a Parents and Citizens Association.

Currently, schools that operate on a not-for-profit basis are charged the inspection fee only. The remaining canteens operate as private businesses and are charged both the annual administration fee and the inspection fee.

### MAIN REPORT

In 2010, the Department of Education and Training (DET) issued a memorandum to School Principals (**see Attachment 1**) advising that the Food Regulation Forum (state advisory body on Food Regulation) considered:

- *councils should not charge an annual administration fee to canteens whose sole purpose is for raising funds for a community group;*
- *encourages councils to waive or reduce the school canteen inspection fee under the Local Government Act;*
- *Parents and Citizens Association and school run canteens can therefore seek fee waivers and reductions from their local council based on their not for profit nature.*

Recent discussions with other councils including Parramatta, Blacktown, Liverpool, Fairfield and Wollondilly confirmed they do not charge not-for-profit school canteens.

In accordance with the above, it is proposed that not-for-profit school canteens be exempt from both the annual food shop administration and inspection fee. However it is recommended that should reinspections be necessary and/or statutory Notices issued, then fees be charged in accordance with the relevant Fees & Charges Schedule applicable to non-exempt premises.

For Council to exempt not-for-profit school canteens from food shop administration and inspections fees, Council's Fees and Charges Schedule are required to be changed. Any change to the Fees and Charges are required to be placed on public exhibition for a period of 28 days.

#### Camden Public School Request

Council has received a request from Camden Public School requesting that "*Council consider waiving or reducing the food premise inspection fee*", as the canteen is a not-for-profit organisation. The inspections were undertaken prior to 30 June 2014 and fees which amount to \$201.50 remain outstanding.

A request to waive or refund fees is a matter for Council to determine. There are a number of options for Council to consider in relation to this request.

Council could decide not to accept the current request from Camden Public School on the basis that the fees were applicable at the time of the inspections. However in the future the inspection fee will not apply (subject to Council adopting the recommended change to the Fees and Charges).

Alternatively, Council could resolve to waive the fee in accordance with the request from Camden Public School. It is noted that this may generate further requests for refunds from the remaining 15 schools with not-for-profit canteens. In total \$2541.50 was charged in fees from not-for-profit canteens in the last financial year.



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The waiving or refund of fees is a matter for Council to determine.

#### **FINANCIAL IMPLICATIONS**

For the 2014/15 financial year, the high risk food premises inspection fee is \$140 and the annual administration fee is \$29. Based on 16 not-for profit school canteens and two inspections per annum, the financial implication of not charging routine inspection fees is \$4,480 (16 x \$140 x 2). This would be in addition to the administration fee that is already waived at a cost of \$464 to Council.

Financial year	Charge per inspection ( 2 inspections per year)	Schools inspected	Total income
2013/14	\$133.50	14	\$2541.50
2014/15	\$140	16	\$4,480

In the past, where Council has resolved to refund fees, the funds have been allocated from Ward Funds. The current balance of Ward Funds is \$65,097.

#### **CONCLUSION**

Council has received a request from Camden Public School requesting that Council consider waiving or reducing the food premise inspection fee as the canteen is a not-for-profit organisation. The inspections were undertaken prior to 30 June 2014 and fees which amount to \$201.50 remain outstanding.

A request to waive or refund fees is a matter for Council to determine. However in accordance with advice from the Food Regulation Forum and the practice of other councils, and in the interest of supporting local community groups, it is recommended that Council change its Fees and Charges to exempt not-for-profit school canteens from paying routine inspection fees.

#### **RECOMMENDED**

**That Council:**

- i. **determine the request to waive or reduce food inspection fees received from Camden Public School;**
- ii. **exempt food inspection fees for not-for-profit schools as of 2014/15;**
- iii. **place a revised Fees & Charges Schedule on public exhibition for a period of 28 days to exempt not-for-profit school canteens from being required to pay both food premises administration charges and routine food shop inspection fees;**
- iv. **consider a further report at the conclusion of the exhibition period taking into account any submissions received.**

#### **ATTACHMENTS**

1. School canteen inspection fees memorandum
2. Camden Public School letter - *Supporting Document*





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This is the report submitted to the Ordinary Council held on 14 October 2014 - Page 4



**lindsaytaylorlawyers**  
planning • environment • local government

**Deed**

**Narellan Town Centre  
Planning Agreement**

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

**The Council of Camden**

**Greenfields Narellan Holdings Pty Ltd & D Vitocco  
Constructions Pty Ltd ATF Vitocco Family Trust together  
trading under the registered business name 'Narellan Town  
Centre'**

**The Trustee for Narellan No.2 Unit Trust**

Date:

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**The Council of Camden**  
**'Narellan Town Centre'**  
**The Trustee for Narellan No.2 Unit Trust**



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## **Narellan Town Centre Planning Agreement**

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## **Narellan Town Centre Planning Agreement**

### **Summary Sheet**

#### **Council:**

**Name:** Camden Council  
**Address:** 37 John Street, Camden NSW 2570  
**Telephone:** (02) 4654 7777  
**Facsimile:** (02) 4564 7829  
**Email:** [mail@camden.nsw.gov.au](mailto:mail@camden.nsw.gov.au)  
**Representative:** The General Manager

#### **NTC:**

**Name:** Greenfields Narellan Holdings Pty Ltd & D Vitocco Constructions Pty Ltd ATF Vitocco Family Trust together trading under the registered business name 'Narellan Town Centre'  
**Address:** PO BOX 200, Narellan NSW 2567  
**Telephone:** 02 4647 4123  
**Facsimile:** 02 4647 4032  
**Email:** [david.taylor@dartwest.com.au](mailto:david.taylor@dartwest.com.au) **Representative:** David Taylor

#### **NUT:**

**Name:** The Trustee for Narellan No.2 Unit Trust  
**Address:** PO BOX 200, Narellan NSW 2567 **Telephone:** 02 4647 4123  
**Facsimile:** 02 4647 4032  
**Email:** [david.taylor@dartwest.com.au](mailto:david.taylor@dartwest.com.au)  
**Representative:** David Taylor

#### **Land:**

See definition of *Land* in clause 1.1.

#### **Development:**

See definition of *Development* in clause 1.1.

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**Development Contributions:**

See Clause 10 and Schedule 3.

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

See clause 9.

**Security:**

See Part 4.

**Registration:**

See clause 33.

**Restriction on dealings:**

See clause 34.

**Dispute Resolution:**

See Part 3.

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**The Council of Camden**  
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**The Trustee for Narellan No.2 Unit Trust**

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## **Narellan Town Centre Planning Agreement**

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

### **Parties**

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

and

**Greenfields Narellan Holdings Pty Ltd & D Vitocco  
 Constructions Pty Ltd ATF Vitocco Family Trust together  
 trading under the registered business name 'Narellan Town  
 Centre'** ABN 41 747 031 182 of 326 Camden Valley Way, NARELLAN NSW 2567 **(NTC)**

and

**The Trustee for Narellan No.2 Unit Trust** ABN 45 772 155 661 of 326  
 Camden Valley Way, NARELLAN NSW 2567 **(NUT)**

### **Background**

- A NTC and NUT each own a part of the Land.
- B The Existing Development Consents are in force in respect of the Land.
- C NTC and NUT intend to lodge further Development Applications in respect of Development on the Land and modify the Existing Development Consents.
- D NTC and NUT are willing to make Development Contributions provided in accordance with this Deed in connection with carrying out of the Development.

### **Operative provisions**

#### **Part 1 - Preliminary**

##### **1 Interpretation**

- 1.1 In this Deed the following definitions apply:  
*Act* means the *Environmental Planning and Assessment Act 1979* (NSW).



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

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

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

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

**Civic Plaza Plan** means the plan in Schedule 6.

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

**Concept Plan** means the plan in Schedule 4.

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

**Contribution Item** means an item of Development Contribution specified in Column 1 of the table in Schedule 3.

**Contribution Value** means the \$ amount specified in Column 5 of the table in Schedule 3 corresponding to Contribution Item specified in Column 1 of the table in Schedule 3.

**Contributions Plan** means a contributions plan within the meaning of the Act that is in force.

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

**Council Land** means the part of, or stratum over, Camden Valley Way to which Development Application 167/2014 relates.

**CP No. 3** means the Contributions Plan titled '*CP No.3 — Trunk Drainage & Water Quality Facilities: Narellan Creek Catchment*'.

**CP No. 17** means the Contributions Plan titled '*CP No.11 — Narellan Town Centre*'.

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

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

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

**Developer** means NTC and NUT.

**Development** means development on the Land and the Council Land the subject of the following:

- (a) each Existing Development Consent,
- (b) the Existing Development Application,

and development of a commercial building on the corner of The Northern Road and Camden Valley Way.

**Development Application** has the same meaning as in the Act.

**Development Consent** has the same meaning as in the Act.

**Development Contribution** means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s93F(3)(g) of the Act.

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

**Easement in Gross** means an easement within the meaning of s88A of the *Conveyancing Act 1919*.

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

**Existing Development Application** means Development Application DA889/2014 for a petrol station in respect of the Land.

**Existing Development Consent** means the Development Consent granted to the following Development Applications in respect of the Land as modified from time to time:

- (a) DA1184/2008.2,
- (b) DA 607/2013,
- (c) DA 891/2014, and
- (d) DA 167/2014

**Final Occupation Certificate** has the same meaning as in the Act.

**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.

**Heritage Plaza Plan** means the plan in Schedule 7.

**Interim Occupation Certificate** has the same meaning as in the Act.

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

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**Land** means the land known as 326 and 339 Camden Valley Way shown bounded by a red dotted line on the Location Plan, being the land comprised in the folio identifiers described in Column 1 of the table in Schedule 1 as at the date of this Deed and any part of that land comprised in a lot created by Subdivision of that land.

**Location Plan** means the plan in Schedule 2.

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

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

**Public Positive Covenant** means a public positive covenant within the meaning of s87A of the *Conveyancing Act 1919*.

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

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

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

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

**Road Works Plan** means the plan in Schedule 5.

**Security** means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council indexed annually in accordance with the Consumer Price Index (All Groups: Sydney).

**Stage** means Stage A, Stage B, Stage C or Stage D, or a stage of the Development approved by a Development Consent or otherwise approved in writing by the Council for the purposes of this Deed.

**Stage A** means the part of the Development comprising a shopping centre building located on Land described as 'Zone 2' in Development Application DA167/2014.

**Stage B** means the part of the Development comprising the multi-level car park located on Land described as 'Zone 1' in Development Application DA167/2014.

**Stage C** means the part of the Development comprising specialty retail floorspace located on Land described as 'Zone 1' and being development described as Phases 5 and 6 in the staging plans forming part of Development Application DA167/2014.

**Stage D** means the part of the Development comprising specialty retail floorspace located on Land described as 'Zone 1' and 'Zone 3' and being development described as Phase 7 in the staging plans forming part of Development Application DA167/2014.

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

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

**Trunk Drainage Works Plan** means the plan comprising Sheet 1 and Sheet 2 in Schedule 8.

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

**Work Completion Notice** means a written notice issued by Council that Work specified in the notice is completed and may be used for its intended purpose except for minor defects and omissions specified in the notice.

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



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1.2.16 Any schedules, appendices and attachments form part of this Deed.

1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

## **2 Status of this Deed**

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

## **3 Commencement**

3.1 This Deed takes effect on the date when all Parties have executed this Deed.

3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

## **4 Application of this Deed**

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

## **5 Warranties**

5.1 The Parties warrant to each other that they:

5.1.1 have full capacity to enter into this Deed, and

5.1.2 are able to fully comply with their obligations under this Deed.

## **6 Further agreements**

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

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

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

## **8 Conditions of Consent**

8.1 The Developer is not to object to the imposition of a condition of Development Consent to Development Application DA167/2014 that requires this Deed to be entered into prior to the issuing of a Construction Certificate in respect of the Development to which that Development Application relates.

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- 8.2 Nothing in this Deed, other than clauses 9.1 and 9.2, limits or restricts the ability of Council to impose a condition of Development Consent.

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

- 9.1 This Deed excludes the application of s94 to any part of the Development for which no Development Consent has been granted as at the date of this Deed to the extent of any Development Contributions payable under CP No. 3 and CP No. 17.
- 9.2 This Deed excludes the application of s94A to the Development.
- 9.3 This Deed does not exclude the application of s94EF to the Development.

**Part 2 – Development Contributions**

**10 Provision of Development Contributions**

- 10.1 The Developer is to make Development Contributions to the Council in accordance with Schedule 3, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.
- 10.2 Any Contribution Value specified in this Deed in relation to a Development Contribution does not serve to define the extent of the Developer's obligation to make the Development Contribution.
- 10.3 The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.

**11 Creation of Public Positive Covenants**

- 11.1 A Public Positive Covenant that is required to be created under this Deed is to allow the Council and all members of the public to obtain access in perpetuity at all times, by any reasonable means and for any purpose over the land on which the covenant applies, and is to be on terms otherwise satisfactory to the Council acting reasonably.
- 11.2 A Public Positive Covenant referred to in clause 11.1 is created for the purposes of this Deed when the Council is given:
- 11.2.1 an instrument in registrable form under the *Real Property Act 1900* duly executed by the Developer that is effective to enable the registration of the covenant on the title to the Covenant Land,
- 11.2.2 the written consent to the registration of the covenant of any person whose consent is required to that registration, and
- 11.2.3 a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the covenant.



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- 11.3 The Developer is to do all things reasonably necessary to enable registration of the public positive covenant to occur.
- 11.4 During any period in which a Public Positive Covenant referred to in clause 11.1 is not registered on the title to the relevant Land, the Developer is to allow the Council and all members of the public to enter that land in the same manner and for the same purposes referred to in clause 11.1.

## **12 Approval of design of Work**

- 12.1 This clause applies to Work for which no Development Consent has been granted.
- 12.2 The Council is to approve the design and specifications for a Work before construction or other work commences in relation to the Work.
- 12.3 Prior to commencing any work on the design of a Work, the Developer is to request that the Council provide the Developer with its requirements for the location, design, materials, specifications, capacity and timing for the provision of the Work.
- 12.4 The Council is to act reasonably when specifying its requirements for any Work for which specifications are contained in a contributions plan adopted by the Council.
- 12.5 Once the Developer receives the Council's requirements for the Work under clause 12.3, the Developer is to provide the detailed design for the Work to the Council for the Council's approval.
- 12.6 The detailed design for the Work is to include or be accompanied by such information as is required for the making of a Development Application for the Work.
- 12.7 The detailed design submitted to the Council under clause 12.5 is to be accompanied by a detailed maintenance regime for the Work, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 12.8 The Council is to advise the Developer in writing whether it approves of the detailed design of a Work within 2 months of receiving the detailed design from the Developer.
- 12.9 The Developer will make any change to the detailed design for the Work required by the Council.
- 12.10 The Developer is not to lodge any Development Application for a Work unless the Council has first approved of the detailed design for the Work, and provided its written certification that the Development Application is consistent with the approved detailed design of the Work.
- 12.11 The Council is to provide the written certification referred to in clause 12.10 within 14 days of being provided with a copy of the Development Application by the Developer, unless the Council forms the view that the Development Application is not consistent with the approved detailed design of the Work.
- 12.12 A Development Application for a Work is to be accompanied by the written certification referred to in clause 12.10 when lodged with the Council, as the consent authority.

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- 12.13 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.
- 12.14 The Developer is to bear all costs associated with obtaining the Council's approval to the detailed design of a Work under this clause.

### **13 Variations to Contribution Item and Staging**

- 13.1 The Developer may request that the Council approve a variation to a Contribution Item to be provided under this Deed.
- 13.2 The Council may, in its absolute discretion agree to a variation of the Contribution Item, 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 Deed and the variation is generally consistent with the intended objectives and outcomes of this Deed at the date of this Deed.
- 13.3 The Developer may request that the Council approve a variation to the staging of the provision of a Contribution Item.
- 13.4 The Council is to act reasonably in determining whether to grant a variation to the staging of the provision of a Contribution Item.
- 13.5 If a variation is made to a Contribution Item pursuant to this clause, then Schedule 3 will be deemed to be amended to include the varied Contribution Item, and its Contribution Value.
- 13.6 A variation to a Contribution Item or the staging of the provision of a Contribution Item under this clause does not require a variation to this Deed.

### **14 Carrying out of Work**

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

### **15 Variation to Work**

- 15.1 The design or specification of any Work that is required to be carried out by the Developer under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed
- 15.2 Without limiting clause 15.1, the Developer may make a written request to the Council to approve a variation to the design or specification of a Work in order to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.

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- 15.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 15.2.
- 15.4 The Council, acting reasonably, may from time to time give a written direction to the Developer requiring it to vary the design or specification of a Work before the Work is carried out in a specified manner and submit the variation to the Council for approval.
- 15.5 The Developer is to comply promptly with a direction referred to in clause 15.4 at its own cost.

## **16 Access to land by Developer**

- 16.1 The Council authorises the developer to enter, occupy and use the road reserve area fronting Camden Valley Way, The Old Northern Road and Queen Street adjoining the Land for the purpose of performing its obligations under this deed.
- 16.2 The Council is to permit the Developer, upon receiving reasonable prior notice from the Developer, to enter any other Council owned or controlled land in order to enable the Developer to properly perform its obligations under this Deed.
- 16.3 Nothing in this Deed creates or gives the Developer any estate or interest in any part of the land referred to in clause 16.1 or 16.2.

## **17 Access to land by Council**

- 17.1 The Council may enter any land on which Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Deed relating to the Work.
- 17.2 The Council is to give the Developer prior reasonable notice before it enters land under clause 17.1.

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

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

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

- 19.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
  - 19.1.1 all necessary measures are taken to protect people and property,
  - 19.1.2 unnecessary interference with the passage of people and vehicles is avoided, and

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19.1.3 nuisances and unreasonable noise and disturbances are prevented.

- 19.2 Without limiting clause 19.1, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as required to complete the works or otherwise authorised in writing by the Council or any relevant Authority.

## **20 Repair of damage**

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

## **21 Deferral of Work**

- 21.1 Notwithstanding any other provision of this Deed, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time that Work is required to be completed under this Deed, then:
- 21.1.1 the Developer is to provide written notice to the Council to that effect;
- 21.1.2 the Developer is to provide the Council with a Security for the Contribution Value of the Work before the date on which the Work is required to be completed under this Deed;
- 21.1.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Work;
- 21.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developer are to negotiate in good faith and agree upon a revised completion date for the Work; and
- 21.1.5 the time for completion of the Work under this Deed will be taken to be the revised completion date approved by the Council under clause 21.1.4.
- 21.2 If the Developer complies with clause 21.1, then it will not be considered to be in breach of this Deed as a result of a failure to complete a Work by the time for completion of the Work specified in Schedule 3.
- 21.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 21.1.4, then the Council may call on the Security to meet any of its costs incurred under this Deed in respect of the failure to complete the Work by the revised date for completion.
- 21.4 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Deed 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.



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## **22 Completion of Work**

- 22.1 The Developer is to give the Council written notice of the date on which it will complete Work required to be carried out under this Deed or any Stage.
- 22.2 Not later than 7 days after receiving the Developer's notice, under clause 22.1, the Council will, and the Developer must permit to the Council to inspect the Work in the presence of a representative of the Developer.
- 22.3 Following the inspection referred to in clause 22.2, the Council is to:
- 22.3.1 issue a Work Completion Notice to the Developer if the Council does not consider that a written direction should be given to the Developer under clause 22.3.2, or
- 22.3.2 give a written direction to the Developer to complete, rectify or repair any specified part of the Work as a pre-condition to the issuing a Work Completion Notice.
- 22.4 For the avoidance of doubt, the Council may give more than one written direction under clause 22.3.2 if the Council reasonably considers that it is necessary to do so.
- 22.5 The Developer, at its cost, is to promptly comply with a direction given to it by the Council under clause 22.3.2.
- 22.6 The Council is to issue a Work Completion Notice to the Developer once the Council is satisfied that the Developer has complied with any written direction given under clause 22.3.2 and no further written direction will be given.
- 22.7 A Work Completion Notice issued by the Council under this clause 22:
- 22.7.1 is final and binding on the Council and the Developer according to its terms despite any other provision of this Deed,
- 22.7.2 may identify minor defects or omissions in the Work, which the Developer, at its cost, is to promptly remedy.
- 22.8 The Council is to do such things as are reasonably necessary to enable the Developer to remedy any minor defect identified in a Work Completion Notice.

## **23 Rectification of defects**

- 23.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 23.2 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 23.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 24.1

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

- 24.1 No later than 60 days after Work (other than Contribution Items B.8 and B.9) is completed for the purposes of this Deed, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.

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- 24.2 The Developer, being the copyright owner in the plan referred to in clause 24.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

## **25 Removal of Equipment**

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

## **Part 3 – Dispute Resolution**

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

- 26.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 26.1.1 the Parties to the Dispute agree that it can be so determined, or
- 26.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 26.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 26.3 If a notice is given under clause 26.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 26.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 26.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 26.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 26.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

### **27 Dispute Resolution - mediation**

- 27.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 26 applies.



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- 27.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 27.3 If a notice is given under clause 27.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 27.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 27.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 27.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 27.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

## **Part 4 - Enforcement**

### **28 Restriction on application of Final Occupation Certificate**

- 28.1 The Developer is not to apply for, or cause, suffer or permit an application to be made for, or procure the issuing of, any Final Occupation Certificate in respect of the Development described in Development Application DA167/2014 before the completion of all of the Developer's obligations under this Deed.

### **29 Security for performance of obligations**

- 29.1 The Developer is to provide Security to the Council in the amount of \$2,100,000.00 before the issuing of the first Construction Certificate in respect of the Development described in Development Application DA167/2014 and in accordance with this clause 29.
- 29.2 Not later than 14 days after the completion of Work specified in Column 1 of the Table to this clause in accordance with this Deed, Council is to release and return to the Developer the amount of the Security specified in Column 2 of that Table corresponding to the Work.

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Table

Column 1	Column 2
Work	Amount of Security to be returned by the Council
1. Contribution Items B.1, B.2, B.3, B.4, B.5, B.10 and B.11	\$1,100,000.00
2. Contribution Items B.6, B.7, B.8 and B.9 in respect of Work in relation footpaths fronting Camden Valley Way (northern side between Queen Street and Narellan Road) and The Old Northern Road (eastern side of the road between The Northern Road and Camden Valley Way)	\$600,000.00
3. Contribution Items B.6, B.7, B.8 and B.9 in respect of Work in relation to footpaths fronting Camden Valley Way (southern side between Queen Street and Narellan Road.	\$400,000.00

- 29.3 Despite any other provision in this Deed, the Developer is to carry out and complete the Works described in Column 1 of the table to clause 29.2 in the order specified in the table.
- 29.4 The Council, in its absolute discretion and despite clause 17, may refuse to allow the Developer to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Developer with any plant, equipment, facilities or assistance relating to the carrying out the Development if the Developer has not provided the Security to the Council in accordance with this Deed.
- 29.5 The Council may call-up and apply the Security in accordance with clause 31 to remedy any breach of this Deed notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity.
- 29.6 The Developer may at any time provide the Council with a replacement Security.
- 29.7 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer.
- 29.8 If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.
- 29.9 The Developer is to ensure that the Security provided to the Council is at all times maintained to the full current indexed value.

### **30 Acquisition of Easement in Gross**

- 30.1 If the Developer does not create a Public Positive Covenant required to be created under this Deed at the time at which it is required to be created, the Party to this Deed who is the owner of the part of the Land to be burdened by

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the Public Positive Covenant consents to the Council compulsorily acquiring an Easement in Gross in favour of the Council granting public rights of access over that part of the Land that are materially similar to those to be contained in the Public Positive Covenant and otherwise to the satisfaction of the Council for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedure under the Just Terms Act.

- 30.2 The Council is to only acquire the easement pursuant to clause 30.1 if it
- 30.2.1 has given the owner 30 days prior notice of the acquisition, and
- 30.2.2 considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to create the covenant required to be created under this Deed.
- 30.3 Clause 30.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 30.4 If, as a result of the acquisition referred to in clause 30.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can recover that cost as a debt due in a court of competent jurisdiction.
- 30.5 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the easement concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 30.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 30, including without limitation:
- 30.6.1 signing any documents or forms,
- 30.6.2 giving land owner's consent for lodgement of any Development Application,
- 30.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and
- 30.6.4 paying the Council's costs arising under this clause 30.

### **31 Breach of obligations**

- 31.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
- 31.1.1 specifying the nature and extent of the breach,
- 31.1.2 requiring the Developer to:
- (a) rectify the breach if it reasonably considers it is capable of rectification, or
- (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
- 31.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

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- 31.2 If the Developer fails to fully comply with a notice referred to in clause 31.1, the Council may, without further notice to the Developer, call-up the Security provided by the Developer under this Deed and apply it to remedy the Developer's breach.
- 31.3 If the Developer fails to comply with a notice given under clause 31.1 relating to the carrying out of Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.
- 31.4 Any costs incurred by the Council in remedying a breach in accordance with clause 31.2 or clause 31.3 may be recovered by the Council by either or a combination of the following means:
- 31.4.1 by calling-up and applying the Security provided by the Developer under this Deed, or
- 31.4.2 as a debt due in a court of competent jurisdiction.
- 31.5 For the purpose of clause 31.4, the Council's costs of remedying a breach the subject of a notice given under clause 31.1 include, but are not limited to:
- 31.5.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- 31.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
- 31.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 31.6 Nothing in this clause 31 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

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

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

## **Part 5 – Registration & Restriction on Dealings**

### **33 Registration of this Agreement**

- 33.1 The Parties agree to register this Deed for the purposes of s93H(1) of the Act.



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- 33.2 On execution of this Deed, the Developer is to deliver to the Council:
- 33.2.1 an instrument in registrable form requesting registration of this Deed on the title to the Land duly executed by the owner of the Land,
  - 33.2.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration, and
  - 33.2.3 evidence that the certificate of title for the Land has been produced at the Land and Property Information for the purposes of registration of this Deed.
- 33.3 The Developer is to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 33.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land once the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

### **34 Restriction on dealings**

- 34.1 The Developer is not to:
- 34.1.1 sell or transfer the Land or any part or
  - 34.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 34.1.3 the Developer 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 Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
  - 34.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
  - 34.1.5 the Developer is not in breach of this Deed, and
  - 34.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 34.2 Clause 34.1 does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.

## **Part 6 – Indemnities & Insurance**

### **35 Risk**

- 35.1 The Developer performs this Deed at its own risk and its own cost.

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### **36 Release**

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

### **37 Indemnity**

- 37.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

### **38 Insurance**

- 38.1 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Deed up until the Work is taken to have been completed in accordance with this Deed:
- 38.1.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
  - 38.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
  - 38.1.3 workers compensation insurance as required by law, and
  - 38.1.4 any other insurance required by law.
- 38.2 If the Developer fails to comply with clause 38.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 38.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or
  - 38.2.2 recovery as a debt due in a court of competent jurisdiction.
- 38.3 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 38.1.



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## **Part 7 – Other Provisions**

### **39 Annual report by Developer**

- 39.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Deed is entered into a report detailing the performance of its obligations under this Deed.
- 39.2 The report referred to is to be in such a form and to address such matters as required by the Council from time to time.

### **40 Review of Deed**

- 40.1 The Parties agree to review this Deed every three (3) years, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.
- 40.2 For the purposes of clause 40.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 40.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 40.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 40.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.
- 40.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 40.1 (but not 40.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

### **41 Notices**

- 41.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- 41.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
- 41.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
- 41.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 41.2 If a Party gives the other Party 3 business days notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 41.3 Any notice, consent, information, application or request is to be treated as given or made if it is:

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- 41.3.1 delivered, when it is left at the relevant address,
  - 41.3.2 sent by post, 2 business days after it is posted,
  - 41.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number, or
  - 41.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 41.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## **42 Approvals and Consent**

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

## **43 Costs**

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

## **44 Entire Deed**

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

## **45 Further Acts**

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

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**The Trustee for Narellan No.2 Unit Trust**

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#### **46 Notations on section 149(2) Planning Certificates**

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

#### **47 Governing Law and Jurisdiction**

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

#### **48 Joint and Individual Liability and Benefits**

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

#### **49 No Fetter**

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

#### **50 Severability**

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

#### **51 Amendment**

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

Attachment 1

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**The Trustee for Narellan No.2 Unit Trust**

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**52 Waiver**

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

**53 GST**

- 53.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
- Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 53.2 Subject to clause 53.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 53.3 Clause 53.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 53.4 No additional amount shall be payable by the Council under clause 53.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 53.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 53.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;



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**The Trustee for Narellan No.2 Unit Trust**

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53.5.2 that any amounts payable by the Parties in accordance with clause 53.2 (as limited by clause 53.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

53.6 No payment of any amount pursuant to this clause 53, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.

53.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

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

**54 Explanatory Note**

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

54.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Planning Deed.

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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**The Trustee for Narellan No.2 Unit Trust**



**Schedule 1**

(Clause 1.1)

**Land**

<b>Column 1 Folio Identifier</b>	<b>Column 2 Owner</b>
20/880763 and 21/880763	NTC
50/1154590	NTC
10/863384	NTC
2/1090266, 3/1090266, 4/1090266 and 5/1090266	NUT
70/806800 and 71/806800	NUT
2/779732	NUT
1/735948	NUT
Part 4/217026	NUT
1/795656	NUT
61/1036014	NUT
8/744960	NUT
1/782191	NUT
2/847690	NUT
41/1105578	NUT
50/1119720	NUT

Attachment 1



**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
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**The Trustee for Narellan No.2 Unit Trust**

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**ORD04**

**Schedule 2**

(Clause 1.1)

**Location Plan**

Plan on next page

**DRAFT**

**Attachment 1**



Narellan Town Centre Planning Agreement  
 The Council of Camden  
 'Narellan Town Centre'  
 The Trustee for Narellan No.2 Unit Trust



**Schedule 3**  
 (Clause 10)

**Development Contributions**

Column 1 Item/ Contribution	Column 2 Public Purpose	Column 3 Manner & Extent	Column 4 Timing	Column 5 Contribution Value
<b>A. Creation of Public Positive Covenant</b>				
1. Creation of Public Positive Covenant over Civic Plaza	Streetscape and public domain	Creation of a Public Positive Covenant on the land on which Contribution Item B.8 is located in accordance with clause 11.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$1,062,500.00
2. Creation of Public Positive Covenant over Heritage Plaza	Streetscape and public domain	Creation of a Public Positive Covenant on the land on which Contribution Item B.9 is located in accordance with clause 11.	Prior to the issuing of the first Interim Occupation Certificate for Stage D	\$658,750.00

**Narellian Town Centre Planning Agreement  
The Council of Camden  
'Narellian Town Centre'  
The Trustee for Narellian No.2 Unit Trust**



**B. Carrying out of Work**

1. Intersection upgrade work to The Old Northern Road/The Northern Road	Roads and traffic improvement	Construction and completion of an upgrade to the intersection of The Old Northern Road and The Northern Road to increase south bound right turn capacity including linemarking modifications generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$12,946.00
2. Road upgrade work to The Old Northern Road	Roads and traffic improvement	Construction and completion of upgrade works to The Northern Road that includes an additional through lane in both directions, replacement of existing swales with formal kerb, gutter and drainage, new pavement and pavement rehabilitation works and utility service relocation including new street lighting and undergrounding of overhead power cables generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$802,192.00



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3. Intersection upgrade work to The Old Northern Road/Camden Valley Way	Roads and traffic improvement	Construction and completion of upgrade works to the intersection of The Old Northern Road and Camden Valley Way to achieve improved functional capacity and to accommodate additional through lanes on both roads including reconstruction of kerb return and kerb ramps, reconstruction of traffic median to The Old Northern Road, modification of stormwater drainage infrastructure, pavement rehabilitation works, utility service relocation, modification of existing linemarking and traffic signals to suit dedicated turn bays, double diamond operation and shared pedestrian/bicycle movements generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$475,270.00
4. Road upgrade work to the northern side of Camden Valley Way	Roads and traffic improvement	Construction and completion of road upgrade works to the northern side of Camden Valley Way including Kerb and gutter reconstruction, modifications to existing linemarking, reconstruction of traffic medians, modifications to stormwater drainage infrastructure, utility service relocation and pavement construction to provide additional through lane in east bound direction generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$377,521.00
5. Road upgrade work to the southern side of Camden Valley Way	Roads and traffic improvement	Construction and completion of road upgrade works to the southern side of Camden Valley Way generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage D	\$161,795.00

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**Narellan Town Centre Planning Agreement  
The Council of Camden  
'Narellan Town Centre'  
The Trustee for Narellan No.2 Unit Trust**

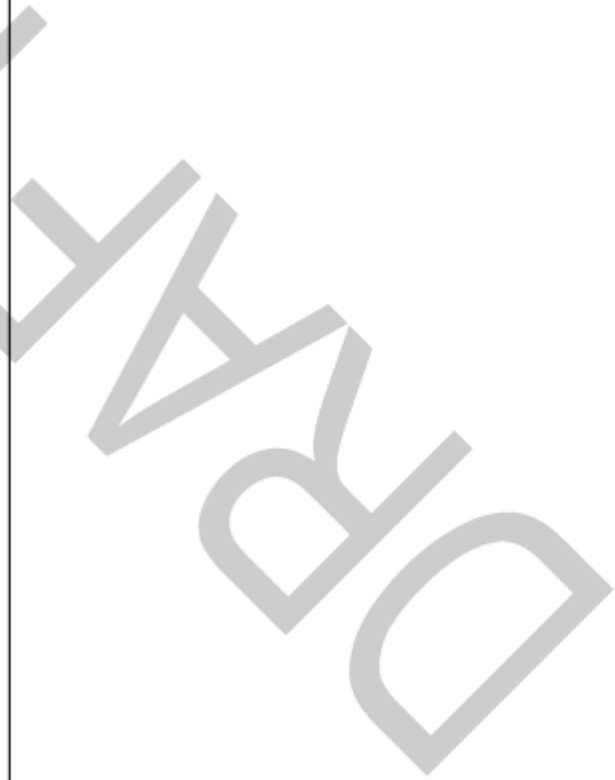


6. Streetscape and public domain work fronting The Old Northern Road and northern side of Camden Valley Way	Streetscape and public domain	Construction and completion of streetscape and public domain works fronting The Old Northern Road and the northern side of Camden Valley Way including paving, soft landscaping and street furniture generally as shown on the Concept Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$418,249.00
7. Streetscape and public domain work fronting southern side of Camden Valley Way	Streetscape and public domain	Construction and completion of streetscape and public domain works fronting the southern side of Camden Valley Way including paving, soft landscaping and street furniture generally as shown on the Concept Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage D	\$179,249.00
8. Civic Plaza	Streetscape and public domain	Construction and completion of a publicly accessible plaza fronting Camden Valley Way including feature paving, soft landscaping, passive seating areas, public art, play sculptures, community event space, interactive fountain and lighting generally in accordance with the Civic Plaza Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$1,394,915.00
9. Heritage Plaza	Streetscape and public domain	Construction and completion of a publicly accessible plaza fronting Camden Valley Way including feature paving, soft landscaping, passive seating areas, public art, play sculptures, community event space, interactive fountain and lighting generally in accordance with the Heritage Plaza Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage D	\$956,403.00
10. Trunk drainage works at Somerset Avenue	Trunk drainage works	Construction and completion of new piped trunk drainage system to replace existing vegetated open cut drainage channel at Somerset Avenue generally in accordance with Sheet 2 of the Trunk Drainage Works Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$36,126.00

**Narellan Town Centre Planning Agreement  
The Council of Camden  
'Narellan Town Centre'  
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11. Trunk drainage works at Queen Street	Trunk drainage works	Construction and completion of new piped drainage system on private lands to address an existing flooding issue within Queen Street road carriageway by draining an existing low point within the Queen Street road reserve and to capture bypass flow from an existing culvert in Queen Street and convey those flows to an existing culvert in Camden Valley Way generally in accordance with Sheet 1 of the Trunk Drainage Works Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$187,373.00
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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
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**The Trustee for Narellan No.2 Unit Trust**

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**Schedule 4**

(Clause 1.1)

**Concept Plan**

Plan on next page

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Attachment 1

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
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Attachment 1

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**The Trustee for Narellan No.2 Unit Trust**

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**Schedule 5**

(Clause 1.1)

**Road Works Plan**

Plan on next page

Attachment 1

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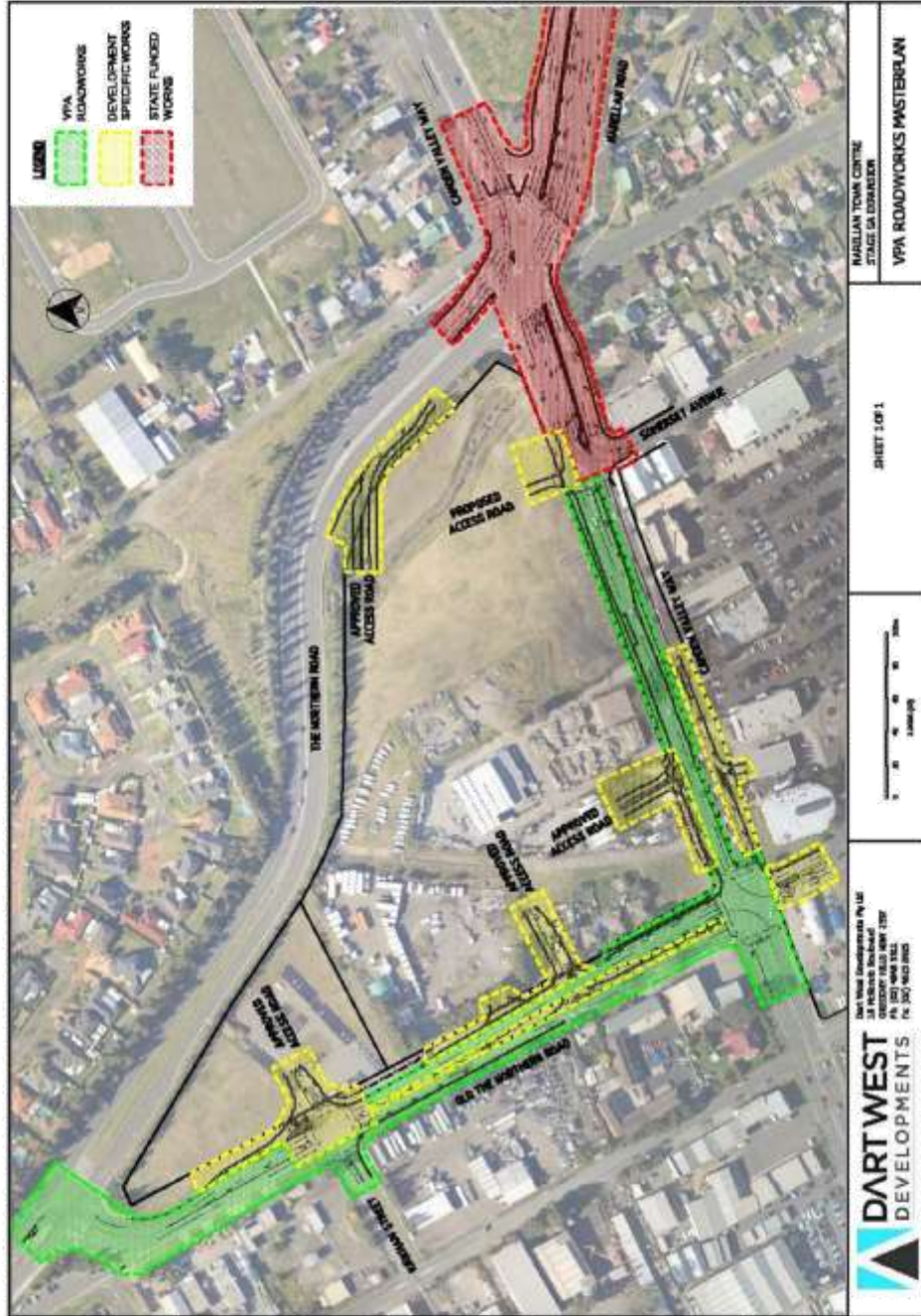


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**Schedule 6**

(Clause 1.1)

**Civic Plaza Plan**

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Attachment 1

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**Schedule 7**

(Clause 1.1)

**Heritage Plaza Plan**

Plan on next page

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**'Narellan Town Centre'**  
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Scale: 1:1000  
 Date: 10/10/14  
 Drawn by: [Name]

**narellan TOWN CENTRE**

**SITE IDENTIFICATION PLAN**

Site No: 10/10/14  
 Date: 10/10/14  
 Drawn by: [Name]

Legend:  
 - Heritage Building  
 - Proposed Development  
 - Existing Development  
 - Other

Scale: 1:1000  
 Date: 10/10/14  
 Drawn by: [Name]

Attachment 1



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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**The Trustee for Narellan No.2 Unit Trust**

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**Schedule 8**

(Clause 1.1)

**Trunk Drainage Works Plan**

Plan on next page

Attachment 1

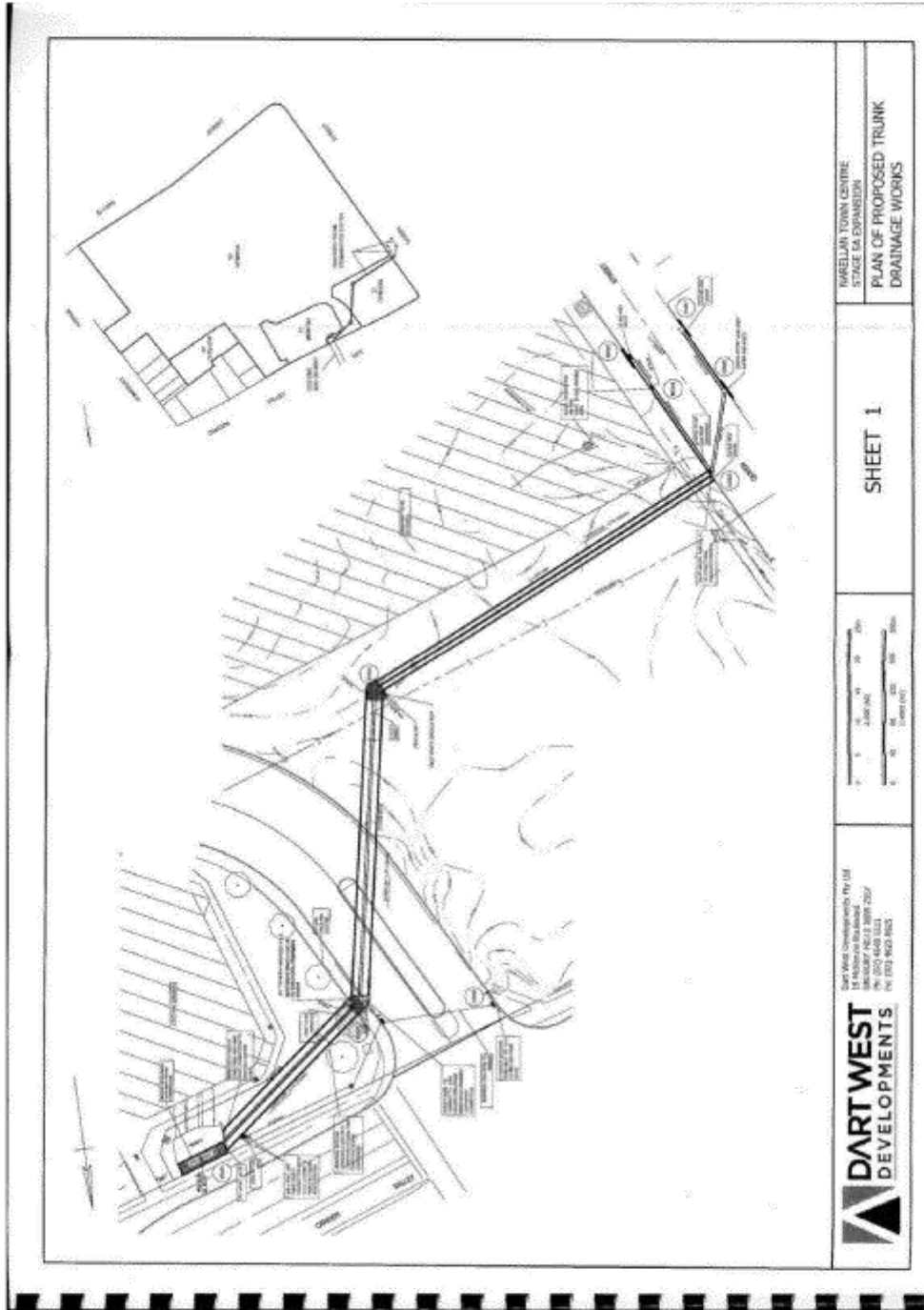
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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
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**The Trustee for Narellan No.2 Unit Trust**



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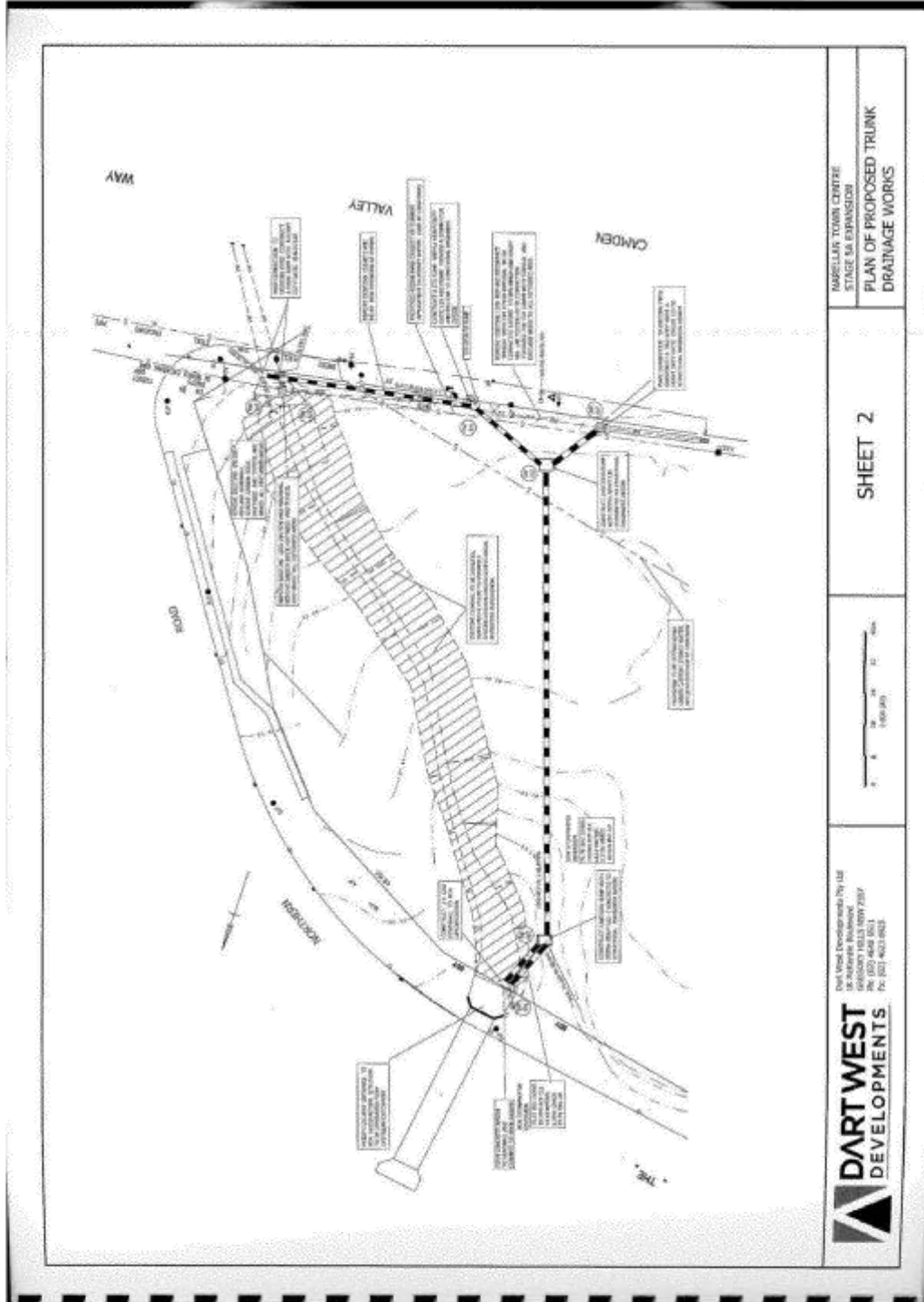
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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**The Trustee for Narellan No.2 Unit Trust**



<p><b>DART WEST DEVELOPMENTS</b>          Dart West Developments Pty Ltd          10/11-13/15 Macquarie Street          Sydney NSW 2000          Tel: (02) 4430 8511          Fax: (02) 4430 8822</p>	<p>1:1000</p>	<p><b>SHEET 2</b></p>	<p>NARELLAN TOWN CENTRE          STAGE 1A EXPANSION          PLAN OF PROPOSED TRUNK          DRAINAGE WORKS</p>
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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**The Trustee for Narellan No.2 Unit Trust**

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**Execution**

**Executed as a Deed**

**Dated:**

---

**Executed on behalf of the Council**

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**General Manager**

---

**Witness**

---

**Mayor**

---

**Witness**

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

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**Name/Position**

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**Name/Position**

Attachment 1

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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**The Trustee for Narellan No.2 Unit Trust**

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**Appendix**

(Clause 55)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

**Explanatory Note**

**Draft Planning Agreement**

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

**Parties**

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

**Greenfields Narellan Holdings Pty Ltd & D Vitocco Constructions Pty Ltd**  
**ATF Vitocco Family Trust together trading under the registered trading**  
**name 'Narellan Town Centre'** ABN 41 747 031 182 of 326 Camden Valley Way,  
 NARELLAN NSW 2567 (NTC)

**The Trustee for Narellan No.2 Unit Trust** ABN 45 772 155 661 of 326 Camden  
 Valley Way, NARELLAN NSW 2567 (NUT)

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

The land known as 326 and 339 Camden Valley Way shown bounded by a red dotted line on the Location Plan, being the land comprised in the folio identifiers described in Column 1 of the table in Schedule 1 as at the date of this Deed and any part of that land comprised in a lot created by Subdivision of that land.

**Description of Proposed Development**

Development means the following commercial and retail development on the Land and the Council Land:

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Attachment 1



**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**The Trustee for Narellan No.2 Unit Trust**

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- development the subject of a Development Consent to DA1184/2008.2, DA 607/2013, and DA 691/2014, and
- development described in DA889/2014 for a petrol station, and DA167/2014 for the expansion of the existing shopping centre over Camden Valley Way, and
- development of a commercial building on the corner of The Northern Road and Camden Valley Way.

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

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

The objective of the Draft Planning Agreement is to provide for the construction of road and streetscape upgrades and drainage infrastructure and civic open spaces to be made available in connection with the Development.

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

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

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

The Draft Planning Agreement:

- relates to the carrying out by the Developer of Development on the Land
- excluded the application of s94 and s94A of the Act to the Development.
- does not exclude the application of s94EF of the Act to the Development,
- requires the carrying out of road works and drainage works and the provision of civic open space to be made available,
- is to be registered on the title to the Land,
- imposes restrictions on the Developer transferring the Land or part of the Land or assigning an interest under the agreement,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the agreement.

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**The Trustee for Narellan No.2 Unit Trust**



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

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

The Draft Planning Agreement:

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

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

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

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

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

N/A

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

N/A

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

The Draft Planning Agreement promotes the elements of the Council's charter by:

- providing water drainage, road facilities and civic open space for the community,
- providing a means that allows the wider community to make submissions to the Council in relation to the agreement.

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

Council had adopted Contribution Plans No. 17 and No. 3 which provided for streetscape, road works and drainage works consistent with the Town Centre environment. The proposed development is different to that anticipated by the Contributions Plans. As a result, this Voluntary Planning Agreement has been negotiated to respond more flexibly to the works and services required to deliver a high quality town centre environment. This Agreement includes the works categories that Council had intended to be provided via the Contributions Plans, which would also be included in the Council's long-term works program. Implementation of the Agreement will deliver significant works within the Town Centre to be completed in a

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**The Trustee for Narellan No.2 Unit Trust**

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

This Draft Planning agreement contains requirements that must be complied with before an occupation certificate is issued in respect of development to which DA167/2014 applies.

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Attachment 2



29 January 2015

Ms Kylie Powell  
Manager, Strategic Planning  
Camden Council  
PO Box 183  
Camden NSW 2570

Dear Kylie

I am writing to you in relation to the recent exhibition of the proposed Voluntary Planning Agreement for the expansion of Narellan Town Centre. I recognise that the exhibition period for the VPA has closed, but I respectfully request that Council consider this late submission.

It has become apparent during the exhibition process that the requirement to register the VPA on all titles associated with the Narellan Town Centre project will be very difficult, if not impossible, to achieve in practical terms. Registration on title requires the consent of all parties with an interest in the land. We have recently been advised by our lawyers that under the Real Property Act 1900, this would require the consent of all tenants currently occupying the shopping centre. There are over 150 such tenants, ranging from large national businesses through to individually owned small stores and booths.

We believe that it was not the intention of either Council or Dart West that the consent of tenants was required. However, we are also advised that the Land and Property Information office has no discretion to waive this requirement as part of the registration process.

Dart West is committed to providing Council with a high level of security to ensure that Council faces no risks in having the works outlined in the draft VPA completed. However, we also believe that it would take longer to obtain the consent of all 150 tenants than it will take to undertake the development and the associated VPA works. In fact, we believe it would be impossible in practical terms to obtain consent of all 150 tenants.

We therefore propose that a slightly amended approach to security be considered by Council. We believe that the approach outlined below will provide Council with the same level of risk minimisation. From a community and Council point of view, we believe that if the same or even enhanced level of risk minimisation is provided for Council, then there is no need to re-exhibit the VPA.

Dart West Developments Pty Limited • ABN 32 107 685 370  
18 McKenzie Boulevard, Gregory Hills NSW 2557 • PO Box 228, Narellan NSW 2567  
Phone: 4648 5511 • Fax: 4623 8925 • [www.dartwest.com.au](http://www.dartwest.com.au)

We propose that the VPA be registered on all titles other than lots 20 and 21, as shown on the attached subdivision plans. This would still enable the VPA to be registered on all current titles on the Landturn site, as well as one parcel on the existing NTC site (lot 10). Please note that the attached plans contain the current subdivision boundaries and a proposed future subdivision which would be completed once construction is completed (i.e. after all VPA works are completed).

We also propose that we consent to Council imposing a caveat on the existing NTC site in order to secure the obligation under the VPA.

We also note that clause 34 of the VPA requires us to ensure that the VPA obligations are assigned to any purchasing party, providing similar protection for Council as would be achieved by registering on all titles.

We further note that we have already commenced delivery of a significant portion of the works in good faith and submit that this demonstrates our bona fides to deliver on our commitments in the VPA.

Finally, we note that we are willing to immediately lodge a section 96 application with Council to vary consent condition 2.0(27) so that the wording is amended to specifically exclude the requirement for registration on the titles of lots 20 and 21.

We believe that the combination of the above measures provides Council with comparable levels of security in relation to the works, thus enabling an administrative amendment to the VPA to be made without requiring re-exhibition.

I look forward to your consideration of the above.

Yours sincerely



**David Taylor**  
**General Manager – Property**



ORD04

Attachment 3

**Deed**

**Narellan Town Centre  
Planning Agreement**

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

**The Council of Camden**

**Greenfields Narellan Holdings Pty Ltd (ACN 050 294 034)  
and D. Vitocco Constructions Pty. Limited (ACN 001 681 465)  
(atf the Vitocco Family Trust together trading under the  
business name "Narellan Town Centre")**

**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)  
(atf the Narellan Town Centre No 2 Unit Trust) (ABN 45 772  
155 661)**

Date:

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

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## **Narellan Town Centre Planning Agreement**

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## **Narellan Town Centre Planning Agreement**

### **Summary Sheet**

#### **Council:**

**Name:** Camden Council  
**Address:** 37 John Street, Camden NSW 2570  
**Telephone:** (02) 4654 7777  
**Facsimile:** (02) 4564 7829  
**Email:** [mail@camden.nsw.gov.au](mailto:mail@camden.nsw.gov.au)  
**Representative:** The General Manager

#### **NTC:**

**Name:** Greenfields Narellan Holdings Pty Ltd (ACN 050 294 034) and D. Vitocco Constructions Pty. Limited (ACN 001 681 465) (atf the Vitocco Family Trust together trading under the business name "Narellan Town Centre")  
**Address:** PO BOX 200, Narellan NSW 2567  
**Telephone:** 02 4647 4123  
**Facsimile:** 02 4647 4032  
**Email:** [david.taylor@dartwest.com.au](mailto:david.taylor@dartwest.com.au)  
**Representative:** David Taylor

#### **NUT:**

**Name:** Narellan Town Centre No 2 Pty Limited (ACN 070 008 650) (atf the Narellan Town Centre No 2 Unit Trust) (ABN 45 772 155 661)  
**Address:** Suite 6, 320 Camden Valley Way NSW 2567  
**Telephone:** 02 4647 4123  
**Facsimile:** 02 4647 4032  
**Email:** [david.taylor@dartwest.com.au](mailto:david.taylor@dartwest.com.au)  
**Representative:** David Taylor

#### **Land:**

See definition of *Land* in clause 1.1.

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**Development:**

See definition of *Development* in clause 1.1.

**Development Contributions:**

See Clause 10 and Schedule 3.

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

See clause 9.

**Security:**

See Part 4.

**Registration:**

See clause 33.

**Restriction on dealings:**

See clause 34.

**Dispute Resolution:**

See Part 3.

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## **Narellan Town Centre Planning Agreement**

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

### **Parties**

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

and

**Greenfields Narellan Holdings Pty Ltd (ACN 050 294 034)**  
**and D. Vitocco Constructions Pty. Limited (ACN 001 681 465)**  
**(atf the Vitocco Family Trust together trading under the**  
**business name "Narellan Town Centre")** ABN 41 747 031 182 of 326  
 Camden Valley Way, NARELLAN NSW 2567 **(NTC)**

and

**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**  
**(atf the Narellan Town Centre No 2 Unit Trust) (ABN 45 772**  
**155 661)** of Suite 6 320 Camden Valley Way, NARELLAN NSW 2567 **(NUT)**

### **Background**

- A NTC and NUT each own a part of the Land.
- B The Existing Development Consents are in force in respect of the Land.
- C NTC and NUT intend to lodge further Development Applications in respect of Development on the Land and modify the Existing Development Consents.
- D NTC and NUT are willing to make Development Contributions provided in accordance with this Deed in connection with carrying out of the Development.

### **Operative provisions**

#### **Part 1 - Preliminary**

##### **1 Interpretation**

- 1.1 In this Deed the following definitions apply:

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

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

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

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

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

**Civic Plaza Plan** means the plan in Schedule 6.

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

**Concept Plan** means the plan in Schedule 4.

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

**Contribution Item** means an item of Development Contribution specified in Column 1 of the table in Schedule 3.

**Contribution Value** means the \$ amount specified in Column 5 of the table in Schedule 3 corresponding to Contribution Item specified in Column 1 of the table in Schedule 3.

**Contributions Plan** means a contributions plan within the meaning of the Act that is in force.

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

**Council Land** means the part of, or stratum over, Camden Valley Way to which Development Application 167/2014 relates.

**CP No. 3** means the Contributions Plan titled '*CP No.3 — Trunk Drainage & Water Quality Facilities: Narellan Creek Catchment*'.

**CP No. 17** means the Contributions Plan titled '*CP No.11 — Narellan Town Centre*'.

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

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

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

**Developer** means NTC and NUT.

**Development** means development on the Land and the Council Land the subject of the following:

- (a) each Existing Development Consent,
- (b) the Existing Development Application,

and development of a commercial building on the corner of The Northern Road and Camden Valley Way.

**Development Application** has the same meaning as in the Act.

**Development Consent** has the same meaning as in the Act.

**Development Contribution** means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s93F(3)(g) of the Act.

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

**Easement in Gross** means an easement within the meaning of s88A of the *Conveyancing Act 1919*.

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

**Existing Development Application** means Development Application DA889/2014 for a petrol station in respect of the Land.

**Existing Development Consent** means the Development Consent granted to the following Development Applications in respect of the Land as modified from time to time:

- (a) DA1184/2008.2,
- (b) DA 607/2013,
- (c) DA 691/2014, and
- (d) DA 167/2014

**Final Occupation Certificate** has the same meaning as in the Act.

**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.

**Heritage Plaza Plan** means the plan in Schedule 7.

**Interim Occupation Certificate** has the same meaning as in the Act.

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

**Land** means the land known as 326 and 339 Camden Valley Way shown bounded by a red dotted line on the Location Plan, being the land comprised in the folio identifiers described in Column 1 of the table in Schedule 1 as at the date of this Deed and any part of that land comprised in a lot created by Subdivision of that land.

**Location Plan** means the plan in Schedule 2.

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

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

**Public Positive Covenant** means a public positive covenant within the meaning of s87A of the *Conveyancing Act 1919*.

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

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

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

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

**Road Works Plan** means the plan in Schedule 5.

**Security** means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council indexed annually in accordance with the Consumer Price Index (All Groups: Sydney).

**Stage** means Stage A, Stage B, Stage C or Stage D, or a stage of the Development approved by a Development Consent or otherwise approved in writing by the Council for the purposes of this Deed.

**Stage A** means the part of the Development comprising a shopping centre building located on Land described as 'Zone 2' in Development Application DA167/2014.

**Stage B** means the part of the Development comprising the multi-level car park located on Land described as 'Zone 1' in Development Application DA167/2014.

**Stage C** means the part of the Development comprising specialty retail floorspace located on Land described as 'Zone 1' and being development described as Phases 5 and 6 in the staging plans forming part of Development Application DA167/2014.

**Stage D** means the part of the Development comprising specialty retail floorspace located on Land described as 'Zone 1' and 'Zone 3' and being development described as Phase 7 in the staging plans forming part of Development Application DA167/2014.

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

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



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**Trunk Drainage Works Plan** means the plan comprising Sheet 1 and Sheet 2 in Schedule 8.

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

**Work Completion Notice** means a written notice issued by Council that Work specified in the notice is completed and may be used for its intended purpose except for minor defects and omissions specified in the notice.

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

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1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.

1.2.16 Any schedules, appendices and attachments form part of this Deed.

1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

## **2 Status of this Deed**

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

## **3 Commencement**

3.1 This Deed takes effect on the date when all Parties have executed this Deed.

3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

## **4 Application of this Deed**

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

## **5 Warranties**

5.1 The Parties warrant to each other that they:

5.1.1 have full capacity to enter into this Deed, and

5.1.2 are able to fully comply with their obligations under this Deed.

## **6 Further agreements**

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

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

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

## **8 Conditions of Consent**

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- 8.1 The Developer is not to object to the imposition of a condition of Development Consent to Development Application DA167/2014 that requires this Deed to be entered into prior to the issuing of a Construction Certificate in respect of the Development to which that Development Application relates.
- 8.2 Nothing in this Deed, other than clauses 9.1 and 9.2, limits or restricts the ability of Council to impose a condition of Development Consent.

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

- 9.1 This Deed excludes the application of s94 to any part of the Development for which no Development Consent has been granted as at the date of this Deed to the extent of any Development Contributions payable under CP No. 3 and CP No. 17.
- 9.2 This Deed excludes the application of s94A to the Development.
- 9.3 This Deed does not exclude the application of s94EF to the Development.

## **Part 2 – Development Contributions**

### **10 Provision of Development Contributions**

- 10.1 The Developer is to make Development Contributions to the Council in accordance with Schedule 3, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.
- 10.2 Any Contribution Value specified in this Deed in relation to a Development Contribution does not serve to define the extent of the Developer's obligation to make the Development Contribution.
- 10.3 The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.

### **11 Creation of Public Positive Covenants**

- 11.1 A Public Positive Covenant that is required to be created under this Deed is to allow the Council and all members of the public to obtain access in perpetuity at all times, by any reasonable means and for any purpose over the land on which the covenant applies, and is to be on terms otherwise satisfactory to the Council acting reasonably.
- 11.2 A Public Positive Covenant referred to in clause 11.1 is created for the purposes of this Deed when the Council is given:
  - 11.2.1 an instrument in registrable form under the *Real Property Act 1900* duly executed by the Developer that is effective to enable the registration of the covenant on the title to the Covenant Land,

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- 11.2.2 the written consent to the registration of the covenant of any person whose consent is required to that registration, and
- 11.2.3 a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the covenant.
- 11.3 The Developer is to do all things reasonably necessary to enable registration of the public positive covenant to occur.
- 11.4 During any period in which a Public Positive Covenant referred to in clause 11.1 is not registered on the title to the relevant Land, the Developer is to allow the Council and all members of the public to enter that land in the same manner and for the same purposes referred to in clause 11.1.

## **12 Approval of design of Work**

- 12.1 This clause applies to Work for which no Development Consent has been granted.
- 12.2 The Council is to approve the design and specifications for a Work before construction or other work commences in relation to the Work.
- 12.3 Prior to commencing any work on the design of a Work, the Developer is to request that the Council provide the Developer with its requirements for the location, design, materials, specifications, capacity and timing for the provision of the Work.
- 12.4 The Council is to act reasonably when specifying its requirements for any Work for which specifications are contained in a contributions plan adopted by the Council.
- 12.5 Once the Developer receives the Council's requirements for the Work under clause 12.3, the Developer is to provide the detailed design for the Work to the Council for the Council's approval.
- 12.6 The detailed design for the Work is to include or be accompanied by such information as is required for the making of a Development Application for the Work.
- 12.7 The detailed design submitted to the Council under clause 12.5 is to be accompanied by a detailed maintenance regime for the Work, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 12.8 The Council is to advise the Developer in writing whether it approves of the detailed design of a Work within 2 months of receiving the detailed design from the Developer.
- 12.9 The Developer will make any change to the detailed design for the Work required by the Council.
- 12.10 The Developer is not to lodge any Development Application for a Work unless the Council has first approved of the detailed design for the Work, and provided its written certification that the Development Application is consistent with the approved detailed design of the Work.
- 12.11 The Council is to provide the written certification referred to in clause 12.10 within 14 days of being provided with a copy of the Development Application by the Developer, unless the Council forms the view that the Development Application is not consistent with the approved detailed design of the Work.

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- 12.12 A Development Application for a Work is to be accompanied by the written certification referred to in clause 12.10 when lodged with the Council, as the consent authority.
- 12.13 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.
- 12.14 The Developer is to bear all costs associated with obtaining the Council's approval to the detailed design of a Work under this clause.

### **13 Variations to Contribution Item and Staging**

- 13.1 The Developer may request that the Council approve a variation to a Contribution Item to be provided under this Deed.
- 13.2 The Council may, in its absolute discretion agree to a variation of the Contribution Item, 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 Deed and the variation is generally consistent with the intended objectives and outcomes of this Deed at the date of this Deed.
- 13.3 The Developer may request that the Council approve a variation to the staging of the provision of a Contribution Item.
- 13.4 The Council is to act reasonably in determining whether to grant a variation to the staging of the provision of a Contribution Item.
- 13.5 If a variation is made to a Contribution Item pursuant to this clause, then Schedule 3 will be deemed to be amended to include the varied Contribution Item, and its Contribution Value.
- 13.6 A variation to a Contribution Item or the staging of the provision of a Contribution Item under this clause does not require a variation to this Deed.

### **14 Carrying out of Work**

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

### **15 Variation to Work**

- 15.1 The design or specification of any Work that is required to be carried out by the Developer under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed
- 15.2 Without limiting clause 15.1, the Developer may make a written request to the Council to approve a variation to the design or specification of a Work in order

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to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.

- 15.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 15.2.
- 15.4 The Council, acting reasonably, may from time to time give a written direction to the Developer requiring it to vary the design or specification of a Work before the Work is carried out in a specified manner and submit the variation to the Council for approval.
- 15.5 The Developer is to comply promptly with a direction referred to in clause 15.4 at its own cost.

## **16 Access to land by Developer**

- 16.1 The Council authorises the developer to enter, occupy and use the road reserve area fronting Camden Valley Way, The Old Northern Road and Queen Street adjoining the Land for the purpose of performing its obligations under this deed.
- 16.2 The Council is to permit the Developer, upon receiving reasonable prior notice from the Developer, to enter any other Council owned or controlled land in order to enable the Developer to properly perform its obligations under this Deed.
- 16.3 Nothing in this Deed creates or gives the Developer any estate or interest in any part of the land referred to in clause 16.1 or 16.2.

## **17 Access to land by Council**

- 17.1 The Council may enter any land on which Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Deed relating to the Work.
- 17.2 The Council is to give the Developer prior reasonable notice before it enters land under clause 17.1.

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

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

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

- 19.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
- 19.1.1 all necessary measures are taken to protect people and property,



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- 19.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
- 19.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 19.2 Without limiting clause 19.1, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as required to complete the works or otherwise authorised in writing by the Council or any relevant Authority.

## **20 Repair of damage**

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

## **21 Deferral of Work**

- 21.1 Notwithstanding any other provision of this Deed, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time that Work is required to be completed under this Deed, then:
  - 21.1.1 the Developer is to provide written notice to the Council to that effect;
  - 21.1.2 the Developer is to provide the Council with a Security for the Contribution Value of the Work before the date on which the Work is required to be completed under this Deed;
  - 21.1.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Work;
  - 21.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developer are to negotiate in good faith and agree upon a revised completion date for the Work; and
  - 21.1.5 the time for completion of the Work under this Deed will be taken to be the revised completion date approved by the Council under clause 21.1.4.
- 21.2 If the Developer complies with clause 21.1, then it will not be considered to be in breach of this Deed as a result of a failure to complete a Work by the time for completion of the Work specified in Schedule 3.
- 21.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 21.1.4, then the Council may call on the Security to meet any of its costs incurred under this Deed in respect of the failure to complete the Work by the revised date for completion.
- 21.4 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Deed in an amount which covers

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the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

## **22 Completion of Work**

- 22.1 The Developer is to give the Council written notice of the date on which it will complete Work required to be carried out under this Deed or any Stage.
- 22.2 Not later than 7 days after receiving the Developer's notice, under clause 22.1, the Council will, and the Developer must permit to the Council to inspect the Work in the presence of a representative of the Developer.
- 22.3 Following the inspection referred to in clause 22.2, the Council is to:
- 22.3.1 issue a Work Completion Notice to the Developer if the Council does not consider that a written direction should be given to the Developer under clause 22.3.2, or
- 22.3.2 give a written direction to the Developer to complete, rectify or repair any specified part of the Work as a pre-condition to the issuing a Work Completion Notice.
- 22.4 For the avoidance of doubt, the Council may give more than one written direction under clause 22.3.2 if the Council reasonably considers that it is necessary to do so.
- 22.5 The Developer, at its cost, is to promptly comply with a direction given to it by the Council under clause 22.3.2.
- 22.6 The Council is to issue a Work Completion Notice to the Developer once the Council is satisfied that the Developer has complied with any written direction given under clause 22.3.2 and no further written direction will be given.
- 22.7 A Work Completion Notice issued by the Council under this clause 22:
- 22.7.1 is final and binding on the Council and the Developer according to its terms despite any other provision of this Deed,
- 22.7.2 may identify minor defects or omissions in the Work, which the Developer, at its cost, is to promptly remedy.
- 22.8 The Council is to do such things as are reasonably necessary to enable the Developer to remedy any minor defect identified in a Work Completion Notice.

## **23 Rectification of defects**

- 23.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 23.2 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 23.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 24.1

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

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Attachment 3

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- 24.1 No later than 60 days after Work (other than Contribution Items B.8 and B.9) is completed for the purposes of this Deed, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.
- 24.2 The Developer, being the copyright owner in the plan referred to in clause 24.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

## **25 Removal of Equipment**

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

## **Part 3 – Dispute Resolution**

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

- 26.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 26.1.1 the Parties to the Dispute agree that it can be so determined, or
- 26.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 26.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 26.3 If a notice is given under clause 26.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 26.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 26.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 26.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 26.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

### **27 Dispute Resolution - mediation**

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- 27.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 26 applies.
- 27.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 27.3 If a notice is given under clause 27.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 27.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 27.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 27.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 27.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

## **Part 4 - Enforcement**

### **28 Restriction on application of Final Occupation Certificate**

- 28.1 The Developer is not to apply for, or cause, suffer or permit an application to be made for, or procure the issuing of, any Final Occupation Certificate in respect of the Development described in Development Application DA167/2014 before the completion of all of the Developer's obligations under this Deed.

### **29 Security for performance of obligations**

- 29.1 The Developer is to provide Security to the Council in the amount of \$2,100,000.00 before the issuing of the first Construction Certificate in respect of the Development described in Development Application DA167/2014 and in accordance with this clause 29.
- 29.2 Not later than 14 days after the completion of Work specified in Column 1 of the Table to this clause in accordance with this Deed, Council is to release and return to the Developer the amount of the Security specified in Column 2 of that Table corresponding to the Work.

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Table

Column 1	Column 2
Work	Amount of Security to be returned by the Council
1. Contribution Items B.1, B.2, B.3, B.4, B.5, B.10 and B.11	\$1,100,000.00
2. Contribution Items B.6, B.7, B.8 and B.9 in respect of Work in relation footpaths fronting Camden Valley Way (northern side between Queen Street and Narellan Road) and The Old Northern Road (eastern side of the road between The Northern Road and Camden Valley Way)	\$600,000.00
3. Contribution Items B.6, B.7, B.8 and B.9 in respect of Work in relation to footpaths fronting Camden Valley Way (southern side between Queen Street and Narellan Road.	\$400,000.00

- 29.3 Despite any other provision in this Deed, the Developer is to carry out and complete the Works described in Column 1 of the table to clause 29.2 in the order specified in the table.
- 29.4 The Council, in its absolute discretion and despite clause 17, may refuse to allow the Developer to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Developer with any plant, equipment, facilities or assistance relating to the carrying out the Development if the Developer has not provided the Security to the Council in accordance with this Deed.
- 29.5 The Council may call-up and apply the Security in accordance with clause 31 to remedy any breach of this Deed notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity.
- 29.6 The Developer may at any time provide the Council with a replacement Security.
- 29.7 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer.
- 29.8 If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.
- 29.9 The Developer is to ensure that the Security provided to the Council is at all times maintained to the full current indexed value.

### **30 Acquisition of Easement in Gross**

- 30.1 If the Developer does not create a Public Positive Covenant required to be created under this Deed at the time at which it is required to be created, the Party to this Deed who is the owner of the part of the Land to be burdened by

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the Public Positive Covenant consents to the Council compulsorily acquiring an Easement in Gross in favour of the Council granting public rights of access over that part of the Land that are materially similar to those to be contained in the Public Positive Covenant and otherwise to the satisfaction of the Council for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedure under the Just Terms Act.

- 30.2 The Council is to only acquire the easement pursuant to clause 30.1 if it
- 30.2.1 has given the owner 30 days prior notice of the acquisition, and
- 30.2.2 considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to create the covenant required to be created under this Deed.
- 30.3 Clause 30.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 30.4 If, as a result of the acquisition referred to in clause 30.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can recover that cost as a debt due in a court of competent jurisdiction.
- 30.5 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the easement concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 30.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 30, including without limitation:
- 30.6.1 signing any documents or forms,
- 30.6.2 giving land owner's consent for lodgement of any Development Application,
- 30.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and
- 30.6.4 paying the Council's costs arising under this clause 30.

### **31 Breach of obligations**

- 31.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
- 31.1.1 specifying the nature and extent of the breach,
- 31.1.2 requiring the Developer to:
- (a) rectify the breach if it reasonably considers it is capable of rectification, or
- (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
- 31.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.



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- 31.2 If the Developer fails to fully comply with a notice referred to in clause 31.1, the Council may, without further notice to the Developer, call-up the Security provided by the Developer under this Deed and apply it to remedy the Developer's breach.
- 31.3 If the Developer fails to comply with a notice given under clause 31.1 relating to the carrying out of Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.
- 31.4 Any costs incurred by the Council in remedying a breach in accordance with clause 31.2 or clause 31.3 may be recovered by the Council by either or a combination of the following means:
- 31.4.1 by calling-up and applying the Security provided by the Developer under this Deed, or
- 31.4.2 as a debt due in a court of competent jurisdiction.
- 31.5 For the purpose of clause 31.4, the Council's costs of remedying a breach the subject of a notice given under clause 31.1 include, but are not limited to:
- 31.5.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- 31.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
- 31.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 31.6 Nothing in this clause 31 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

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

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

## **Part 5 – Registration & Restriction on Dealings**

### **33 Registration of this Agreement**

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- 33.1 The Parties agree to register this Deed on the Land (other than Lot 20 DP880763 and Lot 21 DP 880763) for the purposes of s93H(1) of the Act.
- 33.2 On execution of this Deed , the Developer is to deliver to the Council:
- 33.2.1 an instrument in registrable form requesting registration of this Deed on the title to the Land (other than Lot 20 DP880763 and Lot 21 DP 880763) duly executed by the owner of that land,
- 33.2.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration, and
- 33.2.3 evidence that the certificate of title for the Land (other than Lot 20 DP880763 and Lot 21 DP 880763) has been produced at the Land and Property Information for the purposes of registration of this Deed.
- 33.3 The Developer is to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 33.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the relevant Land once the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

#### **34 Restriction on dealings**

- 34.1 The Developer is not to:
- 34.1.1 sell or transfer the Land or any part
- 34.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 34.1.3 the Developer 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 Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
- 34.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
- 34.1.5 the Developer is not in breach of this Deed, and
- 34.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 34.2 Clause 34.1 does not apply in relation to any sale or transfer of the Land (or any part) referred to in clause 33.1 if this Deed is registered on the title to that land at the time of the sale.
- 34.3 The Developer consents to the Council lodging a caveat over the title of any Land over which this agreement is not registered on title other than land from which the notation has been removed under clause 33.4, to secure its interests under this clause.

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## **Part 6 – Indemnities & Insurance**

### **35 Risk**

- 35.1 The Developer performs this Deed at its own risk and its own cost.

### **36 Release**

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

### **37 Indemnity**

- 37.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

### **38 Insurance**

- 38.1 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Deed up until the Work is taken to have been completed in accordance with this Deed:
- 38.1.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
  - 38.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
  - 38.1.3 workers compensation insurance as required by law, and
  - 38.1.4 any other insurance required by law.
- 38.2 If the Developer fails to comply with clause 38.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 38.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or
  - 38.2.2 recovery as a debt due in a court of competent jurisdiction.

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- 38.3 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 38.1.

## **Part 7 – Other Provisions**

### **39 Annual report by Developer**

- 39.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Deed is entered into a report detailing the performance of its obligations under this Deed.
- 39.2 The report referred to is to be in such a form and to address such matters as required by the Council from time to time.

### **40 Review of Deed**

- 40.1 The Parties agree to review this Deed every three (3) years, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.
- 40.2 For the purposes of clause 40.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 40.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 40.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 40.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.
- 40.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 40.1 (but not 40.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

### **41 Notices**

- 41.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- 41.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
- 41.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
- 41.1.3 emailed to that Party at its email address set out in the Summary Sheet.

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- 41.2 If a Party gives the other Party 3 business days notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 41.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 41.3.1 delivered, when it is left at the relevant address,
- 41.3.2 sent by post, 2 business days after it is posted,
- 41.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number, or
- 41.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 41.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## **42 Approvals and Consent**

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

## **43 Costs**

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

## **44 Entire Deed**

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

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**45 Further Acts**

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

**46 Notations on section 149(2) Planning Certificates**

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

**47 Governing Law and Jurisdiction**

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

**48 Joint and Individual Liability and Benefits**

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

**49 No Fetter**

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

**50 Severability**

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



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### 51 Amendment

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

### 52 Waiver

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

### 53 GST

- 53.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
- Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 53.2 Subject to clause 53.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 53.3 Clause 53.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 53.4 No additional amount shall be payable by the Council under clause 53.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 53.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that

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are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

- 53.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 53.5.2 that any amounts payable by the Parties in accordance with clause 53.2 (as limited by clause 53.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 53.6 No payment of any amount pursuant to this clause 53, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 53.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 53.8 This clause continues to apply after expiration or termination of this Deed.

**54 Explanatory Note**

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

ORD04

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

---

**Schedule 1**

(Clause 1.1)

**Land**

<b>Column 1 Folio Identifier</b>	<b>Column 2 Owner</b>
20/880763 and 21/880763	NTC
50/1154590	NTC
10/863384	NTC
2/1090266, 3/1090266, 4/1090266 and 5/1090266	NUT
70/806800 and 71/806800	NUT
2/779732	NUT
1/735948	NUT
Part 4/217026	NUT
1/795656	NUT
61/1036014	NUT
8/744960	NUT
1/782191	NUT
2/847690	NUT
41/1105578	NUT
50/1119720	NUT

Attachment 3

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

---

**Schedule 2**

(Clause 1.1)

**Location Plan**

Plan on next page

**ORD04**

**Attachment 3**

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Attachment 3

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**



**BUCHANAN**

ARCHITECTURAL SERVICES

STAGE 2A LOCATION AND SERIAL PLAN

NARELLAN TOWN CENTRE  
 2015 CAMDEN LOCAL GOVERNMENT

DATE: 13 FEB 2015

SCALE: 1:1000

PROJECT NO: 15001

CLIENT: NARELLAN TOWN CENTRE NO 2 PTY LTD

PROJECT ADDRESS: 100-110 NARELLAN ROAD, NARELLAN NSW 2566

PROJECT DESCRIPTION: LOCATION AND SERIAL PLAN

DATE: 13 FEB 2015

SCALE: 1:1000

PROJECT NO: 15001

CLIENT: NARELLAN TOWN CENTRE NO 2 PTY LTD

PROJECT ADDRESS: 100-110 NARELLAN ROAD, NARELLAN NSW 2566

PROJECT DESCRIPTION: LOCATION AND SERIAL PLAN

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Narellan Town Centre Planning Agreement  
 The Council of Camden  
 'Narellan Town Centre'  
 Narellan Town Centre No 2 Pty Limited

**Schedule 3**

(Clause 10)

**Development Contributions**

Column 1 Item/ Contribution	Column 2 Public Purpose	Column 3 Manner & Extent	Column 4 Timing	Column 5 Contribution Value
-----------------------------------	----------------------------	-----------------------------	--------------------	-----------------------------------

**A. Creation of Public Positive Covenant**

1. Creation of Public Positive Covenant over Civic Plaza	Streetscape and public domain	Creation of a Public Positive Covenant on the land on which Contribution Item B.8 is located in accordance with clause 11.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$1,062,500.00
2. Creation of Public Positive Covenant over Heritage Plaza	Streetscape and public domain	Creation of a Public Positive Covenant on the land on which Contribution Item B.9 is located in accordance with clause 11.	Prior to the issuing of the first Interim Occupation Certificate for Stage D	\$658,750.00

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Attachment 3

**Narellan Town Centre Planning Agreement  
The Council of Camden  
'Narellan Town Centre'  
Narellan Town Centre No 2 Pty Limited**

**B. Carrying out of Work**

1. Intersection upgrade work to The Old Northern Road/The Northern Road	Roads and traffic improvement	Construction and completion of an upgrade to the intersection of The Old Northern Road and The Northern Road to increase south bound right turn capacity including linemarking modifications generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$12,946.00
2. Road upgrade work to The Old Northern Road	Roads and traffic improvement	Construction and completion of upgrade works to The Northern Road that includes an additional through lane in both directions, replacement of existing swales with formal kerb, gutter and drainage, new pavement and pavement rehabilitation works and utility service relocation including new street lighting and undergrounding of overhead power cables generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$802,192.00

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**Narellan Town Centre Planning Agreement  
The Council of Camden  
'Narellan Town Centre'  
Narellan Town Centre No 2 Pty Limited**

<p>3. Intersection upgrade work to The Old Northern Road/Camden Valley Way</p>	<p>Roads and traffic improvement</p>	<p>Construction and completion of upgrade works to the intersection of The Old Northern Road and Camden Valley Way to achieve improved functional capacity and to accommodate additional through lanes on both roads including reconstruction of kerb return and kerb ramps, reconstruction of traffic median to The Old Northern Road, modification of stormwater drainage infrastructure, pavement rehabilitation works, utility service relocation, modification of existing linemarking and traffic signals to suit dedicated turn bays, double diamond operation and shared pedestrian/bicycle movements generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council</p>	<p>Prior to the issuing of the first Interim Occupation Certificate for Stage A</p>	<p>\$475,270.00</p>
<p>4. Road upgrade work to the northern side of Camden Valley Way</p>	<p>Roads and traffic improvement</p>	<p>Construction and completion of road upgrade works to the northern side of Camden Valley Way including kerb and gutter reconstruction, modifications to existing linemarking, reconstruction of traffic medians, modifications to stormwater drainage infrastructure, utility service relocation and pavement construction to provide additional through lane in east bound direction generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council.</p>	<p>Prior to the issuing of the first Interim Occupation Certificate for Stage A</p>	<p>\$377,521.00</p>
<p>5. Road upgrade work to the southern side of Camden Valley Way</p>	<p>Roads and traffic improvement</p>	<p>Construction and completion of road upgrade works to the southern side of Camden Valley Way generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council</p>	<p>Prior to the issuing of the first Interim Occupation Certificate for Stage D</p>	<p>\$161,795.00</p>

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## Attachment 3

**Narellan Town Centre Planning Agreement  
The Council of Camden  
'Narellan Town Centre'  
Narellan Town Centre No 2 Pty Limited**

6. Streetscape and public domain work fronting The Old Northern Road and northern side of Camden Valley Way	Streetscape and public domain	Construction and completion of streetscape and public domain works fronting The Old Northern Road and the northern side of Camden Valley Way including paving, soft landscaping and street furniture generally as shown on the Concept Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$418,249.00
7. Streetscape and public domain work fronting southern side of Camden Valley Way	Streetscape and public domain	Construction and completion of streetscape and public domain works fronting the southern side of Camden Valley Way including paving, soft landscaping and street furniture generally as shown on the Concept Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage D	\$179,249.00
8. Civic Plaza	Streetscape and public domain	Construction and completion of a publicly accessible plaza fronting Camden Valley Way including feature paving, soft landscaping, passive seating areas, public art, play sculptures, community event space, interactive fountain and lighting generally in accordance with the Civic Plaza Plan and to the satisfaction of the Council..	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$1,394,915.00
9. Heritage Plaza	Streetscape and public domain	Construction and completion of a publicly accessible plaza fronting Camden Valley Way including feature paving, soft landscaping, passive seating areas, public art, play sculptures, community event space, interactive fountain and lighting generally in accordance with the Heritage Plaza Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage D	\$956,403.00
10. Trunk drainage works at Somerset Avenue	Trunk drainage works	Construction and completion of new piped trunk drainage system to replace existing vegetated open cut drainage channel at Somerset Avenue generally in accordance with Sheet 2 of the Trunk Drainage Works Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$36,126.00

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**Narellan Town Centre Planning Agreement  
The Council of Camden  
'Narellan Town Centre'  
Narellan Town Centre No 2 Pty Limited**

11. Trunk drainage works at Queen Street	Trunk drainage works	Construction and completion of new piped drainage system on private lands to address an existing flooding issue within Queen Street road carriageway by draining an existing low point within the Queen Street road reserve and to capture bypass flow from an existing culvert in Queen Street and convey those flows to an existing culvert in Camden Valley Way generally in accordance with Sheet 1 of the Trunk Drainage Works Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$187,373.00
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**ORD04**

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

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**Schedule 4**

(Clause 1.1)

**Concept Plan**

Plan on next page

**Attachment 3**

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**



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**ORD04**

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

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**Schedule 5**

(Clause 1.1)

**Road Works Plan**

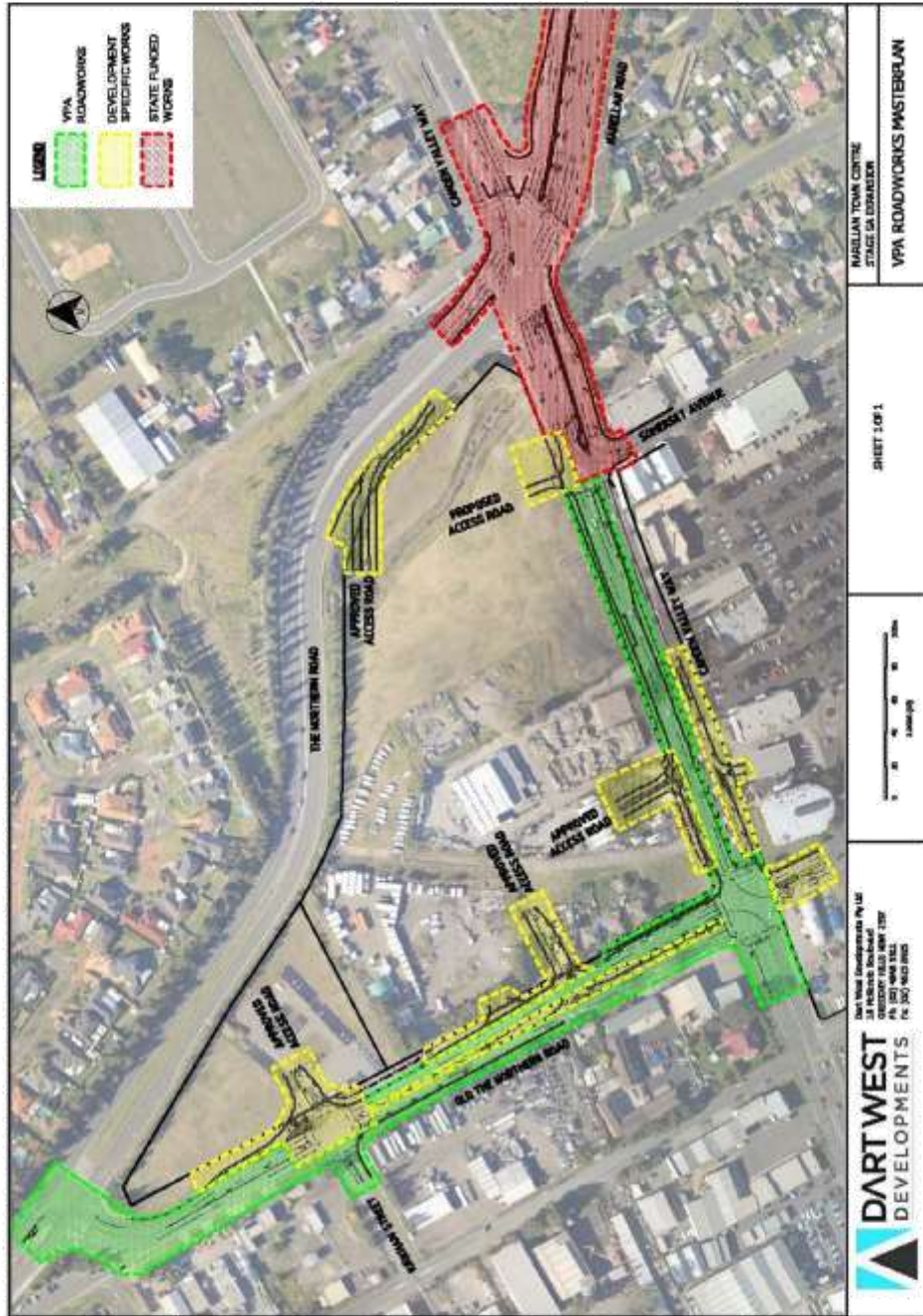
Plan on next page

**Attachment 3**

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

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Attachment 3



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**ORD04**

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

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**Schedule 6**

(Clause 1.1)

**Civic Plaza Plan**

Plan on next page

**Attachment 3**

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

A vertical block containing a scale bar and a table titled 'SITE IDENTIFICATION PLAN'.  

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	2014	...
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3	...	...	...
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Scale bar: 0 1 2 3 4 5 6 7 8 9 10

narellan TOWN CENTRE

Attachment 3  
ORD04

**ORD04**

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

---

**Schedule 7**

(Clause 1.1)

**Heritage Plaza Plan**

Plan on next page

**Attachment 3**

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**



Scale 1:1000  
 Date: 13 Feb 2015  
 Drawn by: [Name]

SITE IDENTIFICATION PLAN	
Site No:	13/15/15/0001
Site Name:	Narellan Town Centre
Client:	Narellan Town Centre No 2 Pty Limited
Project:	Site Identification Plan
Author:	[Name]
Check:	[Name]
Date:	13 Feb 2015
Scale:	1:1000
Sheet:	1 of 1

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**ORD04**

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

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**Schedule 8**

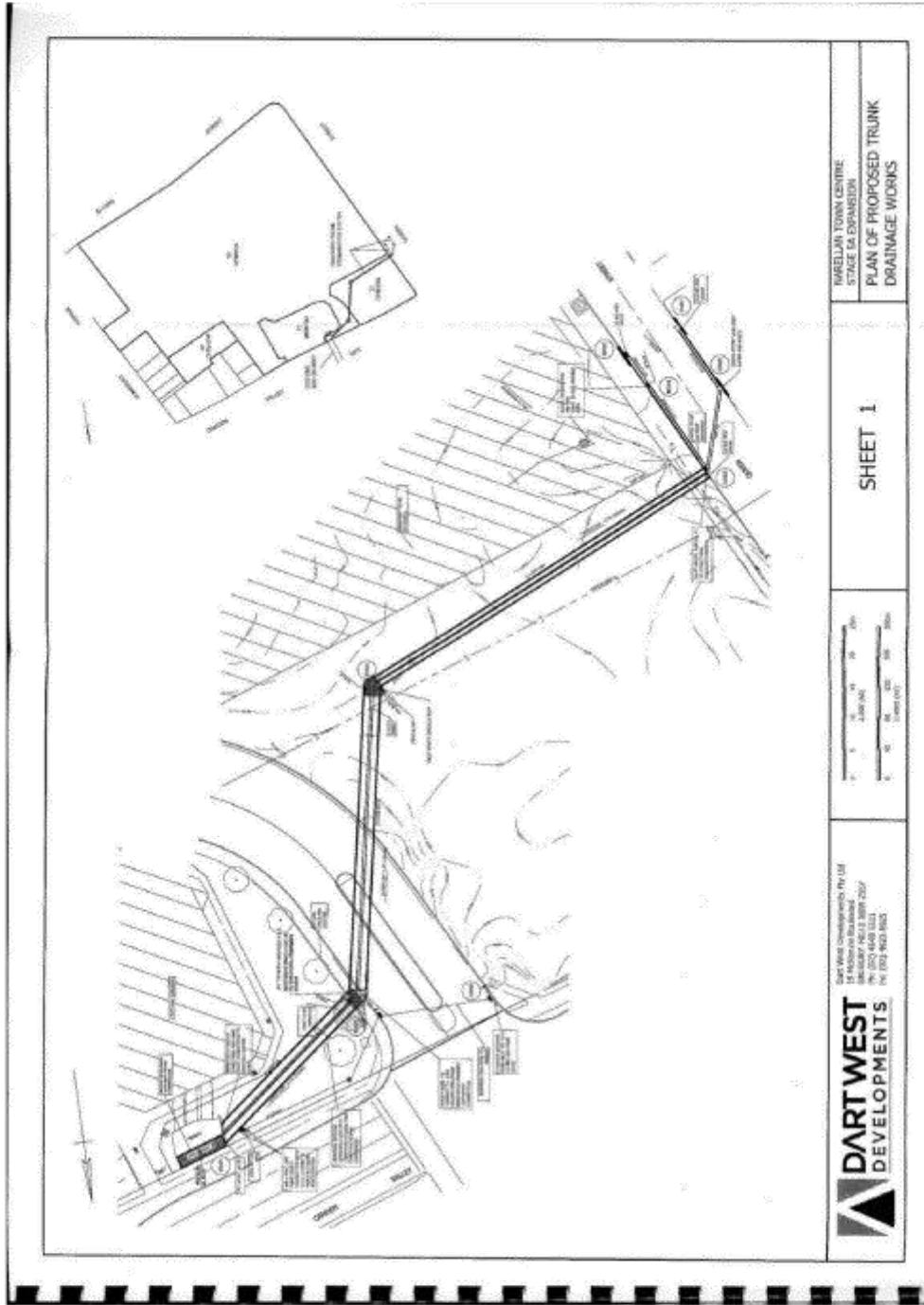
(Clause 1.1)

**Trunk Drainage Works Plan**

Plan on next page

**Attachment 3**

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

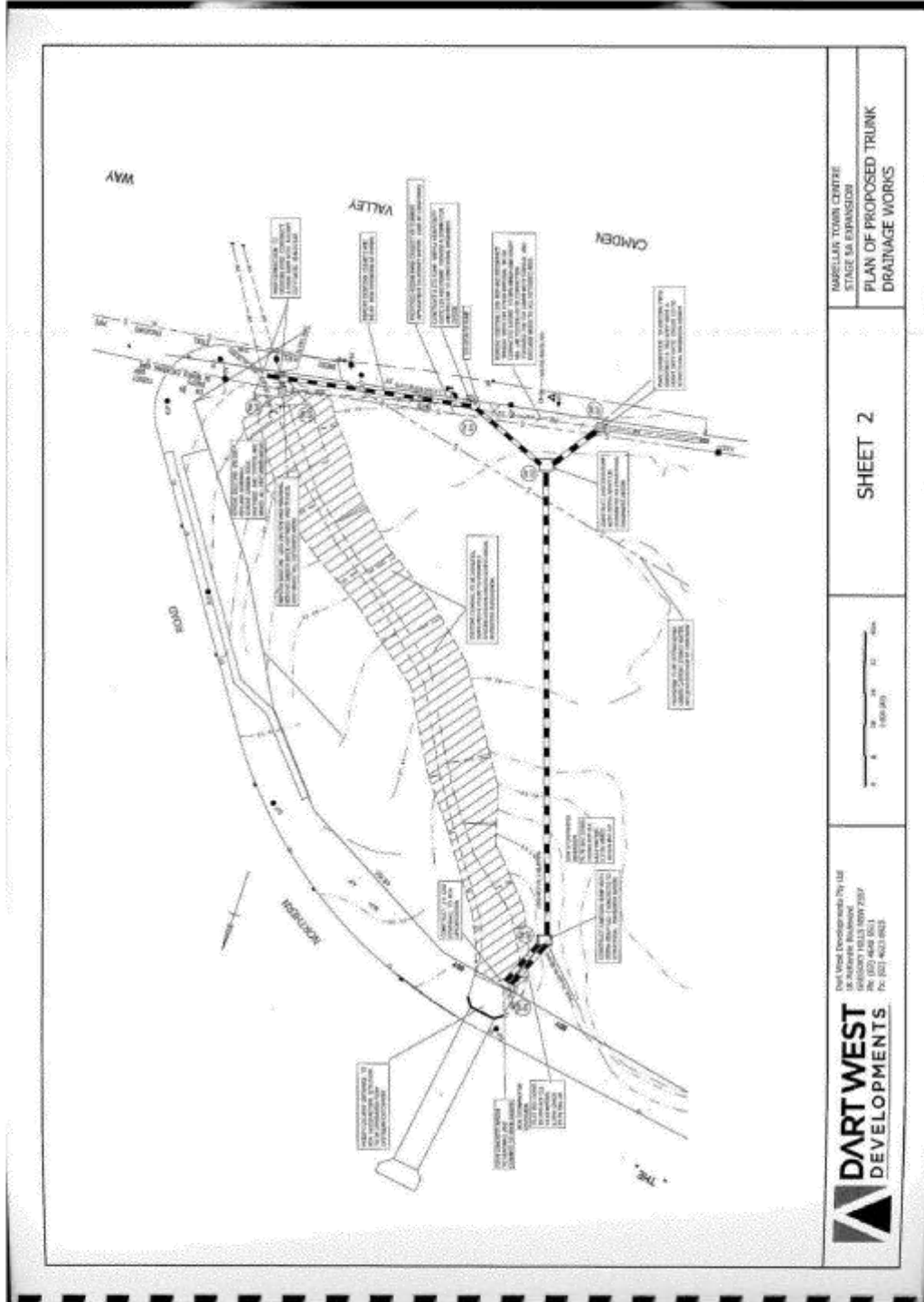


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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**



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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

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**Execution**

**Executed as a Deed**

**Dated:**

---

**Executed on behalf of the Council**

---

**General Manager**

---

**Witness**

---

**Mayor**

---

**Witness**

---

**Executed on behalf of the Greenfields Narellan Holdings Pty Ltd**  
in accordance with s127(1) of the Corporations Act (Cth) 2001

---

**Name/Position**

---

**Name/Position**

---

**Executed on behalf of the Vitocco Constructions Pty. Limited** in  
accordance with s127(1) of the Corporations Act (Cth) 2001

---

**Name/Position**

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**Narellan Town Centre Planning Agreement**

**The Council of Camden**

**'Narellan Town Centre'**

**Narellan Town Centre No 2 Pty Limited**

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

**Executed on behalf of the Narellan Town Centre No 2 Pty Limited** in accordance with s127(1) of the Corporations Act (Cth) 2001

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

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

Attachment 3

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

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**Appendix**

(Clause 55)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

**Explanatory Note**

**Draft Planning Agreement**

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

**Parties**

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

**Greenfields Narellan Holdings Pty Ltd** (ACN 050 294 034)  
**and D. Vitocco Constructions Pty. Limited** (ACN 001 681  
 465) (atf the **Vitocco Family Trust together trading  
 under the business name "Narellan Town Centre"**)  
 (NTC)

and

**Narellan Town Centre No 2 Pty Limited** (ACN 070 008 650)  
 (atf the **Narellan Town Centre No 2 Unit Trust**) (ABN 45 772  
 155 661) of Suite 6 320 Camden Valley Way, NARELLAN NSW 2567 (**NUT**)

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

The land known as 326 and 339 Camden Valley Way shown bounded by a red dotted line on the Location Plan, being the land comprised in the folio identifiers described in Column 1 of the table in Schedule 1 as at the date of this Deed and any part of that land comprised in a lot created by Subdivision of that land.



**Narellan Town Centre Planning Agreement****The Council of Camden****'Narellan Town Centre'****Narellan Town Centre No 2 Pty Limited**

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**Description of Proposed Development**

Development means the following commercial and retail development on the Land and the Council Land:

- development the subject of a Development Consent to DA1184/2008.2, DA 607/2013, and DA 691/2014, and
- development described in DA889/2014 for a petrol station, and DA167/2014 for the expansion of the existing shopping centre over Camden Valley Way, and
- development of a commercial building on the corner of The Northern Road and Camden Valley Way.

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

The objective of the Draft Planning Agreement is to provide for the construction of road and streetscape upgrades and drainage infrastructure and civic open spaces to be made available in connection with the Development.

**Nature of Draft Planning Agreement**

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

**Effect of the Draft Planning Agreement**

The Draft Planning Agreement:

- relates to the carrying out by the Developer of Development on the Land
- excluded the application of s94 and s94A of the Act to the Development.
- does not exclude the application of s94EF of the Act to the Development,
- requires the carrying out of road works and drainage works and the provision of civic open space to be made available,
- is to be registered on the title to the Land other than Lots 20 and 21 DP 880763,
- imposes restrictions on the Developer transferring the Land (where it is not registered on that land) or part of the Land or assigning an interest under the agreement,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

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- provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the agreement.

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

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

The Draft Planning Agreement:

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

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

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

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

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

N/A

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

N/A

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

The Draft Planning Agreement promotes the elements of the Council's charter by:

- providing water drainage, road facilities and civic open space for the community,
- providing a means that allows the wider community to make submissions to the Council in relation to the agreement.

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

Council had adopted Contribution Plans No. 17 and No. 3 which provided for streetscape, road works and drainage works consistent with the Town Centre environment. The proposed development is different to that anticipated by the Contributions Plans. As a result, this Voluntary Planning Agreement has been

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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited**

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negotiated to respond more flexibly to the works and services required to deliver a high quality town centre environment. This Agreement includes the works categories that Council had intended to be provided via the Contributions Plans, which would also be included in the Council's long-term works program. Implementation of the Agreement will deliver significant works within the Town Centre to be completed in a more timely and efficient manner. ***All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued***

This Draft Planning agreement contains requirements that must be complied with before an occupation certificate is issued in respect of development to which DA167/2014 applies.

Attachment 3

**Deed**

**Narellan Town Centre  
Planning Agreement**

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

**The Council of Camden**

**Greenfields Narellan Holdings Pty Ltd (ACN 050 294 034)  
and D. Vitocco Constructions Pty. Limited (ACN 001 681 465)  
(atf the Vitocco Family Trust together trading under the  
business name "Narellan Town Centre" & Narellan Town  
Centre No 2 Pty Limited atf the Narellan Town Centre No 2  
Unit Trust)**

**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)  
(atf the Narellan Town Centre No 2 Unit Trust) (ABN 45 772  
155 661)**

Date:

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
 Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)

---

## **Narellan Town Centre Planning Agreement**

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**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**

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Attachment 4

**ORD04**

**Narellan Town Centre Planning Agreement**

**The Council of Camden**

**'Narellan Town Centre'**

**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**

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**Attachment 4**



**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)

---

## **Narellan Town Centre Planning Agreement**

### **Summary Sheet**

#### **Council:**

**Name:** Camden Council  
**Address:** 37 John Street, Camden NSW 2570  
**Telephone:** (02) 4654 7777  
**Facsimile:** (02) 4564 7829  
**Email:** [mail@camden.nsw.gov.au](mailto:mail@camden.nsw.gov.au)  
**Representative:** The General Manager

#### **NTC:**

**Name:** Greenfields Narellan Holdings Pty Ltd (ACN 050 294 034) and D. Vitocco Constructions Pty. Limited (ACN 001 681 465) (atf the Vitocco Family Trust together trading under the business name "Narellan Town Centre" & Narellan Town Centre No 2 Pty Limited atf the Narellan Town Centre No 2 Unit Trust)  
**Address:** PO BOX 200, Narellan NSW 2567  
**Telephone:** 02 4647 4123  
**Facsimile:** 02 4647 4032  
**Email:** [david.taylor@dartwest.com.au](mailto:david.taylor@dartwest.com.au)  
**Representative:** David Taylor

#### **NUT:**

**Name:** Narellan Town Centre No 2 Pty Limited (ACN 070 008 650) (atf the Narellan Town Centre No 2 Unit Trust) (ABN 45 772 155 661)  
**Address:** Suite 6, 320 Camden Valley Way NSW 2567  
**Telephone:** 02 4647 4123  
**Facsimile:** 02 4647 4032  
**Email:** [david.taylor@dartwest.com.au](mailto:david.taylor@dartwest.com.au)  
**Representative:** David Taylor

#### **Land:**

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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)

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See definition of *Land* in clause 1.1.

**Development:**

See definition of *Development* in clause 1.1.

**Development Contributions:**

See Clause 10 and Schedule 3.

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

See clause 9.

**Security:**

See Part 4.

**Registration:**

See clause 33.

**Restriction on dealings:**

See clause 34.

**Dispute Resolution:**

See Part 3.

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Attachment 4

**Narellan Town Centre Planning Agreement****The Council of Camden****'Narellan Town Centre'****Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**

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**Narellan Town Centre Planning Agreement**Under s93F of the *Environmental Planning and Assessment Act 1979***Parties****The Council of Camden** ABN 31 117 341 764 of 37 John St, Camden NSW 2570  
(Council)

and

**Greenfields Narellan Holdings Pty Ltd (ACN 050 294 034)**  
**and D. Vitocco Constructions Pty. Limited (ACN 001 681 465)**  
**(atf the Vitocco Family Trust together trading under the**  
**business name "Narellan Town Centre" & Narellan Town**  
**Centre No 2 Pty Limited atf the Narellan Town Centre No 2**  
**Unit Trust)ABN 41 747 031 182 of 326 Camden Valley Way, NARELLAN NSW 2567**  
**(NTC)**

and

**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**  
**(atf the Narellan Town Centre No 2 Unit Trust) (ABN 45 772**  
**155 661)of Suite 6 320 Camden Valley Way, NARELLAN NSW 2567 (NUT)****Background**

- A NTC and NUT each own a part of the Land.
- B The Existing Development Consents are in force in respect of the Land.
- C NTC and NUT intend to lodge further Development Applications in respect of Development on the Land and modify the Existing Development Consents.
- D NTC and NUT are willing to make Development Contributions provided in accordance with this Deed in connection with carrying out of the Development.

**Operative provisions****Part 1 - Preliminary**

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## Narellan Town Centre Planning Agreement

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### 1 Interpretation

1.1 In this Deed the following definitions apply:

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

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

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

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

(a) one of the following trading banks:

- (i) Australia and New Zealand Banking Group Limited,
- (ii) Commonwealth Bank of Australia,
- (iii) Macquarie Bank Limited,
- (iv) National Australia Bank Limited,
- (iv) St George Bank Limited,
- (v) Westpac Banking Corporation, or

(b) any other financial institution approved by the Council in its absolute discretion.

**Civic Plaza Plan** means the plan in Schedule 6.

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

**Concept Plan** means the plan in Schedule 4.

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

**Contribution Item** means an item of Development Contribution specified in Column 1 of the table in Schedule 3.

**Contribution Value** means the \$ amount specified in Column 5 of the table in Schedule 3 corresponding to Contribution Item specified in Column 1 of the table in Schedule 3.

**Contributions Plan** means a contributions plan within the meaning of the Act that is in force.

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

**Council Land** means the part of, or stratum over, Camden Valley Way to which Development Application 167/2014 relates.

**CP No. 3** means the Contributions Plan titled '*CP No.3 — Trunk Drainage & Water Quality Facilities: Narellan Creek Catchment*'.

**CP No. 17** means the Contributions Plan titled '*CP No.11 — Narellan Town Centre*'.

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

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

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

**Developer** means NTC and NUT.

**Development** means development on the Land and the Council Land the subject of the following:

- (a) each Existing Development Consent,
- (b) the Existing Development Application,

and development of a commercial building on the corner of The Northern Road and Camden Valley Way.

**Development Application** has the same meaning as in the Act.

**Development Consent** has the same meaning as in the Act.

**Development Contribution** means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s93F(3)(g) of the Act.

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

**Easement in Gross** means an easement within the meaning of s88A of the *Conveyancing Act 1919*.

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

**Existing Development Application** means Development Application DA889/2014 for a petrol station in respect of the Land.

**Existing Development Consent** means the Development Consent granted to the following Development Applications in respect of the Land as modified from time to time:

- (a) DA1184/2008.2,
- (b) DA 607/2013,
- (c) DA 691/2014, and
- (d) DA 167/2014

**Final Occupation Certificate** has the same meaning as in the Act.

**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.

**Heritage Plaza Plan** means the plan in Schedule 7.

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**Interim Occupation Certificate** has the same meaning as in the Act.

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

**Land** means the land known as 326 and 339 Camden Valley Way shown bounded by a red dotted line on the Location Plan, being the land comprised in the folio identifiers described in Column 1 of the table in Schedule 1 as at the date of this Deed and any part of that land comprised in a lot created by Subdivision of that land.

**Location Plan** means the plan in Schedule 2.

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

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

**Public Positive Covenant** means a public positive covenant within the meaning of s87A of the *Conveyancing Act 1919*.

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

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

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

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

**Road Works Plan** means the plan in Schedule 5.

**Security** means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council indexed annually in accordance with the Consumer Price Index (All Groups: Sydney).

**Stage** means Stage A, Stage B, Stage C or Stage D, or a stage of the Development approved by a Development Consent or otherwise approved in writing by the Council for the purposes of this Deed.

**Stage A** means the part of the Development comprising a shopping centre building located on Land described as 'Zone 2' in Development Application DA167/2014.

**Stage B** means the part of the Development comprising the multi-level car park located on Land described as 'Zone 1' in Development Application DA167/2014.

**Stage C** means the part of the Development comprising specialty retail floorspace located on Land described as 'Zone 1' and being development described as Phases 5 and 6 in the staging plans forming part of Development Application DA167/2014.

**Stage D** means the part of the Development comprising specialty retail floorspace located on Land described as 'Zone 1' and 'Zone 3' and being development described as Phase 7 in the staging plans forming part of Development Application DA167/2014.

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

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

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**Trunk Drainage Works Plan** means the plan comprising Sheet 1 and Sheet 2 in Schedule 8.

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

**Work Completion Notice** means a written notice issued by Council that Work specified in the notice is completed and may be used for its intended purpose except for minor defects and omissions specified in the notice.

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



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1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.

1.2.16 Any schedules, appendices and attachments form part of this Deed.

1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

## **2 Status of this Deed**

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

## **3 Commencement**

3.1 This Deed takes effect on the date when all Parties have executed this Deed.

3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

## **4 Application of this Deed**

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

## **5 Warranties**

5.1 The Parties warrant to each other that they:

5.1.1 have full capacity to enter into this Deed, and

5.1.2 are able to fully comply with their obligations under this Deed.

## **6 Further agreements**

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

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

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

## **8 Conditions of Consent**

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- 8.1 The Developer is not to object to the imposition of a condition of Development Consent to Development Application DA167/2014 that requires this Deed to be entered into prior to the issuing of a Construction Certificate in respect of the Development to which that Development Application relates.
- 8.2 Nothing in this Deed, other than clauses 9.1 and 9.2, limits or restricts the ability of Council to impose a condition of Development Consent.

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

- 9.1 This Deed excludes the application of s94 to any part of the Development for which no Development Consent has been granted as at the date of this Deed to the extent of any Development Contributions payable under CP No. 3 and CP No. 17.
- 9.2 This Deed excludes the application of s94A to the Development.
- 9.3 This Deed does not exclude the application of s94EF to the Development.

## **Part 2 – Development Contributions**

### **10 Provision of Development Contributions**

- 10.1 The Developer is to make Development Contributions to the Council in accordance with Schedule 3, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.
- 10.2 Any Contribution Value specified in this Deed in relation to a Development Contribution does not serve to define the extent of the Developer's obligation to make the Development Contribution.
- 10.3 The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.

### **11 Creation of Public Positive Covenants**

- 11.1 A Public Positive Covenant that is required to be created under this Deed is to allow the Council and all members of the public to obtain access in perpetuity at all times, by any reasonable means and for any purpose over the land on which the covenant applies, and is to be on terms otherwise satisfactory to the Council acting reasonably.
- 11.2 A Public Positive Covenant referred to in clause 11.1 is created for the purposes of this Deed when the Council is given:
  - 11.2.1 an instrument in registrable form under the *Real Property Act 1900* duly executed by the Developer that is effective to enable the registration of the covenant on the title to the Covenant Land,

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- 11.2.2 the written consent to the registration of the covenant of any person whose consent is required to that registration, and
- 11.2.3 a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the covenant.
- 11.3 The Developer is to do all things reasonably necessary to enable registration of the public positive covenant to occur.
- 11.4 During any period in which a Public Positive Covenant referred to in clause 11.1 is not registered on the title to the relevant Land, the Developer is to allow the Council and all members of the public to enter that land in the same manner and for the same purposes referred to in clause 11.1.

## **12 Approval of design of Work**

- 12.1 This clause applies to Work for which no Development Consent has been granted.
- 12.2 The Council is to approve the design and specifications for a Work before construction or other work commences in relation to the Work.
- 12.3 Prior to commencing any work on the design of a Work, the Developer is to request that the Council provide the Developer with its requirements for the location, design, materials, specifications, capacity and timing for the provision of the Work.
- 12.4 The Council is to act reasonably when specifying its requirements for any Work for which specifications are contained in a contributions plan adopted by the Council.
- 12.5 Once the Developer receives the Council's requirements for the Work under clause 12.3, the Developer is to provide the detailed design for the Work to the Council for the Council's approval.
- 12.6 The detailed design for the Work is to include or be accompanied by such information as is required for the making of a Development Application for the Work.
- 12.7 The detailed design submitted to the Council under clause 12.5 is to be accompanied by a detailed maintenance regime for the Work, and detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 12.8 The Council is to advise the Developer in writing whether it approves of the detailed design of a Work within 2 months of receiving the detailed design from the Developer.
- 12.9 The Developer will make any change to the detailed design for the Work required by the Council.
- 12.10 The Developer is not to lodge any Development Application for a Work unless the Council has first approved of the detailed design for the Work, and provided its written certification that the Development Application is consistent with the approved detailed design of the Work.
- 12.11 The Council is to provide the written certification referred to in clause 12.10 within 14 days of being provided with a copy of the Development Application by the Developer, unless the Council forms the view that the Development Application is not consistent with the approved detailed design of the Work.

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- 12.12 A Development Application for a Work is to be accompanied by the written certification referred to in clause 12.10 when lodged with the Council, as the consent authority.
- 12.13 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.
- 12.14 The Developer is to bear all costs associated with obtaining the Council's approval to the detailed design of a Work under this clause.

## **13 Variations to Contribution Item and Staging**

- 13.1 The Developer may request that the Council approve a variation to a Contribution Item to be provided under this Deed.
- 13.2 The Council may, in its absolute discretion agree to a variation of the Contribution Item, 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 Deed and the variation is generally consistent with the intended objectives and outcomes of this Deed at the date of this Deed.
- 13.3 The Developer may request that the Council approve a variation to the staging of the provision of a Contribution Item.
- 13.4 The Council is to act reasonably in determining whether to grant a variation to the staging of the provision of a Contribution Item.
- 13.5 If a variation is made to a Contribution Item pursuant to this clause, then Schedule 3 will be deemed to be amended to include the varied Contribution Item, and its Contribution Value.
- 13.6 A variation to a Contribution Item or the staging of the provision of a Contribution Item under this clause does not require a variation to this Deed.

## **14 Carrying out of Work**

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

## **15 Variation to Work**

- 15.1 The design or specification of any Work that is required to be carried out by the Developer under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed
- 15.2 Without limiting clause 15.1, the Developer may make a written request to the Council to approve a variation to the design or specification of a Work in order

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to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.

- 15.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 15.2.
- 15.4 The Council, acting reasonably, may from time to time give a written direction to the Developer requiring it to vary the design or specification of a Work before the Work is carried out in a specified manner and submit the variation to the Council for approval.
- 15.5 The Developer is to comply promptly with a direction referred to in clause 15.4 at its own cost.

## **16 Access to land by Developer**

- 16.1 The Council authorises the developer to enter, occupy and use the road reserve area fronting Camden Valley Way, The Old Northern Road and Queen Street adjoining the Land for the purpose of performing its obligations under this deed.
- 16.2 The Council is to permit the Developer, upon receiving reasonable prior notice from the Developer, to enter any other Council owned or controlled land in order to enable the Developer to properly perform its obligations under this Deed.
- 16.3 Nothing in this Deed creates or gives the Developer any estate or interest in any part of the land referred to in clause 16.1 or 16.2.

## **17 Access to land by Council**

- 17.1 The Council may enter any land on which Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Deed relating to the Work.
- 17.2 The Council is to give the Developer prior reasonable notice before it enters land under clause 17.1.

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

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

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

- 19.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
  - 19.1.1 all necessary measures are taken to protect people and property,

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19.1.2 unnecessary interference with the passage of people and vehicles is avoided, and

19.1.3 nuisances and unreasonable noise and disturbances are prevented.

19.2 Without limiting clause 19.1, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as required to complete the works or otherwise authorised in writing by the Council or any relevant Authority.

## **20 Repair of damage**

20.1 The Developer is to Maintain any Work required to be carried out by the Developer under this Deed until the Work is completed for the purposes of this Deed or such later time as agreed between the Parties.

20.2 The Developer is to carry out its obligation under clause 20.1 at its own cost and to the satisfaction of the Council.

## **21 Deferral of Work**

21.1 Notwithstanding any other provision of this Deed, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time that Work is required to be completed under this Deed, then:

21.1.1 the Developer is to provide written notice to the Council to that effect;

21.1.2 the Developer is to provide the Council with a Security for the Contribution Value of the Work before the date on which the Work is required to be completed under this Deed;

21.1.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Work;

21.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developer are to negotiate in good faith and agree upon a revised completion date for the Work; and

21.1.5 the time for completion of the Work under this Deed will be taken to be the revised completion date approved by the Council under clause 21.1.4.

21.2 If the Developer complies with clause 21.1, then it will not be considered to be in breach of this Deed as a result of a failure to complete a Work by the time for completion of the Work specified in Schedule 3.

21.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 21.1.4, then the Council may call on the Security to meet any of its costs incurred under this Deed in respect of the failure to complete the Work by the revised date for completion.

21.4 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Deed in an amount which covers

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the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.

### **22 Completion of Work**

- 22.1 The Developer is to give the Council written notice of the date on which it will complete Work required to be carried out under this Deed or any Stage.
- 22.2 Not later than 7 days after receiving the Developer's notice, under clause 22.1, the Council will, and the Developer must permit to the Council to inspect the Work in the presence of a representative of the Developer.
- 22.3 Following the inspection referred to in clause 22.2, the Council is to:
  - 22.3.1 issue a Work Completion Notice to the Developer if the Council does not consider that a written direction should be given to the Developer under clause 22.3.2, or
  - 22.3.2 give a written direction to the Developer to complete, rectify or repair any specified part of the Work as a pre-condition to the issuing a Work Completion Notice.
- 22.4 For the avoidance of doubt, the Council may give more than one written direction under clause 22.3.2 if the Council reasonably considers that it is necessary to do so.
- 22.5 The Developer, at its cost, is to promptly comply with a direction given to it by the Council under clause 22.3.2.
- 22.6 The Council is to issue a Work Completion Notice to the Developer once the Council is satisfied that the Developer has complied with any written direction given under clause 22.3.2 and no further written direction will be given.
- 22.7 A Work Completion Notice issued by the Council under this clause 22:
  - 22.7.1 is final and binding on the Council and the Developer according to its terms despite any other provision of this Deed,
  - 22.7.2 may identify minor defects or omissions in the Work, which the Developer, at its cost, is to promptly remedy.
- 22.8 The Council is to do such things as are reasonably necessary to enable the Developer to remedy any minor defect identified in a Work Completion Notice.

### **23 Rectification of defects**

- 23.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 23.2 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 23.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 24.1

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

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- 24.1 No later than 60 days after Work (other than Contribution Items B.8 and B.9) is completed for the purposes of this Deed, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.
- 24.2 The Developer, being the copyright owner in the plan referred to in clause 24.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

## **25 Removal of Equipment**

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

## **Part 3 – Dispute Resolution**

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

- 26.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 26.1.1 the Parties to the Dispute agree that it can be so determined, or
- 26.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 26.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 26.3 If a notice is given under clause 26.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 26.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 26.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 26.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 26.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

### **27 Dispute Resolution - mediation**

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## **Narellan Town Centre Planning Agreement**

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- 27.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 26 applies.
- 27.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 27.3 If a notice is given under clause 27.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 27.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 27.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 27.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 27.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

## **Part 4 - Enforcement**

### **28 Restriction on application of Final Occupation Certificate**

- 28.1 The Developer is not to apply for, or cause, suffer or permit an application to be made for, or procure the issuing of, any Final Occupation Certificate in respect of the Development described in Development Application DA167/2014 before the completion of all of the Developer's obligations under this Deed.

### **29 Security for performance of obligations**

- 29.1 The Developer is to provide Security to the Council in the amount of \$2,100,000.00 before the issuing of the first Construction Certificate in respect of the Development described in Development Application DA167/2014 and in accordance with this clause 29.
- 29.2 Not later than 14 days after the completion of Work specified in Column 1 of the Table to this clause in accordance with this Deed, Council is to release and return to the Developer the amount of the Security specified in Column 2 of that Table corresponding to the Work.

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Table

Column 1	Column 2
Work	Amount of Security to be returned by the Council
1. Contribution Items B.1, B.2, B.3, B.4, B.5, B.10 and B.11	\$1,100,000.00
2. Contribution Items B.6, B.7, B.8 and B.9 in respect of Work in relation footpaths fronting Camden Valley Way (northern side between Queen Street and Narellan Road) and The Old Northern Road (eastern side of the road between The Northern Road and Camden Valley Way)	\$600,000.00
3. Contribution Items B.6, B.7, B.8 and B.9 in respect of Work in relation to footpaths fronting Camden Valley Way (southern side between Queen Street and Narellan Road.	\$400,000.00

- 29.3 Despite any other provision in this Deed, the Developer is to carry out and complete the Works described in Column 1 of the table to clause 29.2 in the order specified in the table.
- 29.4 The Council, in its absolute discretion and despite clause 17, may refuse to allow the Developer to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Developer with any plant, equipment, facilities or assistance relating to the carrying out the Development if the Developer has not provided the Security to the Council in accordance with this Deed.
- 29.5 The Council may call-up and apply the Security in accordance with clause 31 to remedy any breach of this Deed notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity.
- 29.6 The Developer may at any time provide the Council with a replacement Security.
- 29.7 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer.
- 29.8 If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.
- 29.9 The Developer is to ensure that the Security provided to the Council is at all times maintained to the full current indexed value.

### **30 Acquisition of Easement in Gross**

- 30.1 If the Developer does not create a Public Positive Covenant required to be created under this Deed at the time at which it is required to be created, the Party to this Deed who is the owner of the part of the Land to be burdened by

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the Public Positive Covenant consents to the Council compulsorily acquiring an Easement in Gross in favour of the Council granting public rights of access over that part of the Land that are materially similar to those to be contained in the Public Positive Covenant and otherwise to the satisfaction of the Council for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedure under the Just Terms Act.

- 30.2 The Council is to only acquire the easement pursuant to clause 30.1 if it
- 30.2.1 has given the owner 30 days prior notice of the acquisition, and
- 30.2.2 considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to create the covenant required to be created under this Deed.
- 30.3 Clause 30.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 30.4 If, as a result of the acquisition referred to in clause 30.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can recover that cost as a debt due in a court of competent jurisdiction.
- 30.5 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the easement concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 30.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 30, including without limitation:
- 30.6.1 signing any documents or forms,
- 30.6.2 giving land owner's consent for lodgement of any Development Application,
- 30.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and
- 30.6.4 paying the Council's costs arising under this clause 30.

## 31 Breach of obligations

- 31.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
- 31.1.1 specifying the nature and extent of the breach,
- 31.1.2 requiring the Developer to:
- (a) rectify the breach if it reasonably considers it is capable of rectification, or
- (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
- 31.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

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- 31.2 If the Developer fails to fully comply with a notice referred to in clause 31.1, the Council may, without further notice to the Developer, call-up the Security provided by the Developer under this Deed and apply it to remedy the Developer's breach.
- 31.3 If the Developer fails to comply with a notice given under clause 31.1 relating to the carrying out of Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.
- 31.4 Any costs incurred by the Council in remedying a breach in accordance with clause 31.2 or clause 31.3 may be recovered by the Council by either or a combination of the following means:
- 31.4.1 by calling-up and applying the Security provided by the Developer under this Deed, or
- 31.4.2 as a debt due in a court of competent jurisdiction.
- 31.5 For the purpose of clause 31.4, the Council's costs of remedying a breach the subject of a notice given under clause 31.1 include, but are not limited to:
- 31.5.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- 31.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
- 31.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 31.6 Nothing in this clause 31 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

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

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

## **Part 5 – Registration & Restriction on Dealings**

### **33 Registration of this Agreement**

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- 33.1 The Parties agree to register this Deed on the Land (other than Lot 20 DP880763 and Lot 21 DP 880763) for the purposes of s93H(1) of the Act.
- 33.2 On execution of this Deed , the Developer is to deliver to the Council:
- 33.2.1 an instrument in registrable form requesting registration of this Deed on the title to the Land (other than Lot 20 DP880763 and Lot 21 DP 880763) duly executed by the owner of that land,
- 33.2.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration, and
- 33.2.3 evidence that the certificate of title for the Land (other than Lot 20 DP880763 and Lot 21 DP 880763) has been produced at the Land and Property Information for the purposes of registration of this Deed.
- 33.3 The Developer is to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 33.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the relevant Land once the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

## 34 Restriction on dealings

- 34.1 The Developer is not to:
- 34.1.1 sell or transfer the Land or any part or
- 34.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 34.1.3 the Developer 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 Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
- 34.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
- 34.1.5 the Developer is not in breach of this Deed, and
- 34.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 34.2 Clause 34.1 does not apply in relation to any sale or transfer of the Land (or any part) referred to in clause 33.1 if this Deed is registered on the title to that land at the time of the sale.
- 34.3 The Developer consents to the Council lodging a caveat over the title of any Land over which this agreement is not registered on title other than land from which the notation has been removed under clause 33.4, to secure its interests under this clause.

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## **Part 6 – Indemnities & Insurance**

### **35 Risk**

35.1 The Developer performs this Deed at its own risk and its own cost.

### **36 Release**

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

### **37 Indemnity**

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

### **38 Insurance**

38.1 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Deed up until the Work is taken to have been completed in accordance with this Deed:

38.1.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,

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

38.1.3 workers compensation insurance as required by law, and

38.1.4 any other insurance required by law.

38.2 If the Developer fails to comply with clause 38.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:

38.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or

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

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- 38.3 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 38.1.

## **Part 7 – Other Provisions**

### **39 Annual report by Developer**

- 39.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Deed is entered into a report detailing the performance of its obligations under this Deed.
- 39.2 The report referred is to be in such a form and to address such matters as required by the Council from time to time.

### **40 Review of Deed**

- 40.1 The Parties agree to review this Deed every three (3) years, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.
- 40.2 For the purposes of clause 40.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 40.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 40.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 40.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.
- 40.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 40.1 (but not 40.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

### **41 Notices**

- 41.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- 41.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
- 41.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
- 41.1.3 emailed to that Party at its email address set out in the Summary Sheet.

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- 41.2 If a Party gives the other Party 3 business days notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 41.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 41.3.1 delivered, when it is left at the relevant address,
  - 41.3.2 sent by post, 2 business days after it is posted,
  - 41.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number, or
  - 41.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 41.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## **42 Approvals and Consent**

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

## **43 Costs**

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

## **44 Entire Deed**

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

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### **45 Further Acts**

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

### **46 Notations on section 149(2) Planning Certificates**

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

### **47 Governing Law and Jurisdiction**

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

### **48 Joint and Individual Liability and Benefits**

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

### **49 No Fetter**

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

### **50 Severability**

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

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### 51 Amendment

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

### 52 Waiver

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

### 53 GST

- 53.1 In this clause:

**Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.

**GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

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

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

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

- 53.2 Subject to clause 53.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 53.3 Clause 53.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 53.4 No additional amount shall be payable by the Council under clause 53.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 53.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that

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are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

- 53.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 53.5.2 that any amounts payable by the Parties in accordance with clause 53.2 (as limited by clause 53.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 53.6 No payment of any amount pursuant to this clause 53, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 53.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 53.8 This clause continues to apply after expiration or termination of this Deed.

## 54 Explanatory Note

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

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**Schedule 1**

(Clause 1.1)

**Land**

<b>Column 1 Folio Identifier</b>	<b>Column 2 Owner</b>
20/880763 and 21/880763	NTC
50/1154590	NTC
10/863384	NTC
2/1090266, 3/1090266, 4/1090266 and 5/1090266	NUT
70/806800 and 71/806800	NUT
2/779732	NUT
1/735948	NUT
Part 4/217026	NUT
1/795656	NUT
61/1036014	NUT
8/744960	NUT
1/782191	NUT
2/847690	NUT
41/1105578	NUT
50/1119720	NUT

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**Schedule 2**

(Clause 1.1)

**Location Plan**

Plan on next page

**Attachment 4**



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**Schedule 3**  
 (Clause 10)

**Development Contributions**

Column 1 Item/ Contribution	Column 2 Public Purpose	Column 3 Manner & Extent	Column 4 Timing	Column 5 Contribution Value
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**A. Creation of Public Positive Covenant**

1. Creation of Public Positive Covenant over Civic Plaza	Streetscape and public domain	Creation of a Public Positive Covenant on the land on which Contribution Item B.8 is located in accordance with clause 11.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$1,062,500.00
2. Creation of Public Positive Covenant over Heritage Plaza	Streetscape and public domain	Creation of a Public Positive Covenant on the land on which Contribution Item B.9 is located in accordance with clause 11.	Prior to the issuing of the first Interim Occupation Certificate for Stage D	\$658,750.00

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**B. Carrying out of Work**

<p>1. Intersection upgrade work to The Old Northern Road/The Northern Road</p>	<p>Roads and traffic improvement</p>	<p>Construction and completion of an upgrade to the intersection of The Old Northern Road and The Northern Road to increase south bound right turn capacity including linemarking modifications generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council</p>	<p>Prior to the issuing of the first Interim Occupation Certificate for Stage A</p>	<p>\$12,946.00</p>
<p>2. Road upgrade work to The Old Northern Road</p>	<p>Roads and traffic improvement</p>	<p>Construction and completion of upgrade works to The Northern Road that includes an additional through lane in both directions, replacement of existing swales with formal kerb, gutter and drainage, new pavement and pavement rehabilitation works and utility service relocation including new street lighting and undergrounding of overhead power cables generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council.</p>	<p>Prior to the issuing of the first Interim Occupation Certificate for Stage A</p>	<p>\$802,192.00</p>

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'Narellan Town Centre'  
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3. Intersection upgrade work to The Old Northern Road/Camden Valley Way	Roads and traffic improvement	Construction and completion of upgrade works to the intersection of The Old Northern Road and Camden Valley Way to achieve improved functional capacity and to accommodate additional through lanes on both roads including reconstruction of kerb return and kerb ramps, reconstruction of traffic median to The Old Northern Road, modification of stormwater drainage infrastructure, pavement rehabilitation works, utility service relocation, modification of existing linemarking and traffic signals to suit dedicated turn bays, double diamond operation and shared pedestrian/bicycle movements generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$475,270.00
4. Road upgrade work to the northern side of Camden Valley Way	Roads and traffic improvement	Construction and completion of road upgrade works to the northern side of Camden Valley Way including kerb and gutter reconstruction, modifications to existing linemarking, reconstruction of traffic medians, modifications to stormwater drainage infrastructure, utility service relocation and pavement construction to provide additional through lane in east bound direction generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$377,521.00
5. Road upgrade work to the southern side of Camden Valley Way	Roads and traffic improvement	Construction and completion of road upgrade works to the southern side of Camden Valley Way generally in the location shown as 'VPA Roadworks' on the Road Works Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage D	\$161,795.00

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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**

6. Streetscape and public domain work fronting The Old Northern Road and northern side of Camden Valley Way	Streetscape and public domain	Construction and completion of streetscape and public domain works fronting The Old Northern Road and the northern side of Camden Valley Way including paving, soft landscaping and street furniture generally as shown on the Concept Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$418,249.00
7. Streetscape and public domain work fronting southern side of Camden Valley Way	Streetscape and public domain	Construction and completion of streetscape and public domain works fronting the southern side of Camden Valley Way including paving, soft landscaping and street furniture generally as shown on the Concept Plan and to the satisfaction of the Council	Prior to the issuing of the first Interim Occupation Certificate for Stage D	\$179,249.00
8. Civic Plaza	Streetscape and public domain	Construction and completion of a publicly accessible plaza fronting Camden Valley Way including feature paving, soft landscaping, passive seating areas, public art, play sculptures, community event space, interactive fountain and lighting generally in accordance with the Civic Plaza Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$1,394,915.00
9. Heritage Plaza	Streetscape and public domain	Construction and completion of a publicly accessible plaza fronting Camden Valley Way including feature paving, soft landscaping, passive seating areas, public art, play sculptures, community event space, interactive fountain and lighting generally in accordance with the Heritage Plaza Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage D	\$956,403.00
10. Trunk drainage works at Somerset Avenue	Trunk drainage works	Construction and completion of new piped trunk drainage system to replace existing vegetated open cut drainage channel at Somerset Avenue generally in accordance with Sheet 2 of the Trunk Drainage Works Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$36,126.00

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**Narellan Town Centre Planning Agreement  
The Council of Camden  
'Narellan Town Centre'  
Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**

11. Trunk drainage works at Queen Street	Trunk drainage works	Construction and completion of new piped drainage system on private lands to address an existing flooding issue within Queen Street road carriageway by draining an existing low point within the Queen Street road reserve and to capture bypass flow from an existing culvert in Queen Street and convey those flows to an existing culvert in Camden Valley Way generally in accordance with Sheet 1 of the Trunk Drainage Works Plan and to the satisfaction of the Council.	Prior to the issuing of the first Interim Occupation Certificate for Stage A	\$187,373.00
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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)

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**Schedule 4**

(Clause 1.1)

**Concept Plan**

Plan on next page

**ORD04**

**Attachment 4**



ORD04

Attachment 4

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
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Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)

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**Schedule 5**

(Clause 1.1)

**Road Works Plan**

Plan on next page

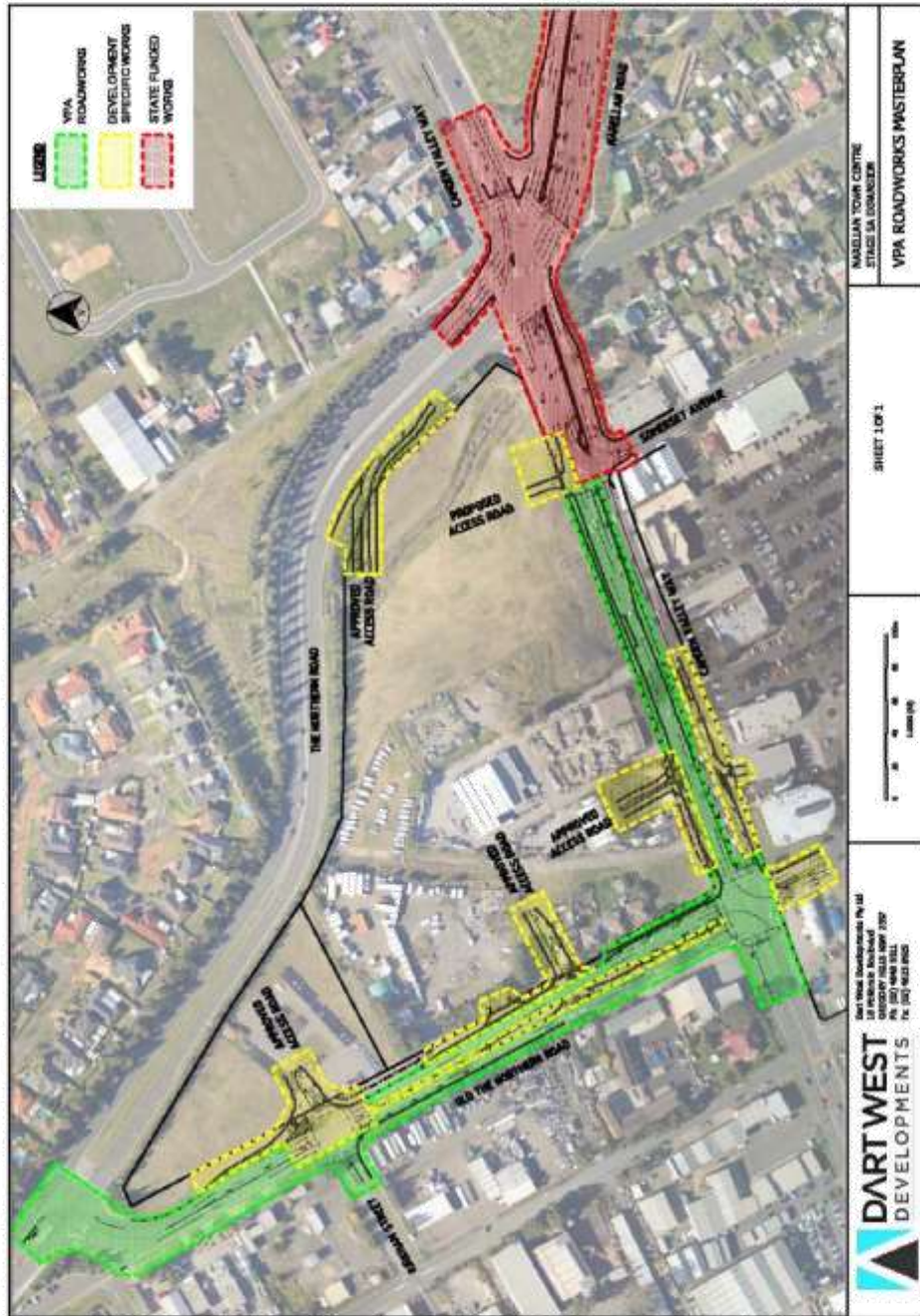
**ORD04**

**Attachment 4**

ORD04

Attachment 4

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
 Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)



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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)

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**Schedule 6**

(Clause 1.1)

**Civic Plaza Plan**

Plan on next page

**ORD04**

**Attachment 4**

ORD04

Attachment 4

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**



A scale bar is located at the bottom left of the page, showing a distance of 100 meters. To the right of the scale bar is a 'SITE IDENTIFICATION PLAN' table. The table contains the following information:

SITE IDENTIFICATION PLAN	
Site No.	100
Site Name	Narellan Town Centre
Site Address	100 Camden Valley Way, Narellan NSW 2566
Site Area	10,000 sqm
Site Status	Proposed
Site Type	Commercial
Site Category	Business
Site Sub-Category	Office
Site Code	100
Site Date	10/10/2014
Site Author	Camden Council
Site Reviewer	Camden Council
Site Status	Proposed
Site Type	Commercial
Site Category	Business
Site Sub-Category	Office
Site Code	100
Site Date	10/10/2014
Site Author	Camden Council
Site Reviewer	Camden Council

The logo for 'narellan TOWN CENTRE' is also present in the bottom right corner of the page.

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)

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**Schedule 7**

(Clause 1.1)

**Heritage Plaza Plan**

Plan on next page

**ORD04**

**Attachment 4**



ORD04

Attachment 4

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**



This block contains the Narellan Town Centre logo, which features a stylized bird or figure above the text 'narellan TOWN CENTRE'. To the right of the logo is a 'SITE IDENTIFICATION PLAN' table. The table has several columns and rows, with some cells containing green checkmarks and other symbols. The table appears to be a checklist or a data recording sheet related to the site plan.

CAM\_CAM14008\_018



**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)

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**Schedule 8**

(Clause 1.1)

**Trunk Drainage Works Plan**

Plan on next page

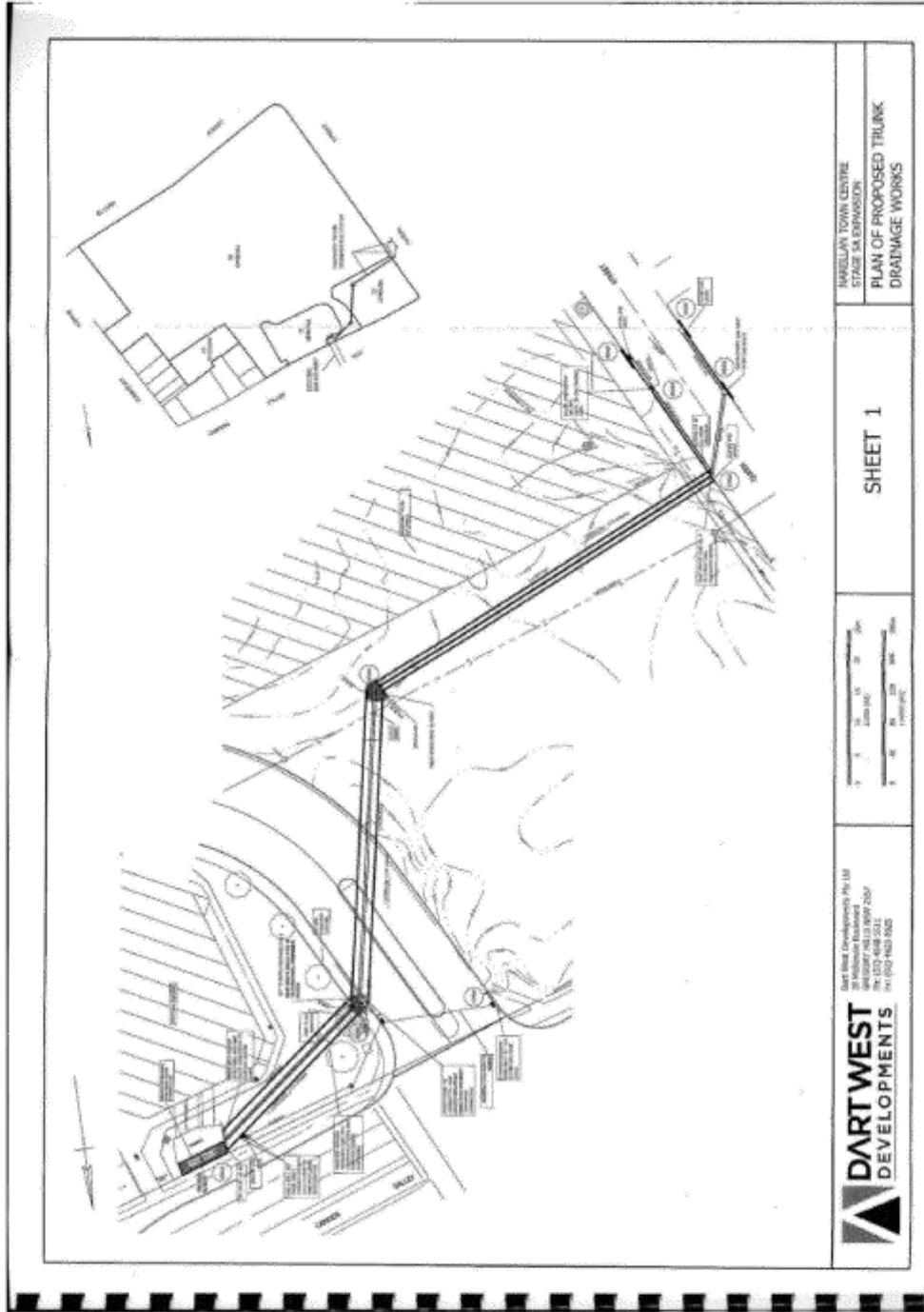
**ORD04**

**Attachment 4**

ORD04

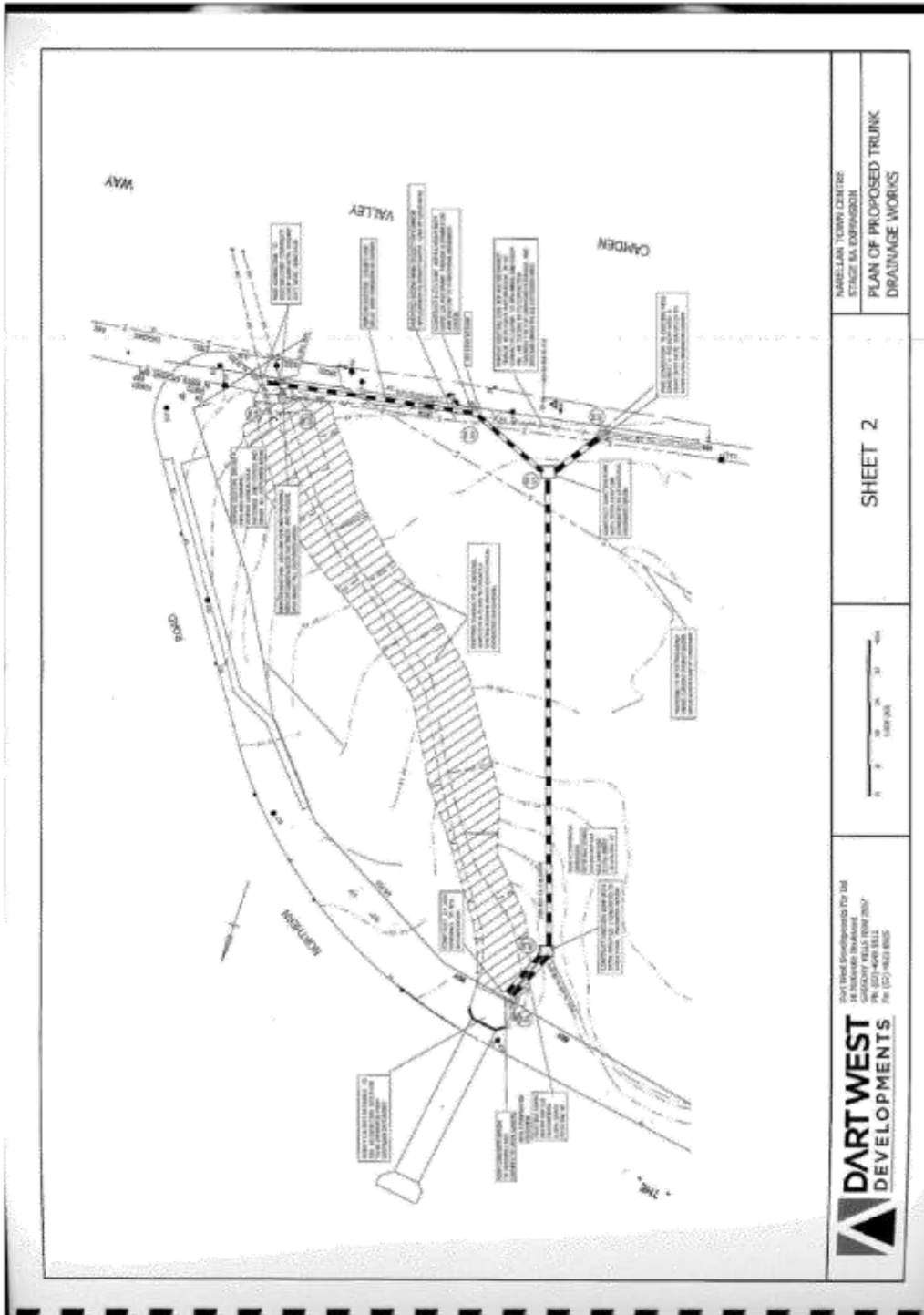
Attachment 4

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**



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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)



ORD04

Attachment 4

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**Narellan Town Centre Planning Agreement**

**The Council of Camden**

**'Narellan Town Centre'**

Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)

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**Execution**

**Executed as a Deed**

**Dated:**

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**Executed on behalf of the Council**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

---

**Executed on behalf of the Greenfields Narellan Holdings Pty Ltd**

in accordance with s127(1) of the Corporations Act (Cth) 2001

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

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

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**Executed on behalf of the Vitocco Constructions Pty. Limited**

in accordance with s127(1) of the Corporations Act (Cth) 2001

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

CAM\_CAM14008\_018

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**

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Name/Position

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**Executed on behalf of the Narellan Town Centre No 2 Pty Limited** in accordance with s127(1) of the Corporations Act (Cth) 2001

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Name/Position

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Name/Position

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**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
 Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)

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## **Appendix**

(Clause 55)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

## **Explanatory Note**

### **Draft Planning Agreement**

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

### **Parties**

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

**Greenfields Narellan Holdings Pty Ltd (ACN 050 294 034) and D. Vitocco Constructions Pty. Limited (ACN 001 681 465) (atf the Vitocco Family Trust together trading under the business name "Narellan Town Centre" & Narellan Town Centre No 2 Pty Limited atf the Narellan Town Centre No 2 Unit Trust) ABN 41 747 031 182** of 326 Camden Valley Way, NARELLAN NSW 2567 (**NTC**)

and

**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650) (atf the Narellan Town Centre No 2 Unit Trust) (ABN 45 772 155 661)** of Suite 6 320 Camden Valley Way, NARELLAN NSW 2567 (**NUT**)

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

The land known as 326 and 339 Camden Valley Way shown bounded by a red dotted line on the Location Plan, being the land comprised in the folio identifiers described in Column 1 of the table in Schedule 1 as at the date of this Deed and any part of that land comprised in a lot created by Subdivision of that land.

### **Description of Proposed Development**

CAM\_CAM14008\_018

## **Narellan Town Centre Planning Agreement**

**The Council of Camden**

**'Narellan Town Centre'**

**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**

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Development means the following commercial and retail development on the Land and the Council Land:

- development the subject of a Development Consent to DA1184/2008.2, DA 607/2013, and DA 691/2014, and
- development described in DA889/2014 for a petrol station, and DA167/2014 for the expansion of the existing shopping centre over Camden Valley Way, and
- development of a commercial building on the corner of The Northern Road and Camden Valley Way.

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

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

The objective of the Draft Planning Agreement is to provide for the construction of road and streetscape upgrades and drainage infrastructure and civic open spaces to be made available in connection with the Development.

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

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

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

The Draft Planning Agreement:

- relates to the carrying out by the Developer of Development on the Land
- excluded the application of s94 and s94A of the Act to the Development.
- does not exclude the application of s94EF of the Act to the Development,
- requires the carrying out of road works and drainage works and the provision of civic open space to be made available,
- is to be registered on the title to the Land other than Lots 20 and 21 DP 880763,
- imposes restrictions on the Developer transferring the Land (where it is not registered on that land) or part of the Land or assigning an interest under the agreement,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the agreement.



**Narellan Town Centre Planning Agreement****The Council of Camden****'Narellan Town Centre'**

Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)

**Assessment of the Merits of the Draft Planning Agreement****The Planning Purposes Served by the Draft Planning Agreement**

The Draft Planning Agreement:

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

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

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

**For Planning Authorities:*****Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities***

N/A

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

N/A

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

The Draft Planning Agreement promotes the elements of the Council's charter by:

- providing water drainage, road facilities and civic open space for the community,
- providing a means that allows the wider community to make submissions to the Council in relation to the agreement.

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

Council had adopted Contribution Plans No. 17 and No. 3 which provided for streetscape, road works and drainage works consistent with the Town Centre environment. The proposed development is different to that anticipated by the Contributions Plans. As a result, this Voluntary Planning Agreement has been negotiated to respond more flexibly to the works and services required to deliver a high quality town centre environment. This Agreement includes the works categories that Council had intended to be provided via the Contributions Plans, which would also be included in the Council's long-term works program. Implementation of the Agreement will deliver significant works within the Town Centre to be completed in a

**Narellan Town Centre Planning Agreement**  
**The Council of Camden**  
**'Narellan Town Centre'**  
**Narellan Town Centre No 2 Pty Limited (ACN 070 008 650)**

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

This Draft Planning agreement contains requirements that must be complied with before an occupation certificate is issued in respect of development to which DA167/2014 applies.

ORD06

Attachment 1



# Camden Council

## Quarterly Budget Review Statement

For the period ending 31 December 2014

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Camden Council  
Income & Expenses Budget Review StatementQuarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14Budget review for the quarter ended 31 December 2014  
Income & Expenses Review

	Original Budget 2014/15	Approved Changes			Revised Budget 2014/15	Variations for this Dec Qtr	Notes	Projected Year End Result
		Revotes	Other than by QBRS	Sep QBRS				
<b>Operating Income</b>								
Actively Managing Camden's Growth	10,995,900	-	-	1,146,100	12,142,000	4,362,723	1	16,504,723
Healthy Urban and Natural Environment	38,214,000	511,516	36,600	83,961	38,846,077	101,487	2	38,947,564
A Prosperous Economy	8,900	-	-	-	8,900	(800)	-	8,100
Effective and Sustainable Transport	10,191,100	-	415,500	153,727	10,760,327	(3,500)	-	10,756,827
An Enriched and Connected Community	7,399,700	20,000	213,648	33,098	7,666,446	5,072	-	7,671,518
Strong Local Leadership	43,648,600	21,111	-	312,063	43,981,774	229,477	3	44,211,251
	<b>110,458,200</b>	<b>552,627</b>	<b>665,748</b>	<b>1,728,949</b>	<b>113,405,524</b>	<b>4,694,459</b>		<b>118,099,983</b>
<b>Operating Expenses</b>								
Actively Managing Camden's Growth	8,780,400	195,886	-	(313,040)	8,663,246	23,146	4	8,686,392
Healthy Urban and Natural Environment	21,834,000	870,595	36,612	(118,190)	22,623,017	(1,535,435)	5	21,087,582
A Prosperous Economy	624,100	53,549	-	(5,356)	672,293	7,876	-	680,169
Effective and Sustainable Transport	15,990,900	93,779	-	(90,124)	15,994,555	1,581,283	6	17,575,838
An Enriched and Connected Community	11,480,700	59,022	-	70,802	11,610,524	(458,183)	7	11,152,341
Strong Local Leadership	17,782,100	491,044	-	408,642	18,681,786	1,616,747	8	20,298,533
	<b>76,492,200</b>	<b>1,763,875</b>	<b>36,612</b>	<b>(47,266)</b>	<b>78,245,421</b>	<b>1,235,434</b>		<b>79,480,855</b>
<b>Net Operating Surplus / (Deficit)</b>	<b>33,966,000</b>	<b>(1,211,248)</b>	<b>629,136</b>	<b>1,776,215</b>	<b>35,160,103</b>	<b>3,459,025</b>		<b>38,619,128</b>
<b>Add:</b>								
Non Cash Funded Depreciation	16,041,700	-	-	-	16,041,700	1,271,900		17,313,600
Funds from the Sale of Assets	206,200	327,500	-	-	533,700	-		533,700
Loan Borrowings	2,250,000	-	-	-	2,250,000	-		2,250,000
Transfer from Restricted Assets	27,476,400	15,376,979	420,500	888,557	44,162,436	(6,928,997)		37,233,439
	<b>45,974,300</b>	<b>15,704,479</b>	<b>420,500</b>	<b>888,557</b>	<b>62,987,836</b>	<b>(5,657,097)</b>		<b>57,330,739</b>
<b>Less:</b>								
Capital Purchases & Acquisitions	61,247,700	14,493,231	1,099,636	840,458	77,681,025	(7,094,993)		70,586,032
Borrowing Expense (Principal)	5,547,700	-	-	(24,238)	5,523,462	-		5,523,462
Transfer to Restricted Assets	13,144,900	-	-	1,848,552	14,993,452	4,535,518		19,528,970
Proposed - Transfer to Restricted Assets	-	-	-	-	-	311,403		311,403
	<b>79,940,300</b>	<b>14,493,231</b>	<b>1,099,636</b>	<b>2,664,772</b>	<b>98,197,939</b>	<b>(2,248,072)</b>		<b>95,949,867</b>
<b>Net Budget Position Surplus / (Deficit)</b>	<b>-</b>	<b>-</b>	<b>(50,000)</b>	<b>-</b>	<b>(50,000)</b>	<b>50,000</b>		<b>-</b>

Camden Council  
Income & Expenses Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

Budget review for the quarter ended 31 December 2014  
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
1	4,362,723	<b>Actively Managing Camden's Growth - Increase in Income</b> This adjustment relates to an increase in income as a result of; an increase in income from developer contributions (\$3.570M), additional development income as a result of ongoing housing development (\$763K) and additional Section 94 investment income due to a higher than expected investment balance (\$68K). A range of minor adjustments were also required as part of this review (\$38K).
2	101,487	<b>Healthy Urban and Natural Environment - Increase in Income</b> This increase is primarily due to additional domestic waste income due to ongoing housing development (\$80K). A range of minor adjustments were also required as part of this review (\$21K).
3	229,477	<b>Strong Local Leadership - Increase in Income</b> Adjustments to income relate to; additional income from processing Section 603 applications (\$84K), additional income from the transfer of ELE from other Council's (\$87K), additional interest on investments for the Department of Planning interest free loan (\$31K) and additional income as a result of the Gundungurra Reserve access compensation agreement (\$16K). Adjustments are also required due to a decrease in the reimbursement for the Rural Fire Services which has been offset by a decrease in Council's statutory contribution (\$43K) and additional income from the Federal Government's paid parental leave scheme (\$32K). A number of minor adjustments have also been required which have increased revenue forecasts (\$22K).
4	23,146	<b>Actively Managing Camden's Growth - Increase in Expense</b> This increase relates primarily to plan first levy payments collected on behalf of the NSW State Government from development applications (\$140K) and additional legal expenditure for development related legal matters (\$50K). There has also been a decrease in expenditure due to staff vacancies (\$174K) which has been offset against the vacancy discount factor. A range of minor expenditure adjustments were also required (\$7K).
5	(1,535,435)	<b>Healthy Urban and Natural Environment - Decrease in Expense</b> This decrease relates to the reduction in projected depreciation expenditure based on the value of infrastructure dedicated in 2013/14 (\$905K) and a reduction in expenditure in Domestic Waste due to the timing of purchasing additional vehicles (\$590K). There has also been a decrease in expenditure due to staff vacancies (\$51K) which has been offset against the vacancy discount factor. Additional funding has been required for public tree works after several severe storm events during the second quarter of 2014/15 (\$29K). A range of minor expenditure decreases were also required (\$18K).
6	1,581,283	<b>Effective &amp; Sustainable Transport - Increase in Expense</b> This increase relates to adjustments required to projected depreciation expenditure based on the value of infrastructure dedicated in 2013/14 (\$1.615M). Other minor adjustments were also required at this review (\$34K).

Camden Council  
Income & Expenses Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

Budget review for the quarter ended 31 December 2014  
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
7	(458,183)	<p><b>An Enriched &amp; Connected Community - Decrease in Expense</b></p> <p>This decrease relates to the reduction in projected depreciation expenditure based on the value of infrastructure dedicated in 2013/14 (\$444K) and adjustments to salaries and overheads due to positions being filled at a lower step than previous occupants (\$16K). A range of minor expenditure increases were also required (\$2K).</p>
8	1,616,747	<p><b>Strong Local Leadership - Increase in Expense</b></p> <p>Major budget variations include the increase in projected depreciation expenditure based on the value of infrastructure dedicated in 2013/14 (\$1.006M), an increase in legal expenditure and specialist advice on legal matters (\$328K), termination payments made to employees upon retirement &amp; funded from the ELE Reserve (\$114K) and an increase in funding for the fibre network cable annual charges (\$60K). There has also been funding increases for the financing review of the Oran Park administration building (\$80K) and the review of customer services procedures and standards (\$30K). There has been savings against budget for Council's statutory contributions to the Rural Fire Service (\$64K). Adjustments have also been required for payments under the Federal Government's paid parental leave scheme (\$32K) and the payment of leave entitlements to other Council's for staff who have resigned (\$15K). A range of minor expenditure increases were also required (\$16K).</p>

ORD06

Attachment 1

Camden Council  
Capital Budget Review StatementQuarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

Budget review for the quarter ended 31 December 2014

## Capital Expenditure Review

	Original Budget 2014/15	Approved Changes			Revised Budget 2014/15	Variations for this Dec Qtr	Notes	Projected Year End Result
		Revotes	Other than by QBR	Sep QBR				
<b>Capital Expenditure</b>								
<b>New Assets (Council Delivery)</b>								
Transport & Road Infrastructure	1,632,200	5,905,099	100,000	-	7,637,299	(1,006,593)	1	6,630,706
Community Facilities	2,239,400	580,304	-	-	2,819,704	-	-	2,819,704
Parks & Recreation	976,300	390,794	463,636	170,000	2,000,730	(22,928)	2	1,977,802
Stormwater & Drainage	4,226,300	2,300,000	-	75,000	6,601,300	(3,865,300)	3	2,736,000
Council Properties	4,801,100	2,084,678	-	450	6,886,228	(1,800,000)	4	5,086,228
Plant & Equipment	1,835,500	1,076,000	-	200,000	3,111,000	(410,000)	5	2,701,000
Other	1,100,400	45,400	-	24,000	1,169,800	-	-	1,169,800
<b>New Assets (Works In Kind)</b>								
Transport & Road Infrastructure	9,199,000	-	-	-	9,199,000	-	-	9,199,000
Recreation & Community Facilities	13,009,000	-	-	-	13,009,000	-	-	13,009,000
Stormwater & Drainage	15,811,000	-	-	-	15,811,000	-	-	15,811,000
<b>Asset Renewal (Replacement)</b>								
Transport & Road Infrastructure	4,113,000	988,535	536,000	281,827	5,919,362	(58,842)	6	5,860,520
Community Facilities	34,500	37,141	-	-	71,641	-	-	71,641
Parks & Recreation	523,200	5,400	-	-	528,600	7,000	-	535,600
Stormwater & Drainage	72,900	10,000	-	-	82,900	-	-	82,900
Council Properties	269,000	77,180	-	93,300	439,480	61,670	7	501,150
Plant & Equipment	766,000	915,500	-	-	1,681,500	-	-	1,681,500
Information Technology Upgrades	639,400	37,200	-	(4,119)	672,481	-	-	672,481
Other	-	40,000	-	-	40,000	-	-	40,000
<b>Total Capital Expenditure</b>	<b>61,247,700</b>	<b>14,493,231</b>	<b>1,099,636</b>	<b>840,458</b>	<b>77,681,025</b>	<b>(7,094,993)</b>		<b>70,586,032</b>
<b>Capital Funding</b>								
Rates & Other Untied Funding	5,298,000	-	50,000	190,602	5,538,602	35,140		5,573,742
Capital Grants & Contributions	409,100	21,111	624,318	112,719	1,167,248	12,000		1,179,248
Reserves:								
External Restrictions	10,186,600	9,764,015	200,000	370,450	20,521,065	(7,176,933)		13,344,132
Internal Restrictions	5,928,800	4,369,605	220,500	134,579	10,653,484	34,800		10,688,284
S94 Works in Kind Income (Non Cash)	38,019,000	-	-	-	38,019,000	-		38,019,000
New Loans	1,200,000	-	-	-	1,200,000	-		1,200,000
Receipts from Sale of Assets								
Plant & Equipment	206,200	327,500	-	-	533,700	-		533,700
Land & Buildings	-	-	-	-	-	-		-
Other Funding	-	11,000	4,818	32,108	47,926	-		47,926
<b>Total Capital Funding</b>	<b>61,247,700</b>	<b>14,493,231</b>	<b>1,099,636</b>	<b>840,458</b>	<b>77,681,025</b>	<b>(7,094,993)</b>		<b>70,586,032</b>
<b>Net Capital Funding</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>



Camden Council  
Capital Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

Budget review for the quarter ended 31 December 2014  
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
1	(1,006,593)	<b>Transport &amp; Road Infrastructure (New Assets) - Decrease in Expense</b> This decrease relates to delays in the construction of a new roundabout at Macarthur Road / Merino Drive Intersection (\$600K), the upgrade of the Camden Valley Way / Macarthur Road intersection (\$500K) and the transfer of funding allocated to the John Street / Mitchell Street to the Camden Town Centre Reserve (\$145K). Funding has also been brought forward to commence design works for the Camden Town Centre upgrade (\$200K). A range of minor adjustments were also required as part of this review (\$39K).
2	(22,928)	<b>Parks &amp; Recreation (New Assets) - Decrease in Expense</b> Improvements to the sportsfield lighting at Hilder Reserve Elderslie have been completed. Savings have been realised against the revised budget projections (\$23K). These savings will be returned to the Section 94 Developer Contributions Reserve.
3	(3,865,300)	<b>Stormwater &amp; Drainage (New Assets) - Decrease in Expense</b> Drainage improvement works are currently underway at Herbert and Oxley rivulets in Elderslie. There were a number of land purchases identified in this years capital works program relating to these works. The land required for the Oxley rivulet is no longer required to be purchased (\$500K) whilst the land for the Herbert Rivulet has been deferred for approximately 4 years in Council's capital works program (\$3,365K).
4	(1,800,000)	<b>Council Properties (New Assets) - Decrease in Expense</b> There have been delays in the preparation of the participation agreement between Council and the PCYC for the construction of the new PCYC centre, as such the design and DA lodgement will not be finalised before June 2015 (\$1.8M).
5	(410,000)	<b>Plant &amp; Equipment (New Assets) - Decrease in Expense</b> A recent review conducted by Council officers has resulted in the deferment of the additional greenwaste truck purchase which was originally required this financial year. Council can continue to meet service demands within its existing fleet (\$410K).
6	(58,842)	<b>Transport &amp; Road Infrastructure (Asset Renewal) - Decrease in Expense</b> Savings have been realised in the 2014/15 road resurfacing program (\$49K) and resurfacing of Fairwater Drive (\$89K) which have been used to offset an increase in funding required for Greendale Road (\$68K) and the reconstruction of Alma Road (\$51K). Funds have also been reallocated to kerb and gutter maintenance works throughout the LGA (\$20K). A range of minor adjustments were also required as part of this review (\$20K).
7	61,670	<b>Council Properties (Asset Renewal) - Increase in Expense</b> Additional funding has been required for further office alterations for the staff approved as part of the 2014/15 budget (\$51K) and the replacement of the glass exterior at the Narellan library (\$51K). These increases are partly offset by savings in the replacement of the gas heaters at the Mount Annan Leisure Centre (\$40K).

Camden Council  
Cash & Investments Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

Projected Year End Cash Position ending 30 June 2015  
Cash & Investments Review

	Original Budget	Approved Changes			Revised Budget	Variations for this Dec Qtr	Notes	Projected Year End Result
		Revotes	Other than by QBRs	Sep QBRs				
<b>Externally Restricted</b>								
Section 94 Developer Contributions	18,350,400	-	2,791,531	168,212	21,310,143	10,476,483	1	31,786,626
Infrastructure Loan (Lodges Road)	31,608	-	59,301	31,274	122,183	24,100	2	146,283
Domestic Waste Management	3,118,400	-	57,591	102,420	3,278,411	1,080,450	3	4,358,861
Specific Purpose Grants	-	-	183,202	(183,202)	-	-	-	-
Stormwater Management Levy	-	-	86,848	868	87,716	-	-	87,716
Other Restricted Contributions	50,600	-	161,277	-	211,877	(55,230)	4	156,647
<b>Total Externally Restricted</b>	<b>21,551,008</b>	<b>-</b>	<b>3,339,750</b>	<b>119,572</b>	<b>25,010,330</b>	<b>11,525,803</b>		<b>36,536,133</b>
<b>Internally Restricted</b>								
Employee Leave Entitlements	2,426,445	-	(310,673)	(225,091)	1,890,681	(74,142)	5	1,816,539
Expenditure Revotes	-	-	-	-	-	-	-	-
Stormwater Works (General Fund)	97,800	-	213,974	(75,000)	236,774	-	-	236,774
Capital Works Reserve*	1,250,800	-	307,442	158,783	1,717,025	-	-	1,717,025
Central Administration Building	601,000	-	1,825,328	600,000	3,026,328	(80,000)	6	2,946,328
Camden Town Centre Improvements	994,500	-	-	-	994,500	(54,800)	7	939,700
Asset Renewal Reserve	472,388	-	1,000,000	-	1,472,388	-	-	1,472,388
Technology Improvements Reserve	100,000	-	400,000	(10,000)	490,000	-	-	490,000
Infrastructure Loan - Repayment Fund	-	-	-	-	-	-	-	-
Water Savings Action Plan	65,697	-	-	-	65,697	-	-	65,697
Cemetery Improvements	138,988	-	28,474	(3,800)	163,662	-	-	163,662
Section 355 Management Committees	280,948	-	88,597	-	369,545	-	-	369,545
Camden Carparking	120,578	-	-	-	120,578	-	-	120,578
Risk Management	242,599	-	-	-	242,599	-	-	242,599
Work Health & Safety Reserve	-	-	-	50,000	50,000	-	-	50,000
Working Funds Surplus	153,500	-	112,000	400,000	665,500	145,100	8	810,600
Plant Replacement Reserve	920,300	-	422,868	-	1,343,168	-	-	1,343,168
Technology Support Reserve	150,277	-	(127,994)	-	22,283	(14,660)	-	7,623
Commercial Waste Management	1,173,303	-	9,813	220	1,183,336	(4,986)	-	1,178,350
Council Elections	147,600	-	-	-	147,600	-	-	147,600
2014-2019 CIRP Reserve	2,439,300	-	53,221	(68,079)	2,424,442	20,000	9	2,444,442
Family Day Care Reserve	10,600	-	65,408	13,390	89,398	2,200	-	91,598
Public Appeals Reserve	35,974	-	-	-	35,974	-	-	35,974
Engineering Deposits	170,835	-	7,151	-	177,986	-	-	177,986
<b>Total Internally Restricted</b>	<b>11,993,432</b>	<b>-</b>	<b>4,095,609</b>	<b>840,423</b>	<b>16,929,464</b>	<b>(61,288)</b>		<b>16,868,176</b>
<b>Unrestricted (i.e. available after the above Restrictions)</b>	<b>4,203,560</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,203,560</b>	<b>311,403</b>		<b>4,514,963</b>
<b>Total Cash &amp; Investments</b>	<b>37,748,000</b>	<b>-</b>	<b>7,435,359</b>	<b>959,995</b>	<b>46,143,354</b>	<b>11,775,918</b>		<b>57,919,272</b>

\* The uncommitted balance of the Capital Works Reserve is \$899,766

**Cash & Investments Statement**

Investments have been invested in accordance with Council's Investment Policy.

The Cash at Bank amount for this period has been reconciled to Council's physical Bank Statements. The date of completion of this bank reconciliation is 31/12/2014.

Camden Council  
Cash & Investments Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

Budget review for the quarter ended 31 December 2014  
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
1	10,476,483	<p><b>Section 94 Developer Contributions - Net Increase in Transfer to Reserve</b></p> <p>The balance of Council's Section 94 reserves has increased primarily as a result of an increase in projected revenue due to the receipt of a number of large cash payments for developments in growth precincts (\$3.570M) and additional interest on investments (\$68K). There has also been a decrease in projected expenditure due to the proposed revote of a number of projects; PCYC building construction (\$1.8M), Merino Drive roundabout construction (\$600K) and the Macarthur Road / Camden Valley Way intersection upgrade (\$500K). Funds have also been returned to the Section 94 Developer Contributions Reserve relating to Elderslie drainage land acquisitions, which are no longer required (3.865M), Hilder Reserve lighting upgrade (\$23K) and staffing savings (\$50K).</p>
2	24,100	<p><b>Infrastructure Loan (Lodges Road) - Increase in Transfer to Reserve</b></p> <p>The reserve balance has increased due to additional investment income (\$31K) which under the funding conditions of the interest free loan, must be restricted for the purpose of the project. Other minor works have been funded from this reserve at the December Review (\$7K).</p>
3	1,080,450	<p><b>Domestic Waste Management - Net Increase in Transfer to Reserve</b></p> <p>The balance of Council's waste management reserve has increased due to savings identified at the December quarterly review relating to plant and labour costs (\$590K), additional operational income as a result of ongoing housing development in new release areas (\$80K) and the deferment of the purchase of an additional greenwaste truck (\$410K).</p>
4	(55,230)	<p><b>Other Restricted Contributions - Increase in Transfer from Reserve</b></p> <p>Planning studies relating to the Emerald Hills rezoning studies have been completed earlier than expected. The reduction in projected income from these studies have been offset by funds received from the Department of Planning for rezoning studies in the south west growth area (\$50K). Other minor adjustments were also required at this review (\$5K).</p>
5	(74,142)	<p><b>Employee Leave Entitlements - Net Increase in Transfer from Reserve</b></p> <p>This decrease in the Employee Leave Entitlements Reserve reflects payments made to employees upon resignation, retirement or whilst on maternity leave (\$148K). Payments made to employees upon retirement, resignation or whilst on extended leave are funded from Council's ELE Reserve. Transfers to other Councils are funded from the reserve, and payments received are restricted to the reserve. The net effect of these transfers is \$74K.</p>
6	(80,000)	<p><b>Central Administration Building - Increase in Transfer from Reserve</b></p> <p>Council has recently engaged a consultant to conduct a review of the financing options (including proposed loan borrowings) for the Oran Park administration building (\$80K).</p>
7	(54,800)	<p><b>Town Centre Improvements - Net Increase in Transfer from Reserve</b></p> <p>Funding has been brought forward into the 2014/15 budget to allow for design works to commence on the Town Centre Upgrade stage 1 works package (\$200K). It is also recommended as part of this review that the funds allocated to the John Street / Mitchell Street Roundabout be transferred to the Town Centre Reserve for the purpose of funding further works within the Camden Town Centre works package (\$145K).</p>
8	145,100	<p><b>Working Funds Surplus - Increase in Transfer to Reserve</b></p> <p>This transfer is required to partly fund the seven key positions identified within the workforce plan to be fast tracked into the 2014/15 budget (\$145K). This transfer is required to ensure that the employment of these positions has a nil impact on the current 2015/16 budget result.</p>

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Camden Council  
Cash & Investments Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

Budget review for the quarter ended 31 December 2014  
Recommended changes to revised budget

Budget Variations being recommended include the following material items (Greater than \$15,000):

Notes	Movement	Description
9	20,000	<b>Community Infrastructure Renewal Program - Net Decrease in Transfer from Reserve</b> Savings have been identified in the replacement of the gas heater units at the Mount Annan Leisure Centre (\$40K). This has been partly offset by additional funding which is required for the bridge renewal projects (\$13K) and Trednick Reserve Shelter (\$7K). The remaining balance will be transferred back to the reserve for future infrastructure renewal projects identified in the 2015/16 budget.

Attachment 1

Camden Council  
Contracts Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

Budget review for the quarter ended 31 December 2014  
Contracts Budget Review (Greater than \$50,000)

Contractor	Contract detail & purpose	Contract Value	Start Date	Budgeted (Y/N)
STM Sydney Trucks & Machinery	Waste Management Truck Purchases (x2)	729,755	Dec-14	Y
Gremalco Pty Ltd	Springs Road - Underground Installation of Existing High Voltage and Transmission Power	578,730	Dec-14	Y
MBM Pty Ltd	Quantity Surveying - Design & Construction MALC Stage 2	58,000	Nov-14	Y
Lamond Contracting	Harrington Park Footbridge Reconstruction	56,350	Dec-14	Y
Total Glass & Aluminium	Narellan Library Glass Replacement	53,900	Dec-14	Y

1. Contracts listed are those entered into through a tender process during the quarter being reported and exclude contractors on Council's Preferred Supplier list.
2. Contracts for employment are not included in this list.

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Attachment 1

Camden Council  
**Consultancy & Legal Expenses Budget Review Statement**

**Quarterly Budget Review Statement**  
 for the period 01/10/14 to 31/12/14

Budget review for the quarter ended 31 December 2014  
**Consultancy & Legal Expenses Overview**

Expense	YTD Expense	Budgeted (Y/N)
Consultancies	339,009	Y
Legal Fees	419,613	Y

**Definition of a consultant:**

A consultant is a person or organisation engaged under contract on a temporary basis to provide recommendations or high level specialist or professional advice to assist decision making by management. Generally it is the advisory nature of the work that differentiates a consultant from other contractors.

**Comments**

Council has engaged specialist consultants to assist in the planning and design of the new central administration building and investigate the options available for the upgrade of the Camden Town Centre. Council has also required specialist advice regarding a number of strategic property acquisitions, governance and development matters. Costs associated with these matter have been included in the expenditure totals above.

Camden Council  
Key Performance Indicators Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

Budget review for the quarter ended 31 December 2014

(\$000's)	Current Projection		Original Budget	Actuals	
	Amounts	Indicator		Prior Periods	
	14/15	14/15	14/15	13/14	12/13

1. Operating Performance

Operating Revenue (excl. Capital) - Operating Expenses	(8,286)	-11.64%	-13.08%	-19.20%	-10.94%
Operating Revenue (excl. Capital Grants & Contributions)	71,195				

What is Being Measured?

Council's ability to contain operating expenditure within operating revenue.

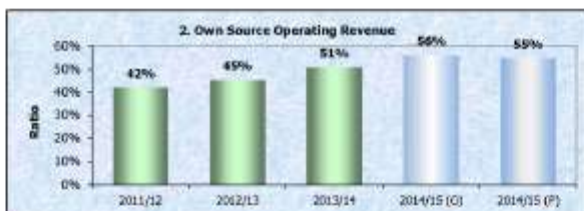


2. Own Source Operating Revenue

Operating Revenue (excl. all Grants & Contributions)	64,536	54.65%	55.91%	50.74%	45.24%
Total Operating Revenue	118,100				

What is Being Measured?

This ratio measures the degree of reliance on external funding sources such as operating grants and contributions.



3. Unrestricted Current Ratio

Current Assets less all External Restrictions	20,567	1.60	1.67	4.92	2.87
Current Liabilities less Specific Purpose Liabilities	12,816				

What is Being Measured?

The ability to meet short term financial obligations such as loans, payroll and leave entitlements.



Camden Council  
Key Performance Indicators Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

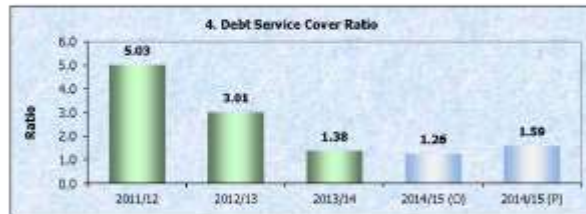
Budget review for the quarter ended 31 December 2014

(\$000's)	Current Projection		Original Budget 14/15	Actuals Prior Periods	
	Amounts 14/15	Indicator 14/15		13/14	12/13

<b>4. Debt Service Cover Ratio</b>					
Operating Result before EBITDA	9,772				
Principal Repayments + Interest Costs	6,147	1.59	1.26	1.38	3.01

**What is Being Measured?**

The availability of operating cash to service debt including interest and principal repayments.



**5. Rates, Annual Charges, Interest & Extra Charges Outstanding**

Rates, Annual and Extra Charges Outstanding	2,066	4.45	4.22	4.16	6.10
Rates, Annual and Extra Charges Collectible	46,392				

**What is Being Measured?**

To assess the impact of uncollected rate and charges on Council's Liquidity.

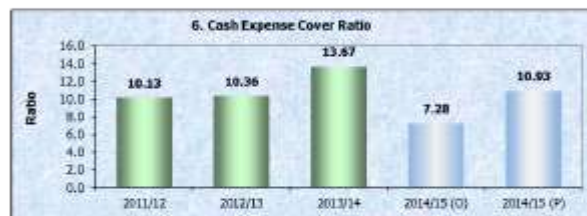


**6. Cash Expense Cover Ratio**

Current Year's Cash & Cash Equivalents (incl. Term Deposits)	57,608	10.93	7.28	13.67	10.36
Operating & Financing Activities Cash Flow Payments	63,253				

**What is Being Measured?**

This ratio indicates the number of months Council can continue to pay for its immediate expenses without additional cash inflow.





Camden Council  
Key Performance Indicators Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

Budget review for the quarter ended 31 December 2014

(\$000's)	Current Projection		Original Budget 14/15	Actuals Prior Periods	
	Amounts 14/15	Indicator 14/15		13/14	12/13

<b>7. Building and Infrastructure Renewals Ratio</b>					
Asset Renewals (Building & Infrastructure)	6,516	47.07%	46.86%	24.38%	31.69%
Depreciation, Amortisation & Impairment	13,843				

**What is Being Measured?**

The rate at which assets are being renewed relative to the rate at which they are depreciating.

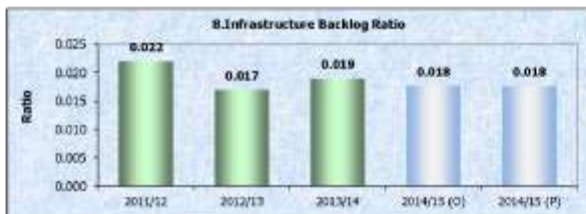


**8. Infrastructure Backlog Ratio**

Estimated Cost to Bring Assets to a Satisfactory Standard	14,926	0.018	0.018	0.019	0.017
Total Value of Infrastructure, Building & Other Assets	845,906				

**What is Being Measured?**

This ratio shows what proportion the backlog is compared the total value of Council's infrastructure



**9. Asset Maintenance Ratio**

Actual Asset Maintenance	3,933	0.88	0.80	0.78	0.93
Required Asset Maintenance	4,493				

**What is Being Measured?**

Compares the actual spend on asset maintenance vs what is required to be spent on asset maintenance.



ORD06

Camden Council  
Key Performance Indicators Budget Review Statement

Quarterly Budget Review Statement  
for the period 01/10/14 to 31/12/14

Budget review for the quarter ended 31 December 2014

(\$000's)	Current Projection		Original Budget 14/15	Actuals Prior Periods	
	Amounts 14/15	Indicator 14/15		13/14	12/13
<b>10. Capital Expenditure Ratio</b>					
Annual Capital Expenditure	70,496		3.82	2.70	4.36
Annual Depreciation	17,314	4.07			

**What is Being Measured?**

To assess what extent Council is expanding its asset base through capital expenditure on both new assets and replacement / renewal of existing assets.



Attachment 1

**Summary of Budget Review Variations Greater Than \$15,000**  
December Review of the 2014/15 Budget

Expense \$	Change in Vote		Totals \$	Description	Comments
	Income \$	Expenditure \$			
Note: INCOME - Increases are shown as positive figures. Reductions are shown as negative figures EXPENDITURE - Increases are shown as positive figures. Reductions are shown as negative figures					
<b>1) Proposed Budget Variations</b>					
Proposed variations to the 2014/15 Budget based on income received and expenditure payments to date are as follows:					
(637,395)	695,388		1,332,783	Surplus / (Deficit) - Proposed Budget Variations September 2014/15 Review	
50,000	623,000		573,000	Development - Fees & Charges Income	Development income continues to exceed budget expectations during 2014/15. This is due to the high volume and high value of Development Applications received during the second quarter of 2014/15. This increase reflects the ongoing high development activity in the release areas of Spring Farm, Elderslie, Oran Park and Gregory Hills. The level of income received from development activity is primarily dependent on the receipt of applications from developers, and as such is somewhat difficult to project given the unprecedented growth Council is experiencing.
328,000	26,182		(301,818)	Governance - Legal Expenditure & Specialist Advice	Corporate legal expenditure (including specialist legal advice) has exceeded original budget allocations. Council has been required to seek legal advice on a range of extraordinary planning, property and corporate governance matters. This budget has been increased to allow for estimated legal costs to 30 June 2015. The increase in legal costs has considered anticipated legal fees reimbursed as part of any court proceedings.
-	84,100		84,100	Corporate Management - Section 603 Certificate Income	Income from processing Section 603 Certificate applications is exceeding budget expectations. The increase in Section 603 Certificate income represents the influx of applications generated by the continued development activity in new release areas within the LGA.
60,000	-		(60,000)	Technology Improvements - Fibre Network Charges	Council has recently installed a fibre network at its Narellan administration site. The upgrade of Council's network to fibre was required to gain greater consistency and reliability in Council's network. This upgrade also provides the best platform for technology improvements and expansion to the network. This budget increase represents the annual operating costs of the network. It is important to note that upon relocating to Oran Park, the network and internet connection at Narellan will transfer to Oran Park.
(55,055)	-		55,055	Corporate Salaries - Salary & Oncost Adjustments	A number of adjustments to salary estimates have been required as a result of staff turnover and the recruitment of staff into new positions approved as part of the 2014/15 budget. Budget savings have been realised where these positions have been filled by new staff at an introductory level.
50,660	-		(50,660)	Council Properties - Council Building & Furniture Expenditure	Further office alterations have been required to provide office accommodation for the additional staff approved as part of the 2014/15 budget and the staff relocation required as part of the organisation restructure.

ORD06

## Attachment 2

**Summary of Budget Review Variations Greater Than \$15,000**  
December Review of the 2014/15 Budget

Expense \$	Change in Vote		Description	Comments
	Income \$	Totals \$		
	Note: INCOME - Increases are shown as positive figures. Reductions are shown as negative figures EXPENDITURE - Increases are shown as positive figures. Reductions are shown as negative figures			
30,000	-	(30,000)	Customer Service - Procedures & Standards Review	As part of the Business Improvement Plan, Council officers have commenced a review of existing customer service procedures and service standards. Additional funding is required for specialist advice and for the coordination of the customer service review.
(20,191)	-	20,191	NSW Rural Fire Service - Annual Statutory Contribution	Council recently received confirmation of its annual contribution to the NSW Rural Fire Service which is required under Part 5 of the Rural Fires Act 1997. The revised contribution amount is lower than original budget expectations. The decrease is primarily due to a lower than expected increase in district charges, corporate support and volunteer costs.
(17,955)	-	17,955	Corporate Management - Rates Valuations Fees	The Land and Property Management Authority provides rating valuation services on behalf of the Office of the NSW Valuer General to enable Council to levy ad valorem rates. The fee payable for this service for the 2014/15 financial year has resulted in savings to the budget of \$17,955.
-	16,076	16,076	Gundungurra Reserve Access Compensation Income	Following State Ministerial approval for a gas well to be located in Gundungurra Reserve in 2008, Council resolved to enter into an access and compensation agreement with AGL in October 2009 (CRD 255/09). The additional income represents the licence fee payable to Council in accordance with the agreement and is above original budget projections of \$35,000.
(15,383)	22,321	37,504	Variations under \$15,000	
410,076	771,479	361,403	Surplus / (Deficit) - Proposed Budget Variations December 2014/15 Review	
(227,319)	1,466,867	1,694,186	Surplus / (Deficit) - Net Impact of Variations 2014/15	
* It should be noted where net increases or reductions have been shown within the main Council Report the income and expenditure column will not reconcile, as the two are separated within this attachment.				

**Summary of Budget Review Variations Greater Than \$15,000**  
December Review of the 2014/15 Budget

Expense \$	Change in Vote		Totals \$	Description	Comments
	Income \$	Expenditure \$			
Note: INCOME - Increases are shown as positive figures. Reductions are shown as negative figures EXPENDITURE - Increases are shown as positive figures. Reductions are shown as negative figures					
<b>2) Council Approved Budget Variations</b>					
Since adopting the 2014/15 Budget, Council has authorised the following changes to the budget:					
2,119,031	786,248	(1,332,783)		<b>Surplus / (Deficit) - Authorised Variations September 2014/15 Budget Review</b>	
200,000	-	-		Park Improvements - Narrellan Sports Hub Design	Council Resolution - 212/14 - 14/10/2014
-	200,000	-		Section 94 Developer Contributions - Transfer from Reserve	
113,700	-	-		Road Improvements - Dan Clary Drive	Council Resolution - 232/14 - 28/10/2014
(113,700)	-	-		2014/15 Roads to Recovery Works Program	
100,000	-	-		Camden Town Centre - Decked Carpark Design	Council Resolution - 250/14 - 25/11/2014
-	100,000	-		Capital Works Reserve - Transfer from Reserve	
50,000	-	(50,000)		Park Improvements - Nott Oval Lighting Upgrade	Council Resolution - 22/15 - 27/01/2015
350,000	300,000	(50,000)		<b>Surplus / (Deficit) - Authorised Variations December 2014/15 Budget Review</b>	
2,469,031	1,086,248	(1,382,783)		<b>Surplus / (Deficit) - Council Approved Variations 2014/15</b>	
<b>3) Contra Adjustments</b>					
Contra adjustments that have a NIL impact on Council's Budget:					
1,916,027	1,916,027	-		<b>September 2014/15 Contra Adjustments</b>	
(3,865,300)	-	-		Elderslie Trunk Drainage Improvements - Land Purchases	Drainage improvement works are currently underway at Herbert and Oxley rivulets in Elderslie. There were a number of land purchases identified in this years Capital Works Program relating to these works. The land required for the Oxley rivulet is no longer required to be purchased whilst the land for the Herbert rivulet has been deferred for approximately 4 years in Council's Capital Works Program.
-	(3,865,300)	-		Section 594 Reserve - Transfer from Reserve	
-	2,820,000	-		Section 94 Contributions - Operating & Capital Income	Section 94 Developer Contributions income is above budget expectations for 2014/15. This is a result of cash payments received for a number of large developments during the first half of the financial year. Similar to development income, the level of Section 94 income received from development activity is dependent on the application of subdivision certificates from developers, and as such is difficult to project given the level of growth Council is experiencing. Section 94 contributions are restricted to reserve for the purpose of funding future infrastructure costs within new release areas.
-	750,000	-		Voluntary Planning Agreements - Operating & Capital Income	
3,570,000	-	-		594 Developer Contributions - Transfer to Reserve	

**Summary of Budget Review Variations Greater Than \$15,000**  
December Review of the 2014/15 Budget

Expense \$	Change in Vote		Description	Comments
	Income \$	Totals \$		
Note: INCOME - Increases are shown as positive figures. Reductions are shown as negative figures EXPENDITURE - Increases are shown as positive figures. Reductions are shown as negative figures				
1,271,900	-	-	Asset Infrastructure - Depreciation Expense	Council has recently completed a review of depreciation expenditure following the finalisation of the 2013/14 financial statements. Depreciation expenditure has increased primarily due to the value of infrastructure dedicated to Council during 2013/14. Council does not fund depreciation expenditure, therefore these adjustments have no impact on the 2014/15 budget result.
-	1,271,900	-	Asset Infrastructure - Depreciation Funding (Non Cash)	
(334,350)	-	-	Domestic Waste - Staffing Expenditure	A review of waste management expenditure has identified significant savings in the 2014/15 budget. These savings are essentially a result of the timing of expenditure (relating to providing new services) and an increase in operating revenues compared to original budget forecasts. A recent review by Council officers has resulted in the deferral of an additional plant purchase which has led to a reduction in plant and labour costs. There has also been an overall reduction in plant and labour costs due to the purchase of additional trucks in December, where allocations have not been required for the first half of 2014/15. These operational savings will be transferred to the Waste Management Reserve and factored into future operating budgets.
(270,300)	-	-	Domestic Waste - Plant Running Costs	
14,180	-	-	Domestic Waste - Other Expenditure	
-	80,000	-	Domestic Waste - Fees and Charges Income	
505,070	(165,380)	-	Domestic Waste - Transfer to/from Reserve	
(410,000)	-	-	Domestic Waste - Additional Greenwaste Truck	A recent review conducted by Council officers has resulted in the deferral of the additional greenwaste truck purchase which was originally required this financial year. Council can continue to meet service demands within its existing fleet. This purchase has been deferred to the 2015/16 budget.
-	(410,000)	-	Domestic Waste - Transfer from Reserve	
(396,481)	-	-	Corporate Salaries & Overheads - Staff Vacancies	Savings primarily reflect vacancies within Council's staffing structure. Savings from vacant positions are used to fund Council's vacancy provision target and is also required to fund additional staffing expenditure to cover vacant positions.
53,016	-	-	Corporate Staffing - Additional Staffing Costs (Replacement)	
343,465	-	-	Corporate Management - Staff Vacancy Provision	
(217,600)	-	-	Corporate Salaries & Overheads - Staff Vacancies	Council officers have identified seven key positions within its Workforce Plan to be fast tracked into the 2014/15 budget. These positions will be funded from April 2014 rather than July 2015. The positions are considered as essential to manage urban development and current service expectations. The positions will be funded from vacancy savings within Council's existing staff structure and discretionary budget allocations available to each Council division.
142,000	-	-	Corporate Salaries - Fast Tracked Positions (Brought Forward)	
(89,500)	-	-	Executive Leadership - Divisional Priority Allocations	
145,100	-	-	Working Funds Reserve - Transfer to Reserve	
200,000	-	-	Camden Town Centre Improvements - Design & Survey	At its meeting 25 November 2014, Council endorsed the Camden Town Centre works package (Stage 1). It is recommended that \$200,000 be brought forward into the 2014/15 budget to allow for design and investigation works to commence. This allocation will be funded from the Camden Town Centre Reserve.
-	200,000	-	Camden Town Centre Reserve - Transfer from Reserve	



**Summary of Budget Review Variations Greater Than \$15,000**  
December Review of the 2014/15 Budget

Expense \$	Change in Vote		Totals \$	Description	Comments
	Income \$	Expenditure \$			
(145,200)	-	-	-	Road Improvements - John St / Mitchell St Roundabout	This allocation was originally included in the 2011/12 budget, and has been subsequently revised pending a review of the Camden Town Centre upgrade. It is recommended that the allocation be transferred to the Camden Town Centre Reserve for the purpose of funding further works within the Camden Town Centre works package.
145,200	-	-	-	Camden Town Centre Reserve - Transfer to Reserve	
130,676	-	-	-	Corporate Salaries - Termination Payments	This increase reflects payments made to employees on resignation, retirement and extended leave. Payments made to employees on retirement, resignation and for extended leave are funded from Council's ELE Reserve.
17,100	-	-	-	Corporate Salaries - Maternity Leave Payments	
-	147,776	-	147,776	ELE Reserve - Transfer from Reserve	
(137,000)	-	-	-	Infrastructure Renewal - Harrington Reserve Renovation	Savings have been realised in completing Harrington Reserve sportsfield renovations. These works were funded under the Community Infrastructure Renewal Program. It is recommended that these savings be used to fund further infrastructure renewal works required at Birriwa Reserve, Liquidambar Reserve and various reserves throughout the LGA (Bollards and Fencing).
100,000	-	-	-	Infrastructure Renewal - Birriwa Reserve Fence Replacement	
20,000	-	-	-	Infrastructure Renewal - Bollards & Fencing Repairs	
17,000	-	-	-	Infrastructure Renewal - Liquidambar Reserve Renovation	
(88,553)	-	-	-	Road Reconstruction - Fairwater Drive Resurfacing	The 2014/15 Road Resurfacing program has recently been completed with significant savings when compared to original budget estimates. These savings have been offset by additional expenditure at Greendale Road required to complete the balance of works remaining in July 2014 and an increase in expenditure in completing Alma Road reconstruction due to additional earthworks and disposal costs.
(49,265)	-	-	-	Road Reconstruction - 2014/15 Resurfacing Program	
68,470	-	-	-	Road Reconstruction - Greendale Road Reconstruction	
50,500	-	-	-	Road Reconstruction - Alma Road Reconstruction	
18,848	-	-	-	Road Reconstruction - Other Reconstruction Projects	
73,634	-	-	-	ELE Reserve - Transfer to Reserve	Allocations are required to reflect the leave entitlements owed to staff which are transferable between Councils upon commencement & resignation. Income received is restricted to Council's ELE Reserve and expenditure made to other Councils is funded from the ELE Reserve.
13,788	87,422	-	87,422	ELE Payments - Transfer to/from Other Councils	
80,000	-	-	-	Central Administration Building - Specialist Advice	Council has recently engaged a consultant to conduct a review of the financing options (including proposed loan borrowings) for the Oran Park administration building. It is recommended that this review be funded from the Central Administration Building Reserve.
-	80,000	-	80,000	Central Administration Building Reserve - Transfer from Reserve	
-	68,200	-	68,200	Section 94 Developer Contributions - Interest on Investments	Revenue projections for Section 94 investment income continue to be above budget expectations. This is primarily due to developer cash contributions received to date (above budget projections) and delays in the completion of major infrastructure works. Investment income is restricted to reserve for the purpose of funding future infrastructure costs within new release areas.
68,200	-	-	-	Section 94 Developer Contributions - Transfer to Reserve	

**Summary of Budget Review Variations Greater Than \$15,000**  
December Review of the 2014/15 Budget

Expense \$	Change in Vote		Description	Comments
	Income \$	Totals \$		
			Note: INCOME - Increases are shown as positive figures. Reductions are shown as negative figures EXPENDITURE - Increases are shown as positive figures. Reductions are shown as negative figures	
-	(50,000)	-	Strategic Planning - Emerald Hills Planning Contributions	The planning studies relating to the Emerald Hills rezoning have been completed earlier than expected. In accordance with the funding agreement with the developer, Council cannot make any further claims beyond the completion of the planning studies. This reduction in income has been offset by funds received by the Department of Planning for rezoning studies in the South-West growth area.
-	50,000	-	Contributions Reserve - Planning Studies Income	
(47,150)	-	-	Strategic Planning - Salary & On-cost Savings	In adopting the 2014/15 Budget, Council approved the employment of a planning coordinator to manage Council's planning agreements. The recruitment of this position has been deferred until a review of Council's Section 94 / VPA framework is completed. This position is funded through Section 94 developer contributions.
-	(47,150)	-	Section 94 Reserve - Transfer from Reserve	
46,530	-	-	Building Maintenance - Narellan Library Glass Replacement	There has been extensive vandalism damage to the glass exterior of the Narellan Library. These works have been funded through a range of operational savings achieved in the completion of 2014/15 road reconstruction program to date.
(46,530)	-	-	2014/15 Road Reconstruction Program Savings	
(40,000)	-	-	Infrastructure Renewal - NMLC Gas Heater Replacement	Council officers have recently invited requests for tenders for the replacement of the gas heater air units at the Mount Annan Leisure Centre. A review of the quotations submitted has identified a savings compared to original budget estimates. The savings will be returned to Community Infrastructure Renewal Program for future infrastructure renewal projects.
-	(40,000)	-	Infrastructure Renewal Reserve - Transfer from Reserve	
32,087	-	-	Corporate Salaries - Paid Parental Leave	This budget adjustment is required to reflect the payments made to employees eligible for the Paid Parental Leave Scheme from the Federal Government.
-	32,087	-	Corporate Income - Paid Parental Leave Income	
-	31,100	-	DOP Lodges Road Loan - Investment Income	Under the funding conditions of the Interest Free Loan Agreement for the upgrade of Lodges Road and Hilder Street, Council must restrict any interest income generated from the investment of the funds for the purpose of the project. This adjustment reflects interest earned on the unspent loan funds during the second quarter of 2014/15.
31,100	-	-	DOP Lodges Road Loan - Transfer to Reserve	
(30,000)	-	-	Corporate Management - Rates Legal Expenditure	Legal expenditure relating to the recovery of outstanding rates and charges are below current budget expectations for the first half of 2014/15. As Council is permitted to recoup all costs relating to debt collection, there is also a reduction in expected legal cost recovery income.
-	(30,000)	-	Corporate Management - Legal Cost Recovery Income	
23,000	-	-	Infrastructure Renewal - Footpath Renewal	Savings were realised in the completion of works along Smeaton Grange Road due to a reduction in the scope of works required. Works at the intersection were completed by the RMS as part of the Camden Valley Way upgrade. The savings will be redirected to footpath renewal works required throughout the LGA.
(23,000)	-	-	Infrastructure Renewal - Smeaton Grange Road	



**Summary of Budget Review Variations Greater Than \$15,000**  
December Review of the 2014/15 Budget

Expense		Change in Vote		Totals	Description	Comments
\$		Income	\$			
Note: INCOME - Increases are shown as positive figures. Reductions are shown as negative figures EXPENDITURE - Increases are shown as positive figures. Reductions are shown as negative figures						
(22,928)		-	-	-	Park Improvements - Hilder Reserve Lighting Upgrade	Improvements to the sportsfield lighting at Hilder Reserve Elderslie have been completed. Savings have been realised against the revised budget projections, with the remaining balance to be returned to the Section 94 developer contributions reserve.
987,727		(22,928)		-	Section 94 Reserve - Transfer from Reserve	
2,903,754		987,727		-	December 2014/15 Contra Adjustments	
		2,903,754		-	Total Contra Variations 2014/15	
<b>4) Revotes for the 2014/15 Year to be included in the 2015/16 Budget</b> Budget adjustments which have are proposed to be carried forward into the 2015/16 Budget:						
		-	-	-	<b>Total Revotes Identified for September Period</b>	
(1,800,000)		-	-	-	Building Construction - PCYC Building	There has been delays in the preparation of the participation agreement between Council and the PCYC, as such the design and DA lodgement will not be finalised before June 2015.
		(1,800,000)		-	Section 94 Developer Contributions - Transfer from Reserve	
(600,000)		-	-	-	Road Improvements - Merino Drive Roundabout	There are delays in the construction of a new roundabout at the Macarthur Road / Merino Drive intersection at Elderslie. The delays are primarily due to community consultation with adjoining property owners and residents.
		(600,000)		-	Section 94 Developer Contributions - Transfer from Reserve	
(500,000)		-	-	-	Road Improvements - CVW / Macarthur Road Intersection	There have been delays in delivering this project due to required traffic analysis and preparation of concept designs for the intersection. Funds will not be required until 2014/15.
		(500,000)		-	Section 94 Developer Contributions - Transfer from Reserve	
(2,900,000)		(2,900,000)		-	<b>Total Revotes Identified for December Period</b>	
(2,900,000)		(2,900,000)		-	<b>Total Revotes Identified 2014/15</b>	

**Summary of Budget Review Variations Greater Than \$15,000**  
December Review of the 2014/15 Budget

Expense \$	Change in Vote		Totals \$	Description	Comments
	Income \$	Expenditure \$			
Note: INCOME - Increases are shown as positive figures. Reductions are shown as negative figures EXPENDITURE - Increases are shown as positive figures. Reductions are shown as negative figures					

Reconciliation to 'December Review of the 2014/15 Budget'					
2013/14 Carried Forward Working Funds Balance			1,000,000		
2014/15 Adopted Budget Surplus			-		
Available Working Funds 01/07/14			1,000,000		
Less:					
Minimum Desired Level			(1,000,000)		
Total Funds Available			-		
September Review					
			1,332,783	Total Available Working Funds as at 01/07/2014	
			(1,332,783)	Significant Budget Variations	
				Council Approved Variations	
				Budget Contra Variations	
				Budget Revotes (Carry-Overs)	
				<b>Sub Total - September Review Variations</b>	
			-	<b>Total Available Working Funds as at 30/09/2014</b>	
December Review					
			361,403	Proposed Budget Variations	
			(50,000)	Council Approved Variations	
				Budget Contra Variations	
				Budget Revotes (Carry-Overs)	
			<b>311,403</b>	<b>Sub Total - December Review Variations</b>	
			<b>311,403</b>	<b>Total Available Working Funds as at 31/12/2014</b>	

## 2013/14 - 2016/17 Revised Delivery Program - List of Unfunded Projects &amp; Services

As at 31 December 2014

LOCAL SERVICE	KEY SUPPORT STRATEGY	PROJECT DESCRIPTION	REC/ NON-REC	CURRENT ESTIMATE	RESPONSIBILITY CENTRE	INCLUDED IN LTFP
Development Control	Workforce Planning	Development - Additional Staff Member	Y	\$54,100	Development	Y
<b>Development Control Total</b>				<b>\$54,100</b>		
Heritage Protection	Operational Increase	Heritage Week	Y	\$5,000	Strategic Planning	N
Heritage Protection	Operational Increase	Heritage Grants Scheme	Y	\$20,000	Strategic Planning	N
Heritage Protection	Operational Increase	Heritage Management Plans (council owned properties)	N	\$60,000	Strategic Planning	N
Heritage Protection	Operational Increase	Heritage Study Review	N	\$80,000	Strategic Planning	N
Heritage Protection	Operational Increase	Aboriginal Heritage Study	N	\$150,000	Strategic Planning	N
Heritage Protection	Workforce Planning	Strategic Planning - Additional Staff Member	Y	\$102,900	Strategic Planning	Y
<b>Heritage Protection Total</b>				<b>\$417,900</b>		
Urban & Rural Planning	Operational Increase	Rural Lands Review	N	\$40,000	Strategic Planning	N
Urban & Rural Planning	Operational Increase	Scenic and Cultural Landscape Study	N	\$50,000	Strategic Planning	N
Urban & Rural Planning	Workforce Planning	Capital Works - Additional Staff Member	Y	\$118,600	Capital Works	Y
Urban & Rural Planning	Workforce Planning	Strategic Planning - Additional Staff Member	Y	\$66,300	Strategic Planning	Y
Urban & Rural Planning	Workforce Planning	Strategic Planning - Additional Staff Member	Y	\$102,900	Strategic Planning	Y
Urban & Rural Planning	Operational Increase	Planning Reform Implementation	N	\$50,000	Strategic Planning	N
<b>Urban &amp; Rural Planning Total</b>				<b>\$427,800</b>		
Waste Services	Capital Upgrades	Depot Expansion (Additional Staff Accommodation)	N	\$1,415,000	Environment & Health	N
Waste Services	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$91,600	Environment & Health	Y
Waste Services	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$63,500	Environment & Health	Y
Waste Services	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$63,500	Environment & Health	Y
<b>Waste Services Total</b>				<b>\$1,633,600</b>		
Regulating the Use of Public Areas	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$64,600	Environment & Health	Y
Regulating the Use of Public Areas	Capital Upgrades	Digital Infringement Devices	N	\$45,000	Environment & Health	N
Regulating the Use of Public Areas	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$64,600	Environment & Health	Y
<b>Regulating the Use of Public Areas Total</b>				<b>\$214,200</b>		
Public Health	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$102,800	Environment & Health	Y
<b>Public Health Total</b>				<b>\$102,800</b>		
Protection of the Natural Environment	Operational Increase	Drainage Infrastructure - Additional Maintenance Request	Y	\$115,000	Asset Management	N
Protection of the Natural Environment	Operational Increase	Fauna Management - Control of non companion feral animals	Y	\$5,000	Asset Management	N
Protection of the Natural Environment	Workforce Planning	Environment & Health - Additional Staff Member	Y	\$102,800	Environment & Health	Y
Protection of the Natural Environment	Workforce Planning	ESD - Additional Staff Member	Y	\$107,300	ESD	Y
Protection of the Natural Environment	Workforce Planning	ESD - Additional Staff Member	Y	\$102,800	ESD	Y
Protection of the Natural Environment	Capital Upgrades	Camden Residential Area - Stormwater Drainage Upgrade	Y	\$100,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Camden South - Stormwater Drainage Upgrade	Y	\$100,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Mannix Avenue - Stormwater Channel Improvements (design)	N	\$50,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Matthew Reserve Drainage Improvements	N	\$30,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Wilson Crescent Drainage Improvements	N	\$18,000	ESD	N
Protection of the Natural Environment	Operational Increase	Flood Plain Committee reviews and meeting with external bodies	Y	\$2,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Byron Rd/Rickard Rd Intersection Drainage Improvements	N	\$50,000	ESD	N
Protection of the Natural Environment	Operational Increase	Manage Australian White Ibis population within the LGA	Y	\$8,000	ESD	N
Protection of the Natural Environment	Operational Increase	Narellan Creek/Nepean River Flood Risk Management Study	N	\$200,000	ESD	N
Protection of the Natural Environment	Operational Increase	ESD - Conferences/Training	Y	\$3,000	ESD	N
Protection of the Natural Environment	Operational Increase	Environmental Awareness and Education activities	Y	\$50,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Harrington Park Lake 3a Spillway and Augmentation	N	\$150,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Harrington Park Flood Mitigation Design	N	\$100,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Harrington Park 3C Vane GPT	N	\$50,000	Capital Works	N
Protection of the Natural Environment	Capital Upgrades	Carrara Hill Flood Mitigation Works	Y	\$200,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Mount Annan Flood Mitigation Works	Y	\$200,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Elderslie Flood Mitigation Works	Y	\$100,000	ESD	N
Protection of the Natural Environment	Workforce Planning	Asset Management - Additional Staff Member	Y	\$111,800	Asset Management	Y
Protection of the Natural Environment	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Protection of the Natural Environment	Workforce Planning	ESD - Additional Staff Member	Y	\$91,600	ESD	Y
Protection of the Natural Environment	Workforce Planning	ESD - Additional Staff Member	Y	\$82,600	ESD	Y
Protection of the Natural Environment	Capital Upgrades	Mannix Ave - Stormwater Channel Improvements (construction)	N	\$350,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Harrington Park Flood Mitigation Construction	N	\$900,000	ESD	N
Protection of the Natural Environment	Capital Upgrades	Churchill Reserve Narellan Vale Gross Pollutant Traps	N	\$150,000	ESD	N
Protection of the Natural Environment	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
<b>Protection of the Natural Environment Total</b>				<b>\$3,671,100</b>		
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Asset Management	Parks & Reserves - Asset Renewal	Y	\$29,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Parks & Reserves - Additional Maintenance Request	Y	\$178,300	Asset Management	N

ORD06

Attachment 3

ORD06

Attachment 3

## 2013/14 - 2016/17 Revised Delivery Program - List of Unfunded Projects &amp; Services

As at 31 December 2014

LOCAL SERVICE	KEY SUPPORT STRATEGY	PROJECT DESCRIPTION	REQ/ NON-REQ	CURRENT ESTIMATE	RESPONSIBILITY CENTRE	INCLUDED IN LTFP
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$107,300	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$58,600	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$117,200	Asset Management	Y
Parks & Playgrounds	Capital Upgrades	Parks & Gardens - Vehicle & Plant for New Team	N	\$60,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Parks & Gardens - Vehicle & Plant for New Team (Running Costs)	Y	\$20,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Ute - Sportsfield and infrastructure maintenance	N	\$30,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Ute - Sportsfield and infrastructure maintenance (running costs)	Y	\$8,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Large Sportsfields Mower Transport Truck	N	\$110,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Large Sportsfields Mower Transport (running costs)	Y	\$20,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Vehicle for pressure cleaning team	N	\$80,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Vehicle for pressure cleaning team (running costs)	Y	\$20,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Ute - Outdoor cleaning	N	\$30,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Ute - Outdoor cleaning (running costs)	Y	\$11,000	Asset Management	N
Parks & Playgrounds	Asset Management	Replace boundary picket fence at Birnie sporting oval	N	\$100,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Onslow Oval - Replace Ballands	N	\$49,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Onslow Oval - Replace picket fence	N	\$40,000	Asset Management	N
Parks & Playgrounds	Asset Management	Onslow Oval - Repairs to Robunds	N	\$40,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Parks & Gardens - Tractor and implements	N	\$115,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Parks & Gardens - Tractor and implements (running costs)	Y	\$53,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Lighting Shade & Landscaping at Kirkham Park Skate Facility	N	\$50,000	Community Services	N
Parks & Playgrounds	Capital Upgrades	Catherine Fields Lighting of Oval	N	\$190,000	Community Services	N
Parks & Playgrounds	Capital Upgrades	Lepington Oval - Irrigation improvements	N	\$80,000	Community Services	N
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Capital Upgrades	Embellishment of Rheinbeigers Hill	N	\$250,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Reserve Lighting - Southdown Road	N	\$30,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Parks & Gardens - Sportsfield Mower	N	\$115,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Parks & Gardens - Sportsfield Mower (running costs)	Y	\$53,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Parks & Gardens - Vehicle & Plant for New Team	N	\$110,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Parks & Gardens - Vehicle & Plant for New Team (Running Costs)	Y	\$68,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Parks & Gardens - Vehicle & Plant for New Team	N	\$60,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Parks & Gardens - Vehicle & Plant for New Team (Running Costs)	Y	\$20,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Parks & Gardens - Vehicle & Plant for New Team	N	\$110,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Parks & Gardens - Vehicle & Plant for New Team (Running Costs)	Y	\$68,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Parks & Gardens - Vehicle & Plant for New Team	N	\$110,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Parks & Gardens - Vehicle & Plant for New Team (Running Costs)	Y	\$68,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Floodlighting Rossmore Oval	N	\$150,000	Community Services	N
Parks & Playgrounds	Capital Upgrades	LGA Playground Equipment - Installation of Shade Structures	Y	\$700,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Camden LGA Athletics Track	N	\$5,000,000	Community Services	N
Parks & Playgrounds	Capital Upgrades	Catherine Fields Reserve - Stage 2 Improvements	N	\$110,000	Community Services	N
Parks & Playgrounds	Capital Upgrades	New Recreation Facilities at Ferguson's Land	N	\$4,500,000	Community Services	N
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$78,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$107,300	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$78,100	Asset Management	Y
Parks & Playgrounds	Capital Upgrades	Parks & Gardens - Tractor and implements	Y	\$100,000	Asset Management	N

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Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Parks & Playgrounds	Workforce Planning	Asset Management - Additional Staff Member	Y	\$107,300	Asset Management	Y
Parks & Playgrounds	Capital Upgrades	Parks & Gardens - Vehicle & Plant for New Team	N	\$110,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Parks & Gardens - Vehicle & Plant for New Team (Running Costs)	Y	\$68,000	Asset Management	N
Parks & Playgrounds	Capital Upgrades	Parks & Gardens - Vehicle & Plant for New Team	N	\$110,000	Asset Management	N
Parks & Playgrounds	Operational Increase	Parks & Gardens - Vehicle & Plant for New Team (Running Costs)	Y	\$68,000	Asset Management	N
<b>Parks &amp; Playgrounds Total</b>				<b>\$14,989,900</b>		
Environmental Activities	Workforce Planning	ESD - Additional Staff Member	Y	\$87,200	ESD	Y
Environmental Activities	Workforce Planning	ESD - Additional Staff Member	Y	\$87,000	ESD	Y
Environmental Activities	Capital Upgrades	Installation of ECMs in Council buildings	N	\$180,000	Asset Management	N
<b>Environmental Activities Total</b>				<b>\$304,200</b>		
Appearance of Public Areas	Operational Increase	Street Tree Planting Program - Camden to Narellan	N	\$25,000	Asset Management	N
Appearance of Public Areas	Operational Increase	Increase in Street Sweeping budget	Y	\$55,000	Asset Management	N
Appearance of Public Areas	Workforce Planning	ESD - Additional Staff Member	Y	\$37,000	ESD	Y
Appearance of Public Areas	Operational Increase	Priority Tree Removal - Program Continuation	Y	\$60,000	ESD	N
Appearance of Public Areas	Capital Upgrades	New Toilets at Nepean Showway	N	\$310,000	Capital Works	N
<b>Appearance of Public Areas Total</b>				<b>\$307,000</b>		
Economic Development	Workforce Planning	Strategic Planning - Additional Staff Member	Y	\$102,900	Strategic Planning	Y
<b>Economic Development Total</b>				<b>\$102,900</b>		
Tourism	Capital Upgrades	Council contribution to Regional VIC	N	\$1,250,000	Employee & Customer Service	N
Tourism	Operational Increase	Council contribution to Regional VIC - recurrent operations	Y	\$375,000	Employee & Customer Service	N
<b>Tourism Total</b>				<b>\$1,625,000</b>		
Management of Significant Places	Capital Upgrades	Camden Town Centre Strategy - Primary Street Upgrades	N	\$4,482,000	Capital Works	N
Management of Significant Places	Capital Upgrades	Camden Town Centre Strategy - Footpath Widening	N	\$570,000	Capital Works	N
Management of Significant Places	Capital Upgrades	Camden Town Centre Strategy - Secondary Street Upgrades	N	\$3,990,000	Capital Works	N
<b>Management of Significant Places Total</b>				<b>\$8,981,000</b>		
Transport Options	Capital Upgrades	Old Hume Highway - footpath links to bus stops	N	\$50,000	ESD	N
Transport Options	Capital Upgrades	Cobbitty Road - Footpath construction and pedestrian refuge	N	\$60,000	ESD	N
Transport Options	Capital Upgrades	Coghil Street - footpath at primary school with culvert crossing	N	\$50,000	ESD	N
Transport Options	Capital Upgrades	Cawdor Road - Cycleway Extension	N	\$300,000	ESD	N
Transport Options	Workforce Planning	ESD - Additional Staff Member	Y	\$118,600	ESD	Y
Transport Options	Capital Upgrades	Narellan Road Bus Shelter and footpath to Welling Drive Lighting Im	N	\$50,000	ESD	N
Transport Options	Capital Upgrades	Werombi Rd (Ellis Lane to Smalls Road) - path construction	N	\$350,000	ESD	N
Transport Options	Capital Upgrades	Remembrance Drive/Elizabeth Macarthur Avenue Traffic Signals	N	\$600,000	ESD	N
Transport Options	Capital Upgrades	Camden to Narellan Cycleway Extension	N	\$200,000	ESD	N
Transport Options	Capital Upgrades	Hayter Reserve to Ron Dine Reserve - Cycleway	N	\$300,000	ESD	N
Transport Options	Workforce Planning	ESD - Additional Staff Member	Y	\$62,600	ESD	Y
Transport Options	Capital Upgrades	Pedestrian footbridge at Macquarie Grove Bridge	N	\$1,000,000	ESD	N
<b>Transport Options Total</b>				<b>\$3,161,200</b>		
Road Safety	Workforce Planning	ESD - Additional Staff Member	Y	\$118,600	ESD	Y
Road Safety	Capital Upgrades	(CARES) facility - site selection and design	N	\$25,000	ESD	N
Road Safety	Capital Upgrades	Community and Road Education Scheme (CARES) Facility	N	\$250,000	ESD	N
Road Safety	Workforce Planning	ESD - Additional Staff Member	Y	\$62,600	ESD	Y
<b>Road Safety Total</b>				<b>\$476,200</b>		
Local Traffic Management	Workforce Planning	ESD - Additional Staff Member	Y	\$118,600	ESD	Y
Local Traffic Management	Operational Increase	Unplanned Traffic Complaints & Management Allocation	Y	\$51,500	ESD	N
Local Traffic Management	Operational Increase	Traffic Modelling - Annual Program Allocation increase	Y	\$30,000	ESD	N
Local Traffic Management	Capital Upgrades	Graham Hill Road/Camden Valley Way right turn bays - design	N	\$50,000	ESD	N
Local Traffic Management	Capital Upgrades	Remembrance Dr/Elizabeth Mac Ave - Traffic Signals design	N	\$50,000	ESD	N
Local Traffic Management	Capital Upgrades	Town Centre Traffic Management	N	\$110,000	ESD	N
Local Traffic Management	Capital Upgrades	Chellaston Street - Single Street Light Installation	N	\$25,000	ESD	N
Local Traffic Management	Operational Increase	Council Carparks Entry signs Camden / Narellan	N	\$50,000	ESD	N
Local Traffic Management	Workforce Planning	ESD - Additional Staff Member	Y	\$62,600	ESD	Y
<b>Local Traffic Management Total</b>				<b>\$547,700</b>		
Construction & Maintenance of Infrastructure	Asset Management	Roads Infrastructure - Asset Renewal	Y	\$225,200	Asset Management	N
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$111,800	Asset Management	Y
Construction & Maintenance of Infrastructure	Capital Upgrades	Vehicle for Quick Response Team	N	\$30,000	Asset Management	N

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Construction & Maintenance of Infrastructure	Operational Increase	Vehicle for Quick Response Team (running costs)	Y	\$11,000	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Cobbitty Road - Stage 2	N	\$172,800	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Cowper Drive	N	\$31,900	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 O'Dea Road	N	\$13,900	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Alma Road	N	\$257,400	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Springfield Road	N	\$227,100	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Macarthur Road	N	\$145,200	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Fairwater Drive	N	\$2,600	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Ledges Road	N	\$4,700	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Kirkham Street	N	\$4,900	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Hartley Drive	N	\$5,400	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Construction Program 2014/15 Hartley Roundabout	N	\$14,500	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	2014/15 Road Construction Program - increase in disposal costs	N	\$80,400	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Liquidambar Drive	N	\$2,800	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Macarthur Road	N	\$3,200	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Springfield Road seg 1	N	\$19,000	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Springfield Road seg 3	N	\$13,300	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Morgan Road	N	\$1,600	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	Road Sealing Program 2014/15 Spring Hill Circuit	N	\$3,300	Asset Management	N
Construction & Maintenance of Infrastructure	Asset Management	2014/15 Road Sealing Program - increase in disposal costs	N	\$43,200	Asset Management	N
Construction & Maintenance of Infrastructure	Operational Increase	Road Maintenance shoulder grading generated waste	Y	\$74,000	Asset Management	N
Construction & Maintenance of Infrastructure	Operational Increase	Drainage maintenance - open drains cleaning rural and urban	Y	\$76,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	2 x Variable Message Sign (VMS)	N	\$50,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Camden Bypass Wall Repairs - Wattle Green PI Section	N	\$59,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Murray Street Camden - Kerb Blister and Access Ramp	N	\$20,000	Asset Management	N
Construction & Maintenance of Infrastructure	Operational Increase	Roads Infrastructure - Additional Maintenance Request	Y	\$206,000	Asset Management	N
Construction & Maintenance of Infrastructure	Operational Increase	Illegally Dumped Roadside Rubbish Removal	Y	\$70,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Design of road improvements to Dunn Road	N	\$250,000	Capital Works	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Reconstruction of Turner Rd (Camden Valley Way to Dunn Rd)	N	\$1,000,000	Capital Works	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Reconstruction of Turner Road to Dunn Road and creek	N	\$1,305,000	Capital Works	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Intersection Upgrade - Cobbitty Road and Cut Hill Road	N	\$200,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	14 additional car parking bays Harrington Park Public School	N	\$30,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Murray Street - pedestrian crossing upgrade	N	\$60,000	ESD	N
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$125,400	Asset Management	Y
Construction & Maintenance of Infrastructure	Capital Upgrades	Kirkham Park Entry Improvements	N	\$20,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Graham Hill Rd/CVW/Richardson Rd right turn bays construction	N	\$1,000,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Murray/Broughton Street Roundabout construction	N	\$300,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	O'Dea / Morgan Roads Traffic Facility	N	\$15,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Cashmere Dr./Southdown Rd./Merino Dr Traffic Island	N	\$200,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Roundabout Bowmar/Elizabeth Mac Ave	N	\$100,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Intersection Upgrade - Traffic Signals Argyle/John St	N	\$500,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Harrington Green Reserve Formal Carparking	N	\$600,000	Asset Management	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Old Hume Highway/Menangle Road Roundabout construction	N	\$250,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Murrumbidgee Ave/Macquarie Ave Roundabout Construction	N	\$100,000	ESD	N
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$102,800	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$67,200	Asset Management	Y
Construction & Maintenance of Infrastructure	Capital Upgrades	Old Hume Highway/Ironbark Avenue Roundabout	N	\$600,000	ESD	N
Construction & Maintenance of Infrastructure	Capital Upgrades	Intersection Upgrade - Roundabout Coolalie/Ullmarra Avenues	N	\$100,000	ESD	N
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$66,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Capital Upgrades	Intersection Upgrade - Roundabout at Mitchell/Elizabeth St	N	\$300,000	ESD	N
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$118,600	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$66,300	Asset Management	Y

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Construction & Maintenance of Infrastructure	Capital Upgrades	Doncaster Ave Carpark Construction	N	\$7,800,000	Capital Works	N
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$66,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$66,300	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Construction & Maintenance of Infrastructure	Workforce Planning	Asset Management - Additional Staff Member	Y	\$102,800	Asset Management	Y
<b>Construction &amp; Maint. of Infrastructure Total</b>				<b>\$18,059,800</b>		
Recreation Services & Facilities	Operational Increase	Community Facility external landscaping appearance	N	\$80,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Corporate Facilities booking systems	N	\$60,000	Community Services	N
Recreation Services & Facilities	Operational Increase	Walking Track Strategy and Cycleway Strategy review	N	\$80,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	BEP Internal road improvements	N	\$45,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Repair to Timber decking Equestrian Park	N	\$10,000	Asset Management	N
Recreation Services & Facilities	Asset Management	Cycleway Harrington Park Lake - Replace portion of path	N	\$300,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Wandamah Reserve field reconstruction	N	\$240,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Fairfax Oval - Sports field drainage	N	\$150,000	Asset Management	N
Recreation Services & Facilities	Asset Management	Painting of Fairfax Reserve Amenities / Meeting Room	N	\$10,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Birriwa - Sports Field Drainage system	N	\$150,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Belgenny - Sports field Reconstruction	N	\$325,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	LGA Sportsfields - Goal post replacements	Y	\$9,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Playground replacements - various locations	Y	\$100,000	Asset Management	N
Recreation Services & Facilities	Asset Management	MALC - Wall paneling - saunas and steam room	N	\$8,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - 2 pump system for each pool	N	\$80,000	Community Services	N
Recreation Services & Facilities	Workforce Planning	Community Services - Additional Staff Member	Y	\$102,900	Community Services	Y
Recreation Services & Facilities	Operational Increase	MALC - Disaster Recovery plan	N	\$40,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	BEP - Additional Funds Request - Improvement Program year 1	N	\$235,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	BEP Committee Requests Year 2	N	\$252,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Camden Town Farm Infrastructure and Development	N	\$190,000	Community Services	N
Recreation Services & Facilities	Operational Increase	Camden Town Farm - Annual contribution to committee	Y	\$25,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Fairfax Reserve - 4 fitness stations	N	\$62,500	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Kirkham Park - additional toilet block	N	\$164,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Onslow park - floodlight control system "Illuminator"	N	\$13,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Telephone system	N	\$9,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Plant - 240L Carbon dioxide vessels - Air Liquid	N	\$6,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Cool room	N	\$12,000	Community Services	N
Recreation Services & Facilities	Operational Increase	Develop landscape masterplans and designs eg PDM's	N	\$30,000	Community Services	N
Recreation Services & Facilities	Operational Increase	Open Space Strategy	N	\$70,000	Community Services	N
Recreation Services & Facilities	Operational Increase	Recreation facility promotion material	N	\$30,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Camden LGA - additional cricket wickets	N	\$70,000	Community Services	N
Recreation Services & Facilities	Operational Increase	Review Existing Plan of Management of BEP	N	\$60,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Elizabeth Reserve - field fencing	N	\$50,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Fitness equipment - Kirkham & Birriwa Reserve	N	\$80,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Fairfax Reserve - seating and upgrade front of amenities garden	N	\$20,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Jack Nash reserve - sealing and seating in front of amenities	N	\$20,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Nott Oval - Sports field improvement	N	\$150,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Elizabeth Reserve - Sports field improvements	N	\$150,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	Leppington Oval - Sports field improvement	N	\$200,000	Asset Management	N
Recreation Services & Facilities	Capital Upgrades	BEP committee Year 3 and 4 requests	N	\$400,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Lighting upgrade - Ron Dine - Fields 3 & 4	N	\$119,900	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Kirkham Pk - seal and line mark access rd to skate park area	N	\$77,600	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Onslow Park - replacement of picnic shelter tables	N	\$50,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Narellan Park - complete sealing of access road and carpark	N	\$151,600	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Plant room - 25m foot valve	N	\$5,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - 25m pool - diving blocks	N	\$8,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Leisure pool - Lets/Prog foot valve	N	\$5,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Leisure pool - expansion joints	N	\$30,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Leisure pool - wet deck gutters	N	\$28,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Program Pool - expansion joints	N	\$30,000	Community Services	N

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Recreation Services & Facilities	Capital Upgrades	MALC - Program Pool - wet deck gutters	N	\$8,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Spa plant room - Spa UV chamber	N	\$10,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Spa reticulation piping	N	\$5,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Spa plant room - Spa main switchboard	N	\$10,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Duct split - Offices	N	\$10,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Duct split - gym circuit room	N	\$24,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Duct split - creche	N	\$8,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Duct split - Youth drop in	N	\$7,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Duct split - CaM/Kiosk	N	\$8,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Apac Package unit - Aerobic exercises	N	\$26,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Additional field at Narellan Park to form second field	N	\$1,000,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Camden LGA - seating & shade at various sportsgrounds	N	\$100,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Cut Hill reserve - main entrance to improve safety	N	\$30,000	Community Services	N
Recreation Services & Facilities	Operational Increase	Community facility signage x9 venues	N	\$14,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Pool inflatable	N	\$10,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Gym office - stereo, amp, mic, receiver	N	\$12,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Lighting upgrade - Cowpasture Reserve	N	\$177,100	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Lighting upgrade - Narellan Park - Junior Field	N	\$109,700	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Main plant room - 25m UV control panel	N	\$20,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Main plant room - 25m pool water heaters	N	\$45,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Main plant room - Leib/Prog UV control panel	N	\$20,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Main plant room - Butterfly valve lever handle	N	\$8,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Main plant room - Ball valves	N	\$1,600	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Leisure pool - Large fibreglass pool slide	N	\$15,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Window frames	N	\$10,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Door frames	N	\$5,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Bi-fold doors	N	\$20,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	MALC - Fire hose reels	N	\$7,500	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Ron Dine fields 3 and 4 floodlights	N	\$100,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Redevelopment of Kiriham park Netball to Tennis complex	N	\$500,000	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Lighting - Cut Hill reserve	N	\$131,100	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Rossmore Reserve - drainage and vehicle barriers	N	\$16,300	Community Services	N
Recreation Services & Facilities	Capital Upgrades	Rossmore Reserve - relocation of southern entrance road	N	\$22,700	Community Services	N
<b>Recreation Services &amp; Facilities Total</b>				<b>\$7,079,500</b>		
Community & Cultural Development	Workforce Planning	Community Services - Additional Staff Member	Y	\$102,800	Community Services	Y
Community & Cultural Development	Workforce Planning	Community Services - Additional Staff Member	Y	\$67,200	Community Services	Y
Community & Cultural Development	Operational Increase	Cultural Development - Public Art Planning and Cultural Activity	Y	\$25,000	Community Services	N
Community & Cultural Development	Operational Increase	Community program funds for community development	Y	\$31,400	Community Services	N
Community & Cultural Development	Workforce Planning	Community Services - Additional Staff Member	Y	\$102,800	Community Services	Y
Community & Cultural Development	Workforce Planning	Community Services - Additional Staff Member	Y	\$102,800	Community Services	Y
Community & Cultural Development	Workforce Planning	Community Services - Additional Staff Member	Y	\$102,800	Community Services	Y
<b>Community &amp; Cultural Development Total</b>				<b>\$554,800</b>		
Community Support Facilities & Services	Operational Increase	Removal of spoil from Camden Cemetery	N	\$120,000	Asset Management	N
Community Support Facilities & Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$157,600	Asset Management	Y
Community Support Facilities & Services	Capital Upgrades	Vehicle for Camden Cemetery maintenance team	N	\$100,000	Asset Management	N
Community Support Facilities & Services	Operational Increase	Narellan Community Hall - lockers	N	\$3,000	Asset Management	N
Community Support Facilities & Services	Asset Management	Harrington Park Community Hall - remove & re-lay pavers	N	\$10,000	Asset Management	N
Community Support Facilities & Services	Capital Upgrades	Security Screens to windows at Jumburra	N	\$7,500	Asset Management	N
Community Support Facilities & Services	Capital Upgrades	Community Facilities - Guards for downpipes to reduce vandalism	N	\$20,000	Asset Management	N
Community Support Facilities & Services	Capital Upgrades	Roof Safety for Community Buildings	N	\$100,000	Asset Management	N
Community Support Facilities & Services	Capital Upgrades	Narellan Community Hall - provision of shade area	N	\$12,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Timber flooring at Catherine Fields Community Hall	N	\$50,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Jack Nash Reserve - Improvements to Amenities Building	N	\$35,000	Capital Works	N
Community Support Facilities & Services	Workforce Planning	Community Services - Additional Staff Member	Y	\$69,000	Community Services	Y
Community Support Facilities & Services	Workforce Planning	Community Services - Additional Staff Member	Y	\$26,300	Community Services	Y
Community Support Facilities & Services	Capital Upgrades	Community Facilities - Audio Visual Equipment	N	\$50,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Camden Civic Centre - install sound bafflers	N	\$20,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Camden Civic Centre - Sound, lighting, technology	N	\$22,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Civic Centre - Digital Cash Register for Automatic Bar Stocktake	N	\$8,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Refurbishment of Civic Centre toilets	N	\$157,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Civic Centre Upgrade - Investigation & Concept Design	N	\$83,500	Community Services	N



2013/14 - 2016/17 Revised Delivery Program - List of Unfunded Projects & Services

As at 31 December 2014

LOCAL SERVICE	KEY SUPPORT STRATEGY	PROJECT DESCRIPTION	REC/ NON-REC	CURRENT ESTIMATE	RESPONSIBILITY CENTRE	INCLUDED IN LTFP
Community Support Facilities & Services	Capital Upgrades	Civic Centre - Major Refurbishments	N	\$750,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Civic Centre Generator	N	\$68,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Camden Town Farm - construction of Miss Davies Walk	N	\$50,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Camden Town Farm - Restore old Chinese gardens irrigation storage wells	N	\$18,600	Community Services	N
Community Support Facilities & Services	Operational Increase	Cultural Development - civic centre events	Y	\$32,000	Community Services	N
Community Support Facilities & Services	Operational Increase	Civic Centre - Conciierge	Y	\$5,000	Community Services	N
Community Support Facilities & Services	Operational Increase	Public Art - Community Project	N	\$20,000	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Camden Cemetery works	Y	\$2,570,000	ESD	N
Community Support Facilities & Services	Operational Increase	Civic Centre - External Signage	N	\$8,000	Community Services	N
Community Support Facilities & Services	Operational Increase	Civic Centre - Promotional Billboard	N	\$5,000	Community Services	N
Community Support Facilities & Services	Operational Increase	Leppington Progress Association - Annual Subsidy Increase	Y	\$600	Community Services	N
Community Support Facilities & Services	Capital Upgrades	Harrington Reserve - Second stoney Clubroom	N	\$350,000	Capital Works	N
Community Support Facilities & Services	Workforce Planning	Community Services - Additional Staff Member	Y	\$73,600	Community Services	Y
<b>Community Support Facilities &amp; Services Total</b>				<b>\$4,028,700</b>		
Community Safety	Workforce Planning	Community Services - Additional Staff Member	Y	\$93,700	Community Services	Y
<b>Community Safety Total</b>				<b>\$93,700</b>		
Community Events	Operational Increase	Local Government Week	Y	\$2,000	Employee & Customer Service	N
Community Events	Operational Increase	Events Officer - Motor Vehicle	Y	\$19,000	Employee & Customer Service	N
<b>Community Events Total</b>				<b>\$21,000</b>		
Library Services	Operational Increase	Narellan Library Community Rooms - Reception Desk Security Impro	N	\$5,000	Asset Management	N
Library Services	Operational Increase	Narellan Library Community Rooms - Glass Security Doors	N	\$4,000	Asset Management	N
Library Services	Operational Increase	Sunday Operation Camden Library Service - 4 Hours	Y	\$46,500	Community Services	N
Library Services	Capital Upgrades	Narellan Library Plaza - Large Shade Tree	N	\$22,700	Community Services	N
Library Services	Operational Increase	Libraries - Seniors Program	Y	\$2,000	Community Services	N
<b>Library Services Total</b>				<b>\$80,200</b>		
Stewardship of Community Resources	Operational Increase	Corporate Planning Program Costs	Y	\$4,000	Strategic Planning	N
Stewardship of Community Resources	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$102,900	Corporate Services	Y
Stewardship of Community Resources	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$125,400	Corporate Services	Y
Stewardship of Community Resources	Workforce Planning	Executive Management - Additional Staff Member	Y	\$118,600	General Manager	Y
<b>Stewardship of Community Resources Total</b>				<b>\$350,900</b>		
Community Engagement	Operational Increase	Community Engagement Program Costs (annual)	Y	\$10,000	Strategic Planning	N
<b>Community Engagement Total</b>				<b>\$10,000</b>		
Community Information	Operational Increase	Additional Events Advertising	Y	\$5,000	Employee & Customer Service	N
Community Information	Operational Increase	Social Media Advertising	Y	\$5,000	Employee & Customer Service	N
Community Information	Operational Increase	Bi-monthly publication of Let's Connect	Y	\$8,400	Employee & Customer Service	N
Community Information	Operational Increase	Public Relations Officer - Motor Vehicle	Y	\$15,000	Employee & Customer Service	N
Community Information	Capital Upgrades	Call Centre Technology Improvements (New Admin Bldg)	N	\$450,000	Employee & Customer Service	N
<b>Community Information Total</b>				<b>\$483,400</b>		
Corporate Support Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$69,000	Asset Management	Y
Corporate Support Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$69,000	Asset Management	Y
Corporate Support Services	Capital Upgrades	Works Depot - Extension from 1 bay to 2 bays, & lift in elevation	N	\$130,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Workshop extended at rear	N	\$340,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Workshop extended at the front	N	\$150,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Driveway for a second entry	N	\$30,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Handrail	N	\$25,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Spill and Runoff study	N	\$20,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - AC Works	N	\$15,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Provision of amenities	N	\$60,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Vehicle parking - seal existing parking areas	N	\$30,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Vehicle parking - tree removal	N	\$30,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Works Depot - Staff Parking Extension	N	\$25,000	Asset Management	N
Corporate Support Services	Capital Upgrades	Buildings - Works Depot Security Upgrade	N	\$15,000	Asset Management	N
Corporate Support Services	Operational Increase	Buildings - Asbestos Management plan	N	\$28,000	Asset Management	N
Corporate Support Services	Operational Increase	Buildings - New Maintenance Request - Cut Hill Reserve Amenities	Y	\$3,000	Asset Management	N
Corporate Support Services	Operational Increase	Buildings - Additional Cleaning Hours	Y	\$17,000	Asset Management	N
Corporate Support Services	Asset Management	Buildings - Additional Maintenance Request	Y	\$54,600	Asset Management	N
Corporate Support Services	Capital Upgrades	Rainwater Tanks for Council Buildings	N	\$32,000	Asset Management	N
Corporate Support Services	Asset Management	Buildings - Asset Renewal	Y	\$55,800	Asset Management	N
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$90,200	Corporate Services	Y
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$71,300	Corporate Services	Y
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$37,000	Corporate Services	Y

ORD06

Attachment 3

## 2013/14 - 2016/17 Revised Delivery Program - List of Unfunded Projects &amp; Services

As at 31 December 2014

LOCAL SERVICE	KEY SUPPORT STRATEGY	PROJECT DESCRIPTION	REG/ NON-REG	CURRENT ESTIMATE	RESPONSIBILITY CENTRE	INCLUDED IN LTFP
Corporate Support Services	Operational Increase	Employee Relations - Increase in Branch Specific Training	Y	\$70,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Employee Relations - Recruitment Advertising Costs	Y	\$40,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	E Learning Induction Program	Y	\$40,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Careers Expos and Trade Shows	Y	\$10,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Risk Management Program Costs	Y	\$10,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Electronic Performance Management System	Y	\$25,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Risk Management Action Plan	Y	\$30,000	Employee & Customer Service	N
Corporate Support Services	Operational Increase	Scanning Design plans	N	\$50,000	ESD	N
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$67,200	Corporate Services	Y
Corporate Support Services	Operational Increase	Property Insurance Asset Valuation	Y	\$37,600	Employee & Customer Service	N
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$67,200	Corporate Services	Y
Corporate Support Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$37,000	Asset Management	Y
Corporate Support Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$52,100	Asset Management	Y
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$91,600	Corporate Services	Y
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$66,300	Corporate Services	Y
Corporate Support Services	Workforce Planning	Employee & Customer Service - Additional Staff Member	Y	\$125,800	Employee & Customer Service	Y
Corporate Support Services	Workforce Planning	Employee & Customer Service - Additional Staff Member	Y	\$96,100	Employee & Customer Service	Y
Corporate Support Services	Workforce Planning	Corporate Services - Additional Staff Member	Y	\$67,200	Corporate Services	Y
Corporate Support Services	Workforce Planning	Employee & Customer Service - Additional Staff Member	Y	\$73,600	Employee & Customer Service	Y
Corporate Support Services	Workforce Planning	Asset Management - Additional Staff Member	Y	\$37,000	Asset Management	Y
Corporate Support Services	Workforce Planning	Employee & Customer Service - Additional Staff Member	Y	\$82,600	Employee & Customer Service	Y
Corporate Support Services	Workforce Planning	Employee & Customer Service - Additional Staff Member	Y	\$96,100	Employee & Customer Service	Y
Corporate Support Services Total				\$2,528,900		
Grand Total				\$71,203,500		

ORD06

Attachment 3



# Monthly Report

# Camden Council

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January 2015

ORD07

Attachment 1

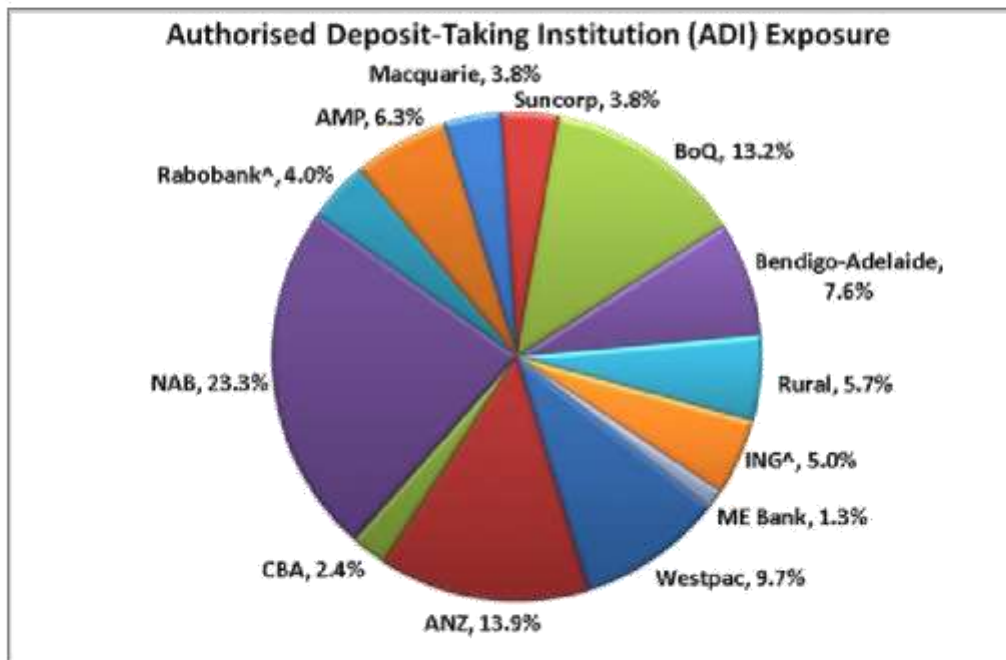
## Investment Exposure

Council is slightly above capacity limits with ING, marginally by ~0.03M. This will be corrected upon the maturity of investments in February. Council will continue to diversify the investment portfolio across the higher rated ADIs (A1 or higher).

ADI	Exposure \$M	Rating	Policy Limit	Actual	Capacity
Westpac	\$7.70M	A1+	25.0%	9.7%	\$12.13M
ANZ	\$11.00M	A1+	25.0%	13.9%	\$8.03M
CBA	\$1.91M	A1+	25.0%	2.4%	\$17.92M
NAB	\$18.50M	A1+	25.0%	23.3%	\$1.33M
Rabobank <sup>^</sup>	\$3.20M	A1	5.0%	4.0%	\$0.77M
AMP	\$5.00M	A1	15.0%	6.3%	\$6.90M
Macquarie	\$3.00M	A1	15.0%	3.8%	\$8.90M
Suncorp	\$3.00M	A1	15.0%	3.8%	\$8.90M
BoQ	\$10.50M	A1	15.0%	13.2%	\$1.40M
Bendigo-Adelaide	\$6.00M	A2	10.0%	7.6%	\$1.93M
Rural	\$4.50M	A2	10.0%	5.7%	\$3.43M
ING <sup>^</sup>	\$4.00M	A2	5.0%	5.0%	-\$0.03M
ME Bank	\$1.00M	A2	10.0%	1.3%	\$6.93M
<b>Total</b>	<b>\$79.31M</b>			<b>100.0%</b>	

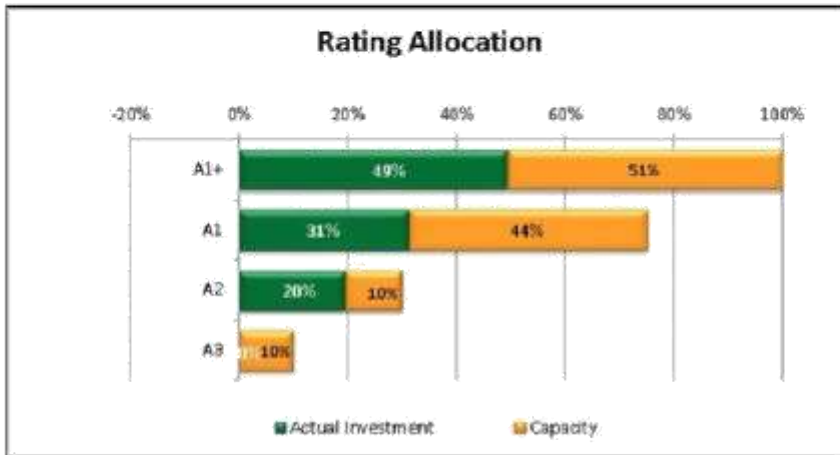
<sup>^</sup>Foreign subsidiary banks are limited to 5% of the total investment portfolio as per Council's investment policy.

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



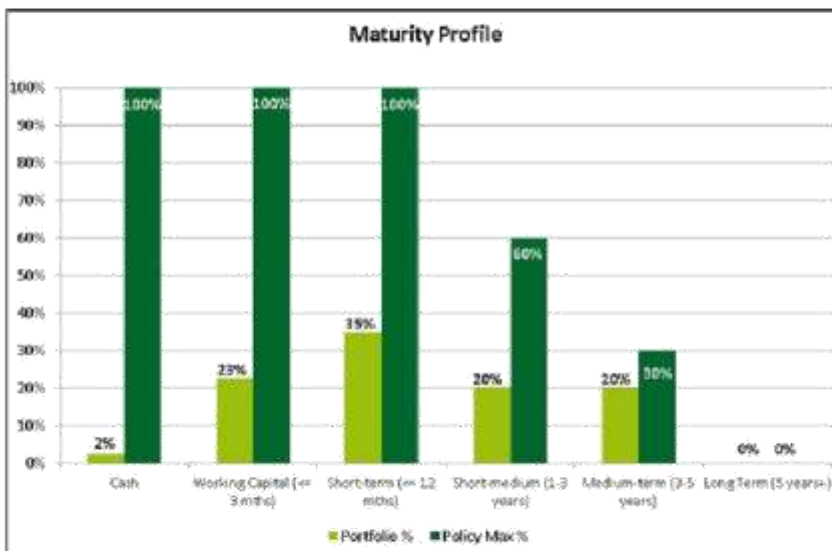
## Credit Quality

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



## Term to Maturity

The portfolio remains adequately liquid with approximately 2% of investments at-call and around another 23% of assets maturing within 3 months. There is still substantial capacity to invest in terms greater than 1 year. In consultation with its investment advisors, Council has strategically diversified its investments across various maturities up to 5 years.



In the current low interest rate environment, as existing deposits mature, they will generally be reinvested at much lower rates than preceding years. A larger spread of maturities in medium-term assets would help income pressures over future financial years. This is becoming increasingly difficult with the RBA recommending its easing cycle through further interest rate cuts.



## 2014-15 Budget

<b>Current Budget Rate</b>	<b>3.50%</b>
<b>Source of Funds Invested</b>	
Section 94 Developer Contributions	\$36,707,700
Restricted Grant Income	\$480,400
Externally Restricted Reserves	\$8,765,000
Internally Restricted Reserves	\$26,362,300
General Fund	\$6,994,600
<b>Total Funds Invested</b>	<b>\$79,310,000</b>

Council's investment portfolio has increased by \$810,000 since the December reporting period. The increase in investment funds relates to operating revenues received for Council's operations and services, and Section 94 cash receipts received for the January period.

INTEREST RECEIVED DURING 2014/15 FINANCIAL YEAR				
	January	Cumulative	Projected Interest	*Original Budget
General Fund	\$139,175	\$740,521	\$1,101,100	\$899,200
Restricted	\$150,298	\$1,022,351	\$1,405,400	\$871,900
<b>Total</b>	<b>\$289,473</b>	<b>\$1,770,872</b>	<b>\$2,506,500</b>	<b>\$1,771,100</b>

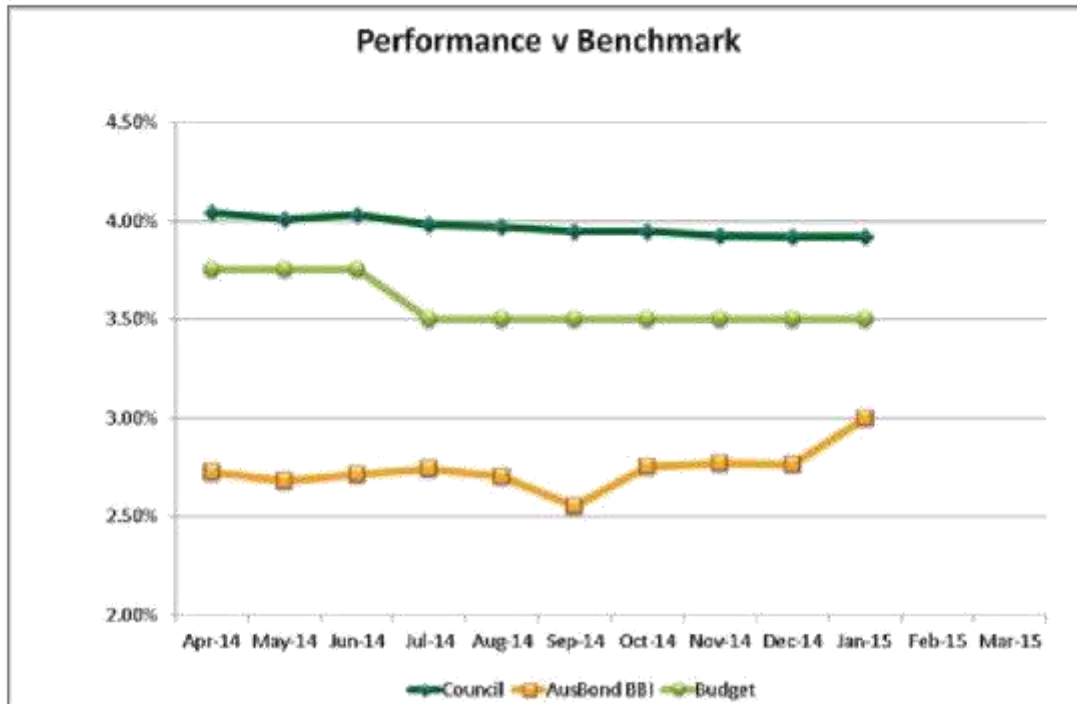
\*The Original Budget is reviewed on a quarterly basis as part of the Budget Process

## Interest Summary

The portfolio's interest summary as at 31 January 2015 is as follows:

NUMBER OF INVESTMENTS	63
AVERAGE DAYS TO MATURITY	531
AVERAGE PERCENTAGE	3.92% p.a.
WEIGHTED PORTFOLIO RETURN	3.92% p.a.
CBA CALL ACCOUNT *	2.50% p.a.
HIGHEST RATE	5.10% p.a.
LOWEST RATE	3.40% p.a.
BUDGET RATE	3.50% p.a.
AVERAGE BBSW (30 Day)	2.61% p.a.
AVERAGE BBSW (90 Day)	2.70% p.a.
AVERAGE BBSW (180 Day)	2.75% p.a.
AUSBOND BANK BILL INDEX	3.00% p.a.

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



Outperformance over the benchmark AusBond Bank Bill Index continues to be attributed to the longer-dated deposits in the portfolio (particularly early investments placed above 4.5%). Recent deposits invested close to or above 4% will also contribute to outperformance over the current financial year. As existing deposits mature, performance will generally fall as deposits will be reinvested at much lower prevailing rates.

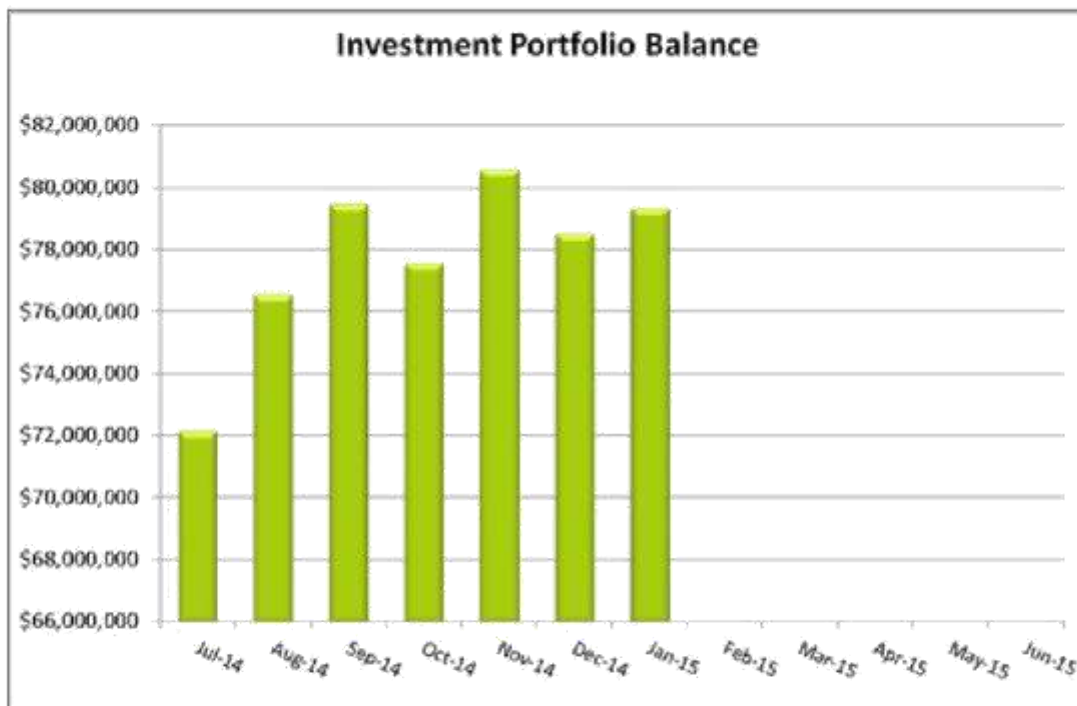
With the adoption of a longer term strategy, the FY15 budget return of 3.50% should be achieved. However with the RBA likely to cut interest rate again in the near future, FY16 budgets and beyond should be adjusted to reflect a longer period of low interest rates.

# Appendix A – List of Investments

Camden Council Investment Portfolio as at 31 January 2015								
Institution	Type	Amount	Interest Rate	Date Invested	Maturity Date	Original Term of Investment (days)	Days to Maturity	Interest Accrued as at 31/01/2015
NAB	TD	\$900,000.00	4.50%	7/02/2013	5/02/2015	728	5	\$22,130.14
Westpac	TD	\$700,000.00	4.35%	1/09/2013	7/05/2015	736	96	\$23,075.21
Westpac	TD	\$2,000,000.00	4.35%	6/09/2013	14/05/2015	738	108	\$64,594.52
Westpac	TD	\$300,000.00	4.35%	17/05/2013	21/05/2015	734	110	\$15,493.15
Westpac	TD	\$500,000.00	4.55%	17/05/2013	19/05/2016	1098	474	\$16,205.98
BOQ	TD	\$2,500,000.00	5.00%	4/11/2013	1/11/2018	1823	1370	\$20,473.40
BOQ	TD	\$1,500,000.00	4.50%	7/11/2013	1/11/2016	1091	641	\$15,904.11
BOQ	TD	\$1,000,000.00	5.10%	25/11/2013	22/11/2018	1823	1391	\$9,504.77
ING Bank	TD	\$1,000,000.00	4.63%	28/11/2013	23/11/2017	1456	1027	\$8,245.11
BOQ	TD	\$1,000,000.00	4.65%	28/11/2013	23/11/2017	1456	1027	\$8,636.39
BOQ	TD	\$1,000,000.00	4.50%	28/11/2013	24/11/2016	1092	663	\$8,013.70
Macquarie Bank	TD	\$1,000,000.00	4.15%	28/01/2014	20/01/2016	730	354	\$1,364.18
BOQ	TD	\$1,000,000.00	4.65%	27/02/2014	22/02/2018	1456	1118	\$43,197.67
Rabobank	TD	\$1,000,000.00	5.00%	28/02/2014	28/02/2019	1826	1489	\$46,301.37
Rabobank	TD	\$1,200,000.00	5.00%	3/03/2014	6/03/2019	1829	1495	\$55,050.49
Westpac	TD	\$1,500,000.00	4.55%	15/03/2014	15/03/2019	1826	1565	\$48,993.41
Westpac	TD	\$1,500,000.00	4.55%	21/03/2014	22/03/2019	1827	1572	\$47,968.48
Bendigo Adelaide Bank	TD	\$1,300,000.00	4.05%	22/03/2014	24/03/2017	1098	844	\$42,441.78
Bendigo Adelaide Bank	TD	\$1,000,000.00	4.05%	27/03/2014	31/03/2017	1100	851	\$27,799.73
Bendigo Adelaide Bank	TD	\$2,000,000.00	4.05%	28/03/2014	31/03/2017	1097	851	\$54,813.70
NAB	TD	\$2,000,000.00	4.00%	5/06/2014	7/06/2017	1098	858	\$52,823.92
NAB	TD	\$1,500,000.00	3.62%	3/07/2014	5/02/2015	217	5	\$31,697.40
NAB	TD	\$1,500,000.00	3.62%	3/07/2014	11/02/2015	223	11	\$31,697.40
ING Bank	TD	\$1,000,000.00	3.55%	18/07/2014	18/03/2015	222	19	\$13,922.74
NAB	TD	\$1,000,000.00	3.61%	23/07/2014	25/02/2015	217	25	\$19,088.49
NAB	TD	\$1,800,000.00	3.61%	24/07/2014	4/03/2015	223	32	\$18,999.59
ANZ	TD	\$1,000,000.00	3.60%	31/07/2014	11/03/2015	223	39	\$18,246.58
ANZ	TD	\$1,000,000.00	3.60%	31/07/2014	18/03/2015	230	46	\$18,246.58
Macquarie Bank	TD	\$1,000,000.00	4.00%	31/07/2014	31/07/2017	1096	912	\$20,273.97
BOQ	TD	\$1,000,000.00	4.15%	5/08/2014	1/08/2018	1457	1276	\$20,465.75
NAB	TD	\$1,000,000.00	3.62%	4/08/2014	25/03/2015	231	53	\$17,752.88
ANZ	TD	\$1,000,000.00	3.55%	14/08/2014	1/04/2015	230	60	\$16,631.51
NAB	TD	\$1,500,000.00	3.60%	28/08/2014	8/04/2015	233	67	\$24,410.96
ANZ	TD	\$2,000,000.00	3.55%	22/08/2014	15/04/2015	236	74	\$33,706.85
ANZ	TD	\$2,000,000.00	3.55%	28/09/2014	22/04/2015	237	81	\$30,519.73
NAB	TD	\$1,000,000.00	3.61%	1/09/2014	29/04/2015	240	88	\$18,264.66
ANZ	TD	\$2,000,000.00	3.64%	2/09/2014	2/09/2015	365	214	\$30,316.71
NAB	TD	\$1,500,000.00	3.61%	3/09/2014	6/05/2015	245	95	\$22,401.78
ANZ	TD	\$1,800,000.00	3.64%	18/09/2014	3/09/2015	364	221	\$14,360.55
ANZ	TD	\$1,000,000.00	3.64%	16/09/2014	16/09/2015	365	228	\$13,763.15
NAB	TD	\$1,000,000.00	3.56%	17/09/2014	20/05/2015	246	108	\$13,262.19
Suncorp Metway	TD	\$1,000,000.00	3.50%	1/10/2014	27/05/2015	238	116	\$11,794.52



Camden Council Investment Portfolio as at 31 January 2015								
Institution	Type	Amount	Interest Rate	Date Invested	Maturity Date	Original Term of Investment (days)	Days to Maturity	Interest Accrued as at 31/01/2015
NAB	TD	\$1,000,000.00	3.50%	8/10/2014	3/05/2015	238	129	\$11,123.29
NAB	TD	\$1,000,000.00	3.51%	23/10/2014	10/06/2015	233	130	\$9,858.77
Suncorp Metway	TD	\$1,000,000.00	3.45%	29/10/2014	17/06/2015	231	137	\$8,979.45
Westpac	TD	\$1,000,000.00	3.45%	29/10/2014	17/06/2015	231	137	\$8,979.45
Suncorp Metway	TD	\$1,000,000.00	3.50%	7/11/2014	24/06/2015	229	144	\$8,246.56
AMP	TD	\$1,000,000.00	3.40%	13/11/2014	13/08/2015	273	194	\$7,452.05
MTC Bank	TD	\$1,000,000.00	3.55%	20/11/2014	24/06/2015	226	144	\$7,100.00
Rural Bank	TD	\$1,000,000.00	3.30%	26/11/2014	17/06/2015	283	137	\$6,424.66
AMP	TD	\$2,000,000.00	3.40%	20/11/2014	19/08/2015	264	200	\$12,108.59
Rabobank	TD	\$1,000,000.00	4.10%	27/11/2014	27/11/2019	1826	1763	\$7,483.70
HSB Bank	TD	\$1,000,000.00	3.89%	27/11/2014	1/07/2015	214	151	\$6,491.31
Bank of Adelaide Bank	TD	\$1,500,000.00	4.25%	20/11/2014	4/12/2019	1892	1760	\$11,252.74
AMP	TD	\$1,000,000.00	3.40%	4/12/2014	20/08/2015	267	209	\$5,495.39
BOQ	TD	\$1,500,000.00	3.60%	3/12/2014	8/02/2015	217	159	\$9,876.71
AMP	TD	\$1,000,000.00	3.40%	11/12/2014	3/12/2015	363	312	\$4,848.84
NAB	TD	\$1,500,000.00	4.00%	16/12/2014	11/12/2019	1821	1775	\$7,726.03
Macquarie Bank	TD	\$1,000,000.00	3.85%	19/12/2014	19/12/2019	1826	1780	\$4,641.10
ING Bank	TD	\$1,000,000.00	3.50%	8/01/2015	15/07/2015	180	165	\$2,301.37
Rural Bank	TD	\$2,000,000.00	3.70%	9/01/2015	3/01/2018	1095	1074	\$4,663.01
Rural Bank	TD	\$1,500,000.00	3.70%	14/01/2015	15/01/2018	1097	1080	\$2,796.99
NAB	TD	\$90,000.00	3.45%	28/01/2015	22/07/2015	178	172	\$189.04
<b>3 TD Investments</b>	<b>63</b>	<b>\$77,000,000.00</b>	<b>3.92%</b>					<b>\$1,245,606.87</b>
CBA	Call Account	\$1,916,000.00	3.30%					
		<b>\$79,916,000.00</b>						



## Appendix B – Ratings Definitions

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### 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 of A- by S&P.

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

#### *Financial Results*

As at 30 June 2014, Rural Bank's Tier 1 Capital Ratio stood at 11.70% and its Total Capital Ratio at 13.26%, well above Basel III minimum capital requirements.

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

### Rabobank Australia

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

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

In early November, ratings agency Standard & Poor's downgraded the Dutch Rabobank group, and therefore Australia's long-term credit rating from AA- to A+ (short-term rating from A-1+ to A-1). Rabobank Australia itself remains financially solid with a Tier 1 Capital of 10.17% and Total Capital Ratio of 12.05% as at June 2014. The downgrade has been reflected in this month's report.

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

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

**ORD07**

**Attachment 1**

ORD08

Attachment 1



# TREE MANAGEMENT POLICY

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## TREE MANAGEMENT POLICY

**DIVISION:** SUSTAINABILITY

**BRANCH:** RECREATION AND SUSTAINABILITY

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### PART 1 - INTRODUCTION

#### 1. BACKGROUND

- 1.1 Trees are important elements that transform the amenity and aesthetics of the area, while providing environmental, cultural and economic benefits to the community. In the long term, trees create a sense of place and enhance the streetscape.
- 1.2 Some of the important environmental, social and economic benefits trees provide, include but not limited to:
  - a) Increased sense of wellbeing within Communities
  - b) Shade
  - c) Deflecting strong winds
  - d) Improving air quality by absorbing air pollutants
  - e) Reducing soil erosion and run-off
  - f) Habitat for local fauna
  - g) Softening the built environment
  - h) Reflecting natural and cultural values
- 1.3 Projected urban growth will have a transformative effect on the future shape and character of Camden. There are many competing pressures on available land to accommodate varied and affordable housing, service infrastructure and provision of a green amenity.
- 1.4 Placing a street tree in front of every residential lot is becoming increasingly difficult to achieve due to a combination of factors including reduced lot size, and narrow lot frontages. There is also less opportunity to establish upper canopy trees on private land making it even more important for trees to be installed on public land, it is a big challenge but one that can be done through good selection.
- 1.5 It is timely for Council to formally adopt a Tree Management Policy to ensure that the value Camden residents place on its trees is reflected through the use of tree species with known qualities and performance and that are relevant to our natural and cultural heritage and vision for how Camden will look in the future.



## 2. OBJECTIVE

- 2.1 The objective of this policy is to provide guidelines to ensure consistency in the management of tree assets and tree selection within the Camden Local Government Area (LGA).
- 2.2 To provide an indicative species palette suitable for planting in public and private open space within Camden LGA.
- 2.3 To ensure the species palette draws on our unique natural heritage and rich culturally historic landscapes and the experience and input of dedicated groups and individuals.
- 2.4 To identify plant species not suitable for use on public land and not recommended for planting on private land within the Camden LGA.
- 2.5 To promote the Tree Management Policy as a resource to assist Landscape Architects, Developers, Public Authorities (including Council) and Residents to make informed decisions about tree selection.
- 2.6 To update and supplement the species palette with new varieties that have proven characteristics and performance suited for use within Camden LGA.
- 2.7 To ensure that suitable trees are chosen for the intended location.
- 2.8 To ensure trees located on private land are managed in accordance with relevant legislation, namely Clause 5.9 of Camden Local Environmental Plan 2010 and Section B1.5 of Camden Development Control Plan 2011.
- 2.9 For Council to:
  - a) Manage, enhance and conserve the amenity of the streetscape and/or open space;
  - b) Acknowledge trees as important components of the urban/rural landscape;
  - c) Ensure public trees are managed to best practices;
  - d) Meet Council and Community expectations;

within the limitations of Council's resources (excluding emergency works/storm damage).

## 3. SCOPE

- 3.1 This policy applies to all departments within Council and is a principle source for tree species to be used within Camden LGA.
- 3.2 Council encourages stakeholders, land owners, landscape architects and developers to incorporate the species palette endorsed by Council, where tree planting is proposed for public and private open space.

- 3.3 The Tree Management Policy is intended for use by:
- a) Camden Council employees and contractors – as a guide for the provision and management of street trees and trees within parks and reserves;
  - b) Landowners and developers – To assist in the selection of tree species and understanding of Council's management of trees; and
  - c) The Community – To foster better understanding of tree management.

#### 4. DEFINITIONS

<b>Community</b>	Includes residents, businesses, schools, Camden Council staff, and visitors to the area;
<b>Danger</b>	Potential for a tree's imminent failure and collapse in full or part, posing an immediate risk of hazard to the safety of persons or damage to property;
<b>Hazard</b>	The threat of danger to persons or property from a tree or tree part resulting from changes in the physical condition, growing environment, or existing physical attributes of a tree;
<b>Public Open Space</b>	Open space in a public ownership that is usually accessible to the public, eg. Parks, bushland reserves, cemeteries;
<b>Public Tree</b>	A tree that is managed and owned by Council;
<b>Tree Management</b>	Planned protection, conservation, maintenance and enhancement of a population of trees;
<b>Risk</b>	The random or potentially foreseeable probability that a hazard will cause harm or damage;
<b>Urban Forest</b>	A single or group of trees that stand within the urban environment.

## PART 2 - POLICY STATEMENT

### 5. GUIDELINES FOR TREE MANAGEMENT – PUBLIC LAND

- 5.1 This policy has been developed to establish the framework for the management and maintenance of trees in streets, parks and reserves within the Camden LGA.
- 5.2 Council is committed to managing and maintaining public trees in accordance with best practices to ensure public safety minimise nuisance and benefit of the community. Trees constitute an important element to the amenity of Camden and are a considerable asset.
- 5.3 Develop management principles for public trees.
- 5.4 Manage public trees in accordance with Council's Tree Management Strategy (Public Land) ie, removal, replacement, identification of additional planting locations, etc.
- 5.5 Ensure all public tree management and maintenance practices are carried out in a safe manner.
- 5.6 Educate the community on the environmental and social benefits of trees.
- 5.7 Consult with the community on large tree management projects that have a significant or direct impact on the community.
- 5.8 Manage public trees that are of significant historic, cultural, commemorative or aesthetic importance and those that define the character of an area.
- 5.9 Recognise and preserve canopy cover and corridors and vistas.
- 5.10 Protect and enhance habitat and wildlife corridors in conjunction with Councils management of natural areas.
- 5.11 The Land and Environment Court (LEC), has published a tree dispute principle in case *Barker v Kyriakides* 2007 LEC 292 which states:

*For people who live in urban environments, it is appropriate to expect that some degree of house exterior and grounds maintenance will be required in order to appreciate and retain the aesthetic and environmental benefits of having trees in such an urban environment. In particular, it is reasonable to expect people living in such an environment might need to clean the gutters and the surrounds of their houses on a regular basis.*

*The dropping of leaves, flowers, fruit, seeds or small elements of deadwood by urban trees ordinarily will not provide the basis for ordering removal of or intervention with an urban tree.*

Council adopts and applies this principle.

- 5.12 Council acknowledges that it is excluded from the Trees (Disputes between Neighbours) Act 2006 as per section 4(2)(a), however will manage and coordinate works on public land as outlined in Council's Tree Management Strategy (Public Land) to ensure the best outcome is achieved for the community.

- 5.13 Tree management is a way of mitigating potential risks to property and the community due to interference with below or above ground infrastructure and/or other assets such as buildings or services, trees require effective and coordinated management to maximise their benefits to the community and the environment against their risks.

## 6. GUIDELINES FOR TREE PRESERVATION

- 6.1 Trees or other vegetation located on private property within Camden Local Government Area are protected by legislation. Detail on Camden's tree preservation controls are prescribed under Clause 5.9 of Camden Local Environment Plan 2010.
- 6.2 A person must not ringbark, cut down, top, lop, remove, injure or wilfully destroy any tree or other vegetation without first obtaining:
- (a) development consent, or
  - (b) a permit granted by the Council
- 6.3 A tree or vegetation is prescribed as being any tree, sapling or shrub which meets or exceeds one of the following:
- (a) is 3 metres or more in height;
  - (b) has a circumference of 300mm (100mm diameter) or more at a height of 1 metre above natural ground surface; or
  - (c) has a branch span of 3 metres or more..
- 6.4 Some exemptions apply and are detailed under Section B1.5 of Camden Development Control Plan 2011
- 6.5 These controls are in place to provide criteria for permitting removal and appropriate ongoing management of prescribed trees and vegetation, establish exemptions that may apply under certain circumstances, ensure that stakeholders are notified where proposals involving tree removal are likely to impact on local amenity and ensure where appropriate tree removals are offset by replacement planting so that overtime there is no net loss of Camden's biomass.
- 6.6 Enquires concerning Tree Preservation can be directed to Council's Vegetation Management Officer

## 7. GUIDELINES FOR TREE SELECTION

- 7.1 The Tree Management Policy shall be used as the principle source for tree species to be used in Camden LGA.
- 7.2 Council encourages stakeholders, land owners, landscape architects and developers to incorporate the species espoused in the 'Tree and Landscape Species List' where tree planting is proposed for public and private open space.
- 7.3 The species will be selected for their suitability for specific application such as street trees or for open space.

- 7.4 Council will not approve the planting of street trees or tree planting on public land using tree species identified as not being suitable and will discourage private land owners from planting unsuitable trees.
- 7.5 The onus will be on the proponent to demonstrate that an alternate species can reliably perform within known constraints associated with the proposed use or intended location.
- 7.6 Council takes a whole of life approach to tree management and understands that trees need room to grow, will require formative pruning when young, that they may cause superficial damage to hard structures that have shorter lifespans like footpaths and guttering and that for many decades will not require any maintenance and then at some distant point in the future will need to be pruned or removed to allow for succession planting.

## 8. REVIEW

- 8.1 This policy is to be reviewed every four (4) years by Council, to ensure it aligns with Camden Council's vision and strategies.
- 8.2 Appendices to this policy including the 'Tree and Landscape Species List' will be reviewed on a regular basis and updated accordingly. All updates will be forwarded to Council's Executive Leadership Group (ELG) for approval and adoption.

## 9. APPENDICES

- A. Tree Management – Tree and Landscape Species List;  
B. Tree Management – History of Camden Trees and Landscape.

\*\*\*

### RELEVANT LEGISLATION:

- a) Environment and Planning Assessment Act 1979
- b) Local Government Act 1993
- c) Environment Protection and Biodiversity Conservation Act 1999
- d) National Parks and Wildlife Act 1974
- e) Roads Act 1993

### RELATED POLICIES AND PROCEDURES:

- a) Camden 2040
- b) Camden Council Local Environmental Plan (LEP) 2010
- c) Camden Council Development Control Plan (DCP) 2011

- d) Tree Management Strategy (Public Land)
- e) Local Biodiversity Strategy for Camden LGA
- f) Sydney Region Growth Centres State Environmental Planning Policy
- g) Camden Growth Centre Precincts Development Control Plan 2013
- h) Oran Park and Turner Road Development Control Plan

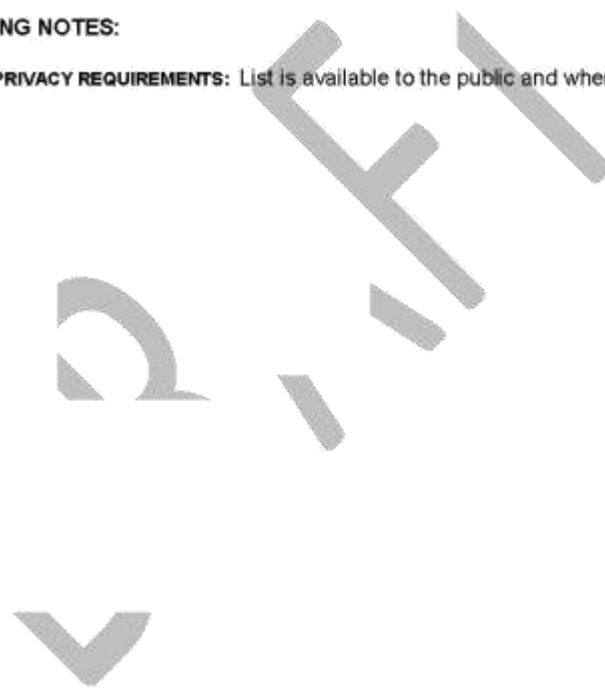
**RESPONSIBLE OFFICER:** Director Community Infrastructure

**APPROVALS** Council

**NEXT REVIEW DATE:** February 2017

**RECORD KEEPING NOTES:**

**CONFIDENTIALITY/PRIVACY REQUIREMENTS:** List is available to the public and where available.



ORD08

Attachment 2



# **APPENDIX A**

## **Tree and Landscape Species List**

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Camden Council

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## RECOGNISED TREE SPECIES

Trees and vegetation contribute to local amenity and help make our urban environment liveable by ameliorating climatic extremes, improving air quality, providing habitat, reducing erosion and salinity. Future development in the Camden LGA will place significant pressure on existing trees and space for new trees as available land becomes increasingly scarce. This subsection aims to prevent unnecessary tree and vegetation removal and poor tree and vegetation management.

This list is to provide an indicative species palette suitable for planting in public and private open space within Camden Local Government Area (LGA). This list is not limited to those recorded and should an alternative species be identified, the species must be suitable for the intended location and be approved by Councils officers.

The selection of street trees should have regard to the following but not limited to:

1. Utilities (Power/Gas/Water/Sewer/etc);
2. Street lighting;
3. Easements;
4. Driveways and bus stops;
5. Pedestrian crossings;
6. House frontages and set backs
7. Lateral spread of subject species
8. Road reserve widths and constraints;
9. Waste service collection
10. Vehicle line of sight; and
11. Cultural and heritage amenity.

# Note: The heights and widths listed should be used as a guide and may differ in different situations.

Camden Council

## NEW STREET TREE PLANTING

**List Objective:** All new street trees planted within Camden LGA are confined to the following list of tree species.

**Application:** Street tree selection is contingent upon potential site constraints. Not all trees listed below will be suitable for every situation. Where a variation to the list is proposed the onus will be on the proponent to demonstrate that an alternate species can reliably perform within known constraints associated with the proposed use and location.

Botanical Name	Common Name	Origin	Type	Height	Width
			Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres
<i>Acer buergeranum</i>	Trident Maple	E	D	6m	6m
<i>Acer negundo</i> 'Sensation'	Box Elder Maple	E	D	9m	6m
<i>Acer palmatum</i> 'Senkaki'	Coral Bark Maple	E	D	6m	5m
<i>Acer rubrum</i> 'October Glory'	Red Maple	E	D	12m	9m
<i>Acmena smithii</i> 'Red Head'	Red Head Acmena	N	E	6m	2m
<i>Angophora hispida</i>	Dwarf Apple	N	E	7m	5m
<i>Brachychiton populneus</i> x <i>acerifolius</i> 'Jerilderie Red'	Jerilderie Red	N		8m	5m
<i>Brachychiton populneus</i>	Kurrajong	N*	E	12m	6m
<i>Brachychiton populneus</i> 'Bella Pink'	Bella Pink	N	E	9m	4m
<i>Brachychiton rupestris</i>	Bottle Tree	N	E	12m	7m
<i>Buckinghamia celsissima</i>	Ivory Curl Flower	N	E	7m	5m
<i>Calodendron capense</i>	Cape Chestnut	E	E	10m	8m
<i>Cercis canadensis</i> 'Forest Pansy'	Canadian Redbud	E	D	5m	5m
<i>Cercis chinensis</i> 'Avondale'	Chinese Redbud	E	D	3m	2m
<i>Ceretopetalum gummiferum</i>	NSW Xmas Bush	N	E	5m	3m
<i>Corymbia citriodora</i> 'Scentuous'	Lemon Scented Gum	N	E	7m	4m
<i>Corymbia ficifolia</i> cvs	Dwarf grafted varieties	N	E	5m	4m
<i>Cupaniopsis anarcardiodes</i>	Tuckeroo	N	E	8m	6m
<i>Elaeocarpus eumundii</i>	Smoth-leaved Quandong	N	E	7m	4m
<i>Elaeocarpus reticulatus</i>	Blue Berry Ash	N	E	8m	4m
<i>Fraxinus griffithii</i>	Evergreen Ash	E	E	7m	6m
<i>Fraxinus pennsylvanica</i> 'Cimzam'	Cimmaron	E	D	13m	8m
<i>Fraxinus pennsylvanica</i> 'Urbanite'	Urbanite	E	D	11m	8m
<i>Ginkgo biloba</i> 'Princeton'	narrow form Ginkgo	E	D	11m	5m

APPENDIX A - Tree and Landscape Species List

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Camden Council

Botanical Name	Common Name	Origin	Type	Height	Width
		Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Sentry</i>					
<i>Glochidion ferdinandi</i>	Cheese Tree	N	E	8m	6m
<i>Gordonia axillaris</i>	Poached Egg Camellia	E	E	6m	5m
<i>Hymenosporum flavum</i>	Native Frangipani	N	E	8m	5m
<i>Lagerstroemia species</i>	Crepe Myrtle	E	D	7m	5m
<i>Lirodendron tulipifera</i>	Tulip Tree	E	D	12m	8m
<i>Lirodendron tulipifera</i> 'Fastigiatum'	Fastigate Form of Tulip Tree	E	D	12m	5m
<i>Liquidambar styraciflua</i>	Liquidambar	E	D	18m	12m
<i>Liquidambar styraciflua</i> 'Oakville Highlight'	Liquidambar Oakville Highlight	E	D	15m	4m
<i>Lophostemon confertus</i>	Brush Box	N	E	15m	10m
<i>Magnolia grandiflora</i> 'Exmouth'	Evergreen Magnolia 'Exmouth'	E	D & E	8m	6m
<i>Magnolia grandiflora</i> 'Kay Paris'	Dwarf Evergreen perfumed Magnolia	E	D & E	4m	3m
<i>Magnolia grandiflora</i> 'Little Gem'	Dwarf Evergreen Magnolia	E	D & E	6m	3m
<i>Magnolia grandiflora</i> 'Teddy Bear'	Dwarf Evergreen Magnolia	E	E	4m	3m
<i>Magnolia x soulangeana</i>	Tulip Magnolia	E	D	7m	4m
<i>Malus floribunda</i>	Japenese Crab Apple	E	D	5m	5m
<i>Malus ioensis</i> 'Plena'	Crab Apple	E	D	6m	4m
<i>Malus species</i>	Crab Apple	E	D	6m	5m
<i>Melaleuca decora</i>	White Cloud Tree	N	E	6m	3m
<i>Melaleuca linariifolia</i>	Snow In Summer	N	E	7m	5m
<i>Melaleuca styphelioides</i>	Prickly Paperbark	N	E	8m	5m
<i>Nyssa sylvatica</i>	Black Tupelo	E	D	11m	6m
<i>Nyssa sylvatica</i> 'Autumn Cascade'	Weeping Blackgum	E	D	4m	3m
<i>Parrotia persica</i>	Persian Witch Hazel	E	D	7m	5m
<i>Pistacia chinensis</i>	Pistacia Nut Tree	E	D	8m	6m
<i>Prunus cerasifera</i> 'Oakville Crimson Spire'	Flowering Plum	E	D	6m	2m
<i>Prunus cerasifera</i> 'nigra'	Flowering Plum	E	D	5m	4m
<i>Prunus x blireana</i>	Purple-leafed Plum	E	D	4m	4m
<i>Prunus species</i>	Flowering Plum	E	D	6m	4m
<i>Pyrus betulaefolia</i> 'Southworth Dancer'	Flowering Pear	E	D	7m	4m
<i>Pyrus calleryana</i> 'Aristocrat'	Flowering Pear	E	D	11m	7m
<i>Pyrus calleryana</i> 'Bradford'	Bradford Pear	E	D	12m	9m
<i>Pyrus calleryana</i> 'Capital'	Flowering Pear	E	D	11m	3m

APPENDIX A - Tree and Landscape Species List

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Camden Council

Botanical Name	Common Name	Origin	Type	Height	Width
		Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Pyrus calleryana</i> 'Chanticleer'	Flowering Pear	E	D	11m	6m
<i>Pyrus calleryana</i> 'Edgedell'	Edgedell Pear	E	D	8m	6m
<i>Quercus palustris</i>	Pin Oak	E	D	15m	10m
<i>Quercus palustris</i> 'Pringreen'	Narrow Green Pillar	E	D	14m	3m
<i>Quercus robur</i>	English Oak	E	D	11m	11m
<i>Quercus robur</i> 'Fastigiata'	Fastigate Form of English Oak	E	D	13m	3m
<i>Syzygium australe</i> 'Pinnacle'	Narrow tall Syzygium	N	E	8m	6m
<i>Syzygium paniculatum</i>	Brush Cherry	N	E	8m	6m
<i>Syzygium smithii</i> 'Sublime'	Lilly Pilly	N	E	5m	3m
<i>Tristaniopsis laurina</i>	Water Gum	N	E	9m	7m
<i>Tristaniopsis laurina</i> 'Luscious'	Water Gum	N	E	9m	7m
<i>Ulmus americana</i> 'Princeton'	Princeton Elm	E	D	15m	10m
<i>Ulmus glabra</i> 'Lutescens'	Golden Elm	E	D	10m	12m
<i>Waterhousea floribunda</i>	Weeping Lilly Pilly	N	E	10m	8m
<i>Waterhousea floribunda</i> 'Green Avenue'	Waterhousea 'Green Avenue'	N	E	10m	8m
<i>Zelkova serrata</i>	Zelkova	E	D	9m	7m
<i>Zelkova serrata</i> 'Green Vase'	Wine Glass tree	E	D	9m	6m
<i>Zelkova serrata</i> 'Mushashino'	Fastigate form Zelkova	E	D	10m	6m
<i>Zelkova serrata</i> 'Golden Flame'	Zelkova Golden Flame	E	D	10m	9m



Camden Council

## REPLACEMENT PLANTING

**List Objective:** To list trees species for the replacement or infill planting in existing streetscapes to maintain continuity.

**Application:** Council's Public Tree Management Officer has responsibility to assess and determine matters concerning replacement or infill street tree planting. Not all trees listed below will be suitable for every situation.

Botanical Name	Common Name	Origin Native (N) Exotic (E)	Type	Height	Width
			Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Acer buergerianum</i>	Trident Maple	E	D	6m	6m
<i>Angophora hispida</i>	Dwarf Apple	N	E	7m	7m
<i>Backhousia citriodora</i>	Lemon-scented Myrtle	N	E	6m	4m
<i>Backhousia myrtifolia</i>	Cinnamon Myrtle	N*	E	5m	2m
<i>Buckinghamia celsissima</i>	Ivory Curl Flower	N	E	7m	5m
<i>Callistemon salignus</i>	White Bottlebrush	N*	E	9m	5m
<i>Callistemon viminalis</i>	Weeping Bottlebrush	N	E	8m	5m
<i>Calodendron capense</i>	Cape Chestnut	E	E	10m	8m
<i>Corymbia ficifolia</i>	Dwarf grafted varieties	N	E	5m	4m
<i>Corymbia maculata</i>	Spotted Gum	N*	E	20m	15m
<i>Corymbia citriodora</i>	Lemon-scented Gum	N	E	20m	18m
<i>Corymbia citriodora</i> 'Scentuous'	Lemon-scented Gum	N	E	7m	4m
<i>Cupaniopsis anarcardioides</i>	Tuckeroo	N	E	8m	6m
<i>Dais cotinifolia</i>	PomPom Tree	E	E	4m	4m
<i>Elaeocarpus eumundii</i>	Smoth-leaved Quandong	N	E	7m	4m
<i>Elaeocarpus reticulatus</i>	Blue Berry Ash	N	E	8m	4m
<i>Flindersia australis</i>	Australian Teak	N	E	20m	18m
<i>Fraxinus griffithii</i>	Flowering Ash	E	E	7m	6m
<i>Gordonia axillaris</i>	Fried Egg Plant	E	E	6m	5m
<i>Harpullia pendula</i>	Tulipwood	N	E	9m	5m
<i>Hymenosporum flavum</i>	Native Frangipani	N	E	8m	5m
<i>Jacaranda mimosifolia</i>	Jacaranda	E	D	12m	10m
<i>Lagerstroemia species</i>	Crepe Myrtle	E	D	7m	5m
<i>Liquidambar styraciflua</i>	Liquid Amber	E	D	15m	12m

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Botanical Name	Common Name	Origin	Type	Height	Width
		Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Liriodendron tulipifera</i>	Tulip Tree	E	D	12m	5m
<i>Lophostemon confertus</i>	Brush Box	N	E	15m	12m
<i>Magnolia grandiflora</i> <i>Exmouth</i>	Magnolia Exmouth	E	D & E	8m	6m
<i>Malus</i> Species	Flowering Ornamental Fruit Varieties	E	D	6m	5m
<i>Nyssa sylvatica</i>	Black Tupelo	E	D	11m	6m
<i>Pistacia chinensis</i>	Chinese Pistachio	E	D	8m	6m
<i>Platanus orientalis</i> 'insularis'	Autumn Glory Plane	E	D	15m	10m
<i>Platanus orientalis</i> 'digitata'	Cut Leaf Plane Tree	E	D	15m	10m
<i>Populus alba</i>	Grey Poplar	E	D	15m	8m
<i>Populus nigra</i> 'Italica'	Fastigate Lombardy Poplar	E	D	20m	4m
<i>Prunus</i> Species	Flowering Ornamental Varieties	E	D	6m	4m
<i>Pyrus nivalis</i>	Snow Pear	E	D	8m	6m
<i>Pyrus calleryana</i> cvs	Flowering Ornamental Varieties	E	D	12m	9m
<i>Pyrus ussuriensis</i>	Manchurian Pear	E	D	9m	6m
<i>Quercus palustris</i>	Pin Oak	E	D	15m	10m
<i>Quercus palustris</i> 'Pringreen'	Narrow Green Pillar	E	D	14m	3m
<i>Sapium sebiferum</i>	Chinese Tallowwood	E	D	8m	8m
<i>Syzygium paniculatum</i>	Bush Cherry	N	E	8m	6
<i>Syzygium smithii</i>	Lilly Pilly	N	E	10m	8m
<i>Tilia cordata</i>	Small-Leaved Lime	E	D	12m	8m
<i>Tristanopsis laurina</i>	Water Gum	N	E	9m	7m
<i>Tristanopsis laurina</i> 'Luscious'	Water Gum	N	E	9m	7m
<i>Ulmus americana</i> 'Princeton'	Princeton Elm	E	D	15m	10m
<i>Ulmus glabra</i> 'lutescens'	Golden Elm	E	D	10m	12m
<i>Ulmus parvifolia</i>	Chinese Elm	E	D	12m	10m
<i>Waterhousea floribunda</i>	Weeping Lilly Pilly	N	E	10m	8m
<i>Zelkova serrata</i>	Zelkova	E	D	10m	4m

\* Found in Cumberland Plain Woodland

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**OPEN SPACE PLANTING**

**List Objective:** To provide a broad palate of large and unique trees that have an association with Camden's natural, cultural and commemorative history.

**Application:** The trees listed under open space are generally suitable to large unrestricted sites where large trees can grow as either single specimen trees or in groups to establish urban forests.

Botanical Name	Common Name	Origin	Type	Height	Width
		Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Agathis robusta</i>	Kauri Pine	N	E	18m	12m
<i>Angophora costata</i>	Sydney Red Gum	N	E	15m	12m
<i>Angophora floribunda</i>	Rough Barked Apple	N*	E	18m	15m
<i>Angophora subvelutina</i>	Broad Leaf Apple	N*	E	18m	14m
<i>Araucaria araucana</i>	Monkey Puzzle Tree	N	E	20m	15m
<i>Araucaria bidwilli</i>	Bunya Bunya Pine	N	E	30m	15m
<i>Araucaria cunninghamii</i>	Hoop Pine	N	E	25m	15m
<i>Brachychiton acerifolius</i>	Illawarra Flame Tree	N	D	15m	10m
<i>Brachychiton discolor</i>	Lacebark Kurragong	N	E	15m	10m
<i>Caloedendron capense</i>	Cape Chestnut	E	E	10m	10m
<i>Carya illinoensis</i>	Pecan	E	D	25m	18m
<i>Cedrus atlantica</i>	Atlas Cedar	E	E	18m	12m
<i>Cedrus deodara</i>	Deodar Cedar	E	E	25m	18m
<i>Corymbia citriodora</i>	Lemon-Scented Gum	N	E	20m	18m
<i>Corymbia ficifolia cvs</i>	Flower Gum	N	E	5m	4m
<i>Corymbia maculata</i>	Spotted Gum	N*	E	20m	15m
<i>Cupressus funebris</i>	Funeral Cypress	E	E	15m	8m
<i>Eucalyptus amplifolia</i>	Cabbage Gum	N*	E	25m	15m
<i>Eucalyptus bauerana</i>	Blue Box	N*	E	20m	10m
<i>Eucalyptus benthamii</i>	Camden White Gum	N*	E	25m	12m
<i>Eucalyptus crebra</i>	Narrow Leaf Red Iron Bark	N*	E	18m	12m
<i>Eucalyptus fibrosa</i>	Broad Leaf Red	N	E	18m	12m

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Botanical Name	Common Name	Origin	Type	Height	Width
		Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres	In Metres
	Iron Bark				
<i>Eucalyptus microcorys</i>	Tallow Wood	N	E	25m	15m
<i>Eucalyptus sideroxylon</i>	Red Ironbark	N*	E	15m	12m
<i>Eucalyptus viminalis</i>	Ribbon Gum	N*	E	30m	18m
<i>Ficus macrophylla</i>	Moreton Bay Fig	N	E	20m	25m
<i>Ficus rubiginosa</i>	Port Jackson Fig	N	E	18m	15m
<i>Flindersia australis</i>	Australian Teak	N	E	20m	18m
<i>Ginkgo biloba</i>	Maidenhair Tree	E	D	11m	5m
<i>Glochidion ferdinandi</i>	Cheese Tree	N	E	7m	5m
<i>Jacaranda mimosifolia</i>	Jacaranda	E	D	12m	10m
<i>Jubaea chilensis</i>	Chilean Wine Palm	E	E	15m	8m
<i>Liriodendron tulipifera</i>	Tulip Tree	E	D	12m	5m
<i>Livistona australis</i>	Cabbage Palm	N	E	15m	8m
<i>Macadamia integrifolia</i>	Macadamia Nut Tree	N	E	10m	6m
<i>Magnolia denudata</i>	Yulan Magnolia	E	D	7m	8m
<i>Magnolia grandiflora</i>	Bull Bay Tree	E	E	15m	12m
<i>Malus Species</i>	Flowering Ornamental Varieties	E	D	4m	3m
<i>Phoenix canariensis</i>	Canary Island Date Palm	E	E	12m	8m
<i>Pinus pinea</i>	Italian Stone Pine	E	E	15m	20m
<i>Podocarpus elatus</i>	Illawarra Plum	N	E	15m	12m
<i>Quercus coccinea</i>	Scarlet Oak	E	D	12m	8m
<i>Quercus palustris</i>	Pin Oak	E	D	15m	10m
<i>Quercus robur</i>	English Oak	E	D	11m	11m
<i>Syzygium luehmannii</i>	Small Leaf Water Gum	N	E	8m	6m
<i>Toona ciliata</i>	Red Cedar	N	D	15m	10m
<i>Ulmus glabra 'Lutescens'</i>	Golden Elm	E	D	10m	12m
<i>Ulmus parvifolia</i>	Chinese Elm	E	D	12m	10m
<i>Washington robusta</i>	Mexican Fan Palm	E	E	18m	8m
<i>Zelkova serrata</i>	Zelkova	E	D	12m	10m

\* Found in Cumberland Plain Woodland

Camden Council

## TREES SUITABLE UNDER POWERLINES

**List Objective:** To provide a list of trees that can successfully grow under power lines within acceptable utility clearance.

**Application:** Council's Public Tree Management Officer has responsibility to assess and determine matters concerning tree planting under power lines.

Botanical Name	Common Name	Origin	Type	Height	Width
			Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres
<i>Acer palmatum 'Senkaki'</i>	Coral Bark Maple	E	D	6m	5m
<i>Acmena smithii 'Red Head'</i>	Red Head Acmena	N	E	6m	2m
<i>Angophora hispida</i>	Dwarf Apple	N	E	7m	5m
<i>Buckinghamia celsissima</i>	Ivory Curl Flower	N	E	7m	5m
<i>Cercis canadensis 'Forest Pansy'</i>	Canadian Redbud	E	D	5m	5m
<i>Ceretopetalum gummiferum</i>	NSW Xmas Bush	N	E	5m	3m
<i>Corymbia ficifolia</i>	Dwarf grafted varieties	N	E	5m	4m
<i>Dais cotinifolia</i>	PomPom Tree	E	E	4m	4m
<i>Elaeocarpus reticulatus</i>	Blue Berry Ash	N	E	8m	4m
<i>Fraxinus griffithii</i>	Evergreen Ash	E	E	7m	6m
<i>Gordonia axillaris</i>	Poached Egg Camellia	E	E	6m	5m
<i>Lagerstroemia species</i>	Crepe Myrtle	E	D	7m	5m
<i>Laurus nobilis</i>	Bay Laurel	E	E	4m	3m
<i>Magnolia grandiflora 'Kay Parris'</i>	Dwarf Evergreen perfumed Magnolia	E	D & E	4m	3m
<i>Magnolia grandiflora 'Little Gem'</i>	Dwarf Evergreen Magnolia	E	D & E	6m	3m
<i>Malus Species</i>	Flowering Ornamental Fruit Varieties	E	D	6m	5m
<i>Melaleuca decora</i>	White Cloud Tree	N	E	6m	3m
<i>Melaleuca linarifolia</i>	Snow In Summer	N	E	7m	5m
<i>Melaleuca styphelioides</i>	Prickly Paperbark	N	E	8m	5m
<i>Nyssa sylvatica 'Autumn Cascade'</i>	Weeping Blackgum	E	D	4m	3m
<i>Prunus species</i>	Flowering Ornamental Fruit Varieties	E	D	6m	4m

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Botanical Name	Common Name	Origin	Type	Height	Width
		Native (N) Exotic (E)	Deciduous (D) Evergreen (E)	In Metres	In Metres
<i>Pyrus betulaefolia</i> 'Southworth Dancer'	Flowering Pear	E	D	7m	4m
<i>Pyrus calleryana</i> 'Edgedell'	Flowering Pear	E	D	8m	6m
<i>Syzygium australe</i> 'Pinnacle'	Narrow tall Syzygium	N	E	8m	6m

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## LANDSCAPE SPECIES OTHER THAN TREES

**List Objective:** To provide a general list of Shrubs and Ground Covers and Climbers that are suited to a range of Landscape applications within Camden

**Application:** Unrestricted. Specialist advice is required when making selection. Where a plant name refers to "varieties" or "Spp" this means there are many cultivars or special.

Botanical Name	Common Name
<b>Hedges</b>	
<i>Buxus varieties</i>	Buxus
<i>Brunfelsia varieties</i>	Yesterday Today Tomorrow
<i>Camellia sasanqua varieties</i>	Camellia
<i>Loropetalum chinensis varieties</i>	Chinese fringe flower
<i>Luculia grandiflora</i>	White Luculia
<i>Luculia pinceana</i>	Pink Spice
<i>Michelia figo</i>	Port Wine Magnolia
<i>Michelia yunnanensis</i>	Scented Pearl Magnolia
<i>Murraya varieties</i>	Orange Jasmine
<i>Nandina varieties</i>	Sacred Bamboo
<i>Photonia x fraseri 'Little Red Robin'</i>	Photinia
<i>Viburnum odoratissimum</i>	Sweet Viburnum
<b>Shrubs</b>	
<i>Acmena varieties</i>	Lilly Pilly
<i>Banksia spp</i>	Banksia
<i>Brunfelsia - grandifolia/maliformis/pauciflora/dwarf varieties</i>	Yesterday Today Tomorrow
<i>Callistemon spp</i>	Bottle Brush
<i>Cordyline fruticosa</i>	Cordyline
<i>Crinum pedunculatum</i>	Crinum Lilly
<i>Dodonaea varieties</i>	Hopbush
<i>Doryanthes excelsa</i>	Gynea lily
<i>Eremophila varieties</i>	Emu Bush
<i>Erica varieties</i>	Winter heath
<i>Corymbia ficifolia cvs.</i>	Flower Gum
<i>Gordonia axillaris</i>	Fried Egg Plant
<i>Grevillea shrubs – eg 'Spinebill'</i>	Grevillea
<i>Ixora chinensis</i>	Prince of Orange
<i>Indigofera australis</i>	Australian Indigo
<i>Leptospermum species</i>	Tea Tree

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Botanical Name	Common Name
<i>Loropetalum chinensis</i>	Chinese fringe flower
<i>Luculia grandiflora</i>	White Luculia
<i>Luculia pinceana</i>	Pink Spice
<i>Magnolia grandifolia</i> 'Little Gem'	Magnolia
<i>Magnolia stellata</i>	Star Magnolia
<i>Melaleuca</i> 'Revolution Gold'	Revolution Gold
<i>Michelia figo</i>	Port Wine Magnolia
<i>Michelia Yunnanensis</i>	Scented Pearl Magnolia
<i>Myoporum montanum</i>	Western Boobialla
<i>Photonia</i> 'Red Robin'	Photonia
<i>Pieris japonica</i>	Japanese pieris
<i>Viburnum</i> varieties, eg <i>odoratissimum</i>	Sweet Viburnum
<i>Syzygium</i> spp.	Lilly Pilly
<b>Climbers</b>	
<i>Clematis aristata</i>	Old Man's Beard
<i>Gelsemium sempervirens</i>	Carolina Jasmine
<i>Jasminum</i> spp.	Jasmine
<i>Hardenbergia violacea</i>	Native Sarsaparilla
<i>Kennedia rubicunda</i>	Dusky Coral Pea
<i>Mandevilla</i> spp	Mandevilla
<i>Pandorea jasminoides</i>	Bower of Beauty
<i>Trachelospermum jasminoides</i>	Star Jasmine
<b>Ground Covers</b>	
<i>Acacia cognate</i> eg 'Mini Cog' & 'Limelight'	Wattle
<i>Anigozanthos</i> "Bush Gems - varieties, eg Bush Haze, Bush Ranger	Kangaroo Paw
<i>Dianella caerulea</i>	Blue Flax Lily
<i>Dichondra repens</i>	Kidney Grass
<i>Convolvulus mauritanicus</i>	Ground Blue-convolvulus
<i>Goodenia hederacea</i>	Goodenia
<i>Hardenbergia violacea</i>	Native Sarsaparilla
<i>Kniphofia</i> "Maid of Orleans"	Torch Flower
<i>Melaleuca pentagona</i> 'Little Penta'	Honey Myrtle
<i>Myoporum parvifolium</i>	Creeping boobialla
<i>Plectranthus parviflorus</i>	Cockspur Flower
<i>Rhodanthe anthemoides</i>	Rhodanthe
<i>Scaevola aemula</i>	Fan-flower
<i>Sedum sempervirens</i>	Hens and Chicks
<b>Herbs</b>	
<i>Dianella</i> spp	Flax Lilly

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Botanical Name	Common Name
<i>Eremophila debilis</i> (syn. <i>Myoporum debile</i> )	Myoporum
<i>Lomandra</i> spp (eg <i>Tanika</i> or <i>Nyalla</i> )	Basket Grass
<i>Plectranthus parvifolius</i>	Cockspur Flower
<i>Pennisetum alopecureoides</i>	Fountain Grass
<i>Scaevola albida</i>	Fan-flower
<b>Grasses</b>	
<i>Carex appressa</i>	Tall Sedge
<i>Danthonia racemosa</i>	Wallaby Grass
<i>Dianella</i> varieties <i>Imperata cylindrical</i>	Flax Lilly
<i>Lomandra</i> varieties incl <i>'Tanika'</i> <i>'Nyalla'</i> etc	Basket Grass
<i>Sorghum leiocladum</i>	Wild Sorghum
<i>Themeda australis</i>	Kangaroo Grass



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## SALT TOLERANT TREES, SHRUBS AND GROUND COVERS

**List Objective:** To provide a list of trees, shrubs and groundcovers with known performance in saline conditions

**Application:** Specialist advice is required when determining site salinity and which of species are suitable.

Botanical Name	Common Name
<b>Trees</b>	
<i>Angophora subvelutina</i>	Broad Leaf Apple
<i>Cupaniopsis anarcardiodes</i>	Tuckeroo
<i>Eucalyptus amplifolia</i>	Cabbage Gum
<i>Eucalyptus fibrosa</i>	Broad Leaf Ironbark
<i>Eucalyptus tereticornis</i>	Forest Red Gum
<i>Eucalyptus moluccana</i>	Grey Box
<i>Casuarina glauca</i>	Swamp Oak
<i>Casuarina cunninghamiana</i>	River Oak
<i>Melaleuca decora</i>	White Cloud Tree
<i>Melaleuca linariifolia</i>	Snow storm in Summer
<i>Melaleuca styphelioides</i>	Prickly leaf Paperbark
<i>Metrosideros excelsa</i>	NZ Christmas Tree
<b>Shrubs</b>	
<i>Banksia ericifolia</i>	Heath Banksia
<i>Banksia speciosa</i>	Showy Banksia
<i>Banksia spinulosa</i>	Hairpin Banksia
<i>Indigofera australis</i>	Australian Indigo
<i>Melaleuca thymifolia</i>	Thyme Honey Myrtle
<i>Melaleuca nodosa</i>	Ball Honey Myrtle
<i>Myoporum floribundum</i>	Boobialla
<b>Ground Covers</b>	
<i>Hardenbergia violacea</i>	Native Sarsoparilla
<i>Myoporum parvifolium</i>	Creeping Boobialla
<i>Cynodon dactylon</i>	Bermuda Grass

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## NOT ACCEPTABLE SPECIES FOR USE ON PUBLIC LAND AND NOT RECOMMENDED FOR USE ON PRIVATE LAND

**List Objective:** To provide a list of trees that Council will not use or approve on Public land and does not recommend to be used on private land. This list excludes established species.

**Application:** Nil on Public Land, not recommended on Private Land. Council will not approve the planting of tree species identified as not being suitable.

Botanical Name	Common Name
<i>Cinnamomum camphora</i>	Camphor Laurel
<i>Gleditsia triacanthos</i>	Honey locust
<i>Lantana camara</i>	Lantana
<i>Ligustrum lucidum</i>	Broad Leaved Privet
<i>Ligustrum sinense</i>	Small Leaved Privet
<i>Olea Europaea var. Africana</i>	Wild Olive
<i>Robinia pseudoacacia</i>	Robinia
<i>Syagrus rhomanzofianum</i>	Cocos Palm



# **APPENDIX B**

# **History of Camden Trees and Landscape**

**(DRAFT)**

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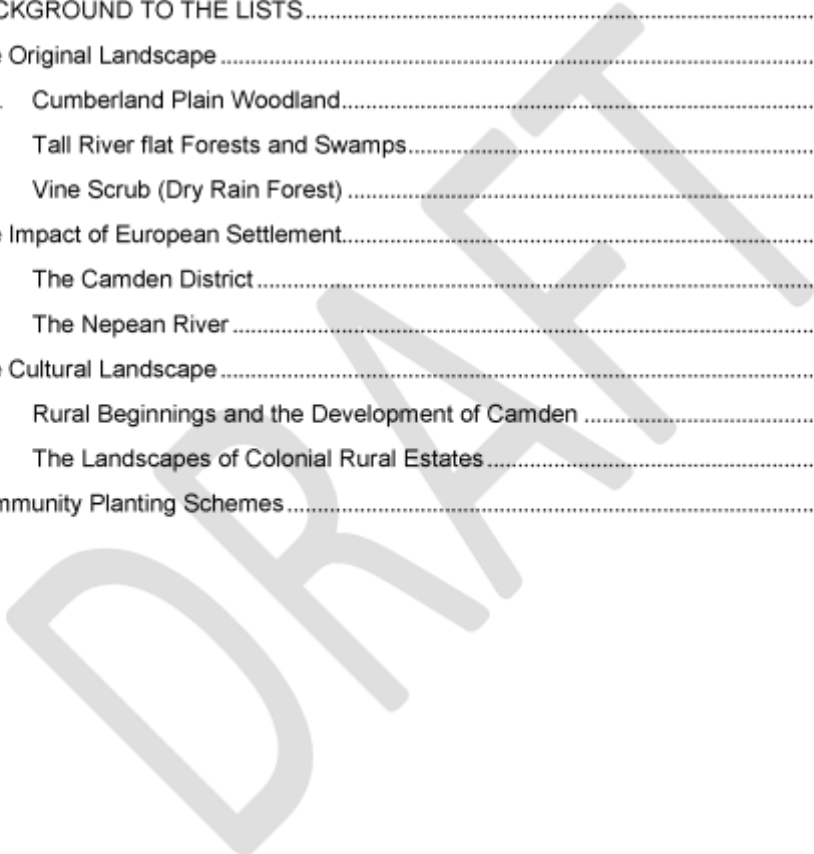
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## BACKGROUND TO THE LISTS

### 1. The Original Landscape

Plant communities grow in response to soil, topography and climatic conditions. The Camden local government area extends over an area of 206 square kilometres within the central southern part of the Cumberland Plain. Bringelly Shales dominate the area, forming landscape of low undulating hills with steeper hillier sections to the north of Cobbitty and along the southern boundary to Wollondilly Shire. These areas are interspersed with extensive alluvial plains along the Nepean River and its tributaries, and narrower flats along the upper tributaries of South Creek. Sandy Tertiary alluvials also occur in the Elderslie area. The Nepean River, the major drainage catchment of the Cumberland Plain, runs through the south-western corner of the LGA and continues to delineate parts of the western and southern boundary with Wollondilly Shire.

#### 1.1. Cumberland Plain Woodland

This once extensive Cumberland Plain Woodland was originally the major vegetation type of this area. It was characterised by the dominant **Grey Box** (*Eucalyptus moluccana*), **Forest Red Gum** (*Eucalyptus tereticornis*), **Narrow-leaved Ironbark** (*Eucalyptus crebra*), **Broad-leaved Apple** (*Angophora subvelutina*), **Thin-leaved Stringybark** (*Eucalyptus eugenoides*) and **Cabbage Gum** (*Eucalyptus amplifolia*). The **Narrow-leaved Ironbark** favoured the drier hills and terraces and occurred in almost pure stands in some locations (eg South Camden area), while **Cabbage Gum** dominated the periodically waterlogged soils of the floodplains. The **Kurrajong** (*Brachychiton populneum*) and **Port Jackson Pine** (*Callitris rhomboidea*) were important components, particularly on the drier hill tops of this area. The only known occurrence of the **Spotted Gum** (*Eucalyptus maculata*) in Camden is an isolated mature stand on the steeper, hilly country of 'Roseneath', north of Cobbitty.

The fertile soils of the Bringelly Shales supported a rich natural pasture dominated by **Kangaroo Grass** (*Themeda australis*) which was quickly exploited by the new European settlers. Patches of understorey shrubs included **Blackthorn** (*Bursaria spinosa*), **Native Indigo** (*Indigofera australis*), (*Myoporum montanum*) and (*Olearia viscidula*).

#### 1.2. Tall River flat Forests and Swamps

A diverse range of Riparian or Tall River flat Forest species would have occurred along the immediate margins of the river and its tributaries, i.e. along the riverbank associated swales, anabranches and the levee banks. This association contained a 25 – 30 metre high, co dominant canopy of **Forest Red Gum** (*Eucalyptus tereticornis*), **Manna Gum** (*Eucalyptus viminalis*), **Blue Box** (*Eucalyptus baueriana*), **River Peppermint** (*Eucalyptus elata*), **Broad-leaved Apple** (*Angophora subvelutina*), **Rough-barked Apple** (*Angophora floribunda*) and **River Oak** (*Casuarina cunninghamiana*). Some of the older trees would certainly have been of massive proportions.

The rare **Camden White Gum** (*Eucalyptus benthamii*), known from the Bent's Basin area to the north, may also have originally occurred in numbers along stretches of the river within

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Camden. It was Sir William Macarthur who first brought this distinctive tree to the attention of the eminent Victorian botanist, Ferdinand von Mueller.

Rain forest trees, such as **White Cedar** (*Melia azedarach*) (once known locally as Hawkesbury Cedar), **Brush Kurrajong** (*Commersonia fraseri*) and **Sandpaper Fig** (*Ficus coronata*) also occurred along the riverbanks. The shrub understorey would have contained a mixture of mesic species, with rain forest affinities, such as **Tree Violet** (*Hymenanthera dentata*), **Hairy Calodendron** (*Calodendron tomentosum*) and **Corkwood** (*Duboisia myoporoides*). Vines and creepers such as **Wonga Vine** (*Pandorea pandorana*) and **Tape Vine** (*Stephania japonica*), would have combined with these shrubs to create closed vine thickets in some places. These fertile, moist areas were the first to be cleared for agriculture and very little of this community remains.

Freshwater wetland communities also occurred along the river and its tributary creeks along the floodplains but have now largely been cleared and drained. The wetland communities ranged from large swamps and billabongs of permanent standing water to generally waterlogged areas of periodic inundation. Emergent reedland of (*Elaeocharis sphacelata*) and **Cumbungi** (*Typha orientalis*) typically flanked the shallower waters surrounding these swamps. The reedland was followed by a waterlogged zone of (*Juncus spp.*) dominated rushland and beyond this tall shrubland thickets of **Swamp Oak** (*Casuarina glauca*) and **Prickly Paperbark** (*Melaleuca styphelioides*), which graded into seasonally waterlogged woodland of **Cabbage Gum** (*Eucalyptus amplifolia*).

### 1.3. Vine Scrub (Dry Rain Forest)

Isolated pockets of remnant dry vine scrub, a dry rain forest vegetation type, also may have occurred sporadically in this district, particularly south of Camden in the Razorback Range. Of particular importance to Camden is an area known as the 'Native Vineyard', a small isolated patch of vine scrub north of Cobbitty. The area was first reported by the Parramatta botanist William Woolls in 1867. He recorded a number of rare species which were found nowhere else in the Western Sydney area, including **Native Holly** (*Alchornea ilicifolia*), **Native Cascarilla** (*Croton verreauxii*) and (*Sicyos australis*). These are now believed to be extinct at this site, however a number of species with rain forest affinities still persist, including **Whalebone Tree** (*Streblus brunonianus*), **Broad-leaved Brush Wilga** (*Geijera latifolia*) and **Red Olive Plum** (*Cassine australis*). (Benson & McDougall, 1991). Refer to Listing 'The Native Vineyard'.

Together these vegetation associations would have formed a vast and interrelated ecosystem of immense diversity and character.

## 2. The Impact of European Settlement

### 2.1. The Camden District

Since European settlement in the late 1790's, the Camden district has undergone enormous changes with most of the indigenous vegetation being cleared, fragmented and modified. Grazing of livestock and pasture enrichment has been the primary land use over this period. Furthermore, timber getting, cultivation and the introduction of exotic plants, the removal of

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the aboriginal population and subsequent changes in fire regimes, quarrying of coal, sand and soil, road construction and urban expansion have all made an enormous impact on the original natural ecosystem.

The most obvious changes have been the replacement of the original mature communities of vegetation by regrowth woodland, the fragmentation of these relatively immature communities into small and often isolated remnants and the introduction of weed species into these communities (Terry & Morgan, 1991). Local and regional extinction of both plant and animal species has occurred, some of which as recently as the 1960's. The Camden area contains about 250 native species of plants, of which 113 are now considered as vulnerable (Benson & McDougall, 1991). Perhaps the one lasting impression is the pace of change which saw the transformation of this district from a vast unexplored wilderness at the end of the 18<sup>th</sup> century to established rural and urban landscape today.

In spite of all the changes brought upon the pre European landscape, many areas still contain significant vestiges of the original vegetation, albeit in a modified and somewhat fragmented form. These remnants owe their survival to a number of historic factors including the establishment of larger early land grants, the pattern of clearing leases, the proximity to transport corridors, the type of agricultural development, the presence of competitive exotic plants and conservation efforts of the time.

Environmental factors such as poor saline soils in some low lying floodplain areas and the steeper hilly country of the north western sector would have limited the commercial viability of these areas and subsequently reduced the level of clearing and modification. The degree of disturbance and clearing, alterations to drainage, nutrient enrichment, altered fire regimes, location within the sub drainage catchment and the impact of weed introductions have all played a role in determining the quality and viability of these remnant communities.

Community and family interests also played an important role in conserving and protecting significant vegetation, such as Mrs Macarthur-Onslow's interest in protecting the **Narrow-leaved Ironbarks** (*Eucalyptus crebra*) at 'Macarthur Park', Camden. There was also widespread interest in certain local native specimens for ornamental and curiosity value as well as fodder trees in times of drought, such as **Kurrajongs** (*Brachychiton populneum*). Ironically, the Macarthur family also introduced many exotic plants to this area and a number of these have now become major weed species which compete aggressively against native remnant plant communities.

## 2.2. The Nepean River

In 1819, Quoy described the great contrast from Cumberland Plain woodlands to tall river flat forest of the Nepean River:

*...up till then we had met with but poorly watered soil, only a portion of which seemed capable of cultivation, but on either side of the Nepean we saw unfold level country, where the trees were gigantic, and though numerous, growing far enough apart to leave spaces where many grasses grew, forming a magnificent meadow. (Burton, 1992).*

The rich agricultural lands surrounding the Nepean River, its tributaries and associated floodplains were the focus of early development and have received the greatest level of



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modification and environmental degradation. The first 100 years of the colony was a period of immense agricultural expansion in the wake of the timber getters. Early records indicate that timber was cleared and harvested from the banks of streams and rivers with little regard to bank stability, erosion and siltation. Often land owners pushed cleared timber directly into the rivers to remove it from farmland.

There were few restrictions placed over logging activities, however by 1826, only four years after opening the country westward of the Nepean River, most of the alluvial land had been cleared and was being cultivated. River banks were undermined and collapsing into the river, while felled trees impeded water flow, leading to significant changes to the river channels and siltation. The introduction and spread of exotic weed species further compounded these problems. Water quality was becoming an issue as early as 1844. Nevertheless, environmental change and degradation continued unabated throughout the 19<sup>th</sup> and 20<sup>th</sup> centuries (Recher & Hutchings, 1992).

Remnant pockets of mature tall river flat forest and immature regrowth are still present to varying degrees along the river today, however its future viability is severely threatened by the alteration to the natural flow regime and competition from introduced exotic species. The remnant tall river flat forest in many sections of the river has been reduced to individual mature specimens standing above a dense understorey of exotic and invasive species. The river banks still contain some venerable old specimen trees from the original tall forest, occasionally up to 30 metres in height. The more common species include **Forest Red Gum** (*Eucalyptus tereticornis*), **River Peppermint** (*Eucalyptus elata*), **Broad-leaved Apple** (*Angophora subvelutina*), **Rough-barked Apple** (*Angophora floribunda*) and **River Oak** (*Casuarina cunninghamiana*), the **River Peppermint** (*Eucalyptus elata*) is most commonly found as young regrowth coppices, rather than as single old specimens. The **Manna Gums** (*Eucalyptus viminalis*), with their distinctive white bark and the small rough barked **Blue Box** (*Eucalyptus baueriana*) are generally rare, with a more sporadic distribution than the other listed tree species.

Weed species, which now dominate much of the banks of the Nepean River and its tributaries include **Honey-locust** (*Gleditsia triacanthos*), **Hackberry** (*Celtis occidentalis*), **Broad-leaved Privet** (*Ligustrum lucidum*), **Box Elder** (*Acer negundo*) and **Wild Olive** (*Olea africana*). In the 1830's Sir William Macarthur introduced some of these exotic species as hedge plants to the gardens, paddocks and arboretum at 'Camden Park'. These exotics later become garden escapes, freely colonising the riverbanks of the Nepean River and its tributaries and spreading throughout the district. Although these naturalised exotic plants compete aggressively against native remnant vegetation and prevent regeneration, they now play a vital role in mechanical stabilisation of the riverbanks in many areas. Furthermore, these trees are now a pivotal element in the cultural landscape of Camden and the Nepean River. Their presence in many places is indeed visually significant and evocative of the rural qualities of this district. A balanced and integrated weed management strategy is now needed; one which recognises the values of both remnant indigenous vegetation and the naturalised exotic plants which make up this landscape.

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### 3. The Cultural Landscape

#### 3.1. Rural Beginnings and the Development of Camden

The Macarthur name is synonymous with the early development of this district. 'Camden Park' was originally established on an area of 2000 hectares, granted to John Macarthur in 1805, on the fertile soils adjacent to the Nepean River. Since the 1790's the area had been known as 'the Cowpastures', after the Colony's domesticated cattle had strayed from Sydney Cove and were some years later discovered in far greater numbers, here running wild. The richness of the area, which had been indicated by the cattle's preference, had created considerable interest within the Colony. John Macarthur's original grant was later increased to more than 3000 hectares through the acquisition of Walter Davidson's 'Belmont' and the area known as 'North Camden'.

A whole new cultural landscape evolved from these beginnings and in the process totally altered the pre existing landscape forever. The colony of New South Wales was entering a new period of consolidation from penal settlement towards a free society. As wealth was created, gardens and estates were increasingly used to signify a new permanence, attempting to emulate the grand gardens of Europe. Although being devoid of an aristocracy or fashion makers and provincial in nature, gardens were developed by borrowing on the traditions of the English Landscape School and European romanticism. Both were well established in Europe at the time New South Wales was founded and provided the main influence for garden design in these early years.

The landscape approach was generally to modify and enhance the standard of life in the colony. The built environment reflected the differences in community origins within the Counties, together with the cultural and artistic differences of London and abroad. These influences were displayed in the elaboration of workmanship, historic details and use of materials. Likewise, the landscape reflected local differences in approach and the fashions which dictate European thinking.

In 1812 a Government order was given, prohibiting anyone from crossing the Nepean River, with the exemption of members of the Macarthur and Davidson family and their servants. This prohibition was aimed at preserving the herd of cattle on 'the Cowpastures' the order operated for ten years, effectively restricting all other grants to the eastern side of the Nepean River and focusing on the area between Prospect and Camden. The major land grants of 'Macquarie Grove', 'Wivenhoe' (now 'Mater Dei'), 'Kirkham' (now 'Camelot'), 'Denbigh', 'Harrington Park' and 'Nonnorrah' (later 'Maryland') were all taken up between the years of 1812-1815.

By the time of opening of the country westward of the Nepean River in 1822 and the building of the Cowpastures Bridge at Camden in 1826, there was already growing settlements in the vicinity of Narellan and Elderslie, in the form of homesteads and huts, saw pits and loggers' camps, blacksmiths' forges, brickfields, mills, stores and grog shops (Proudfoot, 1990). Experienced agriculturalists and tradesmen were also in high demand from the owners of the various large estates. A rapid expansion of the population followed and many clearing leases were taken up in the Camden area during this period.

In 1836 plans were drawn for the township of Camden, one of the first 'private' towns in the colony. An ordered rectilinear layout, and the regulation hierarchy of streets (Argyle and

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John Streets are slightly wider) and basic town block dimensions were adopted. The town was to be located on an alluvial ridge, immediately west of the Nepean River on the 'North Camden' section of the Macarthur estate. Following the death of John Macarthur, his sons James and William advocated strongly for the town development and were closely involved in the establishment of many of its public buildings, including St John's Anglican Church and Rectory on the hill and allotments for the Catholic and Presbyterian churches. The population however, grew slowly after this time and there was a major set back to the town's growth in the 1860's as a result of the increasing rust problems in wheat (Proudfoot 1990).

### 3.2. The Landscapes of Colonial Rural Estates

The size and scale of rural estates contrasted with the intensive town centre development. 'Camden Park', the earliest and one of the largest estates in the district, continued to be the focus of agricultural, horticultural and pastoral development in the colony. Consequently, the 'Home Farm (Belgenny Homestead)' on the 'Camden Park' estate retained its importance as a centre in its own right, containing workmen's cottages, stables, blacksmiths, storage barns and maintenance sheds. In addition to the many agricultural and pastoral innovations and experimentation on the estate, Sir William, his brother James and their mother Elizabeth Macarthur had a special interest in horticulture. The 'Camden Park Nursery' was established in the 1830's and its first commercial plant catalogue released in 1843. Francis Ferguson, a former employee of Sir William Macarthur at the 'Camden Park Nursery' also established a further nursery in this district. The 'Ferguson's Australia Nursery', known on the original deeds as the 'Old Nursery' was located about one kilometre west of Camden.

By the mid 19<sup>th</sup> century, large gardens complemented a number of fine estates in the district. During the latter part of the 19<sup>th</sup> century, the romanticism in garden design was fused with the order of French neo classicism, the Italianate School and many other influences. Furthermore, these many competing design influences merged with the broader interest of collecting and borrowing on a diverse range of plants, made more accessible by the growth of the empire and improvements in communication. These new directions created the gardenesque movement which was marked by an eclectic mix of styles and collections of botanic curiosities from around the world.

Significantly, it was the native rain forest trees which captured the greatest interest, providing visual relief from the grey greens of the surrounding Eucalypt dominated woodlands. Following in the wake of the Red Cedar cutters, botanists and seed collectors brought to commercial nurseries, a wide range of lush densely foliated trees from the native rain forests of the Illawarra and further a field along the New South Wales north coast and Queensland coastal areas.

Commonly cultivated rain forest trees included the **Silky Oak** (*Grevillea robusta*), **Illawarra Flame Tree** (*Brachychiton acerifolia*), **White Cedar** (*Melia azedarach*), **Blackbean** (*Castanospermum australe*) and the **Firewheel Tree** (*Stenocarpus sinuatus*). Other significant and rare specimen rain forest plantings include stunted **Macadamia Nut Trees** (*Macadamia integrifolia*) and **Tuckeroo** (*Cupaniopsis anacardioides*). These ornamental and exotic looking trees provided a link with the colony's heritage and the green memory of European trees as well as evoking the romanticism of a lush antipodeans paradise. Although there are still remnants of these species in early gardens, many rain forest trees were not

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suited to the dryness and the frosts experienced in this district, thus planting palettes had to be modified.

The exotic and hardy ornamental **Chinese Elms** (*Ulmus parvifolia*), **Pepper Trees** (*Schinus ariera*), **Jacarandas** (*Jacaranda mimosifolia*), **Hackberry** (*Celtis occidentalis*), **Pencil Pines** (*Cupressus sempervirens*), **Funeral Cypress** (*Cupressus funebris*) and other **Cypresses** (*Cupressus spp. and Thuja sp.*) and the native, locally occurring **Kurrajong** (*Brachychiton populneum*) remain the most common sub dominants, ornamental species in this district. The ornamental, smooth barked **Lemon-scented Gum** (*Eucalyptus citriodora*), although not indigenous to this area, was a favoured native Eucalypt species in these early planting schemes.

Other less common species included the Carob Bean (*Ceratonia siliqua*), **London Plan Tree** (*Platanus hybrida*), **English Oak** (*Quercus robur*), **Holm Oak** (*Quercus ilex*), **Sweet Osmanthus** (*Osmanthus fragrans*), **Common Holly** (*Ilex aquifolium*) and **Norfolk Island Hibiscus** (*Lagunaria patersonia*). Windbreak and hedgerow plantings were dominated by **Lombardy Poplars** (*Populus nigra 'italica'*) and **Cottonwood Poplars** (*Populus deltoides*) as well as species which have become naturalised such as **Wild Olives** (*Olea africana*), Honey-locust (*Gleditsia triacanthos*) and **Large-leaved Privet** (*Ligustrum lucidum*). The ornamental **Osage Orange** (*Maclura pomifera*) was another, somewhat rare, hedgerow planting.

The tall, emergent **Bunya Pine** (*Araucaria bidwillii*) and **Hoop Pine** (*Araucaria cunninghamii*) from the drier rain forests of the Bunya Mountains and parts of the north coast of NSW and Queensland proved to be particularly suitable tree species. These native pines with their imposing scale, bold symmetry and distinctive dense green foliage, were planted on the hill top sites around the homesteads and villas of the grand estates, thus visually locating these buildings from a great distance. These species, more than any other, set a definitive grand character to these 19<sup>th</sup> century landscapes. In coastal Sydney, these pines were usually planted in association with massive **Moreton Bay Figs** (*Ficus macrophylla*) and other Fig species, however these are rare in this district, usually stunted and in poor condition. Similarly, the **Norfolk Island Pine** (*Araucaria heterophylla*), historically the most common component of these Araucaria plantings in Sydney and along the coast, is notably absent from most of these local planting schemes. In response to the drier climate and colder winter nights, hardy exotic pines such as **Monterey Pine** (*Pinus radiata*), **Stone Pine** (*Pinus pinea*) and **Loblolly Pine** (*Pinus taeda*) were planted as co dominants to the Araucarias.

Palms continue this early exotic theme and later reinforced through further palm plantings after the First World War. The tall, exotic **Washington Palm** (*Washingtonia robusta*) is a component of many historic plantings around homesteads in this district. This palm was favoured over the **Cabbage Palm** (*Livistona australis*), a native of the coastal rain forests, as it proved to be a more hardy palm to drought and frost. Nevertheless, Camden contains some rare and significant plantings of the Cabbage Palm. Furthermore, the **Chilean Wine Palm** (*Jubaea chilensis*), a very rarely planted palm in Sydney, is of great botanical significance to Camden. They appear to be first connected with Sir William Macarthur and form a significant component of many historic plantings in the area.

Many of the larger 19<sup>th</sup> century estates display a number of common thematic elements and similarities in the planting palette and landscape layout. The homestead or villa was usually

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located on a commanding hill top position with panoramic views of the surrounding country side. There were often two sets of gates, firstly to the outer paddocks and secondly to the inner gardens surrounding the residence. The very hardy and long lived **Century Plant** (*Agave americana*) was used in early schemes, as a dramatic accent plant at the entrance to properties (eg Cawdor Road).

The inner gardens around the residence were delineated by hedgerow or windbreak plantings, ranging from shrubs to tall trees. These plantings nowadays are commonly a random mixture of naturalised species, however on some properties it appears that only one species was used or two species, planted alternatively to provide a mixed deciduous/evergreen hedgerow (eg *Burnham Grove*). The gates, posts and immediate fences were generally constructed in timber, though wrought iron gates and brick masonry piers have been used in some instances (eg *Camelot*). A gatehouse or gate keeper's lodge may have also been located adjacent to the entry gates (eg *Maryland*).

Typically, on entering the inner garden area, a curving gravel driveway first leads the visitor through an unkempt 'wilderness' area of tangled tree canopies, shrubs and vines before reaching a circular turn around and drop off point, adjacent to the main entry of the house. This focal area usually opens out to a formal, flat lawn, bordered by tree plantings and garden beds. It contrasts sharply with the previous plantings and is generally the most highly maintained of all landscaped areas.

A 'wilderness' area was typical of many of the larger estate plantings (Refer to *Denbigh*, *Maryland*, *Camelot*, *Gledswood*, the Macarthur Cemetery at *Camden Park* and substantially modified at *Harrington Park*). These are magnificent cloistered, mysterious and eerie landscapes. They are located quite close to the homestead and contain a variety of 'wild' shrubs, hedgerow plants and vines, dominated by species now considered weeds. These areas form a vegetative buffer or extended windbreak planting to the house. **Wild Olives** (*Olea africana*) often dominate the understorey, with their tangled canopies interconnecting over the driveway, creating a 'gothic' landscape composition.

Low clipped formal hedges often lined the driveway edges through the 'wilderness' and onto the formal gardens but now many of these are overgrown. Typical formal hedging plants included **Sky Flower** (*Duranta repens*), **Cape Honeysuckle** (*Tecomaria capensis*) and **Cape Plumbago** (*Plumbago auriculata*). The groundcovers, *Agapanthus* (*Agapanthus orientalis*) and **Kaffir Lily** (*Clivea miniata*) were also commonly used as border plants in these areas and the formal gardens. The formal garden beds contained an eclectic mix of ornamental trees, fruit/orchard trees, shrubs, rose beds and perennial borders in the gardenesque style. These plants were set within rigid geometric or curvilinear pathways, often bordered by low hedge plants. Most of these original formal estate gardens require intensive maintenance and replanting by trained horticulturists. Consequently many gardens have fallen into disrepair over time as maintenance has been reduced. More recent and unsympathetic plantings have sometimes blurred the impact and original design intent. *Gledswood*, *Denbigh*, Belgenny Homestead at *Camden Park* and *Burnham Grove* are notable exceptions, displaying sensitive approaches to landscape maintenance and design for these gardens.

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#### 4. Community Planting Schemes

In parallel with the development of large estates and gardens during the late 19<sup>th</sup> century, a tradition of public parks, gardens and street tree planting was also established, ensuring public access to open spaces for recreation and embellishment of the town centre. Similarly, ecclesiastical plantings associated with church yards and cemeteries continue the same palette of plants as the rural estates. In particular, **Pencil Pines** (*Cupressus sempervirens*), **Funeral Cypress** (*Cupressus funebris*) and other **Cypresses** (*Cupressus spp.* and *Thuja sp.*) are emphasised in these schemes.

Commemorative plantings, associated with important people in the community and events, such as the World Wars earlier this century, were often featured in these public landscapes (eg *Camden Hospital grounds* and memorial avenue plantings along the Hume Highway). The elevated site of *'Macarthur Park'*, Camden, is an outstanding important element in this park scheme. The *'Onslow Park (Showground)'* is a further example of the strong links with the surrounding rural landscape (Refer to Listings). Landscaping of these areas followed from the models for the larger estates and botanic gardens. The species used in these public schemes were often identical to those used on the rural estates. Thus, the parkland and streetscapes of Camden have in many ways continued to complement the plantings which have characterised rural private estates. This has significantly added to the depth of these cultural and historic plantings throughout the district and created a strong cohesive landscape quality.

Photographs dating from 1896 and 1906 show John Street with mature street tree plantings of **Monterey Pines** (*Pinus radiata*) and **Pepper Trees** (*Schinus areira*). Each tree was protected from the ravages of wandering livestock by a heavy timber guard. By 1923 however, records show that a recommendation was made to remove the large Pepper Trees as a result of root damage to neighbouring properties and services. The Monterey Pines also disappeared. New planting schemes replaced many of these earlier trees however the species selected have not been recorded. Nevertheless, many of the street trees throughout Camden town centre and Elderslie still retain close links with historic rural plantings (Refer to Listings). For example, the **Jacaranda** (*Jacaranda mimosifolia*) remains a pivotal element in these street planting schemes while the major entry/exit points to Camden retain the important rural windbreak species, **Lombardy Poplar** (*Populus nigra var. italica*).

Importantly, the substantial plantings of **Liquidambar** (*Liquidambar styraciflua*) along Camden Valley Way, near the Cowpastures Bridge is a good example of recent sensitive cultural plantings, which in time will reinforce the quality of deciduous historic plantings in this district. This deciduous species, with its autumn foliage of bright reds and oranges, will provide a magnificent visual and seasonal display, against the backdrop of hedgerows and other Lombardy Poplar and Southern Cottonwood 'escapes' along the roadside.

Unfortunately, the older street tree plantings are more often in contrast with recent suburban plantings. The increasing suburban development of the local government area has reflected a particular period of interest in the use of native Australian species, particularly Eucalyptus **She-Oaks** (*Casuarina spp.*). This planting palette gained wide support in the early 70's and has only in recent years been supplanted by greater interest in the use of local indigenous species and ornamental exotics. These are trends and styles which have characterised the history of this landscape, however the pattern of developing suburban growth is



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systematically erasing all vestiges of both the remnant vegetation and the rural cultural plantings of Camden.

Residential development in the suburbs of South Camden (Elizabeth Macarthur Estate), Elderslie and Narellan, as well as the estates of Currans Hill, Mount Annan and Grasmere all reflect these changes. Notwithstanding this, there are some fine native street plantings (eg Bruchhauser Estate, Elderslie), but the **Tallowwoods** (*Eucalyptus microcorys*) here are an alien Australian species. These native trees from the NSW north coast have no relevance to the historic or remnant native landscapes of Camden. Similarly, the magnificent woodland remnants in Elizabeth Macarthur Estate, dominated by the **Narrow-leaved Ironbark** (*Eucalyptus crebra*), are slowly being fragmented and replaced with other ornamental trees. The streets have been planted with similar but generic Australian species, such as the ubiquitous **Narrow-leaved Peppermint** (*Eucalyptus nicholii*) and the more ornamental **Pink Flowering Mugga Ironbark** (*Eucalyptus sideroxylon* var. *rosea*). An indigenous and truly distinctive heritage landscape is thus degraded and devalued.

Over recent years the use of local native species has come to the fore and many local plant nurseries now stock local indigenous plant species.

It is equally important to recognise the heritage values of the original remnant vegetation as it is the culturally and historically significant planting since settlement. The remnant vegetation is a major component in establishing the landscape context and the local identity of this area. Furthermore, the district's landscape quality is drawn largely from its rural background and history. Landscape quality is derived from the sum of these factors; it is the balance between the natural remnant vegetation and the cultural landscape. The two are intrinsically intertwined and both are threatened landscapes within the context of suburban development. (Camden Significant Tree & Landscape Register 1993 & 2007)



Figure A – A photograph of St John's Anglican Church, Camden taken by 1896 shows that a pair of **Forest Red Gums** (*Eucalyptus tereticornis*) (right), remnants of the original woodland, were large specimens even at this time. The same trees are still thriving on the



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site. One large **Pencil Pine** (*Cupressus sempervirens*) remains from this planted group in front of the church. The immature **Monterey Pines** (*Pinus radiator*) (left) were possibly removed at a latter date.

Photo taken by Kerry & Co. courtesy of Camden Historical Society



Figure B – A photograph taken at possibly the same time as Figure A, shows John Street, Camden looking south towards the hill and St John's Anglican Church. During the 1890's the street was planted with a mixed avenue of **Pepper Trees** (*Schinus areira*), **Monterey Pines** (*Pinus radiator*) and possibly another unidentified species. Each tree was protected from the ravages of wandering livestock by a heavy timber guard.

Photo taken by Kerry & Co. courtesy of Camden Historical Society

#### 4.1. Present-day Tree Planting

Tree planting in Camden is currently being driven by development and urban growth. This growth generates opportunities for tree planting in new riparian and bush conservation areas, public open space, infill private and commercial development, public authority infrastructure projects (RMS, State Rail), Council works program and private residential tree planting.

Tree planting generally falls into one of several categories of planting;

- street tree planting ie. new residential street
- group tree planting ie. pocket park
- tree planting within landscaping ie. child care centre, industrial complex, road reserve (Camden Valley Way dual carriageway project)
- mass planting ie. conservation areas

Each year Council is responsible for the planting of a considerable number of trees as either infill street tree planting in existing urban areas, conservation areas and parkland

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Attachment 3

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embellishment however the majority of tree planting currently undertaken within the LGA is carried out by others.

Council is the consenting authority and has final say on the type and location of almost all new trees planting. Where Council does not have final say, for example State projects the Council nevertheless is provided opportunity to comment on the suitability of proposed trees and landscaping on areas to be developed. By making these lists of suitable trees available to the community it is envisaged that tree planting will be conducted in a more informed way.

With many thousands of trees currently being planted and with many more thousands to be planted in the near future suitable tree selection has never been more important.

The second half of this document is divided into a series of lists containing tree species deemed to be suitable for use in particular situations. The title of each list describes the intended purpose and application of the species to be used. For example the street tree planting list is the list of trees that a developer is confined to choose from where street tree planting is concerned. The replacement or infill street tree planting list differs slightly to the street tree list in that it contains species that the Council would not approve in a new streetscape but will use in an existing streetscape to maintain continuity and uniformity.

The remaining sections are self evident in name and are more of a resource to be drawn upon where site constraints, or where specific site objectives need to be met. For instance a site may have a salt issue or there maybe existing overhead power lines.

Many tree species appear in multiply lists because their characteristics and performance is suited to a range of situations.

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## CULTURALLY SIGNIFICANT SPECIES

**List Objective:** To provide a complete list of trees recognised as significant and reflective of Camden's natural, cultural and commemorative history.

**Application:** The list of significant trees and vegetation is a list of trees that mark different periods of Camden's development since settlement. Many of the species are only suited to large open spaces. Many of the trees are now considered weed species and their use is discouraged. Specialist advice is required before selecting trees from this list.

Botanical Name	Common Name
<i>Acacia parramattensis</i>	Green Wattle
<i>Acer negundo</i>	Box Elder
<i>Adiantum aethiopicum</i>	Maidenhair Fern
<i>Agapanthus orientalis</i>	Agapanthus
<i>Agathis robusta</i>	Kauri Pine
<i>Agave americana</i>	Century Plant
<i>Alectryon subcinereus</i>	Wild Quince
<i>Angophora costata</i>	Sydney Pink Gum
<i>Angophora floribunda</i>	Rough-barked Apple
<i>Angophora subvelutina</i>	Broad-leaved Apple
<i>Araucaria bidwillii</i>	Bunya Pine
<i>Araucaria cunninghamii</i>	Hoop Pine
<i>Araucaria heterophylla</i>	Norfolk Island Pine
<i>Arbutus unedo</i>	Irish Strawberry Tree
<i>Arecastrum romanzoffianum</i>	Queen Palm
<i>Bambusa sp.</i>	Giant Bamboo
<i>Banksia integrifolia</i>	Coastal Banksia
<i>Brachychiton acerifolium</i>	Illawarra Flame Tree
<i>Brachychiton discolor</i>	Lacebarks
<i>Brachychiton populneum</i>	Kurrajong
<i>Brachychiton rupestre</i>	Queensland Bottle Tree
<i>Callitris rhomboidea</i>	Port Jackson Pine
<i>Calodendron capense</i>	Cape Chestnut
<i>Calodendron tomentosum</i>	Hairy Calodendron
<i>Camellia spp.</i>	Camellias
<i>Carya illinoensis</i>	Pecans
<i>Cassine australis</i>	Red Olive Plum
<i>Castanospermum austale</i>	Blackbean
<i>Casuarina cunninghamiana</i>	River Oak
<i>Casuarina glauca</i>	Swamp Oak
<i>Cedrus atlantica</i>	Atlantic Cedar
<i>Cedrus deodara</i>	Deodar Cedar
<i>Celtis australis</i>	Nettle Tree

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Botanical Name	Common Name
<i>Celtis occidentalis</i>	Hackberry
<i>Certonia siliqua</i>	Carob Tree
<i>Cinnamomum camphora</i>	Camphor Laurel
<i>Cissus antarctica</i>	Kangaroo Vine
<i>Citriobatus pauciflorus</i>	Orange-Thorn
<i>Corylus avellana</i>	European Hazels
<i>Corymbia citriodora</i>	Lemon-scented Gum
<i>Corymbia maculata</i>	Spotted Gum
<i>Cotoneaster</i> sp.	Cotoneaster
<i>Cupaniopsis anacardiodes</i>	Tuckeroo
<i>Cupressus arizonica</i> 'glabra'	Arizona Cypress
<i>Cupressus funebris</i>	Funeral Cypress
<i>Cupressus macrocarpa</i>	Monterey Cypress
<i>Cupressus macrocarpa</i> 'aurea erecta'	Golden Monterey Cypress
<i>Cupressus sempervirens</i>	Pencil Pine
<i>Dioscorea transversa</i>	Pencil Yam
<i>Diospyros kaki</i>	Persimmon
<i>Duranta repens</i>	Sky Flower
<i>Eriobotrya japonica</i>	Loquat
<i>Eucalyptus amplifolia</i>	Cabbage Gum
<i>Eucalyptus baueriana</i>	Blue Box
<i>Eucalyptus benthamii</i>	Camden White Gum
<i>Eucalyptus crebra</i>	Narrow-leaved Ironbark
<i>Eucalyptus elata</i>	River Peppermint
<i>Eucalyptus eugenoides</i>	Thin-leaved Stringybark
<i>Eucalyptus globulus</i>	Tasmanian Blue Gum
<i>Eucalyptus melliodora</i>	Yellow Box
<i>Eucalyptus moluccana</i>	Grey Box
<i>Eucalyptus nicholii</i>	Narrow-leaved Peppermint
<i>Eucalyptus pilularis</i>	Blackbutt
<i>Eucalyptus robusta</i>	Swamp Mahogany
<i>Eucalyptus sideroxylon</i> 'rosea'	Pink Flowering Ironbark
<i>Eucalyptus tereticornis</i>	Forest Red Gum
<i>Eucalyptus viminalis</i>	Ribbon or Manna Gum
<i>Euphorbia ingens</i>	Candelabra Tree
<i>Eustrephus latifolius</i>	Wombat Berry
<i>Ficus macrophylla</i>	Moreton Bay Fig
<i>Ficus rubiginosa</i>	Port Jackson Fig
<i>Fraxinus biltmoreana</i>	Pennsylvania Ash
<i>Fraxinus excelsior</i> 'aurea'	Golden Ash
<i>Fraxinus oxycarpa</i>	Desert Ash
<i>Fraxinus oxycarpa</i> var. <i>Raywoodii</i>	Claret Ash



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Botanical Name	Common Name
<i>Geijera latifolia</i>	Broad-leaved Brush Wilga
<i>Gleditsia triacanthos</i>	Honey-locust
<i>Gleditsia triacanthos</i> var. Sunburst	Golden Honey-locust
<i>Grevillea robusta</i>	Silky Oak
<i>Ilex aquifolium</i>	Common Holly
<i>Jacaranda mimosifolia</i>	Jacaranda
<i>Jubaea chilensis</i>	Chilean Wine Palms
<i>Lagunaria patersonia</i>	Norfolk Island Hibiscus
<i>Laurus nobillis</i>	Sweet Bays
<i>Ligustrum lucidum</i>	Large-leaved Privet
<i>Ligustrum sinensis</i>	Small-leaved Privet
<i>Liquidamber styraciflua</i>	Liquidamber
<i>Liriodendron tulipifera</i>	Tulip Tree
<i>Livistona australis</i>	Cabbage Palms
<i>Lophostemon confertus</i>	Brush Box
<i>Macadamia integrifolia</i>	Macadamia Nut Tree
<i>Maclura pomifera</i>	Osage Orange
<i>Macrozamia communis</i>	Burrawangs
<i>Magnolia grandiflora</i>	Bull Bay Magnolia
<i>Malus sylvestris</i>	Apple Tree
<i>Melaleuca</i> sp.	Paperbark
<i>Melaleuca styphelioides</i>	Prickly Paperbark
<i>Melia azedarach</i>	White Cedar
<i>Morus alba</i>	Mulberry
<i>Nerium oleander</i>	Oleander
<i>Olea Africana</i>	Wild Olive
<i>Osmanthus fragrans</i>	Sweet Osmanthus
<i>Pandorea pandorana</i>	Wonga Vine
<i>Pellaea falcata</i>	Sickle Fern
<i>Phoenix canariensis</i>	Canary Island Date Palm
<i>Phoenix dactylifera</i>	Date Palm
<i>Phoenix reclinata</i>	Senegal Date Palm
<i>Phoenix rupicola</i>	Cliff Date Palm
<i>Photinia serratifolia</i>	Chinese Hawthorn
<i>Pinus pinea</i>	Stone Pine
<i>Pinus ponderosa</i>	Western Yellow Pine
<i>Pinus radiata</i>	Monterey Pine
<i>Pinus taeda</i>	Loblolly Pine
<i>Platanus x hybrida</i>	London Plane Tree
<i>Plumbago auriculata</i>	Cape Plumbago
<i>Podocarpus elatus</i>	Plum Pine
<i>Populus alba</i>	White Poplar

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Botanical Name	Common Name
Populus deltoides	Cottonwood Poplars
Populus nigra 'italica'	Lombardy Poplars
Prunus sp.	Flowering Plum
Quercus ilex	Holm Oak
Quercus palustris	Pin Oak
Quercus robur	English Oak
Robinia pseudoacacia	Black Locust Tree
Rosa sp.	Roses
Salix babylonica	Weeping Willows
Sapium sebiferum	Chinese Tallowwood
Schinus areira	Pepper Tree
Solanum laciniatum	Kangaroo Apple
Stenocarpus sinuatus	Firewheel Tree
Streblus brunonianus	Whalebone Tree
Syzygium australe	Brush Cherry
Taxus sp.	Yew
Tecomaria capensis	Cape Honeysuckle
Thuja orientalis	Bookleaf Cypress
Thuja spp. and Cupressus spp.	Cypress
Toona australis	Red Cedar
Trachycarpus fortunei	Windmill Palm
Ulmus parvifolia	Chinese Elm
Ulmus procera	English Elm
Washingtonia robusta	Washington Palm
Wisteria sinensis	Wisteria
Yucca aloifolia	Spanish Bayonet